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PART II

Statutory Notifications (S. R. O.)

GOVERNMENT OF PAKISTAN

INFORMATION TECHNOLOGY AND TELECOMMUNICATION DIVISION
(Pakistan Telecommunication Employees Trust)

NOTIFICATION

Islamabad, the 22nd May, 2012

S. R. O. 525(1)/2012.— In exercise of the powers conferred by sub-section(9) of section 44 of the Pakistan Telecommunication (Re-organization) Act, 1996 (XVII of 1996), the Board of Trustees with the approval of the Federal Government, is pleased to make the following rules, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Pakistan Telecommunication Employees Trust Fund (Pension) Rules, **2012**.

(2) They shall come into force at once.

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

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(a) **"Act"** means the Pakistan Telecommunication (Re-organization) Act, **1996 (XVII of 1996)**;

(b) **"Annexure"** means as annexure to these rules;

(c) **"Board of Trustees"** means the Board of Trustees of the Pakistan Telecommunication Employees Trust;

(d) **"child"** means a legitimate child and includes an adopted child, provided the Company recognises and accepts him under the personal law as a natural child;

(e) **"pensionable pay"** for the purpose of pension calculation, means the salary of a beneficiary at the time of retirement and only includes—

(i) basic pay;

(ii) personal pay;

(iii) technical pay;

(iv) special pay;

(v) senior post allowance;

(vi) indexation of pay;

(vii) officiating pay, qualification pay, substantive pay, good conduct pay or incentive pay;

(viii) increment accrued during leave preparatory to retirement; and

(ix) any other pay received by a beneficiary, which may be included in eligible salary, by the Board;

(f) **"employer"** means the Company;

(g) **"Fund"** means the Pakistan Telecommunication Employees Trust Pension Fund, governed by these rules and managed by the Board of Trustees and includes Trust money or property;

(h) **"gratuity"** means the lump sum payment made under these rules in lieu of pension;

(i) **"manager"** means the manager of the Trust appointed under clause (b) of sub-section 5 of section 44 of the Act but no manager shall be a beneficiary;

(j) **"member"** means a beneficiary having a beneficial interest in the Fund, but does not include an employee.- —

(i) who was entitled to opt for the pensionary scheme as allowed by Pakistan Telecommunication Corporation from time to time, but failed to opt as such;

(ii) who held or holds a non-pensionable post in the Corporation or the Company;

(iii) who is or was employed on contract or temporary basis; or

(iv) of the Company employed after the 1st January, 1996;

(k) **"misconduct"** means misconduct as defined in the Company service regulations and any other law for the time being applicable to the Company and its employees including a beneficiary;

(l) **"pension"** means the sum payable by way of pension under these rules;

(m) **"pensionable service"** means the period of service of a beneficiary with the Corporation and the Company as a regular employee against a permanent or pensionable post;

(n) **"pensioner"** means a retired employee of the Pakistan Telecommunication's Telephone and Telegraph Department, Corporation or a Telecommunication employee, who is, for the time being, in receipt of pension and fulfils the requirements of the beneficiaries;

(o) **"representative"** means the legal personal representative of a pensioner;

(p) **"spouse"** means the lawfully wedded spouse of a beneficiary recognised by the Company, but does not include a divorced or judicially separated spouse. The decision of the Board of Trustees, as to whether a spouse was judicially separated from the beneficiary, shall be final;

(q) **"Telecommunication employee"** means employee of the Corporation who is transferred to the employment of the Company under the Act; and

(r) **"trustees"** means the trustees appointed under sub-section **(3)** of section **44** of the Act, but no beneficiary can be a trustee.

(2) The terms used but not defined herein shall have the same meanings as are assigned to them under the Act.

3. **Information and documentary evidence.**—(1) Every beneficiary or other person claiming or entitled to benefits under these rules, shall furnish to the Company, such information and documentary evidence as required by the Company.

(2) In particular and without prejudice to the powers and discretions conferred by these rules on the Company, each beneficiary shall (in the form set out in the Annex-iv) file a statement of his spouse and children.

(3) A beneficiary employed with the Company in BPS 1 to 17, if entitled to pension, shall provide relevant documents of eligibility, duly signed by the concerned General Manager of the Company, to the Trust, while those in BPS 18 and above, shall provide similar documentation to the Trust after processing from the concerned Department of the headquarters of the Company.

4. **Retirement.**—(1) A beneficiary shall stand retired from service of the Company on completion of sixtieth year of his age, provided that nothing in this rule shall be deemed to restrict or modify the Company's right to terminate a beneficiary's service earlier or to retire the beneficiary earlier than the sixtieth year of age.

