

SHINE - ABDUR RAZZAQUE ANSARI INSTITUTE OF HEALTH EDUCATION & RESEARCH

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Introduction of Service Rules **(Code of Conduct and Discipline Rules) for SHINE STAFFS** **/Executives**

Though, SHINE is not statutorily required to have the Certified Standing Orders for Staff/Executives under the Employment Standing Orders Act, 1946, yet it is very important and necessary to have a **MODEL SERVICE RULES** of its own for Staff/Executives not only because they clearly inform the employees of the term and procedures of their work, but also because in any dispute the fact of the existence of service rules and their acceptance (usually at appointment time) by employee is very important.

Hence, the draft of SHINE Staff/Executives – “Code of Conduct & Discipline Rules” is being put up before the Competent Authority for perusal & approval for its introduction w. e. f.

SERVICE RULES FOR STAFFS / EXECUTIVES

These service rules shall be called the “(Code of Conduct & Discipline Rules for STAFFS)” Service Rules of the Organization hereinafter referred to Company, Employer or Management and shall be applicable to all the Staff/Executives of the organization.

1. Applicability

These rules will be called “Code of Conduct & Discipline Rules” for the Staff/Executives of the Shine Abdur Razzaque Ansari Institute of Health Education & Research and are applicable to all the Staff/Executives of SHINE attached either permanently or temporarily by the Organizations.

All the Staff/Executives are requested to familiarize themselves with the rules immediately upon appointment since their services will be governed and regulated by these rules in addition to statutory requirement besides other conditions which may be spelled out in individual appointment letters or contract of service or the settlements or the office orders.

2. Definition

In these rules, unless there is anything repugnant to the context, the following words would have the meaning as assigned to hereunder:-

- (i) "Employer" means Shine Abdur Razzaque Ansari Institute of Health Education & Research.
- (ii) Staff/Executives mean a person employed by the employer on managerial or executives' level.
- (iii) "Management" means any such executive or any other person as may be authorized or nominated by the organization from time to time.
- (iv) "Salary" for the purpose of these rules shall mean salary as fixed by the Management.
- (v) "Attendance" means presence of the employee concerned, at the time specified at the place or places of his duty where he is required to work for the Management. If an employee is not present at his place of work assigned to him which he is bound to do, then he shall not be treated as being present.
- (vi) "Habitual" means an act or omission which is repeated three times or more within a period of 12 months.
- (vii) "Family" means the employee, his spouse and unmarried dependent children living with.
- (viii) "Medical Certificate" means a certificate issued by the Registered Medical Practitioner.

Provided that, in case of doubt, the employer will have the right to get the employee concerned examined by a doctor appointed, nominated or approved by it.

3. Classification of Employee

Employees shall be classified into any of the following categories: -

(i) Permanent

The permanent employee is one who is employed against a permanent post on permanent basis, which included a probationary employee who has satisfactorily completed probationary period to the entire satisfaction of the Management and who has been confirmed by an order in writing. The employee will have to sign a letter of contract, the tenure of which may be one year or more, as decided by the Management.

(ii) Probationer

Probationer is an employee who is provisionally employed for a permanent post, declared as probationary by the Management and has not completed six month on the post. The probationary period of six months may be extended further at the sole discretion of the employer or may be dispensed with earlier either during the initial probation or the extended period of probation after the original probationary period or subsequently extended probationary period as the case may be, the Management shall issue an order to the employee in writing either extending the period of probation or terminating his service. Unless confirmed in writing, the employee will be deemed as a probationer after expiry of earlier initial or extended period of probation. Provided further, that if a permanent employee is employed as a probationary on any other post, he may at any time be reverted to his substantive/original post, during or after the probationary period and an order in writing to this effect will be given to the concerned employee.

(iii) Temporary

A temporary employee will include the following:-

- (a) A person who is appointed for a limited period mentioned in the appointment letter; or
- (b) A person who is appointed for work of an essentially temporary nature not intended to be carried on a permanent basis; or
- (c) A person employed in connection with the temporary increase in work of a permanent nature; or
- (d) A person employed to work provisionally for a limited period in a post till permanent arrangement for filling that post are made.

(iv) Retainership

It means the tenure of employment for a specified period of time and the employee is entitled to only the benefits specified in the contract of appointment subject to the prior approval of Management. Such contract employee shall not have any right to claim permanency or regularization of his employment in the organization after the expiry of the specified period. Unless terminated earlier by one month's notice or pay in lieu thereof, such appointment will automatically come to an end at the expiry of the specified period and no notice or any compensation will be payable.

