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PART II

Statutory Notifications (S.R.O.)

ISLAMABAD BAR COUNCIL

NOTIFICATION

Islamabad, the 27th January, 2022

S.R.O. 206(I)/2022.— In exercise of the power conferred by Section 56(d) of the Legal Practitioners and Bar Council Act, 1973 (Act XXXV of 1973) the Islamabad Bar Council is pleased to make the following Rules namely:—

CHAPTER – 1

1.01. **Short Title Commencement and Application.**— (1) These Rules may be called The Islamabad Bar Council Employees Service Rules, 2022.

(2) They shall come into force at once and shall be deemed to have taken effect from the date of the establishment of Islamabad Bar Council.

363 (1—57)

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[7258(2022)/Ex.Gaz.]

(3) They shall apply to all types of employees whether on duty or leave, within or without Pakistan without any disability or gender discrimination.

1.02. Right of Amendment.- All service rules governing the employment of Persons working in the Bar Council are subject to review, addition, deletion, variation, perception and revocation by the Competent Authority at its sole discretion and upon such review, addition, deletion, variation and revocation by the Competent Authority shall remain binding on all Persons. Such amendments may be communicated to Persons by a general circular or by any other means of communication as the Competent Authority may decide.

1.03. Interpretation & Implementation: **The Islamabad Bar Council shall be the final authority for interpretation of the Rules contained herein and decision of the Council shall be final and binding on all employees.** All questions, disputes and ambiguities regarding the implementation and interpretation of these Rules shall be referred to the Secretary, Bar Council who shall seek a ruling on interpretation from the Competent Authority and communicate it to the concerned party.

1.04. Definitions.- In these Rules unless there is anything repugnant in the subject or context requires otherwise, the following expressions shall have the meanings hereby respectively assigned to them that is to say;-

- (a) “Accused” means an employee against whom disciplinary action is initiated under these rules;
- (b) “Act” means Legal Practitioners and Bar Councils Act, 1973.
- (c) “Appendix” means the appendix to these Rules.
- (d) “Appellate authority” means the next higher authority of the appointing authority who passed the original order of penalty as envisaged under sub-rule (2) and (3) of the Rule 30.3 of the Islamabad Bar Council Employees Service Rules, 2022.
- (e) “Appointment Authority” means the authority enumerated as such under Rule 4.1 of the Islamabad Legal Practitioners and Bar Council Rules, 2017.
- (f) “Bar Council” means the Islamabad Bar Council [ISB] established through section 2(b) of the Legal Practitioners and Bar Councils Act, 1973 (Act XXXV of 1973).

- (g) “Chairman” means the Chairman of the Executive Committee.
- (h) “Charges” means allegations framed against the accused relating to the acts of omission or commission cognizable under these rules;
- (i) “Competent Authority” means the Vice Chairman of the Bar Council or any person to whom powers are delegated by the Islamabad Bar Council.
- (j) “Departmental Promotion Committee”. The Executive Committee shall have power to act as a Departmental Promotion Committee.
- (k) “Disciplinary Committee” means the Disciplinary Committee of the Bar Council who shall have power to take disciplinary action.
- (l) “Employees” means full time employee with or without disability of the Bar Council on monthly salary and includes all Managerial and Non-Managerial staff on contract or regular basis.
- (m) “Executive Committee” means the Executive Committee of the Islamabad Bar Council.
- (n) “Inefficiency” in relation to the discharge of duties of an employee means the failure to efficiently perform functions assigned to him;
- (o) “Inquiry Committee” means a committee consisting of two or more officers, headed by a convener, as may be appointed by the authority to inquire into charges of the accused under these rules;
- (p) “Inquiry Officer” means an officer appointed by the authority to inquire into charges of the accused under these rules;
- (q) “Integral Part of Employment Contract” shall be deemed to be an integral part of the terms of employment of any Employee / Probationer of the IBC Employees Rules, and where specifically made application to Internees, Consultants and Contract Employees.
- (r) “Hearing Officer” means an officer, as far as possible senior in rank to the accused, appointed by the authority to afford an opportunity of personal hearing to the accused on behalf of the authority concerned;
- (s) “Misconduct” means conduct prejudicial to good order of or service discipline unbecoming of an employee 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 Islamabad IBC or on any officer of the IBC in respect of any matter relating to the appointment, promotion, punishment, retirement or other conditions of service of an employee.

- (t) “Penalty” means a penalty as prescribed under these rules.
- (u) “Prescribed” means as prescribed by these Rules.
- (v) “Probationer” means a person employed on probation and whose service has not been confirmed by the competent authority and includes Management and Non-Management Staff.
- (w) “Rules” means the Islamabad IBC Employees Service Rules, 2020.
- (x) “Selection Committee” constituted by the Competent Authority comprised odd numbers of Member IBC. The Committee is overall responsible to complete recruitment process under the provisions of the Rules.
- (y) “Vice Chairman” the Vice Chairman of the Council.
- (z) “Year” means a Calendar year.

CHAPTER – 2

RECRUITMENT, PROMOTION AND RETIREMENT.

- 2.01. **Hiring Policy.**—The IBC may from time to time approve hiring policy of the employees to be engaged on ad-hoc basis, contract basis, or on regular basis. keeping in view the exigency of service.
- 2.02. **Categories of Staff:** Essentially, the IBC’s staff shall fall in the following three cadres without any discrimination, disability, gender, religion etc.
 - (i) Regular Cadre,
 - (ii) Contract Employees and
 - (iii) Consultants & Short-term employments. In-case of requirement of staff, hundred percent (100%) quota shall be reserved exclusively for residents of Islamabad Capital Territory.

- (a) Regular Employees
- (b) Contract Employees
- (c) Consultants & short-term/ daily wages employments

2.03. Regular Employees. -

- (a) These employees will be offered formal, regular, permanent employment with the IBC and be governed by the Islamabad IBC Employees Service Rules, 2022.
- (b) The remuneration of such employees shall be determined according to their respective job grade and level of placement.

2.04. Contract Employees

- a. These employees will be hired for either a specific period or a specific long-term assignment / Project.
- b. Generally, the tenure of a contract employee will not exceed three years, but may be renewed by mutual consent for further period(s).
- c. A contract will be deemed to expire at the end of its tenure unless extended with mutual consent of the parties. However, either party "The IBC and the employee shall have to serve one month notice before expiry of the contract if desire not to extend the contract.
- d. The IBC shall retain the right of terminating the contract before its completion at its sole discretion by giving a notice that may be specified in the contract. Similarly, the contract employee shall have the right to resign during the currency of the contract by giving the notice as specified in the contract.
- e. The terms of service of these employees will be governed generally by Employee Service Rules (except for remuneration, benefits and job grades) but specifically by their contract.
- f. Contract employees will only be offered a consolidated salary. They shall not be entitled to any benefit other than a consolidated salary, which shall be deemed to be total compensation taking into account all the various aspects of the contract.

- g. They will not be entitled to any leave encashment, gratuity, annual festive allowance, or other benefits unless any is specifically mentioned in their appointment letter/contract.
- h. Contract employees will not be deemed to be regular employees of the IBC.
- i. Contract employees shall not enjoy any right or preference in consideration for appointment to regular cadre.
- j. While the IBC, at its sole discretion, may offer regular cadre appointment to contract employees, it shall have no obligation to do so. Acceptance of a regular cadre appointment offer shall be at the discretion of the contract employee.
- k. Contract employees except support staff will be entitled to paid leave on national gazetted holidays. In addition, a 20 working days leave shall be allowed for every completed year of service on account of annual, casual and medical leave. This leave cannot be encashed either yearly or at the end of employment. All benefits except gratuity will be seized immediately after submission of resignation and or receipt of termination will not be entitled to any other benefit permissible to regular employees of IBC.

2.05. Consultants & Short-term Employments:

The IBC may from time to time hire consultants to meet a specific need, or perform a specific task. Consultants shall not be treated as contract or regular cadre employees of the IBC. Their terms of engagement shall be exclusively governed by the agreement entered into by the IBC and the Consultant.

- a. Short term contract/consultants who shall be governed by their Terms of References as would be framed at the sole discretion of the Competent Authority.
- b. Persons engaged on daily wage basis.

2.06. Sanctioned Strength

The Competent Authority shall draw up an organization chart and set the number of persons to be employed for each level of employment. This shall constitute the sanctioned strength of the IBC. The organization chart and sanctioned strength is given in **ANNEXURE-A**.

- (i) The IBC may revise the sanctioned strength from time to time in light of the needs of the Bar Council.
- (ii) No appointment may be made unless the position to which the appointment made is covered by the sanctioned strength

2.07. Job Grades and Basic Pay Scales:

- (i) The IBC currently has eight job grade positions, each with its own pay scale. These are subject to regular review and amendment at the discretion of the Competent Authority.
- (ii) Grades 1 and 2 are classified as non-management grades while employees in Grade 3 and above are classified as managers for the purpose of workmen's compensation laws. Any employee would be placed in relevant job grades on merit basis without discrimination of disability, gender, and religion.

2.08. Basis of Appointments:

Appointments may be made on any of the following basis without any discrimination of disability, gender, religion and province etc.:

- (i) Probationary terms, with a view to being converted into regular terms. All these appointments may be made only if there is a vacant position under the sanctioned strength of the relevant department.
- (ii) Regular terms, without going through a probationary period. However, all such appointments will be subject to prior written approval of the competent authority. Regular appointment may be made only against a vacant position under the sanctioned strength of the relevant department.
- (iii) Short Term Contract basis, where the appointment is for a particular assignment, or for a period of less than one year. Generally, short-term contract employees will not be covered by the sanctioned strength. These shall be governed by these rules for consultants.
- (iv) Long Term Contract basis, where the appointment is for a period of one year or more. Long term contract employees may be appointed against sanctioned strength posts, or specially created positions. However, all long-term contract appointments must be approved in writing by the competent authority, prior to short or long term appointment.

