

**THE UNIVERSITY  
OF  
ENGINEERING & TECHNOLOGY,  
LAHORE-31**

**Employees  
(General Conditions of Service)  
University Ordinances, 1971.  
(duly amended)**

**REGULATIONS BRANCH  
NOTIFICATION  
No.ARG-III-22(64)  
The 18<sup>th</sup> January, 1971  
ON  
GENERAL CONDITIONS OF SERVICE  
CHAPTER I**

## **PRELIMINARY**

### ***Short title and commencement.***

1. (1) These University Ordinances may be called the University of Engineering and Technology Employees (General Conditions of Service) University Ordinances, 1971.  
(2) They shall come into force at once.

### ***Extent of application.***

2. Except as otherwise provided, these University Ordinances shall apply to all persons in the service of the University whose pay is debitable to the University Fund.

### ***Special provisions for persons appointed on contract.***

3. When in the opinion of the Syndicate special provisions inconsistent with these University Ordinances are required with reference to any particular post or any conditions of service, the Syndicate may provide by agreement with a person appointed to such post for any matters in respect of which in the opinion of the Syndicate, special provisions are required to be made; provided that in every agreement so made it shall be provided that in respect of any matter for which no provision has been made in the agreement the provisions of these University Ordinances shall apply.

### ***Special provisions for persons employed on deputation.***

4. When, in the opinion of the Syndicate it is necessary to obtain the services of a person serving under a Provincial Government or the Central Government or another University or other Local Authority on deputation on special terms and conditions inconsistent with these

University Ordinances the Syndicate may make provision for such terms and conditions in agreement with the Government or University Authority concerned.

***Certain provisions not to apply to some categories of employees.***

5. (1) These University Ordinances shall not apply to :-
- (i) any University employee between whom and the University a specific contract or agreement subsists;
  - (ii) any person in the service of a Provincial Government or the Central Government or another University or other Local Authority who has been deputed to serve under the University;  
in respect of any matter dealt with herein to the extent upto which provision is made in the contract or agreement, or the terms of deputation, as the case may be;
  - (iii) any person who was serving in Government College of Engineering and Technology, Lahore and its Workshops and whose services have been transferred to the University;
  - (iv) any University employee or class of University employees to whom the Syndicate may, by general or special order, direct that they shall not apply in whole or in part. One of such class of employees is that employed only occasionally or which is subject to discharge at one month's notice or less.
- (2) The persons mentioned in clause (iii) of paragraph (1) above shall be governed by the Rules applicable to them immediately before the transfer of their services to the University in so far as they are not inconsistent with service in the University unless they opt for these University Ordinances in the manner laid down in paragraph (3) below, in which case they shall be governed by these University Ordinances.
- (3) The persons mentioned in clause (iii) may exercise the option to adopt these University Ordinances within four months of the promulgation of these University Ordinances. The option shall be communicated in writing to the Treasurer in case of the Teachers and the Officers of the University and to the Establishment Officer in case of the other University employees. The option once exercised shall be final.

***Definition***

6. In these University Ordinances, unless the context otherwise requires, the following expressions shall have the meaning hereby respectively assigned to them, that is to say:-

- (i) \*"Average Pay" means the pay calculated at a rate equal to the rate of pay last drawn by the University employee immediately before the commencement of the leave. Half average pay would mean half of the Average Pay.
- (ii) "Cadre" means a part of the University service sanctioned or prescribed as a separate unit.
- (iii) "Chancellor" means the Chancellor of the West Pakistan University of Engineering & Technology, Lahore.
- (iv) "Compensatory Allowance" means an allowance granted to meet personal expenditure necessitated by the special circumstances in which duty is performed. It includes a travelling allowance.
- (v) "Competent Authority" in relation to the exercise of any power means:-
  - (i) The Syndicate exercising the powers vested in it by Section 15(2) of the West Pakistan Ordinance or any officer to whom such power has been delegated under that Section.
  - (ii) The Vice-Chancellor exercising the powers vested in him by Section 11 of the West Pakistan Ordinance and any officer to whom such power has been delegated, under that Section.
- (vi) "Day" means a calendar day, beginning and ending at midnight.
- (vii) "Duty" includes additional leave on average pay granted to a University employee undergoing treatment at an anti-rabic center and such other periods as may be prescribed.  
(Note:-See University Ordinance 11)
- (viii) "Fee" means a recurring or non-recurring payment to a University employee from a source other than the University Fund whether made directly to such employee or indirectly through the University.
- (ix) "First Appointment" includes the appointment of a person not at that time holding any appointment under the University even though he may have previously held such an appointment.
- (x) "Foreign Service" means service in which a University employee receives his pay with the sanction of the Syndicate from any source other than the University Fund.
- (xi) "Honorarium" means a recurring or non-recurring payment granted to a University employee from the University Fund as remuneration for special work of an occasional character.
- (xii) \*Leave salary during leave on average pay (or half average pay) shall be calculated at a rate equal to the rate of pay last

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\* Substituted vide No.Regu.III/3(70)/73 dated 7.7.1973

\* Substituted vide No.Regu.III/3(70)/78 dated 7.7.1973

drawn (or half of the pay last drawn) by the University employee immediately before the commencement of leave.

Note:-The following addition is added as per Notification No.Regu.III/3(70)/75/02/96 dated 25.6.2002

“A civil servant shall be entitled to the leave pay at the revised rate of pay if a general revision in pay of civil servants takes place or an annual increment occurs during the period of leave of the civil servant.”

