

Father Muller Charitable Institutions

Kankanady, Mangalore - 575 002.

RULES AND REGULATIONS OF SERVICE

2011

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INTRODUCTION

What was started as a small Homoeopathic Poor Dispensary in 1880 by the well-known German Philanthropist and Social Worker, Rev Fr Augustus Muller, S.J. with the object of providing medical relief to the poor by supplying genuine homoeopathic medicines at low cost or no cost at all has, over the years, grown into a complex of service Institutions including Father Muller Medical College and Hospital, Father Muller Homoeopathic Medical College Hospital, Father Muller College of Nursing, St. Joseph's Leprosy Unit, Rehabilitation Centre for physically disabled and Homoeopathic Manufacturing and Dispensing Department run by charitable agency registered as Father Muller Charitable Institutions under the Societies Registration Act of 1860 with Sl. No.1 of 1960.

With the passage of time and changed circumstances in organizational environment in the Institutions have necessitated a modification of the Rules and Regulations of Service as codified and revised in 1959, 1965, 1979, 1996, 2004. They are further revised and called 'Revised Rules and Regulations of Service - 2011'.

1. SCOPE AND APPLICABILITY:

- a) These Service Rules and Regulations shall come into force from 01.01.2011 and shall apply to all Non-teaching personnel employed by Father Muller Charitable Institutions, Mangalore and supercede the Revised Service Code which has been in operation since 01.09.2004 and other Rules and Regulations of Service subsequently put into practice.
- b) If conditions agreed upon in a contract/appointment order of an employee overlap or conflict in any manner whatsoever with any of the provisions of these Rules and Regulations of Service, terms and conditions as set out in the acceptance/contract/employment letter of the individual employee will be final and binding.
- c) Conditions which are not mentioned in the individual contract/appointment order, but which are set out in these Rules and Regulations are automatically binding.
- d) Contract of service entered into by an employee of the Institutions prior to the coming into effect of these Rules and Regulations shall be deemed to have been entered into by them under these Rules and Regulations of Service and no separate consent of individual employee will be necessary.

2. AMENDMENTS AND MODIFICATIONS:

- a) Notwithstanding anything contained in these Rules and Regulations or in any order previously issued, the Management can move for amendments, modifications, supercession or suspension, if any, of the provisions of these Rules and Regulations of Service for the smooth functioning of the Institution.
- b) No modifications or amendments shall be made within six months from the previous amendment or modification.

3. PUBLICATION AND INTERPRETATION:

- a) These Rules and Regulations of Service will be printed in English & Kannada and a printed copy will be provided to each employee in service and those to be employed in future.
- b) Any modifications or amendments made from time to time and any notices or orders or instructions issued under these Rules and Regulations will be posted in English and Kannada on the notice boards of the Institutions.
- c) In normal circumstances the interpretation given by the Employer or any other person deputed in this behalf shall prevail.
- d) In any dispute regarding the interpretation of these Rules and Regulations of Service, the English text alone shall be considered to be authentic.

4. DEFINITIONS:

In these Rules and Regulations, unless there is anything repugnant to the subject or context:

- a) **'Institutions/Hospital/Institution'** means Father Muller Charitable Institutions, Kankanady, Mangalore, a group of Institutions which are run by the Father Muller Charitable Society registered under the Societies Registration Act with Sl. No. 1 of 1960.
- b) **'Management'** means the Director and the Administrators of the Institutions and any person to whom these powers are delegated by the Employer.
- c) **'Employer'** means the Director who is appointed by the Bishop of the Diocese of Mangalore (Ex-Officio President, 'Father Muller Charitable Institutions' a Society registered under the Karnataka Societies Registration Act 1960) as the Chief Executive of the Institutions or any other person or persons authorized by the Director who is entrusted with the affairs of managing the Institutions on his behalf.
- d) **'Employee'** means any person engaged by the Employer through a written order to do any work, either skilled, semi-skilled, technical, supervisory, managerial or other tasks in any section or department of the Institutions, for hire or reward and given a payment, but does not include:

- i) any person engaged by or through a contractor even though working within the premises of the Institutions.
- ii) any person whose services are temporarily loaned to the Institutions by any agency, association, congregation or Institution on some agreed upon conditions.
- iii) students or learners or persons serving their internship period or getting on the job training.
- iv) any person doing gratuitous work.
- e) 'Technical Staff' appointed under the Teaching category will follow the timings of the non-teaching staff & will be eligible for leave facilities of the Non-teaching staff of the Institution.
- f) Words importing the masculine gender include the feminine.
- g) Words importing singular include the plural and vice-versa.

