



GOVERNMENT OF PUNJAB

DEPARTMENT OF HEALTH & FAMILY WELFARE NATIONAL RURAL HEALTH MISSION



5TH FLOOR, PRAYAAS BUILDING, DAKSHIN MARG, SECTOR 38-B, CHANDIGARH-160036
☎ No. 0172-4012011-13, 4012030 (Telefax)

ਐਨ.ਆਰ.ਐਚ.ਐਮ./ਪੀ.ਬੀ/2011/ਐਮ.ਐਚ.ਆਰ/ 025519-38 ਮਿਤੀ 09/01/2012

ਵੱਲ

ਸਮੂਹ ਸਿਵਲ ਸਰਜਨ
ਪੰਜਾਬ।

ਵਿਸ਼ਾ- ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਅਧੀਨ ਠੇਕੇ ਦੇ ਆਧਾਰ ਤੇ ਕੰਮ ਸਬੰਧੀ ਸਰਤਾ ਅਤੇ ਨਿਯਮ ।

ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਪੰਜਾਬ ਵਿਚ ਕੰਮ ਕਰਦੇ ਸਮੂਹ ਕਰਮਚਾਰੀਆਂ ਉਪਰ ਨਾਲ ਨੱਥੀ ਠੇਕੇ ਦੇ ਆਧਾਰ ਤੇ ਕੰਮ ਕਰਨ ਸਬੰਧੀ ਸਰਤਾ ਅਤੇ ਨਿਯਮ ਲਾਗੂ ਹੋਣਗੇ। ਇਹ ਸਰਤਾ ਅਤੇ ਨਿਯਮ 1 ਦਸੰਬਰ 2011 ਤੋਂ ਲਾਗੂ ਹੋਣਗੇ।

ਸਟੇਟ ਪ੍ਰੋਗਰਾਮ ਮੈਨੇਜਰ
ਡਾ. ਐਮ.ਡੀ., ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਪੰਜਾਬ।

ਪਿਠ ਅੰਕਣ ਨੰ: ਐਨ.ਆਰ.ਐਚ.ਐਮ./ਪੀ.ਬੀ/2011/ਐਮ.ਐਚ.ਆਰ/ 025539-64

ਮਿਤੀ 09/01/2012

1. ਪੀ.ਏ.-ਪ੍ਰਮੁੱਖ ਸਕੱਤਰ ਸਿਹਤ ਪੰਜਾਬ।
2. ਪੀ.ਏ.- ਐਮ.ਡੀ. ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਪੰਜਾਬ।
3. ਪੀ.ਏ.- ਡਾਇਰੈਕਟਰ ਸਿਹਤ ਸੇਵਾਵਾਂ, ਪੰਜਾਬ।
4. ਪੀ.ਏ.- ਡਾਇਰੈਕਟਰ ਸਿਹਤ ਸੇਵਾਵਾਂ(ਪਰਿਵਾਰ ਭਲਾਈ), ਪੰਜਾਬ।
5. ਪੀ.ਏ.- ਪ੍ਰਿੰਸੀਪਲ, ਸਿਹਤ ਅਤੇ ਪਰਿਵਾਰ ਭਲਾਈ ਸੰਸਥਾ, ਪੰਜਾਬ।
6. ਸਮੂਹ ਜ਼ਿਲਾ ਪ੍ਰੋਗਰਾਮ ਅਫਸਰ ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਪੰਜਾਬ।
7. ਪੁਨੀਤ ਸੇਠੀ, ਐਸ.ਏ. ਐਨ.ਆਰ.ਐਚ.ਐਮ. (ਠੇਕੇ ਦੇ ਆਧਾਰ ਤੇ ਕੰਮ ਸਬੰਧੀ ਸਰਤਾ ਅਤੇ ਨਿਯਮ ਦਫਤਰੀ ਵੈਬ-ਸਾਈਟ ਤੇ ਪਾਉਣ ਸਬੰਧੀ)

ਸਟੇਟ ਪ੍ਰੋਗਰਾਮ ਮੈਨੇਜਰ
ਡਾ. ਐਮ.ਡੀ., ਐਨ.ਆਰ.ਐਚ.ਐਮ. ਪੰਜਾਬ।

o/c

Model Terms & Condition of Contract Employment

- 1.0 It is pertinent to note that the Civil Service Rules determine the terms and conditions of employment for regular staff. In case of State Health Society (SHS) Punjab which is a registered body under Societies Act 1860, Civil Services Rules Punjab are not applicable as such; therefore SHS being the governing body/society may determine the terms and conditions of employment of staff on contract basis..
- 2.0 **Provision for Contributory Provident Fund Scheme:** There will be provision of CPF scheme for employees considering it a statutory requirement.
- 3.0 **Renewal of Contract:** Increase in contractual amount @ 6 % on completion of one year will be given to employees whenever contract is renewed.
- 4.0 **Entitlement for TA/DA and other allowances:** Reimbursement for TA/DA and other allowances to the contractual staff at par with the comparable regular staff working under Health Department at the rates applicable at bottom of the respective scale will be made.
- 5.0 **Maternity Leave/ Abortion Leave:** Maternity Leave would be available as per provision of Maternity Benefit Act 1961 and Abortion Leave would also be admissible as per the Medical Termination of Pregnancy Act 1971 to all female employees working in NRHM with the stipulation that they should have put in at least one year service in NRHM on the date this leave is applied for.
- 6.0 **Medical Leave/Sick Leave:** Employees who have completed at least 6 months of contractual service, shall be entitled to 15 days Medical Leave with pay subject to the condition that the employee in question is hospitalized and is bedridden due to some serious illness, accident etc. The application for such leave should be supported by a certificate from Medical Officer of the Medical facility where the patient/employee has been hospitalized. In special circumstances, depending on the severity of the illness, this leave may be extended up to 15 days (without pay) at Mission Director level on the recommendation of Civil Surgeon.

