

**HUMAN RESOURCE POLICY  
FOR CONTRACTUAL STAFF  
NHM- UP**

### **FOREWORD**

The National Health Mission (NHM) was designed with the aim of providing accessible, affordable, accountable, effective and reliable healthcare facilities in the rural areas of the country, especially to the poor and vulnerable sections of the population. In the State of Uttar Pradesh, National Health Mission has made special efforts for reaching out to the community at grassroots level. Some of the initiatives taken in this direction include, creating IPHS specified infrastructure and deploying recommended human resources. However, there is still a huge gap that needs to be plugged, in order to have a strengthened system for effective delivery of quality services to the patients. It has been observed that lack of skilled manpower in health facilities dissuades patients from utilizing the available government health infrastructure. Besides, community faces great hardships on approaching the private sector, which puts enormous pressure on their already weak pockets.

The State Government has recently reduced user charges in hospitals and rural health centres to a considerable extent. It has also made provisions for free medicines & investigation services with a view to increase the utilization of services by the poor and marginalised sections of the community. Despite such concerted efforts, the Government healthcare system still lags far behind the private sector in terms of providing dignity and respect along with prompt quality care to service seekers.

Given this backdrop, the need to deploy additional skilled human resources can hardly be overemphasized. To be able to attract & retain the best available medical and paramedical professionals, the State has envisaged a transparent recruitment process. A robust and well-defined Human Resource Policy forms the basic pre-requisite for having a strengthened system for addressing any staffing issues that may hamper the functioning of the system.

It is presumed that this HR Policy for the Contractual Staff of NHM will help attract skilled personnel to join the Government healthcare system and will also motivate them to offer quality services to the desiring community.

**(Pankaj Kumar)**  
Mission Director,  
NHM, UP

## **MISSION**

*The Goal of the Mission is to improve the availability of  
and access to quality health care by people,  
especially for those residing in rural and slum areas,  
the poor, women and children.*

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## **CHAPTER- 1**

### **Introduction & Definition**

#### **1. Introduction**

The Government of India launched the National Rural Health Mission (NRHM), considering the importance of health in the process of economic and social development and improving the quality of life of the citizens and to carry out necessary architectural correction in the basic health care delivery system. The Mission adopts a synergistic approach by relating health to determinants of good health viz. segments of nutrition, sanitation, hygiene and safe drinking water. It also aims at mainstreaming the Indian systems of medicine to facilitate health care. The Plan of Action includes increasing public expenditure on health, reducing regional imbalance in health infrastructure, pooling resources, integration of organizational structures, optimization of health manpower, decentralization and district management of health programmes, community participation and ownership of assets, induction of management and financial personnel into district health system, and operationalizing community health centers into functional hospitals meeting Indian Public Health Standards in each Block of the Country.

The Uttar Pradesh Government executes the same by entering into an agreement with the Government of India. To run the various programmes under the State Health Society of Uttar Pradesh as envisaged by GoI, Human Resource has been recruited on contract. To safeguard the interests of the contractual employees and in the interest of the Mission a Human Resource Policy has been designed, which shall remain effective on approval from the General Body of the State Health Society.

## 2-Definitions

The definitions given below in this chapter shall be of general application. Any definition in any other Chapter of this Manual, which is not specifically, restricted either to a Chapter / Regulation or to any stated purpose, shall also be of general application in this manual, unless there is anything repugnant in the subject or content.

1. "**State Health Society (SHS)**" At the State level, the State Health Society would function under the overall guidance of Chairman/Principal Secretary, Medical Health & Family Welfare, GoUP & Mission Director, NHM, UP shall be the Secretary to the society.
2. "**District Health Society (DHS)**" At the District level, the District Health Society would function under the overall guidance of Chairman/District Magistrate & Chief Medical Officer, shall be the Secretary to the society.
3. "**Appointing Authority**" means
  - a) For State Health Society- Mission Director or any other person duly authorized by the Mission Director, NHM, UP.
  - b) For District Health Society- District Health Society or any office bearer of DHS duly authorized by DHS.
4. "**Assembly**" means a place where all employees, irrespective of cadre/post assemble and discuss various aspects of UPNHM or any other matter that may be considered appropriate.
5. "**Attendance Register**" means a register for marking daily attendance of employees, at any office of the NHM, maintained under applicable local laws.
6. "**Manual**" or "**this Manual**" means the HR Manual for contractual employees of UPNHM.
7. "**Confidential Information**" shall mean UPNHM Information, Third Party Information, Intellectual Property Rights, Proprietary Technique, Training Material and any and all information relating to the UPNHM, including without limitation, financial results and projections, costs and prices, details of suppliers, employees and consultants (past, present or prospective), technologies, technical strategies, marketing, pricing and other strategies, as well as any such information not generally known to third parties or received from others, whether such information has been expressly designated as confidential or otherwise, to which the Employee has or gains access to at any time during the employment with the UPNHM or which is available to the Existing Employee directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form.
8. "**Competent Authority**" means the Mission Director, NHM, UP or duly authorized person by the State Health Society and District Magistrate or duly authorized person by the District Health Society.
9. "**Contractual Employee**" means a person employed under a contract of employment.
10. "**Contract of employment**" means a written contract entered into between UPNHM and employee employed for the purpose of performing certain specified work for a

certain specified period and whose complete terms and conditions of employment are contained in the written contract.

