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PART-I

LABOUR & HUMAN RESOURCES DEPARTMENT

No.L-II-2-39/2020:- In exercise of powers conferred by section 19 read with section 9 of the Sindh Workers Welfare Fund Act 2014, the Government of Sindh are pleased to make the following rules to regulate and administer the services of the employees of Sindh Workers Welfare Board (including all its Streams Sections Offices Institutions):-

CHAPTER-I

1. **Short title and commencement.-** (1) These rules may be called the Sindh Workers Welfare Board Employees (Service) Rules, 2021.

(2) They shall come into force at once.

(3) These rules shall apply to all persons appointed on regular bass in whole-time employment of the Board except –

(a) the Chairman of the Board;

(b) persons appointed on contract or work-charged bass or those who are paid from contingencies;

(c) persons serving in the Board on deputation.

2. **Definitions.-** (1) In these rules, unless there is anything repugnant in the subject or context –

(i) "Act" means the Sindh Workers Welfare Fund Act 2014 **(Sindh Act No XXXIII of 2015);**

(ii) "Appendix" means the Appendix to these rules;

(iii) "appointing authority" means the board or an officer or authority, authorized by the board in this behalf and specified in these rules regarding appointment in Sindh Workers Welfare Board;

(iv) "Appellate Authority" means the officer or authority next above the appointing authority;

(v) "Basic Pay Scale" means scale of pay in which a post or group of posts is placed;

(vi) "Board" means the Sindh Workers Welfare Board constituted under section 3 of the Act;

(vii) "Chairman" means the Chairperson of the Board;

(viii) "contract appointment" means a appointment of a duly qualified person made against a permanent post for a limited period, in accordance with the prescribed method of recruitment;

(ix) "day" means a calendar day beginning and ending at midnight;

(x) "Department" means the Labour and Human Resources Department;

(xi) "duty" includes time spent on –

(i) probation or apprenticeship followed by confirmation or, as the case may be, regular appointment;

(ii) joining time;

(iii) a duly authorized course of instruction of training, including the time required for the journey, to and from, the place of such training;

(iv) attendance at an obligatory departmental examination, including a reasonable time required for journey to and from the place of examination and the day or days of the examination;

(v) time spent on authorized tour, leave; and

(vi) any extra work to be performed, under the orders of or with the permission of the appointing authority;

(xii) "employee" means an employee of the Board;

(xiii) "family" means wife or wives of an employee or husband or as the case may be, legitimate children and step children, residing with and wholly dependent on him;

(xiv) "Form" means the Form appended to these rules;

(xv) "Fund" means the Sindh Workers Welfare Fund constituted under the Act;

(xvi) "Government" means the Government of Sindh;

(xvii) "Headquarters of an employee" means, the headquarters of the office of the Board where he is employed and in which records of his office are kept;

(xviii) "holiday" means a day declared as such by order of the Board and includes optional or a gazatted holiday;

(xix) "Honorarium" means a recurring or non-recurring payment granted to an employee from the revenues of Board as remuneration for special and labourious work of an occasional character;

(xx) "initial appointment" means appointment made otherwise than by promotion or transfer or ceputation;

(xxi) "leave salary" means the monthly amount paid to an employee on leave;

(xxii) "Month" means a calendar month for calculating period expressed in terms of months and days, complete calendar months irrespective of the number of days in each should first be calculated and the odd number of days calculated subsequently;

(xxiii) "Grade" means a pay scale applicable to the employees of the Board;

(xxiv) "Pay" means the amount drawn monthly by an employees as –

(a) the pay, other than technical pay, special pay, personal pay or qualification pay, which has been sanctioned for a post held by him in which he has been confirmed or which is held by him in an officiating capacity;

(b) special pay, technical pay, personal pay and qualification pay; and

(c) any other emoluments which may be specially classified as a pay by the Board;

(xxv) "Pay Scale" means the pay scale applicable to the Sindh Government Servants, in which a post in the Board is placed;

(xxvi) "Personal Pay" means additional pay granted to an employee –

(a) to save him from loss of pay due to a revision of pay or any reduction of such pay other than as a disciplinary measures; and

(b) in exceptional circumstances, on other personal considerations;

(xxvii) "Project" means any project undertaken and managed by the Board directly or indirectly for which Board has paid the money under the Act; provided it does not have a separate legal entity;

(xxviii) "Secretary" means the Secretary of the Board;

(xxix) "Selection Board" means the Selection Board constituted by the Board for the purposes of making selection of persons of appointment (initial, by promotion or by transfer) to posts in pay scale 16 and above;

(xxx) "Selection Committee" means a Committee constituted for the purpose of making selection of persons for appointment (initial, by promotion or by transfer) to posts in pay scales 15 and below and consisting of such persons, as may be appointed to by the Chairman from time to time;

(xxxi) "service" means and includes the period during which an employee is on duty and as well as on duly sanctioned leave;

(xxxii) "Special Pay" means an addition, of the nature of pay, to the emoluments of a post granted in consideration of –

(a) the specially odorous nature of duties; or
(b) a specific addition to the work or responsibility; or
(c) the unhealthiness of the locality in which the work is performed; or
(d) any other functions, considered appropriate by the competent authority;

(xxxiii) "Subsistence Grant" means a monthly grant made to an employee who is not in receipt of pay or leave salary; and

(xxxiv) "Technical Pay" means pay granted to an employee by virtue of his possessing minimum technical qualification prescribed for a post;

(xxxv) "temporary post" means a post sanctioned for a limited time; and

(xxxvi) "tenure post" means a permanent post which may not be held by an employee for more than a limited period.

(2) The words and expressions used but not defined in these rules shall have the same meanings as assigned to them under the Act.

CHAPTER-2
GENERAL PROVISIONS

3. **Employees to be governed by these rules and subsidiary Orders.-** (1) The terms and conditions of service of an employee shall be, as laid down in these rules or in such subsidiary orders and instructions which may be issued, from time to time, with the approval of the Board, including such orders and instructions issued by the Government and made applicable to the employees with the approval of the Board.

(2) Any subsidiary orders and instruction in respect of any terms and conditions of service, duly made by, or issued with the approval of the Board and immediately in force before the commencement of these rules, shall, in so far as such rules and instruction are not inconsistent with the provisions of these rules, be deemed to be subsidiary orders and instructions issued with the approval of the Board in terms of sub-rules (1).

4. **Employment to be whole time.** Unless in any case it be otherwise provided, the whole time employee shall be at the disposal of the Board and he may be employed in any manner required by proper authority without claim for additional remuneration.

5. **Liability to serve in any post etc.** An employee shall be liable to serve anywhere, throughout Province of Sindh, in any post, office or project or in any post under the Federal Government or the Provincial Government or a Corporation or a body set up or established or managed by such government:

Provided that where an employee is required to serve in a post outside his service or cadre, his terms and conditions of service, as to his post, shall not be less favorable than those to which he would have been entitled if he had not been, so required to serve:

Provided further that an employee of 'Academic Cadre' and 'Skill & Training Cadre' shall neither permanently nor temporarily, be posted on any post or cadre outside his service or cadre.

6. **Claims to be preferred within six months.** Any claim against the Board made after six months of its becoming due shall not be paid unless the time-limit is specifically relaxed in individual cases by the Secretary of the Board, in his discretion:

Provided that claims which are more than three years old shall not be paid without the previous sanction of the Chairman, and such sanction shall be granted only if there are very strong reasons such as their affect on retirement benefits, etc.

Note:- These rules shall not apply to claims on account of gratuity which will be regulated by rules relating to gratuity.

CHAPTER – 3
APPOINTMENT
(PART – I)
GENERAL PROVISIONS

7. **Appointment to be against sanctioned posts.** All cadre appointments in the Board shall be made against sanctioned posts only. The posts sanction on the strength of the Board, shall be upgraded with the approval of the Board as per policy of the Government of Sindh, subject to possessing such qualifications prescribed for such upgraded posts.

8. **Appointment of incumbent on abolition of a post.** In the event of abolition of a post, the employee holding such post on regular basis may be appointed to another post in the same pay scale within the cadre, and if there is no such vacant post, to a post outside the cadre, in the same pay scale provided he is considered suitable by the appointing authority for appointment to such post and if no vacancy exists in a post in the same pay scale, the appointing authority at its option may either offer him a post in a lower pay *scale, if such a vacancy exists,* or terminate his service:

Provided that the person appointed to lower post, the pay being drawn by him in the higher post immediately preceding his appointment to a lower post shall remain protected:

Provided further that in the event of termination, the services of the junior most person in the cadre, to which the employee belongs, shall be terminated.

9. **Service and cadres:** Service in the Board shall consist of different cadres, as specified in Appendix-1 to these rules.

10. **Nomenclature of posts in each cadre, method of appointment, qualifications etc.-** (1) Appointment to posts, included in the cadre concerned, shall be made on regular basis by one or more of the following methods, namely:-

(i) by initial appointment, in accordance with Part-II of this Chapter;
(ii) by promotion in accordance with Part-III of this Chapter; and
(iii) appointment by transfer.

(2) The pay scale in which a post is classified, method of appointment, qualification and experience and other conditions, relating to various posts shall be such as laid down in Appendix-2 to these rules.

Provided that where a percentage has been specified for departmental promotion and initial appointment, promotion against the post reserved for departmental promotion shall be made first:

Provided further that if no suitable person is available for promotion, the vacancy may be filled by initial appointment.

(3) Subject to other provisions of these rules, no appointment to a post shall be made except on the recommendations of the Selection Committee or Selection Board comprising as follows:-

SELECTION BOARD

(i)	Secretary, Labour & HR Department	Chairman
(ii)	Secretary of the Board	Member
(iii)	Director (Finance) SWWB	Member
(iv)	Vice Commissioner SESSI.	Member
(v)	Director (Admn:) or Deputy Director (Admn:) SWWB	Member/Secretary

SELECTION COMMITTEE/PROMOTION COMMITEE

(i)	Secretary SWWB	Chairman
(ii)	Director (Finance) SWWB	Member
(iii)	Director (Works) SWWB	Member
(iv)	Deputy Secretary (A&C) SWWB	Member
(v)	Director (Admn.) or Deputy Director (Admn:) SWWB	Member/Secretary

(4) The Board or Committee may co-opt any technical person to select any technical person for appointment/promotion).

11. **Appointing Authority.** (1) The appointing authorities in respect of posts in the Board shall be such as mentioned below:-

Sr.#	Post	Appointing Authority
1.	Posts sanctioned in Basic Scales 1 to 15	Secretary of the Board.
2.	Posts sanctioned in Basic Scale 16 to 18.	Secretary, Labour & Human Resources Department.
3.	Posts sanctioned in Basic Scale 19 and above.	Chairperson of the Board.

(2) The appointing authority may authorize any officer to exercise its powers of appointing authority in respect of the posts specified by him.

(3) All appointments in the Authority shall be made with the approval of the Board.

(PART – II)
INITIAL APPOINTMENT

12. **Procedure for initial appointment.** (1) Initial appointment to posts in pay scale 16 and above shall be made by the appointment authority on recommendations of the Selection Board.

(2) Initial appointment to posts in pay scale-15 and below, shall be made by the "appointing authority" on recommendations of the Selection Committee concerned.

(3) A person, who is not a citizen of Pakistan and having no domicile of Sindh, shall not be eligible for appointment to any post.

(4) Persons married to a person who is not a citizen of Pakistan, shall not be appointed to a post in the Board except with the prior approval of the Chairman.

(5) A candidate for initial appointment must possess the required educational qualifications and experience and must be within the age limit laid down for the post in Part-II of Appendix-2 to these rules:

Provided that maximum age limit may be relaxed up to five years by the appointing authority, if no suitable candidate within the prescribed age limit is available; provided that the age limit relaxed by the Government, from time to time, shall also be applicable.

(6) The vacancies shall be advertised in the daily leading newspaper papers giving wide publicity.

13. **Observance of merit and provincial quota.** (1) Vacancies in the under mentioned posts, as are reserved for initial appointment, shall be filled on Sindh Province basis in accordance with merit:

(I) All posts in pay scale 16 and above;
(II) All posts in pay scale 7 to 15, which serve the whole Sindh.

Provided that the vacancies pertaining to Academic Cadre posts shall be filled by appointment of persons domiciled in respective Division.

(2) Vacancies in posts in pay scale 4 to 6, which serve only a particular District or Division shall be filled by appointment of persons domiciled in that District or Division.

(3) Vacancies in posts in pay scale 1 to 3 shall ordinarily be filled in on local basis.

(4) Vacancies which remain unfilled, by candidate belonging to the District or Division concerned, shall be carried forward and no substitute appointment shall be made, except with the sanction of Chairman for reasons to be recorded.

(5) The percentage for the appointment against the disabled quota shall be the same as per Government Rules or Policy or directions issued by the Board.

(6) The appointment against the employment against deceased quota shall be the same as per prevailing policy of Government.

(7) Five percent of the total vacancies available will be reserved for women.

(8) Quotas reserved under sub-rule-(5) and (7) will not apply to the –

(I) vacancies reserved for recruitment on the basis of merit;

(II) recruitment made by promotion or transfer in accordance with the relevant rules;

(III) short term vacancies likely to last for less than six months;

(Iv) isolated posts in which vacancies occur only occasionally;

(9) If qualified candidates are not available then these vacancies shall be filled on merit.

14. **Medical fitness.** (1) A candidate for initial appointment must be in good mental and physical health and free from any physical defect likely to interfere with the discharge of his duties.

(2) A candidate who, after such medical examination by the Medical officer or as the case may be, the Medical Board, as may be nominated by the Chairman is found not to satisfy these requirements shall not be considered for appointment.

(3) The medical certificate of health, shall be submitted in such form, as may be required by the Board which shall be recorded in the personal file and a copy shall be affixed to his first pay bill.

15. **Verification of character and antecedents.** (1) An initial appointment shall be subject to such verification of the character and antecedents of the candidate, as the "appointing authority" may require.

(2) No person, not already in service of the Board, Government or any other authority or body, shall be appointed unless he produces a certificate of good conduct from the principal of the academic institute last attended and a certificate of good conduct from an officer in Basic Pay Scale-17, or above in the service of the Federal or Provincial Government or any other autonomous body set up, managed or controlled by such government or a commissioned officer of the Armed Forces of Pakistan or an officer of Pay Scale-17 or above of the Board who is not related to the candidate.

16. **Declaration of secrecy.** The appointment of a person to any post in the Board, shall be subject to the signing of declaration of secrecy, in the form as the Board may require.

(PART – III)
APPOINTMENT BY PROMOTION

17. **Eligibility for promotion.** An employee possessing such qualifications, length of service and fulfilling other conditions, as are laid down in rule 20 and Part-III of Appendix-2, shall be eligible for promotion to a higher post, for the time being, reserved for promotion in the cadre, to which he belongs.

Explanation.- The prescribed minimum length of the service is a condition for eligibility for promotion and does not confer a right to promotion. Where a senior person has not put in requisite service, the junior, as a rule, should not be considered even if he fulfills the requisite condition of length of service. Even for Selection post, the persons shall be considered in the order of their seniority.

18. **Selection posts and non-selection posts for promotion.** Posts in pay scale 17, and above are selection posts, promotion to which shall be made on the basis of selection on seniority-cum fitness and posts in pay scale 16 and below are non-selection posts, promotion to which shall be made on the basis of seniority-cum fitness.

19. **Promotion in certain posts subject to length of service.** (1) No promotion shall be made unless the employee has completed the minimum length of service for promotion, as is specified below:

i)	For promotion to posts in pay scale-20	Seventeen years service in basic pay scale 17 and above, of which atleast five years service should be in basic pay scale 19 or equivalent position.
ii)	For promotion to posts in Pay Scale-19	Twelve years service in basic pay scale 17 and above, of which atleast five years should be in Pay Scale 18 or equivalent position.
iii)	For promotion to posts in Pay Scale-18	Five years service in Pay Scale-17.
iv)	For promotion to posts in other higher pay scales.	Five years service in respective scale.

(2) When initial appointment of a person, including a person who is already an employee of the Board, takes place in a post in basic pay scale 18, 19 or 20, the length of service specified, in this sub-rule (1), shall be reduced by the following periods, namely:-

Initial Appointment in	***Reduced by***
Pay Scale 18	05 Years
Pay Scale 19	12 Years
Pay Scale 20	17 Years

(3) When first appointment of a person, other than a person covered by sub-rule (2) was made in a post in the basic pay scale 15 or below, one- half of the service in BPS-16 and one-fourth of the service in BPS-15 or below, shall be counted as service in pay scale-17, for computing length of service, for the purpose of promotion only.

20. **Training on promotion.** Promotion to a post shall be subject to undergoing such training as may be specified by the Department in the case of promotion to posts in Basic Pay Scale 19 and above, and by the Secretary in other cases.

21. **Procedure for promotion.** (1) Promotion to posts in basic pay scale 16 and above shall be made by appointing authority on the recommendation of the Selection Board.

(2) Promotion to posts in basic pay Scale 15 and below shall be made, by the appointing authority, on the recommendation of the Selection Committee concerned.

(3) Only such persons who possess the qualifications and meet the conditions as laid down for promotion in rules 17, 19 and 20 and Part-III of Appendix-2, shall be considered by the Selection Board or by the Selection Committee, as the case may be.

(4) The Selection Board, or as the case may be, the Selection Committee shall consider the cases of eligible employees for promotion to higher posts in order of seniority-cum-fitness, on the basis of following:-

(I) recommend an employee for promotion to the next higher post;

(II) annual performance evaluation reports shall be given due importance for promotion;

(III) performance evaluation as reflected in the annual performance evaluation reports will be quantified according to formula enunciated in the enclosed guidelines and weightage shall be given to more recent appointments;

(iv) an employee once superseded for promotion, shall be eligible for reconsideration only after he earns one more confidential report;

(v) The minimum length of service required for promotion for various grades will continue to apply.

(vi) An employee on deputation to a foreign government, international agency abroad, will be considered for promotion only on his return to the Board. He shall be given intimation and asked to return to the Board before his case comes up for consideration for promotion in accordance with his seniority position. If he fails to return he will not be considered for promotion. Such an officer will have to earn atleast one performance evaluation report after his return to the Board before he is considered for promotion;

(vii) recommend an employee for supersession on the ground of his being unfit, for the time being, for such promotion; or

(viii) defer consideration of the case of an employee for promotion for good and sufficient reasons, for instance non-availability of one or more performance evaluation reports or other documents or information considered necessary for determining his fitness for promotion or deficiency in the required length of service for promotion;

(5) An employee who has been superseded, shall not be considered again unless he has earned one more performance evaluation report for full one year. An employee, whose case for promotion has been deferred, will be considered as soon as the reason, on the basis of which deferment took place, ceases to exist.

(6) An employee shall be promoted to a post within his own cadre and an employee who is posted outside his cadre will be considered for promotion on his turn and, if selected, he will be appointed formally (not actually) to the post in the higher scale. However the actual pay to the higher post will be given to him only when he resumes duty in his post, in the cadre to which he belongs or, as the case may be, in the higher post in his cadre to which his promotion has been approved by the appointing authority.

(7) An employee declining to avail the benefit of order of his first promotion shall not be considered for such promotion for the next four years from the date of such order and he shall stand superseded permanently on his foregoing such promotion for second time.

(PART – IV)
APPOINTMENT BY TRANSFER

22. **Appointment by transfer.** (1) Appointment by transfer shall be made by the appointing authority in the interest of the Board on a tenure basis for the period specified by the appointing authority which may, from time to time, if necessary, be extended.

(2) The appointing authority may repatriate the officer/official appointed by transfer to his parent department or original post even before the expiry of the period of his tenure.

23. **Procedure for appointment by transfer to the Board.** (1) Appointment by transfer to the Board shall only be made against a vacant post and having matching qualifications for the post, which is reserved for initial appointment.

(2) Sindh Civil Servants and employees of the corporations or other autonomous bodies set-up, managed or controlled by Government, or as the case may be, may with the consent of the competent authority concerned as the case may be or any other hereinafter called the "lending authority" be appointed by the appointing authority concerned on deputation to appropriate posts in the Board concerned on deputation to appropriate posts in the Board for such period and on such terms and conditions as may be determined by appointing authority in consultation with the lending authority.

24. **Procedure for appointment by transfer outside Board.** Appointment by transfer of an employee of the Board on deputation to Federal or a Provincial Government, autonomous body, corporation or an organization may be allowed by the appointing authority subject to its satisfaction.

(2) An employee will be relieved from his duty only when the terms and conditions regarding his deputation are settled between the Board and the borrowing agency.

(3) Promotion of an employee during on deputation outside the Board shall be governed under rule 21.

(4) An Employee shall continue to hold a lien during the period outside the Board unless it is terminated due to his induction or absorption with the prior approval of the appointing authority in the borrowing agency.

(5) The initial period of deputation shall be three years extendible up to another period of two years. The total period shall not exceed to five years. After expiry of this period the employee shall either join back or shall forfeit his lien on his post in Board.

(PART – V)
PROBATION

25. **Appointment to be on probation.** Person appointed by initial appointment or by promotion, shall be on probation for a period of one year.

(2) The period of probation may be extended for a further period not exceeding one year.

26. **Termination of probation period.** (1) On successful completion of probation period, the appointing authority shall, by specific order, terminate the probation.

(2) If no orders are issued under sub-rule (1) on the expiry of the first year of probation, the probation shall be deemed to have been extended for another one year under sub-rule (2) of rule 25.

(3) In the absence of any order under sub-rule (1), but subject to the provision of rules 27 and 28 the period of probation shall, on the expiry of the extended period under sub-rule (2) of rule 25, be deemed to have been successfully completed.

27. **Termination of service for unsatisfactory performance or failure.** Where in the opinion of the appointing authority, conduct or performance of a person has not been satisfactory, or where in respect of a post the satisfactory completion of probation includes the passing of a prescribed examination, test or successful completion of any course or training, a person appointed on probation to such a post who, before expiry of the probationary period of atleast two years (inclusive the extended period of one year), has failed to pass such examination or test or successfully complete such course or training, shall -

(I) if he was appointed to such post by initial appointment, be discharged; or

(II) if he was appointed to such post by promotion, be reverted to the post from which he was promoted and arrangement made to fill his post from which he was promoted shall be consequently reversed.

28. **Termination of probation in case of initial appointment subject to satisfactory character and antecedent.** Subject to rule 25, in the case of initial appointment to a post, an employee shall not be deemed to have completed his period of probation satisfactorily, until his character and antecedents have been verified as 'satisfactory' in the opinion of the appointing authority.