- (xiii) “Leave Salary” means the monthly amount paid by the University to a University employee on leave.
- (xiv) “Lien” means the title of a University employee to hold substantively either immediately or on termination of a period, a permanent post, to which he has been appointed substantively.
- (xv) “Medical Board” means a Board constituted by the Vice-Chancellor for purposes of medical examinations.
- (xvi) “Month” means a calendar month. In calculating a 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.
- (xvii) “Officer” means the Registrar, the Treasurer, the Director of Research, Extension and Advisory Services, and such other persons as have been declared by the Statutes to be the Officers of the University.
- (xviii) “Officiate” a University employee officiates in a post when he performs the duties of a post on which another person holds a lien, or when he is appointed to officiate in a vacant post, on which no other person holds a lien.
- (xix) “Pay” means the amount drawn monthly by a University employee as:-
  - (a) the pay, other than special pay, or pay granted in view of his personal qualifications which has been sanctioned for a post held by him substantively or in a temporary or officiating capacity or to which he is entitled by reasons of his position in a cadre; and
  - (b) special pay, technical pay and personal pay; and
  - (c) any other emoluments, which may be specially classed as pay by the Syndicate.
- (xx) “Permanent Post” means a post carrying a definite rate of pay sanctioned without limit of time.
- (xxi) “Personal Pay” means additional pay granted to a University employee:-

- (a) to save him from a loss of substantive pay in respect of a permanent post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or
  - (b) in exceptional circumstances on other personal considerations.
- (xxii) "Presumptive Pay" when used with reference to any particular University employee, means the pay to which he would be entitled if he held the post substantively and was performing its duties; but it does not include special pay unless the University employee performs or discharges the work of responsibility, or is exposed to the unhealthy conditions, in consideration of which the special pay was sanctioned.
- (xxiii) "Special Pay" means an addition to the emoluments of a University employee of the nature of pay granted in consideration of:-
- (a) the specially arduous nature of duties; or
  - (b) a specific addition to the work of responsibility; or
  - (c) unhealthiness of the locality in which the work is performed.
- (xxiv) "Subsistence Grant" means a monthly grant made to a University employee who is not in receipt of pay or leave salary.
- (xxv) "Substantive Pay" means the pay other than special pay, personal pay or emoluments classed as pay by competent authority to which a University employee is entitled on account of a post to which he is appointed substantively or by reason of his substantive position in a cadre.
- (xxvi) "Syndicate" means the Syndicate of the University of Engineering and Technology, Lahore.
- (xxvii) "Technical Pay" means pay granted to a University employee in consideration of the fact that he has received Technical Training or possesses technical qualifications.
- (xxviii) "Teacher" means a person employed in the University as a Professor, Associate Professor, Assistant Professor, Superintendent Workshop or Lecturer or any other person imparting instructions in any faculty or teaching department of the University and recognized as such by the Syndicate.
- (xxix) "Temporary Post" means a post carrying a definite rate of pay sanctioned for a limited period. Such a post can be held either substantively or in an officiating capacity.
- (xxx) "Time-Scale Pay" means pay which subject to any conditions prescribed in these University Ordinances, rises by periodical increment from a minimum to maximum.

Note:--Time scales are said to be identical if the minimum, the maximum, the period of increments and the rate of increment of the time-scales are identical.

- (xxxi) "Travelling Allowance" means an allowance granted to a University employee to cover the expenses which he incurs in travelling in the interest of University service. It includes an allowance granted for the maintenance of conveyance.
- (xxxii) "University" means the University of Engineering and Technology, Lahore.
- (xxxiii) "University employee" means a person serving under the University whose pay is debitable to the University Fund.
- (xxxiv) "Vice-Chancellor" means the Vice-Chancellor of the University of Engineering and Technology, Lahore.
- (xxxv) "West Pakistan Ordinance" means the West Pakistan University of Engineering and Technology Ordinance (XXV of 1961)

## CHAPTER II GENERAL PROVISIONS

### ***Medical Certificate of fitness on first entry into University service***

7. (1) Except as provided in University Ordinances 8 and 9, no persons may be substantively appointed to a permanent post in University services for the first time without a medical certificate of health from the University Medical Officer in the following form:-

"I hereby certify that I have examined A, B, a candidate for employment in the University, and cannot discover that he/she has any disease (communicable or otherwise), constitutional affection or bodily infirmity, except..... I do not consider this a disqualification for employment in the University. A. B.'s age is, according to his/her own statement..... years and by appearance about.....years. The candidate has been vaccinated within the last 12 months. Or has been re-vaccinated within the last 12 months.

Or

has already had smallpox and shows obvious scars thereof.

Note:- The following standard of vision shall apply in the case of candidates on their first appointment to a post in the University.

- (a) All University Employees other than Vehicle Drivers.  
Distant vision 6/9 one eye and 6/36 in other eye. Near vision at least J/2 in one eye. Those cases where one eye has been lost accidentally or by disease or any other cause and the other eye is 6/6 and J/1 will be deemed fit for service.
- (b) Vehicle Drivers  
6/12 each eye without glasses or 6/6 in one eye and 6/9 in the other eye with glasses. They must have normal fields of vision and colour vision and be free from squint and night blindness and have good binocular vision.

Provided that any person aggrieved by the Medical Officers report may appeal to the Vice-Chancellor who may cause such persons to be examined by a Medical Board for the purpose. The expenses of such an examination will be borne by the person himself and if he is declared fit by the said Medical Board such expenses shall be reimbursed to him by the University.

- (2) Medical certificate may also be required from a candidate on first appointment to University service if he is likely to officiate or to hold a temporary post for any period exceeding six months.

***Medical Certificate unnecessary  
In certain cases.***

8. A person who during his previous term of service under the Government or another University or any Local Authority had produced the required medical certificate need not be required to produce a fresh certificate, unless he was discharged from his previous service on medical grounds or unless the period between his discharge from his old post and his appointment to the new post is in excess of six months.

***Medical Certificate may be  
Dispensed with in certain cases***

9. A competent authority may in individual cases dispense with the production of a medical certificate and may by general order exempt any specified class of University employees from the operation of University Ordinance 7.

***Age of entry into service***

10. The Syndicate may prescribe the age limit for entry into the various posts in University service.

***DUTY***

11. A University employee will be treated on duty in the circumstances and for the period specified below:-
- (a) When he attends a duly authorized course of training or institution within Pakistan or in any foreign country or undertakes a study tour abroad;
- The period spent on such training instruction or study tour including the period spent on journey to and from the place of his work. Provided that Syndicate may by general or special order direct otherwise.
- (b) When he is required to act as an Examiner, or Superintendent of an examination conducted by another University or the Board of Intermediate and Secondary Education or a Public Service Commission;

- (c) When he is required to attend meetings as a member of an authority of another University or a Board of Intermediate and Secondary Education; The period spent on these assignments including the period of transit; provided that the previous sanction of the Vice-Chancellor has been obtained in writing and that the total period does not exceed 21 days in any academic year.
- (d) When he is required to act as an advisor to a Public Service Commission or the Selection Committee of another University in connection with selection for appointment of posts;
- (e) When a University employee proceeding on leave in pursuance of an order under clause (a) of paragraph (1) of University Ordinance 5 of the West Pakistan Engineering University Employees (Efficiency & Discipline) University Ordinances, 1967 is not dismissed, removed, reduced in rank or compulsorily retired;(Statutes 1975) The period of such leave.
- (f) When a University employee who has been dismissed, removed, or suspended is reinstated; The period of his absence from duty by reason of such dismissal, removal or absence.”