11. "**Day**" means a period of twenty four hours commencing from midnight.
12. "**Delegation of Powers**" refers to any powers that may be delegated by the Governing Body/Mission Director to any committee or person, subject to restrictions and conditions, if any.
13. "**Existing Contractual Employee**" means an employee presently in the employment of UPNBM.
14. "**Executive Committee**" means a committee appointed by the Governing Body with specific responsibilities and powers assigned thereto by the GB. Chairman is Principal Secretary, Medical Health and Family Welfare, GoUP.
15. "**Governing Body**" of Uttar Pradesh National Health Mission. Chairman is Chief Secretary, GoUP
16. "**Head Office**" means the office from where the general administration of the UPNBM would be carried out and would include any administrative department or officer of such Head Office, wherever located, in relation to the work of functions of such Head Office.
17. "**Honoraria**" means remuneration including all fixed allowances paid / payable to a contractual employee. Unless specifically mentioned, Honoraria would not include any allowance/incentive that is variable in nature and is dependant on performance or such other criteria. "Honoraria" shall also exclude all items that are by way of reimbursement of any expenses.
18. "**Intellectual Property Rights**" shall mean all forms of intellectual property rights and all analogous rights subsisting / recognized under the laws of India or any other jurisdiction in the Territory and shall include without limitation any product or process of the human intellect whether registrable as patents, trademarks, copyrights, designs or otherwise such as an invention, expression or literary creation, unique name, trade secret, working method, database, industrial process, computer program, source code, process or presentation.
19. "**MCI**" means the Association of Medical Council of India.
20. "**Management**" means Principal Secretary – MH & FW/Mission Director- NHM or any other person/s duly authorized in this behalf, by the Governing Body.
21. "**Medical Certificate**" means a certificate issued by a CMO/CMS/MOIC/Medical officer or by any qualified registered medical practitioner.
22. "**Calendar Month**" shall mean a month as per the English Calendar.
23. "**Calendar Year**" shall mean from January to December.

24. "**Party**" shall mean the organisation or the existing contractual employee referred to individually, and "**Parties**" shall mean the organisation and the existing contractual employee referred to collectively.
25. "**Person**" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity.
26. "**Prescribed**" or "**Power Determined**" means prescribed or determined by the Mission Director or by a person duly authorized by him.
27. "**Proprietary Technique**" shall mean the technique which has been developed or acquired by the UPNHM for developing better systems in respect of the organisation;
28. "**Third Party Information**" means confidential or proprietary information received or to be received by the UPNHM from third parties.
29. "**Training material**" shall mean the material, in the form of documents, videos, books, CDs or any other storage media whether electronic or otherwise containing information regarding method and manner of performance of the services by the Employee which would be made available to or which would be accessible by the Employee during the course of his employment with the NHM.
30. "**UPNHM Information**" shall mean any information that relates to the UP-NHM actual or anticipated activities or research and development, technical data, Logo or know how, including, but not limited to, research, or other information regarding the UP-NHM.
31. "**Week**" means a period of seven days.
32. "**Staff**" means an employee.
33. "**Financial Year**" normally means a financial year followed by UP-NHM, which is presently from First day of April to last day of March.

## CHAPTER -2

### EMPLOYEE CLASSIFICATION

#### **Classification of Employees:**

1. Employees, irrespective of cadre or post shall be broadly classified into:

- "**Temporary**" is a person who has been engaged for work which is essential of temporary nature and likely to be finished within a limited period.
- "**Contractual Employee**" means a person employed under a contract of employment.
- "**Contract of employment**" means a written contract entered into between the UPNHM and an employee, employed for the purpose of performing certain specified work for a certain specified period as mentioned in their "*Service Agreement*" and whose complete terms and conditions of employment are contained in the written contract.
- "**Designation**" or "**Cadre**" shall have different meanings. "Cadre" shall normally mean the grade or cadre as is internally assigned by the Government & "Designation" shall normally mean the position that is externally made known.

**CHAPTER -3****HUMAN RESOURCES PLANNING****1      INTRODUCTION:**

Human Resource is the most important resources in health care. Machines and gadgets which are integral parts of health care require the human touch, expertise, and commitment for their full utility and application in delivery of health care. Therefore planning of human resources is the key to any health care provision. The objective of UPNHM human resource (HR) policy is to attract, recruit, retain and develop competent personnel and create a continuously learning health care organization.

**A.    TARGET HUMAN RESOURCES IN PROGRAMME MANGEMENT UNIT (PMU)-**

It further categories as follows-

- **SPMU (State Programme Management Unit)** – The State Health Society is being strengthened by State Programme Management Unit, which integrate all programme activities at State level, headed by Mission Director,NHM, UP.
- **Div.PMU (Divisional Programme Management Unit)**- The Divison is being strengthened by Divisional Programme Management Unit, which integrate all programme activities at Divisional level.
- **DPMU (District Programme Management Unit)** - The District is being strengthened by District Management Programme Unit, which integrate all programme activities at District level and the State Health Society will be responsible for project management in Districts.
- **BPMU (Block Programme Management Unit)** – The District Health Society is being strengthened by Block Programme Management Unit, which integrates all programme activities in the Block and the District Health Society will be responsible for project management in Blocks.

**B.    TARGET HUMAN RESOURCES IN HEALTH CARE (SERVICE DELIVERY)**

The patient unquestionably is the focus of all health care personnel. While doctors, nurses, hospital attendants, technologists, clinical assistants, para-medics and pharmacists are directly involved in providing OPD and ward care, administration, public relation, security, catering, laundry, electronics, civil, electrical and air conditioning maintenance are involved in supporting the former for providing safe health care.