(PART – VI)
APPOINTMENT ON CONTRACT

29. **Appointment on contract.** (1) When the appointing authority considered it to be in the public interest to fill in a post falling within the purview of the Selection Board or Committee on urgent basis, it may proceed to fill in such post on contract basis for a period not exceeding one year.

(2) The post shall be advertised and the procedure laid down for initial appointment shall be followed.

30. **Savings.** Any person holding any post in the Board immediately before the coming into force of these rules shall continue to be in service and shall be deemed to have been appointed in accordance with these rules.

CHAPTER – 4
SENIORITY

31. **Seniority list.** (1) For proper administration of a cadre or post, the appointing authority shall cause a seniority list of the members for the time being, of such cadre or post, to be prepared, but nothing herein contained shall be construed to confer any vested right to a particular seniority in such cadre or post.

(2) A single unified seniority list shall be maintained for all the Wings/Units of Board according to respective cadre.

(3) Provisional seniority list shall be circulated to all the employees in the month of January every year, which shall be followed by final seniority list on issuance of replies to the complainants (if any); preferably by the month of March every year.

32. **Seniority on initial appointment.** Subject to rule 33, seniority of a person appointed by initial appointment, shall be reckoned from the date of regular appointment:

Provided that the –

(i) persons appointed on the basis of an earlier selection, shall rank senior to those appointed on the basis of a later selection; and

(ii) persons appointed to a post on the basis of the same selection, shall take seniority in the order of merit and if no order of merit was determined, persons older in age shall be senior to those younger in age.

33. **Seniority on promotion.** (1) Subject to rule 35, seniority of a post, to which an employee is promoted, shall take effect from the date of regular appointment by promotion to the higher post:

Provided that an employee -

(i) selected for promotion to a higher post, on an earlier date shall be senior to those selected for promotion on a later date;

(ii) who is inadvertently omitted from consideration in the original reference to the Selection Board or Selection Committee, when he is subsequently considered and approved, without being superseded he will take his seniority with the original batch; and

(iii) when in a single reference, the Selection Board or the Selection Committee, as the case may be, is asked to recommend more than one person and the recommendations of the Board or the Selection Committee are held up, in respect of one or more such persons, for want of complete papers or for reasons beyond the control of the person concerned, the recommendations of the Board or the Selection Committee, when subsequently made, will be deemed to have been made on the date when the recommendations in respect of the original batch were made:

Provided that a person selected in an earlier selection shall rank senior to a person selected in a later selection;

Provided further that the persons appointed by promotion on the basis of their inter-se seniority shall, on their promotion to higher post, retain the inter-se seniority in the lower post.

(2) In case of refusal or non-joining of an employee at the station of his posting on promotion, he shall loose his promotion and the next person, as per seniority list, shall be promoted. Two consecutive refusals will make the person ineligible for further promotion.

34. **Inter-se seniority of employees appointed in a calendar year.** Subject to rule 35, an employee appointed by promotion to posts, in a calendar year shall be senior as class to those appointed by initial appointment to such posts in that year.

35. **Date of regular appointment of persons of one batch.** If two or more persons are selected for initial appointment or, as the case may be for promotion in one batch, the earliest date on which a persons of that batch assumes charge of the post, after approval of such appointment, by the appointing authority shall be deemed to be the date of regular appointment of all persons of that batch, for purposes of seniority only.

CHAPTER – 5
CONDUCT

36. **Employee to abide by rules of the Board.** An employee shall abide by rules and regulations of the Board and obey the orders issued by the proper authority including the authority under whose jurisdiction and supervision he is, for the time being placed.

37. **Employee to inform if involved or convicted in a criminal case.** If an employee is involved in a criminal case or is convicted, he shall bring the fact of such involvement or conviction, as the case may be, to the notice of Secretary immediately or as soon as possible.

38. **Unauthorized communication of official documents or information.** No employee shall, except in accordance with any special or general order of the Secretary, communicate directly or indirectly any official document or information to an employee not authorized to receive it or to a non-official person, or to the press.

39. **Member of the parliament or assembly not to be approached.** No employee shall, directly or indirectly, approach any member of the National Assembly or Provincial Assembly, or any other non-official persons to intervene on his behalf in any matter relating to the terms and condition of service.

40. **Radio broadcast or television programme and communication to the press.** No employee shall, except with the previous sanction of the Secretary, or in the bonafide discharge of his duties, participate in a radio broadcast or television programme or contribute any article or write any letter, either anonymously or in his own name or in the name of any other person, to any newspaper or periodical:

Provided that such sanction shall generally be granted if such broadcast or television programme or such contribution or letter is not, or may not be considered, likely to jeopardizes the integrity of the employee, the security of Pakistan or its friendly relations with foreign states, or to offend public order, decency or morality, or to amount to contempt of court, defamation or incitement to an offence:

Provided further that no such sanction shall be required, if such broadcast or television programme or such contribution or letter is of a purely literary, artistic or scientific character.

41. **Employee not to take part in politics or election.** (1) No employee shall take part in, subscribe in aid of or assist in any way, any political movement in Pakistan or relating to the affairs of Pakistan.

(2) No employee 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, who is qualified to vote at an 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.*

42. **Employees not to express views against ideology of Pakistan.** No employee shall express views detrimental to the ideology or integrity of Pakistan.

43. **Use of political or other influence.** No employee shall bring or attempt to bring political or other outside influence, directly or indirectly, to bear on the Board or any employee or on Government or any Government servant, in support of any claim arising in connection with his employment as such or in respect of any matter relating to the appointment, promotion, transfer, punishment, retirement or other conditions of service of an employee.

44. **Employees not to keep contact with Foreign Missions.** An employee shall not approach or keep contact with a foreign mission in Pakistan except for reasons related to official work with prior permission of the Secretary.

45. **Employees not to approach a higher Authority without permission.** An employee shall not approach, either in person or in

writing, any higher authority outside the Board without obtaining prior permission of the Secretary.

46. **Employee not to be absent from the place of duty without permission.** An employee shall not be absent from the place of his duty without prior permission of the authority competent to grant him leave.

47. **Employee to promote interest of the Board.** An employee shall make utmost endeavour to promote the interest of the Board and shall not do anything to detrimental to its image.

CHAPTER – 6
DISCIPLINE, CRIMINAL CHARGES

(PART – I)
DISCIPLINE

48. **Authority and Authorized Officer.** "Authority" means the Board or an officer designated by the Board to exercise the powers of the Authority under this Chapter.

(2) "Authorized Officer" means an officer, authorized by the Authority to perform functions of an Authorized Officer, under these rules or if no officer is so authorized, the Authority.

49. **Authority.** Following officers are designated as "Authority" in terms of sub-rule (1) of rule 48, in respect of employees mentioned against them:

1) For employees in BPS-18 & above	Chairman Board
2) For employees in BPS-11 to 17.	Secretary Board
3) For employees in BPS-1 to 10.	Secretary Board or an officer authorized by him.

50. **Grounds of penalty.** (1) When an employee in the opinion of the Authority or as the case may be, the authorized officer -

(I) is guilty of misconduct; or

(II) is corrupt or may reasonably be considered corrupt, because -

(a) he is or any of his dependents, or any other person through him or on his behalf, is in possession of pecuniary resources or property disproportionate to his known sources of income and for which he cannot reasonably account for;

(b) he has assumed a style of living beyond his ostensible means of income;

(c) he has committed theft, fraud, misappropriation or dishonesty in connection with official business or property; and

(d) he is accepting or offering bribes or any illegal gratification; and

(III) is engaged, or is reasonably suspected of being engaged, in subversive activities, or is guilty of disclosure of official secrets to any unauthorized person and his retention in services is, therefore, prejudicial to the national security or the security of the Board and authority or, as the case may be, the authorized officer, may impose on him one or more penalties in accordance with these rules.

(2) For purposes of sub-rule (1), "misconduct" means conduct prejudicial to good order or service discipline or contrary to rules in Chapter 5 (Conduct) or unbecoming of an officer without prejudice to the foregoing, includes -

(I) willful in-subordination or disobedience of a reasonable or official order of his superior;
(II) willful damage or loss to office property;
(III) habitual late attendance and unauthorized absence;
(IV) absence without leave, which the employee is unable to explain the satisfaction of the authority competent to grant him leave;
(V) striking work or inciting others to strike work in contravention of the law;
(VI) disorderly behavior, within office premises;
(VII) misleading the management or the officer concerned with the matter by providing wrong information to gain some advantage in service;

(viii) favouritism or nepotism in discharge of official work or responsibility; and
(ix) indiscipline, breach of any order, and violation of any rule, or procedure of the Board.

51. **Penalties.** (1) The following are the minor and major penalties, namely:-

(i) **Minor penalties:**

(a) Censure;
(b) withholding, for a special period, promotion or increment, otherwise than for unfitness for increment, or financial advancement;
(c) recovery from pay, of the whole or any part of any pecuniary loss, caused to the Board negligence or breach of orders; and

(ii) **Major penalties:**

(a) reduction to a lower post or pay scale or to a lower stage in a pay scale;
(b) compulsory retirement from service;
(c) removal from service; and
(d) dismissal from service;

(2) Compulsory retirement or removal from services does not, but dismissal from service does disqualify for future employment.

(3) In this rule, compulsory retirement removal or dismissal from service does not include the discharge of a person -

(i) appointed on probation, during the period of probation or in accordance with the probation or training rules and rules applicable to him;

(ii) appointed to hold a temporary appointment or a post otherwise than under a contract, on the expiry of the period of such appointment; or

(iii) appointed on contracts, in accordance with the terms of the contract.

52. **Circumstances in which an employee may be suspended or required to proceed on leave.** In case an employee is accused of misconduct, corruption or subversion, the Authorized Officer may require him to proceed on leave or, with the approval of the authority, suspend him:

Provided that any continuation of such leave or suspension beyond three months on each occasion shall require approval of the authority.

53. **Subsistence grant, allowances and facilities during suspension.-** An employee under suspension shall be entitled to full amount of his salary and all other benefits and facilities, provided to him immediately before suspension, during the period of his suspension.

54. **Rejoining of an employee required to proceed on leave and reinstatement of a suspended employee.** (1) If an employee who proceeded on leave in pursuance of an order under rule 52 is not compulsorily retired, removed or dismissed from service, he shall be required to rejoin duty under the order of the competent authority and the period of such leave shall be treated as duty on full pay.

(2) If any employee who was suspended in pursuance of an order passed under rule 52 is not compulsorily retired, removed or dismissed from service or is not reduced to a lower post or pay scale, he shall be reinstated by the order of the competent authority. If the employee is not found guilty of any charge, the period of suspension shall be treated as duty on full pay plus such allowances, other than the allowances paid to him during suspension in accordance with rule 53 of which he was in receipt of immediately before his suspension, as may be specified by the competent authority, suspension as may be specified by the competent authority, and in such a case, the period of suspension shall not be treated as duty unless the competent authority so directs.

Explanation:- *In this rule, competent authority means the authority or, as the case may be, the authorized officer, who passes the final order in the case.*

55. **Procedure for disciplinary action.** (1) The Authorized Officer shall decide, whether in the light of facts of the case or the interests of justice, an inquiry should be conducted through an inquiry officer or an inquiry committee, and if he so decides the procedure indicated in sub-rules (3) and (4) shall apply.

(2) If the Authorized Officer decides that it is not necessary to have an inquiry conducted through an inquiry officer or an inquiry committee, he shall, by order in writing, inform the accused of the action proposed to be taken in regard to him and the grounds of the action and give him a reasonable opportunity of showing causes against that action:

Provided that no such opportunity shall be given where the authorized officer is satisfied that in the interest of the security of Pakistan or any part thereof, it is not expedient to give such opportunity.

(3) Where the Authorized Officer decides that an inquiry should be conducted, he shall -

(a) appoint an inquiry officer, senior in rank to the accused or an inquiry committee consisting of member's senior in rank to the accused;

(b) frame a charge and communicate it to the accused together with statement of allegations under his signature, explaining the charge and stating any other relevant circumstances, which are proposed to be taken into consideration and supply a copy at the same time to the inquiry officer or as the case may be, to the inquiry committee;

(c) require the accused to put in a written defence within a reasonable time which shall not be less than seven days from the day the charge has been communicated to him, and state at the same time whether he desires to be heard in person.

(4) The inquiry officer or, as the case may be, the inquiry committee, shall inquire into the charge and may examine such oral or documentary evidence in support of the charge or in defence of the accused shall be entitled to cross examine the witnesses against him. The inquiry officer or as the case may be the committee shall hear the case from day to day and no adjournment shall be granted except for reasons to be recorded in writing and for a period not exceeding seven days. Where the inquiry officer or as the case may be the inquiry committee, is satisfied that the accused is hampering or attempting to hamper the progress of the inquiry, he or it shall administer a warning and if thereafter he or it is satisfied that the accused is acting in disregard of the warning, he or it shall record a finding to that effect and proceed to complete the inquiry in such manner as he or it, thinks best suited to so substantial justice. The inquiry officer or, as the case may be, the inquiry committee shall, on conclusion of inquiry, submit his or its findings and the grounds thereof to the authorized officer.

(5) On receipt of the report of the Inquiry Officer or Inquiry Committee, or where no Inquiry Officer or Committee is appointed, on receipt of written defense or explanation of the accused to the show cause notice, the Authorized Officer shall determine whether the charge(s) has been proved, and if so, shall also tentatively decide the imposition of major or minor penalty in relation to the accused in the light of the inquiry report or the defense or explanation of the accused, as the case may be, and serve him with a final show cause notice, communicating him the penalty to be imposed, along with a copy of the inquiry report, if any, giving him a reasonable opportunity, which shall not be less than seven days or more than fourteen days, to defend himself against the proposed action.

(6) If on receipt of the final show cause notice, and after hearing the accused if he so desired, it is proposed to imposed a minor penalty, the Authorized Officer shall pass orders accordingly. If it is proposed to impose a major penalty, he shall forward the case to the Authority along with the charges and statement of allegation served on the accused, the explanation of the accused to the show cause notice, the findings of the inquiry officer or inquiry committee, if appointed, and his own recommendations regarding the penalty to be imposed. The authority shall pass such orders as it may deem proper.

(7) While imposing a penalty under these rules, the Authorized Officer, or the Authority, as the case may be, shall ensure that the penalty corresponds to the degree of involvement of the accused employee with particular reference to the nature of guilt, i.e. corruption,

negligence, inefficiency or misconduct and shall make a judicious decision, according to the facts, of the case and extent of the officer's involvement in it:

Provided that if the Authorized Officer or the Authority is not in agreement with the findings of the Inquiry Officer or Inquiry Committee, he may order a fresh inquiry through another Inquiry Officer or Inquiry Committee as deemed appropriate.

(8) A copy of the final order passed by the authority or as the case may be the authorized officer shall be delivered to the employee concerned and shall also be kept in his personal file.

Explanation.- The "accused" used in this rule, shall mean an employee against whom the action is proposed to be taken under these rules.

56. **Power of the inquiry officer and inquiry committee.** For the purpose of an inquiry, under these rules the inquiry officer and the inquiry committee shall have the powers of a Civil Court, trying a suit under the code of Civil Procedure, 1908 (act V of 1908) in respect of the following matters, namely:-

(I) summoning and enforcing the attendance of any person and examining him on oath;

(II) requiring the discovery and production of documents; and

(III) issuing commission for the examination of witnesses and documents.

57. **Rule 55 not to apply in certain case.** Nothing in rule 55, shall apply to a case -

(i) where the accused is compulsorily retired, removed or dismissed from service or reduced to a lower post or pay scale on the ground of conduct, which has led to a sentence or fine or imprisonment; or

(ii) where the authority is satisfied that for reasons to be recorded in writing, it is not reasonably practicable to give the accused an opportunity of showing cause.

(PART – II)

COMMITTAL TO PRISON AND PENDENCY OF A CRIMINAL CHARGE

58. **Suspension on committal to prison.** (1) An employee committed to prison, either for debt or on a criminal charge shall be considered under suspension from the date of his arrest and shall not be allowed to draw any pay until the termination of the proceedings against him when an adjustment of his pay and allowances shall be made with the approval of the competent authority according to the circumstances of the case.

(2) The full amount being given only in the event of the officer being acquitted of the blame, or if the imprisonment was for debt, of its being proved that the employees' liability arose from circumstances beyond his control.

59. **Pendency of a criminal charge.** (1) An employee, including an employee released on bail, against whom a criminal charge or a proceeding for arrest for debt is pending, shall also be placed under suspension by the competent authority by issuing specific order to this effect, during the period or periods, when he is not actually detained in custody or imprisoned, if the charge made or proceeding taken against him is connected with his position as an employee or is likely to embarrass him, in the discharge of his duties or involve moral turpitude.

(2) In regard to his pay and allowances, the provisions in rules 59, shall apply.

60. **Competent authority.** For purpose of these rules in this Chapter, the competent authority shall be -

(i) the Chairman in case of employees in basic pay scale 17 and above; and

(ii) the Secretary, in the case of employees in basic pay scale 16 and below.

CHAPTER – 7
RECORD OF SERVICE

61. **Record of service of each employee to be maintained.** A record of service of each employee shall be kept in such form as the Secretary may determine. Every step in an employee's official life should be recorded in his record of service and attested by the Secretary or an officer authorized by him in his behalf and the entries shall contain no erasures or over-writings.

62. **Personal file to be maintained.** (1) A personal file for each employee shall be maintained in which all papers relating to his service including verification of antecedents form, duly verified and authenticated pay, leave record, orders and notifications shall be kept.

(2) The personal file shall be page-numbered in ink and be kept in safe custody.

(3) The Secretary shall be responsible for the maintenance of personal files of all the employees.

63. **Date of birth.** (1) Every person, newly appointed to a post in the Board, at the time of his appointment shall declare the date of his birth, with as far as possible confirmatory documentary evidence documentary evidence, such as matriculation certificate, school leaving certificate, CNIC or a municipal birth certificate and in the absence of any such documentary evidence it shall be determined by the appointing authority on the basis of medical certificate issued by the Medical Board.

(2) The date of the employee determined under sub-rules (1), shall be recorded in his service record and properly attested.

(3) The date of birth once entered shall not be altered without the prior approval of the Board.

CHAPTER – 8
LEAVE, CASUAL LEAVE
(PART – I)
LEAVE

64. **When leave earned.** All service rendered by an employee qualifies to earn leave in accordance with these rules, but shall not be earned during the period of leave.

65. **Earning and accumulation of leave.** (1) An employee shall earn leave only on full pay, which shall be calculated at the rate of four days for every calendar month for the period of duty rendered and credited to the leave account as "Leave on Full Pay" and duty period of fifteen days or less in a calendar month being ignored and those of more than fifteen days being treated as a full calendar month for the purpose.

(2) If an employee proceeds on leave during a calendar month and the period of duty in either month is more than fifteen days, the leave to be credited for both the incomplete months shall be restricted to that admissible for one full calendar month only.

(3) Vacation staff (who avails summer and winter vacations) shall earn leave at the rate of one day for every calendar month of the period of duty rendered.

(4) There shall be no maximum limit on the accumulation of such leaves.

66. **Leave of full pay.** The maximum period of leave on full pay that may be granted at one time, shall be as follows:-

(i)	Without medical certificate	120 days
(ii)	With medical certificate	180 days; and
(iii)	On medical certificate from Leave account in entire service	365 days

67. **Leave on half pay.** Leave on full pay may, at the option of the employee, be converted into leave on half pay. The debit to the leave account shall be at the rate of one day of the former for every two days of the latter, fraction of one half counting as one full day's leave on full pay.

(2) The request for conversion of leave, referred to in sub-rule (1) shall be specified by the employee in writing.

(3) There shall be no limit on the grant of leave on half pay, so long as it is available by conversion in the leave account.

68. **Leave to be applied in terms of days.** Leave shall be applied for expressed and sanctioned, in terms of days.

69. **Extraordinary Leave (Leave Without Pay).** (1) Extraordinary leave without pay may be granted to a maximum period of five years, at a time; provided that the employee to whom such leave is granted has been in continuous service for a period of not less than ten years; and up to the maximum of two years, in case an employee has not completed ten years service but has been in continuous service for more than five years. Extraordinary leave without pay for a maximum period of two years may be granted at the discretion of the Chairperson.

(2) Extraordinary leave up to maximum period specified under sub-rule (1) may be granted subject to the conditions stated therein irrespective of the fact whether an employee is a permanent or temporary employee.

(3) Extraordinary leave upto a maximum period of two years, granted to an employee may be converted into leave on half average pay, subject to availability of sufficient balance of leave available in his leave account, as specified under rule 67(3).

70. **Recreation leave.** Recreation leave may be granted for fifteen days once in a calendar year. The debit to the leave account shall be for ten days leave on full pay.

71. **Leave not due.** (1) Leave not due may be granted on full pay, to be offset against leave to be earned in future, for a maximum period of three hundred and sixty five (365) days in the entire period of service, subject to the condition that during the first five years of service, it shall not exceed ninety (90) days in all.

(2) Such leave may be converted into leave on half pay.

(3) Such leave shall be granted only when there are reasonable chances of the employee's resuming duty on the expiry of the leave.

(4) Such leave shall be granted sparingly and to the satisfaction of the sanctioning authority but it shall not be admissible to temporary employees.

72. **Idaat leave.** (1) A female employee on the death of her husband shall be granted idaat leave on full pay, when applied for a period not exceeding one hundred and thirty days.

(2) Such leave shall not be debited to her leave account.

(3) Such leave shall commence form the date of death of her husband and for this purpose she will have to produce death certificate issued by the Medical Officer of hospital either alongwith her application for idaat leave or if that is not possible the said certificate may be furnished to the leave sanctioning authority separately.

73. **Maternity Leave.** (1) Maternity leave may be granted on full pay outside the leave account to a female employee, to the extent of ninety (90) days in all from the date of its commencement, or forty five (45) days from the date of her confinement, whichever be earlier.

(2) Such leave may not be granted for more than three (03) times in the entire service of a female employee; *provided that this condition shall not apply to the vacation staff.*

(3) For confinement beyond the third one, the female employee would have to take leave from her normal leave account.

(4) Maternity leave may be granted in continuation of or in combination with another kind of leave including extra-ordinary leave as may be due and admissible to a female employee.

(5) Leave salary shall be paid during maternity leave and it shall remain unaffected even if an increment occurs during such leave and the effect of such an increment shall be given after the expiry of maternity leave.

74. **Disability leave.** (1) Disability leave may be granted outside the leave account on each occasion upto a maximum of seven hundred and twenty (720) days, on such medical advice as the appointing authority may consider necessary to an employee, other than an employee in part-time or contract or adhoc, on contingent service or a probationer, disabled by injury, ailment or disease contacted in course or in consequence of duty or official position.

