

**GOVERNMENT OF THE PUNJAB  
HIGHER EDUCATION DEPARTMENT  
13<sup>th</sup> February, 2014**

**NOTIFICATION**

**No.SO (UNIV).-1/2000.-** In exercise of the powers conferred under section 21 of Ali Institute of Education, Lahore Act 2010 (II of 2010), the Patron is pleased to make the following statutes:

**1. Short title and commencement.**– (1) These Statutes may be cited as the Ali Institute of Education (Appointments and Conditions of Service) Statutes 2013.

(2) These Statutes shall apply to all the employees and contract staff working in the Institute.

(3) They shall [\*]<sup>1</sup> come into force at once.

**2. Definitions.**– In these Statutes:

- (a) "academic year" means the period of twelve-month with effect from 1<sup>st</sup> September to 31<sup>st</sup> August;
- (b) "Act" means the Ali Institute of Education, Lahore Act 2010 (II of 2010);
- (c) "Appointing Authority" means the Appointing Authority specified under the statutes;
- (d) "Board" means the Board of Governors of the Institute narrated in the section 14 of the Act;
- (e) "competent authority" means the Board or the person to whom the powers have been entrusted under the Act or the statutes;
- (f) "contract staff" means staff hired under a specific contract by the appointing authority for a limited period;
- (g) "Controller of Examinations" means the Controller of Examinations of the Institute ;
- (h) "daily allowance" means an amount payable on a daily basis to an employee while traveling on official business under the relevant statutes;
- (i) "Dean" means the Dean of the Institute;
- (j) "doctor" means the doctor nominated by the Board under the statutes;
- (k) "duty" means period during which an employee is on duty, including rest days and official holidays and includes periods of probation, training and authorized paid leave;
- (l) "employee" means any person engaged by the competent authority for work in the Institute or in its connection on regular basis and shall not include personnel on contract;
- (m) "family" means one spouse and dependent unmarried children up to

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<sup>1</sup> The word "be" omitted being printed unnecessarily in the Notification.

the age of twenty one years;

- (n) "financial year" means twelve months commencing on 1<sup>st</sup> July and ending on 30<sup>th</sup> June;
- (o) "Fund" means Ali Institute of Education Contributory Provident Fund;
- (p) "Institute" means the Ali Institute of Education;
- (q) "salary" means the amount of regular emoluments paid to an employee on a monthly basis for services rendered by the employee but does not include any overtime or expense reimbursement; and
- (r) "Selection Committee" means the Selection Committee appointed by the Board to recommend appointment of employees under the statutes.

**3. Employees of the Institute.-** The employees of the Institute shall be divided into following categories and consists of:

- (a) Administration: Rector, Registrar, Treasurer, Controller of Examinations and such staff as may be provided to each one of them for support and assistance;
- (b) Faculty: Dean of Faculty or Head of Department, Sectional Coordinators, Professors, Associate or Assistant Professors and Lecturers and such other staff as might be engaged for academic work by whichever designation they may be described;
- (c) Support staff: Secretarial, Administrative and Technical Staff by whichever designation they may be described; and
- (d) Auxiliary staff: Drivers, office attendants, security staff, cleaning staff, garden staff, etc. by whichever designation they may be described.

**4. Appointments of the employees.-** (1) The Appointing Authority shall make appointments but all appointments shall be conditional on verification of personal data, educational and service certificates, references, character verification or any other information which the Appointing Authority may require.

- (2) The appointments of the employees shall be made as follows:
  - (a) Rector, Registrar, Treasurer and Controller of Examinations shall be appointed in accordance with the provisions of the Act;
  - (b) deputies and assistants of authorities mentioned in paragraph (a) and members of the Faculty shall be appointed by the Board on the recommendation of the Selection Committee;
  - (c) support staff shall be appointed by the Rector on the recommendation of a Committee constituted by the Board; and
  - (d) auxiliary staff shall be appointed by the Rector on the recommendation of a Committee constituted by the Rector.

(3) The appointment of successful candidate shall be subject to the declaration of medical fitness by the Medical Board recognized by the Board.

(4) An existing employees, subject to qualification for a post, shall be eligible to apply for appointment on any other post of the Institute.