- (v) Internees or volunteer basis, where the appointees are not paid any salary or other benefits. These appointments must be approved by the Competent Authority and should generally be for short periods of time. In certain cases, internees or volunteers may be paid some pocket money or disbursement of expenses.

2.09. Appointments may be made to:

- (i) Fill a vacancy arising out of departure of an employee, already on the sanctioned strength.
- (ii) Meet a new requirement not covered by the sanctioned strength. In such a case, the Competent Authority should be approached to revise the sanctioned strength, either temporarily or permanently.
- (iii) Fill a vacancy arising out of newly created position arising out of revision of sanctioned strength.
- (iv) Meet a temporary need for staff for a period not exceeding six months. This can be met through appointment of a person on contract terms, on daily wages terms, on part-time basis, as an internee, or as a volunteer. All such appointments must be approved by the competent authority, but need not be reflected in the sanctioned strength.

2.10. Appointments:

Appointments to ALL POSTS (including Contract and Consultancy appointments) shall be made with the approval of the Competent Authority.

2.11. Appointment Procedure:

- (a) All the vacancies can be filled in through advertisements in through largely publication in newspapers.
- (b) A preliminary short list will be prepared and maintained.
- (c) All candidates on the preliminary short list will be called for a written test and/or interview.
- (d) These candidates will be asked to complete the required criteria “Application for Employment Form” of the IBC, to be decided by the Competent Authority.

- (e) Interviews and tests will be conducted by a Selection Committee.
- (f) A final short list will be prepared and signed by the head of the Selection Committee.
- (g) All candidates on the final short list will be called for a final interview.
- (h) Final interview will be conducted by a selection committee.
- (i) Selection Committee shall prepare a written recommendation on the candidate to be appointed, with at least one other (stand-by, or reserve) candidate.
- (j) Offer for Employment Letter, in standard format shall be issued to the candidate recommended by the selection committee, giving a definite acceptance date.
- (k) If the candidate refuses, or fails, to accept the offer by the prescribed deadline, an Offer of Employment Letter will be sent to the candidate whose name appears on the top of Reserve List.

2.12. Checking of References:

IBC shall contact the referees named by the appointee, and/or his previous employer(s), to seek confidential confirmation of details provided. All information received shall be treated in strict confidence and not revealed to the appointee unless legally necessary. These references shall form a part of employee's permanent record with the IBC.

2.13. Standard Appointment Letter:

All offers for appointment will be made in the form of a standard appointment letter. However, the format of the appointment letter may be amended in certain cases, with the approval of Competent Authority, to suit the particular requirements of a particular appointment.

2.14. Joining Report:

At the time of assumption of duties, an employee must submit a joining report. This report essentially confirms the following:

- (a) She/he has accepted the appointment at the terms offered in the appointment letter.

- (b) She/he has read (or has been read) and understood the Employee Service Rules governing the appointment and agrees to abide by them.
- (c) She/he certifies that all the information given by him to the IBC in relation to his employment is true, correct and complete; and that no material fact has been concealed or withheld.
- (d) She/he knows of no legal, ethical or other reason on account of which he should not be joining the employment of this IBC.
- (e) She/he has stated any specific requirements related to disability or other , if any

2.15. False or Misleading Statements:

If any person makes a false or misleading statement when applying for a position with the IBC, at the time of interview/test, or after getting appointed by the Bar Council, he will be liable to instant dismissal, without benefits, on discovery of such falsehood or misrepresentation after service of show cause notice and personal hearing .

2.16. Induction /Orientation:

All new employees are provided a detailed orientation of the organizational systems, policies, current program and best practices. A detailed orientation plan is prepared and first day is spent for a detailed orientation of all new inductees. All new inductees are expected to read and comprehend the following documents:

- (i) Employee Service Rules
- (ii) Procurement Rules
- (iii) Finance Policy
- (iv) Any other document according to the job description

2.17. Appointment Matters:

(i) Probationary Period:

- (a) All Employees including those appointed on contract except as an Internee appointed to a post in any job grade, shall on

appointment be placed on probation for one year extendable for a further period of one year.

- (b) The competent authority, in consultation with relevant head of department, may waive, reduce or enhance the probationary period.
- (c) During the probationary period, employment is subject to termination without assigning any reason or serving any notice, by either side.

(ii) Promotions

An Employee/Probationer will be eligible for promotion to the next step provided he is considered fit for promotion by Chairman Executive Committee and his promotion is duly approved by the competent authority. Promotion means moving from one Job Grade to another higher Job Grade. Granting of more than one increment at the end of a year, or granting of a special increment during the year, shall not be considered a promotion.

- (a) The Executive Committee shall initiate recommendation for promotion. The recommendation note must be accompanied by a formal special purpose Performance Appraisal Form, duly completed. These documents should be sent to the Executive Committee who will add their remarks and pass it to the competent authority. Chairman, Executive Committee can authorize one step promotion. However, more than 1 (one) steps promotion to any employee in any 12 (twelve) months period will require approval of the IBC.
- (b) Under no circumstance can an Employee be promoted till he has completed at least One (1) year in his present grade/step.

(iii) Age Limits

- (a) The minimum age limits for appointment in the IBC against any such position shall be 18 years' at the time of interview.
- (b) The maximum age limit for service with IBC shall be sixty (60) years and employee shall retire from service on attaining the said age of superannuation.

(iv) Status of Present Employees and Re-employment in the IBC:

Present employees working with the IBC shall be deemed, confirmed from their dates of their joining . Any person who has been dismissed from the service of the IBC or has been convicted for misconduct or for an offence involving moral turpitude shall not be re-employed by the IBC.

(v) End of Employment Retirement

- (a) All Employees of the IBC (except consultants and those on contract) shall be subject to retirement on attaining the age of sixty years.
- (b) The IBC at its sole discretion, can rehire in exigency of service in a very rare case any employee who has retired on attaining the age of superannuation, on mutually agreed terms of contract.

(vi) Resignation ,Termination and Dismissal

An Employee of the IBC may resign from the service of the IBC after providing one-month prior notice in writing or in lieu of notice, pay to the council an amount equal to one month's gross pay for the notice period and settle all dues and return all properties of the council. It will be the responsibility of the secretary to ensure this. Probationers will not need to serve any notice to the IBC but must settle all their dues and return all properties of the council.

(vii) Resignations from Contract Employees, Internees, Volunteers and Consultants will be governed by the terms of employment specified in their contract.

- (a) The IBC has the **right** not to release the Employee till suitable arrangements are made for his replacement.
- (b) Secretary will record the reasons for the resignation, provide his comments and forward the file to the competent Authority. Competent Authority may require an exit interview of the Employee. The Competent Authority will be informed of all resignations immediately.
- (c) No resignation shall become effective during the pendency of any disciplinary proceedings against any person. Unless the

resignation becomes effective, the person shall not absent himself from duty without leave of absence previously obtained from the IBC. On willful contravention of this provision the person shall forfeit to the council an amount equal to his pay of the un-expired period of notice and may also be liable to dismissal.

(viii) Termination of Services

- (a) In the event of an Employee's service being dispensed with, one month's notice will be served by the IBC otherwise the payment equal to one month's basic pay shall be made in lieu thereof after deducting all liabilities of the Employee to the IBC. The Employee will be obliged to clear all his dues and return all properties of the IBC.
- (b) Termination report will be issued with the approval of the competent Authority after having received the advice from the Secretary of the IBC and after having provided the Employee an opportunity to present his viewpoint if he so desires.
- (c) The Secretary will be responsible for ensuring that the employee whose service has been terminated has cleared all his dues and returned all the IBC's property.
- (d) The IBC shall not release the final dues settlement payment to the employee unless it has received a written confirmation from competent authority to the effect that the employee has cleared all his dues and returned property of the IBC in his possession.

(ix) Exit Interview

As per policy, exit interviews can be conducted for long serving employees so that feedback regarding the organization can be received and improvements made if required.

(x) Service Certificate

A service certificate will be issued to all employees according to the following criteria:

- (a) Who have served the IBC for more than 06 months satisfactory service;

- (b) who have left the IBC on a positive note and have not been terminated or left;
- (c) The IBC on a negative note;
- (d) A Service Certificate will be issued to a person at the end of his services, at his request after he/she has submitted exit notes, pending work, office record, cleared all dues and returned all property of the IBC.

CHAPTER-3

CONDUCT OF EMPLOYEES;

3. General Conduct

- 3.01. All employees are required to maintain social decorum at all times. Their general behavior should be polite, amicable, helpful and conducive to professional conduct of the affairs of the IBC.
- 3.02. **Gifts.** (i) Save as otherwise provided in these Rules, no employees shall, except with the previous sanction of the Vice Chairman, accept, or permit any member of his family to accept from any person any gift the receipt of which will place him under any form of official obligation to the donor.
 - (ii) If the offer of a gift cannot be refused without giving undue offence, it may be accepted and delivered to the Vice Chairman for decision as to its disposal.
 - (iii) If any question arises whether receipt of a gift places an employee under any form of official obligation to the donor, the decision of the Vice Chairman thereon shall be final.
 - (iv) If any gift is offered by the head or representative of a foreign State, the employee concerned should attempt to avoid acceptance of such a gift, if he can do so without giving offence. If, however, he cannot do so, he shall accept the gift and shall report its receipt to the Vice Chairman for orders as to its disposal.
 - (v) A Director or an officer of equivalent status may accept gifts offered abroad or within Pakistan by institutions or official dignitaries of foreign Governments of comparable or higher level, provided that the value of the gift in each case does not exceed one thousand rupees.

(vi) An employee desirous of retaining a gift worth more than this limit can retain it on payment of difference, after evaluation of the gift by a committee headed by the Chairman. The gift would, however, first be offered for sale to the person who received it from a foreign dignity.