(2) The leave salary during disability leave shall be equal to full pay for the first one hundred and eighty (180) days and on half pay of the balance period.

75. **Leave Ex-Pakistan.** (1) Leave Ex-Pakistan may be granted on full pay to an employee who applies for such leave or who proceeds abroad during leave, or takes leave while posted abroad, or is otherwise on duty abroad and makes a specific request to that effect.

(2) Such leave salary shall be payable for the actual period of leave spent abroad subject to a maximum of one hundred and twenty (120) days at a time.

(3) Leave salary shall be drawn in Pakistan irrespective of the country where leave is spent.

(4) Leave ex-Pakistan shall not be allowed to an employee suspended or against whom disciplinary action has been initiated or any inquiries have been ordered.

(5) Leave ex-Pakistan shall be subject to the same limits and conditions as are specified in rules 65, 67, 68 and 70.

(6) Leave Ex-Pakistan shall only be granted with the approval of the Chairperson.

76. **Special leave.** (1) Special leave may be granted on full pay to an employee who remains away from his duty to work as Khuddam during Hajj in Saudi Arabia.

(2) Such leave shall not be debited to the leave account of the employee.

(3) Special leave may be allowed to such employee who applied for employment as Khuddam through proper channel.

(4) Special leave may be allowed for such a period for which the employee has been employed as Khuddam.

(5) Special leave shall be allowed subject to production of employment order as Khuddam with the application for such leave.

(6) Special leave may be taken with or in combination with other leave mentioned in this chapter except mentioned in rules 72, 73, 74 and 77.

(7) Special leave shall only be granted by the Secretary.

77. **Leave preparatory to retirement.** (1) The maximum period upto which an employee may be granted leave preparatory to retirement shall be three hundred and sixty five (365) days.

(2) Such leave may be taken subject to availability either on full pay or partly on full pay and partly on half pay or entirely on half pay, at the discretion of the employee.

78. **Encashment of refused leave preparatory to retirement.** (1) If in case of retirement on superannuation or voluntary retirement on completion of twenty five (25) years qualifying service, an employee cannot for reasons of public service be granted leave preparatory to retirement duly applied for in sufficient time, he shall in lieu thereof be granted lump sum leave pay for the leave refused to him subject to a maximum of Three hundred Sixty Five (365) days leave on full pay, if the employee has a credit balance of such leave.

(2) Such leave can be refused partly and sanctioned partly but the cash compensation shall be admissible for the actual period of such leave so refused not exceeding Three hundred Sixty Five (365) days.

(3) The payment of leave pay in lieu of such refused leave may be made to the employee either in lump sum at the time of retirement or may at his option be drawn by him month-wise for the period of leave so refused.

(4) For the purpose of lump sum payment in lieu of such leave only the "Senior Post Allowance" shall be included in "leave pay" so admissible.

(5) In case an employee on leave preparatory to retirement dies before completion of Three hundred Sixty Five days of such leave, his family shall be entitled to lump sum payment equal to the period falling short of Three hundred Sixty Five days.

79. **Power to refuse leave preparatory to retirement.** Ordinarily leave preparatory to retirement shall not be refused.

(2) All orders refusing leave preparatory to retirement to an employee and recalling employee from leave preparatory to retirement, shall be passed only by the following authorities; namely:-

(i) For employees BPS-16 and above ..... Chairman and
(ii) For employees BPS-15 and below ..... Secretary

80. **Encashment of leave preparatory to retirement.** (1) An employee may fifteen (15) months before the date of superannuation or on twenty five years qualifying service at his option, be allowed to encash his leave preparatory to retirement, if he undertakes in writing to perform duty in lieu of the whole period of three hundred and sixty five days or lesser period which is due and admissible.

(2) If an employee does not exercise his option subject to sub-rule (1) then it shall automatically be understood that he has exercised his option for encashment.

(3) In lieu of such leave, leave pay may be claimed for the actual period of such leave subject to a maximum of Three hundred Sixty Five days.

(4) If at any time during such period leave is granted on account of ill health, supported by medical certificate or for performance of Hajj, the amount of cash compensation on pay account of leave pay shall be reduced by an amount equal to the leave pay for half the period of leave so granted.

(5) The employee shall submit the option to the authority competent to sanction leave preparatory to retirement, who shall accept the option and issue formal sanction for the payment of cash compensation.

(6) For the purpose of payment in lieu of such leave -

(i) the rate of leave pay shall be the rate admissible at the time the leave pay is drawn;

(ii) the leave pay may be drawn at any time for the period for which duty has already been rendered; and

(iii) only the "Senior Post Allowance" shall be included in the leave pay as admissible.

81. **In-service death, etc.** (1) In case an employee dies, or is declared permanently incapacitated for further service, a lump sum payment equal to leave pay up to Three hundred Sixty Five (365) days, out of leave at his credit shall be made to his family or as the case may be, to the employee.

Explanation:- *For sub-rule (1) "Family" means widow or widows, real sons and daughters amongst whom the lump sum payment shall be distributed according to the religion or fiqah of the deceased employee, as declared in his nomination paper placed in his personal file or record, at the time of his employment.*

(2) For the purpose of lump sum payment under sub-rule (1) only the "Senior Post Allowance" shall be included in the "Leave Pay" as admissible.

82. **Reasons need not be specified, etc.** (1) It shall not be necessary to specify the reasons for which leave has been applied so long as that leave is due and admissible to an employee.

(2) Leave applied for on medical certificate, shall not be refused; provided that the authority competent to sanction leave may at its discretion secure a second medical opinion, by requesting the Medical Officer or Medical Board as the case may be, to have the applicant medically examined.

Explanation:- *For the purpose of sub-rule (2) medical officer or Medical Board, as the case may be, shall be as is appointed by the Secretary.*

83. **Leave when starts and ends.** Leave may commence from the day following that on which an employee hands over the charge of his post and may end on the day preceding that on which he resumes duty.

84. **Recall from leave etc.** (1) If an employee is recalled to duty compulsorily with the prior approval of the Secretary from leave of any kind, that he is spending away from his headquarters, he may be granted a single return fare plus daily allowance as admissible on tour from the station where he is spending his leave to the place where he is required to report for duty.

(2) In case the employee is recalled to duty at headquarters and his remaining leave is cancelled, the fare then admissible shall be for one way journey only.

85. **Overstayed after sanctioned leave, etc.** (1) Unless the leave of an employee is extended, by the authority competent to sanction the same, an employee, who remains absent after the end of his leave, shall not be entitled to any remuneration for the period of such absence and without prejudice to any disciplinary action that may be taken against him, double the period of such absence shall be if debited against his leave account.

(2) Such debit shall, if there is insufficient credit in the leave account, be adjusted against future earning.

86. **Any type of leave may be applied.** As employee may apply for any type of leave which is due and admissible to him and it shall not be refused on the ground that another type of leave should be taken in the particular circumstances, for example, an employee may apply for extra-ordinary leave or leave on half pay even if leave on full pay is otherwise due and admissible to him or he may proceed on extra ordinary leave followed by the leave on half pay and full pay rather than that on full, half pay, and without pay.

87. **Combination of different types of leave etc.** One type of leave may be combined with joining time or with any other type of leave otherwise admissible to the employee:

Provided that leave preparatory to retirement shall not be combined with any other kind of leave:

Provided further that special leave shall be combined with any other kind of leave subject to sub-rule (6) of rule 76.

88. **Employee on leave not to join duty without permission before its expiry.** Unless he is permitted to do so by the authority which sanctioned his leave, an employee on leave may not return to duty before the expiry of the period of leave granted to him.

89. **Leave due may be granted on abolition of post, etc.** (1) When a post is abolished, leave due to the employee whose services are terminated in consequence thereof, shall be granted without regard to the availability of a post for the period of leave.

(2) The grant of leave in such cases shall, so long as he does not attain the age of superannuation, be deemed automatically to have also extended the duration of the post and the tenure of its incumbent.

90. **Manner of handing-over charge when proceeding on leave, etc.** (1) An employee proceeding on leave shall handover the charge of his post, and if he is in BPS-17 or above, he shall, while handing over charge of the post sign the 'charge relinquishment report'.

(2) If leave ex-Pakistan has been sanctioned on medical grounds, the employee shall take abroad with him a copy of the medical statement of his case.

91. **Assumption of charge on return from leave, etc.** (1) An employee on return from leave shall report for duty to the authority that sanctioned the leave and assume charge of the post to which he is directed by that authority unless such direction has been given to him in advance.

(2) In case he is directed to take charge of a post at a station other than that from where he proceeded on leave, travel expenses as on transfer shall be payable to him.

92. **Leave to lapse when employee quits service.** All type of leave at the credit of an employee shall lapse when he quits service.

93. **Pay during leave.** (1) An employee is entitled of leave pay during leave on full pay equal to his pay drawn by him before proceeding on leave.

(2) When leave on half pay is taken the amount calculated under sub-rule (1) shall be halved.

(3) An employee shall be entitled to the leave pay at the revised rate of pay, if a general revision of pay of employees takes place or an annual increment occurs during the period of leave of the employee.

94. **Leave cannot be claimed as of right.** Leave cannot be claimed as a right when the exigencies of services of official business or interests so require the discretion to refuse is reserved to the authority empowered to grant it.

95. **Authorities competent to grant leave.** The authorities competent to grant leave shall be as follows:-

(1)	For employees in BPS-19 and above	**Chairperson**
(2)	For employees BPS-16 to BPS-18	**Administrative Secretary**
(3)	For employees BPS-01 to BPS-15	**Secretary Board or any officer authorized by him.**

96. **Application and sanction for leave.** An application for grant or extension of leave must be made on the prescribed form to the authority competent to sanction leave and should be submitted through the immediate officer-in-charge.

(2) A report on the admissibility of leave shall be obtained before leave is sanctioned.

(3) An employee shall not proceed on leave until it has been formally sanctioned and communicated to him:

Provided that if in circumstances beyond his control it was not possible to obtain previous sanction, the leave may be sanctioned if the authority competent to sanction leave is satisfied that it was not possible for the employee to obtain previous sanction.

97. **Leave not admissible during suspension.** Leave shall not be granted to an employee, who is under suspension.

(PART – II)
CASUAL LEAVE

98. **Casual leave technically not absence from duty.** Casual leave is not recognized and is not subject to any rule and technically, therefore, an employee on casual leave is not treated as absent from duty and his pay is not intermitted. Casual leave must not, however, be given so as to cause evasion of the rules or orders regarding -

(1) date or reckoning pay and allowances;
(2) charge of office;
(3) commencement and end of leave;
(4) return to duty,

so as to extend the term of leave beyond the time admissible by rules.

99. **Maximum amount of casual leave in a year.** Casual leave shall be admissible for the maximum period of twenty five (25) days in a calendar year.

(2) Casual leave at one time shall not ordinarily exceed five (5) days except with the approval of the Secretary.

(3) Casual leave shall be reckoned at the rate of two days for every calendar month, if an employee initially recruited.

(4) Casual leave not taken during the year shall lapse at the end of the year.

(5) Casual leave may be taken with or in combination with any other kind of leave as mentioned in this Chapter, except with the leave mentioned in rule 71.

(6) Recreation leave may be granted for fifteen days from casual leave account by debiting ten days to it, once in a year.

100. **Casual leave Ex-Pakistan.** The Secretary may permit an employee to avail himself of casual leave ex-Pakistan in special circumstances, subject to the condition that the maximum limit of twenty five days is not exceeded.

101. **Authorities competent to sanction casual leave.** The authorities competent to grant casual leave shall be as follows:-

(1)	For Secretary Board	**Secretary of Department**
(2)	For employees BPS-16 & above	**Secretary Board**
(3)	For employees BPS-01 to BPS-15	**Director (Admn:) or any officer authorized by Secretary of Board**

CHAPTER – 9
PAY AND ALLOWANCES

102. **Pay scales and grades.** The pay scales and grades for the employees of Board shall be same as of the civil servants of Government, with revisions from time to time.

103. **Remuneration and other facilities of staff of Board.** The officers and staff appointed in the Board may be granted such additional remuneration and special allowances in addition to the salary and allowances admissible to Government servants working in the same pay scale as Board may determine from time to time.

(2) The officers and staff of the Board shall be entitled for such Leave, Medical Facility, Travelling Allowance, Daily Allowance, General Provident Fund, Pension and Gratuity, Death Incentive, Education Facility or such other benefit(s) as may be approved by the Board from time to time.

(3) In respect of Pension to employees, a Pension Fund / Trust shall be setup by the Secretary Board with the consensus of Chairman Board.

104. **Authority competent to fix pay.** The fixation of pay shall be within the competence of the appointing authority or an officer authorized by in this behalf.

105. **Fixation of pay on initial appointment.** Pay on initial appointment of a person to a post shall be fixed at the minimum of the pay scale.

106. **Fixation of pay on promotion.** If an employee is appointed by promotion to a higher post, or as a result of upgradation of his post, his pay shall be fixed, at the stage next above his pay in respect of the lower post or the pay scale:

Provided that if such a stage gives a pay increase equal to or less than a full increment in the higher pay scale, the pay shall be fixed after allowing a premature increment in the pay stale of the higher post:

Provided further that in the case of an employee who is promoted to a higher post, carrying same pay scale which he has already reached, the pay shall be fixed at the next stage and after allowing one premature increment over the stage which he had reached, but not beyond the maximum of the pay scale of the higher post to which he has been promoted.

107. **Annual increment.** (1) An increment shall be drawn as a matter of course unless it is withheld as a penalty under these rules.

(2) The annual increment in the pay scale shall accrue on the first day of the month of December, following the completion of atleast six months of such service at the relevant stage counts for increment.

108. **Personal pay on reaching the maximum of pay scale.** Any employee, who has reached the maximum of his pay scale, shall be allowed personal pay equal to annual increment of the pay scale of employee.

109. **Additional pay.** Where the additional charge of a vacant post is entrusted in its entirely, with the approval of the appointing authority, to another employee holding an equivalent post, the employee may be granted a special pay of twenty percent of his pay, for the actual period of additional charge.

(2) An employee, who is given, with the approval of the appointing authority current charge of a higher post in addition to his own duties, shall not be entitled for additional pay.

(3) The additional charge under sub-rule (1) and (2) shall not be allowed for a period of less than thirty days or more than six months, and the vacancy shall be filled before expiry of six months.

110. **Grant of Honorarium.** The **Chairperson** may grant honorarium to employees from the revenues of Board as remuneration for work performed, which is occasional in character and either so laborious or of such special merit as to justify a special reward.

111. **Allowances and perquisites.** The allowances, including overtime allowance and perquisites shall be admissible to employees on the rates and conditions as approved by Board from time to time.

CHAPTER – 10
TRAVELING ALLOWANCE
(PART – I)
GENERAL PROVISION

112. **Traveling allowance to cover expenses on tour and transfer.** Traveling allowance shall be granted to an employee to cover the expenses which he incurs on traveling on duty in the interest of the Board and it is not be treated as a source of income. The payment of Traveling Allowance shall be made as per rates notified by Government from time to time.

113. **Journey to be undertaking with approval.** Journey on tour and transfer shall be undertaken with the prior approval of the Secretary of the Board.

114. **Categories of employees for calculating traveling allowance.** For the purpose of calculating traveling allowance, there shall be following categories of employees, namely :-

Category-I	employees in grade – 17 and above;
Category-II	employees in grade – 11 to 16;
Category-III	employees in grade – 04 to 10; and
Category-IV	employees in grade – 01 to 03.

115. **Kinds of traveling allowance.** The following are the different kinds of traveling allowance, may be drawn in different circumstances by the employees, namely:-

(a) Kilometreage Allowance;
(b) Daily allowance; and
(c) Actual cost of traveling.

(PART – II)
KILOMETREAGE ALLOWANCE

116. **Kilometreage allowance.** A Kilometreage allowance shall be calculated on the distance traveled to meet the cost of a particular journey.

117. **Principles of calculation.** (1) For the purpose of calculating kilometreage allowance, a journey between two places is held to have been performed by the shortest of two or more practicable routes or by the cheapest of such routes as may be equally short:

Provided that, when there are alternative railway routes and the difference between them in point of time and cost is not great, kilometreage allowance should be calculated on the route actually used.

(2) The shortest route is that by which the traveler can most speedily reach his destination by the ordinary modes of, traveling, and the Secretary may, in a case of doubt, decide the shortest of two or more routes.

(3) If an employee travels by a route which is not the shortest but is cheaper than the shortest, his kilometreage allowance shall be calculated on the route actually used.

(4) The Secretary may for special reasons which shall be recorded, permit kilometreage allowance to be calculated on the route other than the shortest or cheapest, provided that the journey is actually performed by such route in the interest of the Board.

118. **Point of commencement and end of journey.** Kilometreage allowance shall be admissible from the residence of the employee to the railway station or the airport, as the case may be, and when journey is performed by public transport plying for hire on single seat basis, to the bus or taxi-stand at his headquarters and from the railway station or the airport or the bus or taxi-stand to the place of his temporary residence at the outstation and vice versa.

119. **Employee to travel by class of accommodation.** An employee shall travel by the class of accommodation for which traveling allowance is admissible to him. The provision regulating kilometreage allowance contained in these rules are subject to the conditions that if an employee travels in a lower class of accommodation, he shall be entitled to the fare of the class of accommodation actually used.

120. **Kilometreage allowance to be calculated differently.** Kilometreage allowance shall be differently calculated, where the journey is, or could be made by railway, by road, or by air.

121. **Class of railway accommodation to which employees are entitled.** (1) For the purpose of calculating kilometreage allowance, an employee when traveling by railway is entitled to the class of entitlement as follows:-

i) **An employee of Category – I.**

Accommodation of the highest class, by whatever name it may be called, provided on the railway by which he travels.

ii) **An employee of Category – II.**

First class (Sleeper) accommodation, or, if traveling on any line which does not provide such accommodation on any train, the next lower.

iii) **An employee of Category – III.**

First class (Sitter) accommodation, or, if traveling on any line which does not provide such accommodation on any train, the next lower; and

iv) **An employee of category – IV.**

The lowest class, by whatever name it may be called.

(2) Except in the case of journey on transfer, the kilometreage allowance admissible to an employee is the fare of the class in which he is entitled to accommodation plus daily allowance as admissible.

122. **Kilometreage allowance for journey by road.** (1) For journey by road, kilometreage allowance shall be admissible at the following rates, namely:-

	Mode of Travel	Rate per Kilometer
(a)	Personal car or by engaging a full taxi.	Rs. 10.00
(b)	Motor-Cycle or scooter	Rs. 04.00
(c)	Public transport plying for hire on single seat basis: for all employees	Rs. 03.00

Note: *These rates shall stand revised, whenever any revision of rates is made by the Government of Sindh.*

Note: ***"Personal Car"*** *means a car registered in the name of the employee claiming the kilometreage allowance or in the name of any member of his family.*

(2) When road kilometreage is claimed for a journey by road between places connected by railway, it shall be open to the controlling officer either to allow full road kilometreage if he is satisfied that the interest of the Board was served by road journey which would not have been served had the employee traveled by railway, or to limit the kilometreage allowance to what would have been admissible had the employee traveled by railways.

(3) Employees shall be allowed to use the mode of transport as shown below:-

Mode of Transport	Grade of Employee
Personal car or by engaging a full taxi	Category-I employees (in case of others, taxi may be engaged, if the urgency of the situation so demands, with the approval of the controlling officer).
Motor-Cycle or Scooter	Category-I and II employees.
Bicycle, etc. and public transport plying for hire on single seat basis:	All Employees.

123. **Fraction to be omitted.** In calculating kilometreage allowance for road, fractions of a kilometer shall be omitted from the total of a bill for any one journey but not from the various items which make up the bill.

124. **Kilometreage allowance for journey by air.** (1) Travel by air means journey performed through the national air-lines regularly plying for hire and shall not include journey performed by private aeroplane or air taxis. Travel by air shall be admissible on tour or on transfer in the following cases, namely:-

(i) In the case of an officer holding a post in grade-17 and above;

(ii) In the case an officer to whom clause(i) does not apply, whenever the Secretary authorizes travel by air on the ground that air travel is necessary in the interest of the Board.

(2) All employees shall travel in economy class while undertaking journey on duty by air within Pakistan.

(3) An employee entitled to travel by air on tour shall be entitled to one air fare or the actual cost of the return air tickets if such tickets are available.

(4) An employee who is not authorized to travel by air but who performs a journey by air on tour draw only the traveling allowance to which he would have been entitled if he had traveled by rail or road subject to the concition that traveling allowance so drawn shall, in no case, exceed the traveling allowance that would have been admissible to him under sub-rule (4).

(PART – III)
DAILY ALLOWANCE

125. **Daily allowance defined.** A daily allowance means uniform allowance for each day of absence from headquarters intended to cover the ordinary daily charges incurred by an employee in consequence of such absence.

126. **Daily allowance to be drawn on tour.** Unless in any case it be otherwise expressly provided, a daily allowance may be drawn while on tour by every employee whose duties require that he should travel shall not be drawn except while on tour.

127. **Scale of daily allowance and hotel charges.** Daily allowance shall be admissible to Board employees as per rates notify by Government for various basic pay scales, from time to time.

128. **An employee not to be provided with means of conveyance or draw actual cost of traveling.** Unless in any case it is otherwise expressly provided in these rules, no employee is entitled to be provided with means of conveyance by or at the expense of the Board or to draw as traveling allowance for the actual cost or part of the actual cost of traveling.

129. **Traveling allowance calculated with reference to purpose of journey.** (1) The traveling allowance admissible to an employee for any journey shall be calculated with reference to the purpose of the journey.

(2) Unless in any case it be otherwise provided in these rules an employee making journey for any purpose, is not entitled to recover from the Board, the cost of transporting his family or his personal luggage, conveyance, tents and camp equipage.

(PART – IV)
JOURNEY ON TOUR

130. **Headquarters of an employee.** (1) The headquarters of an employee shall be at such place as the appointing authority may by order, in writing, specify.

(2) As a general rule and subject to any special orders to the contrary in particular case, the headquarters of an employee shall be the headquarters of the office of the Board where he is employed and where the records of his office is kept.

131. **When an employee is on tour.** (1) An employee shall be on tour when absent on duty, from his headquarters either within or, with proper sanction, beyond his sphere of duty.

(2) In a case of doubt, the Secretary may decide whether a particular absence is absence on duty for the purpose of sub-rule (1).

(3) The Chairman may impose such restrictions as he may think fit on the frequency and duration of journey to be made on tour by any employee or class of employees.