(5) The appointments shall be made on permanent, temporary, visiting, adjunct or contract basis by the Appointing Authority on such terms and conditions as may be approved by the competent Authority.

(6) The appointment on the posts of experts or advisors may be made by the Appointing Authority on such terms and conditions and for such duration as may be specified by the competent authority.

(7) The selected candidate shall be entitled to get a letter of appointment (in duplicate) specifying the terms and conditions of service.

(8) An offer of appointment shall become effective only when the candidate confirms acceptance by signing the duplicate copy of the letter of appointment and delivering it to the Appointing Authority.

(9) The appointee shall submit a joining report, in writing, to the Appointing Authority, on the date the appointee reports for duty.

**5. Probation and Confirmation.-** (1) The initial appointment of an employee shall be made on probation basis for such period as may be specified in the letter of appointment.

(2) On or immediately before completion of the probation period, the Appointing Authority may confirm an employee on satisfactory completion of the probation period.

(3) On satisfactory completion of the probationary period, the Appointing Authority shall inform the employee, in writing, about confirmation.

(4) In case an employee fails to come up to the desired standard during probation, the Appointing Authority may terminate appointment of the employee or may extend the probation period for a specified period in order to give the employee an opportunity to improve performance.

(5) The probationary period of a confirmed employee shall be taken into account for the purpose of grant of annual increments and computing leave entitlements and total length of service.

**6. Appointment and promotion for the post.-** The appointment shall be made on different posts<sup>2</sup> in the Institute as follows:

- a. all appointments of faculty shall be made by selection on merit by the Appointing Authority through open competition; and
- b. the Appointment for administrative, supporting or auxiliary posts shall be made on selection on merit through open competition, however, and existing employee may compete for higher post reserved to be filled by promotion through selection on merit basis from amongst the employees from a lower post.

**7. Termination of service.-**The service of an employee may be terminated as follows:

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<sup>2</sup> Printed in the Notification as “post”

- a. **termination of service on general grounds:**
  - i. during the probationary period, the employee's service may be terminated at any time without assigning any reason by the competent authority;
  - ii. a<sup>3</sup> confirmed employee may be terminated by the competent authority in accordance with the contents of the letter of appointment; and
  - iii. a notice of termination shall be given in writing and it shall become effective from the date as specified therein;
  
- b. **termination of service on resignation:**
  - i. a probationer may resign from service by giving a 24 hours' notice in writing, address to the Appointing Authority;
  - ii. a<sup>4</sup> confirmed employee may resign from service either by giving notice, in writing, as per the terms contained in the letter of appointment.  

Explanation: An employee may be permitted to adjust the credit balance of the earned leave due on the date of notice against the notice period but no leave shall, however, accrue during the period of notice; and
  - iii. resignation by an employee during pendency of disciplinary proceedings against the employee shall not be considered effective except where the Competent Authority specifically permits it.
  
- c. **termination of service due to retirement:**
  - i. An employee shall stand retired from service on attaining the age of sixty years; and
  - ii. An employee may retire or be retired at any time earlier than attaining the age of sixty years, on medical grounds;
  
- d. **termination of service due to dismissal.-** An employee shall be dismissed from service if found guilty of misconduct as described under these statutes.

**8. Payment of the salary and remuneration.- (1)** The Institute shall pay the remuneration of all Employees, except wages of work charged or casual labour, on a calendar month basis.

(2) The Institute shall ordinarily pay the remuneration on the last working day of every month.

(3) The Institute shall normally pay remuneration to the employees through bank but the Rector may permit disbursement in cash to such employees as are not in a position to maintain bank accounts.

**9. Kinds of remuneration:** Remuneration shall include the following:

- (a) **Basic Pay:** Basic pay is the monthly amount which is paid in

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<sup>3</sup>Printed in the Notification as "an"

<sup>4</sup>Printed in the Notification as "an"

accordance with the grade in which the employee is placed and the Board shall specify the grades in which various employees shall be placed and may, from time to time, review the grades.