4. Salary, Increment and revision in grade or salary scale

- (i) Salary reviews are done, and if indicated, increments will be awarded, based on his performance annually on the anniversary of the employee joining the organization.
- (ii) No employee will be entitled to annual or periodical increment as a matter of right but will depend upon the prosperity of the company and the future prospectus.
- (iii) Irrespective of the fact whether any scales of pay and increments have been prescribed or not, the employer on account of recession

or other sufficient reason, reserves the right to suspend, or postpone the increment to which an employee may be entitled in accordance the increment to which an employee may be entitled in accordance with the grade in respect of individual cases/categories of employee.

5. Transfer

Every employee is liable to be transferred from one post to another, one job to another, from one department to another without, however, affecting the total amount or wages/salary payable to the employee, exclusive or tips and incentive etc.

Provided further that the employee be transferred from one job to another, which he is capable of doing.

6. Identity Card, Token

The permanent employees shall be provided with an identity cum attendance punching card or other means of identification.

7. Record of age/Identity

Every employee will be required to declare his age and produce original birth certificate or school leaving certificate or Matriculation Certificate in support. Once the date of birth is recorded, it will not be permitted to be altered/changed. In case of doubt, the appointing authority shall establish the age of the employee, which shall be final and conclusive for all purposes concerning his employment including retirement.

8. Change of Address

All employees shall notify the Administration/Personnel or the appropriate department immediately if any change in their local/permanent address takes place, but not later than 3 days of such a change. A communication forwarded by the Management to the recorded address shall be regarding as sufficient compliance of the purpose for which the communication is addressed.

9. Leave entitlement

(i) Earned leave

- (a) Each officer/executive is entitled to Earned Leave of 21 days a year and these leaves are to be calculated beginning from the first day of the joining subject to qualifying period of 240 days attendance in a calendar year for availing of leave. Accumulation up to 120 days with encashment facilities at separation allowed. Persons joining in between the calendar year will be allowed pro-rata basis leave.
- (b) Leave for longer duration will be granted at time convenient to the employer and as may be decided by the Management, due consideration will be given, wherein possible, to the request of the employees.
- (c) Leave for longer duration can be refused on account of exigencies business/work. Similarly an employee who has already proceeded on leave can be recalled.
- (d) Before proceeding on leave, the employee must leave his contact address and telephone number with the employer.
- (e) Two persons in the same position cannot take leave at a time.
- (f) An employee must get the leave sanctioned. Mere submission of application for leave will not be deemed that the leave has been sanctioned.

(ii) Sick Leave

Each employee who is not covered under the Employee's State Insurance Act will be entitled upto 10 days as Sick Leave per year, from the date of joining, with full basic salary plus allowance except conveyance or off if being given. If the employee remains sick for more than 2 days, he must get a Medical Certificate from a Registered Medical Practitioner. Notwithstanding above, it will be prerogative of

the employer to get an employee medically examined by a doctor of its choice (in case of a female employee by a lady doctor) and the expense for such medical examination will be borne by the employer. The employee joining during the year will be entitled to such leave proportionately. Accumulation upto 60 days is allowed with no encashment provision.

(iii) Casual Leave

The employees will be entitled 7 days of casual leave in a calendar year with the provision of Pro-rata basis for STAFFS joining in between in calendar year.

10. Leave rules in general

All leaves will be allowed to employee subject to the exigencies of work.

- (i) Any employee who desires to obtain leave shall apply to the Employer in writing in proper form.
- (ii) Application for leave of absence for duration of less than three days must be made at least 48 hours prior to the time from which this leave is required, except on compassionate grounds.
- (iii) Application for leave of absence for a duration of more than one week shall be made at least 10 days in advance from the date from which the leave is required.
- (iv) Orders in writing shall be passed by the Employer within two days following the receipt of an application either refusing or sanctioning the leave of absence applied for provided that in case of an application leave of absence is of urgent nature, orders will be passed without delay.
- (v) A record shall be maintained of all leave of absence, which is sanctioned, in the personal sheet of each employee.