(2) A beneficiary shall be deemed to have retired from service of the Company, when he is rendered unfit for service on any of the medical grounds as set out in Annex-III or dies while in service or his services are terminated on any ground, except as a result of disciplinary action on account of misconduct, fraud, defalcation or corruption.

(3) A beneficiary against whom disciplinary proceedings are pending or are in progress, shall not be allowed to proceed on retirement, until those proceedings are completed.

(4) If a beneficiary attains the age of retirement or dies during the course of such proceedings, he shall be deemed to have retired from service.

(5) A beneficiary who resigns from service or whose services are terminated as a result of disciplinary proceedings in connection with mis-conduct, fraud, defalcation or corruption, shall not be entitled to pension or gratuity. If, such beneficiary is re-instated by the Company, his entitlement to pension or gratuity, shall stand restored.

5. **Pre-mature retirement.**—(1) Notwithstanding anything contained in these rules or terms and conditions of service, all beneficiaries shall have the right to opt for retirement after completing twenty-five years of qualifying service. A beneficiary who opts to retire after completing twenty-five years of service, but before attaining the age of superannuation shall, at least three months before the date on which he intends to retire, submit a written intimation to the Company, indicating the date on which he intends to retire:

Provided that such intimation shall not be submitted before completing twenty-five years of service:

Provided further that the right to seek pre-mature retirement shall not be available to a beneficiary, against whom a departmental enquiry or criminal case is pending.

(2) After submission of intimation for exercising such option if, a beneficiary intends to withdraw his application for pre-mature retirement or to modify the date of retirement, before its acceptance by the Company, he may do so by submitting a written request. On receipt of the application, the Company allow the withdrawal of the same or modify it, as decided by the competent authority of the Company.

(3) Application for leave preparatory to retirement shall be made by a beneficiary, after exercising the right to seek retirement as provided in sub-rule (1).

(4) The authority, to accept the request for pre-mature retirement after completion of twenty-five years of service shall rest with the President of the Company or such other official, nominated in this behalf by the President of the Company.

6. **Family pension.**—(1) In case of the death of a beneficiary while in service, gratuity in lieu of one-fourth of the gross pension shall be allowed at the rates shown in Annex-II. In addition, family pension shall be admissible at fifty percent of gross pension to the widow for life or until her re-marriage whichever is earlier. In case of death of the widow, family pension shall be admissible to the sons, if any, until they attain the age of twenty one years and to un-married daughters, if any, until they are married.

(2) In the case of death after retirement, family pension at fifty percent of the net or gross pension, as the case may be, shall be admissible to the legal heirs under sub-rule (1).

7. **Rate and scale of pension.**—(1) The rate and scale of pension shall be as specified in the Annexure-I.

(2) The gross pension shall be calculated at the rate of seventy percent of the last pensionable pay drawn by a beneficiary on completion of thirty years qualifying service. Sixty five percent of gross pension shall be payable as net pension. Where qualifying service is less than thirty years but not less than ten years, the pension shall be calculated at the percentage applicable, according to the length of service. The pensioners shall be allowed to draw full gross pension. The compensation pension, superannuation pension, invalid pension and retiring pension shall be calculated as set out in Annex-1.

(3) All spells of continuous service of one year or more rendered by a beneficiary shall count and qualify for pension or gratuity as the case may be. In calculating the total length of service for the purpose of the admissibility of pension or gratuity, the period of interruption of service and leave without pay shall be excluded. The total service calculated shall be rounded off to the nearest full year. A period of less than six months shall be ignored for this purpose and six months or more, counted as a full year.

(4) Any increase in pension of the pensioners may be allowed from time to time, as determined exclusively by the Board of Trustees in its sole discretion.

(5) A beneficiary shall not be entitled to receive pension if is in the employment of the Company.

8. **Commutation after ten years service.**—The commutation up to thirty-five percent of the gross pension shall be admissible, as shown in the Annex II. The commutation shall not be subject to medical certification, if it is asked for within one year of retirement. The payment in such cases shall become absolute on the date of application by the pensioner. The Concession of commutation, without medical certification, is not admissible to those beneficiaries who retire on invalid pension.

9. **Time of payment of pension.**—(1) Any pension paid under rule 4, shall be payable commencing on the first day of the month next following the

date on which the beneficiary entitled thereto retires from the Company service and ceasing with the last payment due, prior to the death of such beneficiary.

(2) Any family pension paid under Rule 6, shall be paid on the first day of the month following the death of the beneficiary, to the spouse or other dependants entitled thereto under these rules and shall cease upon the death or re-marriage of the spouse or attainment of maturity or marriage of the child or children, as the case may be.

