

SHAHEED BENAZIR BHUTTO UNIVERSITY,
SHERINGAL, DIR UPPER
CONTRACT/TEMPORARY EMPLOYEE STATUTES



STATUTES, 2022

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CONTRACT/TEMPORARY EMPLOYEE STATUTES

Title

These statutes, framed in pursuance of Section-28(d-i) of the Khyber Pakhtunkhwa Universities Act, 2012 may be called “the Shaheed Benazir Bhutto University Sheringal Terms & Conditions of Contract Employees’ Statutes-2022”.

Commencement

These statutes shall come into force at once

Definitions

In these statutes unless the context otherwise requires, the definitions used here in under shall have the meanings assigned to them.

- i. “Act” means The Khyber Pakhtunkhwa Universities Act, 2012. (Khyber Pakhtunkhwa Act No. X OF 2012), as amended from time to time by the Provincial Assembly
- ii. “Appointing Authority” means the Vice Chancellor Shaheed Benazir Bhutto University, Sheringal.
- iii. “Authority” means, any of the authorities of the University, specified in Section 18 of the Act.
- iv. “Authorized Medical Officer” means Medical officer of the University or in his/her absence, the Medical officer to whom a candidate has been referred by the Registrar.
- v. “Campus” means, the Campus of the University
- vi. “Chairperson” means, the Chairperson of a Teaching Department
- vii. “Chancellor” means the Governor Khyber Pakhtunkhwa
- viii. “Constituent College” means, a Constituent College of the University
- ix. “Constituent Institution” means, a Constituent Institution of the University
- x. “Coordinator” means, a Coordinator of the University Campus
- xi. “Dean, Chairperson /Director/Principal” mean, the Head of a Faculty, Teaching Department/ Institute or Head of Department/Principal of Constituent Institutions, Constituent Colleges and Other Academic Divisions of the University
- xii. “Defendant” means, an employee against whom action is initiated under the Statutes
- xiii. “Director” means, a Director of a Constituent Institution of the University
- xiv. “Emoluments” means the amount drawn monthly by an employee as pay or allowances of any description.
- xv. “Employee” i. Employee, means, a person who is appointed on contract under Section-11(5)(e) of the Act and in a manner provided in these Statutes.

- xvi. "Head of Department" means, the Head of the University Teaching or Administrative Department/Section and includes the Director of an Institute or Principal of a college/school.
- xvii. "HEAL" means the Higher Education, Archives and Libraries Department, Government of Khyber Pakhtunkhwa.
- xviii. "HEC" means the Higher Education Commission Islamabad.
- xix. "Misconduct" means, conduct, prejudicial to good order or Service Discipline of the University, or any act which amounts to an offence under any Law for the time being in force, or unbecoming of an officer and a gentleman, and includes any act on the part of an employee to bring, or attempt to bring, political or other outside influence, directly or indirectly, to bear on the University or any University Officer, in respect of any matter relating to his/her appointment, promotion, transfer, punishment, retirement or other conditions of his service.
- xx. "Pay" means, the amount drawn monthly by a contract employee as pay and includes technical pay, special, personal pay and other emoluments as decided by the Syndicate.
- xxi. "Penalty" means a penalty which may be imposed under the Statutes.
- xxii. "Permanent Post" means a post sanctioned without limit of time.
- xxiii. "Prescribed" means prescribed by Statutes, Regulations and Rules made under the Act
- xxiv. "Principal/Director" means, the Head of the College or the Chief Executive of the institution/college seeking Affiliation.
- xxv. "Senate" means Senate of the University.
- xxvi. "Syndicate" means the Syndicate of the University.
- xxvii. "Treasurer" means the Treasurer of the University
- xxviii. "University" means, the Shaheed Benazir Bhutto University, Sheringal, Upper Dir, included in the Schedule appended to The Khyber Pakhtunkhwa Universities Act No. X of 2012 and subsequent amendments made thereto.
- xxix. "Vice-Chancellor" means the Vice-Chancellor of the University.

Application

These Statutes shall apply to all contract employees, appointed under section-11(5)(e) of the Khyber Pakhtunkhwa Universities Act, 2012.

- i. Section 11(5) (e) is meant for contract appointment against the budgeted positions only.
- ii. Recruitment under section 11(5) (e) is not meant to run the universities on ad-hoc basis, rather is meant for providing a relief to the Vice Chancellor to have interim arrangement for running the university's affairs smoothly where regular recruitment against the budgeted posts is awaited due to following the required procedure.

- iii. Contract Appointment against a regular Post shall not be undertaken, except for valid justification and only after concurrence of the syndicate.
- iv. The Vice Chancellor would be bound to ensure regular appointment on the sanctioned /budgeted post occupied by an employee on Contract under section 11(5) (e) within 03 years of appointment on contract against such post.
- v. Contract appointment can be made against the sanctioned & budgeted post on six monthly bases and shall not in any case be renewed beyond a period of three years.
- vi. No person who is appointed on contract and has completed three years or less shall be re-appointed on contract on the same post or any other post in the University.

Appointing Authority

The Vice Chancellor shall be the appointing authority for contract appointments as provided in section 11(5)(e) of the Khyber Pakhtunkhwa Universities Act, 2012.

Eligibility Criteria (Qualifications /Experience /Age)

The qualification and experience, required for a contract post, shall be exactly the same as prescribed for regular appointments, in the relevant Statutes of the University.

Selection and Appointment Procedure

All vacant posts for contract appointment shall be made through advertisement in two Dailies of wide circulation, scrutiny of documents, Test/Demonstration, if needed, and interview by the Selection Committee.

The Registrar or if the position is vacant, the Additional Registrar, as the case may be, shall issue appointment letter and sign contract agreement after approval of the Vice Chancellor.