5. CLASSIFICATION OF EMPLOYEES:

Employees shall be classified as :

- | | |
|--------------------------------|-----------------|
| a) Permanent | b) Probationary |
| c) Trainee | d) Casual |
| e) Temporary | f) Substitute |
| g) Religious | h) Part-time |
| i) Contract / Term appointment | |

- 5. a) '**Permanent Employee**' is a person who, after successful completion of his period of probation has been confirmed on a permanent basis in his post through a confirmation letter from the Employer.
- b) '**Probationary Employee**' is a person who is provisionally employed in a permanent vacancy and has not been confirmed on a permanent basis through a letter of confirmation before the expiry of the probationary period. Ordinarily, every newly appointed person will be appointed on probation for a period of six months during which period his performance and conduct will be appraised through methods deemed fit by the Management. If satisfactory performance and conduct is not shown during the initial period of probation, either his service will be discontinued without issuing any notice or compensation to him or the period of probation would be extended by further period not exceeding six months. However the maximum period of probation shall not exceed one year.
- c) '**Trainee**' is a person who is so appointed and who will be provided training in the areas stipulated. Stipend may or may not be given. Only on satisfactory completion of training he/she may be employed depending upon availability of vacancy.

- d) **'Casual Employee'** is a person whose employment is of an occasional or casual nature, and engaged on daily wages or for a short duration, which may exceed in no case ten weeks at a time.
- e) **'Temporary Employee'** is a person who has been appointed for a limited period, for work essentially temporary in nature, or who is employed temporarily as an additional employee in a leave vacancy or in connection with temporary increase in work and who has received a temporary appointment letter from the Employer.
- f) **'Substitute Employee'** is a person who is appointed as a substitute in the post of a permanent employee who is temporarily absent from work.
- g) **'Religious Employee'** is a member of any Religious Congregation rendering service in the Institutions as per the agreement between his Superior and the Employer.
- h) **'Part-time Employee'** is a person who is appointed for work on a part-time basis for less than four hours a day.
- i) **'Contract/term appointment Employee'** is a person appointed on contractual/term appointment for a specified period.

NOTE: Employees covered under Sub Rule 5 c, d, e, f, g, h and i are not entitled to benefits provided to a Probationer/permanent employee unless specifically provided in the letter of contract/appointment/engagement.

6. EMPLOYMENT:

1. Appointment

- a) Persons seeking employment in the Institution shall apply in writing along with the school/college certificate, proof of age (T.C./school leaving certificate, Voter I.D./Ration Card) and reference letter from previous employer, if any.

In case where there is no documentary proof of age, the person concerned shall have to submit a sworn declaration/affidavit declaring his date of birth and the same will be final and binding.

- i. Persons below the age of 18 years and ordinarily above 50 will not be considered for appointment.
- ii. Ordinarily, two persons, related to each other and belonging to one family, will not be appointed.
- b) All appointments made are subject to the condition that the particulars furnished at the time of recruitment are true, and if the said particulars are

proved to be false at any later date the appointment order would be considered null and void.

- c) All appointments are subject to the applicant being declared medically fit for work by the Staff Medical Officer of the Institutions.
- d) Appointments shall be made only through a written order signed by the Employer stating therein the classification and/or category in which the person concerned is appointed with further description of special conditions of service and/or job description, particulars with regard to the emoluments, benefits he is entitled to etc. Further, a copy of these Rules and Regulations of Service, either in English or in Kannada as the need may be, shall also be provided to the appointee.
- e) All Staff placed on probation will be initially appointed for a period of six months during which period their performance will be appraised through methods deemed fit by the Management including monthly confidential reports from the sectional or departmental heads. If satisfactory standard of performance and conduct is not achieved by the employee during the period of probation, either the period of probation shall be extended for a further period not exceeding six months at the discretion of the Management, or the services may be discontinued. However, in any case the period of probation will not exceed one year.

- f) All employees who have satisfactorily completed their period of initial or extended period of probation shall be confirmed on a permanent basis in writing by the Employer and will be fixed on a regular time scale of pay.
- g) The employment of a substitute, temporary, casual, contract/term employee or trainee may be terminated by the Employer without any notice or any payment in lieu of notice, unless provided otherwise in specific agreement with the employee.
- h) If an employee remains continuously absent for a period of ten days or remains absent beyond the period of leave originally granted or subsequently extended and continuously remains absent for a period of ten days without prior information, he shall be deemed to have resigned from his service in the Institutions after the expiry of the said ten days.
- i) If an employee is convicted by a criminal court for an offence involving moral turpitude or criminal offence, his service will be terminated by the Management of the Institutions without any notice or compensation.

II. Increments

- a) Regular annual increments specified in the time scale of pay shall normally be automatic but without prejudice to the right of management to withhold

the same for a certain period to be specified as a form of penalization for inefficiency, misdemeanour, misconduct or due to revision of pay scale in that year.