- (b) **Conveyance Allowance:** Conveyance Allowance is paid to the employees at such rates and under such conditions as the Board may determine;
- (c) **House Rent Allowance:** Unless otherwise specified in the letter of appointment an employee is entitled to house rent allowance at such rate as the Board may determine;
- (d) **Medical Allowance:** Medical Allowance is paid to the employees at such rates and under such conditions as the Board may determine;
- (e) **Higher Qualification Allowance:** A higher qualification allowance may be sanctioned by the Board on a case to case basis.
- (f) **Utilities Allowance:** Utilities allowance is paid to the Employees at such rates and under such conditions as the Board may determine;
- (g) **Chairperson Allowance:** Chairperson allowance may be sanctioned by the Board on a case to case basis.
- (h) **Cost of Living Allowance:** Cost of living allowance shall be paid to the employees as may be approved by the Board;
- (i) **Any other allowance:** The Board may approve any other allowance for an employee or a class of employees;
- (j) **Lump sum Pay:** The Appointing Authority may, subject to the policy determined by the Board specify employees to receive lump sum salaries without payment or admissibility of one or more allowances and, in all such cases, the letter of appointment shall clearly show if any allowance is admissible to the employee; and
- (k) **Increments:** Salaries shall be normally reviewed annually at the beginning of each financial year and increments are effective from 1<sup>st</sup> July of each year but the increase is subject to the performance of the employee during the preceding twelve months and may be granted on such basis and at such rate as may be determined by the Financial & Planning Committee. Confirmed employees with less than twelve months service may be granted increment on a pro rata basis.

**10. Provident Fund.-** (1) One year after confirmation, an employee shall become a member of Ali Institute Contributory Provident Fund.

(2) A Members of the Fund shall contribute a percentage of their salary, to be specified by the Board to the Fund every month and an equal amount shall be credited to the employee's account by the Institute.

(3) A member of the Fund is entitled to take loans or advances on refundable or non-refundable basis from his or her fund account, subject to such conditions and limits as may be prescribed by the Board.

(4) On termination of service, a member is paid the balance standing to his or her credit in the account of the Fund.

(5) A member of the Fund shall nominate a person or persons to receive the balance standing to his or her credit in the account in case of death.

(6) The Board may make regulations for management of the Fund.

**11. Gratuity.-** (1) The Institute shall pay gratuity to an employee or legal heirs of an employee in case of retirement, resignation or death if the employee has completed ten years continuous service in the Institute.

(2) The Board shall determine the rate of gratuity for an employee or class of employees.

(3) No gratuity shall be paid to an employee who is dismissed from service.

**12. Employees old-age pension scheme.-** All employees shall become members of employees old-age pension scheme under the Employees' old-age Benefit Act, 1976 (XIV of 1976) and shall be entitled to pension in accordance with the provisions of the said Act.

**13. Pension fund.-** The Board, at an appropriate time, may establish a pension fund and make regulations for management and other ancillary matters of the fund.

**14. Group insurance scheme.-** The Board may arrange group insurance scheme for the employees of the Institute and make regulations for contributions and management of the Scheme.

**15. General leaves.-** (1) Leave shall not be claimed by employees as a matter of right.

(2) The Competent Authority shall grant the leave subject to exigencies of service.

(3) An employee shall submit a written application for leave but the employee shall not proceed on leave until formally advised that the leave has been sanctioned.

(4) The Registrar shall keep record of leave of each employee.

(5) The Board shall, by order, specify the authorities competent to sanction leave of each type for every category of the employees.

**16. Annual leave.-** (1) Confirmed members of the Faculty, with more than 12 months service, shall be entitled to 4 weeks of annual leave between June and August each year but this is without prejudice to the participation of the Faculty in conducting the summer programmes during the months of July and August for which additional compensation may be paid as decided by the Rector.

(2) Full salary shall be admissible during annual leave.

(3) Members of the Faculty shall inform the Rector of their annual leave plans in the month of March each year to enable the Rector to prepare their leave schedule.

(4) The Rector may retain an employee for specified periods for institutional development needs and, for this reason, may not allow annual leave or

allow annual leave on date different from the dates proposed by a member of faculty.