- (vi) In the event of the employee applying for an extension of the period of his leave, he shall make an application in writing 72 hours before the period of his originally sanctioned leave expires, and the employer shall on receipt of such application inform the employee in writing at the address recorded by him whether extension of leave applied for has been sanctioned, and if so, for how much period.
- (vii) An employee who absents himself for 15 consecutive days or overstays leave (including Sundays and holidays) beyond the period of leave originally granted or subsequently extended by eight consecutive days will be deemed to have lost his lien on his employment.
- (viii) Any employee suffering from a contagious or infectious disease shall, on the advice of a doctor nominated by the Management, be sent on compulsory leave. If any leave is due to him under these Service Rules, the same shall be adjusted, and if no leave is due, the compulsory leave shall be treated as leave without pay.
- (ix) Mere submission of application of leave or applying for its extension will not be deemed that leave has been sanctioned unless it is confirmed in writing.

11. Holidays

In a calendar year, employees will be entitled to 12 days General/optional including National Holidays.

12. Abandonment of Service

- (i) In the event of an employee remaining absent in excess of the period of leave originally granted or subsequently extended he shall lose his her lien on his/her appointment unless (a) he/she returns within eight days of the expiry of the period of leave and (ii) gives explanation to the Management, of his/he inabilities to return immediately after expiry of the leave period.

- (ii) An Officer/executive remaining absent without leave for a period exceeding eight days (including holidays or weekly off. etc.) at a stretch shall be deemed to have abandoned the service. In case an officer abandons his/her service or is deemed to have abandoned his/her services, it shall be treated as resignation from the service of the company. If, however, the said workman returns within 15 days and gives an acceptable explanation for his/her absence to the Management the absence of the said employee may be excused and he may be re-employed in his/her post without continuity of service, entirely at the discretion of the Management and the employee shall have no right to any claim or challenge the discretion of the Management in this regard.

13. Termination of employment

- (i) Except as provided specifically in the contract of service, the Employer may terminate the services of an employee after giving one month's notice in writing or on payment of salary in lieu thereof. The Management reserves the right in requiring employee to work and not relieving him during the notice period. In case of services of temporaries/casuals/retained no notice is required, if the service is terminated before the expiry of the period, subject to the provisions of statutes. The employer may terminate the services of an employee who is on probation without giving one month's notice or salary in lieu thereof.
- (ii) The employment of a permanent employee shall be liable for termination on the amongst other grounds:-
- (a) Insanity, senility, physical infirmity contagious or infectious diseases, continued ill health, unfitness for employment with the Employer as declared by the Employer's doctor or for loss of confidence,
 - (b) Conviction in a criminal case,

- (c) Engaging in any vocation without the written permission of the Management or found to have been working elsewhere during the period of leave, in case the employee is on full time contract with the Management,
 - (d) Loss of confidence by the Employer in an employee due to leakage of information or propaganda against the Management,
 - (e) Insolvency,
- (iii) An order relating to discharge or termination of service shall be in writing and shall be signed by the Employer/Management and copy thereof shall be supplied to the employee concerned. In case of general retrenchment on closing down of office, no such order will be given to individual employees,
- (iv) If an employee intends to leave the service, he shall give one month's notice of his intention to do so in writing to the Employer or may if he wants to be relieved earlier, surrender in lieu thereof wages of one month, at the discretion of the Management, but if the exigencies of the work so require, the Employer may refuse to relieve him earlier than the entire period of notice. The Employer also reserves the right to accept the resignation with immediate effect subject to payment in lieu thereof,
- (v) No notice or wages in lieu of notice shall be necessary, if the services of an employee are dispensed with for misconduct,
- (vi) Employees other than those who have service bonds to serve the Employer for a specified period, who wish to leave the Employer's service, will be required to give the Employer notice as per the terms of Appointment.

14. Employee on termination to give account of the Employer's Property:-

- (i) On termination/resignation of his service, an employee shall give a proper account of all identity cards, clothing, reports and records, papers, books, tools, instruments and other property of the Employer in his possession, custody or charges before the last payment of outstanding wages. The value of all shortages and/or damages to the Employer's tools, instruments, and other property in the employee's possession, custody or charge shall be recoverable from him and without prejudice to any other mode or recovery, may be recovered by adjustment against whatever dues are payable to him.
- (ii) Employee will be required to compensate the Employer for all losses/damages caused by him to the Employer's official premises and all movable property therein.
- (iii) Failure to comply with all or any of the above provisions shall entitle the Employer to withhold the employee's dues to make appropriate deductions there from and to take such other action as may be deemed fit, which also includes the initiation of legal proceedings in the Court of law.

