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GOVERNMENT OF THE PUNJAB
Agriculture Department

NOTIFICATION
THE OCTOBER 15, 1976

No.S.O. A-II-8 (47)75 In exercise of the powers conferred by Section 25 of the Punjab Seed Corporation Act 1976 (Punjab Act No.X of 1976) the Board of Members of the Punjab Seed Corporation is pleased to make the following Service Regulations: namely:

SERVICE REGULATIONS

Of the

PUNJAB SEED CORPORATION

1. **PREAMBLE**

- 1.1 These Regulations shall be known as Punjab Seed Corporation Service Regulations.
- 1.2 These Regulations shall apply to :
 - 1.2.1 All employees in the whole time employment of the Corporation, Project, Concern or Establishment which may be acquired and / or be merged with / attached to the Corporation by the Government order / Legislation.
 - 1.2.2 Those employees in contractual agreement with the Corporation to the extent not otherwise specified in the contract,

1.2.3 All employees whose appointments are governed by any Government Act or Ordinance having currently a force of law to the extent not specified in such appointment and to employees on deputation to the extent not specified in the terms and conditions of deputation

1.2.4 All persons employed by the Corporation whose services are deemed to become permanent under the provisions, West Pakistan Industrial and Commercial Employment (Standing Orders) Ordinance 1968 except as may hereinafter be provided.

1.3 These Regulations shall come into force immediately.

2. **DEFINITION**

In these regulations, unless there is anything repugnant in the subject or context:

2.1 “Board” means the Board constituted under Section 4 of the Punjab Seed Corporation Act 1976.

2.2 “Corporation” means the Punjab Seed Corporation.

2.3 “Competent Authority” means the Chief Executive of the Corporation and / or such Director, or Officer of the Corporation to whom the relevant powers have been lawfully delegated by the Chief Executive to the extent authorized by the Board.

2.4 “Contract Service” means service under a specific contract.

2.5 “Duty” means and includes:

2.5.1 Joining Time

2.5.2 Service as Probationer;

2.5.3 Period of Training in or outside Pakistan after becoming an employee;

2.5.4 Period occupied in attending authorized and obligatory examinations;

2.5.5 Period during which an employee is on duty (including Rest Days and Official Holidays) as well as on leave authorized by the Competent Authority. However authorized leave without pay shall be excluded from the period of duty for the purposes of Earned Leave.

- 2.6 “Employee” means any person on the Pay Roll of the Corporation, Head Officer or on the Pay Roll of its Branch Offices or Projects.
- 2.7 “Family” means wife/husband and dependent legitimate children i.e. male dependents upto the age of 21 years and female dependents upto the date of first marriage. Provided that where age limits have been exceeded, wholly dependent children shall be included in the definition of family, if authorized by the Competent Authority.
- 2.8 “Project” means any Project undertaken and managed by the Corporation but which does not have a separate legal entity.
- 2.9 “Proper Channel” means the increasing or decreasing order of placement of Officers according to Authority in the Administrative set up in division/department/departments/branches of the Corporation.
- 2.10 “Regulation Service” means service for an indefinite period upto the age of retirement.
- 2.11 “Pay” means the amount drawn monthly by a Corporation servant as :
- 2.11.1 The pay, other than special pay or pay granted in view of his personal qualifications, which has been sanctioned for a post held by him substantively or in officiating capacity or to which he is entitled by reason of his position in a cadre, and
- 2.11.2 Special pay and personal pay, and
- 2.11.3 Any other emoluments which may be specially classed as pay be the Competent Authority.

3. CLASSIFICATION OF SERVICE

- 3.1 Employees of the Corporation shall be classified as following :-

Sr. No.	G R O U P	
01	Managerial	Covering all employees from Assistant Managers & above.
02	Supervisory	Superintendents / Sr. Assistants
03	Clerical/Technicians	Junior Clerks to Office Assistant
04	Subordinate/Unskilled	Drivers, Attendants, Chaukidars and Equivalent

- 3.2 The designations assigned from time to time are intended to describe the nature of responsibility attached to the job in a general manner. The Corporation, however, may assign a designation not stated in the group of the employee's scale if such designation is considered more appropriate. However, the salary of an employee is dependent only upon the group of scale and not necessarily on the designation assigned to him.

4. **ELIGIBILITY FOR APPOINTMENT :**

- 4.1 **Nationality** :: No person shall be eligible for appointment in the Corporation unless he is a Pakistani National. When a suitable Pakistani is not available, a non Pakistani may be appointed on such terms and conditions and for such duration as the Competent Authority may decide subject to the policy of the Government.
- 4.2 **Qualification** :: No person shall be appointed to any post in the Corporation for which the qualifications are an approved pre-requisite unless he possesses the minimum qualifications therefore.
- 4.3 **Medical Fitness** :: No person shall be eligible for appointment in the Corporation unless declared medically fit by the Medical Officer of the Corporation.
- 4.4 **Disqualification** :: No person shall be appointed who has been dismissed from the Corporation service or by any Government Department whether Central or Provincial, or by any Semi Government or Autonomous Body or from any previous employment or reasons of misconduct etc. or convicted of a criminal offence involving moral turpitude. If after such appointment has been made or is being made, it is revealed that information of such previous dismissal has been kept hidden from the Corporation, the Corporation shall have the right to remove unconditionally and without liability such person without notice.