10. **Pensionary benefits not transferable.**—(1) Benefits whether vested or prospective and all other benefits conferred by these rules, shall not be assignable or chargeable.

(2) Where a beneficiary becomes insolvent or at any time assigns or charges or purports to assign or charge any sum receivable by him from the Trust or shall do or suffer anything whereby such sum would, but for this rule, become, vested in or payable to any other person, then such beneficiary's interest in such sum shall cease to be payable.

(3) In a special case of mental or physical ill-health or incapacity or in case of death after cessation of service of a beneficiary, the Board of Trustees may, if it thinks such a course to be advisable in the interest of any beneficiary or his widow, children or dependents,—

(i) instead of paying the benefits conferred by these rules to him, pay or apply the same or any part thereof to or for the benefit of such beneficiary; and

(ii) or the wife, children or other dependents of such beneficiary as the Board of Trustees shall think proper.

(4) In case, it is not possible to make payment to a person legally authorised to receive the same on behalf of a minor or incapacitated person, the Board of Trustees may in its discretion, make payment to some other person, upon receiving such indemnity as the Board of Trustees may deem fit.

11. **Repeal.**—The rules of Pakistan Telecommunication Corporation Employees Pension Fund, 1994 forming part of the Trust Deed are hereby repealed.

HAMID ULLAH,
Section Officer.

ANNEX – I

[*see* rule 7 (1)]

PENSION TABLE

Completed years of Qualifying service	Scale of pension expressed as Fraction of average emolument
1.	2.
10	70/300
11	77/300
12	84/300
13	91/300
14	98/300
15	105/300
16	112/300
17	119/300
18	126/300
19	133/300
20	140/300
21	147/300
22	154/300
23	161/300
24	168/300
25	175/300
26	182/300
27	189/300
28	196/300
29	203/300
30 and above	210/300

ANNEX – II

[*see* rule 6 (1) and 8]

COMMUTATION TABLE

Age next Birthday	Factor	Age next Birthday	Factor	Age next Birthday	Factor
20	40.5043	41	24.6406	62	11.3684
21	39.7341	42	23.9126	63	10.8872
22	38.9653	43	23.1840	64	10.4191
23	38.1974	44	22.4713	65	9.9639
24	37.4307	45	21.7592	66	9.5214
25	36.6651	46	21.0538	67	9.0914
26	35.9006	47	20.3555	68	8.6742
27	35.1372	48	19.6653	69	8.2697
28	34.3750	49	18.9841	70	7.8778
29	33.6143	50	18.3129	71	7.4983
30	32.8071	51	17.6526	72	7.1314
31	32.0974	52	17.0050	73	6.7766
32	31.3412	53	16.3710	74	6.4342
33	30.5869	54	15.7517	75	6.1039
34	29.8343	55	15.1478	76	5.7858
35	29.0841	56	14.5602	77	5.4797
36	28.3362	57	13.9888	78	5.1854
37	27.5908	58	13.4340	79	4.9030
38	26.8482	59	12.8953	80	4.6321
39	26.1009	60	12.3719		
40	25.3728	61	11.8632		

Note 1: Age is the age of a beneficiary on his next birthday. A beneficiary retiring after the age of **60** years shall, however, be allowed commuted value of pension as applicable at the age of **60** years, instead of at the age of **61** years, if he applies for commutation while in service.

2: Factor is the number of years' purchase.

ANNEX – III
[*see* rule 4 (2)]

PART – I

CLASSIFICATION OF DISABILITY

Class 'A'

1. Loss of a hand and a foot or loss of use of two or more limbs.
2. Total loss of eye-sight.
3. Total loss of speech.
4. Total deafness of both ears.
5. Paraplegia or hemiplegia.
6. Lunacy.
7. Very severe facial disfigurement.
8. Advanced cases of incurable disease/s.
9. Wounds, injuries of diseases resulting in a disability due to which a person becomes incapacitated.
10. Emasculation.

Note:— Wounds, injuries or disease of limb, resulting in damage to nerves, joints or muscles, making the whole of limb useless would mean loss of that limb.

Cases in which a partial function is retained will not be included in this class.

However, if the partial retention of function does not help in walking, in case of leg or does not help in holding an object, even with partial efficiency, it should be considered as total loss of function.
Those cases will also be included in this class, where the earning capacity of the officer / executive has been totally impaired due to the disability.

Class 'B'

1. Loss of thumb or at least three fingers of hand.
2. Partial loss of one or both feet at or beyond tarsometatarsal joint.