- b) The Management reserves the right to grant additional increments to the employees for having acquired higher academic qualifications useful for the performance of the day to day work in the Institutions or for outstanding performance of work in the Institutions.
- c) When the initial pay of an employee has to be fixed in a different scale consequent to the revision of pay scale or promotion, such initial pay will be fixed at the next higher stage above the pay he is drawing at the time in the existing scale, making allowance for increments due to the employee in the existing scale.
- d) The annual increments of all the employees will fall due on 1st of January every year, except in case where persons are appointed through a specific contract or agreement signed by the Employer and the employee concerned. In case of persons confirmed during the year, they should put in a minimum of 9 months service without any break to be eligible for annual increment.
- e) It shall be the exclusive prerogative of the Management to decide the number of posts under various cadres and also the mode of filling up any

vacant post. If, however, any such vacancies are to be filled up, preference may be given to an employee in service consistent with his qualification, efficiency and seniority.

III. Transfers

- a) Employees are liable to be transferred from one department/section/unit of the Institution to another as per the discretion of the Management or whenever the exigencies of service demand such a transfer. All such transfers will be made through prior written orders along with new job description, if needed, except in case of urgency. A transfer will not ordinarily cause any prejudice to the employee's salary or any benefits, except to the effect that benefits or special allowances exclusively meant to cover up risk or special working conditions of the department concerned will be withdrawn or added as per the situation.
- b) Changes in the assigned duties or assigning new duties in the same cadre, will not constitute a transfer as long as the employee has to work in the department.

IV. Retirement

All employees shall retire from service in accordance with the following provisions:

- a) '*Superannuation*': Employees shall retire from service on attaining the age of 55 years.

Re-employment after retirement is entirely at the discretion of the Management and shall not be considered or counted as part of regular service for any benefits.

- b) On advice from the Staff Medical Officer to whom such cases are referred by the Employer, employees known to be suffering from diseases like epilepsy, insanity and physical incapacity shall be required to retire from service irrespective of their age.

Any infirmity which hereafter manifests or aggravates will be considered as 'physical incapacity' for the purpose of this clause.

V. Resignation

- a) Any employee of the Institutions desirous of leaving the service shall give one working month's notice in writing to the Management or shall pay/forfeit one month's pay in lieu of notice period, unless he has a specific agreement providing for a longer or shorter notice.
- b) No resignation is complete without being accepted in writing by the Management.
- c) Permitting the withdrawal of resignation already accepted is exclusively at the discretion of the Management.
- d) Any leave to the credit of the employee cannot be adjusted towards the period of notice of resignation.

- e) No leave other than Casual Leave shall be granted to an employee once notice of resignation is given by him.

VI. Service Certificate

All employees who are confirmed in service only will be entitled to a Service Certificate on being relieved off his services and on completion of 'No Dues.' Service Certificate may also be issued at the discretion of the Management at any time during service, provided the reason for such certificate is stated and such reason shall be mentioned in the Service Certificate to be issued.

VII. Exclusive Service

No employee of the Institutions shall work for any other employer/entity in whatsoever manner without written permission of the Employer. Knowledge of such engagement elsewhere shall be sufficient ground for his termination from the service of the Institutions.

7. HOURS OF WORK:

- a) All employees are required to work for a minimum of six days a week and eight hours a day, inclusive of 15 minutes tea-break twice a day, but exclusive of time for meals.

The duty hours in the different departments/ sections of the Institutions are to be followed as per rules and changes brought about for the smooth running

of the Institutions. The employees are required to work on day duty/night duty/shift duty/call duty/break duty in accordance with the need of the Institutions.

- b) Employees who are required to make themselves available for work at a place provided for in the Institutions from 5.30 p.m. to 8.30 a.m. the following day shall be said as on 'call duty'. Such employees shall be on regular duty for 4 hours from 8.30 a.m. to 12.30 noon.

Ordinarily the period of 'call duty' shall not exceed one week at a time.

- c) The spread over of duty for the day shall not be more than 12 hours except where specified.
- d) Departments which work on Sunday and holidays should adjust the 'off duty' on any working day of the week with permission of the Head of the Department.
- e) Off duty should be taken within 15 days from date when one has actually worked & not beyond.

8. ATTENDANCE:

- a) Employees shall mark their attendance in their respective attendance registers, maintained in the Administrative Office or at the Departmental/Sectional Office. Separate muster rolls will be maintained for those Departments/Sections in the case of illiterate employees.