5. **CREATION AND ABOLOTION OF POSTS :**

- 5.1 The Board may, at any time, in the best interest of the Corporation create or abolish any post or posts in any class or classes, whether permanent or temporary. Such powers may be delegated by the Board to such person / persons as are duly authorized by the Board in writing for this purpose.

6. APPOINTMENTS

- 6.1 All appointments shall be made from time to time as may be considered necessary by the Corporation to implement the aims and to promote efficiency in the affairs of the Corporation.
- 6.2 Appointment may be made on a permanent, temporary basis, on contract or on terms and conditions of deputation, as approved by the Competent Authority.
- 6.3 All appointments in any pay scale or group shall normally be made at its initial level but if the qualifications and experience of the person so warrant / and the competent authority so approves the appointment may be made at such higher level, within the scale as may be deemed fit.
- 6.4 Appointment on a temporary or casual basis shall not entitle any employee to an extension or confirmation of such service in the Corporation.
- 6.5 All appointments against created posts shall be made through properly constituted Selection Committees. A vacancy in the higher post shall normally be filled in by departmental promotion, taking seniority, merit, suitability and experience duly into consideration, of which the Competent Authority shall be the sole judge. Direct recruitment shall be resorted to only, in case where departmental candidates are either not available or are found to be unsuitable for promotion.
- 6.6 Technical Experts and Advisors of Non-Pakistani origin may be employed by the Corporation and all such appointments shall be governed by the terms, conditions, rules regulations embodied in separate agreement entered into with such Experts and Advisors.

7. SALARY ON COMMENCEMENT OF SERVICE

- 7.1 Pay and allowances shall accrue from the date on which an employee reports for duty in writing at the place and time intimated to him, provided that he reports within the first half of the official working hours, otherwise salary will accrue from the next following day.

8. PROBATIONS AND CONFIRMATIONS

- 8.1 All initial appointment except those made on contract or on deputation shall be placed on probation for a minimum period of six months in the case of Managerial Employees and of a minimum period of three months in the case of Supervisory / Clerical and subordinate staff.

- 8.2 In the event of an employee failing to show satisfactory progress during the probationary period, the duration of probation may be extended further for a period of six months for Managerial Group and for a period of three months in the case of Supervisory / Clerical and subordinate staff or his services dispenses with, as may be decided by the Competent Authority.
- 8.3 During the period of probation, the services of an employee may be terminated by the Competent Authority or the employee may leave employment without assigning any reason.
- 8.3.1 In the case of Managerial employee by giving 30 days notice in writing or by paying a sum equal to the salary for that period or the proportionate salary for the unexpired period of the notice.
- 8.3.2. In the case of Supervisory / Clerical and Subordinate Staff, by giving 15 days notice in writing or by paying a sum equal to the salary for that period or the proportionate salary for the unexpired period of the notice.
- 8.4 In either of the aforementioned case, any employee who leaves or whose services are terminated by the Corporation (as the case may be) shall not be absolved of the obligations to obtain No Demand Certificate from the Corporation.
- 8.5 On satisfactory completion of the period of probation, the Corporation shall confirm the employee in service.
- 8.6 Upon such confirmation, the employee shall be deemed to be in the permanent service of the Corporation and shall be entitled to all the privileges and rights accruing to him from the date of his joining the service.

9. INCREMENTS AND PROMOTIONS

- 9.1 The performance of every employee shall be assessed at least once each year, according to the performance appraisal procedure laid down from time to time. The annual assessment shall be made in the first instance by his immediate superior and reviewed by the higher authority nominated for this purpose for each group.
- 9.2 Any remarks recorded by the reporting superior and accepted by the reviewing authority which reflect adversely on the performance and conduct of any employee, shall be communicated to the employee.

- 9.3 Every confirmed employee shall be entitled to one increment in his pay within his pay scale on the first day of each fiscal year of the Corporation, provided the last annual increment was granted on or before the first of January of that year.
- 9.4 No increment shall be withheld except as a disciplinary measure.
- 9.5 The Chief Executive of the Corporation may in deserving cases, where recommended by any head of the departments in writing, grant an employee one or more special increments.
- 9.6 Promotion cannot be claimed as of right.

10. **TRAINING**

- 10.1 The Corporation may require any employee to undergo training within Pakistan or outside Pakistan at any time and for any duration under such terms and conditions as it may prescribe from time to time provided that such terms and conditions are not less favourable than the terms and conditions of his appointment.
- 10.2 Employees proceeding on scholarships or study leave abroad shall observe the following procedure / rules for execution of bonds and surety etc:-
- 10.2.1 Employees who are sent for training abroad either under any aided programmer or Corporation's expense, shall before departure, execute a surety bond to serve the Corporation on return from training as under :-

Period of Training	Amount of Surety Bond	Bond Period of Service
Upto three calendar months	Rs.30,000.00	Two Years
More than three calendar months but less than six calendar months	Rs.40,000.00	Three years
Six Calendar months or more	Rs.50,000.00	Five years

- 10.2.2. The effective date of training shall be deemed to commence on the date following that on which he is relieved by the Corporation for training and to conclude on the date proceeding that on which he reports on duty to the Corporation.
- 10.3 In case a bonded employee leaves services before the expiry of the specified period, he would normally be required to pay only that amount of bond which is proportionate to the unexpired period.