3.03. Acceptance of Foreign Awards: No employee shall, except with the approval of the President of Pakistan, accept a foreign award, title or decoration.

Explanation: For the purpose of this rule, the express “approval of the President” means prior approval in ordinary cases and ex-post-facto approval in special cases where sufficient time is not available for obtaining proper approval.

3.04. Public Demonstration:- (i) No employee shall encourage meetings to be held in his honour or presentation of addresses of which the main purpose is to praise him.

(ii) Notwithstanding anything contained in sub-rule (i).

(a) an employee may, with the previous permission of the **Vice Chairman**, take part in the raising of funds to be expended for any public or charitable purpose.

(b) an employee may take part, with the previous sanction of the **Vice Chairman**, in raising of funds to be expended for any public or charitable object connected with the name of any other employee or a person who has recently quitted the service of the Islamabad IBC; and

(c) an employee while posted abroad may attend a public meeting or entertainment held in his honour.

(iii) When an employee takes part in the raising of demand in accordance with the provisions of clause (a) or clause (b) of sub-rule (2), he shall be required to keep regular accounts and submit them to the **Vice Chairman** for scrutiny.

3.04. Subscription:-Subject to rule 3.04, no employee shall, except with the previous sanction of the **Vice Chairman**, ask for or accept or in any way participate in the raising of any subscription or other pecuniary assistance in pursuance of any object whatsoever.

- 3.05. **Lending and Borrowing:** (i) No employee shall lend money to, or borrow money from, or place himself under any pecuniary obligation to, any person within the local limits of his authority or any person with whom he has any official dealing.

(ii) When an employee is appointed or transferred to a post of such a nature that a person from whom he has borrowed money or to whom he has otherwise placed himself under pecuniary obligation will be subject to his official authority, or will reside, possess immoveable property, or carry on business within the local limits of such authority, he shall forthwith declare the circumstances to the **Vice Chairman**.

(iii) All employees working in Basic Pay Scales Nos. 1 to 15 shall make the declaration referred to in sub-rule (2) to the head of their office.

- 3.06. **Buying and selling of Moveable and Immoveable Property:-** (i) An employee who intends to transact any purchase, sale or disposal by other means of moveable or immoveable property exceeding twenty five thousand purposes, in value with any person shall apply for permission to the **Vice Chairman**, and where the employees concerned is himself the **Vice Chairman** to the Chairman.

(iii) Any application under sub-rule (1) shall state fully the circumstances, the price offered or demanded and in the case of disposal otherwise than by sale, the method of disposal, and such employee shall thereafter act in accordance with such orders as may be passed by the **Vice Chairman** or, as the case may be, the Chairman.

Provided that all transaction s with a person who is an official subordinated of the employee should be reported to the next higher authority.

Explanation: In this rule, the term “property” includes agricultural or urban property, bonds, shares and securities but does not include a plot purchased for building a house from a co-operative housing society or a Government housing scheme.

- 3.07. **Construction of Building etc:-** No employee shall construct a building, whether intended to be used for residential or commercial purposes, except with the previous sanction of the **Vice Chairman** obtained upon an application made in this behalf disclosing the source from which the cost of such construction shall be met.
- 3.08. **Declaration of Property:** (i) Every employee shall, at the time of entering the service of the Islamabad IBC, make a declaration to the **Vice Chairman**, through the usual channel, of all immovable and moveable

properties including shares, certificates insurance policies and jewellery having a total value of ten thousand rupees or more belonging to or held by him or a member of his family and such declaration shall:-

- a. state the district within which the property is situated;
- b. show separately individual items of jewellery exceeding ten thousand rupees in value; and
- c. give such further information as the **Vice Chairman** may, by general or special order, require.

(ii) Every employee shall submit to the **Vice Chairman**, through usual channel, an annual return of assets by the 30th September showing any increase or decrease of property as shown in the declaration under sub-rule (1) or, as the case may be, the last annual return.

3.09. **Disclosure of Assets, Immoveable, Moveable and Liquid:-** An employee shall, as and when he is so required by the Islamabad IBC, disclose all his assets, immoveable, moveable and liquid.

3.10. **Speculation and Investment:-** (i) No employee shall speculate in investments.

Explanation: For the purpose of this sub-rule, the habitual purchase and sale of securities of notoriously fluctuating value shall be deemed to be speculation in investments.

(ii) No employee shall make, or permit any member of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties.

(iii) No employee shall make any investment the value of which is likely to be affected by some event of which information is available to him as an employee and is not equally available to the general public.

(iv) If any question arises whether a security or an investment is of the nature referred to in any of the foregoing sub-rule, the decision of the **Vice Chairman** thereon shall be final.

3.11 **Promotion and Management of Companies etc:-** No employee shall, except with the previous sanction of the **Vice Chairman**, take part in the promotion, registration or management of any bank or company.

Provided that an employee may, subject to the provisions of any general or special order of the of the Islamabad IBC, take part in the promotion, registration or management of a co-operative society registered under any law relating to co-operative societies.

- 3.12. **Private Trade, Employment or Work:-** (i) No employee shall, except with the previous sanction of the IBC, engage in any trade or undertake any employment or work, other than his official duties.

Provided that the employees working in pay scales Nos. 1 to 15 may, without such sanction, undertake a small enterprise which absorbs family labor and where he does so, shall file details of the enterprise alongwith the declaration of assets.

Provided that he may, without such sanction, undertake honorary work of a religious, social or charitable nature or occasional work of a literary artistic-character, subject to the conditions that his official duties do not thereby suffer and that the occupation or undertaking does not conflict or is not inconsistent with his position or obligations as a employee but he shall not undertake or shall discontinue such work if so directed by the **Vice Chairman**. An employee of the Islamabad IBC who has any doubt about the propriety of undertaking any particular work should refer the matter for the orders of the Vice Chairman.

(ii) Notwithstanding any thing contained in sub- (i), no employee shall associate himself with any private trust, foundation or similar other institution which is not sponsored by the IBC.

(iii) This rule does not apply to sports activities and membership of recreation clubs.

- 3.13. **Subletting of residential accommodation allotted by Islamabad IBC.-** No employee shall, except with the prior permission of the Islamabad Bar Council, or as the case may be, of the Bar Council, sublet residential accommodation let to him by Islamabad Bar Council, if any.

- 3.14. **Employee not to live beyond his means, etc.-** No employee shall live beyond his means or indulge in ostentation on occasions of marriage or other ceremonies.

- 3.15. **Insolvency and habitual indebtedness.-** (i) An employee shall avoid habitual indebtedness.

(ii) If an employee is adjudged or declared insolvent or if the whole of that portion of his salary which is liable to attachment is frequently attached for debt, has been continuously so attached for a period of

two years, or is attached for a sum which, in ordinary circumstances, he cannot repay within a period of two years, he shall be presumed to have contravened this rule unless he proves that the insolvency or indebtedness is the result of circumstances which, with the exercise of ordinary diligence, he could not have foreseen or over which he had no control and has not proceeded from extravagant or dissipated habits.

(iii) An employee who applies to be or is adjudged or declared insolvent shall forthwith report his insolvency to the Head of the Office or Department or to the Secretary of the Ministry, as the case may be, in which he is employed.

- 3.16. **Intimation of involvement and conviction in a criminal case.-** If an employee is involved as an accused in a criminal case, he shall bring the fact of such involvement or conviction, as the case may be, to the notice of the Islamabad Bar Council immediately or, if he is arrested and released on bail, soon after such release.
- 3.17. **Unauthorized communication of official documents or information.-** No employee shall, except in accordance with any special or general order of the Islamabad Bar Council, communicate directly or indirectly any official document or information to an employee unauthorized to receive it, or to a non-official person, or to the press.
- 3.18. **Approach to members of the Assemblies, etc.-** No employee shall, directly or indirectly, approach any Member of the Senate, National Assembly or a Provincial Assembly or any other non-official person to intervene on his behalf in any matter.
- 3.19. **Management etc. of newspapers or periodicals.-** No employee shall, except with the previous sanction of the Bar Council, own wholly or in part, or conduct or participate in the editing or management of, any newspaper or other periodical except the publications in the Islamabad Bar Council.
- 3.20. **Radio broadcasts or television programmes and communications to the press.-** No employee shall, except with the previous sanction of the Bar Council or any other authority empowered by it in this behalf, 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 jeopardize the integrity of the employee, the security of Pakistan or 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.

- 3.21. **Publication of information and public speeches capable of embarrassing the Islamabad Bar Council.**- No employee shall, in any document published, or in any communication made to the press, over his own name, or in any public utterance or television programme or in any radio broadcast delivered by him, make any statement of fact or opinion which is capable of embarrassing the Bar Council:

Provided that technical staff may publish research papers on technical subjects, if such papers do not express views on political issues or on Bar Council policy and do not include any information of a classified nature.

Where a an employee submits the draft of a literary, artistic or scientific article or book for obtaining previous sanction for its publication, he shall be informed within three months of his doing so whether he has or has not such sanction and, if no communication is issued to him within that period, he shall be entitled to presume that the sanction asked for has been granted.

- 3.22 **Evidence before committees.**- (i) No employee shall give evidence before a public committee except with the previous sanction of the Islamabad Bar Council.

(ii) No employee giving such evidence shall criticize the policy or decisions of the Islamabad Bar Council.

(iii) This rule shall not apply to evidence given before statutory committees which have power to compel attendance and the giving of answers, not to evidence given in judicial inquiries.

- 3.23. **Taking part in politics and elections.**- (i) 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.

- (ii) No employee shall permit any person dependent on him for maintenance or under his care or control to take part in or in any way assist, any movement or activity which is, or tends directly or indirectly to be, subversive of Bar Council as by law established in Pakistan.
- (iii) 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 such election may exercise his right to vote: but if he does so, he shall give no indication of the manner in which he propose to vote or has voted.