- b) On arrival for duty the employees shall initial their names against the appropriate date and session in their respective attendance registers. If an employee does not sign in within the time fixed, 'L' mark or a red dot will be marked by the authorized person. Three 'L' marks/red dots will result in deduction of half day CL/LWP.
- c) No employee reporting half an hour later from the time fixed for commencement of duty in the Department/Section will be allowed to attend duty during that session unless given permission by the Department Head concerned, in consultation with Administrator concerned or the HR Manager.
- d) Employees coming for duty late but within half an hour will be allowed to attend duty only after getting written consent of the Administrator concerned or any other person authorized and the time of arrival will be noted below their initials. If the total period of late coming exceeds half an hour a month, the salary for the month will be deducted proportionate to the hours of late coming.
- e) All employees are expected to be at their appointed place of work throughout their duty timings. They should finish their respective work for the session and emergency work, if any, before leaving their duty place.

- f) Employees on shift duties shall leave their place of duty only after they are relieved by the respective employee on the next shift and after reporting to their Departmental/Sectional Head.

On being relieved, he shall communicate to the respective employee coming on duty any special instructions with regard to the respective Ward/Section/Department, necessary for smooth continuation of work.

- g) Two 15 minutes tea break everyday are allowed for all employees. However they shall inform the HOD or In-charge of the Department/Ward/Section at the time of leaving on tea break as well as at the time of resumption of duty. No employee shall be allowed to leave the premises of the Institutions during the tea break.
- h) Any employee found absent from his place of work during working hours without prior permission of the Head of the Department/Section or as provided for herein above, is liable to be treated as absent for that particular length of time.
- i) Registers/log books for all staff going outside the office/premises of the Institutions are being maintained in the respective Colleges/HRD. Staff who have to leave the office on official duty or otherwise will have to fill in the details in this book

after due permission from the Authorities concerned..

9. PERSONAL SEARCH:

All employees, entering or leaving the Institutions' premises at any time, are liable to be searched by the guards at the gate or by any other person authorized by the Employer for the purpose. This search may be carried out at the work place also, if required.

10. STANDARD OF CONDUCT & DISCIPLINE:

- a) Employees of the Institutions, at all times, have to maintain high standard of conduct and shall always behave in a sober manner, tempered with kindness, friendliness and understanding with all patients and fellow workers. They are to refrain from gossiping, loud talking or any other activity that could be disturbing to the patients or co-workers.

Employees shall never use their mobile at work place for personal communications.

- b) Employees should always be neatly dressed in clean clothes while on duty. Employees who have been provided with uniforms and tools according to the nature of their work, must wear them or use them only while on duty.

- c) Employees shall carry out their daily duties faithfully under the direction of their immediate superiors and shall obey the instructions and directions, whether written or oral, given to them from time to time. Insubordination and/or willful disobedience to order of superior on duty shall be considered as serious misconduct.
- d) Employees shall observe the instructions put up on the notice board or communicated to them from time to time by the Superiors or Departmental Heads. Such orders shall be deemed to have been served on the employees for whom they are intended and hence, every employee shall make himself familiar with the day to day communications displayed on the notice boards of the Institutions.
- e) Employees are required to carry out any work, normally falling under the category of the employees concerned, allotted to them by the Employer and/or the Departmental Head/Supervisor, besides the main routine work allotted to the particular post held by them, keeping in mind that this establishment is a service Institution established to serve the suffering humanity and needs the dedicated work of all employees to realize its goals. Such work, within working hours, will not entitle them for any extra remuneration.

- f) Every incident out of the ordinary or any emergency arising in the Institutions shall be immediately reported to their respective Supervisors.
- g) Employees using instruments, equipments and other appliances shall replace them in their proper places and every breakage and/or damage caused to them shall be reported to their immediate superior, immediately.
- h) Every employee is expected to take sufficient care of the property, stock of medicines and materials, instruments, equipments etc., of the Institutions. Where damage or loss is caused by the negligence, misuse or any other deliberate act of the employee, the employee is liable to make good such loss or damage to the Institutions, besides being liable to be penalized according to the nature of damage or loss.
- i) No article, except personal belongings, shall be brought in or taken out by an employee from the premises of the Institutions without the permission of the Management. Any pilferage will be considered as misconduct.
- j) Employees are required to wear their identity card while on duty and produce it when asked for. When required the identity card should be produced at the entrance to the campus only.

11. PAYMENT OF WAGES:

- a) Employees shall be paid their wages on the first working day of every succeeding month through the bank counter in the premises. If the first day of the month happens to be a Sunday or a bank holiday, the salary shall be paid on the following working day.
- b) The salaries and allowances, if any, of all employees shall be paid subject to the following deductions:
 - i) statutory deductions.
 - ii) premium to L.I.C. under Salary Savings Scheme.
 - iii) recoveries towards loan/advances.
 - iv) deductions required to be made as per orders of the Government or Court or competent authorities.
 - v) deductions for amenities such as house, room, food, laundry etc., provided by the Institutions.
 - vi) deductions to make adjustments with salary advances, extra amounts paid earlier by error, if any.
 - vii) deductions to recover the amount of any credit bill standing against the account of an employee.