***Whole time of a University employee at the Disposal of University.***

12. Unless in any case it is otherwise distinctly provided the whole time of a University employee is at disposal of the University and he may be employed in any manner required by proper authority without claim for additional remuneration.

***Substantive Appointment.***

13. (a) Two or more University employees cannot be appointed substantively to the same permanent post at the same time.  
(b) A university employee cannot be appointed substantively except as a temporary measure to two or more permanent posts at the same time.

- (c) A university employee cannot be appointed substantively to a post on which another University employee holds a lien.

***Acquisition Lien.***

14. Unless in any case it be otherwise provided in these University Ordinances a University employee on substantive appointment to any permanent post acquires a lien on that post and ceases to hold any lien previously acquired in any other post.

***Retention of Lien.***

15. A University employee holding substantively a permanent post retains a lien on that post :-
- (a) while performing the duties of that post;
  - (b) while holding a temporary post or officiating in another post or on foreign service;
  - (c) while on leave; and
  - (d) while under suspension.

***Transfer from one post to another.***

16. A competent authority may transfer a University employee from one post to another provided that a University employee shall not be transferred substantively to or appointed to officiate in a post carrying less pay than the pay of the permanent post on which he holds a lien except:-
- (i) as penalty under the University of Engineering and Technology employees (Efficiency and Discipline) Statutes-1975;
  - (ii) on his own request.

***Date of reckoning pay and allowances.***

17. (1) A University employee shall begin to draw the pay and allowances attached to his tenure of post with effect from the date on which he assumes the duties of that post, if the charge is transferred before noon on that day; otherwise from the following day and he shall cease to draw them as soon as he ceases to discharge duties.
- (2) The date from which a person recruited abroad shall commence to draw pay on first appointment shall be determined by the authority competent to appoint him.

***Date of retirement.***

18. (1) The date of retirement of a University employee is the date on which he attains the age of 60 years:  
Provided that:-
- (a) a University employee shall have the option of retiring on or after attaining the age of 55 years;
  - (b) the Syndicate may require a University employee to retire on or after the date he attains the age of 55 years;
  - (c) Notwithstanding anything contained in University Ordinance 19, a teacher who applies for retirement under clause (a) above, or who attains the age of 60 years in the course of the academic year, shall continue to serve until the end of the academic year, if required to do so by the Syndicate;
- (2) In case a University employee has executed an agreement to serve the University for a specified period in consideration of his having been granted a scholarship or leave by the University for the purposes of study or of his having been allowed to avail himself of a scholarship by another agency and he attains the age of 55 years before he has completed the agreed period of service, he shall not be entitled to exercise the option mentioned in clause (a) of the provision to paragraph (1) above until he completes such period of service.

***Re-employment.***

19. (1) Subject to the provisions of paragraph (2) below a person who has retired under the provisions of University Ordinance 18 and who is mentally and physically fit may be re-employed, in the interest of the University, subject to the following conditions:
- (a) the period of re-employment shall not exceed 2 years at a time and shall not extend beyond the age of 65 years.
  - (b) his pay together with the pension, if any payable to him from the University Fund shall not exceed the pay drawn by him immediately before his retirement;
  - (c) he shall not be entitled to any pension or gratuity or any contribution from the University towards his Provident Fund for the period of his re-employment.
- (2) No teacher or officer of the University who has attained the age of 60 years shall be re-employed or continued in employment except in special circumstances and with the prior approval of the Chancellor.
- (3) The provisions of paragraphs (1) and (2) above shall apply mutatis mutandis to the re-employment of retired Government Servants or the retired employees of other Universities and local Authorities.

***Explanation:-*** For the purpose of this paragraph ,paragraph 2 shall be read as if it contained the words "Gazetted Government Officer or employee of

other Universities” and local authorities of comparable status” instead of the words “teacher or officer of the University”.

**Added Contents of Notification No.2/2/78-CV,SORI (S&GAD)10-1/71 & SORI (S&GAD)10-1/71(ii) dated 24.12.1978, 1.9.1979 & 2.2.1982 as per Endst.No.Regu.III /3(70)/82 dated 22.3.1982.**

**ON**

**RE-EMPLOYMENT OF RETIRED CIVIL SERVANTS BOTH IN GOVERNMENT AND GOVERNMENT CONTROLLED CORPORATIONS/AUTONOMOUS BODIES ETC.**

It has been decided that cases of re-employment, beyond the age of 60 years, shall henceforth be dealt with in the following manner, until further orders:-

- i) As a general policy the age of superannuation of all Government Servants should be 60 years and this should apply equally to Government Controlled Corporations/Autonomous Bodies etc. Such organizations, if they have prescribed age beyond 60 years, shall amend their Recruitment/Service Rules and inform the Establishment Division for compliance. In case no communication is received, it will be assumed that the age of superannuation, as prescribed in their Rules, is 60 years.
- ii) Normally no re-employment shall be made beyond the age of superannuation i.e. 60 years.
- iii) Exception can, however, be made in rare cases to re-employ highly competent persons with distinction in their own professional fields, even beyond the age of 60 years, provided they are certified to be medically fit, and the employing agency also certifies that replacement of such a person(s) is not available; and
- iv) such exceptional cases for re-employment of persons beyond their age of 60 years, in all grades, both in Government service and corporations etc., should be submitted by the Ministry concerned together with its recommendation, through the Establishment Division, to the President for orders. Such a proposal shall be made in the form of a “Summary” containing the approval of the Minister in charge, and signed by the Secretary or Additional Secretary in charge. The summary should indicate reasons for a substitute not being available, steps being taken to train a substitute, and whether the extension is creating promotion blockade.