- (iv) No employee shall allow any member of his family dependent on him to indulge in any political activity, including forming a political association and being its member, or to act in a manner in which he himself is not permitted by sub-rule (iii) to act.
- (v) An employee who issues an address to electors or in any other manner publicly announces himself or allows himself to be publicly announced as a candidate or prospective candidate for election to a legislative body shall be deemed for the purpose of sub-rule (3) to take part in an election to such body.
- (vi) The provisions of sub-rule (iii) and (v) shall, so far as may be, apply to elections to local authorities or bodies, save in respect of an employee required or permitted by or under any law, or order of the Bar Council, for the time being in force, to be candidates at such elections.
- (vii) If any question arises whether any movement or 474 activity falls with the scope of this rule, the decision of the Bar Council thereon shall be final.

3.24. **Ban on Strikes, etc.-** No employee shall take part, commence, continue, instigate or incite others to take part in , or expand or supply money or otherwise act in furtherance or support of, an illegal strike or a go-slow.

Explanation. In this rule, go-slow means any organized, deliberated and purposeful slowing down of normal output or the deterioration of the normal quality of work by body or employee acting in a concerted manner.

- 3.25. **Propagation of sectarian creeds, etc:** No employee propagate such sectarian creeds or take part in such sectarian controversies or indulge in such sectarian partiality and favouritism as are likely to affect his integrity in the discharge of his duties or to embarrass the administration or create feelings of discontent or displeasure amongst the employee in particular and amongst the people in general.
- 3.26. **An employee not to express views, against ideology of Pakistan.-** No employee shall express views detrimental to the ideology or integrity of Pakistan.
- 3.27. **Nepotism, favouritism and victimization, etc.-** No employee shall indulge in provincialism, parochialism, favouritism, victimization and willful abuse of office.
- 3.28. **Vindication by an employee of their public acts or character.-** (i) An employee may not, without the previous sanction of the Bar Council, have recourse to any court or to the press for the vindication of his public acts or character from defamatory attacks. In granting sanction, the Bar Council will ordinarily bear the cost of the proceedings and in other cases leave the employee to institute them at his own expense. In the latter case, if he obtains a decision in his favour, the employee may reimburse him to the extent of the whole or any part of the cost.
- (ii) Nothing in this rule limits or otherwise affects the right of an employee to vindicate his private acts or character.
- 3.29. **Membership of Service Associations.-** No employee shall be a member, representative or officer of any association representing or purporting to represent, the employee or any class of employee, unless such association satisfies the following conditions, namely:-
- (a) membership of the association and its office bearers shall be confined to a distinct class of employee and shall be open to all employee of that class.
 - (b) the association shall not be in any way connected with, or affiliated to any association which does not, or any federation of associations which do not satisfy condition (a).
 - (c) the association shall not be in any way connected with any political party or organization, or engage in any political activity.
 - (d) The association shall not –

- (i) issue or maintain any periodical publication except in accordance with any general or special order of the Islamabad Bar Council;
 - (ii) except with the previous sanction of the Government, published any representation on behalf of its members, whether in the press or otherwise.
 - (e) the association shall not, in respect of any election to a legislative body, or to a local authority or body, whether in Pakistan or elsewhere –
 - (i) pay or contribute towards, any expenses incurred in connection with his candidature by a candidate for such election;
 - (ii) by any means support the candidature of any person for such election; or
 - (iii) undertake or assist in the registration of electors, or the selection of a candidate for such election.
 - (f) the association shall not –
 - (i) maintain, or contribute towards the maintenance of, any member of a legislative body, or of any member of local authority or body, whether in Pakistan or elsewhere;
 - (ii) pay, or contribute towards, the expenses of any trade union which has constituted a fund under section 16 of the Trade 477 Union Act, 1926 (XVI of 1926).
- 3.30. **Membership of non-Political Associations.**- No employee shall accept membership of any nonpolitical association or organization whose aims and objects, nature of activities and membership are not publicly known.
- 3.31. **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 Government or any Government servant in support of any claim arising in connection with his employment as such.
- 3.32. **Approaching foreign Missions and aid-giving Agencies.**- No Government servant shall approach, directly or indirectly a foreign mission in Pakistan or any foreign aid giving agency to secure for himself invitations to visit a foreign country or to elicit offers of training facilities abroad.

- 3.33. **Delegation of Power.-** The Islamabad Bar Council may, by general or special order, delegate to any officer or authority subordinate to it all or any of its powers under these Rules and may, by such order, prescribe the channel through which reports shall be made to the Islamabad Bar Council and the officers receipt by whom of such reports shall be regarded as receipt of the reports by the Bar Council within the meaning of these Rules.
- 3.34. **Rules not to be in derogation of any law, etc.-** Nothing in these Rules shall derogate from the provisions of any law, or of any order of any competent authority, for the time being in force, relating to the conduct of Government servants.
- 3.35. **Exclusive Service & Conflict of Interest**

All Persons (except for Internees and Consultants) shall be Full Time Employees and shall devote their whole time and energy to the furtherance of the interest of the Bar Council. No Person (except for Internees and Consultants) shall engage in any other profession, trade, commerce or business activity with remuneration or otherwise on his own account, or entering the service or be employed by any other person or firm or assist in any business owned by his spouse or parents (whether on full or part time basis) without prior written approval of the Competent Authority.

CHAPTER-4

SENIORITY, CONFIRMATION & PERFORMANCE

- 4.01. The seniority inter se of the employees in a grade shall be determined with reference to their dates of initial appointments to the grade in IBC.

Provided that if the date of appointment of more than one employee is same, the seniority shall be determined by the date of birth i.e. older in age.

4.02. Confirmation

- (a) Upon satisfactory completion of the probationary period, a Probationer may be confirmed. The confirmation process will involve a written evaluation by the Executive Committee (by way of completing a Performance Appraisal Form), to be sent to the secretary, who will add his comments, if any, and send the report to chairman executive committee. Only on approval from the competent authority will competent authority issue letter of confirmation.

- (b) If an employee does not receive a confirmation letter on completion of his/her Probationary period, it would be deemed that the probationary period has been Indefinitely extended. Completion of probationary period shall not be taken as an Evidence of an employee's confirmation into permanent terms.

4.03. Punctuality

Every Person is required to be punctual to discharge his duties prescribed by the IBC for him. No Person (except Consultants) may absent himself from the premises of the IBC during working hours without the knowledge and authority of secretary IBC. In case of absence through sickness, persons should ensure that word is sent to the secretary IBC as soon as possible and a Doctor's Certificate stating the reason for incapacity must be delivered to the IBC upon resumption of duties.

4.04. Attendance

All persons must strictly observe office timing as notified by the IBC. Frequent late coming to the office of any employee, will not be tolerated and a warning memo may be issued to the individual and strong weightage will be given to it at the time of preparing the EPA. The Competent Authority may also penalize an employee for late comings by deducting up to a maximum of one day's salary for each day he is late.

Three late arrivals during a single month shall be treated as one Leave to be deducted from annual leave of the employee. If the balance in the annual leave is not available, then late arrivals be treated as one Casual Leave. However, an employee arriving to work later than four hours after the start of office timings shall be deemed absent for the day.

Any absence from work of four or more hours in a day shall be treated as one full day's leave, to be adjusted against annual leave entitlement. Persistent absenteeism will constitute breach of terms of employee and be grounds of dismissal without benefits and/or notice.

4.05. Efficiency:

Every employee shall be required to perform his services diligently, lawfully, honestly, and faithfully to the best of his ability and shall make his best endeavor to promote the interest of the IBC.

4.06. Professional Secrecy and Confidentiality:

Every employee will maintain professional secrecy and will not disclose/discuss any corporate matter, which is confidential. Breach of this professional secrecy will be punished by serious disciplinary measures, which may include dismissal as well as legal action.

4.07. Attire and Appearance:

Employees' dressing must be appropriate to the nature of position held or job performed by them. All Persons should dress tidily, neatly and appropriately during office timings. Slippers, rubber/track shoes, shorts and T-shirts are not allowed.

4.08. Evaluation Reports

- (i) An Employee Performance Appraisal (EPA), on the work and conduct of each employee/Probationer shall be initiated for every year by the Person under whom he has been working during that year on a prescribed form and countersigned by employee and Supervisor with comments, if any. The EPA for all employees will be completed by end of November each year and must be forwarded to executive committee immediately for approval by the Competent Authority, if required.
- (ii) Notwithstanding, as mentioned above, an Evaluation Report of any Person may be called by his Supervisor at any point during the service of the Person with the IBC.
- (iii) Any Person not satisfied with his Evaluation Report in addition to noting in the EPA may also submit in writing to the secretary separately the reasons for his dissatisfaction.

4.09. Working Days and Hours

Normal working hours are from 09:00 AM to 3:00 p.m. (Friday 09:00 AM to 12:30 p.m.) without break, Six days a week. Office generally remains closed on Sundays. Any employee with disability or female with children under 18 months may apply for flexibility to the competent authority who may decide favorably on case to case basis.

4.10. Harassment at Workplace

Generally, employees with disability are more vulnerable to harassment. IBC would take special measures to protect such employees e.g. use of security camera, avoiding isolation at workplace and late sitting.

Harassment is generally defined as unwelcome remarks based on any:

- Physical differences such as disability
- Short height
- Any impairment
- Gender

These may also include sexual advances, requests for sexual favors, and another verbal or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly.
- (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the target individual
- (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The attempts of harassments include but are not limited to: -

- (a) Generalized disability or gender-based remarks and comments targeted at eliciting any kind of response from any particular person (s) from amongst the target audience.
- (b) Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement.
- (c) Verbal or written sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, invitations, or inappropriate comments about a person's clothing, manners, gestures, gait, smile or laughter.