15. Acts of misconduct

Without prejudice to the general meaning of the terms of misconduct, the following acts and/or omissions, which are illustrative, shall be treated serious misconducts:

- (i) Willful slowing down in performance of work or abetment or instigation thereof or fasting with an explicit view to influencing the employer's decisions.
- (ii) Going on or participating in all illegal strike or abetting for the same.
- (iii) Theft, fraud, breach of trust, or dishonesty by misappropriation of funds in connection with or damage to the Employer's

business or property of another employee/officer within the work premises.

- (iv) Non-observance of safety measures or failure to use safety appliances like helmets, seatbelts, etc. or interference with safety devices or firefighting equipment or disobedience of a safety instruction by the superior.
- (v) Carrying employer's goods, files or office documents to the house/home or any other place outside the work premises without prior permission in writing of the Employer.
- (vi) Unauthorized use of any of the Employer's facility/equipment or any other thing for personal use.
- (vii) Leaking any information relating to official matters to outsiders, as they are confidential.
- (viii) Giving false information regarding one's name, father's name/husband's name, date of birth, qualifications, details of previous service/salary particulars, address, etc. at the time of securing employment or thereafter.
- (ix) Habitual late attendance and/or absence without leave and/or late attendance on more than three occasions within a month or similar omissions of leaving the premises before time.
- (x) Assaulting, abusing or intimidating any employee of the Employer either within the premises or at any other place.
- (xi) Demanding, taking or giving bribes/gifts or any illegal gratification or indulging in any corrupt practice and/or lending or borrowing money to and from subordinate employees.
- (xii) Carrying on directly or indirectly or benami-transactions in the office premises.
- (a) Money lending business and/or

- (b) Other private business without the written permission of the Management or having private financial dealings with persons or firms, etc., having business relations with the Employer for the sale and purchase of any materials, equipments or supply of labour, if any, or for any other purpose.
- (xiii) Holding meetings within the work premises or any other premises owned by the Employer without the previous written permission of the Management.
- (xiv) Habitual neglect of work or negligence in work.
- (xv) Refusal to work on a job or a mission, which does not call for any additional skill or experience and can be done by the employee/officer without adversely affecting his service conditions.
- (xvi) Obtaining or attempting to obtain leave of absence on false pretext.
- (xvii) Attempting to obtain any benefit under false pretext or by making false statements.
- (xviii) Bringing or possessing or using alcoholic drinks, charas, bhang, ganja, within the Employer's premises or reporting for work while under the influence of alcoholic drinks, drugs or narcotics.
- (xix) Refusal to accept a charge sheet, an order or any other communication from the Management either in person by post or through courier.
- (xx) Publication of any article relating to the work of the Employer without obtaining prior written permission of the Employer.
- (xxi) Handling or attempting to handle any machine, equipment, apparatus or vehicle not entrusted to the charge of the employee.

- (xxii) Interfering in the work of other employees and/or the Management.
- (xxiii) Habitual breach or gross and/or deliberate violation of the service rules and internal regulations.
- (xiv) Doing private or personal work within the work premises without the previous permission of the Management.
- (xxv) Refusal to work on holidays or on off days when required to do so, refusal to work overtime, in the exigencies of Employer's business/work not withstanding any statutory provisions.
- (xxvi) Refusing to undergo training as and when required by the Management.
- (xxvii) Photo or otherwise copying and taking the extracts of official documents with a view to keeping/storing them at home or to maintain files at home will be considered breach of trust.
- (xxviii) It is considered breach of trust if one employee comes to know about the breach of trust done by another staff member, and if this matter is not disclosed immediately to the Management.
- (xxix) Breach of confidentiality or a loss of confidence by any act against the interests of Management or organization.
- (xxx) Striking work or adopting go-slow methods, either strongly or along with others is contravention of these service rules or any statute, law, agreement, memorandum of settlement agreed from time to time and for the time being in force.
- (xxxi) Inciting, whilst on the premises of the Employer, any employee or employees to strike work or adopt go-slow methods.
- (xxxii) Drunkenness, fighting, riotous, indecent or disorderly behavior or conduct likely to cause breach of peace or conduct endangering the life or safety of any other person.