Depending on the nature of the work, a period of six months in a year should be enough to train a substitute and the organizations concerned should be able to foresee the eventuality.

### ***For Strict Compliance***

Further to the instructions contained in this Department's endorsement No.SORI (S&GAD) 10-1/71, dated 8<sup>th</sup> February, 1979, on the subject noted above, and to say that the question of Re-employment beyond the age of 60 years has been considered further and it has been decided that in future Civil Servants beyond the age of 60 years, should not be re-employed except in very exceptional circumstances and that too in Technical Departments only such as Health, Education, etc.

(2) It has further been decided that these instructions will apply Mutatis Mutandis to cases of Re-employment in autonomous/semi-autonomous organizations under the administrative control of the Provincial Government.

(3) That the question of re-employment of civil servants who have been, or may be retired by the competent authority, on or after completion of 25 years of service qualifying for pension, under Section 12(ii) of the Punjab Civil Servants Act, 1974 has been re-considered. It is to reiterate that re-employment of such civil servants against posts under the Government is not advisable for the obvious reason that they were not considered fit for retention in Government service and, therefore, no such proposal should be considered.

(4) As regards re-employment of such civil servants in Corporations, Autonomous and Semi-Autonomous Bodies etc, each case may be considered by such Organizations on merits, only if no other suitable person is available and it would be in the interest of the Organization concerned to employ him. This would, however, be subject to the instructions conveyed in the Department's letter No.SORI(S&GAD) 10-1/71, dated 1.9.79 and observance of the procedure prescribed in the Federal Government's Memo No.2/2/78-CV, dated 24.12.1978.

(5) A civil servant on Leave Preparatory to Retirement under Section 12(ii) of the Punjab Civil Servant Act, 1974, desirous of seeking employment with a Corporation/Autonomous/Semi-Autonomous Body, including those seeking such employment within first two years of their retirement should seek prior permission of the competent authority in terms of Section 13(2) of the Punjab Civil Servants Act, 1974, and his re-employment should be considered thereafter.

## CHAPTER III PAY

### *Fixation of pay.*

20. (1) Subject to the University Ordinances contained in this Chapter, a competent authority may fix the pay of a University employee; but his pay shall not be so increased as to exceed the pay sanctioned for his post without the sanction of the authority competent to create a post in the same cadre on a rate of pay equal to his pay when increased.
- (2) Notwithstanding the restriction referred to in or imposed by paragraph (1) above, a competent authority may grant to any University employee:-
- (i) personal pay as defined in University Ordinance 6 clause (xxi) (a); or
  - (ii) special pay as defined in University Ordinance 6 clause (xxiii); or
  - (iii) technical pay as defined in University Ordinance 6 clause (xxvii); or
  - (iv) two or more of the pays mentioned in clauses (i) to (iii) above.

20(a) Added Contents of Notification No.FD.SR.III 8-6/80 dated 16.7.1980 as per Notification No.Regu-III/3(70)/84 dated 14.5.1984.

ON

**FIXATION OF PAY OF RETIRED GOVERNMENT SERVANTS  
INCLUDING MILITARY OFFICERS RE-EMPLOYED UNEDR THE  
GOVERNMENT AND IN AUTONOMOUS BODIES.**

The question of fixation of pay of retired Government servants, Civil and Military, on re-employment against civil posts under Provincial Government and in Autonomous Bodies, etc. has been reviewed by Government and it has been decided that re-employment and re-employment pay of retired Government servants shall henceforth be regulated in accordance with the following principles:-

- I. Post on which re-employment shall be made:-
  - (i) Re-employment of retired civil servants shall be made in grades equivalent to substantive grade or temporary grade if held for one year by the Government servant before retirement; and
  - (ii) In the case of Officers of Armed Forces, re-employment shall be made on contract in accordance with the instructions contained in the Establishment Division O.M.No. 14/5/78-D,III dated 10<sup>th</sup> February, 1980, endorsed, vide S&GAD's circular letter No.SI-2-61/78, dated 17<sup>th</sup> May, 1980, in the case of civil posts and in the light of orders issued in pursuance of the Establishment Division No.14/5/78-D.III, dated 11<sup>th</sup> February, 1980, in the case of autonomous bodies. The equivalent grade in the civil post shall be determined according to the equivalence formula.

- II. Pay on re-employment under clause (1) above:-
- (i) (a) when a retired civil servant is re-employed under Provincial Government after superannuation or after completion of 30 years pensionable service, his initial pay shall be fixed at the minimum of the pay scale of the post in which he is re-employed;
  - (b) when a retired civil servant is re-employed under the Government owned controlled autonomous/semi-autonomous bodies and corporations after superannuation or after completion of 30 years pensionable service, the initial pay of such a Government servant shall be fixed at the minimum of the scale of pay of the post in which he is re-employed;
  - (c) a re-employed Government servant would earn increments under normal rules; and
  - (d) in addition to pay, as indicated in clause (a) and (b) full pension shall be admissible to the re-employed civil servant.
- III. When a retired Military Officer of the rank of Major/equivalent and above is re-employed under Provincial Government or under an autonomous body in accordance with clause I(ii), his pay may be fixed at the minimum of the equivalent grade in which re-employment is made and in addition, full service pension as admissible under the rules shall be paid. The pay scale of the post shall for this purpose be determined with reference to the equivalence formula mentioned in clause I (ii), and
- IV. The pay of retired Government Servants other than those covered by I & II shall be fixed in accordance with the Finance Department's Notification No.SO-SR-III-1320/74, dated 15<sup>th</sup> July, 1974, as amended from time to time.
- (2) Existing re-employed retired civil servants may opt to be governed by the existing rules/orders or by the revised orders in this circular letter. Where such a Government servant opts to be governed by the revised orders, his initial pay should be re-fixed at the minimum of the scale of the post held by him with effect from the 1st of the month in which option is given and pension may be allowed in addition as provided in part (II) (i) above.
- Existing retired officers of the Armed Forces of the rank of Major/equivalent and above who were re-employed in civil posts for a specified period may opt either to be governed by their existing terms and conditions or by the revised orders in this circular letter. Where such re-employed officers opt to be governed by the revised orders, they will be brought on the revised terms and conditions with effect from the 23<sup>rd</sup> December, 1979, on which date the President was pleased to approve the scheme published vide Establishment Division O.M.No.14/5/78-D-III, dated 10<sup>th</sup> February, 1980 for the remaining terms of their re-employment or

for a period of 3 years whichever is less. Their pay will be refixed at the minimum of the scale of the post held by them w.e.f. 23<sup>rd</sup> December, 1979, and if the pay so fixed plus pension is less than the pay received by them immediately before 23<sup>rd</sup> December, 1979, the difference shall be allowed as personal pay to be absorbed in future increase of pay.