132. **Traveling allowance on tour drawn in the shape of daily allowance.** Except where otherwise expressly provided in these rules, an employee may draw traveling allowance for journey on tour in the shape of daily allowance.

133. **When daily allowance may be drawn.** (1) Daily allowance for each calendar day shall be admissible for the period of absence from headquarters involving actual night stay at the place of halt. Where night stay is not involved, and if absence from headquarters exceeds four hours including time spent in transit, half daily allowance shall be admissible. Not more than one daily allowance shall be admissible on any calendar day involving night stay. A fraction of a calendar day shall be reckoned as a calendar day for this purpose. A period of absence from headquarter commences from the time of departure of the employee from his office or residence, as the case may be, till the time of his return to his office or residence, as the case may be. The period of forced delay in transit may be treated as part of the total transit period.

(2) In the case of departure from headquarters, the rate of daily allowance during transit shall be the same as admissible at the station of immediate destination. In the case of return to headquarters, the rate shall be the one admissible at the last station of temporary duty before return to headquarters.

(3) Daily allowance may not be drawn for any day on which an employee does not reach a point outside a radius of sixteen kilometer from the headquarters or return to his headquarters from a similar point.

(4) Daily allowance may be drawn during a halt on tour or on a Sunday or a holiday occurring during a tour.

(5) An employee of grade 17 or below may stay in the government or public sector corporation's guest houses, rest houses and motels or hotels other than five star hotels. In addition to the admissible daily allowance mentioned in rule 130, he may claim actual room rent charges on production of receipts up to three times the amount of daily allowance. If the amount is claimed without receipts, it shall be two times of the daily allowance.

(6) An employee in grade 18 and above may stay in hotels and claim actual room rent chares on production of receipts up to three days daily allowance, one and half of the paid allowance for specified station and at non-specified station. If the room rent charges are in excess to the maximum of the ceiling aforementioned, fifty percent of the additional amount shall be paid by the Board.

Explanation.- *The term "actual room rent" includes taxes, duties and service charges relating to the rent of a single room in a hotel.*

134. **Employee availing casual leave while on tour.** An employee who takes casual leave while on tour, shall not be entitled to daily allowance during such leave, and an employee, who takes casual leave immediately on the conclusion of temporary duty, may draw daily allowance for the day of departure from the outstation to which he would have been entitled had he not proceeded on casual leave.

135. **Exchange of daily allowance with Kilometreage allowance.** (1) Subject to any conditions which a competent authority may by general or special order impose, an employee may exchange his daily allowance for kilometreage allowance on any day on which -

(i) he travels by railway; or
(ii) he travels more than thirty two kilometers by road; or
(iii) he travels by air:

Provided that if a continue journey extends over more than one day, the exchange must be made of all such days and not for a port of them.

(2) When a journey by road is combined with a journey by railway, under clause (i) in sub-rule (1) -

(a) kilometreage allowance may be drawn on account of such kilometreage but such kilometreage shall be limited to the amount of daily allowance unless the journey by road exceeds thirty two kilometers; and

(b) unless such journey by road be a journey to, or from, the employee's headquarters or temporary residence at a place of halt, kilometreage allowance shall be calculated on the distance actually traveled without regard to the points specified in rule 120.

136. **Traveling allowance on transfer admissible if the transfer be in the interest of Board.** Traveling allowance may not be drawn by an employee on transfer from one station to another unless he is transferred in the interest of the Board and is entitled to pay during the period taken up by the journey. A transfer at request of the employee shall not be treated as transfer in the interest of the Board unless the authority sanctioning the transfer, for special reasons which should be recorded, otherwise directs.

Explanation.- *Transfer means movement of an employee from one headquarter or station where he is employed, to another such station, either to take up the duties of a new post or in consequence of change of his headquarters.*

137. **Kilometreage allowance.-** An employee may draw kilometreage allowance for a journey on transfer.

138. **Entitlement on transfer.** Unless in any case, it be otherwise expressly provided in these rules, an employee shall be entitled on transfer to the following allowance, namely:-

I) **Transfer Grant:**
   a) Employees possessing a family ..... One month's pay.
   b) Employees not possessing a family... Half month's pay.

   Note: *Transfer grant is admissible in all cases where traveling allowance on transfer is otherwise admissible under these rules.*

II) **Actual rail or air fare** for the employee and one or half fare, as the case may be, for each member of the family, or if he travels by road, he may draw road kilometreage at twice the rate applicable to him under rule 125 and if two members of family accompany him he may draw additional road kilometreage and if more than two members of family accompany him, twice that rate.

III) One daily allowance at special rate is payable during journey period for every four hundred eighty kilometers of road distance and in case of journey on transfer by air one daily allowance for each calendar day of the actual period taken in transit shall be admissible.

IV) One daily allowance at the rate applicable to the station is payable in respect of the employee and in respect of each member of his family above twelve years and one-half of the rate for every child above the age of twelve years, for the day of arrival at the new place of posting.

V) The maximum limits up to which personal effects may be transported a Board expense shall be as follows:-

Category-I Employees	
Possessing a family.	4500 Kilograms. (120 Maunds)
Not possessing a family.	2240 Kilograms. (60 Maunds)
Category-II Employees	
Possessing a family.	3000 Kilograms. (80 Maunds)
Not possessing a family.	1500 Kilograms. (40 Maunds)
Category-III Employees	
Possessing a family.	1500 Kilograms. (40 Maunds)
Not possessing a family.	760 Kilograms. (20 Maunds)

Category-IV Employees	
Possessing a family.	560 Kilograms. (15 Maunds)
Not possessing a family.	380 Kilograms. (10 Maunds)

vi) Cost of carriage of personal effects up to the maximum number of kilograms, as specified in clause (e), shall be allowed at the rate of as admissible to the civil servants of Government per kilometer per kilogram from the residence of the employee at the old station to his residence at the new station irrespective of the mode by which the personal effects are carried, and charges for the transport of personal effects may be allowed if they do not for good and sufficient reasons accompany him but are carried within a reasonable time before or after the date of his journey on transfer.

vii) The employee claiming the cost of transporting personal effects must support his claim by a certificate that the actual expense incurred was not less than the sum claimed, he shall state in the certificate the weight of the personal effects actually carried out and the amount actually paid for their transport separately by rail, road or other craft, and the controlling officer shall record a certificate that the claim in reasonable, and receipts in support of claim for transportation of personal effects will not be required.

Explanation:- *The term "Personal effects" satisfy himself that a claim for reimbursement is reasonable.*

139. **Transportation of conveyance.-** (1) An employee may draw the actual cost of transportation at owner's risk, conveyance on the following scale if the following condition are fulfilled, namely :-

(i) The distance traveled exceeds one hundred and thirty two kilometers;

(ii) the possession of the conveyance shall be advantageous from the point of view of efficiency of the employee in the post, which he is going to join; and

(iii) conveyance is actually transported by railway or other craft.

SCALES OF CONVEYANCE

Category of Employee (1)	Scale allowed (2)
First category	A motor-car or motor-cycle/scooter
Second category	A motor-car or motor-cycle/scooter
Third category	A motor-car/Scooter or a bicycle

(2) The conveyance may be transported by passenger train but if is transported by goods train, it is permissible to charges to the authority the packing charges to, and from, the goods shed; provided that it does not exceed the cost of transportation of conveyance by the passenger train, and this sub-rule shall, mutatis mutandis, apply to an employee of third category who carries an ordinary.

(3) An employee, who transports his motor-car or scooter by road between stations connected by rail, may draw two rupees per kilometer for a motor-car and one rupee for a motor-cycle or scooter, if the employee and his family travel in their own car, he may draw actual railway fare for member of his family, and in that case transportation charges for motor-car or motor-cycles or scooter shall not be admissible.

(4) When an employee is not entitled to carry a motor-car or motor-cycle of scooter at the expenses of the Board, there is no objection of to their inclusion as part of personal effects provided these are within the prescribed maximum limit specified in clause(v) of rule 138.

(5) There is no objection if the personal effects do not accompany an employee for good and sufficient reasons but are carried within a reasonable time of the date of his journey on transfer, and the controlling officer should also certify on the body of the bill that he has scrutinized details & satisfied himself that claim is reasonable.

(6) A member of an employee's family, who follows him within six months or precedes him by not more than one month, may be treated as accompanying him, if any member of the family travels from a place other than the old station of the employee, traveling allowance may be allowed to him; provided that it does not exceed the total Kilometreage allowance that would have been admissible had such member proceeded from the old station to the new station, and for the purposes of this rule, the grade of an employee may be determined with reference to the facts on the date of his transfer, while the number of fares admissible shall be determined with reference to the facts on the date of journey in respect of which traveling allowance is claimed, and when traveling allowance is claimed for members of the family, their number, relationship and ages shall be mentioned in the traveling allowance bill.

(7) If the family of an employee, in consequence of his transfer, travels to a station other than the new headquarters, traveling allowance for the family may be drawn subject to the condition that it does not exceed the traveling allowance which would have been admissible if the family had proceeded to the new headquarters station direct.

140. **Traveling allowance when leave is taken before joining a post.** If an employee proceeds on leave on full pay not exceeding one hundred days after making over charge of the old post and before taking over charge of the new post, he may draw usual traveling allowance irrespective of the fact whether the order of transfer was received before or after the commencement of leave, and where he proceeds on leave exceeding one hundred and twenty days, he shall not entitled to any traveling allowance.

(PART – VI)
JOURNEY TO JOIN FIRST POST

141. **Traveling allowance to join first post not admissible.** (1) No traveling allowance shall be admissible to any person for a journey to join his first post in the Board.

(2) When an employee who was discharged owing to a reduction of establishment or the abolition of his post is reappointed, the appointing authority may permit him to draw traveling allowance for so much of his journey to join his new post as falls within Pakistan, and in such a case, traveling allowance shall be drawn for halts on the journey.

(PART – VII)
JOURNEY TO GIVE EVIDENCE OR TO ATTEND A COURT OF LAW

142. **Traveling allowance to give evidence of facts of which the employee has official knowledge.** (1) If an employee is summoned to give evidence in a criminal case, a case before a court martial a civil case which the Board or the Government is a party or a departmental enquiry held by a duly constituted authority in the province or in foreign territory provided that facts as to which he is to give evidence have come to his knowledge in the discharge of his duties as an employee of the Board and the court is situated beyond sixteen kilometers radius of his headquarters, he may draw traveling allowance as for a journey on tour attaching to his bill a certificate of attendance given by the court or other authority which summoned him. The employee who draws such traveling allowance should not accept any payment of expenses from the court or the other authority and shall obtain and attach to the bill a non-payment certificate from the court or the other authority. Any fees which may be deposited in the court or with the other authority for the traveling and subsistence allowance of the witness must be credited to the Board.

(2) If the court is situated within sixteen kilometers of his headquarters and then the employee is not entitled to any traveling allowance, he may accept the actual traveling expenses from the court.

(3) When an employee is on leave and is summoned to give evidence in the circumstances stated in rule 143, he may be paid traveling allowance to and from the place where he is spending leave.

(4) In case an employee is summoned to give evidence in his private capacity, he is not entitled to any traveling allowance except that which he is paid by the court under its own rules. If the court pays him any sum as subsistence allowance or compensation apart from payment for traveling expenses he must credit that sum to the Board before drawing full pay for the day or days of absence.

(PART – VIII)
JOURNEY TO PLACES OUTSIDE PAKISTAN

143. **Traveling allowance for journey on duty to places outside Pakistan.** When an employee is required to proceed to places outside Pakistan on official duty, the Secretary shall decide the scale on which he shall draw the traveling allowance keeping in view the scale admissible to civil servants of Government on similar duty and subject to the condition that the scale so fixed shall not exceed that admissible to a civil servant.

(PART – IX)
CONTROLLING OFFICER

144. **Controlling Officer.** (1) The Secretary shall be the controlling officer for traveling allowance purposes for all employees of Board.

(2) No bill for the traveling allowance shall be paid unless it is signed by the employees and countersigned by the controlling officer.

145. **Duties of the controlling officer.** Before signing or countersigning traveling allowance bill, the controlling officer shall -

(a) scrutinize the necessity, frequency and duration of journeys and halts for which traveling allowance is claimed and disallow the whole or part of the traveling allowance if he is satisfied that the journey was not necessary or that halt was of excessive duration;

(b) scrutinize the distance given in the bill;

(c) satisfy himself that kilometreage allowance for journey by rail or steamer has been claimed at the rate admissible to him and actually used by him;

(d) where the actual expenses on account of cost of transportation of personal luggage are also claimed, see that these are according to the prescribed scale and are reasonable, and disallow any claim which, in his opinion, does not fulfill that condition;

(e) check any tendency to abuse the option of exchanging daily allowance for kilometreage allowance; and

(f) observe any subsidiary rules, rules or order which a competent authority may frame for his guidance.

CHAPTER – 11
JOINING TIME

146. **When joining time is granted.** Joining time shall be granted to an employee to enable him to join a new post to which he is appointed while on duty in his old post.

147. **Joining time treated as duty.** (1) An employee on joining time shall be regarded as on duty and shall be entitled to the pay which he would have drawn if he had not been transferred or the pay which he shall draw on taking charge of the new post, whichever is less.

(2) An employee who does not join his new post within his joining time is not entitled to any pay or leave salary after the end of the joining time. Willful absence from duty after the expiry of joining time may be treated as misconduct.

148. **Calculation of joining time.** Not more than one day may be allowed to an employee to join a new post when the appointment to such post does not necessarily involve a change of residence from one station to the other, and a holiday shall count as a day for this purpose.

(2) On transfer from one station to the other, six (6) days may be allowed for preparation and in addition, a period to cover the actual journey calculated as follows:-

(a) for journey by railway	One day for each five hundred kilometers or fraction thereof or any longer time actually occupied in the journey.
(b) for journey by motor-car	One day for each four hundred fifty kilometers or faction thereof or any longer time occupied in the journey.
(c) For journey by air	Number of days actually taken in air journey.

(3) The joining time is normally calculated by the route which travelers ordinarily use irrespective of the route by which the employee has actually traveled.

(4) The maximum joining time is limited to seven days, a Sunday is not included for the purpose of the calculation under sub-rule (2) but is included in the maximum period of seven days.

(5) The Secretary may, for reasons to be recorded extend the joining time calculated under sub-rule (2) which shall not ordinarily be extended beyond ten days except where he is satisfied that the employee, notwithstanding due diligence on his part, had to spend more time on the journey that is allowed by the rules or where the employee was prevented from joining his post within the joining time in circumstances beyond his control.

(6) The Secretary may, in special circumstances, reduce the period of joining time admissible under this rule.

CHAPTER – 12
MEDICAL ATTENDANCE AND TREATMENT

149. **Free medical attendance and treatment.** (1) Save as otherwise expressly provided in these rules, and excluding the employee covered under the social security schemes, all employees of Board shall be entitled free of charge medical attendance and treatment.

(2) When an employee is entitled under sub-rule (1) to medical attendance and treatment free of charge, any amount paid by him on account of such medical attendance and treatment shall be reimbursed to him by the Board subject to production of a certificate in writing by the authorized medical attendant and after necessary verification by him and subject to such other conditions as are specified in these rules in this behalf or are specified by the Secretary, in general or special orders.

Explanation-I. *- For purposes of rules in this Chapter –*

(i) "Authorized Medical Attendant" means a registered medical practitioner appointed or nominated by the Board for its employees or a class of its employees for purposes of medical attendance and treatment;

(ii) "family" means parents, husband, wife or wives, legitimate children, step children of the employee; residing with and wholly dependent upon him;

(iii) "medical attendance" means an attendance in a recognized hospital including such pathological, bacteriological, radiological, ultrasonic or other methods of the examination for purpose of diagnosis as are available in such hospital, dispensary or the clinic;

(iv) "recognized hospital" means a hospital or dispensary maintained by the Board or a Government hospital or a hospital recognized by the Board for medical attendance and treatment of its employees;

(v) "treatment" means the use of all medical and surgical facilities available at the recognized hospital, in which an employee is treated and includes –

(a) employment of such pathological, bacteriological, radiological, ultrasonic, or other methods as are considered necessary by the authorized medical attendant;

(b) the supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital;

(c) the supply of such medicines, vaccines, sera or other therapeutic substances not ordinarily so available as the authorized medical attendant may certify in writing to be essential for the recovery or for prevention of serious deterioration in the condition of the employee;

(d) such accommodation as is ordinarily provided in the recognized hospital and is suited to status of the employee as specified below :-

i.	Employee in grades 17 and above	A private room
ii.	Employee in grade 16 and below	General Ward

(e) such nursing as is ordinarily provided to in-door patients by the recognized hospital;

(f) dental treatment which includes treatment of alveolar (gum and jaw bone) disease, extraction of teeth, and removal of odontomas and impacted wisdom teeth, treatment of dental carries, gingivitis, pyorrhea and filing (temporary or permanent), of dental carries including root canal treatment and scaling, but does not include dental implants, orthodontic appliances, bridging, crowning and provision of dentures or other cosmetic treatment;

(g) assessment of eye defect, medical and surgical treatment of eye diseases including plantation of I.O.L. but does not include provision of glasses;

(h) the provision of artificial limbs, joints and implants;

(i) the facility of circumcision;

(j) the facility of Physio Therapy as commended by the authorized medical attendant.

Explanation-II.- *Free medical treatment does not include diet, private nursing and provision of accommodation superior to that described in clause (d) and the employee shall have to pay such charges.*

150. **Procedure.** (1) Medical attendance and treatment may be obtained from the Authorized Medical Attendant.

(2) In case of emergency, the employee may get treatment form the nearest medical centre or the nearest registered medical practitioner, and any expenses incurred on such medical attendance and treatment shall be reimbursed by the Board on production of emergency certificate by the treating doctor and receipts verified and countersigned by the authorized medical attendant.

(3) If a facility is not available in a hospital or dispensary maintained by the Board or in a recognized hospital then such hospitals may refer the patient to another hospital or medical specialist where such facility is available, and traveling allowance will be admissible to the patient and his attendant, if so recommended by the doctor, accompanying with him (patient) as per restriction laid down in Part-V of Chapter 10 of these rules.

151. **Treatment at an outstation.** If an employee on tour or leave outside his headquarter falls ill, he may get medical attendance and treatment from any local registered medical practitioner or at a local government hospital, and any expenses incurred on such medical attendance and treatment shall be reimbursed to him on production of receipts or cash vouchers duly verified by the medical officer from whom the facility is availed.

152. **Medical attendance and treatment of members of family.** (1) Save as provided otherwise in these rules and subject to sub-rule (2), the family of an employee shall be entitled, free of charge, to medical attendance and treatment by the authorized medical attendant and at recognized hospitals on the scale and under the conditions allowed to the employee himself, and this shall include confinement of an employee's wife in a hospital but not pre-natal or post-natal treatment at the employee's residence.

(2) Family of an employee in grade 1 to 10, residing at station other than his headquarters station, shall be allowed medical attendance and treatment with in an over-all prescribed ceiling subject to rule 153.

(3) In the case of a chronic disease, the Authorized Medical Attendant may refer the patient, to a Government medical officer or to a Government hospital or to any other hospital within Pakistan and any expenditure incurred on such medical attendance and treatment shall be reimbursed on production of receipts and cash vouchers, verified and countersigned by the authorized medical attendant, and treatment abroad shall be governed according to Policy applicable to civil servants of Government issued from time to time for treatment abroad.

(4) Maternity charges shall be reimbursed to the employees of the Board on production of receipts and cash vouchers, countersigned by the authorized medical attendant.

153. **Re-imbursement of the cost incurred on medical treatment and purchase of medicine.** (1) Employees of the Board shall be entitled to re-imbursement of the cost incurred by him on outdoor medical treatment and purchase of medicines relating to chronic diseases as notified by the Finance Department, Government of Sindh, as per ceiling giving below:-

i)	Married	40% of the running basic pay; and
ii)	Un-married	25% of the running basic pay.

Provided that claim shall be supported with duly verified prescription and voucher of the medicine by the authorized medical attendant.

(2) The competent authority may allow re-imbursement of cost of medicines, in case these exceed those given in sub-rule (1), if condition so justify.

(3) Employee is entitled to re-imbursement without any limit in case of in-door treatment subject to such terms and conditions as specified in this Chapter for this purpose.

154. **Treatment abroad.** In case of treatment abroad, the rules and procedure approved by the Government for civil servants shall, mutatis mutandis, apply on the employee for the purpose of these rules and subject to such other conditions as specified in these rules.

CHAPTER – 13
RETIREMENT, RESIGNATION AND TERMINATION OF SERVICE

155. **Retirement on attaining the prescribed age.** An employee shall retire from service on completion of the sixtieth year of his age.

156. **Retirement on completion of twenty-five years qualifying service.** An employee, other than an employee against whom a disciplinary action is pending, may seek retirement after completing twenty-five years qualifying service, and such an employee shall, at least three months before the date he intends to retire, submit a written intimation to the competent authority indicating the date on which he intends to retire, and such an intimation, once submitted, shall be final and shall not be allowed to be modified or withdrawn after it has been accepted by the competent authority.

157. **Resignation subject to previous notice.** (1) Subject to sub-rule (3) and (4) an employee may resign from his post by giving one month notice in writing which shall not become effective until it is accepted by the competent authority and till, such time the resignation is accepted, the employee shall continue in service and cannot absent himself from his duties without proper leave. Any violation of this provision shall amount to misconduct for purpose of discipline.

(2) The appointing authority may, in its discretion, accept pay for one month in lieu of notice or an amount equal to his pay for the un-expired period of the notice period if the employee so requests.

(3) Acceptance of resignation shall be subject to recovery of any dues or moneys to be recoverable from the employee.

(4) If a disciplinary case is pending against the employee, the resignation may not be considered until the disciplinary case is finalized.

158. **Termination of service without notice.** The service of an employee may be terminated without notice -

(i) during the initial or extended period of probation in accordance with rule 27; and

(ii) on the expiry of the initial or extended period of probation.

(2) Where, on the abolition of a post or reduction in the number of posts, the service of an employee is required to be terminated, the person whose service is terminated, shall ordinarily be the one who is the most junior in his cadre or post, and such an employee shall be given one month's notice or pay for one month in lieu of notice.

(3) Notwithstanding the provisions of sub-rule (1) but subject to sub-rule (2), the service of a temporary employee shall be liable to termination at any time on one month's notice or pay in lieu thereof.

159. **Competent authority.** The competent authority for purpose of this Chapter shall be the authority competent to make appointment to the post held by the employee concerned.

CHAPTER – 14
APPEAL AND REPRESENTATION

160. **Appeal against an order imposing a penalty.** Every employee shall be entitled to appeal to the appellate authority, specified in rules 163, against an order, passed by the authority or an authorized officer imposing upon him any penalty.