11. TRANSFER

- 11.1 All Managerial/Supervisory employees of the Corporation, as the case may be, are liable to transfer to any office or project of the Corporation situated any where in Pakistan.
- 11.2 Allowances admissible during transfer shall be as per the Table (Annexure "B")

12. MARRIAGE

- 12.1 A person who has married a person who is not a citizen of Pakistan shall not be eligible for appointment to the service by initial recruitment, except as may be authorized by the Competent Authority at the time of selection / subject to the policy of the Government.
- 12.2 An employee of the Corporation who marries a foreign national shall be guilty of misconduct and shall be liable to be removed from service, unless he has obtained the permission or approval of the Competent Authority for the marriage / subject to the policy of the Government.

13. OVERTIME & COMPENSATORY HOLIDAYS

- 13.1 All employees are expected to complete their work within the specified working hours.
- 13.2 Managerial cadre of employees and Supervisors shall not be entitled to overtime.
- 13.3 In the case of workers governed by Labour Laws, overtime and / or compensatory holidays shall be given according to labour laws prevailing.
- 13.4 Overtime when necessary shall be restricted to emergencies or where work is clearly outside the normal daily routine.
- 13.5 The Authority for sanctioning the overtime shall be the Head of the Department concerned. Prior written approval for any overtime must be issued by the respective Head of the Department except in emergency when in his discretion, the Head of Department may approve post-facto overtime.
- 13.6 The effective rate of claim for overtime shall be as follows:
- 13.6.1 For any overtime in excess of the total working hours of the Corporation but not exceeding 48 hours per week, the effective rate shall be at the hourly rate computed on the basis of the claimant's salary for the calendar month to which such overtime relates.

13.6.2 For overtime worked in excess of 48 hours per week, the effective rate shall be double the hourly rates computed on the basis specified in clause 13.6.1

13.7 All claims for overtime shall be submitted in prescribed forms, supported by valid authorization. The overtime claim forms for the month must be submitted within first week of the following month.

13.8 All employees excluding those in Managerial Cadre, who are required to work on any off-day or a gazetted holiday shall be allowed one day off as a substituted holiday in lieu of that off-day or gazetted holiday.

14. **LEAVE**

14.1 Leave shall not be claimed by any Officer or Employee as a matter of right, grant of which shall be subject to the exigencies of the Corporation business.

14.2 The types of leave available to employees are :

14.2.1 Casual Leave

14.2.2 Earned Leave

14.2.3 Maternity Leave

14.2.4 Leave without Pay

14.2.5 Leave Ex-Pakistan

14.3 **Casual Leave**

14.3.1. Casual leave may be granted upto the maximum of 20 days in each calendar year. For unionized employees, the entitlement shall be according to the relevant Peace Agreement or Labour Laws.

14.3.2. The sanctioning authority may allow casual leave upto half of the maximum admissible at one time and only in special cases upto 3/4th of the total leave admissible.

14.3.3. Employees on probation shall be entitled to casual leave not exceeding 5 days in the case of subordinate staff and 10 days in the case of managerial and supervisory staff.

14.3.4. If the employees has been appointed in service at any time during the second or thirds quarter or any calendar year, the casual leave quota shall be proportionately reduced.

14.3.5. Un-availed casual leave shall lapse automatically at the end of every calendar year.

14.3.6. Casual leave cannot be combined with any other type of leave.

14.4 **Earned Leave**

14.4.1. **Eligibility** : Every employee shall be eligible for earned leave upon confirmation. However, the period of probation shall be included in the period of service when computing entitlement of the earned leave.

14.4.2. **Entitlement** :

14.4.2.1 All eligible employees shall be entitled to avail earned leave @ one day for every 11 day on duty, at the rate of the last pay drawn. Workers governed by Labour Laws shall be entitled to Earned Leave / Annual Holiday according to the relevant provisions of the Peace Agreement or Labour Laws prevailing and applicable.

14.4.2.2. Full salary and allowances shall be admissible during Earned Leave except where Earned Leave is encashed as provided hereinafter.

14.4.3 **Approval** : The sanctioning authority for Earned Leave shall be :

14.4.3.1. In the case of employees (Supervisory /Clerical and subordinate staff) the Head of Department concerned in writing upon the recommendation of the employees reporting superior / or immediate superior.

14.4.3.2 In the case of Managerial the Director, Managing Director upon recommendation in writing of the Head of the Department concerned.

14.4.4 **Right of Sanction** : The Competent Authority reserves the right to suspend or refuse leave if the needs of the Corporation so deemed. The Competent Authority may, however, require the employee to make such reasonable adjustment in the proposed period of leave as may be mutually convenient.

14.4.5 **Accumulation** : Earned leave may be accumulated upto a maximum period of 120 days, except in the case of workers where accumulation shall be according to the provisions of the Peace Agreement or Labour Laws prevailing and applicable.

14.4.6 **Encashment** : Earned leave accrued and sanctioned may be encashed as below :-

14.4.6.1 Full encashment upto 90 days in any one calendar year.

14.4.6.2 Partial Encashment upto 50% of the leave sanctioned. Such sanctioned leave shall not exceed total of 120 days, whether availed or not during the period of accrual.

14.4.6.2 Encashment of Earned Leave for Workers shall be according to the provisions of the Peace Agreement of Labour Laws prevailing and applicable.

14.5 Maternity Leave

14.5.1 Maternity leave shall be granted once in three years to female married employees on regular service for a period not exceeding three months at a time commencing approximately six weeks before confinement. This leave will be restricted to a maximum of three times in the entire period of service in the Corporation.

14.6 Leave Without Pay

14.6.1 Extra-ordinary leave without pay may be granted at the discretion of the Competent Authority in special circumstances, involving absence from duty.