**2      HUMAN RESOURCE PLANNING****PURPOSE**

Human Resource Planning is concerned not only to ensure appropriate levels of staffing, but also to develop, implement and monitor effective personnel policies, to satisfy the healthcare requirements and development needs of the future.

- To relate Human Resource needs to the overall activities of the District Hospitals, Sub-

- District/ Divisional Hospitals, CHC's, PHCs and Health and wellness centre/sub centres.
- To make long-range estimations of specific as well as general HR needs.
- To determine job titles and their numbers based on the requirement as per norms.

#### **Planning Process**

The number of employees to be taken will depend on the number of beds, type of care, specializations and infrastructure planned. An acceptable bed to manpower ratio will be taken into consideration to arrive at the number of personnel required. This is with a view to ensure optimum utilization of human resources positioned at the hospital.

The HR Planning process shall dependent on the following factors:

- Number of Beds
- Type of care Specialization
- Infrastructure
- Departmental structure
- Type of services offered by respective department
- The patient flow Future demand
- Equipment in use

### **3 Planning Methodology**

HR Planning involves two steps:

1. Determination of the quality of personnel needed.
2. Determination of the number of personnel needed.

#### **➤ Determination of the quality of personnel needed**

This is the first stage in the process of identifying the skill set requirements. The process of job analysis includes job description and job specification.

#### **Job Analysis**

This technique is used to determine the qualification, experience, skills, and job responsibilities, required by the employee for successful performance of his / her job.

Job Analysis includes two functions,

- **Job Description** - *This sets out the purpose and functions of the job.*
- **Job Specification** - *This defines the selection criteria (the knowledge, experience and other Skills to look for when selecting the person to be offered the job).*

#### **➤ Job Description**

The job description should be an accurate and factual picture of the job to be filled, and is a vital part of the process, providing the basic building block on which the person specification, advertisement and selection process are constructed. The job description sets out the task and the responsibilities of a position. This will also be useful for identifying induction and training needs and will support the performance management system.

#### **➤ Job Specification**

The job specification is used as an aid to the short-listing process, and to assist fair

selection of candidates in the interview process.

The purpose of specification is to provide an objective, comprehensive and detailed description of the qualifications, experience, skills and abilities that an employee will need to perform the job. The job specification must be written before any advertisement is written and placed, as this will ensure that a consistent set of standards are applied when the suitability of candidates is assessed.

The job specification sets out the criteria for selection against which all candidates will be compared and measured. In the preparation of the job specification, the appointing manager should ensure that criteria shown are objective, job related, clearly defined and justifiable. The job specification forms a substantial part of the recruitment process.

➤ **Determination of the number of personnel needed**

It is the determination of the number of personnel required by the organization for carrying out the activities

The typical steps involved are,

- Forecasting
- Inventorying
- Anticipating
- Planning - is a multi-step process which takes into consideration the following,
  - ✓ Organizational objectives and plans
  - ✓ Functional Briefing
  - ✓ Determining overall human resources requirements
  - ✓ Inventory of present human resources, if any
  - ✓ Determining net human resources requirements
  - ✓ Action Plan for filling needs

## **CHAPTER -4**

### **Recruitment of Contractual Employees**

#### **1. Recruitment:**

Recruitment is on the basis of UPNHM needs, suitability of candidate with respect to qualification, experience, references and suitability to the position.

#### **2. Mode of Recruitments-**

There shall be three modes of recruitment namely:-

- Directly on contract from open market.
- Through outsource agency.
- On deputation basis.

The process for recruitment shall be applicable to State Health Society & District Health Society as implemented from time to time by Management.

#### **3. Process of Recruitment:**

The process of recruitment shall be done by State Health Society or District Health Society.

#### **4. Letter of Appointment:**

Every employee (except employee engage through outsource agency) at the time of appointment shall be given a written order specifying such action. Such communication would also include details of honoraria, designation, etc. All such communications shall be signed by Mission Director, NHM or a person duly authorized by the Mission Director for State Health Society & District Health Society or a person duly authorized by the DHS for District Health Society.

#### **5. Joining Procedure:**

It will be mandatory for the contractual staff that she/he joins the place of posting within 30 days of getting the contractual/Offer letter order. If she/he does not join within the stipulated time then his candidature for the said post will automatically stand cancelled. If for any justified reason the contractual employee is unable to join within the stipulated time, then she/he has to get written permission for extension of joining from competent authority.

#### **6. Pre-requisite of Joining:**

Character Certificate at the time of Contract – The person selected for the contractual post shall submit a character certificate from a Gazetted officer at the time of joining.

Medical Checkup at the time of Contract – Before engaged in contract the selected candidate has to produce a medical fitness certificate after the date of issuance of offer letter from CMO/CMS/Medical Officers of Government hospitals on her/his own expenses. The contract will be valid only if the selected candidate is medically fit.

The selected candidate has to produce following documents duly self attested along with original documents for verification purposes before the signing of the contract:

1. High School Certificate/ Marksheets of (10+2) exam
2. Marksheets of minimum educational qualification required, as specified, for particular post.

3. Marksheets of minimum educational qualification desirable, as specified, for particular post.
4. Graduate/Post Graduate Certificate from recognized University
5. Valid Caste Certificate from appropriate authority
6. Experience Certificate
7. NOC from previous employer, if applicable.