- (d) Visual contact, such as ogling, leering or staring at another's body, gesturing, displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily clad individuals.
- (e) Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention.
- (f) Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluations or promotional opportunity.
- (g) Continue to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

Any employee with and without disability who believes that she/he has been subjected to any form of prohibited discrimination/ harassment, including disability based discrimination or sexual harassment, or who witnesses others being subjected to such harassment or discrimination is encouraged to promptly report the incident(s) to either to secretary Bar or directly to the Chairman executive Committee of the organization.

All employees are expected to cooperate with investigations undertaken and failure to cooperate in an investigation shall result in disciplinary action, up to and including termination.

- (a) While the matter shall be handled confidentially and secrecy shall be maintained, the remedial action may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.
- (b) If any employee knowingly makes a false accusation of unlawful discrimination/harassment or knowingly provides false information in the course of an Investigation of a complaint, s/he shall be dealt with breach of conduct and can be grounded for strict disciplinary action. However, complaints made in good faith, even if found to be unsubstantiated, should not be considered a false accusation.

4.11. Grievance Policy

All employees have a right to seek redress for grievance relating to their employment. Any employee with or without disability can express/

complaint with regard to his/ her disability issue if not taken care of by the competent authority.

Stage 1

- (i) In the first instance the employee should request a meeting with Secretary and try to resolve the matter. The employee may if he/she so wishes be accompanied by a person of similar status to help present the case.

Stage 2

- (ii) If the matter is not resolved at stage 1, the employee should register the complaint in writing within one week of the meeting outlined in stage 1 with the chairman executive committee. The decision of the Executive Committee taken in consultation with Secretary IBC shall be final. A serious matter or matters pertaining to may directly be referred to the Competent Authority, if deem necessary by the employee. Copies of all relevant materials under stage1 and 2 shall go to the personal files of the employee.

CHAPTER – 5

LEAVE

5.01. Earned Leave

- (i) All employees of the Islamabad IBC are entitled to paid annual vacation leave as twenty-five (25) working days per year. Provided that no employee shall be allowed casual leave for more than six (6) consecutive days at a time Vacation is provided for the purpose of rest and recreation and employees are encouraged to avail this facility.
- (ii) An employee shall earn leave which shall be calculated at the rate of four days **for** every calendar month of the period of duty rendered and credited to the leave accounts. Duty period of 15 days or less in a calendar month shall be ignored and of more than 15 days shall be treated as a full calendar month for the purpose. There shall be no maximum limit on the accumulation of such leave.
- (iii) Any balance earned as annual leave cannot be deferred hence leave not taken shall elapse at the completion of calendar year and no compensation whatsoever will be payable in this respect. However, if the IBC, in writing, asks an employee to defer his leave, the same can be taken within six months of the end of an employee's service year.

- (iv) Accumulated earned annual leave cannot be encashed during the course of employment.
- (v) Weekends and public holidays falling during the course of annual leave will not be counted as earned annual leave's computation is based on working days.
- (vi) Earned leave shall accrue on monthly basis and its entitlement will be counted from the date of employment, i.e. it will be inclusive of the probationary period.
- (vii) An employee's service year shall commence on the date of his joining the service of the IBC however, no earned annual leave will accrue until an employee has been confirmed into regular service after successful completion of his probationary period.
- (viii) Earned annual leave of more than three days cannot be taken by an employee during the probationary period.

5.02. Recreation leave: The employees of the IBC shall be entitled, every year, to recreation leave during summer vacations in the Supreme Court as specified herein below:

- (i) Employees in BS-1 to BS-16: 7 days
- (ii) Employees in BS-17 and above 14 days

Provided that in case an employee does not avail the recreation leave it shall be deemed to have been availed:

Provided further that if the employee is stopped or restrained from availing the recreation leave by order of the competent authority he shall be paid salary in lieu thereof.

5.03. Leave for attending duty on off days: An employee of the IBC on being required, to perform duty on holidays shall be entitled to avail leave in lieu thereof and if such leave remain un-availed he shall be paid for such accumulated leave at the ends of calendar year.

5.04. Medical, Sick and/or Hospitalization Leave (Applicable to all regular employees)

- (a) **Leave with pay:**

Employee may be allowed Medical Leave subject to production of Medical Certificate from a registered Medical Practitioner for a period not exceeding 180 days.

Provided that in case the leave exceeds 7 days the employee shall have to provide Medical Certificate from Govt. Hospital.

Provided further that the Executive Committee or the IBC, may direct the employee to appear before Medical Board comprising of specialist-Doctors of a Govt. Hospital, for determination of illness and authenticity of Certificates produced by him.

(b) Leave without Pay:

The Executive Committee may allow for cogent reasons leave without pay, to an employee.

Provided that leave exceeding three months shall require prior approval of the IBC.

(c) Leave Preparatory to Retirement:-

An employee shall be entitled to 365 days Leave Preparatory to Retirement when he reaches 59 years of age or 30 years qualifying service.

Provided that in case the employee does not opt for LPR and continues to perform his duties, he may be granted encashment of leave for a period maximum to one year by the competent authority in lieu thereof.

(d) In Service Death:-

In case an employee dies during service, his nominated legal heirs shall be paid:

- (i) All dues / salaries / benefits to which the deceased was entitled.
- (ii) In case he has less than 10 years service the legal heirs shall be compensated by the IBC by making payment of emoluments as if such employee has completed 10 years service; and

- (iii) In addition to the above, any other benefits to which he may be entitled, the legal heirs may be paid any amount of compensation for funeral charges etc to be determined by the IBC.

Subject to control and supervision of Vice Chairman, Executive Committee the Secretary may grant casual leave and sick leave upto one week whereas, the matters pertaining to other kind of leave will be dealt with by the Chairman, Executive Committee.

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

- (ii) Maternity leave may not be granted for more than three times in the entire service of a female employee. For confinement beyond the third one, the female employee would have to take leave from her normal leave account. Any application for maternity leave for fourth or subsequent time will be treated as application for unpaid leave. If an employee resigns within three months of availing the maternity leave, in such a case the maternity leave granted shall be considered as unpaid leave and any payment made shall be recoverable.
- (iii) The spells of maternity leave availed of prior to the coming in to force of these rules shall be deemed to have been taken under these rules.
- (iv) Maternity leave may be granted in continuation of, or in combination with, any other kind of leave including extraordinary leave as may be due and admissible to a female employee.
- (v) Leave salary to be paid during maternity leave shall be regulated as for other leave in accordance with the formula contained in the Finance Division's Office Memorandum No.F.9(16) R.1/69, dated the 26th July, 1969, read with its Office Memorandum of even number dated the 28th November, 1969.
- (vi) The leave salary to be paid during maternity leave will, therefore, remain un-affected even if an increment accrues during such leave and the effect of such an increment will be given after the expiry of maternity leave.

(vii) Paid maternity leave shall be given only to confirmed employees who have served the IBC for at least three years.

(viii) Maternity leave can be granted to span both pre-natal and postnatal periods.

5.06. Compensatory Leave

It is to compensate for unusual and extraordinary efforts on the part of the employee for completion of special tasks/duties or field visits made during weekends or public holidays for minimum six hours. Prior approval from the secretary in writing is a must for such work. During a month, the compensatory leave should not exceed two full days.

(i) Compensatory leave can be availed only at the discretion of the chairman executive committee.

(ii) Compensatory leave cannot be claimed for time spent on weekends or holidays due to lack of competence or inefficiency of an employee or for attending training.

(iii) Compensatory Leave must be claimed and availed within one month of the date of performing additional task. It cannot be accumulated or encashed.

5.07. Leave **without Pay**

Extra-Ordinary Leave (without pay) can only be granted for exceptional circumstances. It can be availed only on prior approval of the Chairman, Executive Committee.

Maximum Extra Ordinary leave without pay that can be allowed is ten (10) working days at any onetime and will be allowed only once in five years, which will be granted by the Competent Authority on a case-to-case basis. This does not apply to education leave without pay, which will be granted by the Competent Authority on a case-to-case basis.

5.08. Procedure for applying for leave

An employee wishing to avail any form of leave shall complete Leave form (ANNEXURE-C). No employee shall proceed on leave unless he/she has received approval of his/her leave application. In case staff does not fill the leave form for more than one week after availing the leave, it will be counted as absent and due deductions will be made from

monthly salary. No employee shall proceed on leave unless he has received duly approved copy of his leave application.

In the event of emergency, leave may be availed after obtaining permission from the Secretary IBC on telephone. However, in all such cases, a written application on prescribed form must be made immediately upon resumption of duties.

5.09. Leave Encashment Public Holidays

The employee shall be entitled for of maximum 365-days leave encashment at the time of retirement, Leave balance more than 365- days will lapse automatically after payment of leave encashment. The calculation shall be made on basic pay drawing at the time of retirement. The employee shall also be entitled for public holidays as per the official list issued every year by the Government of Pakistan, No leave application form need to be completed for availing public holidays.

CHAPTER – 6

PAY AND ALLOWANCES

The Federal Government Basic Pay Scale shall be applicable to the regular employees of the IBC. The minimum salary amount would be fixed as per government rules and availability of budget. The pay scales would be revised as and when revisions are announced by the government and if budgets are available with the IBC. No salary of the employee would be reduced based on any kind of disability. Any specific disability related requirements may be addressed on a case to case basis depending on the availability of budget by the approval of the Executive Committee.

6.01. Components of Total Emoluments

Total emoluments of an employee would essentially be divided into two segments: the cash emoluments (also known as gross pay) and benefits

6.02. Gross Pay

Cash emoluments, which are payable each month in arrears, would have two components namely Basic Pay, Housing Allowance, Medical Allowance, Capital Allowance and Conveyance Allowance. The total of the above two components would be deemed to the gross pay of an employee. Conversely, 50% of the gross pay of an employee will be deemed to be his/her basic pay.