**No.FD-SR-III-8-6/78, dated Lahore the 16<sup>th</sup> July, 1980**

The following 'Principle of equivalence' between the rank held in the Defence Services with appointments in National Pay Scale has been approved,- vide Establishment Division, Government of Pakistan No.16/4/79-AV, dated 8<sup>th</sup> August, 1979:-

Defence Service Rank:-	
Major-General and equivalent.....	Grade 21 or 22 at the discretion of the Govt.
Brigadier and Equivalent.....	Grade 20.
Colonel and Lt-Colonel (with 18 to 20 years)	
Commission service and equivalent	Grade-19
Major and equivalent	Grade-18
Captain, Lt. And 2/Lt. or equivalent...	Grade 17

***Pay of employee treated on duty  
in certain circumstances.***

21. When a University employee is treated as on duty under University Ordinance 6 clause (vii) and University Ordinance 11, the competent authority may, at its option, authorize payment to him of the pay of his substantive appointment or any lower rate of pay which it may consider suitable. If the duty consists of a course of study or training or instruction abroad and the University employee was, at the time when he was placed on such duty, in receipt of higher pay on account of an officiating appointment, he may on every occasion during the period of study, training or instruction abroad when he would have held that officiating appointment but for such study, training or instruction abroad, be allowed to draw, instead of either of the rates just specified, pay equivalent to what he would have drawn had he been holding the officiating appointment.

***Initial Substantive Pay of an Employee  
Appointed substantively.***

22. The initial substantive pay of University employee who is appointed substantively to a post on a time scale of pay is regulated as follows:
- (a) If he holds a lien on a permanent post;
    - (i) when appointment to the new post involves the assumption of duties or responsibilities of greater importance (as interpreted for the purposes of University Ordinance 30) than those attached to such permanent post, he will draw as initial pay the stage of time-scale next above his substantive pay in respect of the old post;
    - (ii) when appointment to the new post does not involve such assumption, he will draw, as initial pay the stage of the time-scale which is equal to his substantive pay in respect of the old post, or if, there is no such stage, the stage next below that pay, plus, personal pay equal to the difference ; and in either case will continue to draw that pay until such time as he would have received an increment in the time scale of the old post or for the period after which an increment is earned in the time-scale of the new post, whichever is less. But if the minimum pay of the time scale of the new post is higher than his substantive pay in respect of the old post he will draw that minimum as initial pay;
    - (iii) when appointment to the new post is made on his own request under University Ordinance 16, and maximum pay in time scale of the post is less than his substantive pay in respect of the old post, he will draw that maximum as initial pay.

- (b) If the conditions prescribed in clause (a) are not fulfilled he will draw as initial pay the minimum of the time-scale : Provided that in cases other than cases of re-employment after resignation from the University service covered by clause (a) or clause (b) if he has previously held substantively or officiated in.
- (i) the same post , or
  - (ii) a permanent or temporary post on the same time scale, or
  - (iii) a permanent post, on an identical time-scale, or a temporary post on an identical time-scale such post being on the same time-scale as a permanent post,

Then the initial pay shall not be less than the pay other than special pay, personal pay, technical pay, or emoluments classed as pay by the competent authority under University Ordinance 6 clause (xix) which he drew on the last such occasion, and he shall count for increments the period during which he drew that pay on such last and any previous occasion.

The concession admissible under clauses (ii) and (iii) of the above Proviso in respect of previous service in temporary posts subject to the conditions that where the University employee's pay in his previous post was inflated by the grant of advanced increments for any cause, his initial pay in his new post shall, unless otherwise ordered by the authority competent to create the post be fixed by counting for increments from the minimum of the scale the period of service rendered by him in the previous post or posts on the same or on identical time-scale.

***Initial Substantive Pay of post pay of which has been reduced.***

23. The initial substantive pay of a University employee who is appointed substantively to a post on a time-scale of pay which has been reduced for reasons other than a diminution in the duties or responsibilities attached to posts thereon and who is not entitled to draw pay on the time-scale as it stood prior to reduction is regulated by University Ordinance 22, provided in cases, other than cases of re-employment after resignation from the University service covered by clause (a) or

clause (b) of that University Ordinance, if he has previously held substantively or officiated in :-

- (i) the same post prior to reduction of its time-scale; or
- (ii) a permanent or temporary post on the same time-scale as the unreduced time-scale of the post;
- (iii) a permanent post or a temporary post, on a time-scale of pay identical with the unreduced time-scale of the post, such temporary post being on the same time-scale as a permanent post;

then the initial pay shall not be less than the pay, other than special pay, personal pay, technical pay or emoluments classed as pay by the competent authority under University Ordinance 6 clause (xix), which he would have drawn under University Ordinance 22, on the last such occasion if the reduced time-scale of pay had been in force from the beginning and he shall count for increments the period during which he would have drawn that pay on such last and any previous occasions; provided that service rendered on pay at a stage in a time-scale which is less than the minimum of the revised scale shall not count for increment in that scale.

***Initial pay of post the pay of which is changed.***

24. The holder of a post the pay of which is changed shall be treated as if he were transferred to a new post on the new pay subject to such restrictions as the competent authority may in each case lay down.

***Increments.***

25. An increment shall ordinarily be drawn as a matter of course unless it is withheld. An increment may be withheld of a University employee by a competent authority if his conduct has not been good or his work has not been satisfactory provided that such action shall not be taken unless the University employee has first been given a reasonable opportunity of showing cause against the proposed action. In ordering the withholding of an increment the withholding authority shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.

***Efficiency Bar.***

26. Where an efficiency bar is prescribed in a time scale the increment next above the bar shall not be given to a University employee without the specific sanction of the authority empowered to withhold increments provided that before a University employee is stopped at the efficiency

bar he shall be given a reasonable opportunity of showing cause against the proposed action.