If the above mentioned certificates are not produced and on any stage after the contractual engagement the documents submitted are found to be false then the contract of the selected candidate shall be cancelled with initiation of legal action and registration of First Information Report (FIR) against the candidate. After verification, if the documents are found correct then the order for place of posting shall be issued from the competent authority of National Health Mission, UP.

#### **8. Commencement of Service: (Rules and Duration of contract)**

The period of contract of the contractual employee shall be of one year commencing from the date of signing of contract or upto 31<sup>st</sup> March of the financial year whichever is earlier or till a regular employee joins the said post. The contract period shall be for maximum of one year and after appraisal of work and on satisfactory performance, the contract may be renewed subject to the approval from Government of India. There can be no claim on regularization on the basis of contractual engagement.

**The minimum performance benchmark as per GoI and any other standard added by competent authority of State, shall be the basis of the contract of all the individuals engaged under NHM. Compliance to the benchmarks performance indicators would essential for renewal of contract of the incumbent.**

Unless otherwise stated, the service of an employee shall be deemed to have commenced from the forenoon of the day on which he reports for duty, in accordance with a letter of appointment or a service agreement. On joining duty, every employee is expected to submit a letter to the organization indicating the fact that he has joined for duty. The employee is also expected to comply with all the conditions stated in the appointment order that may be a pre-requisite to employment (such as medical reports, previous employer's, noc, character certificate etc.)

#### **9. Contract Rules & Regulations:**

On getting the recruitment order, the contract should be signed between the contracted employee and the appointing authority on a non-judicial stamp paper of Rs.100/- as prescribed under the Stamp Registration Act. The contract will be executed between the appointing authority of respective Health Society and the contractual employee. The expenses so made in signing of contract shall be borne by the selected candidate. The selected candidate will be considered joined on the place of posting on acceptance of his/her joining by competent authority. **Registration under Manav Sampada shall be mandatory on joining for maintaining service record and salary disbursement.** She/he will not be entitled to any travel/transportation allowance for joining duties.

On expiry of duration of contract and after appraisal of work and on satisfactory performance, the contractual employee of National Health Mission, Uttar Pradesh will be re-contracted for which again contract should be signed between the contracted employee and the appointing authority on a non-judicial stamp paper as prescribed under the Stamp Registration Act.

For working during the period of contract the contractual employee can not claim for Pension, Gratuity, Bonus or claim for any service under the Govt. of India or Govt. of Uttar Pradesh or regularization of her/his services. The contractual employee can be called for work on any day in the interest of programme even on holidays.

Recruitments of all the posts shall be made after the approval of the posts from Government of India only. The honoraria for payment to the contractual employees shall not exceed the approval given by GoI for the said post.

The relationship between the National Health Mission and contractual staff shall be as an employer- employee.

The contractual employee shall get consolidated monthly honoraria against the services. Incentives/allowances shall be applicable as per approval of GOI/State. However, this cannot be claimed as a right if the management thinks that the individual performance was not found up to the mark or any other adverse report received. **After the contract it is mandatory for the employee to reside at the place of posting.**

The contractual employee has to actively take part in all the programmes/activity of National Health Mission. Non-Participation in such programmes will be taken adversely. The contractual employee should not engage in any criminal/unconstitutional/unethical activity. If any employee engage in any criminal/unconstitutional/unethical activity then enquiry will be setup, if he/her found guilty then appointing authority will terminate services of employee. The contractual employee shall be in the administrative control of the appointing authority.

During the period of contract the services of the employees can be terminated at anytime at the option of the State Health Society/ District Health Society by giving her/him a notice of one month or one month salary in lieu of such notice. Similarly, the employee can resign from NHM during the period of the contract by giving one month notice or an amount equal to one month salary in lieu of notice.

ID card shall be provided by NHM, UP to all employees of NHM

## Chapter- 5

### **Training and Development**

#### **1- OBJECTIVES**

To train and develop the resources of every employee by identifying the areas that needs to be trained and developed and tuned towards achieving the overall goals and objectives of the National Health Mission, Government of Uttar Pradesh.

1. To adapt a systematic procedure to identify the training needs.
2. To identify the specific training and development needs of employees.
3. To design, resource, deliver, monitor and evaluate training and development activities.
4. To review and report on training outcomes.

#### **2- TRAINING AND ITS IMPORTANCE**

Training is a learning experience that seeks a relatively permanent change in an individual that will improve his/her ability to perform on the job. Training is the most important activity or plays an important role in the development of human resources. To put the right man at the right place with adequate training has now become essential in today's globalised market. No organisation has a choice on whether or not to develop employees. Therefore training has become an important "cutting edge" feature for maintaining and improving interpersonal and intergroup collaboration.

Human resource is the life-blood of any organization. Only through well-trained personnel, can an organization achieve its goals. At a glance, we find that training gives the following results:

1. Growth, expansion and modernization cannot take place without trained manpower.
2. It increases productivity, reduces cost and finally enhances skill and knowledge of the employee.
3. Prevents obsolescence.
4. Helps in developing a problem-solving attitude.
5. Gives people awareness of rules and procedures.

Moreover, structured, focused and monitored training ensures that the District Hospitals/CHC/PHC/Sub Centre's will seamlessly functions in the operational phase.

#### **➤ Induction Programmes**

Induction Programme is given to the newly employed staff (doctors, nurses, technicians, administrative staff etc.) and would include a series of lectures on various topics. The induction programme introduces the employee to the Hospital about the general functioning of the Hospital and would also include hospital rounds.