161. **Appeal against an order other than an order imposing a penalty.** An employee shall be entitled to prefer appeal to the appellate authority, specified in rule 165, against an order passed by an authority which -

(i) alters to his disadvantage, the conditions of service, pay allowances or gratuity; or

(ii) interprets to his disadvantage, the provisions on any rules whereby his conditions of service, pay allowances or gratuity are regulated; or

(iii) terminates his employment or gives notice of such termination, otherwise than -

(a) on his reaching the age of superannuation; and
(b) in accordance with the provisions of these rules:

Provided that no appeal or review shall lie on matters relating to the determination of fitness, of a person to hold a particular post or to be promoted to a higher post or grade.

162. **Circumstances in which a representation may be submitted.** Where no provision for appeal or review in respect of any order relating to the terms and conditions exist under these rules, an employee aggrieved by any such order may, within thirty days of the communication to him of such order, make a representation to Chairman whose decision thereon shall be final:

Provided that no representation shall lie on matters, relating to the determination of fitness of a person to hold a particular post or to be promoted to a higher post or grade.

163. **Appellate authority.** (1) For purpose of rule 162, the appellate authority shall be the authority next above the authority competent to impose a penalty on the employee.

(2) For purpose of rule 160, the appellate authority shall be the authority next above the authority competent to make appointment to the post held by the employee; provided that where the orders are passed by the Chief Minister, the appeal shall lie before him for review his orders.

164. **Procedure for submission of appeal.** (1) Every employee preferring an appeal under rule 158 or 159 shall do so separately in his own name and the appeal shall be authenticated by the signature of the appellant.

(2) Every appeal shall be accompanied by the copy of the order appealed against.

(3) Every appeal shall contain all material statements and arguments relied upon by the appellant and shall contain no disrespectful, improper or inappropriate language, and shall be complete in itself.

(4) Every appeal shall be submitted through proper channel and through the authority from whose orders the appeal is preferred.

(5) Every appeal shall be submitted within a period of thirty days of the communication of the order appealed against.

165. **Withholding of appeal.** (1) An appeal may be withheld by an authority equal or higher than the authority from whose order it is preferred, if –

(I) it is an appeal in a case in which no appeal lies under these rule; or

(ii) it does not comply with the provisions of sub-rule (1) (3) and (4) of rule 164; or

(iii) it is not preferred within the time specified in sub-rule (5) of rules 164 and no reasonable cause is shown for the delay; or

(iv) it is addressed to an authority to which no appeal lies under these rule; or

(v) it is a repetition of a previous appeal already considered and decided by the appellate authority and no new facts or circumstances are adduced which afford a ground for a reconsideration of the case:

Provided that in every case, in which an appeal is withheld, the appellant shall be informed of the fact and the reason for it:

Provided further that an appeal withheld on account only of failure to comply with the provisions of sub-rule (1), (3) or (4) of rule 164 or clause (d) of this sub-rule, may be re-submitted within one month of the date on which the appellant is informed of the withholding of appeal and if re-submitted in a form which complies with these provisions or is addressed to the proper appellate authority, as the case may be, it shall not be withheld.

(2) No appeal shall lie against the withholding of an appeal under this rule by an authority competent to do so.

166. **Transmission of appeals.** (1) Every appeal which is not withheld under rule 165, shall be forwarded to the appellate authority with an expression of opinion by the authority from whose orders it is preferred.

(2) A list of appeals withheld under sub-rule (1) of rule 165, with reasons for withholding, shall be forwarded quarterly by the withholding authority to the appellate authority.

(3) An appellate authority may call for appeal withheld under sub-rule (1) of rule 165 and may pass such orders as it may consider fit in accordance with rule 168.

167. **Pending appeals.** All appeals and representations competently made, under the rules in force immediately before the date on which these rules came into force, and pending on that date, shall be deemed to be appeals and representation made under these rules.

168. **Orders on appeal by the appellate authority.** (1) In the case of an appeal, under rule 161, the appellate authority shall consider –

(I) whether the facts, on which the order appealed against was based, have been established;

(II) whether the facts established afford ground for taking action; and

(III) whether the penalty is excessive, adequate or inadequate and after such consideration shall confirm, set aside, vary or modify the order appealed against.

(2) In the case of an appeal under the rule 161, the appellate authority shall pass such order as, having regard to all circumstances of the case, appear to it just and equitable.

(3) The authority from whose order an appeal is preferred shall give effect to any order made by the appellate authority.

CHAPTER – 15
CONTRIBUTORY PROVIDENT FUND

169. **Emoluments, family and year.** (1) For the purposes of this chapter, and unless there is anything repugnant in the subject to context –

(i) 'emolument' means –

(a) pay;
(b) senior post allowance;
(c) special pay of all types;
(d) personal pay;
(e) technical pay; and
(f) any other emoluments which may be specially called as such, for the purpose of rules in this Chapter and include leave salary and subsistence grant;

(ii) 'family' means –

(a) in case of a male subscriber, the wife or wives and children of the subscriber and widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber proves, that, his wife has been judicially separated from him or has ceased under the customary law of the community, to which the spouse belongs, to be entitled to maintenance, the spouse shall henceforth be deemed to be no longer a member the subscriber's family, in matters to which these rules relate, unless the subscriber subsequently indicates, by express notice in writing, to the Director (Finance) that the spouse continue to be so regarded;

(b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber:

Provided that if a subscriber by notice in writing to the Director (Finance), expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters, to which the rules in this Chapter relate, unless the subscriber subsequently cancels formally in writing her notice excluding him.

Explanation.- *'Children' means legitimate children and an adopted child shall be considered to be a child, when the Secretary is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child;*

(iii) 'Fund' means the Contributory Provident fund constituted by the Workers Welfare Board for the purpose of this Chapter;

(iv) 'Year' means a financial year.

(2) Words and expressions used defined in these rules shall have the same meaning as in the Provident Funds Act, 1925 (XIX of 1925).

170. **Constitution and management of the Fund.** (1) There shall be constituted a Contributory Provident Fund, to which shall be credited subscriptions of subscribers on their individual account and the amounts credited by Board, by way of addition to such subscription.

(2) The Fund shall be administered by the Secretary and shall be maintained in Pakistani currency.

171. **Employees eligible to join the fund.** Employees holding appointment on regular basis including those on probation shall be eligible to join this Fund.

172. **Compulsory subscribers to the fund.** All existing and eligible employees, holding post on regular basis and such employees who are appointed to their first post in the Board on regular basis, on or after the commencement of these rules, shall join the contributory provident fund as compulsory subscribers.

173. **Nomination.** (1) As soon as may be, after joining the Board, every subscriber shall be required by the Director (Finance) to make a nomination conferring on one or more persons, the right to receive the amount that may stand to his credit, in the Fund in the event of his death before the amount standing to his credit, has become payable, or where the amount has become payable before payment has been made.

(2) A subscriber who, at the time of joining the Board, has a family shall send to the Director (Finance) a nomination in the Form set forth in Appendix-3 to these rules in favour of one or more members of his family.

(3) A subscriber who has no family may similarly nominate a person or persons in the form set forth in Appendix-4:

Provided that a nomination made under this sub-rule, shall be deemed to have been duly made, in accordance with these rules only for so long as the subscriber has no family.

(4) If a subscriber, at any time acquires a family, he shall send to the Director (Finance) a nomination as provided in sub-rule (2) and, if he has under sub-rule (3) nominated any person other than member of his family, he shall formally cancel the previous nomination.

(5) If a subscriber nominates more than one person, under sub-rules (1) or (2), he shall specify in the nomination, the amount or share payable to each of the nominee, in such manner as to cover to whole of the amount that may stand to his credit, in the Fund at any time.

(6) A nomination may be cancelled by a subscriber and replaced by any nomination which is permitted to be made under this rule.

(7) Every nomination or cancellation shall be effective from the date on which it is received by the Director (Finance).

174. **Subscriber's Accounts.** An account shall be maintained in the name of each subscriber comprising of –

(i) the subscriber's subscriptions;
(ii) contributions made under rule 178 by the Board to his account;
(iii) interest as accrued by rule 189 on subscriptions; and
(iv) interest as accrued by rule 190 on contributions.

175. **Condition and rates of subscription.**- (1) Every subscriber shall subscribe monthly to the Fund, except during a period of suspension, and on reinstatement, if the period of suspension is treated as duty, the total amount due to the Fund on account of arrears of subscriptions for the period of suspension, shall forthwith be paid by the subscriber to the Fund or, in default, be ordered by the Director (Finance) to be recovered by deduction from the emoluments, or otherwise as may be directed by the appointing authority.

(2) A subscriber shall subscribe during leave, except extraordinary leave.

(3) The amount of subscription by the subscriber, shall be 8-1/3 percent of emoluments in the case of employees.

(4) For the purpose of sub-rule (1), the emoluments of a subscriber shall be -

(I) in the case of a subscriber, who was in the service of the Board on 30th June of the preceding year, the emoluments to which he was entitled on that date;

(ii) if the subscriber was on leave on the said date or was under suspension is treated as duty, his emoluments, shall be the emoluments, to which he was entitled, had he not proceeded on leave or placed under suspension;

(iii) if the subscriber was on deputation out of Pakistan on the said date, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in Pakistan; and

(iv) if the subscriber joined the Board for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date;

(v) in the case of a subscriber who was not in the service of the Board on 30th June of the preceding year, the emoluments to which he was entitled, on the first day of his service, or if he joined the Board for the first time, on a date subsequent to the first day of his service, the emoluments to which he was entitled on such subsequent date.

176. **Subscription in case of foreign service.** When a subscriber is transferred to foreign service or sent on deputation out of Pakistan, he shall remain subject to the rules, relating to the Board in the same manner, as if he was not so transferred or sent on deputation.

177. **Realization of subscription.** (1) When emoluments are drawn from the Fund, the recovery of subscriptions on account of these emoluments and of the principal and interest on advances, equal to the rate of interest under rule 181, shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Director (Finance).

178. **Contribution by the Board.** The Board shall, with effect from the 30th June of each year, make a contribution to the account of each subscriber:

Provided, that if a subscriber quits the service or dies during a year, the contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.

(2) The contribution shall be equal to the amount of subscription in respect of the subscriber:

Provided that contribution by the Board shall not be payable in respect of any period for which the subscriber has not paid his subscriptions.

(3) The amount of any contribution payable in respect of a period of a foreign service shall, unless it is recovered from the foreign employer, be recovered by the Board from the subscriber.

(4) The amount of contribution payable shall be rounded to the nearest whole rupee (fifty paisas counting as the next higher rupee).

179. **Interest on the account.-** Subject to the provision of sub-rule (5), the Board shall pay to the credit of the account of each subscriber, interest at such rate, as may be announced for each year by Government in respect of subscriptions to the General provident Fund under the Sindh Government Employees (General Provident Fund) Rules, 1999.

Explanation.- *The annual rate of interest on the Fund may vary from year to year.*

(2) Interest shall be credited with effect from the last day in each year in the following manner, namely:-

(a) on the amount at the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year profit for twelve months;

(b) on sums withdrawn during the current year profit, from the beginning of the current year up to the last day of the month preceding the month of withdrawal;

(c) on all sums credited to the subscriber's account after the last day of the preceding year profit from the date of deposit up to the end of the current year; and

(d) the total amount of interest shall be rounded to the nearest whole rupee, fifty paisa counting as the next higher rupee.

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case-may be, up to the date on which the amount standing at the credit of the subscriber becomes payable.

(3) For the purpose of this rule the date of deposit shall, in the case of a recovery from emoluments and in the case of an amount forwarded by the subscriber, be deemed to the first day of the month of receipt if it is received by the Deputy Director (Finance) the fifth day of that month, but if it is received on or after the fifth day of that month the first day of the next succeeding month.

(4) In addition to any amount to be paid under rule 188, interest thereon up to the end of the month preceding that in which the payment is made or up to the end of the sixth month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that no interest shall be paid of any period after the date which the Director (Finance) has intimated to that person, or his agent, as the date on which he is prepared to make payment is cash, or if he pays by cheque, after the date on which the cheque in that person's favour is put in the post.

(5) Interest shall not be credited to the account of Muslim subscriber if he informs the Director (Finance) that he does not wish to receive it, but if he subsequently asks for interest it shall be credited with effect from the first day of the year in which he ask for it.

(6) The interest on the Fund shall be calculated at such rates as may be announced by Government from time to time.

180. **Advances from the Fund.** (1) A temporary advance may be granted to a subscriber from the amount standing to his credit in the fund at the discretion of the Secretary subject to the following conditions, namely:-

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify an advance, and that the amount advanced shall be expended on the following object or objects and not otherwise –

(i) to pay expenses incurred in connection with the prolonged illness of a subscriber or any person actually dependent on him;

(ii) to pay for the overseas passage for reasons of health or education of a subscriber or any person actually dependent on him; and

(iii) to pay obligatory expenses on a scale appropriate to the subscriber's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform or in connection with his marriage or any member of his family or of a female relative who is actually dependent on him.

(b) The sanctioning authority shall record in writing its reasons for granting the advance; and

(c) The advance shall not, save in exceptional cases for reasons to be recorded in writing by the sanctioning authority, exceed three months emoluments and shall, in no case, exceed the amount of subscriptions and interest thereon standing to the credit of the subscriber in the fund at the time when the advance is granted.

(2) An advance shall not, except for special reasons to be recorded in writing by the sanctioning authority, be granted under sub-rule (1) until at least twelve months after the final repayment of the previous advance together with profits thereon.

(3) The subscriber shall be allowed advance in a manner that only one advance shall remain outstanding at one time.

181. **Recovery of advances.** (1) An advance shall be recovered from the subscriber in such number of equal monthly installments as the sanctioning authority may direct, but such number shall not be less than twelve unless the subscriber so elects, or in any case more than forty-eight. A subscriber may, at his option, make repayment in a smaller number of installments than that prescribed and each installment shall be a number of whole rupees.

(2) Recovery shall be made in the manner provided in rule 177 for the realization of subscriptions and shall commence on the first occasion after the advance is made on which the subscriber draws emoluments for a full month, and recovery shall not be made, except with the subscriber's consent, while he is in receipt of subsistence grant.

(3) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate equal to the rate of interest determined under rule 179 including additional benefit for each month or broken portion of month during the period between the drawl and complete repayment of the prindpal:

Provided that Muslim subscribers whose deposits in the Fund carry no interest shall not be required to pay in the fund any additional installments on account of interest on advances granted to them from the Fund.

(4) Recoveries made under this rule shall be credited to the accourit of the subscriber in the Fund.

182. **Circumstances in which accumulations are payable.** When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deductions under rule 184, become payable to him:

Provided that a subscriber who has been compulsory retired, removed or dismissed from service and is subsequently re-instated in the service, shall repay any amount any amount paid to him from the fund.

(2) When a subscriber, while on leave, has been permitted to retire or has been declared by a competent medical authority to be unfit for further service, the amount of subscriptions and interest thereon standing to his credit in the fund shall, upon application made by him in that behalf to the Secretary, become payable to the subscriber:

Provided that the subscriber, if he returns to duty, shall, if required to do so by the Secretary, repay to the fund, for credit to his account, the whole or part of any amount paid to him from the fund within three months.

(3) (i) When the subscriber leaves a family

(a) if a nomination made by the subscriber in accordance with the provisions of rule 173 in favour of a member or members of his family subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;

(b) if no such nomination in favour of a member or members if the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a members of his family become payable to the members of his family in equal share:

Provided that no share shall be payable to -

(i) sons who have attained legal majority;
(ii) sons of a deceased son who have attained legal majority;
(iii) married daughters whose husbands are alive; and
(iv) married daughters of a deceased son whose husbands are alive,

if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv):

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (i) of the first proviso.

***Note.-** Any sum payable under these rules to a member of the family of a subscriber vests in such members under sub-section (2) of section (3) of the Provident Fund Act, 1925 (XIX of 1925)*

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 175 in favour of any person or persons subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportions specified in the nomination.

Note: *When a nominee is dependent of the subscriber as defined in clause (c) of section 2 of the Provident Fund Act, 1925, the amount vests in such nominees under sub-section (2) of section 3 of that Act, nomination made by him in accordance with the provision of rule 173 subsists, or if such nomination relates only to part of the amount standing to his credit in the fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident fund Act, 1925, shall apply to the whole amount or the part thereof to which the nomination does not relate.*

183. **Deduction.** Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the Fund with interest thereon credited under rules 178 and 179 before the amount standing to the credit of subscriber in the funds is paid out of the fund, the Secretary may direct the deduction there from the payment to the Fund of –

(i) any amount, if a subscriber has been dismissed from the service for misconduct:

Provided that if the order of dismissal is subsequently set aside, the amount so deducted shall, on his reinstatement in the service, be replaced at his credit in the Fund;

(ii) any amount, if a subscriber resigns his employment under the Board within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service;

(iii) any amount due under a liability incurred by the subscriber to the Fund.

184. **Payment.** (1) When the amount standing to the credit of a subscriber in the fund, or the balance thereof after any deduction under rule 183 becomes payable, it shall be the duty of the Deputy Director (Finance), after satisfying himself, when no such deduction has been directed under that rule that no deduction is to be made, to make payment as provided in section 4 of Provident Fund Act, 1925 (XIX of 1925).

(2) If the person, to whom under these rules any amount is to be paid, is a lunatic for whose estate a manager has been appointed in this behalf under the Lunacy Act, 1912 (IV of 1912), the payment shall be made to such manager and not to the lunatic and of sub-clause (ii) of clause (c) of sub section (1) of section 4 of the Provident Fund Act, 1925, shall apply to the whole amount or the part thereof to which the nomination does not relate.

(3) Any person who desires to claim payment, under this rule shall send a written application in that behalf to the Director (Finance), payment of amounts withdrawn shall be made in Pakistan only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in Pakistan.

Note: *When the amount standing to the credit of a subscriber has become payable under sub-rule (1), (2) or (3) or rule 182, the Director (Finance) shall authorize prompt payment of the portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.*

185. **Procedure.** All sums paid into the fund under these rules shall be credited in the books of the Fund to an account named the Contributory be credited in the books of the Fund to an account named The Contributory Provident Fund Account.

186. **Fund number to be quoted.** (1) When paying subscription a subscriber shall quote the number of his account in fund, which shall be communicated to him by the Director (Finance) and any change in the number shall, similarly, be communicated to the subscriber by the Director (Finance).

(2) After the 30th June of each year, the Director (Finance) shall send to each subscriber a statement of his account in the Fund, showing the opening balance as on the 1st July of the year, the total amount credited or debited during the year, the total amount of interest credited as on the 30th June of the year and the closing balance on that date, and the Director (Finance) shall attach to the statement of account an enquiry whether the subscriber -

(i) desires to make any alteration in any nomination made under rule 175;

(ii) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under sub-rule (2) of rule 173.

(3) Subscribers must satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Director (Finance) within three months from the date of receipt of the statement.

CHAPTER – 16
ADVANCES

187. **Advances.** The advances made by Fund fall under two main heads (I) Advances bearing interest and (II) Interest-free Advances, in the former category are loans made to employees for building houses and for purchase of conveyances, and under the latter category come advances made to employees on tour and transfer.

188. **General conditions.** (1) As a general rule, advances are not payable to employees who are not in permanent employment, because their pay does not constitute adequate security for the advances.

(2) In special cases and subject to such conditions as may be deemed appropriate temporary employees may also be allowed the advances.

(3) Interest at the rate circulated by the Government shall be charged on advance granted to employees for building of houses or purchase of conveyances, If an employee dies before retirement no recovery shall be made on account of interest, and in case recoveries on account of interest where in progress at the time of death, no recovery shall be made for the remaining amount of interest.

(4) The following exceptions are permissible, namely:-

(i) No interest shall be charged from employees on advances for the purchase of bicycles granted from the Fund;

(ii) no interest shall be charged from employees in grade 1 to 15 on house building advances;

(iii) in case an employee who was in grade 15 or below at the time when house building advance was sanctioned to him, if promoted to grade 16 or above no interest shall be charged from his pay in grade 16 or above, interest shall become payable under the normal rules and orders;

(iv) in case an employee, who was in grade 16 or above when house-building advance was sanctioned to him is reverted to a post in grade 15 or below, interest shall be charged from him under the normal rules and orders; and

(v) the employees, who do not claim interest on contributory provident fund balances, shall be granted house building advance, motor-car advance and motor-cycle advance free of interest.

(5) The amount of the advance is recovered from the monthly pay bills in such installments as may be specified in these rules, this should not be affected by the fact of the borrower being on leave of any kind and drawing leave salary or being under suspension drawing the subsistence grant, during the extraordinary leave without pay and allowance the installments should be recovered in cash, if the employee fails to pay the installments in cash, the arrears of installments should be recovered in lump sum from the first payment of pay and allowances which may become due to the end of leave.

(6) For all interest bearing advances, the competent authority shall not issue a sanction unless the Secretary issues a certificate regarding the availability of funds for the purpose in the year in which payment is proposed to be made.

189. **House Building Advance.** Competent authority may sanction the grant of advance to an employee for construction of house, purchasing a house, completely reconstructing a house or extending or renovating a house already owned by him for occupation by himself.

(2) Two advances may be granted in service for the construction of new house and for the bonafide residential requirements of the employee himself, subject to the condition that the first advance drawn by him has been repaid in full together with the interest.

(3) House building advance for the purchase of flats in multi-storey buildings may be granted to employees to the extent and subject to usual conditions prescribed, for the admissibility of house building advance, and this shall be subject to following further provision, namely:-

(I) Before receiving the amount of the advance, or payment of the amount to the construction agency direct, the employee concerned shall be required to execute an agreement in the prescribed Form, and, after the purchase of the flats is completed, execute and register the mortgage deed in the prescribed form as security for repayment of the amount of advances with interest;

(II) satisfactory evidence shall have to be produced within three months of the drawl of the advance to show that the amount has been spent on the purchase of flat by showing the valid legal receipt issued by the construction agency concerned in token of the purchase deed:

Provided that an employee who wants that the payment of the advance sanctioned under the above orders be made direct to the construction agency, he may indicate it in his application for the grant of advance and, in such a case, the Drawing & Disbursing Officer shall arrange for the direct payment of the sanctioned amount to the agency concerned and obtain a valid receipt in the name of employee from that agency and hand over the same to him.

(4) The advance should not exceed thirty-six months basic pay of an employee.