- (xxxiii) Any act subversive of discipline and efficiency and any act involving moral turpitude committed within the premises of the Employer, and outside if the same has bearing on the services of the employee.
- (xxxiv) Indiscipline or breach of any rules or instructions for the maintenance and or instructions for the running of any department or maintaining its cleanliness.
- (xxxv) Distributing or exhibiting inside the premises of the Employer any newspaper, and bill(s), pamphlets or poster(s) without the previous written sanction of the Management.
- (xxxvi) Threatening or intimidating any employee within the premises of the Employer or outside concerning matters relating the to the Employer.
- (xxxvii) Gambling or playing cards, etc. within the premises of the Employer.
- (xxxviii)Knitting, gossiping within the premises of the Employer.
- (xxxix) Sleeping or dozing whilst on duty.
- (xl) Resorting to picketing, hunger strike against any officer whether within the premises of the Employer or outside it relating to the matters concerning the Employer.
- (xli) Absence from place of work without the permission of the departmental head.
- (xlii) Theft of property belonging to other employees inside the premises of the Employer.
- (xliii) Interference, tampering with records, attendance register, etc., either pertaining to himself/herself or to any other employee.
- (xliv) Willful non-cooperation with fellow employee for proper discharge of duty at any time.

- (xlv) Giving interview to press, radio, television without the permission of the Management.
- (xlvi) Loitering, idling or wasting time during working hours or staying within the premises of the Employer after authorized hours of work without permission.
- (xlvii) Not wearing the complete uniform provided by the Management, if any, during working hours or wearing the uniform improperly while on duty.
- (xlviii) Eve-teasing or sexual harassment in the premises of the Employer, if any.

Any other act or omission subversive of discipline or prejudicial to the interest of the Company/Organization.

16. Punishment for misconduct

If the employer is convinced that an employee is guilty of committing any misconduct/s, the following punishments may be imposed upon him/her :-

- (i) Suspension without pay for a period not exceeding one month.
- (ii) Demotion.
- (iii) Reduction of increments.
- (iv) Stoppage of increments.
- (v) Discharge
- (vi) Dismissal

17. Complaint and grievance procedure

- (i) All grievances/complaints about salary, payment, leave, transfer, promotion, demotion, seniority, work assignment and reasonable orders, working conditions and interpretation of service agreement, etc., shall be made by the employee directly to the Employer.

- (ii) All such complaints/grievances will be settled/responded to as soon as possible but in any case not later than 20 days from the date the grievance is reported.
- (iii) If a grievance arises out of an order given by an employer, the said order shall be compiled with before the employee concerned invokes the procedure laid on for redressal of grievance. If, however, there is a time lag between the issue of order nevertheless must be compiled within the due date.
- (iv) If it is necessary for any employee to leave the office during working hours on call from the line manger, necessary permission of his superior shall be obtained.
- (v) If, however, there is any complaint against any individual member of the Staff/Executives who is at the same level as the employee designated to handle the grievance, the employee may take up his grievance with the member at the next higher level, i.e., line manager.
- (vi) In case of any grievance arising out of charge sheet, suspension order, discharge or dismissal of an employee, the above mentioned procedure shall not apply. Instead the discharged or dismissed employee shall have the right to appeal to the Management requesting for review or revision of the order within a week from the date of dismissal or discharge.

18. Resignation

Any employee, who wishes to resign from service of the Employer, shall give the Employer notice for the period as mentioned/specified in the letter of contract and shall duly serve the Employer during the said period. The employer may at his sole discretion accept the employee's resignation with immediate effect and waive the notice period and may give notice pay in lieu of the same.

19. Secrecy

No employee shall take any papers, books, drawings, files, photographs, instruments, apparatus, documents or any other property of the office out of the work premises except with the written permission of the Management, nor shall he in any way pass or cause to be passed, disclose or cause to be disclosed any information or matter concerning the work nor an other confidential documents of the office to any unauthorized person or outsider or to an employee under suspension without the written permission of the Management.

20. Exclusive Service

An employee shall not at any time, work against the interest of the office at which he is employed and shall not take any employment or assignment or business in addition to his job in the establishment, in case the employee is on full time contract.

Service Certificate: Each employee on written request should be issued with a service certificate at the time of leaving the services of the company.

21. Certificate on cessation of service

Every employee shall be entitled to a service certificate after cessation of his employment.

22. Fitness for work

The Management reserves the right to test any workman by sending him/her to the medical officer for his/her fitness to hold a post at any time with or without notice. However, transfer or demote him/her will be taken on the recommendation of the Medical Officer alone. For that purpose, the employee will be subjected to further medical examination before an independent

Medical Board whose recommendations will be considered in such a case. The expenditure on this medical examination will be borne by the Management under Periodical Medical Check-up.

23. Retirement

An employee will retire on attaining the age of 62 years. But the company may at its sole discretion offer an extension in any form as it deems proper.

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