Medical Fitness

Every contract employee shall in case of his/her, first *appointment*, produce a certificate of Medical fitness from the Government authorized centers which shall be placed in his/her personal file.

Pay Scales Applicable

The Contract employees shall be entitled to the initial pay with usual allowances of the post against which he/she is appointed. As the contract is to be renewed after every 06 months, therefore no increment shall be allowed.

Leave

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Employees in the contract service of the University or its Constituent Units shall be entitled to leave as follows;

- a). Casual Leave as per analogy of regular employees
- b). Leave without pay up to 45 days per annum if required by an employee
- c). Maternity Leave, for female employees, for 45 days only on Half pay
- d). Vacations with pay shall be allowed to contract teachers only

Additional/Dual Charge

Additional/Dual Charge shall not be allowed to Contract employees.

TA/DA

TA/DA shall be allowed as per analogy of the regular employees.

Format of Contract Letter

On appointment, the employee will be required to enter into an agreement with SBBU as per employment agreement provided in these Statutes, attached as appendix -III.

Transfer

The services of the employees shall not be transferable

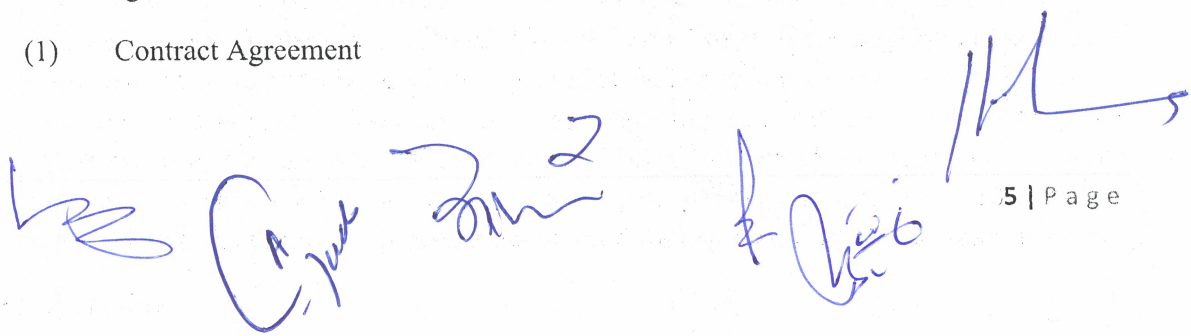
Efficiency and Discipline

The employee, in case of misconduct or absence from duty, shall be liable for disciplinary action. The appointing authority in response to a complaint from the concerned Head, shall call an explanation of the employee concerned which the employee shall respond within 03 days. In case, the Appointing Authority is not satisfied with his/her reply, his/her services shall be terminated after personal hearing in the next 07 days. If the employee concerned is aggrieved from such decision of the appointing authority, he/she may submit appeal to Syndicate, in this regard. The decision of the Syndicate shall be final. Till decision of the Syndicate, decision of the Vice Chancellor will be operative and the employee will stand terminated. In case, the Syndicate accepts the appeal, fresh contract for six months will be executed with the employee, if he/she has worked for less than 2 and a half years as such.

Record of Service

Record of each contract employee shall be kept in their personal files. It shall cover the following:

- (1) Contract Agreement

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- (2) Appointment Order
- (3) Joining Report
- (4) Educational qualification/Degrees/Credentials
- (5) CNIC & Domicile etc
- (6) Any other document etc

Termination of Services

The services of a Contract employee may be terminated under the following circumstances:

a). **Without serving any Notice**

- (1). On the expiry of the initial contract. In this case, the termination will be automatic.
- (2). Under the circumstances mentioned in Section-16.15

b). **With serving Notice**

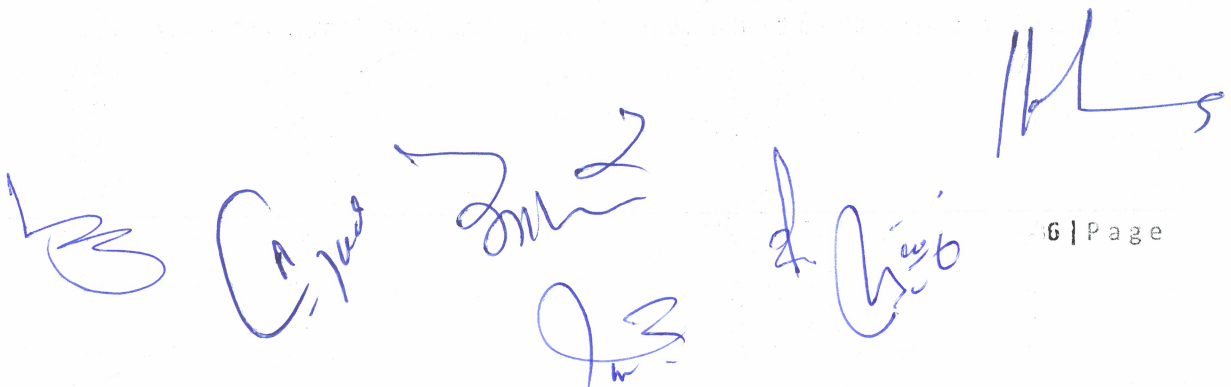
- (1). As prescribed in the employment agreement, on payment of one month pay of the scale in lieu of the notice period.
- (2). On Medical Grounds if in the opinion of the Medical officer of the University, an employee is unfit to discharge fully or partially his/her assigned duties.

Resignation

A Contract employee may resign from service by giving notice prescribed in the employment agreement or on payment of a sum equal to last pay drawn.

Regularization of Contract service

The appointment, made under these Statutes, shall not be regularized in any case. However, such employees can apply for regular posts when advertised by the University from time to time.



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