(5) The repayment of advance shall be made in one hundred twenty (120) equal installments by making deductions from monthly salaries, as follows:-

(I) The interest shall be recovered; preferably on monthly basis with the installment of principal amount or in one or more installments from the months following in which the recovery of the principal amount is completed, each such installment being not more than the amount of installment by which the principal amount was recovered;

(II) the monthly rate of recovery shall be fixed in whole rupee except in the case of last installment when the remaining balance including the fraction of a rupee shall be recovered.

(6) Those employees who are likely to retire from service within ten years and are paid the house building advance, the installments of recovery in their case shall be so fixed that the recovery of principal together with the interest accrued thereon is completed before the date of retirement, and the rate of installment shall not exceed one fourth of the pay of an employee and if the rate of recovery exceeds that limit due to earlier anticipated retirement of the employee amount of advance may be so reduced that it is recovered together with the interest before retirement.

(7) In order to secure the Board from loss consequent on an employee dying or quitting service before the repayment of advance together with the interest is completed, the house so built and the land on which it stands, should be mortgaged to the Secretary, which shall be released only when the entire amount of advance and interest is

liquidated, the mortgage deed should be executed in Form No. I, II, III or IV given Appendix-5 to these rules, as the case may be, and the sanctioning authority shall scrutinize the deed and record a certificate regarding its correctness, the mortgage deed should be registered within four months of payment of the advance, and the deed shall be kept in the safe custody of the sanctioning authority, until the advance with interest is fully repaid.

(8) The officer or official applying for the advance shall satisfy the sanctioning authority regarding his title to the land upon which the house is proposed to be built, it should be seen that the officer or official concerned has undisputed title to land and there is no legal obstacle to the property being mortgaged to the Board and right of foreclosing on the conditions mentioned in the mortgage bond. There shall be no objection to grant of advance to employee who has a lease on a plot of land, of which the unexpired portion is of a term and value sufficient to justify the grant of the advance and that there is no danger of the lease lapsing or of government being unable to dispose of it, should it become necessary to fore-close the mortgage.

(9) The house advance may be granted to temporary employees also on the following conditions, namely:-

(i) the temporary employee has completed at least then years continuous service in the Board and grade 1 and 2 temporary employees are eligible irrespective of the length of service;

(ii) Secretary certifies that the service of the employee concerned are not likely to be terminated within the prescribed period for the repayment of advance; and

(iii) security of two permanent employees, who are not likely to retire before the house is built and mortgaged is furnished which shall be released when the house has been built and mortgaged to the Board.

(10) The revision of house building advance is admissible if the following conditions are fulfilled, namely:-

(i) the increase in pay otherwise than by accrual or time scale increments is not less than twenty percent;

(ii) the net amount payable against the revised sanction be arrived at after the adjustment of any amount drawn against the original sanction, whether that amount, or any part thereof, has been repaid or not;

(iii) the installment of recovery shall be re-fixed so as to recover the total amount minus the amount already repaid within the maximum period originally fixed;

(iv) the revision shall be admissible only if the event entitling the employee for the revisions of the advance takes place within a period of twelve months prescribed for the completion of house from the date of the drawl of the first installment of advance for construction, as distinct from the installment for development charges;

(v) the revision shall not be allowed, if the house has been completed and occupied by anyone; and

(vi) if the mortgage deed already executed and registered for the advance originally sanctioned, the mortgagor may be required to execute a new separate deed in Form No.V given in Appendix-5 to these rules. The new deed should also be registered under the Registration Act, 1908 (XIV of 1908).

190. **Advance for purchase of conveyance.** The employees may be granted advances for purchase of conveyances which may be sanctioned by the Secretary.

191. **Advance for purchase of motor-car.** (1) An employee of Basic Pay Scale 16 and above, drawing basic pay of rupees thirty five thousand per month and above, may be granted advance for the purchase of motor-car.

(2) The motor-car advance shall be as per rate announced by the Sindh Government from time to time.

(3) The recovery of the advance shall start from the first issue of pay after the drawl of the advance, in sixty (60) equal installment, the interest shall be recovered in one or more installments, the amount of installment not being higher than that of the principal, and the recovery of interest shall commence from the month following the month in which the recovery of the principal is competed.

(4) If the recovery of the advance has not been completed and an employee wants to sell the car purchased with the aid of advance, he should obtain the permission of the competent authority and, in such case where a car is proposed to be sold before the complete recovery of the advance together with the interest, the sale proceeds must be utilized towards the repayment thereof, and if the car is sold in order to purchase another car, the competent authority may allow the sale proceeds to be applied for the purchase of another car on the conditions, namely:-

(i) the amount outstanding should not be permitted to exceed the cost of new car;

(ii) the amount outstanding shall be continued to be repaid at the rate already fixed; and

(iii) the new car should be mortgaged and insured as usual.

(5) When an employee has drawn the advance, he is expected to complete the negotiations for purchase of car and pay finally within one month of the date of drawl of advance, and if this is not done, the entire amount together with the interest should be refunded to the Board immediately except in such cases where competent authority has granted him an extension.

(6) At the time of drawl of advance, the employee should execute an agreement in Form No.VI given in Appendix-5 to these rules. The controlling officer should scrutinize the agreement and record a certificate on the bill that the agreement is in order and when the purchase has been finalized, the employee shall execute a mortgage deed in Form No. VII given in Appendix-5 hypothecating the car to the Secretary as security for the advance, the cost price of the car should be entered in the schedule of specification attached to the mortgage deed, and the mortgage bond should be kept in the safe custody of the sanctioning authority until the recovery of the advance is completed and then it may be cancelled and returned to the employee concerned after the Deputy Director (Finance) has given a clearance certificate.

(7) The car must be insured against full loss by fire, theft or accident by way of a comprehensive insurance policy, and not a 'Third Party Insurance' and, in case of purchase of second-hand cars third party insurance is permissible; provided that the employee furnishes the following undertaking, namely:-

(a) he shall not seek any abatement, relief or waiver of the outstanding amount of advance in case of damage to or loss of vehicle; and

(b) the event of the employee's demise the balance shall be recovered from the gratuity or other dues payable to the heirs;

the insurance should be effected within one month of the date of purchase.

(8) As soon as the purchase is final, mortgage deed executed and insurance effected, the following documents shall be submitted to the Deputy Director (Finance), namely:-

(i) vendor's receipt;
(ii) mortgage bond;
(iii) insurance policy; and
(iv) a letter in Form No. VIII given in Appendix-5 to these rules.

(9) A second advance for the purchase of motor-car is admissible if the previous advance together with the interest accrued thereon has been fully repaid.

192. **Advance for the purchase of motor-cycle.** (1) An advance for the purchase of motor-cycle may be granted to an employee having basic pay scale 1 to 15 and have served the Board for not less than three years.

(2) Motor-cycle advance shall be allowed as per rates announced by the Sindh Government from time to time.

(3) Other conditions shall be the same as in the case of motor-car advance.

193. **Interest free loans.** No interest shall be charged on the house building and conveyance advances drawn by employees whose deposits in the contributory provident fund account carry no interest:

Provided that the employee has not received interest on his contributory provident fund accumulations prior to the drawl of the advance from the fund and shall claim no interest in future.

194. **Advance for journeys on tour.** (1) Advance of traveling allowance on tour may be granted to employees by the Secretary and the amount of advance shall be sufficient to cover their personal traveling expenses for a month.

(2) The authority competent to grant advance may sanction advance for itself also.

(3) The advance shall be adjusted through traveling allowance bill immediately on return to headquarters or on the 30th June, whichever is earlier.

(4) Second advance cannot be allowed until the previous advance has been adjusted and if an employee has been paid an advance for a particular journey the traveling allowance bill for that journey shall not be admitted unless the advance drawn for the purpose is properly adjusted.

CHAPTER – 17
GRATUITY

195. **General provision.-** (1) On retirement from service, an employee shall be entitled to receive such gratuity as is specified in these rules.

(2) In the event of the death of an employee, whether before or after retirement, his family shall be entitled to receive such gratuity, as is specified in these rules.

(3) No gratuity shall be admissible to an employee who is dismissed or removed from service for reasons of discipline.

196. **Claim not admissible.-** In the following cases no claim to gratuity is admitted, namely:-

(a) when an employee is appointed for a limited time only, or for a specified duty, on the completion of which he is to be discharged;

(b) when an employee serves under a covenant or a contract; and

(c) when an employee is paid from contingencies.

197. **Service Qualifying for Gratuity.** Unless otherwise specifically provided, the service of an employee begins to qualify for gratuity from the date he takes charge of the post to which he is first apppinted on regular basis.

198. **Conditions of qualifying service.** Except as otherwise provided in these rules, the service of an employee does not qualify for gratuity unless it is under the Board, is on regular basis and is paid from the Board.

199. **Period count as service.** The following period shall count as service qualifying for gratuity, namely:

(i) All period of leave, other than extraordinary leave;

(ii) time spent under suspension followed by reinstatement, or if the officer/official dies or retires on attaining the age of superannuation while under suspension and before final orders are passed on the disciplinary case; and

(iii) initial or extended period of deputation of an employee to any government or autonomous body or any other organization in or out of Pakistan.

200. **Resignations, dismissal and removals.-** Resignation of service or removal or dismissal from service entails forfeiture of post service; *provided that of the appellate authority on appeal sets aside the order of removal or dismissal, as the case may be, the employee's past service shall count.*

201. **Interruptions.** (1) An interruption in the service of an employee entails forfeiture of his past service except in the case of -

(i) authorized leave of absence;
(ii) suspension immediately followed by reinstatement or where the employee dies or is permitted to retire or is retired while under suspension;
(iii) loss of appointment owing to abolition of office or reduction in establishment;
(iv) time occupied in transit from one appointment to another; and
(v) subject to the approval of the Secretary, an interruption due to any other reason provided the interruption is due to any fault or willful act of an employee such as unauthorized absence, resignation, removal etc.

(2) The authority which sanctions the gratuity may commute retrospectively period of absence without leave into extraordinary leave.

202. **Condonation of interruption.** Upon such conditions as he may think fit in each case to impose, the Chairman in the case of employees in grade 17 and above or equivalent, and the Secretary in other cases may, on application for condonation made by the employee concerned, condone all interruption in service.

203. **Calculation of gratuity.** (1) After a service of five years or more, the retiring employee shall be entitled to a gratuity not exceeding one month's emoluments for each year or qualifying service and if an employee dies in service, the rate shall be one and half month's emoluments for each completed year of service, and for the purpose of this rule of service of six months or more shall be treated as full one year.

(2) In case an employee dies while in service, a lump sum payment equal to his pay drawn immediately before the death shall be paid to his family provided the deceased has served in the Board for a minimum period of ten years.

204. **Family gratuity in the case of death of an employee with more than five years service.** (1) In case of death of an employee while in service who has rendered five years qualifying service or more, gratuity not exceeding one and a half month's emoluments for each completed year of service shall be payable to his family in accordance with rules 205 and 206, as the case may be.

(2) The 'Family' for the purpose of payment of death-cum-retirement gratuity shall include the following relatives of the employee, namely:-

(i) wife of wives, in case of a male employee;
(ii) husband, in case of a female employee;
(iii) children of an employee; and
(iv) widow or widows of a deceased son of the employee.

Note-1: *An "adopted child" shall be considered to be a child when the* ***Director (Finance)****, the law officer of the Board or the Solicitor, Law Department, Government of Sindh is satisfied that under the personal law of the employee concerned, adoption is legally recognized as conferring the status of natural child, but in this case only.*

Note-2: *If it is proved that the wife has been judicially separated from the employee or has ceased under the customary law of the community to which she belongs to be entitled maintenance, she shall no longer be deemed to be a member of the family unless the employee has himself intimated in writing to the Director (Finance) that she shall continue to be so regarded.*

Note-3: *In the case of female employee if she intimates in writing to the Director (Finance) that her husband shall not be included as a member of the family then he shall no longer be considered a member of the family unless she subsequently cancels in writing her intimation excluding him:*

Provided that if a subscriber by notice in writing to the Director (Finance) expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters of which the rule in this chapter relate, unless subscriber subsequently cancels formally in writing her notice excluding him.

(3) An employee shall, as soon as he completed five years qualifying service, make a nomination, conferring on one or more persons the right to receive any gratuity that may be sanctioned under sub-rule (1) of rule 203.

(4) If an employee nominates more than one person under sub-rule (2) above, he shall specify in the nomination the amount or share payable to each nominee in such manner as to dispose of the whole amount of the gratuity mentioned therein.

(5) An employee may provide in a nomination -

(a) in respect of any specified nominee, that in the event of his predeceasing the employee the right conferred upon that nominee in sub-rule (2) above shall pass to such other member of members of the employee's family as may be specified in the nomination;

(b) that the nomination shall become void in the event of the happening of a contingency specified therein.

(6) Every nomination shall be in such one of the forms set forth in Appendix-6 and 7 to these rules as may be appropriate in the circumstances of the case.

(7) An employee may at any time cancel a nomination by sending a notice in writing to Director (Finance) provided that the employee shall, alongwith such notice, send a fresh nomination made in accordance with this rule.

(8) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (4) above or on the occurrence of any event by reason of which the nomination becomes so void by reason of clause (b) of sub-rule (4) above, the employee shall send to Director (Finance) a notice in writing formally canceling the nomination together with a fresh nomination made in accordance with this rule.

(9) Every nomination made, and every notice of cancellation given by an employee under this rule shall be sent by the employee to the Director (Finance) and immediately on receipt of a nomination from an employee the Director (Finance) and shall get it countersigned by the Secretary who shall countersign it indicating the date of receipt and keep it in his custody.

(10) Every nomination made, and every notice of cancellation given by an employee shall, to the extent that it is valid, take effect on that date on which it is received by authority mentioned in sub-rule (8).

(11) When the amount of gratuity has been payable to the family it shall be the duty of the Director (Finance) to make payment to the family to the following procedure namely:-

(I) When the employee leaves a family -

(a) the amount of gratuity or any part thereof to which the nomination relates hall become payable to his nominee or nominee in the proportion in the nomination;

(b) if no nomination in favour of a member or member of a family subsists, or if a nomination relates only to a part of the amount of the gratuity, the whole amount of the gratuity or part thereof to which the nomination does not relates, shall become payable to the member of his family in equal shares:-

Provided that no share shall be payable to -

(a) sons who have attained the age of twenty-one years;

(b) sons of deceased son who have attained the age of twenty-one years.

(c) married daughters whose husbands are alive;
(d) married daughters of a deceased son whose husband are alive if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv) above:

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived that employee and had been exempted from the operation of the first proviso.

Note-1: When the beneficiary is a minor, and has no regularly appointed manager or guardian, the sanctioning authority may allow the payment of gratuity or shares of gratuity of minor children of a deceased employee to their mother, and in case the mother is not alive or was judicially separated from the employee in his life time, the sanctioning authority may nominate any suitable person to be the guardian of such minor children for the purpose of receiving payment of pension and share of gratuity on their behalf.

Note-2: In a case when the deceased employee was a female, the sanctioning authority may, under the circumstances stated above, allow the payment of pension or shares of gratuity or minor children of the deceased to their father, and

(ii) *when the employee leave no family the amount of gratuity shall be payable to the following surviving relatives, if any, of the employee in equal shares, namely:-*

(a) Mother;
(b) Father;
(c) Un-married sisters, widowed or divorced sisters, wholly dependent upon him; and
(d) brother below the age of twenty-one years.

Explanation:- *Judicially separated or divorced mother who has re-married does not fall in this category.*

(12) No gratuity shall be payable by the Board after the death of an employee if he does not leave a family as defined in sub-rule (2) above or an eligible dependent relative or relatives specified in clause (ii) of sub-rule(11).

205. **Emoluments of Gratuity.** The term "emoluments" for the purpose of gratuity means the emoluments which the employee was receiving immediately before retirement and shall include -

(i) Pay;
(ii) Senior Post Allowance;
(iii) Special Pay of all types and nature;
(iv) Personal Pay;
(v) Technical Pay;
(vi) Dearness Allowance; and
(vii) any other additions to pay which may be specifically declared by the Board as emoluments reckoning for gratuity.

206. **Authorities competent to sanction gratuity.** Gratuity shall be sanctioned -

a) In the case of employees holding posts in grade 19 and above	Chairman Board
(b) In the case of employees in grade-18 and below	Secretary Board

CHAPTER – 18
BENEVOLENT FUND AND GROUP INSURANCE

207. **Board specified as an organization under Act No.XXXIII of 2015.** The Board has been specified by Government to be a body corporate or an organization whose officer and servants, other than those paid from contingency or employed as work-charged staff, shall be employees within the meaning of clause (e) of sub-section (4) of section 2 of the Benevolent Fund and Group Insurance Act, 1969 (II of 1969).

208. **Employees governed by Act No.XXXIII of 2015 and rules made there under.** For purpose of benevolent fund and group insurance, the employees shall be governed by the Benevolent Fund and Group Insurance Act, 1969 (II of 1969), as amended from time to time, the Benevolent Fund and Group Insurance Rules 1972, as amended from time to time and by such other subsidiary orders and instructions as are issued by Government or by the Board of Trustees, Benevolent and Group Insurance Fund, from time to time.

209. **Medical Authority to determine capacity of an employee.** The medical authority for the purpose of determining incapacity of an employee shall be a Board constituted by the Health Department and consisting of three medical officers, one of whom shall be a specialist in the field to which the incapacity of the employee to be examined relates.

210. **Nomination to be made by every employee.** Every employee shall make a nomination in form A, specified in sub rule (3) or rule 10 of the Benevolent Fund and Group Insurance Rules, 1972 conferring on one or more members of his family, the right to receive a specified share of the benevolent grant or the sum assured and shall also provide in the nomination –

(i) that in the event of any one of the nominee predeceasing the employee, the right conferred upon that nominee shall pass to such other member or members of the employees family as he may specify in nomination; and

(ii) the nomination in respect of all or any of the nomine shall become void in the event of happening of any contingency specified therein.

(2) Nothing in sub-rule (1) shall invalidate, or to require the replacement of a nomination made under that sub-rule (1) or a nomination duly made before and subsisting on the date of commencement of these rules.

(3) An employee may at any time cancel a nomination made under sub-rule (1) or as the case may be, sub-rule (2), and make a fresh nomination.

CHAPTER - 19
RELAXATION

211. **Relaxation.** Notwithstanding anything contained in these rules, in relation to terms and conditions of service of employees, the board with the previous approval of Government may, if it is satisfied for reasons to be recorded in writing, that strict application of any such rule causes under hardship in any case, by order relax the requirement of such rule, as it may deem fit, for ensuring just and equitable treatment to the person concerned without affecting the rights or adversely affecting the conditions of service of other employees.

212. **Allowances and perquisites.** Notwithstanding anything contained in these rules, the allowances and perquisites to the employees shall be as provided under Appendix-8.

213. **Application of Government Rules.** In all matters not provided in these rules or any other rules, the rules applicable to civil servants of Government as amended from time to time, shall mutatis mutandis apply to the employees:

Provided that no financial benefits under such rules shall be admissible to an employee unless specifically sanctioned by the Board.

ABDUL RASHEED SOLANGI
SECRETARY TO GOVT. OF SINDH

APPENDIX - 1
(See Rule-9)
LIST OF CADRES

S.No.	NOMENCLATURE
1.	Administrative and Ministerial Cadre
2.	Finance and Accounts Cadre
3.	Works and Services Cadre
4.	Academic and Training Cadre
5.	Skills and Technical Cadre

APPENDIX - 2
(SEE SUB-RULE (2) OF RULE 10 AND RULE 12 (5))
METHODS OF APPOINTMENT, QUALIFICATION, EXPERIENCE AND OTHER CONDITIONS RELATING TO THE POST
(PART - I)

1. **METHODS OF APPOINTMENT :-**
Appointment to the posts indicated in column (1) of table below, shall be made by initial appointment or promotion, in the ratio specified against each post in column (2):

TABLE

Post with Grade		Ratio of appointment	
		By Initial Appointment	By Promotion
(1)		(2)	
ADMINISTRATIVE & MINISTERIAL CADRE:			
BPS - 19	Director (Admn/Welfare)	--	100%
BPS - 18	Deputy Director (Admn/Welfare/Estate)	--	100%
BPS - 18	Administrative Officer	--	100%
BPS - 18	Deputy Director (Zonal office)	--	100%
BPS - 18	Deputy Secretary/Deputy Director (Admn/Benefit/Acad:)	--	100%
BPS - 17	Assistant Secretary	50%	50%
BPS - 17	Assistant Director (Admn/Welfare)	50%	50%
BPS - 17	Assistant Director (Technical/Estate)	50%	50%
BPS - 17	Computer Programmer	100%	--
BPS - 17	Assistant Director (Legal)	100%	--
BPS - 17	Coordination Officer	--	100%
BPS - 17	Sr. Computer Operator	--	100%
BPS - 17	Superintendent	--	100%
BPS - 17	Personal Assistant	--	100%
BPS - 16	Welfare Officer	25%	75%
BPS - 17	Law Officer	100%	--
BPS - 16	Recovery Inspector	100%	--
BPS - 16	Computer Operator	25%	75%
BPS - 16	Stenographer	25%	75%
BPS - 16	Senior Assistant/Office Assistant	30%	70%
BPS - 14	Steno Typist	100%	--
BPS - 14	Senior Clerk / U.D.C	--	100%
BPS - 12	Data Entry Operator / Computer Operator	100%	--
BPS - 11	Care Taker	100%	--
BPS - 11	Store Keeper	50%	50%
BPS - 11	Junior Assistant/Clerk/L.D.C	70%	30%
BPS - 07	Store Keeper	100%	--
BPS - 07	PABX Operator	100%	--
BPS - 07	Electrician	100%	--
BPS - 06	Plumber	100%	--
BPS - 06	Carpenter	100%	--
BPS - 05	Dispatch Rider	100%	--
BPS - 04	Driver	100%	--
BPS - 04	Pump Operator	100%	--
BPS - 03	Head Mali	100%	--
BPS - 01	Lab: Attendant / Computer Lab:	100%	--
BPS - 01	Naib Qasid/Peon	100%	--
BPS - 01	Helper	100%	--

Post with Grade		Ratio of appointment	
		By Initial Appointment	By Promotion
(1)		(2)	
BPS - 01	Mali	100%	--
BPS - 01	Aya	100%	--
BPS - 01	Chowkidar/Security Guard	100%	--
BPS - 01	Sanitary Worker/Sweeper	100%	--
FINANCE & ACCOUNTS CADRE:			
BPS - 19	Director (Finance)	--	100%
BPS - 18	Deputy Director (Finance)	--	100%
BPS - 17	Asstt: Director/Secretary (Accounts)	--	100%
BPS - 17	Asstt: Director (Finance/Budget/Audit)	--	100%
BPS - 17	Assistant Director (Recovery)	--	100%
BPS - 17	Accounts Officer	--	100%
BPS - 17	Budget Officer	--	100%
BPS - 17	Audit Officer	--	100%
BPS - 16	Accounts Officer / Accountant.	--	100%
BPS - 16	Budget / Audit Officer	50%	50%
BPS - 16	Accountant / Accounts Assistant	50%	50%
BPS - 16	Recovery Inspector	50%	50%
BPS - 14	Accounts Clerk	100%	-
BPS - 11	Cashier	100%	-
WORKS & SERVICES CADRE:			
BPS - 19	Director (Works)	--	100%
BPS - 18	Deputy Director (Works)	--	100%
BPS - 17	Assistant Director (Works)	50%	50%
BPS - 17	Assistant Director (Works) (Elect/Mech)	100%	--
BPS - 11	Sub-Engineer	100%	--
BPS - 11	Quantity Surveyor	100%	--
ACADEMIC & TRAINING CADRE:			
BPS - 19	Director (Education)	--	100%
BPS - 19	Principals (Degree Colleges)	--	100%
BPS - 18	Administrator (Inter/Secondary)	20%	80%
BPS - 18	Assistant Professor	50%	50%
BPS - 17	Lecturer	100%	--
BPS - 17	Head Master/Mistress	25%	75%
BPS - 17	Subject Specialist (H/S)	25%	75%
BPS - 17	Asstt: Director (Phy: Education)	50%	50%
BPS - 16	Senior Section Teacher	20%	80%
BPS - 16	Librarian	20%	80%
BPS - 16	Arabic & Islamiyat Teacher	100%	--
BPS - 16	Sindhi Language Teacher	100%	--
BPS - 16	Computer Teacher	100%	--
BPS - 14	Elementary Teacher	100%	--
BPS - 14	Montessori Teacher	100%	--
BPS - 14	Drawing Teacher	100%	--
BPS - 14	Physical Training Instructor	100%	--
BPS - 14	Laboratory Assistant	80%	20%
BPS - 14	Assistant Librarian	50%	50%
BPS - 09	Nurse / Dispenser	100%	--
BPS - 05	Library Attendant	100%	--
BPS - 02	Laboratory Attendant	100%	--
SKILLS & TECHNICAL CADRE:			
BPS - 18	Deputy Director (Skills & Technical)	--	100%

Post with Grade		Ratio of appointment	
		By Initial Appointment	By Promotion
(1)		(2)	
BPS - 17	Chief Instructor (STC / MT)	--	100%
BPS - 16	Instructor (STC) / Senior Instructor	50%	50%
BPS - 15	Assistant Librarian (STC)	50%	50%
BPS - 14	Computer / Trade Instructor (MT)	100%	--
BPS - 12	Hardware Supervisor (STC)	100%	--
BPS - 14	Senior Lady Instructor (I/H)	50%	50%
BPS - 11	Junior Lady Instructor (I/H)	100%	-
BPS - 07	Workshop Assistant	100%	-

(PART - II)

2. **INITIAL APPOINTMENT.**

(I) A candidate for initial appointment to a post, specified in column (1) must possess the qualification and experience specified in column (3) and must be within age-limit specified in column (2) given in the table below, however the appointing authority may relax the conditions if so required, and the reasons for relaxation would however be indicated in writing.