6.03. Basic Pay

This will be set within the Pay Scales and Job Grades in force for the time being. The IBC employees shall be entitled for drawing salary according to the Basic Pay Scales (BPS) along with all the Ad-hoc relieves announced by the Government from time to time.

- (i) The starting basic pay of an employee will be set by the appointing authority in light of the specific circumstances of the appointment.
- (ii) Any increment to be given to an employee must be calculated with reference to the pay scales currently in force.

6.04. Housing Allowance

A housing allowance equal to 40% of the minimum of the basic pay scale would be payable to all employees who are not provided with house hiring facility by the IBC.

6.05. Annual Increments:

All annual increments will be granted at the completion of calendar year, i.e. 1st December each year. Award of annual increment is subject to satisfactory performance and continuation of services by the employee for the following year. An annual increment is not a matter of right for the employee. No annual increment will be awarded to an employee before completion of six months of service.

6.06. Re-fixation of Pay Scales

The IBC has the right to revise the pay scales, allowances and benefits from time to time, for any one or all employees, provided that no revision would result in total salary of any employee being less than his total salary prior to the revision

6.07. Overtime

Pay scales and allowance reflect compensation for a job, not only for time. Hence, no overtime will be paid for any additional hours put in. However, at the discretion of the Competent Authority, compensatory leave may be granted for any work done on week-ends or public holidays.

6.08. Loans and advances

It is the policy of the IBC not to encourage employees to seek loans and advances from the IBC. However, in certain cases loans and advances may be given, at the sole discretion of the competent authority without any discrimination of gender, disability, province and religion etc keeping in view the budgetary position of the IBC.

6.09. Temporary Loans / Salary Advance

In exceptional cases loans may be made to employees for private purposes. The maximum amount loaned may not exceed 15 basic salaries. Such a loan must be recoverable in installments from monthly salary. Such an advance will be made only to confirmed regular employees of the IBC.

6.10. Traveling on IBC Business

Any Person employed with the IBC may be required to travel outstation for official work. However, no employee shall proceed on work outside his station of duty unless instructed by the Secretary of the IBC.

6.11. Reimbursement of Expenses

All official travels/conveyance, out station phone calls, typing and purchase of other services and items for official work will be reimbursed at actual. However, employees are authorized to undertake travel and accommodation arrangements according to the entitlement as per their Job Grades as specified below.

6.12. Travel Expenses

All employees shall be entitled to economy class airfares when travelling on office duties by air. The bookings and payments are to be made by the Secretary. In case of reimbursements, these shall be made as per actual only on submission of original receipts and submission of used tickets.

Employees will be entitled to first class train, or bus/wagon, fares when traveling on office duties. Reimbursements shall be made as per actual only on submission of original receipts and used tickets. However, Secretary has the authority to approve economy class airfare for long distance travel e.g., to Karachi, Quetta etc.

6.13. Accommodation and Meals

During official visits IBC staff shall be entitled to suitable room accommodation at negotiated room rates by IBC with selected hotels or guest houses. The bookings and payments are to be made by the secretary. In case of reimbursements, these shall be made as per actual only on submission of original receipts. No per diem will be paid to such staff for travel within Pakistan. Supporting staff, including drivers, will be paid a lump sum of Rs.1000/- per day if they travel to any major city outside their normal location of work.

50% of the total per diem paid to supporting Staff is deemed to be for meals and the rest for lodging. The lodging element will be paid only for trips involving overnight stay. The meals portion of per diem will be paid as follows:

- Breakfast 10% of the total per diem (if travel begins before 0700 Hrs.)
- Lunch 20% of the total per diem (if travel starts in the morning and ends by 1900 Hrs)
- Dinner 20% of the total per diem (if night stay is involved or travel ends by 2100Hrs.).

6.14. Allowances

- (i) An employee shall be paid, subject to revision from time to time –
Conveyance Allowance at the rate of –
(Rs. 1000/-) per month,
(Rs. 3000/-), per month, to an employee holding a motorcycle.
(Rs. 5000/-), per month, from BPS-17, and above.
(Rs.10000/-), per month, Secretary IBC holding a car.
- (ii) House Rent Allowance at the rate of 40% of the of corresponding time Basic Pay Scale.
- (iii) Medical Allowance at the rate of 10% of per month of his basic pay.
- (iv) Capital Allowance at the rate of 5% of the basic pay.

- (v) Two Bonuses (Equivalent Gross salary) may be given to all the employees in each calendar year on the eve of Eid-ul Fitr and Eid-ul Azha.
- (vi) All the employees of the IBC shall be the whole-time employees.
- (vii) Nothing in these Rules shall affect any special allowance, allowed to an employee by the IBC.

CHAPTER – 7

APPRAISAL

7.01. Performance Appraisal

The performance appraisal process should be continuous. It should include formal and informal appraisals, coaching and counseling. The process should be linked to annual objectives as outlined in the Performance Evaluation Reports.

A formal Performance Appraisal form has been developed which should be completed at least once a year.

Performance should be managed by setting annual and monthly objectives keeping mind limitations due to disability or any other barrier. Secretary should be responsible for setting their own objectives. They should then review and agree their objectives. The objectives should be quantifiable and timed. Each month, performance against objectives should be reviewed through a very simple reporting procedure. The headlines for this report is:

- Objectives for the period
- Achievements
- Failures
- Corrective Actions
- Targets for the next period

7.02. Staff Retention

Staff retention is meant to strengthen institutional base and continuity of work. The following measures will be adopted by respective line Secretary and when needed depending on

7.03. Formal Measures

1. Performance based promotions and or diversification of assigned responsibilities
2. Increase in salary
3. Bonus
4. Appreciation letters
5. Verbal appreciation from the IBC.

7.04. Staff Safety and Security Policy

The IBC would ensure friendly security measures for all employees such as fire extinguisher, security alarm, and evacuation measures. All current staff is national and familiar with the cultural and political context of the areas in which IBC is operating. Staff is expected to stay updated with the latest security information and advice via threat alerts and incident reports. IBC holds regular security briefings for staff.

7.05. Dress

Dress code for office is formal. No jeans, joggers and shorts are allowed in office but employees with disability may get specific approval for specific dress code if needed due to any kind of disability. During field visits, employees are expected to dress according to local norms and religion and demonstrate respect for local communities. All employees are expected to behave appropriately giving consideration to local customs and always carry list of contacts for emergency situations - police stations, hospitals, safe areas,

CHAPTER – 8

DISCIPLINE AND PUNISHMENT

8.01. When an employee, in the opinion of the Competent Authority,

- (a) is inefficient, or has ceased to be efficient; or
- (b) is guilty of misconduct; or
- (c) is corrupt or may reasonably be considered corrupt because:-

- (d) The appointing authority may impose on him one or more penalties.

Explanation – “Misconduct” includes conduct prejudicial to good or office discipline or unbecoming of an employee, and gentleman or any act prejudicial to the cause, and purpose of IBC, and legal profession.

8.02. Penalties:- (i) The authority may, by an order, in writing showing reasons, impose one or more of the penalties, in accordance with these rules.

- (ii) The following shall be various minor penalties, namely:-

- (a) Censure;
- (b) Withholding of increment or increments for a specific period, subject to a maximum of three years without cumulative effect;

Provided that the penalty of withholding of increment shall not be imposed upon an employee who has reached the maximum of his pay scale or will superannuate within the period of penalty;

- (c) Reduction to a lower stage or stages, in pay scale, for a specific period, subject to a maximum of three stages without cumulative effect; and
- (d) Withholding of promotion for a specific period, subject to a maximum of three years, otherwise than for unfitness for promotion in accordance with the rules or orders pertaining to the service or post;

Provided that this period shall be counted from the date when a person junior to the accused is considered for promotion on regular basis for the first time.

Provided further that penalty under this clause shall not be imposed upon an employee who has no further prospects of promotion or will superannuate during the period of the said penalty.

- (iii) The following shall be various major penalties, namely:-

(a) Recovery of embezzled money from the employee convicted of embezzlement, recovery as provided under financial rules, from pay or any other amount payable to the accused, the whole or a part of any pecuniary loss caused to the IBC in which he was employed or posted. If the amount due from any such employee cannot be wholly recovered from the pay or any other amount payable to him, such amount shall be recovered under the law for the time being in force;

(b) Reduction to a lower post and pay scale from the substantive or regular post, for a specific period, subject to a maximum of three years:

Provided that this penalty shall not be imposed upon the accused who is likely to be superannuated within the period of the penalty.

(c) Compulsory retirement;

(d) Removal from service; and

(e) Dismissal from service;

(iv) The penalty of removal from service shall not but dismissal from service, under these rules, shall disqualify the employee for future employment of any kind under the Government.

(v) Subject to any restraining orders, passed by any court of competent jurisdiction, any proceedings under these rules shall not be discontinued merely on the grounds of the matter being subjudice;

Provided that where the holding of departmental inquiry during judicial custody is not possible or side by side with the criminal proceedings may have the effect of impeding the course of justice or of prejudicing the trial, the inquiry may be deferred by the authority till release on bail or termination of criminal proceedings as the case may be.

(vi) **Explanation**-In this Rule, removal from service or dismissal from service does not include the discharge of a person appointed on probation during the period of probation or appointed under a contract to hold temporary appointment on the expiration of period of appointment or in accordance with the terms of his contract.

