

(AUTHORITATIVE ENGLISH TEXT OF THIS DEPARTMENT NOTIFICATION
NO.HEALTH-A(3)-6/2011, Dated 13-5-2011 AS REQUIRED
UNDER CLAUSE 3 OF ARTICLE 348 OF THE CONSTITUTION OF INDIA)

GOVERNMENT OF HIMACHAL PRADESH
DEPARTMENT OF HEALTH AND FAMILY WELFARE

No.Health-A-A(3)-6/2011 . Dated, Shimla-2, the 13-5-2011.

NOTIFICATION

In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with H.P. Public Service Commission, is pleased to make the following Rules further to amend the H.P. Department of Health and Family Welfare, Trained Dai, Class-IV(Non Gazetted) Recruitment and Promotion Rules, 1998 notified vide this Department Notification No.Health-A(3)-50/96 dated 31-10-1998, namely:-

Short title and
Commencement

1. (1) These rules may be called the Himachal Pradesh Department of Health & Family Welfare Trained Dai, Class-IV (Non Gazetted) Recruitment and Promotion (First Amendment) Rules, 2011

(2) These rules shall come into force from the date of publication in Rajpatra Himachal Pradesh

Amendment of
Annexure-Ka

In Annexure-ka to the Himachal Pradesh Department of Health & Family Welfare Trained Dai, Class-IV (Non Gazetted) Recruitment and Promotion Rules, 1998:-

(a) For the existing title of Column No.4 the following shall be substituted, namely:-

(i) Scale of Pay for regular incumbents:

Rs.4900- 10680 + 1650 Grade Pay.

Emoluments for Contract Employees.

(ii) Rs.6550/-P.M as per details given in Col. No.15-A

(b) For the existing title of Column No.10 the following shall be substituted, namely:-

“Method of recruitment”-whether by direct recruitment or by promotion, deputation, transfer and the percentage of posts to be filled in by various methods”

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(c) For the existing provision against Column No.10, the following shall be substituted, namely:-

100% by direct recruitment on a regular basis or by recruitment on contract basis as the case may be. The contract employees will get emoluments as given in Col. 15-A and will be governed by service conditions as specified in the said column.

(d) Below the existing provision against Column No.11 the following shall be added :-

Provided further that for the purpose of promotion every employee shall have to serve at least one term in the Tribal/Difficult areas subject to adequate number of post(s) available in such area:

Provided further that the proviso supra shall not be applicable in the case of those employees who have five years or less service, left for superannuation.

Provided further that Officers/Officials who have not served atleast one tenure in Tribal/difficult area shall be transferred to such area strictly in accordance with his/her seniority in the respective cadre.

Explanation I :- For the purpose of proviso I supra the "term" in Tribal/Difficult areas shall mean normally three years or less period of posting in such areas keeping in view the administrative requirements and performance of the employee.

Explanation II :- For the purpose of proviso I supra the Tribal/Difficult Areas shall be as under :

1. District Lahaul Spiti
2. Pangi and Bharmour Sub Division of Chamba District.
3. Dodra Kwar Area of Kohru Sub-Division.
4. Pandrah Bis Pargana, Munish Darkali and Gram Panchayat Kashapat, Gram Panchayats of Rampur Tehsil of District Shimla.
5. Pandrah Bis Pargana of Kullu District.
6. Bara Bhangal Area of Baijnath Sub Division of Kangra District.
7. District Kinnaur.
8. Kathwar and Karga Patwar Circles of Kamrau Sub Tehsil, Bhaladh Bhaiona and Sangna Patwar Circles of Renukaji Tehsil and Kota Pab Patwar Circle of Shillai Tehsil, in Sirmour District.

(e) For the existing provision against column No.14, the following shall be substituted, namely:-

"A candidate for appointment in any service or post must be a citizen of India".

(f) After column No. 15, a new column No.15-A shall be inserted as under:-

15-A Selection for appointment to the post by contract appointment. Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below :-

D) Concept:-

(a) Under this policy, the Trained Dai in the Health department will be engaged on contract basis initially for one year which may be extendable on year to year basis:

Provided that for extension/renewal of contract period on year to year basis the concerned CMO shall issue a certificate that the service and conduct of the contract appointee is satisfactory during the year and only then his period of contract is to be renewed / extended.

(b) POST FALLS OUT OF THE PURVIEW OF HP SSSB :-

The concerned CMO after obtaining the approval of the Government through DHS to fill up the post on contract basis will advertise the details of the vacant posts in at least two leading newspapers and invite applications from candidates having the prescribed qualification and fulfilling the other eligibility conditions as prescribed in these Rules.

(c) Selection will be made in accordance with the eligibility prescribed in these Rules.

