

XX. CONTRACT EMPLOYEES APPOINTMENT STATUTES FOR THE EMPLOYEES OTHER THAN REGULAR SERVICE OF PAKISTAN INSTITUTE OF FASHION AND DESIGN 2012

PRELIMINARY

In pursuance of the provisions of section 17.(2)(e) read with section 4.(iv) and section 25.(d) of the Pakistan Institute of Fashion and Design Act, 2011, the following statutes are made.

1. Short title, scope and commencement:

- (i) These Statutes may be called "Contract Employees Appointment Statutes for the Employees other than Regular Service of Pakistan Institute of Fashion and Design 2012" ¹.
- (ii) Notwithstanding anything contained herein, all instructions later on issued by the Competent Authority, shall have the same force of law and shall be effective from the date of notification.
- (iii) "An Employee" means teaching / non-teaching staff of the Institute.
- (iv) "Institute" means the Pakistan Institute of Fashion and Design, Lahore.
- (v) "Selection Committee for Contract Appointment" means Selection Committee constituted by the Senate of Pakistan Institute of Fashion and Design comprising of three members selected from the panel recommended by the Vice-Chancellor.
- (vi) "Syndicate" means the Syndicate of Pakistan Institute of Fashion and Design.

2. Determination of posts to be filled on regular or contract basis

The Syndicate shall determine as to whether various categories of posts should be filled on regular or contract basis.

3. Fixation of terms and conditions of contract appointment

- (i) The terms and conditions of contract shall be settled by the Syndicate, in accordance with the provisions of the Pakistan Institute of Fashion and Design Act 2011, where appointment is made in prescribed pay scale of the post or on a pay package other than the basic pay scale.
- (ii) In all contracts, it shall be clearly provided that the services of the contract employee are liable to be terminated on one month's notice or one month's pay, in lieu thereof, on either side without assigning any reason.
- (iii) The selected candidate will appear before the Medical Officer of the Institute, as per directions of the Appointing Authority, for medical examination and will be able to join service on having been declared medically fit.
- (iv) Appointment/Service on contract basis shall be non-pensionable.
- (v) A Contract Employee shall, under no circumstances, claim conversion of his contract appointment into regular appointment.
- (vi) If, at any stage, it is discovered that the person appointed on contract had obtained the appointment on the basis of forged/bogus documents or through deceit by any means, the appointment shall be considered to be void *abinitio* and the employee shall be liable to refund all amounts received from the Institute as a consequence of appointment, in addition to such other action as may be taken against him under the law.
- (vii) The employee shall be liable to perform duties, in public interest, as may be entrusted

¹ [Approved in the First Meeting of the Senate held on April 20, 2012.](#)

by the Competent Authority from time to time.

- (viii) The interpretation of the terms and conditions of contract and the decision in this behalf shall rest with the Syndicate.

4. Leave

- (i) Casual leave not exceeding 15 days per year¹ shall be admissible. However, it can be availed on the basis of calculation of leave earned on monthly basis. Moreover, leave in excess of 10 days at one time shall not be allowed.
- (ii) Leave on medical grounds for 15 days, **with pay**², shall be admissible, on production of medical certificate by the Medical Officer of the Institute. However, if medical leave continues beyond three months, the contract shall be liable to be terminated.
- (iii) In case of female employees having served for at least 02 years, maternity leave with pay **for 90 days**³ shall be admissible once in the tenure of five years.

5. Pay package

To attract the most competitive human resource available the policy envisages matching pay packages for contract appointments. Two broad categories of pay packages that may be offered are as under:

- (i) **Where appointment is made in the prescribed pay scale of the post:**
- (a) Package of pay and allowances as per pay scale of the Post, including any adhoc/special relief, etc.
- (b) 30% of the minimum of pay scale as social security benefit in lieu of pension.
- (c) Provided that persons who are already retired and getting pension shall not be eligible for this benefit when re-employed on contract.
- (d) Annual increment admissible as per pay scale of the post subject to evaluation of performance having been rated as very good.
- (ii) **Where appointment is made on pay package other than the pay and allowances prescribed under the Basic Pay Scales:**
- (a) A package of pay & allowances commensurate with the qualification/ experience prescribed for the job and as approved by the Syndicate on the recommendations of the Selection Committee.
- (b) Any adhoc/special relief etc., given to the regular employees, shall not be admissible. However, Evaluation Committee shall recommend grant of relief in each case **for the approval of the Syndicate**⁴.
- (c) Based on the merit of the case and evaluation of the performance, increment may be allowed by the Syndicate on the recommendation of Evaluation Committee constituted by the Vice-Chancellor.