- (vii) When an employee is to be proceeded against under clause 8.02 (i) & (iii) of the Rules, the Appointing Authority is of the opinion that the allegations if established would call for any or more penalties provided in clause (i), and (iii) of Rule 8.02, the Appointing Authority shall make the allegations against an employee known to him in writing and call upon him to explain his conduct within seven days of the receipt thereof and consider the explanation of the employee, if any, submitted within the specified time and after giving him an opportunity of being heard in person, may award any one or more of the penalties specified in Rule 8.02.
- (viii) When an employee is to be proceeded against under clause (i) or (ii) of Rule 8.02 and the Appointing Authority is of the opinion that the allegations if established, would call for a penalty provided in clauses supra ibid, the following procedure shall be observed, namely-
 - (a) The Appointing Authority shall frame a charge and communicate it to the employee together with the statement of allegations and any other circumstances, which are proposed to be taken into consideration;
 - (b) The Appointing Authority shall require the employee to put in a written defense within ten days from the day the charge has been communicated to him, stating at the same time whether he desires to be heard in person, or not;
 - (c) If the written defense submitted by the employee is found to be unsatisfactory, the Appointing Authority shall appoint an Enquiry Officer to held an enquiry into the allegations;
 - (d) The Enquiry Officer, shall, after the enquiry in which the employee shall be entitled to be heard, submit his report within two months of the commencement of his enquiry to the Appointing Authority within seven days of the conclusion of the enquiry;
 - (e) The Appointing Authority shall consider the report, and if, upon such consideration, it is of the opinion that a penalty should be imposed upon the employee, it shall provisionally determine the penalty to be imposed, and shall so inform the employee, and supply him with a copy of the report and call upon him to show cause within seven days of the communication thereof why the penalty proposed should not be imposed.

- (f) The Appointing Authority shall take into consideration any cause shown by the employee, and pass a final order thereafter;

8.03. **Suspension and leave.**- (i) The authority may place any employee under suspension or send him on leave, against whom proceedings are proposed to be initiated for an initial period not exceeding one hundred and twenty days at one time extendable in writing, by the authority for such period as it may deem appropriate or till conclusion of the proceedings, if in the opinion of the authority, suspension or sending employee on leave is necessary or expedient. If the period of suspension is not extended before the expiry of initial period of suspension, the suspension of such civil servant shall cease to have effect:

Provided that an employee who has been charged for a criminal offence and is committed to prison shall be considered as under suspension from the date of his arrest without the formal approval of the Authority. In case such a civil servant is not arrested or is released on bail the Authority may suspend him by specific order.

- (ii) During suspension period the civil servant shall be entitled to his pay, allowance and other benefits in accordance with Fundamental Rule-53.
- (iii) if an employee is sent on leave in pursuance of an order under sub-rule (1) such period shall be treated as on duty.
- (iv) In case a civil servant is absent from official duty during the proceedings, such period shall be treated as extraordinary leave without pay.
- (v) An employee against whom action is proposed to be taken under Rule 8.02, may be placed under suspension, provided that it shall be subject to such orders in relation to attendance or non-attendance of the office as may be made by the Appointing Authority.
- (vi) In the event of the employee being exonerated of the charges, he shall be entitled to payment of the salary for the period of suspension in addition to such allowance to which he is entitled, accounting for any payments made during suspension.
- (vii) An employee, on whom a penalty is imposed, shall have the right of appeal to the IBC, where the Appointing Authority is other than the IBC.

8.04. Dismissal / Disciplinary Action

- (a) The IBC has a right to dismiss without right of benefits or notice, terminate, discharge or otherwise punish an Employee/ Probationer/Internee/ Consultant or Contract Employee found guilty of misconduct. The following acts and omissions shall be treated as misconduct.
- (b) Conduct prejudicial to good order or service discipline or unbecoming of an officer or a gentleman;
- (c) Incompetence, or inefficiency, or ceasing to be competent and/or efficient;
- (d) Corruption or reasonable suspicion of corruption; Receipt of illegal gratification;
- (e) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior;
- (f) Theft, fraud or dishonesty in connection with the IBC's business or property;
- (g) Willful damage to or loss of employer's property;
- (h) Habitual absence without leave or absence without approved leave for more than seven (7) days continuously;
- (i) Habitual late attendance;
- (j) Habitual breach of any law applicable to the establishment;
- (k) Riotous, disorderly or irresponsible behavior during working hours at the establishment, or any act subversive of discipline;
- (l) Habitual negligence or neglect of work;
- (m) Frequent repetition of any act or omission like orders, improper behavior such as drunkenness or misleading statement, careless or wasteful,
- (n) Going on strike or inciting others to go on strike;
- (o) Taking part in a "Go slow" form of strike.
- (p) Willful concealment of misconduct by an employee of another employee.

CHAPTER – 9

CONTRIBUTORY PROVIDENT FUND & GRATUITY

- 9.01. **Establishment of Fund.-** There shall be a Contributory Provident Fund, to be called the Islamabad IBC Employees Contributory Fund, hereinafter referred to as the 'Fund'.
- 9.02. Each employee shall compulsorily contribute to the Fund at the rate of 15 percent, per month, of his basic pay, and the IBC shall, also, made an equal contribution to the account of such employee. Provided that an employee shall not be entitled to receive the contribution from the IBC unless he has put in five years continuous service. Provided further that the employees who have completed five years' service at the time of the commencement of these rules, shall be entitled to payment of the contribution of the IBC under the Rule
- 9.03. An employee shall be entitled to payment of the amount due to him, on his leaving employment or on retirement, and in the event of the death of an employee, the amount shall be paid to such person/persons as may have been nominated by him to receive the amount. Provided that no employee, who is dismissed from service, shall be entitled to receive the contribution of the IBC.
- 9.04. At the recommendations of the appointing authority, and subject to the discretion of the IBC, and advance from the Contributory Provident Fund, shall be granted to an employee having put in –
1. less than five years of continuous service, up to the amount contributed by him to the C.P. Fund;
 2. more than five years continuous service, up to the amount to be determined by the appointing authority out of the total contribution, for the following purposes-
 - (a) to pay expenditure in-cured in connection with the illness of the employee or any person actually dependent on him;
 - (b) to pay expenditure in connection with marriage of the employee, or any person actually dependent on him;
 - (c) to pay expenditure on building or purchasing of house or site for a house;

- (d) to pay expenditure in connection with the performance of Hajj; and
 - (e) such emergency, which the IBC may deem fit.
- 9.05. Gratuity:** Gratuity is the recognition of the services rendered to the IBC over a long period by an employee.
- 9.06. Eligibility:** All categories of staff, fulfilling conditions mentioned hereunder shall be eligible for payment of Gratuity.
- 9.07. Conditions of Eligibility:**
 - (a) The employee must have put in at least 7- years of service with the IBC, including the period of probation, if any;
 - (b) He must have retired on reaching the age of retirement prescribed by the IBC, which at present is 60 years; and
 - (c) Gratuity on the same basis shall also be payable to an employee who resign after completion of 7-years of continuous service or on the eve of marriage of his daughter/son. In case the gratuity is availed under this Rule, the same shall be deducted from the amount of Gratuity admissible to the concerned employee at the end of his service. Provided that an employee, having put in 25 years continuous service, shall be entitled to the payment of 80% of the total amount of gratuity admissible to him. The said payment shall, however, be adjusted at the time of his resignation or retirement. Provided that if he dies, while in the service of the IBC, before qualifying the condition under clause (I), above, his nominee/ nominees shall be paid gratuity at the rate of (two months) 2(basic) salary for each completed year of service put in by him. 3(Provided further that the Appointing Authority, under special circumstances, may waive the 'condition of eligibility', and allow payment of 4(two) months' salary, each for the years of service put in by an employee).
- 9.08. Qualification:** The following categories of staff shall not be eligible for payment of any gratuity –
 - (i) those who resign from the service of IBC before completing the service of 7- years; and
 - (ii) those who are dismissed.
- 9.09. Computation of amount of Gratuity:** For calculating the Gratuity payable to an employee, only the monthly 6(basic) salary, last drawn by the employee on the date of his retirement, or, resignation or death (and

excluding all allowances, benefits, and perquisites), and shall be taken into consideration.

Computation of period of service: —: For the purpose of calculating the period of 7- years' service with the IBC, only continuous 7 years shall be taken into consideration.

9.10. Payment of Gratuity to the Employee/Nominee:

Subject to the eligibility, the gratuity shall be paid to the employee computed at the rate of two basic salaries (Last drawn) multiplied by the number of years of service put in by him; & If an employee eligible for payment of gratuity under these rules, dies in the service of the IBC, or after the acceptance of resignation or retirement, but before payment of the gratuity amount to him, such amount shall be paid to his nominee/ nominees. Any payment effected by the IBC in accordance with the provisions of this Rule, shall give complete discharge to it in respect thereof.

9.11 Set-off Islamabad Bar Council's Claim Against Gratuity:

In case of employees who are eligible for payment of gratuity according to the Rule, and who owe any money to the IBC, the Council shall be entitled, without being bound to do so, to set-off and appropriate the amount of gratuity against such dues owing to the Council or such position thereof as may be sufficient to meet or satisfy the same.

These **Rules**, with modifications, or amendments made from time to time, and incorporation herein by the IBC, on being circulated amongst the employees of the Council, shall be acceptable to, and binding on all the employees of the Council.