- viii) deductions for damage or loss of property, equipments, belongings of the Institutions, or for loss of money which he is required to account for, if the damage or loss is due to his negligence.
- ix) deductions for absence from duty without permission.
- x) penal deductions imposed through a written order by the Employer.

c) Provident Fund

Eligibility to the Statutory Provident Fund and Family Pension Scheme shall be determined as per the Provident Fund Act and Rules in force from time to time.

d) Welfare Fund

Eligibility to the benefits of the F.M.C.I Employees Welfare Fund and the manner of its operations will be as determined by the Management from time to time.

e) Gratuity

Employees, except those re-employed after superannuation, shall be eligible for gratuity as per the provisions of the Payment of Gratuity Act, 1972.

f) Loans

Requests for advances against salary will not be entertained except in very exceptional cases. The advance, if approved, in no case shall exceed an amount equal to three month's salary of the employee concerned. The mode of recovery as decided by the Employer shall be binding on the employee.

12. LEAVE FACILITIES:

A. Permanent employees of the Institutions subject to the following conditions, are eligible for the following leave benefits in addition to Sundays:

- i) Casual leave of 10 days.
- ii) Privilege leave of 30 days with full pay.
- iii) 10 days of Commuted leave on full pay and 10 days of Commuted leave on half pay during a calendar year.
- iv) Leave Without Pay.
- v) National and Festival Holidays.

(i) Casual Leave

- a) Permanent employees of the Institutions are entitled for 10 days Casual leave with full pay per calendar year.
- b) Employees who are confirmed/joined the services during the calendar year shall be eligible for Casual leave proportionate to the remaining period of the year in which they are confirmed/employed.

- c) Casual leave may be availed of for a maximum period of 3 days at a time.
- d) Casual leave may be combined with the weekly offs or statutory holidays, with the prior permission of the Sanctioning Authority. But in calculating the total leave, the off days and statutory holidays will not be taken into account.
- e) Casual leave cannot be combined with any other kind of leave of whatsoever nature.
- f) Casual leave shall not be accumulated beyond the calendar year and all unavailed casual leave shall lapse at the end of the respective calendar year.

(ii) Privilege Leave

- a) Permanent employees of the Institutions are eligible for 30 days of Privilege or Earned leave per calendar year. Privilege leave will accrued at the rate of 2½ days for every completed month of service provided the employee concerned has worked for a minimum of 25 days in that month including the period of sanctioned leave with pay. The period under leave without pay will not be considered as service period for calculation of leave.
- b) Employees confirmed / joining employment during the calendar year shall be eligible for Privilege leave proportionate to the remaining period of the calendar year from the date of their confirmation/employment.

- c) Privilege leave cannot be availed for a period of less than 4 days at a stretch and not more than 15 days at a time. Permission of the Sanctioning Authority has to be taken personally in order to avail this leave.
- d) Privilege leave can be accumulated for a maximum period of 90 days. All accumulated leave beyond this period will automatically lapse.
- e) Employees are advised to avail their Privilege leave in appropriate time, according to the convenience of their Departmental routine and they are expected to co-operate with the Departmental Heads in the preparation of the Departmental leave rosters at the beginning of every calendar year.
- f) Privilege leave admissible shall be inclusive of all weekly offs and statutory holidays occurring during the period.
- g) Privilege leave shall not be combined with any other types of leave, except Commuted leave.
- h) Ordinarily encashment of leave shall not be allowed. However, in exceptional circumstances, when an employee has accumulated privilege leave of more than 60 days, he may surrender his leave and apply for encashment of leave at the rate of 30 days per year with a month's notice. Such encashment of leave will be allowed at the discretion of the Sanctioning Authority, depending upon exigencies

of service in the respective Department and only once in two years.

- i) No employee having Privilege leave at his credit and asking to be relieved from service, will be paid any amount in lieu of leave to his credit. However, the Management may pay to an employee his leave salary only in the event of he being asked to compulsorily retire or resign from service.

(iii) Commuted Leave

- a) Permanent employees are eligible for 10 days of commuted leave on full pay and 10 days on half pay during a calendar year to be availed in case of sickness and to attend personal work. The 10 days of half pay leave will be permitted only in case of sickness.
- b) Commuted Leave is to be availed of for full day and its multiples.
- c) Employees confirmed in service during the calendar year shall be eligible for Commuted leave proportionate to the remaining period of the year.
- d) Accumulation of Half pay Commuted leave including the leave of current year is permissible to the maximum of 90 days at half pay. Accumulated Half pay leave will be sanctioned only in case of one's own illness, the same being certified by our Staff Medical Officer or any other doctor as per the instructions of the Management.