**17. Earned leave.-** (1) Unless otherwise specified in the letter of appointment, an employee, other than members of the faculty, shall be entitled to earned leave, on completion of one year's continuous service and at the end of each year thereafter at the rates specified by the Board.

(2) Full salary shall be admissible to an employee during the period of earned leave.

(3) An employee shall inform the Rector of the annual earned leave plans in the month of September each year so that a proper leave schedule can be prepared.

(4) Employees entitled to avail the earned leave may apply for it through their supervisors at least fifteen days before the proposed date of availing of the leave.

(5) Earned leave may be accumulated up to a maximum period of 90 (ninety) days. Employees may avail leave at regular intervals to avoid over accumulation.

(6) Encashment of the accumulated leave is permissible on retirement or resignation and the amount to be paid shall be computed on the basis of last basic pay drawn.

(7) Preceding as succeeding holiday may be combined with the earned leave but intervening holidays, if any, shall be treated as earned leave.

**18. Casual leave.-** (1) Employees may be granted paid casual leaves up to the maximum of ten days in each year and the maximum casual leave admissible at one time shall be three consecutive days.

(2) Contract staff may be granted paid casual leave at the rate of two day for every completed month of service and the maximum leave admissible at one time shall be ten consecutive days.

(3) Casual leave shall not be accumulated and the balance at the end of the year shall automatically lapse.

(4) Casual leave shall not be availed of in conjunction with any other leave except that it may be combined with the preceding or succeeding holidays and intervening holidays, if any, shall be treated as casual leave.

**19. Sick leave.-** (1) Paid sick leave shall be admissible to all employees for a period not exceeding twelve days in a year but sick leave for more than three days shall be granted on the recommendation of the doctor nominated by the Board for this purpose.

(2) Preceding or succeeding holidays may be combined with the sick leave but intervening holidays, if any, shall be treated as sick leave.

(3) Sick leave shall not be en-cashable but may be accumulated for a maximum period of sixty days beyond which sick leave entitlement shall automatically lapse.

**20. Maternity leave.-** (1) After not less than nine months of regular service,

female married employees shall be entitled to, paid maternity leave to a maximum of twelve weeks.

(2) Preceding or succeeding holidays may be combined with maternity leave but intervening holidays shall be treated as maternity leave.

(3) Paid maternity leave shall be restricted to a maximum of two confinements in the employee's entire service period.

**21. Leave without pay and sabbatical leave.-** (1) Extraordinary leave without pay may be granted, at the discretion of the Competent Authority, in special circumstances.

(2) A maximum of one year's leave without pay may be granted at any one time, provided that the competent authority is satisfied that the purpose for which the employee is seeking leave shall enhance his or her professional capabilities, in the interest of the Institute and the timing and duration of the leave are consistent with the work requirements of the Institute.

(3) Period spent on leave without pay shall not be counted towards length of service for the purpose of computing other kinds of leave and gratuity or other termination benefits.

(4) All permanent members of the Faculty will be entitled to sabbatical leave of up to twelve months with pay after every six years of service, subject to the approval by the Rector, in order to undertake academic research and such other projects relevant to their work at the Institute.

**22. Work schedule.-** The working schedule for the employees of the Institute shall be as follow:

(a) Working Hours:

(i) The Board shall determine the weekly working hours of the Institute offices for different categories of employees;

(ii) The Board shall, by order, specify the normal working hours for every section of the Institute;

(iii) cleaning staff and office attendants may be required to start their work half an hour earlier than the normal working hours of the section to which they are attached;

(iv) security staff and watchmen shall work in 8 hours shifts throughout the week and they shall be allowed weekly day off in accordance with the approved shift rota;

(v) Rector may require any employee to work over and above the normal working hours, depending on the exigencies of work, provided that workmen under the labour laws shall receive such over-time wages as may be permitted to them under the law;

(vi) Employees shall be given a 30 minute break for lunch on each working day except during Ramzan and the timing of this break for different categories of staff shall be fixed by the Rector.

(vii) All employees shall be at work in their respective places of duty at the fixed and notified timings; and



- (viii) employees found absent from their place of work during working hours without permission or sufficient reason shall be treated as absent for the period of such absence and deduction shall, apart from any other action, be made from their salaries for unauthorized absence; and
- (b) Public holidays:
  - (i) employees are entitled to, paid gazette holidays announced or declared by the Government; and
  - (ii) Rector shall issue a calendar of holidays to be observed at the Institute during each Academic Year.