Sd/-
ZULFIQAR ALI ABBASI
*Vice Chairman/Chairman,
Rules Making Committee
Islamabad Bar Council.*

Sd/-
SYED QAMAR HUSSAIN SHAH SABZWARI
*Member,
Rules Making Committee
Islamabad Bar Council.*

Sd/-
ADIL AZIZ QAZI
*Member,
Rules Making Committee
Islamabad Bar Council.*

APPENDIX -A**[Clause (i) of Rule 2.06].****(Sanctioned Staff Strength Clause)
ISLAMABAD BAR COUNCIL**

Name of Post	Minimum Qualification & Method of Recruitment	Pay Scale Initial
1. Secretary	Must Be Law Graduate. i. By promotion from amongst the employees having more than 5 years' experience in the supervisory capacity. ii. By initial recruitment – Advocate of High Court Having 5 years standing. iii. Computer Literate iv. Proficient in English drafting and speaking	BPS-20
2. Assistant Secretary	Must be law Graduate / By promotion I. Computer Literate	BPS-18
3. Superintendent.	Graduate or equivalent	BPS-16
4. Accountant	Must be Bachelor degree in Accountancy i. By promotion amongst the staff having 5 years' experience in Accounts. Must be Computer literate in advance accounting software	NPS-16
5. (Private Secretary) Stenographer	Bachelor. By initial recruitment with Short Hand Writing speed of 120WPM.,& Typing speed of 40 WPM. Computer literate, proficient in English writing and speaking	BPS-16
6. I.T. Incharge	Bachelor Degree in IT By promotion amongst the staff having Diploma in Computer Applications.	BPS-16
7. Assistant.	Bachelor Degree. i. By promotion amongst the staff ii Computer Literate	BPS-14
8. Assistant Accountant	Bachelor in Accountancy i. By promotion amongst the staff having 5 years' experience in Accounts.	BPS-14

Name of Post	Minimum Qualification & Method of Recruitment	Pay Scale Initial
	ii. B.A. or B.Com. By initial recruitment having 5 years' experience in Accounts. ii. Computer literate	
9. Telephone Operator	Matric	BPS-8
10. Clerk.	1. UDC – Matric i) By promotion from amongst the staff. ii) By initial recruitment with typing speed of 40 WPM. 2. LDC – Matric i) By initial recruitment with typing speed of 40 WPM. ii) By promotion from amongst the staff with typing speed of 40 WPM.	BPS-6
11. NaibQasid (Peon)/Chowkidar/Driver/ Sweeper.	Matric	BPS-2

APPENDIX -B

[Clause (iv) of Rule 2.17].

Status of Present Employees and Re-employment in the IBC:

ISLAMABAD BAR COUNCIL

LIST OF CURRENT EMPLOYEES WITH THEIR DATES OF JOINING

Sr. No.	Name	Designation	Sanctioned Designation/NPS	Date of Joining
1	Mirza Muhammad Amin Tahir	Secretary	Secretary /NPS-20	30.04.2017
2	Muhammad Sohail	Accountant	Accountant / NPS-16	09.10.2015
3	Mujahid Hussain	Superintendent	Superintendent/ NPS-16	23.07.2015
4	Imad Ahmad Abbasi	IT Incharge /Computer Operator/ In charge IT	I.T Incharge/NPS-16	05.09.2016
5	Haseeb Ahsan	Naib Qasid/ Peon	Naib Qasid/ Peon/NPS-2	01.07.2015
6	Dil Khuram	Naib Qasid/ Peon	Naib Qasid/ Peon/NPS-2	23.07.2015
7	Muhammad Irfan	Driver	Driver/NPS-2	11.11.2017

APPENDIX –C

[Rule 5.08]

Procedure for applying for leave

ISLAMABAD BAR COUNCIL

Date:

Name:

Father Name:

Designation:

Leave Balance: A) _____ Earned Leaves B) _____ Casual
Leaves

Leave applied: Earned Leave/Casual Leave.

From _____ to _____. Total _____ (Both days
inclusive)

Applicant Signature

Recommendation

Sanctioned / Not Sanctioned.

Competent Authority

Signatures of the

Dated: _____

APPENDIX –D**[Rule 6.03].****Basic Pay****ISLAMABAD BAR COUNCIL**

O.M.No.F.1(3)Imp/2017-500 dated 03-07-2017

BASIC PAY SCALES OF THE CIVIL SERVANTS

BPS	Basic Pay scales-2016			Stages	Basic Pay scales-2017		
	MIN	INCR	MAX		MIN	INCR	MAX
1	7,640	240	14,840	30	9,130	290	17,830
2	7,790	275	16,040	30	9,310	330	19,210
3	8,040	325	17,790	30	9,610	390	21,310
4	8,280	370	19,380	30	9,900	440	23,100
5	8,590	420	21,190	30	10,260	500	25,260
6	8,900	470	23,000	30	10,620	560	27,420
7	9,220	510	24,520	30	10,990	610	29,290
8	9,540	560	26,340	30	11,380	670	31,480
9	9,860	610	28,160	30	11,770	730	33,670
10	10,180	670	30,280	30	12,160	800	36,160
11	10,510	740	32,710	30	12,570	880	38,970
12	11,140	800	35,140	30	13,320	960	42,120
13	11,930	880	38,330	30	14,260	1,050	45,760
14	12,720	980	42,120	30	15,180	1,170	50,280
15	13,510	1,120	47,110	30	16,120	1,330	56,020
16	15,880	1,280	54,280	30	18,910	1,520	64,510
17	25,440	1,930	64,040	20	30,370	2,300	76,370
18	31,890	2,400	79,890	20	38,350	2,870	95,750
19	49,370	2,560	100,570	20	59,210	3,050	120,210
20	57,410	3,750	109,910	14	69,090	4,510	132,230
21	63,780	4,150	121,880	14	76,720	5,000	146,720
22	68,540	4,870	136,720	14	82,380	5,870	164,560

APPENDIX -E

[Rule 9.04].

Contributory Provident Fund:

ISLAMABAD BAR COUNCIL

**APPLICATION FOR ENROLMENTS AS MEMBER OF THE
ISLAMABAD BAR COUNCIL EMPLOYEES CONTRIBUTORY
PROVIDENT FUND**

I.....son of
request that I may be permitted to become a Member of the Islamabad Bar Council Employees Contributory Provident Fund. I hereby declare that I have read and understood the Rules of the said Fund and agree and undertake to be bound in all respects by then or others as may for the time being be in force.

I hereby authorize and request the Islamabad Bar Council to deduct from my salary / wages or other dues such as subscription as I may from time to time be liable to pay under and in accordance with the Rules, which I have seen and studied, and to pay the same to the Trustees of the said Fund.

Full Name.....

Private Address.....

Date of Birth.

Nature of employment

Department / Section

Date of entry into service of the Corporation

Present salary / wages

Dated this day.....of2022.....

Witness to the signature
of the applicant

.....
Signature of applicant

Forwarded to the Trustees.

Applicant joined service on..... And is liable to become a member.

.....
Islamabad Bar Council

Admitted to the benefits of the Fund on

No.....

Secretary of Fund

Dated.....

APPENDIX -F

[Clause (C) of Rule 9.07].

Form of Nomination when subscriber has a Family

Name.....

Fund No.....

Designation.....Location.....

Name(s) of Nominee.....

Date of Joining.....

Account Closed (Dated).....

Paid to Member.....

					Loan and Advances				
F. Year 2022-2023	Salary (Basic)	Employee's Subscription	Employee's Contribution	Total	Insurance Premium	Others	Balance	Net Balance	Remarks

Last

Balance

July

Aug.

Sept.

Oct.

Nov.

Dec.

Jan.

Feb.

Mar.

Apr.

May

June

Interest

TOTAL

APPENDIX -G**FORM OF NOMINATION****[Clause (C) of Rule 9.10].**

(When the Member has a Family-Form "A")

I.....hereby
nominate the person(s) mentioned below, who is / are member(s) of my family as defined in the Islamabad Bar Council Employees Service Rules, 2022, Contributory Provident Fund & Gratuity, to receive in the event of my death, the amount that may stand to my credit in the Fund, in the manner shown against his/ their names.

I, hereby appoint the person(s) named in Column 5 to receive payment on behalf of nominee(s) who is / are minor(s) or may be suffering from a legal disability.

Name and Address of the Nominee(s)	Relationship with the Member	Whether major or minor or suffering from other legal disability. If minor state his/her age	Amount or share of accumulation to be paid to each	Name and address of the person to whom payment is to be made on behalf of the minor or the person suffering from other legal disability	Sex and percentage of person mentioned in Col.5
1	2	3	4	5	6

Dated this.....day of202
.....at

Two witnesses to signature of the Member who must sign in the presence of each other and in that of the Member all being present at the time.

1. Signature.....
2. Signature

1. Address
2. Address

Designation

Designation

Registered

Secretary of the Fund

Note:- This column should be filled in so as to cover the whole amount that may stand to the credit of the member in the Fund at any time.

APPENDIX-H

FORM OF NOMINATION

[Clause (C) of Rule 9.03].

(When the Member has a no family-Form “B”)

I.....hereby
nominate the person(s) mentioned below, to receive in the event of my death the
amount that may stand to my credit in the Islamabad Bar Council Employees
Service Rules, 2022, Contributory Provident Fund & Gratuity, in the manner
shown against his / their name(s).

I, hereby appoint the person(s) named in Column 4 to receive payment on
behalf of nominee(s) who is / are minor(s) or may be suffering from a legal
disability.

1	2	3	4	5
Name and Address of the Nominee(s)	Whether major or minor or suffering from other legal disability. If minor state his/her age	Amount or share of accumulation to be paid to each	Name and address of the person to whom payment is to be made on behalf of the minor or the person suffering from other legal disability	Sex and percentage of person mentioned in Col. 4

Dated thisday of2022at
.....

1. Signature.....

2. Signature

1. Address

2. Address

Designation

Designation

Note:- This column should be filled in so as to cover the whole amount that may stand to the credit of the member in the Fund at any time.

Sd/-
ZULFIQAR ALI ABBASI
Vice Chairman/Chairman,
Rules Making Committee
Islamabad Bar Council.

Sd/-
SYED QAMAR HUSSAIN SHAH SABZWARI
Member,
Rules Making Committee
Islamabad Bar Council.

Sd/-
ADIL AZIZ QAZI
Member,
Rules Making Committee
Islamabad Bar Council.

[No. 34/ Sec/ibc/2022.]