Note. 1. When a University employee is allowed to pass the efficiency bar which had previously been enforced against him, he should come on to the time scale at such stage as the authority competent to declare the bar removed may fix for him, subject of course to the pay admissible according to his length of service.

Note. 2. The orders in this University Ordinance apply to the fixation of pay in the time scale in which the efficiency bar has been applied a bar applied in a junior time scale of a service should not, therefore, affect University employee's pay in the senior time scale, he should be paid in the later scale, according to his length of service, unless his such scale is itself affected by the operation of an efficiency bar or by a disciplinary order against him.

### ***Conditions on which service counts for increments.***

27. The following provisions prescribe the conditions on which service counts for increments in a time-scale:-

- (a) All duty in a post on a time-scale counts for increments in that time-scale.
- (b) Service in another post, whether in a substantive or officiating capacity and leave other than extraordinary leave counts for increments in the time-scale applicable to the post on which the University employee holds a lien;

Provided that the competent authority may in any case in which it is satisfied that the leave was taken on account of illness or for any cause beyond the University employee's control, direct that extraordinary leave shall be counted for increment under this clause.

- (c) If a University employee, while officiating in a post or holding a temporary on a time-scale of pay, is appointed to officiating in a higher post or to hold a higher temporary post, his officiating or temporary service in the higher post shall, if he is re-appointed to the lower post, count for increments in the time-scale applicable to such lower post. The period of officiating service in the higher post which counts for increments in the lower is, however, restricted to the period during which the University employee would have officiated in the lower post but for his appointment to the higher.

This clause applies also to a University employee who is not actually officiating in the lower post at the time of his appointment to the higher post, but who would have so officiated had he not been appointed to the higher post.

- (d) If a University employee's tenure of a temporary post is interrupted by duty in another post or by leave other than extraordinary leave or by foreign service such duty, or leave or foreign service counts for increments in the time scale applicable to the temporary post, if the University employee returns to the temporary post:

Provided that the competent authority may, in a case, where it is satisfied that the leave was taken on account of illness or of any other cause beyond the University employee's control, direct that extraordinary leave shall be counted for increments under this clause

- (e) Foreign service counts for increments in the pay scale applicable to:-

- (i) the post in University service on which the University employee concerned holds a lien; and
- (ii) any post to which he may receive officiating promotion under University Ordinance 63 for the duration of such promotion.

### ***Grant of Premature Increments.***

28. An authority may grant a premature increment to University employee on a time-scale of pay if it has power to create a post in the same cadre on the same scale of pay.

### ***Transfer from a higher to lower grade or from a higher Stage to a lower stage.***

29. (1) The authority which orders the transfer of a University employee from a higher to a lower grade or post as a penalty may allow him to draw any pay not exceeding the maximum of the lower grade or post, which it may think proper.
- (2) The authority which orders the reduction of a University employee to a lower grade or post or to a lower stage in his time-scale as a penalty, shall state the period for which such reduction shall be effective and whether, on restoration it shall operate to postpone future increments and if so to what extent.

***Pay of Officiating University employee***

30. (1) Subject to the provisions of University Ordinances 36 to 39, a University employee who is appointed to officiate in a post shall not draw pay higher than his substantive pay in respect of a permanent post, unless the officiating appointment involves the assumption of duties and responsibilities of greater importance than those attached to the post on which he holds a lien.

Provided that the competent authority may exempt any post or posts or class of posts from the operation of this University Ordinance.

- (2) For the purpose of this University Ordinance, the officiating appointment shall not be deemed to involve the assumption of duties or responsibilities of greater importance if the post to which it is made is on the same scale of pay as the permanent post, on which he holds a lien, or on scale of pay identical therewith.

***Officiating employee to draw Presumptive pay***

31. Subject to the provisions of University Ordinances 27 (c), 30 and 33 a University employee officiating in a post will draw the presumptive pay of that post, provided that, except in the case of a University employee whose appointment to the post in which he is officiating was made on his own request under University Ordinance 16, if the presumptive pay of the permanent post, on which he holds a lien should at any time be greater than the presumptive pay of the post in which he officiates, he will draw the presumptive pay of the permanent post.

***Pay of employee officiating in a post pay of which has been fixed at a rate personal to another employee***

32. When a University employee officiates in a post, the pay of which has been fixed at a rate personal to another University employee, the competent authority may permit him to draw pay at any rate not exceeding the rate so fixed or, if the rate so fixed be a time-scale may grant him initial pay not exceeding the lowest stage of that time-scale and future increments not exceeding those of the sanctioned scale.

***Pay of officiating employee may be fixed at lower rates***

33. A competent authority may fix the pay of an officiating University employee at an amount less than that admissible under these University Ordinances.

***Acting promotion in place of employees treated on duty***

34. A competent authority may issue general or special orders allowing acting promotion to be made in the place of University employees who are treated as on duty under University Ordinances 6 clause (vii) and University Ordinance 11.

***Personal Pay***

35. Except when the authority sanctioning it orders otherwise, personal pay shall be reduced by any amount by which the recipient's pay may be increased, and shall cease as soon as his pay is increased by an amount equal to his personal pay.

***An employee may hold two or more independent posts***

36. A competent authority may appoint one University employee to hold substantively, as a temporary measure, or to officiate in, two or more independent posts at one time. In such cases his pay is regulated as follows:
- (a) The highest pay, to which he would be entitled if his appointment to one of the posts stood alone, may be drawn on account of his tenure of that post;
  - (b) For each other post he draws such reasonable pay, in no case exceeding half the presumptive pay of the post as the competent authority may fix; and
  - (c) If compensatory allowances are attached to one or more of the posts he draws such compensatory allowances as the competent authority may fix provided that such allowances shall not exceed the total of the compensatory allowances attached to all the posts.

***Current charge of another post.***

37. When a University employee holds charge of the current duties of a post after being relieved of those of his substantive post, he officiates in that post and he may be given the full officiating pay of that post or his pay may be fixed under University Ordinance 33.

***Current charge of another post in addition to charge Of substantive post.***

38. When a University employee holds current charge of another post in addition to that of his own substantive post, he likewise officiates in the former, and the presumptive pay of the post of which current charge is held may be reduced as in University Ordinance 37 above to the amount considered sufficient by the competent authority. After this, if necessary, has been done, the provisions of University Ordinance 36 should be applied.