6. Period of contract appointment and extension in contract

- (i) The initial period of contract appointment shall be three years and extendable up to five years.
- (ii) Where the post has been created for a specific period (e.g. project posts) the initial period of contract appointment shall be two years or the period for which the post has been created,

¹ Calendar Year

² Amended in the 2nd meeting of the Senate held on 16th May 2013.

³ Amended in the 2nd meeting of the Senate held on 16th May 2013.

⁴ Amended in the 2nd meeting of the Senate held on 16th May 2013.

whichever is less.

- (iii) Extension in contract of appointment shall not be claimed as a matter of right. It may be granted up to three years or less on merits of the case.
- (iv) Ban on recruitment shall not be applicable in the case of extension in contract period of an existing contract employee.
- (v) Decision regarding extension in contract of appointment shall be made by the Syndicate well before expiry of the contract period of an employee.
- (vi) If no extension is granted on expiry of the contract of appointment, the employee shall not continue in service. The office of the Treasurer must ensure that salary is not released to an employee whose contract of appointment stands expired or terminated.

7. Contract appointments to be non-transferable

Contract appointments shall be post-specific and non-transferable. Contract employee shall not, under any circumstances, claim any right for transfer from one post to another.

8. Monitoring and evaluation of performance of contract employees

- (i) Appointing/ supervisory authorities will exercise due and regular vigilance on the performance of contract employees to ensure that only efficient and suitable employees are allowed to continue in service.
- (ii) The performance of contract employees shall be assessed on annual/special basis, by the immediate superior authorities on the prescribed proforma.

9. Termination of contract appointment

- (i) Contract appointment is liable to be terminated on one month's notice or one month's pay, in lieu thereof, on either side without assigning any reason. However, in case a faculty member opts to resign, he will have to give prior notice of one month or the period till completion of ongoing semester, whichever is later.
- (ii) During the currency of contract of appointment, the services may be terminated after it is determined that performance of the contract employee is unsatisfactory or he is guilty of inefficiency, misconduct or corruption.

10. Policy framework for regular Institute employees who are appointed on contract basis

(1) Eligibility: A confirmed and regular employee of the Institute may apply for appointment on contract basis only with the prior approval of the Appointing Authority.

(2) Pay and allowances: A confirmed and regular employee of the Institute when appointed on contract, shall draw pay and allowances as per terms and conditions of the contract. During the contract appointment protection of pay last drawn against substantive post shall not be admissible.

(3) Terms and conditions of employment: A regular employee, when appointed on contract, shall be governed by the terms and conditions of the contract. He shall not be entitled to claim any benefit as regular employee unless specifically provided in the terms & conditions of the contract.

(4) Retention of lien: A regular and confirmed employee of the Institute when appointed on contract, will retain his lien against the substantive post if specially provided in the terms and conditions of contract of appointment.

(5) Pension for the period spent on contract: Period spent on contract shall not be counted towards pension.

(6) Pay fixation on repatriation to original substantive post: On return from contract appointment to the substantive post, the pay of a regular employee may be fixed by allowing the annual increments for the period spent on contract; provided that no arrears on account of re-fixation of pay or increment shall be admissible.

(7) Seniority and promotion in the original cadre:

(i) Where contract appointment is up to five years

(a) During the contract of appointment, if promotion in the regular cadre of service becomes due, it shall be deferred until resumption of duty in regular service.

(b) Where promotion is granted on return from contract appointment, proforma promotion shall not be admissible. However, original seniority in regular cadre shall be admissible.

(ii) Where contract appointment continues beyond five years

(a) The names of regular employees whose contract of appointment extends beyond five years, shall be moved to separate static list. No claim shall be admissible to promotion or seniority over any junior who have been, promoted during the period spent on contract beyond five years.

(b) The employee's name shall be brought back on the seniority list only after he resumes duty as regular employee. In such case, seniority shall be determined after deducting the period he remained on contract beyond five years.

(c) On his promotion, he will not regain his original seniority.

The period spent on contract basis, against an equivalent or a higher post in the cadre, shall count towards experience for the purposes of promotion in the cadre, on repatriation from contract appointment.

(8) Disciplinary proceedings: If a regular employee is found to be inefficient or guilty of misconduct or corruption during the period of contract, he shall be liable to be proceeded against under the prevailing disciplinary law/rules applicable on regular employees, in addition to the action as per terms and conditions of contract appointment.

(9) Termination of Contract: On termination of appointment, as per terms & conditions of contract, a regular employee shall immediately report to his parent department.

(10) Contribution towards benefit/insurance schemes: A regular employee shall act upon Pakistan Institute of Fashion and Design Statutes regarding contribution toward benefit/Insurance Schemes during the period of contract appointment.