- e) Employee suffering from any communicable, contagious, infectious diseases or mental disorders, on the advice of the Staff Medical Officer may be sent on compulsory leave. If any Privilege leave or Commuted leave is due to him, the same will be adjusted in accordance with the leave rules of the Institutions. If no leave is due to the staff concerned the management may at its discretion relieve him from service.
- f) Commuted leave may be combined with Privilege leave provided the employee has served for one complete year excluding all period of absence if any.

(iv) Leave Without Pay

- a) When no other kind of leave is at the credit of an employee, extra-ordinary Leave Without Pay may be granted to him, if the Sanctioning Authority or any other person authorized in this behalf to grant such leave is satisfied of the necessity for the grant of the same.
- b) The maximum period of Leave Without Pay granted shall not exceed 30 days in a calendar year.
- c) An employee who has been permitted 30 days of Leave Without Pay shall report for duty immediately on completion of this leave. Further absence from duty will amount to break in service/services will get automatically terminated.

(v) National and Festival Holidays

- a) Employees are eligible for 10 days of National and Festival Holidays in a year which will be notified during the month of December immediately preceding the calendar year.
- b) Employees whose services cannot be spared on such a holiday because of exigencies of work, will be entitled to compensatory off to be availed within the next 15 days with the permission of the Departmental Head.
- c) National and Festival holidays cannot be accumulated but can be combined with Privilege leave.
- d) The unavailed National and Festival holidays shall lapse at the end of the particular fortnight.
- e) Off duty/Compensatory Off cannot be availed by splitting it into ½ days.

B. Maternity Leave

- a) Female employees are eligible for maternity leave and benefits as per the provisions of the Maternity Benefit Act, 1961.

Provided that such benefit shall be restricted to first two deliveries only.

- b) Maternity leave cannot be combined with any other leave.
- c) No leave will accrue during the period of Maternity leave.

C. Special Leave

If the Management deposes any employee for any study program or outstation assignments, such an employee will be granted Special Study leave or Duty leave on full or part payment of his salary as per the circumstances and discretion of the Management.

13. LEAVE RULES:

- a) Leave of any kind cannot be claimed as a matter of right but may be availed of only after due sanction by the Employer / Sanctioning Authority or the person authorized in this behalf by the Employer.
- b) Normally not more than $\frac{1}{3}$ rd of employees can avail of any leave in any department/section at a time.
- c) Grant of leave will be governed by the exigencies of service and the arrangement that can be made by the Departmental / Sectional Head concerned for the efficient discharge of the duties of the absentee, during the period of his leave.
- d) Leave shall be applied for in the prescribed form made available through the Sectional / Departmental Heads.

- e) Every leave application should be forwarded through the respective Sectional/Departmental Head with their specific endorsement as to whether the leave applied for is recommended or not.
- f) Application for leave for 3 days or less shall be made at least 24 hours prior to the time from which the leave is required, except in cases of exceptional circumstances beyond the control of the employee. Application for such leave shall be cleared as early as possible but not later than from 12 hours of its submission.
- g) Application for leave for any period beyond 3 days shall be made at least 7 days prior to the day from which leave is required. Application for such leave shall be cleared within 2 days for its submission.

Exceptions may be made for unusual circumstances at the discretion of the Sanctioning Authority.
- h) No leave shall be considered as granted unless the same is recommended by the HOD/Departmental Incharge and duly signed by the Sanctioning Authority or the Sanctioning Authority or the person authorized in this behalf.
- i) In case of unforeseen emergency, such as sudden illness or death of a near relative, leave may be availed in anticipation of sanction, provided concurrent information is given through the Departmental/Sectional Heads, and/or the HR

Manager/Administrator concerned through written communication stating the reason thereon. It shall be the duty of the employee concerned to apply for leave at his earliest opportunity and substantiate his absence through valid reasons. If the reasons and circumstances stated are found to be frivolous or false, such an act shall be considered as misconduct and in addition, the period of such absence may be treated as Leave Without Pay.

- j) No employee on leave is allowed to take up any service or any kind of employment during his period of leave without obtaining written permission from the Employer.
- k) Extension of leave already granted is ordinarily not allowed. If, however, extension of leave is needed, application for extension of leave must be submitted and approved by the Sanctioning Authority before the expiry of leave already sanctioned.
- l) Employees must specify their address during leave period in the "Application for Leave" form so as to enable the Management to communicate with the employee in case of need or emergency. Any subsequent change in such address shall also be intimated to the Management. If one is going out of station, address & contact number must be mentioned in the leave note. After availing sick leave or privilege leave, the employees shall report to duty in writing in the prescribed form.