7.0 Casual Leave: Maximum number of casual leaves permissible during a calendar year will be 12 days for male employees and 15 days for female employees. Casual leave will be sanctioned maximum up to 3 days at one time provided that total absence in combination with off days/holidays is less than 7 days at a stretch. It can be combined with public holidays & weekly offs but it cannot be combined with any other kind of leave. Half days casual leave shall be admissible to employees.

8.0 Extra Ordinary leave: Extraordinary leave without pay will be granted to employees in special circumstances with the approval of Mission Director NRHM.

- a. When no other leave is admissible.
- b. Can only be granted for a maximum period of 30 days in case of urgent domestic work/marriage/going abroad etc.
- c. It will be availed without wages by the employees.
- d. Period of absence without leave will commute retrospectively in to extraordinary leave i.e. The authority empowered to grant leave may commute period of absence in to Extraordinary leave.

9.0 Restricted Holidays: Employees will be entitled to 2 Restricted Holidays in a calendar year as per Punjab Government Rules. These will be fixed by the State Head Quarters.

10.0 There will be no provision for any other kind of leave including Earned leave, Study leave, Special Disability leave, Paternity leave, Ex-India leave or any other leave.

1. Leave cannot be claimed as a matter of right & the leave sanctioning authority may refuse or revoke leave of any kind.
2. Prior permission for availing any kind of leave needs to be taken from the concerned authorities except in special circumstances (in case of any emergency). Post facto approval for such leave is mandatory to be taken from the appropriate authorities.
3. Absence from duty after expiry of leave will entail disciplinary action.
4. Absence without leave will entail disciplinary action & may result in termination of services.
5. Saturdays, Sundays, Restricted Holidays, whether prefixed or/and suffixed, shall not be counted as casual leave.

11.0 Provision for Transfer of contractual employees under NRHM:

Amendment:

“Transfer of employees anywhere within the State or to & fro State Head Quarters can be made on administrative grounds in the interest of the Department by Mission Director”.

12.0 Terms of Contract of employees under NRHM:

- a) The appointment will be purely on contract basis on a consolidated remuneration.
- b) The offer of appointment shall initially be for a period of one year or such other period as determined by the MD NRHM.
- c) The contract period may or may not be extended by Mission Director, NRHM depending on the factors like workload, work requirement, requirement of the post; work & conduct of employee or desirability of continuing the post etc in the Department.
- d) Services of the employee can be discontinued on issuing 7 days notice from the Department, in case there is no requirement of the post or there is no sufficient work to be allotted to the employee in question or due to reasons like rationalization of manpower vis a vis availability of work in the Department.
- e) However for reasons like gross indiscipline, unauthorized absence/leave from duty, misconduct, inefficiency in work as per Appraisal System, or otherwise the services of employees shall be liable for termination at any time during the currency of the contract period by giving 7 days notice to the employee.
- f) Services of employees can also be terminated by Mission Director on purely administrative grounds or any other ground prejudicial to the interest of the Department by giving 7 days notice.
- g) In case the employee intends to resign from the post, he/she will have to give one month resignation notice in advance or deposit one month's salary with NRHM in lieu of one month notice or salary for the period by which it falls short of one month.
- h) If any information/ declaration/ documents furnished by the employee to the department in connection with his/her appointment on contract basis is found to be false or incorrect at any point of time, his/her contract will be revoked forthwith.

- i) Terms & conditions of appointment & salary of the contractual assignment are liable to change as per guidelines/directions issued by Mission Director/ State Health Society/ State Government or Government of India from time to time & will be applicable accordingly.
- j) At the time of appointment candidate will have to submit a Medical Fitness Certificate issued by a Registered Medical Practitioner of Government Hospital. Even in case the candidate is declared medically fit by the Practitioner, it will be the sole discretion of the Mission Director to reject or accept his/her joining on the post in question.
- k) **Joining:**
A candidate will have to join within 7 days from the date of issue of the appointment letter. In case the 7th day of joining falls on public Holidays, he/she will have to join one day prior to it.
- l) If a candidate fails to join within a stipulated time i.e. (7 days), his/her candidature shall be cancelled for the post against which he/she has been appointed.
- m) **Extension in Joining Period:**
Extension in joining period can only be taken from the Mission Director provided the request for extension reaches the Department within 7 days of issue of appointment letter to the candidate. However, it will be sole discretion of Mission Director to grant or not to grant extension & period of extension to be allowed to the applicant for joining.

13.0 Appraisal System:

Employee will be appraised before expiry/ renewal of contract period. Immediate control officer i.e. Civil Surgeon at DHQ or below and MDNRHM at State Head Quarters for official working at State headquarter and District level officials working in Districts will appraise the work of employee which will be final.

14.0 In case of any dispute/clarification in any of these clauses is required Mission Director will be the final authority for deciding the same.

15.0 In case of any residual matter, Mission Director NRHM will be the authority to decide this.