14.7 Leave Ex-Pakistan

14.7.1 Employees of the Corporation may draw 45 days Earned Leave salary in foreign exchange once in three years provided they are granted leave Ex-Pakistan. However, application for leave salary Ex-Pakistan will be considered on merit basis subject to the availability of foreign exchange and other regulations of the State Bank in force from time to time.

15. MEDICAL FACILITIES

15.1 Eligibility

15.1.1 Free Medical Facilities described hereunder shall be available to all employees whether employed on contract basis or on regular basis. These rules also apply to Government employee on deputation in all cadres. Employees covered under social security scheme (if any) shall be excluded.

15.1.2 Except for those workers on a daily/weekly wage, the eligibility shall extend to and include the following family members of the employees :

15.1.2.1 Wife/Husband and if employed is not entitled to similar or equivalent medical facilities.

15.1.2.2. Legitimate unmarried children who must be wholly dependent on the employees. Entitlement shall be restricted in the case of unmarried male children up to 21 years of age, and up to first marriage date for a female dependent child. Provided that where age limits have been exceeded wholly dependent children shall be included in the definition of family, if authorized by the Competent Authority.

15.1.2.3 Dependent parents of the employee residing with him may also be allowed free medical consultation as well as such medicines and facilities as may be prescribed by the authorized Medical Officer and are available for supply at the Corporation Medical Centres / Dispensaries etc. The Corporation shall not, however, bear any charges on hospitalization nor shall it provide reimbursement / or any medicines purchased by them directly from the market.

15.1.2.4 The employees retired on superannuation are entitled to the medical facility similar to the one provided in clause 15.1.2.3. Such employees will have to furnish a certificate to the effect that they have not been employed elsewhere. The details of family members should also be given in the certificate and for this purpose, the family members will be the same as indicated in 15.1.2.1 here above.

15.2 Extent of Medical Facilities

15.2.1 Free Medical consultation, attendance and treatment by the Medical Officer or panel of doctors approved by the Corporation from time to time. Where no Medical Officer has been appointed by the Corporation the Medical Superintendent / Assistant Medical Superintendent of the Station may be regarded as the Medical Officer.

15.2.2 Supply of medicines etc. free of cost from the Corporation's Dispensary wherever established or from the appointed Chemists on prescriptions / authorizations issued by the Medical Officer of the Corporation.

- 15.2.3 Reimbursement of the cost of medicines purchased by the employees directly is not allowed under ordinary circumstances. However, in the case of medical treatment obtained by an employee or his family members in emergency cases only from a Physician / Surgeon / Recognized Hospital other than the approved ones in Lahore / Outstations, the expenses will be reimbursed at actuals, on the production of vouchers, receipts duly attested / approved by a valid prescription signed by the Medical Officer of the Corporation. This will be restricted to emergency cases where it was not possible to have immediate treatment from the Corporation Medical Officer and the report is made soon after for further treatment to the Medical Officer of the Corporation.
- 15.2.4 Reimbursement of the cost of pathological and laboratory tests and X-Rays if considered essential by the Medical Officer of the Corporation.
- 15.2.5 Reimbursement of the cost of Specialist or Expert Consultation, attendance and treatment if considered essential by the Medical Officer.
- 15.2.6 Free Medical attendance at residence to the employees only in emergency cases, but not for their family members.
- 15.2.7 Reimbursement of hospitalization of the employees and their family members in recognized hospital, when hospitalization is prescribed as essential by the Medical Officer. Treatment in hospital / dispensaries, local or at outstation other than those recognized by the Corporation will be allowed provided it is found to the satisfaction of Medical Officer that treatment in such a hospital or dispensary was either unavoidable or was advisable in order to get special treatment for specific disease / disability.

For the purpose of the entitlement of accommodation in the recognized hospital, the following basis will be applied :

- | | | |
|----|--------------------------------------------------------------------------------------------------|---------------|
| a) | Employees drawing a basic salary of Rs.700.00 and above | =Private Ward |
| b) | Supervisory & Clerical / Technical Staff drawing a basic salary of less than Rs.700.00 per month | =General Ward |
| c) | Subordinate staff including skilled and unskilled workers | =General Ward |

In addition to these facilities, the Corporation shall bear diet charges where payment of such charges is compulsory in accordance with hospital rules.

15.2.8 Payment of cost of Dental treatment including denture from any qualified Dental Surgeon shall be made by the Corporation, if such treatment is considered essential and the bills / receipts are verified by the Medical Officer of the Corporation.

15.2.9 **Eyes Treatment**

Costs of eye treatment / test for glasses by a Specialist / from a hospital including the cost of spectacles.

15.2.10 **Maternity Cases**

15.2.10.1 Cost of Maternity cases in recognized hospitals, in accordance with the entitlements given in clause 15.2.7.

15.2.10.2 If confinement is arranged at residence or in unrecognized private nursing home and hospital, the actual cost of the same will be reimbursed upto a maximum of Rs.700.00

15.3 In emergencies alone, free transport at the station in connection with medical treatment will be allowed for treatment at outstation etc. the relevant provisions in TA/DA rules are to be in force.

15.4 Every employee is required to communicate full particulars of his / her family including dependents as mentioned here above, stating their names, relationship and age.

15.5 These facilities are subject to modification at the discretion of the Board. If benefits similar to any of those described above become available to the employees through any other scheme, statutory or otherwise, the Board may at its discretion discontinue any part of the medical rules and / or integrate the provisions of these rules with the statutory scheme in such a manner that the Corporation medical rules make up the difference between what the statutory scheme provides and the greater benefits, if any, provided by the Corporation.