The Induction Programme provided would include:

- ***Introduction to the National Health Mission***
- ***Organization structure***
- ***Role of various departments***
- ***Importance of quality care and infection control***

- ***Communication and team work***
- ***Psychology of patient***
- ***Human values etc.***

➤ **Need Based Training Programmes**

The training is general to all departments and at all levels except for a few topics, which are specific to executive and managerial cadre. These programmes are mainly aimed at developing the behavioural aspects of individuals and will be more focused toward employees who interact directly with the patient.

➤ **Technical Training Programmes**

Technical training programmes consist of on-the-job training and would be given to the technical employees of the health care system. The technical training programmes are aimed at updating the technical skills and knowledge of the employees according to the latest development in the fields. Technical training is generally given to the employees of the medical, nursing and paramedical departments.

➤ **Internship with NHM, UP**

The internship programme will provide an equal opportunity for the officers of the National Rural and Urban Health Mission to interact with young thinkers with brilliant academic record from reputed institutions.

### **3- PLANNING AND ORGANISATION OF TRAINING**

➤ **Assessment of quality of staff-**

There is always a need to ascertain the quality of manpower that is available. The training needs of the staff can be determined only after ascertaining the quality of manpower available. This is one area, which needs special emphasis because only after ascertaining the training needs can specific training programmes for different category of staff be planned. Hence it is imperative that the quality of staff is ascertained prior to scheduling the training requirements.

- **Training Management Information System (TMIS)** - A Systematic training plan & training calendar shall be prepared for each health functionary, keeping in mind their training needs. This could be maintained electronically as a TMIS & linked with HRMIS (Manav Sampada).
- Training calendar shall be prepared & published by Training Division on yearly basis as per the approval in RoP from Government of India.

➤ **Training for Capacity Building -**

For capacity building of technical contractual employees, as per need, trainings will be organized or they will be nominated from time to time.

If any contractual employee is provided special technical training then in such cases the competent recruitment authority will have the right to engage the said employee for a certain minimum period of time after training. For this a bond has to be filled by the contractual employee undergoing special training in a given format or else the amount spent in the said training will be recovered from the concerned contractual employee.

## Chapter 6

### **Performance Management System**

#### **1. Purpose:**

The purpose of the performance management system is to assist the organisation, line of working, and staff offices in meeting their goals and objectives by having in place a systematic process designed to articulate individual (or team) standards, measure employee performance, help each employee reach his/her full performance potential in his or her current position.

#### **2. Performance Management Process:**

The performance Management Process is a consolidation and acknowledgement of employee accomplishments and effectiveness throughout the performance cycle.

- Provides an assessment of actual achievements based on the outcomes and expectations contained in the performance plan.
- Includes a synopsis of formal feedback received during the performance cycle.
- Contains highlights of developmental activities undertaken during the period.

#### **Work Appraisal:**

- **For State Level Contractual employees**

The work appraisal of all contractual employees at State Level shall be done bi-annually as per the Appraisal Formats developed by the competent authority.

Appraisal of the all working staffs will be due from 01<sup>st</sup> of April and the process should be completed by 15<sup>th</sup> of May.

- **For District Level Contractual employees**

- The work appraisal of all contractual employees at Block and District level shall be done bi-annually as per the Appraisal Formats developed by the competent authority.
- Appraisal of the all working staffs will be due from 01<sup>st</sup> of April and the process should be completed by 15<sup>th</sup> of May.

The work appraisal of all contractual employees shall be based on the Performance Indicators as framed by the State Health Society and Government of India. The compiled appraisal for State Health Society shall be approved by Mission Director and for District Health Society, it shall be approved by any office bearer duly authorized by DHS. After acceptance of the appraisal with satisfactory performance, next year agreement will be executed.

Under the State Health Society and District Health Society, the increase in the honoraria shall be subject to satisfactory acceptance of the appraisal. The increment in honoraria of contractual employees shall be annually as approved by GoI on approval from Executive Committee. **Annual increment is not mandatory, only employee having satisfactory performance will get annual increment. Management may deduct percentage of annual increment of any employee based on the dissatisfactory performance.** Annual increment shall be applicable and due from the month of April and the newly recruited contractual employee shall be eligible for the increment only after completing one year of service.

For future any fixation/changes in the basic monthly honoraria can be made after the approval from GoI and the Executive Committee of NHM.

## Chapter 7

### Working Conditions

#### 1. Hours of Operation/Work Schedules

- (I) Maintaining the attendance register is mandatory for all the offices of the NHM located anywhere in Uttar Pradesh.
- (II) Every employee shall be at work at the place and time as prescribed.
- (III) Every employee is required to sign the register/biometric attendance at the time of arrival to the office.
- (IV) If any employee has to attend the meeting before the office hour then he/she has to inform his reporting officer. In such cases, the employee is expected to sign the attendance register/biometric attendance as soon as he reaches the office. If any employee be on outdoor/outstation duty such fact shall be initiated to the office and the attendance register shall be appropriately filled in (as "OD" i.e. On Duty) to ensure that records are properly maintained.
- (V) **Absences and Lateness:** Regular attendance is essential to UPNHM efficient operation and is a necessary condition of employment.
- (VI) Employees are expected to report to work as scheduled and on time. If it is impossible to report for work as scheduled, employee must inform in writing their reporting officer before the starting time. If the absence is to continue beyond the first day, the Employee must notify their reporting officer on a daily basis unless otherwise arranged.
- (VII) Each reporting officer is responsible for keeping accurate records of an Employee's absences and of leave availed. UP-NHM may ask for medical examination or doctor's certificate during or following an illness.