TABLE

Post with Grade	Age Limit (Min-Max)	Minimum qualification experience and other condition
(1)	(2)	(3)
Grade - 18.		
Assistant Professor	25 - 35	Masters degree in relevant subject with M.Phil atleast in Second Class from a HEC recognized University, with three years experience of teaching in a government or private sector institution.
Administrator/Principal (Inter/Secondary school)	25 - 35	M.A (Education) or M.Ed. or B.Ed (Hons) from a HEC recognized University, with atleast three years experience of serving in a public sector or private reputed institution.
Grade - 17.		
Assistant Director (Works/ Estate) (Elect:/Mech)	22-30	Bachelor's Degree in Civil Engineering or equivalent atleast in Second Class from a HEC recognized University.
Assistant Director / Assistant Secretary/ Coordination Officer	22-30	Master's Degree or equivalent atleast in Second Class from a HEC recognized University.
Assistant Director (Legal)	22-30	Master's degree with LLB atleast in Second Class from a HEC recognized University.
Assistant Director/Secretary (Accounts/Recovery/ Budget/Audit)/ Budget Officer/ Audit Officer	22-30	Master's degree in Finance/ Commerce/Economics or ICMA(Inter) or MBA in Second Class from a HEC recognized University with.
Computer Programmer/ Senior Computer Operator	22-30	(i) Masters/BS degree in Computer Science or equivalent atleast in Second Class from a HEC recognized University with Computer programming courses in any two latest computer languages. (ii) Training in system analysis and design. (iii) Five years experience in the relevant field.
Assistant Director (Physical Education)	22-30	Masters degree in Physical Health Education OR equivalent atleast in Second Class from a HEC recognized University.

Post with Grade	Age Limit (Min-Max)	Minimum qualification experience and other condition
(1)	(2)	(3)
Chief Instructor (STC)	22-30	Master Degree in Commerce/ Economics/Business or Bachelors or equivalent in Computer Science or equivalent from a HEC recognized University.
Lecturer	22-30	Master's degree in relevant subject in First Class or equivalent from a HEC recognized University.
Head Master/Mistress	22-30	Master's degree in any subject with M.Ed atleast or equivalent in Second Class from a HEC recognized University.
Subject Specialist	22-30	Master's degree in relevant subject with M.Ed atleast in Second Class or equivalent from a HEC recognized University.
Grade – 16		
Welfare Officer	18-28	Bachelors' degree atleast in Second Class from a HEC recognized University.
Accounts Officer/ Budget & Audit Officer/ Recovery Inspector/ Accountant	18-28	B.Com atleast in Second Class from a HEC recognized University.
Instructor	18-28	Graduation atleast in Second Class from a HEC recognized University with Diploma in Computer Science from the recognized Institute.
Computer Instructor/ Computer Operator/ Computer Teacher	18-28	Bachelor degree in Computer Science or Information Technology from a HEC recognized University.
Librarian	18-28	Masters Degree in Library Science atleast in Second Class or equivalent from a HEC recognized University. Preference will be given to experience holders.
Senior Section Teacher (General/Subject)	18-28	Masters Degree in relevant subject with B.Ed atleast in Second Class or equivalent from a HEC recognized University.
Arabic & Islamiyat Teacher	18-28	Masters Degree in Arabic or Islamiyat or equivalent with B.Ed atleast in Second Class or equivalent from a HEC recognized University.
Sindhi Language Teacher	18-28	Masters Degree in Sindhi with B.Ed in Second Class or equivalent from a HEC recognized University.
Senior Assistant/ Office Assistant	18-28	Graduate atleast in Second Class in any discipline from a HEC recognized University.
Accounts Assistant	18-28	Bachelor's degree in Commerce or Business Administration atleast in Second Class from a HEC recognized University.
Grade – 15		
Assistant Librarian	18-28	Bachelors Degree in Library Science atleast in Second Class from a HEC recognized University.
Grade – 14		
Accounts Clerk	18-28	(i) Graduation atleast in Second Class from a HEC recognized University with I.Com / D.Com / DBA from any recognized institution. (ii) Typing with speed 35 w.p.m. with knowledge of computer operation.

Post with Grade	Age Limit (Min-Max)	Minimum qualification experience and other condition
(1)	(2)	(3)
Steno-typist	18-28	(i) Intermediate atleast in 2nd Division from recognized Board of Intermediate and Secondary Education. (ii) Command over short hand with a speed of 80 WPM and typing speed with 40 wpm. (iii) Must possess knowledge of computer operation.
Elementary Teacher	18-28	Bachelors degree in any discipline with B.Ed. atleast in Second Class from a HEC recognized University. Preference will be given to science graduates.
Montessori Teacher	18-28	Bachelors degree in any discipline atleast in Second Class from a HEC recognized University with Diploma in Montessori Education.
Drawing Teacher	18-28	Bachelors degree in any discipline with Diploma in Fine Arts/IGDC/EDC atleast in Second Class from a HEC recognized University. Preference will be given to graduates in Fine Arts.
Assistant Librarian	18-28	**Bachlors in Library Science** or Bachelors degree in any discipline atleast in Second Class in any discipline from a HEC recognized University with Diploma in Fine Arts/IGDC/EDC with Diploma/Higher Certificate Course in Library Science. Preference will be given to experience holders.
Laboratory Assistant	18-28	Bachelors degree in Science atleast in Second Class from a HEC recognized University. Preference will be given to experience holders.
P.T. Instructor	18-28	Bachelors degree in Physical Health Education atleast in Second Class from a HEC recognized University. Preference will be given to experience holders.
Senior Lady Instructor	18-28	Graduate from a HEC recognized University having a Diploma in Tailoring and Dress making or Machine embroidery from SBTE or any other recognized institution.
Grade-12		
Lab: Instructor/	18-28	Intermediate atleast in (2nd Division)
Data Entry Operator/ Computer Operator		from recognized Board of Intermediate and Secondary Education with Diploma in Computer Science from any recognized institution. Preference will be given to graduates with DIT.
Hardware Supervisor	18-28	Intermediate atleast in (2nd Division). from recognized Board of Intermediate and Secondary Education. Preference shall be given to Graduates. Diploma in Computer Hardware.
Grade - 11		
Sub-Engineer/ Quantity Surveyor	18-28	B.Tech or Diploma of Associate Engineering in Civil atleast in Second Class from SBTE.
Cashier	18-28	Bachelors Degree in Commerce atleast in Second Class from a HEC recognized University.
Care Taker	18-28	Bachelors degree atleast in Second Class from a HEC recognized University.

Post with Grade	Age Limit (Min-Max)	Minimum qualification experience and other condition
(1)	(2)	(3)
Store Keeper	18-28	Bachelors degree atleast in Second Class.
Junior Lady Instructor	18-28	Intermediate (2nd Division) from the recognized Board of Intermediate and Secondary Education with Diploma/Certificate in Tailoring and Dress making or Machine Embroidery from SBTE or any other recognized institution.
Junior Clerk / L.D.C/ Junior Assistant	18-28	(i) Intermediate atleast in 2nd Division from recognized Board of Intermediate and Secondary Education. (ii) Typing with Speed 35 w.p.m. with knowledge of computer operating.
Grade – 09		
Nurse / Dispenser	18-28	Intermediate atleast in 2nd Division from recognized Board of Intermediate and Secondary Education with Course in Nursing/ Dispensary from the recognized Institution.
Grade – 07		
Store Keeper	18-28	Intermediate atleast in 2nd Division from recognized Board of Intermediate and Secondary Education.
PABX Operator	18-28	Intermediate atleast in 2nd Division from recognized Board of Intermediate and Secondary Education.
Electrician	18-28	Matric from recognized Board with Certificate Course in Electrician from a recognized institute.
Grade – 06		
Plumber	18-28	Matric from recognized Board with Certificate course in Plumbing/ Sanitary Fitting.
Carpenter	18-28	Matric from recognized Board with Certificate course in Carpentary.
Grade – 05		
Library Attendant	18-28	Matric in 2nd Division from recognized Board.
Dispatch Rider	18-28	Matric with valid motorcycle driving license.
Lab: Attendant	18-28	Matric with Science (2nd Division) from recognized Board
Grade – 04		
Driver	18-35	Middle with a valid LTV / HTV driving license.
Pump operator	18-28	Middle passed.
Grade – 02		
Head Mali	18-32	Middle passed.
Grade – 01		
Naib Qasid/Helper/Mali/ Lady Peon/Chowkidar (SG)/Aya/Sweeper.	18-28	Literate. Preferably Matriculate from recognized Board. Preference shall be given to persons holding experience in relevant field.

(ii) Only those degrees, which are recognized by Higher Education Commission, will be accepted.

(iii) Prescribed minimum qualification must atleast be in 2nd Division or above.

(iv) Only persons, having the required academic/professional qualifications and experience as specified in these rules for initial recruitment against a given post, shall be eligible for appointment on deputation.

(Part - III)

3. **APPOINTMENT BY PROMOTION:-**

(i) An employee may be promoted against a post reserved for departmental quota, specified in column (1) subject to fulfillment of terms and conditions specified in column (3) from the person specified in column (2) of the table below. If no suitable candidate found eligible for promotion as per criteria mentioned in column (3), unless specified otherwise, the post shall be filled by initial appointment.

TABLE

Name of Post (1)	Persons Eligible (2)	Conditions of Eligibility (3)
Director (Admn)/ Director (Welfare)/ Director (Education)/ Director (Zonal Office) (BPS-19).	Deputy Directors/Admn Officer/Dy: Secretary (BPS-18) or equivalent grade officers.	Atleast twelve years service in BPS-17 or above, of which atleast seven years should be in BPS-18, on seniority-cum-fitness.
Director (Finance) (BPS-19).	Deputy Directors/Admn Officer (BPS-18) or equivalent grade officers.	Atleast twelve years service in BPS-17 or above, of which atleast seven years should be in BPS-18, on seniority-cum-fitness.
Director (Works) (BPS-19).	Deputy Director (Works) (BPS-18) or equivalent grade officers of Works & Services Cadre.	Atleast Twelve years service in Engg:/Works in BPS-17 or above, of which atleast seven years should be in BPS-18, on seniority-cum-fitness.
Principal (Degree Colleges) (BPS-19).	Administrator (BPS-18) of Academic Cadre.	Atleast twelve years service in the field of Education in BPS-17 or above, of which atleast seven years should be in BPS-18, on seniority-cum-fitness.
Deputy Director (Works) (BPS-18).	Assistant Director (Works) (BPS-17)	Atleast five years service in BPS-17 in relevant cadre, on seniority-cum-fitness.
Admn. Officer/ Deputy Director *(Admn/Welfare/Zonal)*/ Deputy Secretary (BPS-18).	Assistant Directors/ Assistant Secretaries or Grade-17 officers of Admn. and Ministerial cadre.	Atleast five years service in BPS-17 in relevant cadre, on seniority-cum-fitness.
Deputy Director (Finance) (BPS-18).	Assistant Director *(Accounts/Audit/ Budget/Recovery)*/ Budget Officer/ Audit Officer or Grade-17 officers of Finance & Accounts Cadre.	Atleast five years service in BPS-17 in Finance & Accounts Cadre, on seniority-cum-fitness basis.
Deputy Director (Training) (BPS-18).	Chief Instructor (BPS-17) or equivalent grade officer of Skills & Technical Cadre.	Atleast five years service in BPS-17 in relevant cadre, on seniority-cum-fitness basis.
Administrator (College) (BPS-18).	Lecturer (BPS-17)	Atleast five years service in BPS-17, on seniority-cum-fitness.
Administrator (School) (BPS-18).	Head Master/Subject Specialist (BPS-17) or equivalent grade officer of Academic Cadre.	Atleast five years service in BPS-17, on seniority-cum-fitness basis.
Assistant Professor (BPS-18).	Lecturer (BPS-17) of concerned subject.	Atleast five years service in BPS-17, on seniority-cum-fitness.
Assistant Secretary/ Assistant Director/ Coordination Officer (BPS-17).	Superintendent/Welfare Officer (BS-16) or equivalent grade officers of Admn. & Min: Cadre.	Atleast Five years Service in BPS-16 in relevant cadre, on seniority-cum-fitness.
Assistant Director (Works) (BPS-17).	Sub-Engineer/ Quantity Surveyor or other grade-11 officials of Works & Services Cadre, possessing Civil Engg: qualifications.	Atleast five years Service in BPS-11 and above in relevant cadre, on seniority-cum-fitness basis.

Name of Post (1)	Persons Eligible (2)	Conditions of Eligibility (3)
Assistant Director/ Secretary (Accounts)/ (Budget)/(Audit)/ (Recovery)/ Budget Officer/Audit Officer (BPS-17).	(Accounts/Budget/ Audit Officer)/ Accountant and other Grade-16 officers of Finance & Accounts cadre.	Atleast five years Service in BPS-16 in relevant cadre, on seniority-cum-fitness basis.
Chief Instructor (STC) (BPS-17).	Instructor (BPS-16).	Atleast five years service in BPS-16, in relevant cadre, on seniority-cum-fitness basis.
Senior Computer Operator (BPS-17).	Computer Operator (BPS-16)	Atleast five years service in BPS-16, in relevant cadre, on seniority-cum-fitness.
Superintendent (BPS-17).	80% from Assistants (BPS-16/14), 20% from Stenotypist (BPS-14)	Atleast five years service in relevant cadre, on seniority-cum-fitness. Must possess adequate knowledge of office/admn./ welfare affairs.
Head Master/ Mistresses (BPS-17).	Senior Section Teachers/ Arabic Teachers/Sindhi Language Teacher (BPS-16)	(i) 30% from Senior Section Teachers; (ii) 10% from Arabic Teachers & 10% from Sindhi Language Teacher, on seniority-cum-fitness. They Must possess five years service.
Subject Specialist (BPS-17)	Senior Section Teachers (BPS-16) of relevant subject.	Atleast five years service in relevant cadre, on seniority-cum-fitness. Must possess second class Masters degree in relevant subject with B.Ed.
Assistant Director (Physical Edu)(BPS-17)	Phy: Training Instructor (BPS-14)	Atleast five years service in relevant field, on seniority-cum-fitness.
Computer Operator (BPS-16)	50% from Computer Operator/D.E.O (BPS-12)	Atleast five years service in relevant cadre, on seniority-cum-fitness.
Welfare Officer (BPS-16)	40% from Assistants (BPS-14), 10% from D.E.O (BPS-12)	Atleast five years service in relevant cadre, on seniority-cum-fitness.
Accounts Officer/ Audit Officer/ Budget Officer/ Recovery Inspector/ Accountant (BPS-16)	Accounts Assistant or grade-14 officials of Finance & Accounts Cadre.	Atleast five years service in relevant cadre, on seniority-cum-fitness.
Instructor/Computer Instructor (BPS-16)	Lab: Instructor/Hard ware Supervisor or grade-12 officials of relevant cadre.	Atleast five years service in relevant cadre and field, on seniority-cum-fitness.
Senior Section Teacher (BPS-16)	Elementary Teacher/ Lab: Assistants/ Montessori Teachers (BPS-14)	(i) 30% from Elem: Teachers possessing B.Sc/BA/B.Com with B.Ed; (ii) 10% from Lab: Assistants possessing B.Sc. and involved in teaching; (iii) 10% from Mont: Teachers possessing Graduation with Dip: in Montessori Edu:, on seniority-cum-fitness, possessing five years service.
Senior/Office Assistant (BPS-16)	Senior Clerks (BPS-14)/ Store Keepers (BPS-11)/ Care Takers (BPS-11).	(i) 40% from Senior Clerks (BPS-14); (ii) 5% from Store Keepers (BPS-11); and (iii) 10% from Care Takers (BPS-11), possessing three years service, on seniority-cum-fitness.
Accounts Assistant (BPS-16)	Accounts Clerk (BPS-14)	Atleast five years service, on seniority-cum-fitness.
Elementary Teacher (BPS-14)	Primary School Teachers (BPS-9)	Atleast five years service in relevant cadre, on seniority-cum-fitness. Must possess CT/PTC.

Name of Post (1)	Persons Eligible (2)	Conditions of Eligibility (3)
Librarian (BPS-16)	Assistant Librarian (BPS-15/14)	Atleast three years service in relevant cadre, on seniority-cum-fitness.
Senior Clerk	Junior Clerck (BPS-11)	Atleast five years service as Junior Clerk.
Assistant Librarian (BPS-15/14)	Library Attendant (BPS-5)	Atleast three years service in relevant cadre, on seniority-cum-fitness.
Laboratory Assistant (BPS-14)	Lab: Attendants (BPS-5)	Atleast (Inter Science with five years service) OR (Matric Science with Ten years service) in relevant cadre, on seniority-cum-fitness.
Senior Lady Instructor (BPS-14)	Junior Lady Instructor (BPS-11)	Atleast seven years service in relevant cadre.
Senior Clerk (BPS-14)	Junior Clerk (BPS-11)/ Store Keeper (BPS-7)/ PABX Operator (BPS-7)	(i) 50% from Junior Clerk (BPS-11); (ii) 10% from Store Keeper (BPS-7); and (iii) 10% from PABX Operator (BPS-7), on seniority-cum-fitness. They must possess atleast three years service in relevant cadre.
Junior Clerk/L.D.C (BPS-11)	Drivers, Lab: Attendants, Naib Qasid, Head Mali, Aya, Mali, Chowkidars, Security Guard, Lady peon, Helpers, Sanitary Workers/Sweepers or other Class-IV employees.	30% from incumbents of Common Seniority List of Class-IV employees, possessing atleast three years service and possessing Matric certificate with typing speed 30 w.p.m.
Store Keeper (BPS-11)	Store Keeper (BPS-7)	Atleast three years service in relevant cadre, on seniority-cum-fitness basis.

(II) Only those degrees, which are recognized by Higher Education Commission, will be accepted.

(III) Prescribed minimum qualification must atleast be in 2nd Division or above.

APPENDIX – 3
(SEE SUB-RULE (2) OF RULE (173)

FORM OF NOMINATION WHEN SUBSCRIBER HAS A FAMILY

I hereby direct that the amount at my credit in the contributory provident fund, at the time of my death, shall be distributed among the members of my family mentioned below, in the manner shown against their names.

1	2	3	4
Name and address of nominee or nominees	**Relationship with the subscriber**	**Age of the Nominee**	**Amount or share of accumulations**

Two witnesses to signature:

1. _____

2. _____

Station: _____

Date: _____

Signature of subscriber

Note: Column-4, shall be filled-in, so as to cover the whole amount at credit.

APPENDIX - 4

(SEE SUB-RULE (3) OF RULE (173)

FORM OF NOMINATION WHEN SUBSCRIBER HAS NO FAMILY

Form of nomination when subscriber has no family and direct that the amount at my credit in the contributory provident fund, at the time of my death shall, in the event of my no family, be distributed among the members of my family mentioned below in the manner shown against names.

1	2	3	4
Name and address of nominee or nominees	Relationship with the subscriber	Age of the Nominee	Amount or share of accumulations

Two witnesses to signature:

1. _____

2. _____

Station: _____

Date: _____

_____
Signature of subscriber

Note: Column-4, shall be filled-in, so as to cover the whole amount at credit.