3. Loss of vision of one eye.

4. Loss of all toes of one or both feet.

Class 'C' 1. Limited restriction of movement of joint due to injuries.

2. Disease of a limb, restricting performance of duties.

General Note: When the wound, injury or illness causing the disability, is not entered in the above Schedule, the disability shall be assessed by a Medical Board at the classification, most closely corresponding to those given above.

PART – II

PRINCIPLES AND PROCEDURE FOR DETERMINING ATTRIBUTABILITY TO SERVICE OF DISABILITY

CASUALTIES DUE TO WOUND OR INJURY

1. It should be established in such cases, that the cause of the casualty was the result of duty in service.

2. Where the injury resulted from the risk inherent in service, attributability will be conceded.

3. An individual is on duty for 24 hours of the day expect when on leave other than casual leave.

4. An individual will be deemed to be in the performance of duty when:

   i. He is physically present in his headquarters;

   ii. He is travelling or on leave at Company's expense;

   iii. When travelling to or from duty (e.g. from residence to place of duty and back but not whilst he is in his residence:

   iv. Whilst travelling on duty, *i.e.* where it is established that but for the duty, he would not have been travelling at all.

5. Disability resulting from purely personal acts, such as shaving or similar private pursuits, would not be treated as attributable to service.

6. Disability resulting from violence, provoked by performance of duty will be viewed as attributable to service, unless the circumstances of the case warrant a different conclusion.

7. If circumstances are such that service played no part in the causation of disability, attributability will not be conceded.

Illustration: If a person driving a motor cycle etc. on duty collides with a truck, the injury received may be attributed to service but if he is out for a walk and sustains injury from a passing truck, his case will not qualify for the concession.

CASUALTIES DUE TO DISEASE

(a) The cause of disability resulting from a disease, will be regarded as attributable to service, only when it is directly due to risks, which may be regarded as peculiar to the circumstances of duty in service.

In determining attributability in such cases, due regard would be paid to the question whether service in a particular region, or of a particular type, involved exposure to exceptional risk of contraction of or infection by a disease/s, as well as to the actual circumstances of the case.

(b) Attributability will not be conceded if, though contracted during the period of actual performance of duty, the disease is, in the opinion of the medical authorities concerned, due to risks, which cannot be regarded as peculiar to such duty in service.

(c) Where a disease or its aggravation, resulted from the risk of duty, attributability / aggravation will be conceded.

(d) All cases of tuberculosis and bronchial asthma will be accepted as attributable to or aggravated by service, where the medical opinion is in favour of acceptance.

(e) Attributability/Aggravation in all cases of cardiac disease will be determined, in accordance with the guide lines given below.

(f) Where medical or other supporting documents are incomplete cases will be dealt with on merits, with due regard to medical opinion and other evidence.

GUIDE LINES FOR DETERMINING ATTRIBUTABILITY/ AGGRAVATION IN CASE OF CARDIAC DISEASES

1. There are many pre-disposing factors which may precipitate an attack of coronary occlusion.

   No single factor can be pin-pointed as being responsible for such an attack. It is, therefore, not easy to lay down any hard and fast rule for presuming attributability / aggravation in such cases. For the guidance of medical and administrative authorities, some of the factors which may precipitate the attack of heart disease, are stated below.

   i. Physical Exertion: Coronary occlusion is known to have precipitated during or immediately following physical exertion. Physical exertion may not necessarily be of an unusual character *i.e.* lifting of a heavy bundle, pushing a stalled vehicle or an up-hill climb, have in many instances been followed by an attack of coronary occlusion.

      The effects of exertion are worse, if the individual is unduly fatigued, has lack of sleep or is under emotional stress.

      Attributability will be conceded, if a person undergoing stress and strain, pressure and counter pressure by virtue of the nature of his duties, develops psychiatric problem.

   ii. Emotional Strain: The occurrence of coronary diseases in persons who had been under an unusually severe and protracted emotional strain, points to a probable relationship between the two. Separation from families, uncongenial atmosphere. frequent moves, all add to mental strain and psychological trauma.

2. The question of attributability / aggravation of heart disease on occurrence in otherwise a normal individual, who is subjected to the above mentioned factors would have to be considered and decided in the light of known medical history and merits of each case.

3. While dealing with such cases, due precaution shall be exercised by all concerned. to carefully bring out details of the merits of the case, so as to award of attributability / aggravation.

Annex-IV
[*see* rule 3 (2)]

LIST OF FAMILY MEMBERS
OF
MR. _____

Sr. No	Name	Relation	Age	Marital Status	Profession

Mst.....

Address.....

[No. 7-3/2011-Coord.]

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