#### 2. Working Hours:

##### The Standard

General Shift for Five Days Working : 09:30 a.m to 6:00 p.m  
General Shift for Six Days Working : 10.00 a.m to 5:00 p.m

Rotation Duty : As applicable at Health Facilities.

##### At District Level – Six Days Working

Every Sunday & 2<sup>nd</sup> Saturday off (Weekly off).

At SPMU, Lucknow- Five Days Working (Every Sunday & Saturday weekly off)

The contractual employee can be called any day in the interest of programme for the work even on holidays.

Dependant on Job Functions, the Management may allot different working hours based on the exigencies of work.

**3. Lunch/Rest Interval:**

Management may prescribe separate Lunch/Rest interval for separate employees so as to ensure that continuous activity of the organisation does not suffer. Lunch/Rest intervals shall not exceed thirty minutes.

Due to exigencies of work, the management reserves the right to call as many employees as may be required, to work after the office hours, without any additional payment. This is an integral part of the working conditions and terms of employment.

**4. Holidays:**

Management shall announce an annual list of Holidays for the succeeding year at the end of every calendar year.

## Chapter – 8

### **Leave Facilities**

#### **1. Casual Leave:**

All contractual employees will be eligible for Casual leave of 14 days in one calendar year (Jan-Dec) and will not be sanctioned more than five working days in a row. For more than five working days casual leave in a row, will be treated leave without pay.

Contractual employee has to take written permission before hand for station leave from competent authority if leaving headquarter.

All casual leaves will lapse in the current calendar year and cannot be accumulated in next calendar year.

#### **2. Medical Leave:**

All contractual employees will be eligible for Medical leave of 16 days in one calendar (Jan-Dec) year. They have to produce medical fitness certificate from Gazetted Medical Officer for more than three days medical leave in a row.

All unutilized (balance) medical leaves in a calendar year shall be carried forwarded and accumulated in subsequent year upto 120 days in a service period of a contractual employee.

#### **3. Maternity Leave-**

Contractual female employees shall be entitled for Maternity Leave of 180 days paid leave as per "The Maternity Benefit Act – 1961" and modifications made thereafter in the act. The Maternity Benefit Act -1961 was adopted by GoUP on 22-2-1974 and will be effective in Uttar Pradesh from the said date. Maternity Leave will be treated as paid leave.

The Mission Director/ Additional Mission Director at SPMU shall have the sanctioning power for leave without pay to contractual employees under special circumstances for SPMU contractual employees. The same sanctioning power shall be with District Health Society with recommendation from CMO of concerned District.

#### **4. Paternity Leave-**

Contractual male employees shall be entitled for Paternity Leaves of 15 days before or up to six months from the date of delivery of the child. If paternity leave is not taken within 6 months of the birth of child, it is treated as lapsed. Similar provisions are applicable on the adoption of a child under the age of one year. Paternity Leave will be treated as paid leave. Such leaves will be limited to 02 occasions subjected to the maximum number of 02 living/surviving children. Prior approval must be taken from the Mission Director/ Additional Mission Director at SPMU. The same sanctioning power shall rest with DHS with recommendation from CMO of concerned District.

Any weekly off's/Holidays which may fall during the leave period may not be counted as Paternity leave.

To avail Paternity leave, employee has to produce a medical certificate confirming maternity of his wife, with valid proof of his wife's name (Marriage Certificate or any other Govt.authorized certificate).

All leaves are subject to prior intimation and prior approval has to be obtained by the concerned employee, from his competent authority. In cases where prior approval is not possible (due to personal reasons), it is expected that the employee would inform the competent authority and convey the reasons as well as likely duration of the absence from the work over telephone / fax etc. On resuming duty, the employee shall forthwith submit a suitable leave application to his competent authority.

## **CHAPTER – 9**

### **Grievance Redressal/Discipline**

#### **1. Redressal of Grievances:**

The employer shall set up Grievance Settlement Committee for redressal of day to day grievances of staff of the organisation.

#### **2. Discipline/ Behaviour-**

After the contract employee has been removed on the basis of complaints and investigation he/she will not be entitled to be engaged in any post under NHM thereafter.

#### **3. Gender Sensitisation-**

No contractual employee will be engaged in any kind of sexual abuse to male/female employees in the office.

The head of the division will ensure that such incidence does not occur in the office and take appropriate measures to stop such incidence.

The following would come under sexual abuse:

- ✓ Physical contact and sexual behavior
- ✓ Request for agreeing to have sex
- ✓ Sexual remarks
- ✓ Showing obnoxious material/books which is abusive
- ✓ Any other physical, verbal or signals which are of sexual nature.

#### **4. Investigation on allegation of sexual abuse to male/female contractual staff –**

Whenever complaints on sexual abuse is reported, investigation will be carried out by a Committee headed by a senior level officer, in case of female victim 50% member would be female officers.

The Committee so constituted will submit the report after investigation to the Head of the institution/ organization/ society.

If any employee is found guilty in investigation, the SHS/DHS will have the power to take disciplinary action against the same.

#### **5. Involvement in strike/demonstrations -**

No contractual employee shall indulge her/himself in any kind of strike/demonstration for him/herself or in support of any other contractual staff.