15.6 The foregoing regulations shall apply in those places where the Corporation has appointed or nominated a Medical Officer. The Board may frame regulations from time to time in order to extent equivalent facilities to employees located at or posted to places where no medical officer has been appointed or nominated.

15.7 In the case of Medical Facilities at hospitals other than those run by the Corporation, payment will be made to the authorities of the Hospital in which the employee of the Corporation is given medical attention etc etc and not to the employees directly.

16 PROVIDENT FUND

- 16.1 Provident Fund Trust shall be created and rules framed separately for the purpose. The contribution by the employee as well as employer will be at the rate not exceeding 10% of the basic salary.
- 16.2 All confirmed employees of the Corporation shall be entitled to become member of the Provident Fund Scheme.

17 GRATUITY

- 17.1 Employees whose services are governed by Labour Laws shall be entitled to such gratuity as provided in the relevant enactment / law.
- 17.2 Gratuity at the rate of 20 days pay, on the basis of last basic pay drawn, for each completed year of service in the Corporation shall be payable to every employees who resigns, retires or is discharged for reasons other than those of misconduct by the Corporation, provided that an employee should have put in five years of service in the Corporation to become entitled to Gratuity.

18 B O N U S

- 18.1 Subject to the provisions of the relevant laws in force, the Board may declare a bonus to be paid to the employees on such terms and conditions as are decided from time to time. The Board reserves the exclusive right of decision in this regard.

19. TRAVEL ON CORPORATION BUSINESS

- 19.1 The Corporation may require any employee whether permanent, probationary, temporary or on deputation to undertake journeys either in or outside the station of posting as it may deem necessary for its business. The rules regulating the procedure for travel on official business are given hereunder :
- 19.1.1 Persons other than those defined in 19.1 may be eligible for and allowed Traveling Allowance (including transport on tour and / or daily allowance), by the Competent Authority, according to their status, for assisting the Corporation in its activities.
- 19.2 The journeys shall be classified as :
- 19.2.1 Travel within station
- 19.2.2 Travel outstation
- 19.2.3 Travel on transfer
- 19.2.4 Travel abroad

19.3 Travel within Station

19.3.1. Any employee or eligible person required to travel within Municipal limits of his station or posting shall be entitled to avail of and claim reimbursement of expenses for transport / conveyance incurred by him at the following rates :

C A D R E	Public Transport	Own Transport
Managerial	Taxi fare at actual	Reimbursement @ Rs.1.35 per mile.
Supervisory / Clerical	Auto Rickshaw fare at actual	Motor Cycle or Scooter @ 40 paisas per mile
Subordinate	Bus fare at actual	Bicycle @ 15 paisas per mile

19.3.2. If the conveyance in accordance with the entitlement is not available; the Competent Authority may, at its discretion permit use of any other transport of a next higher category than the one to which the employee would have normally been entitled.

19.3.3. Where two or more employee travel in the same conveyance only the employee who either owns conveyance or has hired it may claim the conveyance expenses.

19.3.4. The Corporation will not accept any responsibility financial or otherwise beyond reimbursement payment of the conveyance expenses. In case an employee uses his transport whether owned or borrowed by him, the employee is expected to maintain / obtain adequate insurance cover against all normal risks.

19.4 Travel Outstation

19.4.1 Whenever possible the Corporation shall make necessary travel arrangements and arrange payment of such advance as is necessary to meet the anticipated tour expenses.

19.4.2 The travel authorization shall be valid only if approved by the Competent Authority.

19.5 Transport on Tour

19.5.1. The entitlement for transport on tour shall be as under :

GROUP	BY AIR	RAIL	ROAD	LOCAL CONVEY AT OUT STATION
Managerial	Economy Class	Ist Class ACC	Own Transport @ Rs.1.30 per mile	Taxi or own transport @ Rs.1.30 per mile
Supervisory	--	Ist Class	Buss/Mini Buss	Taxi
Clerical	--	2 nd Class	Buss/Mini Buss	Rikshaw/Buss
Subordinate	--	3 rd Class	Buss	Buss

19.5.2 Journeys on tour shall be performed by the shortest practicable route, as may be decided by the Competent Authority whose decision shall be final. The claim shall in such cases be restricted to the amount so admissible.

19.5.3 Conveyance expenses shall be admissible from the residence of the employee to the bus / railway station / airport at his headquarters on both the outward and return journeys, to and from the bus / railway station /airport to and from his temporary residence at the outstation and conveyance from temporary residence at the outstation to the place of duty and back.

19.6 Accommodation on Tour

19.6.1 The entitlement for accommodation on tour shall be as under :

GROUP	HOTEL / INN
➤ Subordinate	One Star
➤ Clerical	Two Star
➤ Supervisory	Three Star
➤ Managerial :-	
▪ Drawing salary of Rs.1800/- or above	Four Star with ACC
▪ Drawing salary below Rs.1800/-	Four Star with ACC

The grading of the hotels is according to the current rating by the Pakistan Hotel Guide, which is summarized as Annexure "A". It is subject to such changes as may occur in the future according to circumstances prevailing at the time.

19.6.2 No employee shall be entitled to stay at Inter Continental or other five star hotels while on tour.

19.6.3 Wherever possible, employees of the Corporation shall endeavour to obtain accommodation at the Rest House unless accommodation is certified not to be available.