APPENDIX - 5

FORM – I
(SEE SUB-RULE (7) OF RULE 189)

FORM OF MORTGAGE

This Indenture made this _____ day of _____ two thousand and _____ Between _____ of _____ an Officer/official of _____ (hereinafter referred to as the mortgagor which term shall where the context so admits include his heirs, executors, administrators and assigns) of the one part and the Secretary (hereinafter referred to as mortgages which term shall where the context so admits include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well entitled to the land here determents and premises hereinafter described and expressed and expressed to be hereby conveyed transferred and assured (hereinafter referred to as the said here determent.

AND WHEREAS the mortgagor has applied to the mortgages for an advance of the sum of Rs. _____ for the purpose of enabling him to defray the expenses of building a house on the said here determents as a suitable residence for his own use.

AND WHEREAS under the provisions contained in the Workers Welfare Board, Employees (Service) Rules, 2003, (hereafter referred to as the said Rules which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) the mortgages has agreed to advance to the mortgagor the said sum of Rs. _____ payable as follows that is to say the sum of Rs. _____ on or before the execution of these presents and the balance (unless and until the power of sale applicable hereto shall have become exercisable) by equal installments payable quarterly, the first of such installments to be payable on the _____ day of _____.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said agreement and in consideration of the sum of Rs. _____ Paid on or before the execution of these presents to the mortgagor by mortgagee (the receipt whereof the mortgagor doth hereby acknowledge) for the purpose of enabling the mortgagor to defray the hereinbefore recited expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgage the sum of Rs. _____ (and such further sums as shall hereafter be paid by him to the calculated according to the Rules on the _____ day of _____ next and if the loan shall not be repaid on that date will pay interest in accordance with the said rules.

And THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure in to the mortgage ALL that piece of land situate In the _____ district _____ A registration district of _____ Sub-registration district of _____ containing _____ More or less now in occupation of the mortgagor and bounded on the North by _____, On the South by _____, On the East by _____ and on the West by _____. Together with the dwelling-houses and the out-officers, stables, cook-rooms and out-buildings now erected on the said piece of land together with all rights, easements and appurtenances to the said here determents or any of them belonging TO HOLD the said here determents will their appurtenances including all erections and building hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained PROVIDED ALWAYS that if and as soon as the said advance of rupees _____[and of such further sums as may have been paid as aforesaid]made upon the security of these presents shall have been repaid and interest thereon calculated according to the said Rules by the deduction of monthly installments of the salary of the mortgagor as in the said Rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and the cost of the mortgagor re –covey, re-transfer of re-assure the said heredeterments unto and to the use of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor covenants on his part herein contained or if he shall die or quit the service before the said sum of rupees _____[and any further sum as may have been paid as aforesaid] and interest thereon calculated according to the said Rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said heredeterments or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place there out to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND is hereby agreed and declared that the said Rules shall he deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he the mortgagor will during the continuance of his security observe and perform all the provisions and conditions of the said Rules on his part to be observed and performed in respect of these presents and the said here determents.

IN WITNESS whereof the mortgagor, has hereto sets his hand the day and year first above written.

_____ _____

Signature of Mortgagor Signature of Secretary Board

In presence of

WITNESS 1._____

WITNESS 2._____

Address Occupation Address Occupation

APPENDIX - 5

FORM – II
(SEE SUB-RULE (7) OF RULE 189)

FORM OF RE-CONVEYANCE FOR HOUSE BUILDING ADVANCES

THIS INDENTURE made this _____ Day of _____ Two Thousand and _____ BETWEEN the Secretary of Workers Welfare Board and _____ an Officer / official of _____ (here after called the mortgagor) the other part is supplemental to an Indenture of mortgage dated the _____ day of _____20 and made BETWEEN the mortgagor of the one part and the Secretary of the other part and registered at _____ in Book _____ Volume _____ pages _____ to _____ as No_____ For _____ Hereinafter called the Principal INDENTURE) WHEREAS all moneys due and owing on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the Secretary has accordingly at the request of the mortgagor agreed to execute such-re-conveyance of the mortgaged premises in the within written INDENTURE comprised as in hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the Secretary both here granted assign and recovery unto the mortgagor, his heirs, executors, administrators and assign ALL that piece of land situate in the _____ containing _____ More of less now in occupation of the mortgagor and bounded on the North by _____ on the South by _____ on the East by _____ and on the West by _____ Together with the dwelling house and the out-officer, stables, cook-rooms and out buildings thereon, AND ALL singular other the premises in the PRINCIPAL INDENTURE comprised or expressed to be thereby assured or which now by any means vested in the Secretary subject to redemption under or by virtue of the PRINCIPAL INDENTURE with their rights easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right title interest property claim and demand whatsoever of the Secretary into out of or upon them same premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herein before expressed to be hereby granted assigned and re-conveyed unto and to the use of the mortgagor his heirs, executors, administrators and assigns for ever freed and discharged from all moneys intended to be secured by the PRINCIPAL INDENTURE and from all actions accounts, suits accounts, claims, and demands for, or in respect of, the said moneys or any part thereof or, for or, in respect of the PRINCIPAL INDENTURE or of anything relating to the premises AND the Secretary hereby covenants with the mortgagor his heirs, executors, administrators and assigns that the Secretary has not done or knowingly suffered or been part thereof are, is or can be impeached, in cumbered or affected in title estate of otherwise, howsoever.

IN WITNESS whereof the parties here to have hereunto sets their hands and seals the day and year first above written.

SIGNED, Sealed and Delivered by :-

For and on behalf of the Secretary Workers Welfare Board

In presence of

APPENDIX - 5
FORM – III
(SEE SUB-RULE (7) OF RULE 189)

FORM OF MORTGAGE

For House Building Advance Granted To Employees Who Do Not Possess Full Proprietary Rights In The Land Upon Which They Intend To Build A House.

THIS INDENTURE made this _____ day of _____ Two Thousand and _____ BETWEEN _____of _____an officer/official of _____ (hereinafter referred to as the mortgagors which term shall where the context so admits include this heirs, executors, administrators and assigns) of the one part and the Secretary (hereinafter referred to as mortgagee which term shall where the context so admits include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well entitled to the land here determents and premises thereinafter described and expressed and expressed to be hereby conveyed transferred and assured (hereinafter referred to as the said here determent.

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum of Rs. _____ for the purpose of enabling him to defray the expenses of building a house on the said here determent as a suitable residence for his own use.

AND WHEREAS under the provisions contained in Workers Welfare Board employees (Service) Rules, 2003 (hereinafter referred to as the said Rules which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) the mortgagee has agreed to advance to the mortgagor the said sub of Rs. _____ (out of which the mortgagor hereby acknowledges receipt of Rs. _____ which have already been paid to the mortgagor in pursuance of an agreement executed on _____20 between the mortgagor as borrower and the mortgagee and the remainder viz., Rupees _____) being payable as follows or as entered and receipted from time to time in the schedule hereto.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ paid on or before the execution of these presents to the mortgagor by mortgagee (the receipt whereof the mortgagor both hereby acknowledge) for the purpose of enabling the mortgagor to defray the herein before recited expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgagee the sum of Rs. _____ (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to hereinbefore recited agreement in that behalf) and interest thereon calculated according to the Rules on the _____ Day of _____ Next (2) and if the loan shall not be repaid on that date will pay interest in accordance with the said Rules. AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor both hereby convey transfer and assure into the mortgage ALL that piece of land situate in the _____ district _____ a registration district of _____sub-registration district of _____ containing _____ more or less now in occupation of the mortgagor and bounded on the North by _____ on the South by _____ on the East bay _____ and on the West by _____ together with the dwelling-house and the out-offices, stables, Cook-rooms and out-buildings now erected on the said piece of land together with all rights, easements and appurtenances to the said here determents or any of them belonging TO HOLD the said here determents will their appurtenances including all erections and buildings hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the provision for advance of rupees _____ and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the said Rules by the deduction of monthly installments of the salary of the mortgagor as in the said Rules mentioned or by any other means whatsoever then and in such cases the mortgagee will upon the request and the cost of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor covenants on his part herein contained or if he shall die or quit the service before the said sum of rupees _____ (ard any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said Rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgages to sell the said here determents or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND if hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND it is hereby declared that the mortgages shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place there out to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND is hereby agreed and declared that the said Rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said Rules on his part to be observed and performed in respect of these present and the said here determents.

IN WITNESS whereof the mortgagor, has hereto sets his hand the day and year first above written.

Signed by the said (Mortgagor) SIGNATURE SECRETARY

In presence of

WITNESS 1._____
WITNESS 2._____
Address Occupation Address Occupation

APPENDIX - 5

FORM – IV
(SEE SUB-RULE (7) OF RULE 189)

Form Of Mortgage Deed To Be Executed In Connection With On Advance For The Purchase Of Land On Which To Construct A House.

THIS INDENTURE made this _____ day of _____two thousand and _____ BETWEEN _____of _____an officer/official of _____ (hereinafter referred to as the mortgagor which term shall where repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Secretary (hereinafter referred to as mortgagee which term shall where not repugnant to the context include his successors and assigns) of the other part.

WHEREAS by an Agreement dated _____ day of _____ 20_____ and made between the mortgagor of the one part and the mortgagee of the other part. The mortgagee advanced and lent to the mortgagor the sum of rupees _____ for the purpose of purchasing the piece of land hereinafter described and intended to be hereby transferred and assured and as security for such loan the mortgagor agreed to execute a mortgage in favour of the mortgagee in the form of these present AND WHEREAS the mortgagor on the _____ day of _____ 20_____ duly purchased the said piece of land and is now absolutely seized and possessed of or otherwise well entitled to the said land piece of land AND WHEREAS the mortgagor has applied to the mortgagee for a further advance of sum of rupees _____ for the purpose of enabling him to defray the expenses of eredting on the said piece of land a suitable residence for his own use.

AND WHEREAS under the provisions contained in Workers Welfare Board Employees (Service) Rules 2003 (hereinafter referred to as the said rules which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) the mortgagee has agreed to advance to the mortgagor the said sum of Rs _____(payable as follows that is to say the sum of rupees on or before the execution of these presents) and the balance (unless and until the power of sale applicable hereto shall have become exercisable)by _____equal _____installments payable quarterly the first of such _____installments to be payable on the day of _____

NOW THIS INDENTURE WITNESSETH that in consideration of the said advances of Rupees _____and Rupees _____making a total of Rupees _____so advances as aforesaid and in pursuance of the said agreement the mortgagor doth hereby covenant with the mortgagee to pay to mortgagee the said sum of Rupees _____(and such further sums as shall hereafter be paid by him to the mortgagor pursuant to hereinbefore recited agreement in that behalf) and interest thereon calculated according to the Rules on the _____ day of _____ next (2) and if the loan shall not be repaid on that date will pay interest in accordance with the said Rule .

AND THES INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor both hereby transfer assign and assure unto the mortgagee ALL that piece of land situate in the _____ district _____ a registration district of _____ sub-registration district of _____ containing _____ more or less now in occupation of the mortgagor and bounded on the North by _____ the South by _____ on the East by _____ and on the West by _____ together with the dwelling- house and the out- offices, stables, cook-rooms and out-buildings and all kinds used or intended to be used with the said dwelling house (erected or hereafter to be erected on the said piece of Land) together with all rights, easements and appurtenances to the same or any of them belonging To HOLD the said premises including all erections and building hereafter erected on the said land (hereinafter referred to as the said premises) unto and to the use of the mortgagee absolutely to the proviso for advance of rupee ..... (and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to he said Rules by the deduction of monthly installments of the salary of the mortgagor as in the said Rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and the cost of the mortgagor re-convey, re-transfer or re-assure the said premises unto and to the use of the mortgagor and the mortgagor hereby covenants with the mortgagor that he the mortgagor now have good right to transfer the said premises unto the mortgagee free from incumbency AND FURTHER that he the mortgagor and all other persons having a lawfully claiming and estate or interest in the said premises or any part thereof shall and will from time to time and all times hereafter at his or their own cost do and things for further and more perfectly assuring the said premises unto the mortgagee in manner aforesaid as shall or may be reasonably required PROVIDED ALWAYS and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants of his part herein contained of if he shall die or quit the service before all same sums due or payable to the mortgagee on the security of these presents shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said premises or building standing thereon or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby or to let the same for any term or period and to do and execute all such acts and assurances for effectuating any such sale or letting as the mortgagee shall think fit AND IF BEREBY declared that the mortgagee shall hold rents, profits, premiums, salami or money arising from the premises or from any such letting or sale as aforesaid UPON trust in the first place there out to pay all expenses attending such sale or otherwise incurred in relation to this security and in the next place to apply such moneys in or towards satisfaction of moneys for the time being owing on the security of these presents and then to pay the surplus (If any0 to the mortgagor AND IS HEREBY DECLARED that of leasc made by the mortgagor of the said premises or any part thereof during the continuance of this security shall have effect unless the mortgagee shall consent thereto in written.

IN WITNESS whereof the mortgagor, has hereto sets his hand the day and year first above written.

SIGNATURE SECRETARY

WITNESS 1._____

WITNESS 2._____

APPENDIX-5
FORM – V

(SEE CLAUSE (VI) OF SUB-RULE (10) OF RULE 189)

FORM OF MORTGAGE TO BE EXECUTED AFTER THE PURCHASE OF HOUSE BY UTILIZATION LOAN ADVANCED BY THE GOVERNMENT.

THIS INDENTURE made this ..... day of ..... Two Thousand and _____ Between ..... an officer of official in the ..... (hereinafter referred to as 'mortgagor' which term shall where repugnant to the context include his heirs, executors, administrators and assigns) of the one part and the Secretary (hereinafter referred to as mortgagee which term shall where not repugnant to the context include his successors and assigns) of the other part.

WHEREAS in pursuance of the provisions of Workers Welfare Board Employees (Service) Rules, 2003 (hereinafter referred to as "the said Rules" which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force), the mortgagee advance a loan of Rs. ..... To the mortgagor to enable him to purchase for his residence a house constructed by the ..... and the mortgagor by an agreement dated ..... (hereinafter called the said agreement) undertook to mortgage the house in favour of the mortgagee to secure the repayment of said loan to the mortgagee together with interest thereon.

AND WHEREAS the mortgagor, has be means of registered deed dated ..... purchased a house with all the piece of land situated ..... In district of measuring approximately ..... and bounded on the North by ..... On the South by..... On the East by ..... And on the West by ..... Together appurtenances to the houses thereinafter called heredeterments.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. ..... Paid to him, the mortgagor does hereby transfer and assure upto the mortgagee the said heredeterments together with alights and easements. To hold the heredeterments including all erections and building hereafter erected and built thereon unto sand to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contain PROVIDED ALWAYS that if the said advance of Rs. ..... and interest calculated according to the said Rules shall have been repaid by the deduction on monthly installments from the salary of the mortgagor as provided in the said Rules or by any other means whatsoever then and in such case the mortgagee will upon the request and the cost of the mortgagor re-convey, re-transfer or re-assure the heredeterments unto and to the is of the mortgagor or he may direct AND it is hereby agreed declared that if there shall be any breach by the mortgagee of the covenants on his part herein contained of if he shall die or quit or be removed from services before the said sum of Rs. ..... And interest thereon calculated according to the said Rules shall have been fully paid off then in any of such cases it shall be lawful for the mortgagee to sell he said heredeterments or any part thereof either together or in parcel and either by public auction or by private contract with power to buy in or rescind any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and executed all such acts and assurances for effectuating and such sale as the mortgagee shall think fit AND it is hereby declared that thee receipt of the mortgagee for the money of the premises or any part thereof sold by him shall effectually discharge the purchases thereof AND it is hereby declared that mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place there out to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND is hereby agreed and declared that the said Rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said Rules on his part to be observed and performed in respect of these presents and the said heredeterments.

IN WITNESS whereof the mortgagor, has hereto sets his hand the Jday and year first above written.

Signed by the said (Mortgagor)

In presence of

WITNESS 1._____
Address
Occupation

WITNESS 2._____
Address
Occupation

APPENDIX - 5
FORM – VI
(SEE SUB-RULE (6) OF RULE 191)

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF MOTOR VEHICLE

AN AGREEMENT made ..... Day of ..... Two Thousand _____ and BETWEEN ..... of (hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part and the Secretary of the other part WHEREAS the BORROWER has under the provisions of the General Financial Rules (hereinafter referred to as the said Rules which expression shall include any amendments thereof for the time being in force) applied to the Secretary for the loan of Rs..... for the purchase of a motor vehicle and Secretary has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs ..... paid by the Secretary of Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Secretary (1) to pay the Secretary the said amount with interest calculated according to the said Rules by monthly deductions from his salary as provided for by the said Rules and hereby authprizes the Secretary to make such deductions and (2) within one month from the date of these presents to expand the full amount of the said loan in the purchase of a motor vehicle or if the actual price paid is less than the loan to repay the difference to the Secretary forthwith and (3) to execute a document hypothecating the said motor vehicle to the Secretary as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Rules AN IT IS HEREBY LASTLY AGREED AND DECLARED that if the motor vehicle has not been purchased and hypothecated as aforesaid within one month from date of these presents or if the Borrower within that period becomes insolent or quits the service of government or dies the whole amount of loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS whereof the mortgagor, has hereto sets his hand the day and year first above written.

Signed by the said
In presence of
WITNESS 1._____

WITNESS 2._____

APPENDIX - 5
FORM – VII
(SEE SUB-RULE (6) OF RULE 191)

FORM OF MORTGAGE BOND FOR MOTOR CEHICLE ADVANCE

THIS INDENTURE made this ..... day of ..... Two thousand and ..... BETWEEN ..... (hereinafter called "the Borrower" of the one part of the Secretary of the other part.

WHEREAS the Borrower has applied for and has been granted an advance of Rupees ..... to purchase a Motor Vehicle on the terms as mentioned in Workers Welfare Board Employees (Service) Rules, 2003 (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance has been / was granted to the Borrower was that the Borrower will/would hypothecate the said Motor vehicle to the Secretary as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid Motor vehicle particulars whereof are set out in schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Secretary the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the sate of these presents by equal payments of Rs. ..... each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions form his salary in matter provided by the said Rules. And further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Secretary the Motor Vehicle the particulars whereof are set out in the Schedule hereunto written by way of security for the said advance and interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declares that he has paid in full the purchase price of the said Motor vehicle and that the same is his absolute property and that he has not pledged and so long as any money remain payable to the Secretary in respect of the paid advance will not sell, pledge or part with the property in or possession of the said Motor vehicle PROVIDED ALWAYS and it is hereby agreed and declared that is any of the said installments of principal or interest shall not be paid or recovered on manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in Government Service of if the Borrower shall sell or pledge or part with the property in or possession of the said Motor vehicle or become insolvent or make any composition or arrangement with his creditors of if any person shall take proceeding in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall than be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Secretary may on the happening of any of the events herein mentioned seize and take possession of the said Motor vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor vehicle either by public auction of private contract and may out of the sale money retain the balance of the said advance than remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payment property incurred or made in maintaining, defending or realizing his rights hereunder and shall pay over the surplus if any, to the Borrower, his executors, administrators or personal representative PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor vehicle shall not prejudice the right of the Secretary to use the Borrower or his personal representatives for the said remaining due and interest or in the case of the Motor vehicle being sold the amount be which the net sale proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Secretary, the Borrower will insure and keep insured the said Motor vehicle against loss or damage by fire, theft, or accident with an insurance Company to be approved by the Secretary concerned and will produce evidence to the satisfaction of the Secretary, that the Motor Insurance Company with whom the said Motor vehicle is insured have received notice that the Secretary is interested in the policy AND the Borrower hereby further agrees that he will not permit of suffer the said Motor vehicle to be destroyed or injured or to deteriorate in a degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of damage or accident happening to the said Motor vehicle the Borrower will forthwith have the same repaired and made good.

IN WITNESS whereof the said _____ (Borrower) hath hereunto set his hand the day and the year first above written.

_____

THE SCHEDULE

Description of Motor vehicle: _____

Makers Name: _____, Description: _____

No. of Cylinders: _____, Engine Number: _____

Chassis No :_____, Cost Price:_____

Signed by the Borrower

In Presence of _____

APPENDIX - 5
FORM – VIII
[SEE SUB-RULE (8) OF RULE 191]

LETTER INTIMATING TO THE INSURANCE COMPANY GOVERNMENT INTEREST IN INSURANCE POLICIES OF MOTOR CARS, ETC.

From

To

Dear Sir,

I wish to inform you that the Secretary is interested in the Motor Car / Boat / Cycle. Insurance Policy No._____ secured in your company and to request that you will kindly make a note of the fact in the records of the Company.

Place
Date

Yours faithfully,

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever claim is paid under the policy and also if the premium is not periodically for renewal.

Place
Date

Signature _____
Designation

APPENDIX-6
[SEE SUB-RULE (6) OF RULE 204]

NOMINATION FOR
DEATH-CUM-RETIREMENT GRATUITY / ENCASHMENT OF LEAVE PREPARATORY TO RETIREMENT.

When the employee has a family and wishes nominate more then one member thereof.

I hereby nominate the persons mentioned below, when are members of my family, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by the Workers Welfare Board in the event of my death while in service and the right to receive on my death, to the extent specified, any gratuity which having become admissible to me on retirement may remain unpaid at my death.

Name and address of the nominee	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name and relationship of the person if any to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee.

N.B. The employee should draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Date this _____ day of _____ 20 _____ at _____

Witnesses to signature

1. _____ Signature of the employee
2. _____

(To be filled in by the head office in the case of employees in grade 15 and below)

Nomination by _____ Signature of Head of Office_____
Designation _____ Designation _____
Office _____ Date_____

EXTRAORDINARY Registered No. M324

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KARACHI TUESDAY JULY 13, 2021

PART-I

GOVERNMENT OF SINDH
LAW, PARLIAMENTARY AFFAIRS & CRIMINAL
PROSECUTION SERVICE DEPARTMENT

Karachi, dated the 1st July,2021.

CORRIGENDUM

No.S.REG:4(47)/2020/165(A):- In the Sindh Government Gazette Extraordinary issue, Registered No.M324, Part-I, published on 18th June, 2021, in the titled Rules "The Sindh Workers Welfare Board Employees (Service) Rules, 2021, in Appendix-2, in (Part-III) "APPOINTMENT BY PROMOTION", in the Table, in column (1), the Deputy Director (Works) (BPS-18) and entries there-against in column (2) and (3), be read as follows:-

TABLE

Name of Post	Persons Eligible	Conditions of Eligibility
(1)	(2)	(3)
Deputy Director (Works/Estate) (BPS-18).	Assistant Director/ Assistant Secretary (Works/Welfare/ Finance & Admn (BPS-17)	Atleast five years service in BPS-17 in relevant cadre, on seniority-cum-fitness.

ALI AHMED BALOCH
SECRETARY TO GOVERNMENT OF SINDH