If found in any such activity it would fall under the category of indiscipline and disciplinary action would be initiated by competent authority.

#### **6. Political Activities -**

The following activities of the employees are prohibited:

- To be an office bearer of a political party or an organization which takes part in politics;
- To take part in or assist in any manner in any movement/agitation or demonstration of a political nature;
- To take part in an election to any legislature or local authority.

No employee of the society shall engage himself / herself or participate in any demonstration, strike, gherao and other agitation activities or abet, incite, instigate or act in furtherance thereof.

#### **7. General Discipline -**

Every employee of the society shall at all times

- Maintain absolute integrity
- Maintain devotion of duty
- Do nothing which is unbecoming of the employee
- Conduct himself / herself in a manner conducive to the best interest, credit and prestige of the society

Every employee of the society holding a managerial post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/her control and authority.

**Grievance Redressal Committees (GRC) would be set up at District, Division and State levels to address issues of the staff. The District GRC would resolve issues at the district levels, whereas the Division GRC would tend to matters at the Division level. The GRC would review the merits of the grievance brought to its notice and decide the action to be taken.**

A written statement on the grievance would be submitted to the GRC by the staff. The GRC would hold and hear both parties of the case and arrive at a conclusion and action to be taken. If the staff is not satisfied with the resolution proposed, the staff can submit their complaint to the GRC next in hierarchy.

There could be a possibility that the GRC may receive an anonymous grievance where the concerned staff may not want to identify herself/himself. Such anonymous petition would have to be in writing (email included) for further inquiry under this policy.

In due course of grievance redressal if any GRC finds that the grievance was filed due to malice or mala fide intentions, the GRC or the nodal GR Officer might, as part of its Action Taken report, recommend a warning to the staff concerned and recover the costs incurred if any in connection with the grievance.

## **CHAPTER – 10**

### **Separation & Exit Formalities**

Employee separation refers to when an employee leaves the organization. Separation occurs when employment relationship officially ends. Employee separation happens for various reasons. Organization also would initiate separation process due to budget crunch and other changes in operational environment.

#### **Policy Statements**

1. The policy applies to all staff members including full-time and contractual staff.
2. Staff employment termination may be initiated at any time by either the employee or by NHM in accordance with this policy.
3. Employees may be separated from employment voluntarily through resignation or involuntarily through termination.
4. It will be the discretion of the management to make the relieving conditional to clearance of pending work and/ or settlement of any large outstanding amount to the organization.
5. Contract Employees are required to retire from service on attaining the age of 65 years.
6. Maximum age for employment shall be of 65 (Sixty Five) years of age. Relaxation for employment above 65 years is granted for Medical Officers & Specialist (except AYUSH Medical officers and Specialist as per guideline issued vide letter no. 03/SPMU/NHM/AYUSH/Manav Sansadhan/2018-19/2457 dated 18.06.2019) posted at health facilities which are subjected to their medical fitness.

#### **1. Notice by the Individual**

An employee should submit 01 month written notice to his/her supervisor before voluntarily leaving UPNBM.

#### **2. Process for addressing disciplinary issues:**

Disciplinary issues shall be addressed by guidelines as issued vide letter no. 197/SPMU/DAP-HR/GRC/2018-19/12394 dated 07.03.2019.

#### **3. Termination of Service by Employer:**

- a. The Service of a contractual employee can be terminated as per provisions of the service agreement or by giving one months notice in writing or by payment of equivalent amount in lieu of the notice period. No such notice will be required where staff is dismissed for misconduct after enquiry.
- b. Reasons for termination of services of a contractual employee must in variable be recorded in writing and the decision of the competent authority will be communicated to the terminated employee in writing before he is discharged on any account.
- c. In case the service of any employee is terminated or leaves the services, his dues shall be settled as per rules.

- d. An order of termination shall be in writing and shall be signed by the Appointing Authority and a copy thereof be afforded to the terminated employee.
- e. In all cases of discharge or dismissal of an employee he will obtain a clearance certificate from the department/departments concerned certifying that nothing belonging to the UPNHM is due against him. If the staff fails to return any such property, the cost of such property shall be deducted from his wages.
- f. The Organisation has at all times a general right to discharge a employee after enquiry from service, not only for proved misconduct but also when the employer has bonafide loss of confidence on the staff or for organisational reasons.
- g. The Organisation may refuse to accept the resignation of a staff during the course of any departmental proceedings against him, if the organization desires to continue with the proceedings.
- h. Where a staff has been convicted for a criminal offence in a Court of Law or where the management is satisfied, for reasons to be recorded in writing, that it is inexpedient or against the interest of security to continue to employ, the staff, may be removed or dismissed immediately from the services without payment of salary in lieu of Notice period with reasoned order on file.
- i. The organisation may release an employee without insisting on notice period compensation, at the discretion of the management.

**Separation Process Checklist:** After receiving intimation regarding Termination/Sepration of staff follwiing shall be ensure by Division Heads:

- a) Retrieve any NHM property such as: ID badge, access cards, keys, computer equipment, mobile, etc.
- b) Contact accounting to remove signature authority, if any.
- c) Discuss and make arrangements with staff member for the disposal or collection of any NHM information or NHM Licensed Software that maybe in his/her possession.
- d) No dues formalities.
- e) **Final Settlement-** Relieving letter and Employment certificate will be given soon after the full and final settlement on the basis of completion of No Dues formalities. The entire amount due to the employee will be paid with the subsequent month's payroll.