19.6.4 The claims for actual hotel expenses incurred by the employees shall be admissible only if supported by hotel bills and receipts to be submitted alongwith the TA bill. The hotel expenses will include room rent, service charges and taxes levied by the Government thereon from time to time.

19.7 Daily Allowance

19.7.1 A daily allowance to cover expenses such as meals, laundry, gratuities, refreshment and other incidental expenses shall be admissible as follows :

GROUP	DAILY ALLOWANCE	
	Where room rent is not claimed	Where room rent is claimed
<u>Managerial :</u>		
a. Drawing salary of Rs.1800/- or above.	Rs.100/- per day	Rs.80/- per day
b. Drawing salary of Below Rs.1800/-	Rs.85/- per day	Rs.70/- per day
<u>Supervisory</u>	Rs.65/- per day	Rs.50/- per day
<u>Clerical/Technicians</u>	Rs.40/- per day	Rs.30/- per day
<u>Subordinate</u>	Rs.25/- per day	Rs.20/- per day

19.7.2 For the purpose of calculation of day is to be reckoned from mid-night.

19.7.3 A part of day, at the commencement or end of the tour is to be reckoned as full day, if it is 8 hours or more, and half day if it is less than 8 hours but more than 4 hours.

19.7.4 The period of absence from headquarters shall commence from the time to departure of the employee from his residence or office, as the case may be, till the time of his return to his office or residence as the case may be.

19.7.5 Daily allowance at full rate shall be admissible for the entire period of continuous halt on temporary duty subject to a maximum period of 15 days without any special sanction or subject to reduction in rate.

19.7.6 Daily Allowance shall be admissible on Sunday and public holidays falling during the period of an employee's temporary duty at an outstation.

19.8 **Official Travel in other Cases**

19.8.1 A Competent Authority may sanction traveling allowance in cases other than for the circumstances specified in above rules, it may include travel :

- a) On recall from leave
- b) To obtain medical advice and treatment, of considered essential by the Medical Officer of the Corporation
- c) On retirement (excluding dismissal or termination of service).

Traveling allowance under this rule shall be calculated as for journey on tour provided no daily allowance shall be drawn for halts at outstations, except where specifically sanctioned.

19.9 **Other Re-imbursable Expenses**

19.9.1 Telephone calls (both local and long distance), telegrams and telex expenses, in connection with official work, shall be reimbursed at actual subject to the production of documentary evidence / receipts.

19.9.2 Any excess baggage charges and or Ontario incurred by an employee taking Corporation baggage shall be reimbursable at actuals.

19.9.3 Reservation charges of seats shall be reimbursable.

19.9.4 Cancellation charges of seats shall be reimbursed provided that it is certified by the Controlling Officer that the cancellation was unavoidable and in the interest of the Corporation and the booking was cancelled at the earliest opportunity.

19.9.5 No overtime shall be claimed for the period of tour.

19.10 Foreign Tour

- 19.10.1 Any employee who is required by the Corporation to go outside Pakistan on official business or on training shall be entitled to the actual cost of passage for transport.
- 19.10.2 During such travel the employee shall be permitted to carry such baggage as is permitted by the respective authority controlling the conveyance used. Any excess beyond the allowable limits shall be at the employee's expenses unless specifically permitted by the Corporation.

19.11 Re-imburement

- 19.11.1 Re-imburement shall be made to the employee upon submission of the Traveling Allowance Bill which should be prepared by the employee upon completion of his tour. The TA Bill should cover the period from the time of departure from the station of posting up to the time when the employee reported back to his station of posting.
- 19.11.2 All TA Bills shall be supported by relevant receipts, cash memos, vouchers and counterfoils of Air Travel etc., complete in every respect within a maximum of two weeks from the date of return to the station of posting and any balance due to the Corporation out of any expended advance refunded.
- 19.11.3 Any claims for reimbursement in respect of transfer shall be submitted complete in all respects in the case of employee within two weeks of the date of reporting at the station of posting and in case of his family members/dependents within a period of one month from the date of the journey. The letter is subject to the proving that the family joins the employee within six months from the date of transfer orders.
- 19.11.4 Any inadmissible expenditure, either in excess of the limits specified above or for want of documentary evidence, shall not be paid by the Corporation.

19.12 On Transfer

- 19.12.1 **Admissibility** :: The principle governing the transfer shall be the interest of the Corporation. The transfer on the request of the employee shall not be treated as transferred in the interest of the Corporation work unless the authority sanctioning transfer so directs in writing.

- 19.12.2 **Temporary Posting** :: A Competent Authority may depute on employee on duty outside his headquarters and order him to reside at a temporary headquarter for a period not exceeding 15 days. In such circumstances, traveling allowance as on transfer will not be admissible and the employee in question will draw only traveling allowance as on tour and daily allowance as authorized by the Competent Authority.
- 19.12.3 **Transfer Allowance** :: An allowance for the journeys on transfer shall be admissible as per entitlement specified in Annexure "B".

20 DISCIPLINE

20.1 Participation in Political Activity and / or Elections :

20.1.1. No employee of the Corporation shall take part in or subscribe in aid of or assist in any way, any political movement in Pakistan or relating to the affairs of Pakistan.

20.1.2 No employee of the Corporation shall canvass or otherwise interfere or use his influence in connection with or take part in any election to a legislative body, whether in Pakistan or elsewhere.