- m) The reason for availing leave should be clearly mentioned in the "reason for leave" column in the leave note.
- n) Overstay of sanctioned leave will be treated as Leave without pay and will constitute a break in service.
- o) Employees applying for leave are required to mention the name of the person who will be responsible in their absence and not take leave. If the person responsible himself is on leave (this will be allowed only on case or emergency) then the employee who had applied for leave will have to cancel his leave and report back for duty (shall be called back by the Management).

14. MEDICAL BENEFITS AND RULES:

- 1. Employees are eligible for Medical Benefits both as in-patients and out-patients in the Institutions subject to the following conditions:
 - a) An employee desiring medical treatment shall, with permission of the respective Head of the Department, go to the Staff Medical Officer. The Staff Medical Officer shall examine the employee and give necessary prescription or orders for investigations. The specialist consultation will be allowed only at the discretion of the Staff Medical Officer and for a specific ailment.

- b) The Management will not honour the prescription or provide medical benefits if direct approach is sought of any other Doctor without previously consulting the Staff Medical Officer, except in an emergency where Duty Medical Officer will attend to the case.
- c) Employees will be provided with a Health Record File to be kept in the Medical Records Section and to be produced at any consultation.
- d) Employees desiring to consult the Staff Medical Officer will ask for his Health Record file from the Medical Records Section and will have to sign on a register for having received and returned the same.
- e) Only orders written in the case sheet filed in the Health Record for any investigations, services and drugs by the Medical Officers, will be honoured.
- f) It is the responsibility of the employee concerned to see that the Health Record is returned to the Medical Records Department on the same day along with all the investigation reports except when the person is hospitalized. Failure to do so may lead to forfeiture of Health Record file.
- g) Except in an emergency, an employee on duty can go to the Staff Medical Officer after obtaining the permission from the Departmental Head/Incharge between 8.15 a.m. to 9.00 a.m. and 11.30 a.m. to 12 noon, on working days.

2. Employees of the Institutions will be eligible for the following concessions in health care facilities:

Category:

A: Sweepers, Attenders, Nursing Orderlies, Gardeners, Helpers, Cobbler, Farm and General workers, Hospital Aides, Drivers, Cleaners, Leather Technicians, Tailor.

B: All other Non-Teaching Staff excluding Officers.

C: Administrative Officers and all Teaching Staff.

OUT-PATIENT

Category:

	A	B	C
Consultation, Lab and X-ray, OPD Investigations and Procedures	100%	100%	100%
USG, Lab Investigations Such as Profiles and Hormones, Physiotherapy and Neurological Investigations	75%	75%	50%
Drugs and Materials	50%	50%	50%

CT, MRI, Cathlab, Dialysis, Special footwear, Audio Logical Testing and any other specialized treatment on Out-Patient basis, General Ward charges are applicable for all categories.

Category:	IN-PATIENT		
	A	B	C
Type of room	General Ward	Semi Private	Private
Bed charges			
Service charges			
Doctors charges			
OT charges			
Post Operative charges			
Anaesthesia, Surgery			
Treatment, Investigations			
Procedures, Casualty Charges			
Oxygen, MICU	100%	100%	100%
Drugs and Materials (Including Surgery materials, OT materials)			
Special Instrument charges	50%	50%	50%
USG, Lab Investigations such as Profiles and Hormones, Physiotherapy, Neurological Investigations and Hormone Treatment	75%	75%	50%
Vaccines, Tonics, Vitamins etc	nil	nil	nil
Diet	100%	nil	nil

CT, MRI, Cathlab, Dialysis, Ventilator care, ICCU, Special footwear, Audio Logical Testing and any other specialized treatment as In patients, General Ward charges are applicable for all categories.

- Drugs normally available in the Hospital Medical Stores will be issued to the employee as per their eligibility when prescribed by the Staff Medical Officer or by the referred Medical Officer. If the drugs prescribed are not available at the time, exchange of prescription to some equivalent drug should be sought. Only in case of absolute necessity and when the drug could not be had from the Hospital Medical Stores, the employee concerned may buy it from any Pharmacy outside after obtaining written permission from the Employer and produce the bill for reimbursement. Tonics, only when prescribed as a supportive with antibiotics, shall be issued subject to however, the same conditions applicable to the issue of drugs. Filling (except with silver and gold) and scaling of teeth shall be done free of cost.
- When the employee is to be admitted in the Hospital, they shall avail the bed they are eligible for. If the employee occupies a bed other than he is eligible for, the differential charges will have to be borne by him.
- The Management will not be responsible for the treatment of the employees if such treatment is sought from doctors not employed by the