II CONTRACTUAL EMOLUMENTS :

The Trained Dai appointed on contract basis will be paid consolidated contractual amount @ Rs.6550/- P.M. (which shall be equal to initial of the pay band +Grade pay). An amount of Rs.200/- (3% of the minimum pay band+grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

III. Appointing /Disciplinary authority

Concerned CMO will be appointing and disciplinary authority.

IV. Selection process

Selection for appointment to the posts in the case of contract appointment will be made on the basis of viva -voce test or if consider necessary or expedient by a written test or practical test, the standard/ syllabus etc. of which will be determined by the recruiting authority i.e. concerned CMO.

V. COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS :-

As may be constituted by the concerned recruiting authority i.e. concerned CMO from time to time.

VI Agreement

After selection of a candidate he/she has to sign an agreement as per Annexure-B appended to these Rules.

VII Terms and Conditions:

TERMS AND CONDITION

(a) The contract appointee will be paid fixed contractual amount @ 6550/- per month (which shall be equal to initial of the pay band + Grade pay). The contract appointee will be

entitled for increase in contractual amount @ Rs.200/- (3% of minimum of the pay band + grade pay of the post) for further extended years and no other allied benefits such as senior/ selection scales etc. will be given

- (b) The service of the Contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found satisfactory.
- (c) Contractual appointee will be entitled for one day casual leave after putting one month service. This leave can be accumulated upto one year. No leave of any other kind is admissible to the contract appointee. He/she will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.
- (d) Unauthorised absence from the institutions without the approval of the controlling Officer shall automatically lead to the termination of the contract. Contract appointee shall not be entitled for any contractual amount for the period of absence from duty.
- (e) An official appointed on contract basis who have completed five years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds
- (f) Selected candidate will have to submit a certificate of his/her fitness from a Government /Registered Medical Practitioner. The women candidates pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical Officer / Practitioner.
- (g) Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular official at the minimum of pay scale.
- (h) Provisions of service rules like FR, SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointee. They will be entitled for emoluments etc. as detailed in this Column.

By Order

Pr. Secretary (Health) to the
Govt. of Himachal Pradesh.

Endst. No. Health-A-A(3)6/2011

Dated: 13-5-2011

1. All the Administrative Secretaries to the Govt. of H.P. Shimla-2.
2. The Accountant General (Audit), H.P. Shimla-3.
3. The Secretary, H.P. Public service Commission, Shimla-2.
4. The Controller, H.P. Printing & Stationery Dept. Shimla-5 for publication in Extra Ordinary Rajpara.
5. The ALR-cum-Under Secretary (Law) to the Govt. of H.P. Shimla-2
6. The Director of Health services, H.P. Shimla-9.

Annexure-B

Form of contract/agreement to be executed between the _____ & the Government of Himachal Pradesh through concerned Chief Medical Officer of Health & Family Welfare Department.

This agreement is made on this.....day of...in the year.....Between Sl/SmtS/o/D/oShri.....R/o....., contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through the concerned Chief Medical Officer of Health & Family Welfare Department, Himachal Pradesh (here-in-after called the SECOND PARTY).

Whereas, the SECOND PARTY has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a..... (name of post) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as a (Name of the post) for a period of one year commencing on day of.....and ending on the day of..... It is specifically mentioned and agreed upon by both the parties that the contract of the..... FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on And information notice shall not be necessary:

Provided that for extension/renewal of contract period on year to year basis the concerned CMO shall issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then his period of contract is to be renewed/extended.

2. The contractual amount of the FIRST PARTY will be Rs...../- per month.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed/posted against the vacancy for which the first party was engaged on contract.
4. Contractual..... (name of the post) will be entitled for one day casual leave after putting in one month service. This leave can be accumulated upto one year. No leave of any kind is admissible to the contractual..... (name of the post) He will not be entitled for Medical Reimbursement and LTC etc. Only maternity leave will be given as per Rules.
5. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. A contractual..... (name of the post) will not be entitled for contractual amount for the period of absence from duty.
6. An official appointed on contract basis who have completed five years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnant beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/ practitioner.
8. Contract appointee shall be entitled to TA/DA if required to go on tour in connection with his official duties at the same rate as applicable to regular counter-part official at the minimum of the pay scale.

9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to the contractual appointee (s).

IN WITNESS the FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first, above written.

IN THE PRESENCE OF WITNESS:

1.
.....
.....
(Name and Full Address)

(signature of the FIRST PARTY)

2.
.....
.....
(Name and Full Address)

IN THE PRESENCE OF WITNESS:

1.
.....
.....
(Name and Full Address)

(signature of the SECOND PARTY)

2.
.....
.....
(Name and Full Address)

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