Provided that an employee of the Corporation who is qualified to vote at such election may exercise his right to vote but if he does so he shall give no indication of the manner in which he proposes to vote or has voted.

20.2 Misconduct or Breach of Discipline

The following shall be deemed to constitute misconduct or breach of discipline.

20.2.1 Negligence, inefficiency, inattention or inordinate delay in the performance of duty.

20.2.2. Impertinence, insubordination, disorderly behavior or intemperance.

20.2.3. Willful omission or commission against the interest of or resulting in loss to the Corporation.

20.2.4. Breach and evasion of rules, regulations, orders, instructions.

20.2.5. Irregular, late attendance and habitual absence from duty.

- 20.2.6. Conviction for a criminal offence involving moral turpitude.
- 20.2.7. Unauthorized disclosure of any confidential information or handing over confidential documents or copies thereof relating to the affairs of the Corporation / Projects or associated corporations sponsored or managed by the Corporation.
- 20.2.8. Acceptance from a subordinate employee of the Corporation or from any associated Corporations sponsored or managed by the Corporation or from persons having or likely to have dealings with the Corporation or from such Corporation or candidates for employment in the Corporation of any gifts. Gratifications, gratuities, rewards, loans or financial benefits whatsoever, directly or indirectly, on his behalf or on behalf of any other person of his family.
- 20.2.9. With-holding of any information or work from an Officer which he is normally entitled to have in normal performance of his duties or preventing an Officer from performing his duties and functions.
- 20.2.10 Willful tempering with, theft or destruction of any records, documents and any property of the Corporation or its associated Corporation.
- 20.2.11 Speculating in shares and securities of Corporations under the managing agency of the Corporation.
- 20.2.12 Borrowing money from or in any way placing himself under a pecuniary obligation to any employee of the Corporation or any person or firm having or to have dealings with the Corporation except a Bank in the normal course of its business.
- 20.2.13 Favoritism and nepotism.
- 20.2.14 Representing or submission whether personal or official either written or verbal to higher authority except through proper channel.
- 20.2.15 With holding of representation without due authority.
- 20.2.16 No employee shall make any statement, or address letters to the press or deliver a speech on Radio / TV etc., concerning the affairs of the Corporation unless duly authorized by the Competent Authority.
- 20.2.17 Striking work or inciting others to strike work or go slow.

20.2.18 Any other act of omission or commission which the Board or the Competent Authority may hold to be misconduct.

In the matter of misconduct or breach of discipline the employees other than managerial and supervisory shall be governed by the Industrial and Commercial Employment (Standing Orders) Ordinance, 1968.

21. P U N I S H M E N T

21.1 Punishment (For misconduct / indiscipline)

The following types of punishment or any other punishment as the Board may decide, depending on the nature of each offence / charge may be imposed for misconduct / indiscipline :

1. Censure
2. With holding or deferment of increments.
3. Demotion
4. Compulsory Retirement
5. Dismissal from service.

In the matter of punishment for misconduct / indiscipline the employees will be governed by the West Pakistan Industrial & Commercial Employment (Standing Orders) Ordinance, 1968.

In case of officer where disciplinary, action is necessary when he commits an act of misconduct, the following procedure shall be adopted :

- I)
 - a) He may be charge sheeted giving the date, time and place and nature of the alleged misconduct and
 - b) called for an explanation. The officer shall be allowed a reasonable time to prepare his explanation.
- II) A Board of Enquiry consisting of two or more officers senior in status to the employee concerned may be appointed for conducting enquiry into the alleged misconduct.

21.2 Suspension Pending Enquiries

An employee of the Corporation may be placed under suspension for an offence which, if established, may lead to dismissal or removal, during such suspension, he shall receive subsistence allowance equal to ½ of his salary. While under suspension an employee shall not leave his headquarters without the written permission of the Appropriate Authority.

21.3 Re – Instatement

When an employee is reinstated after suspension, he shall be entitled to receive payment as follows :

21.3.1. If he is found not guilty of misconduct, the full salary to which he would have been entitled had he not been suspended.

21.3.2 If otherwise he will not be entitled to receive any salary for the period of suspension or such proportion of pay and allowances as the Competent Authority may prescribe at its discretion.

21.4 Deduction from Salary or Pay

The Corporation may recover from any Officer or Employee by deduction from his salary or pay or from any other sums that may be due to him, for any loss or damage sustained by the Corporation by reasons of negligence or misconduct of the Officer or the Employee and the decision of the Board in respect of the monetary valuation of the loss shall be final and binding on the Officer or employee concerned.

22. APPEALS & REVISIONS

22.1 **Appeal against penalty** :: Any employee of the Corporation on whom a penalty has been imposed under these regulations, may within 30 days from the date of the communication of the order, appeal to such authority as may be prescribed.

Provided if the appellate authority is satisfied that there is sufficient ground for extending the time it may entertain the appeal at any time.

22.2 **Petition of Appeal** :: Every appeal preferred under these regulations shall be made in the form of a petition, in writing, and shall set forth concisely the grounds of objection to the order appealed from, and shall not contain disrespectful or improper language and shall be filed with the authority which or the authorized officer who as the case may be passed the original orders. The authority or the authorized officer, receiving the appeal, shall forward the same alongwith the comments within a fortnight to the appellate authority.