***Employee cannot hold current charge if no substantive post exists.***

39. A University employee is not regarded as holding charge of current charge of a post, unless a substantive post exists for the performances of the duties entrusted to him. If no such substantive post exists, the case is one for the grant of special pay or an honorarium.

**CHAPTER IV****ADDITIONS TO PAY AND OTHER CONCESSIONS*****Compensatory allowance***

40. Subject to the provisions of University Ordinances 41 and 42 and to the condition that the compensatory allowance is so regulated that it is not on the whole a source of profit to the recipient a competent authority may grant such an allowance to any University employee.

***Compensatory allowance to be drawn by person actually performing duties of post.***

41. Subject, in respect of house rent allowance to the provision of University Ordinance 43, a compensatory allowance attached to a post will be drawn in full by the University employee actually performing the duties of the post.

***Certain Compensatory allowances may be drawn by two employees***

42. A compensatory allowance, other than a house rent allowance or conveyance allowance granted for a motor car or motor cycle may be drawn upto the maximum period given below by a University employee who takes leave other than leave preparatory to retirement from the post to which the allowance is attached or is transferred therefrom to another post for periods not exceeding those referred to above as well as by the University employee performing the duties of the post to which the allowance is attached, provided that:-
- (1) the authority sanctioning the leave or transfer, as the case may be, certifies that the 'University employee is likely to return, on the expiry of his leave or his temporary duty, to the post to which the allowance is attached or to another post carrying a similar allowance'; and
  - (2) the University employee certifies that he continues to incur the whole, or a considerable part of the expense to meet which the allowance was granted. In the later case it is left to the discretion of the authority sanctioning the leave or transfer as the case may be,

to decide whether and by how much the allowance should be reduced:

During the first 120 days, 90 days or 30 days of earned leave, as the case may be.

Note: 1.—“A mere hope or unsupported expectation on the part of the University employee should not form the basis of the certificates. To obviate all misunderstanding on the point the authority sanctioning the leave or transfer would, in case in which this University Ordinance operates, invariably embody in the sanctioning Orders a certificate regarding the likelihood of the University employees return either to the post from which he proceeds on leave or transfer to another post carrying a similar allowance. This certificate must be embodied in the original orders sanctioning leave or transfer”.

Note 2.—“With reference to proviso (2) of this Ordinance, a University employee who desires to avail himself of the benefit of this Ordinance, should submit his claim with a statement of the relevant expenses to the authority sanctioning the leave or transfer, that authority should then decide having regard to the provisions of Ordinances 40 & 41 how much of he allowance should be drawn”.

#### ***House rent allowance of a University employee on leave etc.***

43. House rent allowance may be drawn by a University employee on leave in the circumstances and for the period specified in University Ordinance 42 provided that he certifies that his previous rate of expenditure for a house continues during his absence and that he places his house free of rent, at the disposal of the University employee, if any, who officiates in his post. The officiating University employee, cannot, in such case, draw a house rent allowance attached to the post. If, however, the officiating University employee, for a reason which the competent authority considers to be sufficient, refuses the accommodation placed at his disposal, he and not the University employee on leave will draw the allowance.

#### ***Facilities for residence.***

44. In special circumstances the Syndicate may by general or special order grant rent free accommodation to any University employee or class of University employees.

Note:-- Normally this concession should be granted only to teachers or to the other employees performing duties which require their presence

within the University campus beyond the normal working hours, or to low-paid employees such as peons or other employees of similar status.

***Residence by employee not entitled to free Payment of rent for University accommodation.***

45. When a University employee not entitled to rent free accommodation is provided with accommodation by the University, he shall pay to the University house rent at 7½ of his pay.

***Rent for un-authorized occupation of University residence***

46. When a University employee or his family occupies a University residence without authority he shall be charged the commercial rent for the residence for the whole period of such occupation.

Note:-Nothing in this University Ordinance shall preclude the competent authority from taking disciplinary action against the University employee for the unauthorized occupation.

***Cost of water & electric energy***

47. The concession of rent free accommodation does not carry with it free supply of water and electric energy, the cost of which must be defrayed by the University employee himself.

Provided that where residences have not been provided with separate water connections and occupants have to use outside and common taps, no water charges shall be recovered from them; and

provided further that the low paid employees referred to in University Ordinance 44 shall not be required to pay water charges.

***Medical facilities***

48. The University employees may be provided with medical facilities in accordance with the University Ordinances prescribed by the Syndicate.

***Grant of leave***

49. The rules governing the grant of leave to University employees are contained in the University of Engineering and Technology Teachers (Leave) University Ordinances, 1963, the University of Engineering and Technology Employees (Leave) University Ordinances, 1969, the UET

Employees Leave (Amendment Statutes 1979, and the UET Teachers (Study Leave) Statutes, 1980.

### ***Honoraria***

50. A competent authority may grant a University employee an honorarium from the University Fund 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.

Note:-The expressions "laborious" and "special merit" must be strictly construed.

### ***Receipt of remuneration in certain cases without permission***

51. A University employee is eligible to receive without special permission:-
- (a) the premium awarded for an essay or plan in public competition;
  - (b) any reward offered for the arrest of a criminal, or for information or special service in connection with the administration of justice;
  - (c) any reward payable in accordance with the provisions of any Act or Regulation or Rules framed thereunder;
  - (d) any reward sanction for service in connection with administration of the customs and excise laws; and
  - (e) any fees payable to a University employee for duties which he is required to perform in his official capacity by order of University.

### ***Patent for invention***

52. A university employee whose duties involve the carrying out of scientific or technical research shall not apply for or obtain or cause or permit any other person to apply for or obtain a patent for an invention made by such University employee save with the permission of the competent authority and in accordance with such conditions as the Syndicate may impose.

**CHAPTER V****TERMINATION OF SERVICE, SUSPENSION AND  
RESIGNATION*****Pay of employees dismissed or removed from service***

53. The pay and allowance of a University employee who is dismissed or removed from service cease from the date of such dismissal or removal.\*
- \*54. A University employee under suspension is entitled to subsistence grant equal to his pay and allowances which he was drawing immediately before his suspension. It shall be effective w.e.f. 2.8.1997.

