

TOR for Bhutanese Line Captain A319

1. Contract will be for 5 years (renewable on performance and mutual agreement).

2. The components of the Remuneration Package are:

- i. A basic salary of Nu.(21,370/-) per month;
- ii. A contract allowance of 100 (one hundred) percent of the basic salary per month;
- iii. A fixed technical allowance of Nu. 425,000 (four lakhs twenty five thousand) per month:
- iv. A variable productivity allowance at the rate of Nu. 2,000 (two thousand) per hour beyond 40 (forty) hours of flight hours per month.
- v. Command experience allowance at the rate of Nu. 10,000 (ten thousand) per month for every 500 (five hundred) hours after command subject to a maximum of 30 (thirty) such increments.
- vi. At the end of each financial year, a performance based variable allowance (PBVA) of up to 15% of basic salary per month based on the achievement under PMS and Compact targets.

3. Annual Increment

The Captain will receive an annual increment of two and half percent (2.5%) on his basic salary and the annual increment shall be paid as per the Manual.

4. Other Benefit

The Captain shall be entitled to:

- i. Medical leave and benefits applicable to his Position under the Manual.
- ii. Provident Fund contribution of 50% from the Company in the event he is or becomes a member of NPPF Scheme, subject to any amendment to the NPPF rules from time to time. The employee's own contribution to the provident fund shall be deducted from his basic salary.
- iii. Gratuity upon severance of employment provided that the Captain had served the company for a minimum of five years. The amount of gratuity shall be the last basic pay for every completed year of service rendered to the Company but not exceeding the ceiling stipulated in the Service Rules for his Position. For the purpose of determining gratuity, his service period prior to employment under this contract shall not be considered.

- iv. All types of leave and leave travel concession (LTC) as per the Service Rules except study leave and extraordinary leave.
- v. TA/DA applicable to grade (O-6) in the Manual and encashment of unused leave if any, as per the Manual.
- vi. Annual company bonus if the Board approves company bonus based on company performance.
- vii. Free & Discounted Passage entitlements in a year, as per the Manual.
- viii. Other benefits, applicable to the Position as per the Manual, as amended from time to time.

5. EXTENSION OF TERM

- a) The Board may consider for reappointment subject to satisfactory performance.
- b) The Company will initiate the Contract renewal process within 3 (three) months prior to the expiry of the Term of this Contract.
- c) In the event that the Company extends his contract of employment, the terms and conditions of this Agreement may remain unaltered except that the Company will execute an addendum to this Agreement in a signed form that will be appended as Annex to this Agreement

6. Terminal Benefits

The Company will provide benefits that are incidental to termination of the Contract of Employment such as gratuity and other post terminal benefits as per the Manual.

7. Withholding

The Company must withhold from any and all amounts payable to the Captain under this Agreement such taxes (foreign, state and local) and other legal deductions as may be required to be withheld pursuant to any applicable law or rules.

8. SUSPENSION

The Company may suspend the Captain from duty, with or without pay: (i) As an administrative action in a manner applicable to other employees under the Manual; or (ii) In the event of a prima facie case against the Captain under the Laws.

9. Terminal Benefits

The Company will provide benefits that are incidental to termination of the Contract of Employment such as gratuity and other post terminal benefits as per the Manual.

10. TERMINATION OF EMPLOYMENT

i. On completion of Term

The Captain's employment, unless the Term of this Contract is extended, shall automatically terminate on completion of the Term specified in clause three (6) of this TOR.

ii. Termination by either Party

- a) During the Term of employment, either Party may terminate this Contract of Employment by giving six (6) months' written notice period to the other Party with or without specifying any grounds for termination.
- b) Either Party may end the employment relationship without waiting for the end of the notice period specified above by paying to the other a sum equal to 6 (six) months' gross pay which the Captain would have earned during the notice period (without prorating).

iii. Termination due to Superannuation

If Captain attains the age of superannuation as defined in the Service Rules, his employment shall be automatically terminated unless the Board makes an exception to extend based on the need and performance of the Captain.

iv. Termination by Summary Dismissal

The Company reserves the right to terminate the Captain's employment at any time before expiry of the Term summarily without notice period or payment in lieu thereof, if:

- (a) The Company has reasonable ground to believe that the Captain is involved in any wilful or serious misconduct, or wilful neglect in the discharge of the Captain's duties, functions or obligations under this Agreement or the Manual;
- (b) The Captain wilfully disobeys any reasonable and lawful order or direction of the Company;
- (c) The Captain is absent from his duty for more than three (3) months for any reason and the Management deems his absence to have adverse impact on the business and management of the company, except in the case of leave of absence due to medical grounds special consideration of up to six (6) months may be permissible; or
- (d) A case is admitted by a Court of Law for a crime of felony against the Captain.