22.3 Determination of Appeal

22.3.1 The appellate authority shall cause notice to be given to the appellant and the authority or the authorized officer imposing penalty, of the time and place at which such appeal will be heard. The appellate authority shall sent for the record of the case, if such record is not already with it. After perusing such record and hearing the appellant, if he appears, and the representative of the punishing authority, if he appears, the appellate authority may, if it considers that there is no sufficient ground for interfering, dismiss the appeal or may :-

- a) Reverse the finding and acquit the accused; or
- b) Order and direct that further or fresh inquiry be made or
- c) Alter the finding maintaining the penalty or without altering the finding, reduce the penalty; or
- d) Subject to the provisions of sub-rule (2) enhance the penalty.

22.3.2 Where the appellate authority proposes to enhance the penalty, it shall :

- i. By order, in writing, inform the accused of the action proposed to be taken and the grounds of the action; and
- ii. Give him a reasonable opportunity to show cause against that action.

22.3.3 In dealing with an appeal, the appellate authority, if it thinks additional evidence to be necessary, may either take such evidence itself or direct it to be taken by the authorized officer and when such evidence has been taken the appellate authority shall thereupon proceed to dispose of the appeal.

22.4 Review and not appeal in certain cases :: Where the original order has been passed by the Board, no appeal shall lie, and instead, a review petition shall lie to the Board and the Board may, in its discretion, exercise any of the powers conferred on the appellate authority.

Provided that it shall not be necessary for the Board to afford the accused an opportunity to be heard in person except where the Board proposes to increase the penalty, in which case he shall, by order in writing, inform the accused of the action proposed to be taken and the grounds of the action and give him a reasonable opportunity to show cause against that action.

22.5 **No second appeal except in certain cases** :-

22.5.1 No appeal shall lie against any order made by the appellate authority except in case the appellate authority enhances the penalty.

22.5.2 In every case, in which the appellate authority enhances the penalty imposed by the authority or the authorized officer, the accused may, within 30 days of the communication of the orders, appeal to the authority next higher thereto :

Provided if the second appellate authority is satisfied that there is sufficient ground for extending the time, it may entertain the appeal at any time.

22.5.3 The appeal shall be filed in the manner indicated in rule 14 and the second appellate authority shall determine the appeal in the manner provided for the first appellate authority and may exercise any of the powers conferred on the first appellate authority.

22.6 **Revision** :

22.6.1 The Government may call for and examine the record or any proceeding before any authority for the purpose of satisfying as to the correctness, legality or propriety or any finding, penalty or order recorded or passed and as to the regularity of any proceeding of such authority.

22.6.2 On examining any record under this rule, the Board may direct the authority to make further inquiry into the charges of which the accused has been acquitted and discharged, and may, in its discretion, exercise any of the powers conferred on an appellate authority;

Provided any order under this rule made prejudicial to the accused shall not be passed unless he has been given an opportunity to show cause against the proposed action;

Provided further an order imposing punishment shall not be revised suo moto or otherwise after the lapse of a period of three months from the date of its communication to the accused if no appeal is preferred.

22.6.3 No proceeding by way of revision shall be entertained at the instance of the accused who has a right of appeal under these rules and has not brought the appeal.

23. **RETIREMENT**

23.1 The officers and supervisory personnel of the Corporation will retire from service on completion of 58 years of age.

24. **TERMINATION OF SERVICE**

24.1 After confirmation, the services of managerial personnel in regular service may be terminated by the Corporation without assigning any reason by giving him 90 days notice or in lieu thereof, by paying a sum equal to the salary for that period or a sum equal to the proportionate salary for unexpired period of notice.

STATION	ONE STAR	TWO STAR	THREE STAR	FOUR STAR
KARACHI	Al-Fayyaz International New Kashmir Park Salatine State	Holiday United -- -- -- --	Bristal Central Delux Excelsior North-Western T a j	Beach Luxury Imperial Jabees Metropole Midway House Palace
LAHORE	Al-Farooq Caravan Chambers City Clifton Crown Dehli Muslim Park – Way Shabistan	Braganza Nemat Kadah Orient Shobra Zonobies -- -- -- --	-- -- -- -- -- -- -- -- --	Ambassador Falatties Indus International -- -- -- --
RAWALPINDI	Carlton Lords Mashriq	Al – Hayat Park --	Mrs. Devies Priv Sliver Grill --	Flashman -- --

	MANAGERIAL	SUPERVISORY	CLERICAL	SUBORDINATE
Transportation of employees and his family	a. As per entitlements specified in Clause 19.5.1 b. Upto one servant class tickets.			
Transportation of conveyance owned by employee	C A R	Scoter/ Motorcycle	Scoter/ Motorcycle	C y c l e
Transportation cost :- a. Tpt. @ Rs.1.08 per metric ton per road mile	8-Metric tons	5 Metric Tons	2 Metric Ton	1 M.Tons
b. Packing	Rs.500.00	Rs.300.00	Rs.300.00	Rs.50.00
c. Handling	Rs.250.00	Rs.150.00	Rs.150.00	Rs.25.00
Transfer Grant	One month basic salary subject to a maximum of Rs.2500/- a. One daily allowance as per entitlement specified in Clause 19.7.1. b. One daily allowance on the day of arrival at the new station of posting for employee and his family members as in last column.			
NOTES :-	<ol style="list-style-type: none"> 1. Transportation, packing and handling entitlements shall be admissible in case of unmarried employees to a maximum of 50% of the normal entitlements. 2. No claim should be admissible under Item 1 and 2 together if the conveyance owned by the employee has been used by the employee in transporting either himself or his family during the transfer. 3. Daily Allowance at half the rate will be admissible for children between the age of 1 year to 12 years. 			