***Allowance on Reinstatement.***

55. (1) When the suspension of a University employee is held to have been unjustifiable or not wholly justifiable ; or

When a University employee who has been dismissed, removed or suspended is reinstated, the appellate or reviewing authority may grant him for the period his absence from duty.

- (a) if he is honourably acquitted, the full pay to which he would have been entitled if he had not been dismissed, removed, or suspended and, by an order to be separately recorded, any allowance of which he was in receipt prior to his dismissal, removal or suspension ; or
- (b) if otherwise, such proportion of such pay and allowances as the appellate or reviewing authority may prescribe.
- (2) In a case falling under clause (a), the period of absence from duty will be treated as a period spent on duty. In a case falling under clause (b) it will not be treated as a period spent on duty unless the appellate or reviewing authority so directs.

***Leave to a University employee under suspension.***

56. Leave may not be granted to a University employee under suspension.

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\* Substituted under Notification No.Regu.III/38(94)/122 dated 29.8.1997

***Committal to Prison.***

57. A University employee committed to prison either for debt or on a criminal charge should be considered as under suspension from the date of his arrest, and should be allowed only the payments laid down in University Ordinance 55 until the termination of the proceedings against him when an adjustment of his pay and allowances should be made according to the circumstances of the case, the full amount being given only in the event of the University employee being acquitted of blame or (if the imprisonment was for debt) of its being proved that the University employee's liability arose from circumstances beyond his control.

## CHAPTER VI

### FOREIGN SERVICE

#### ***Transfer to foreign service.***

58. (a) No University employee may be transferred to foreign service against his will.

(b) Subject to the conditions laid down in these University Ordinances a competent authority may sanction the transfer of a University employee to foreign service in or out of Pakistan for a period not exceeding three years.

Instruction I. The competent authority should invariably consult before hand the Government of Pakistan through the West Pakistan Government in regard to any request for the loan of services of a University employee from a foreign country.

Instruction II The University employee should himself without delay report to the Treasurer the time and date of all transfer of charge to which he is a party when proceeding on, while in, and on return, from foreign service and furnish from time to time, particulars regarding his pay in foreign service, leave taken by him, his postal address and any other information which that officer may require.

#### ***Transfer not admissible if certain conditions are not fulfilled.***

59. A transfer to foreign service is not admissible unless:-

- (a) the duties to be performed after the transfer are such as should be rendered by a University employee.
- (b) The University employee transferred holds, at the time of transfer, a post paid from the University Funds or holds a lien on a permanent post.

#### ***Transfer to foreign service of an employee on leave.***

60. If a University employee is transferred to foreign service while on leave he ceases, from the date of such transfer, to be on leave and to draw leave salary.

***Employee to remain in cadre on transfer to foreign service***

61. A University employee transferred to foreign service shall remain in the post which he held or in the cadre in which he was included in a substantive or officiating capacity immediately before his transfer. He may be given much substantive or officiating promotion in the university service as the authority competent to order promotion may decide but his pay in foreign service will not be taken into account in fixing his pay in the post to which he is promoted.

***Employees not to accept pension or gratuity in foreign service***

62. A University employee transferred to foreign service may not, without the sanction of the competent authority, accept a pension or gratuity from his foreign employer in respect of such service.

***Pay in foreign service and joining time***

63. A University employee in foreign service will draw pay from the foreign employer from the date on which he relinquishes charge of his post in University service. Subject to any restrictions which the competent authority may by general order impose, the amount of his pay, the amount of joining time admissible to him and his pay during such joining time will be fixed by the authority sanctioning the transfer in consultation under the foreign employer.

***Contribution for Provident Fund etc.***

64. While a University employee is in foreign service, subscription payable by him towards his Provident Fund, together with the contribution payable by the University towards that Fund and the contribution on account of the cost of his leave salary must be paid to the University by the University employee himself unless the foreign employer consents to make these payments on his behalf.

***Rates of contributions for leave salary***

65. The rates of contribution on account of leave salary shall be such as the Syndicate may by general order prescribe.

***Grant of leave to employee in foreign service in Pakistan***

66. A University employee in foreign service in Pakistan may not be granted leave otherwise than in accordance with the rules or University Ordinances applicable to the post which he held or the cadre of which he

is a member, and may not take leave or receive leave salary from the University unless he actually quits duty and goes on leave.

***Grant of leave to employee in foreign service out of Pakistan***

67. (1) University employee in foreign service out of Pakistan may be granted leave by his employer on such conditions as the employer may determine. In any individual case the authority sanctioning the transfer may determine before hand in consultation with the employer the conditions on which leave will be granted by the employer. The leave salary in respect of leave granted by the employer will be paid by the employer and the leave will not be debited against the University employee's leave account.

(2) In special circumstances, the authority sanctioning a transfer to foreign service out of Pakistan may make an arrangement with the foreign employer under which leave may be granted to the University employee, in accordance with the rules applicable to him as a University employee, if the foreign employer pays leave contribution at the rates prescribed under University Ordinance 65.

***Reversion from foreign service.***

68. A University employee reverts from foreign service to University service on the date on which he takes charge of his post in University service, provided that, if he takes leave on the conclusion of foreign service before rejoining his post, his reversion shall take effect from such date as the competent authority may declare.

***Employee to cease to receive pay from foreign employer on reversion***

69. When a University employee reverts from foreign service to University service, his pay will cease to be paid by the foreign employer, and his contribution will be discontinued with effect from the date of reversion.

## CHAPTER VII

### SERVICE BOOK

#### ***Service Book***

70. A Service Book will be maintained for every University employee to whom these University Ordinances are applicable and every step in his tenure of service as a University employee must be recorded in his service book. All entries will be attested by the Registrar or such other officer as may be authorized for the purpose.

## CHAPTER VIII

### RESIDUARY PROVISION AND RELAXATION

#### *Adoption of Government rules regarding matters not provided for*

71. In matters not provided for by these University Ordinances the Syndicate may adopt the rules framed by the West Pakistan Government from time to time in respect of its own employees.

#### *Relaxation*

72. In cases where the operation of these University Ordinances involve undue hardship to a University employee, the competent authority may, for reasons to be recorded in writing, relax any of these University Ordinances in his favour.