**23. Authorization to travel.-** (1) The competent authority may require an employee to undertake journeys in connection with Institutes' business.

(2) The employee shall be informed in writing of the assignment and duration of the tour to enable him or her to make arrangements for travel and accommodation in accordance with approved entitlements.

(3) The employee shall be expected to submit a brief written report on return from tour to the authority that had required him or her to travel on the Institutes' business.

**24. Travel entitlements.-** (1) All journeys on tour shall be performed by the shortest practicable route and claims shall be restricted to the amount so admissible.

(2) Employee on tour shall be entitled to air, rail or road fare, accommodation and local transport expenses at out-station together with daily allowance in accordance with scales approved by the Board. .

(3) Daily allowance is meant to cover expenses on food, gratuities, laundry, incidentals, etc., and is admissible for out-station duty of a minimum duration of 8 continuous hours and a distance of at least 50 kilometers from the campus of the Institute but for short duration (4 hours or more), 50% of the daily allowance may be paid at the discretion of the Rector.

(4) An employee, who travels in his or her own transport shall be entitled to claim mileage in accordance with scales approved by the Board.

(5) An employee on tour shall be entitled to claim reimbursement of taxi-fare and telephone or fax charges paid in connection with the Institutes' business on production of receipts.

**25. Efficiency and discipline.-** (1) All Employees and Contract Staff shall maintain high standards of good conduct, discipline and norms and customs of service.

(2) All employees and contract staff shall conform to and abide by the rules, regulations and statutes and shall observe, comply with and abide by all lawful orders issued by <sup>5</sup>the competent authority.

(3) Disciplinary action for misconduct, inefficiency or indiscipline shall be taken against an employee by the Competent Authority after providing him or her opportunity to explain his or her position in respect of the allegations made or

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<sup>5</sup>Printed in the Notification as "a".

charges framed against him or her.

(4) The following shall be the competent authorities and appellate authorities for disciplinary action:

Post	Competent Authority	Appellate Authority
Rector, Registrar, Treasurer, Controller of Examinations, or Faculty	Board	Review by the Board
Deputies and Assistants of Registrar, Treasurer and Controller of Examinations	Rector	Board
Support Staff, Auxiliary Staff	Rector	Board

**26. Penalties.-** The following penalties may be awarded by the competent authority to an employee on the basis of disciplinary action under the statutes:

- (a) warning or admonition or censure or reprimand;
- (b) stoppage of annual increment for a period not exceeding one year;
- (c) recovery, from salary, of any loss or damage sustained by the Institute by reason of misconduct of the employee; or
- (d) Dismissal from service.

**27. Appeal.-** (1) In every case of penalty, grievances, an employee may, within thirty days of communication of the penalty or arising of the grievance, prefer appeal through his or her superior to the appellate authority which may set aside, modify or confirm the order or redress the grievance of the employee.

(2) An appeal which merely repeats a previous appeal and which has already been rejected by the appellate authority shall not be entertained or forwarded by the competent authority.

(3) Appeal in these Statutes, wherever mentioned, includes 'Review'.

**28. Interpretation.-** The Board shall be the final authority for the interpretation of these statutes and for decisions relating thereto and such decisions of the Board shall be final and binding on all employees.

**29. Miscellaneous.-** (1) All employees shall not, at any time while in service or thereafter, disclose and shall make his or her best efforts to prevent disclosure of any Institute affairs which are of a confidential nature, to any person not entitled to receive such information.

(2) An employee shall, as soon as possible, notify to the appointing authority of any change in his or her personal status, including change of address, telephone number or change in marital status etc.

(3) An employee shall not conduct or transact any business of personal nature or not connected with the duties of the employees at the premises of the Institute at any time or during the duty hours.

(4) An employee shall not engage in any other business or service except with prior written permission of the appointing authority.

**SECRETARY**  
GOVERNMENT OF THE PUNJAB  
HIGHER EDUCATION DEPARTMENT