### **3. Issue of Experience Certificate:**

Experience Certificate shall be given to the employee who leaves services of the organisation honorably.

## CHAPTER -11

### **General Guidelines/ Staff Code of Conduct**

NHM provides enough space for the staff to perform at their best. NHM would be a learning organization. NHM expects its staff to follow the code of conduct for work place hygiene. It expects all staff to conduct themselves in an honest and ethical manner both in private and public and act in the best interest of the NHM at all times. The staff are expected to demonstrate good personal conduct through adherence to the following:

- **Avoid Conflict of Interest:** Staff should avoid situations in which their personal interest could conflict with the interest of NHM (eg. staff actively associated with the management of, or hold financial interest in any business concern, accepting favours or a gift for any services rendered by her/him on behalf of the NHM). Conflict if any, or potential conflict, must be disclosed to higher management for guidance and action as appropriate.
- **Be Transparent & Accountable:** All staff shall voluntarily ensure that their activities, with regard to their conduct, in person and official transactions, are open to audit and follow the highest norms of accountability.
- **Maintain Confidentiality:** Staff should not disclose or use any confidential information gained in the course of employment/association with NHM for personal gain or for the advantage of any other person. No information either formally or informally shall be provided to the press, other publicity media, social media or any other external agency except as per approved policies of NHM.
- **Dress Code:** While the NHM does not wish to limit the employee's expressions of taste and individuality, the staff must be aware what the employees wear to work is a reflection of the employee's own professionalism and that of NHM, UP. All employees should dress appropriately for the type of service and their position in particular. In addition, certain requirements must be observed. Clothing should be generally formal. A professional appearance is important to the working and importance of all Organizations. Hence, employees should dress with good taste and judgment and strive to keep up the sanctity of the institution.
- **Use NHM Facilities judiciously:** Staff should not misuse NHM facilities. In the use of such official facilities, care shall be exercised to ensure the same with highest level of diligence.
- **Be Gender Sensitive** NHM is committed to a gender friendly and a socially inclusive workplace, with equal opportunities for men and women without any discrimination. All Staff are expected to be gender sensitive and adopt non-discriminatory work practices, through their Behaviour, beliefs, values and attitudes mainstreaming gender in the organization culture.
- **Be Socially Inclusive:** NHM staff should adopt an inclusive Behaviour towards all other employees irrelevant to their caste, creed, etc. Staff is also expected to be sensitive towards

the differently-abled colleagues, thus, creating a healthy work environment in the organization.

- **Have no tolerance to Sexual Harassment:** NHM is committed to a zero tolerance towards any incident of sexual harassment.
- **Do not compromise the interests of NHM in dealing with other stakeholders:** Staff should ensure that in their dealings with all external agencies, including suppliers, vendors, partners, etc., NHM's interests are never compromised, or else it would be viewed as serious breach of discipline and would attract disciplinary action.
- **Ensure Legal Compliance:** All staff should comply fully with all applicable laws and regulations.
- **Adhere to Code of Conduct:** Any instance of non-adherence to the Code of Conduct/any other observed unethical Behaviour on the part of any staff should be brought to the attention of the immediate reporting authority/ unit heads. The Management would be the final authority to decide on such cases of non-adherence.

## **CHAPTER -12**

### **Miscellaneous**

#### **1. Other Rules-**

- The employment term for the contractual staff shall be from the age of 18 years upto age of 65 years. Exemption shall be allowed for the medical officers and specialist (except AYUSH Medical officers and Specialist as per guideline issued vide letter no. 03/SPMU/NHM/AYUSH/Manav Sansadhan/2018-19/2457 dated 18.06.2019) posted at health facilities to work after 65 years of age upto 70 years of age, subject to medical fitness report issued by the Chief Medical Officer.
- Contractual employee without the prior approval of competent authority/direction/any confidential information should not share with any individual or department in any form (written/verbal) and should not break the secrecy of the office.
- Contractual employee should obtain NOC (Non-Objection Certificate) from competent authority before applying jobs on any other organization as well he/she should take permission before applying/enrolling for any Educational/Technical course, otherwise action may be taken against such employee .
- The contractual employee during the period of engagement shall not work in any other office/ institution and will be barred to be personally engaged in any other service.
- The contractual employee has to undertake all such work which has been assigned to him/her from time to time.
- After signing of agreement, if the contractual employee is found involved in any kind of criminal offence, the competent authority will have the right to cancel the contract of the contractual employee without giving him/her any notice.
- If any contractual employee is found absconding from duties from office for more than 7 days, a show cause shall be issued to the concerned employee, if response is not received in next 7 days from employee then the contract of the employee will automatically stand cancelled from the date of his/her unauthorized absence.
- For any kind of dispute between the contractual employee and employer, the local court will have the jurisdiction for the same. After engagement on contract, if at any time the contractual employee is found engaged in financial irregularities, destruction of government/society properties and found guilty, the employer will have the right to recover the said amount from the person found guilty and as per rules case will be registered and appropriate action will be initiated against the person.
- In the interest of work, the contractual employee will have to work on government holidays also if the work so desires as per orders of the higher authorities. Under unavoidable circumstances the leave/s can be cancelled by the competent officer.

#### **2. Group Insurance**

Contractual employees of National Health Mission, UP shall be entitled for group insurance as implemented time to time on the basis of approval from Government of India.

#### **3. Positions of NHM** Positions of the contractual employees under NHM shall be as per the approval of Government of India.