- Institutions or to bear the expense of any employee who undergoes inpatient treatment in other hospitals.
6. In case the employee avails treatment from outside, the Institution will not reimburse the expenditure incurred for such treatment.
 7. The Institutions will not provide medical facilities to employees in the event of accidents or injury caused due to their negligence, drunkenness, quarrelling or fighting either inside or outside the premises of the Institutions.
 8. If an employee is found sick due to his negligence in adhering to the Doctor's orders or by refusing annual medical check up, immunization and other preventive measures, the employee will have to bear the cost of his treatment.
 9. No employee can donate his blood more than once within a period of three months. Blood can be donated only after regular medical check up by the Staff Medical Officer who has to give a written permission.
 10. All employees shall undergo medical check up annually.

15. MISDEMEANOUR:

1. Without meaning to be exhaustive, the following acts of commission or omission shall be considered as misdemeanour:
 - a. Discourtesy to patients and outsiders.
 - b. Habitual uncleanness.
 - c. Careless work.

- d. Laziness and Inefficiency.
 - e. Negligence of duty.
 - f. Smoking in areas where it is prohibited.
 - g. Non-observance of departmental duty hours.
 - h. Loitering in the premises of the Institutions.
 - i. Committing nuisance in the premises of the Institutions.
 - j. Absence without leave from the appointed place of work.
 - k. Quarrelling with others within the premises of the Institutions.
 - l. Sleeping while on duty.
 - m. Not wearing uniform while on duty and wearing uniforms provided by the Institutions while not on duty.
 - n. Not wearing the ID card.
2. An employee found guilty of misdemeanour may:
 - a) be warned or censured; or/and
 - b) have an adverse remark entered in his personal record.

16. MISCONDUCT:

Without meaning to be exhaustive, the following acts of commission or omission shall be considered as misconduct:

1. Wilful insubordination or disobedience to the orders of the Superior, whether alone or in combination with others.

2. Striking work in contravention of the provisions of any central or state legislation or participation in any illegal or unjustified strike.
3. Inciting other employees to strike work in contravention of the provisions of any central or state legislation.
4. Collection of money, within the Institutions premises for purposes not sanctioned by the Employer.
5. Distribution of any hand-bills, pamphlets, posters etc., inside the premises of the Institutions and exhibiting them on compound walls of the Institutions without previous written permission of the Employer.
6. Threatening, intimidating or abusing colleagues or superiors while on duty.
7. Insubordination, malingering, loitering or deliberate delay in performance of duty or in carrying out orders of the superiors.
8. Holding meetings inside the premises of the Institutions without prior written permission of the Employer.
9. Wilful slowing down in performance of work or inciting others to slow down.
10. Promotion of discontentment and disloyalty among the employees towards the Institutions.
11. Canvassing for any political activities, while on duty or while in the Institutions' premises.

12. Posting or removing any bulletin from the Notice Board without the prior written sanction of the Employer or person authorized for the purpose.
13. Refusing to obey orders of transfer.
14. Refusing to accept/acknowledge any communication from the Management.
15. Indulging in heated arguments with co-workers, visitors or patients in the premises of the Institutions.
16. Refusal to offer himself for interrogation by the Employer or by any other person in charge of the Institutions in the absence of the Employer.
17. Wrongful confinement of an Officer or Officers of the Institutions in order to make him yield to demands or disputes.
18. Possession of lethal weapons, except the tools required for the performance of one's duty.
19. Refusal to sign any documents, forms or registers kept or maintained for the purpose of maintaining daily record of routine matters.
20. Wilful non co-operation with co-workers in proper discharge of duties.
21. Writing or publishing any article affecting adversely the reputation of the Institutions.
22. Theft, fraud or dishonesty in connection with Institutions' business or property.
23. Misappropriation of money belonging to the Institution.

24. Demanding, taking or giving bribes, tips or gifts or any illegal gratification whatsoever and / or supplying intoxicants to the patients.
25. Unauthorized absence.
26. Habitual absence without leave.
27. Overstaying sanctioned leave without sufficient ground or proper satisfactory explanation.
28. Habitual late attendance.
29. Habitual breach of any rules, regulations or work norms prevalent in the Departments.
30. Carrying on money lending or any other private business within the Institutions' premises.
31. Drunkenness or riotous or disorderly behaviour during working hours in the premises of the Institutions.
32. Any act subversive of discipline within the Institutions' premises.
33. Negligence of duty.
34. Habitual repetition of any act or omission for which fine may be imposed.
35. Wilful breakage or damage to the properties of the Institutions.
36. Unauthorized use or occupation of Institutions quarters and refusal to vacate the same when called upon to do so by the Employer.
37. Indiscipline or breach of regulations regarding smoking, absenting one's self from place of work.

38. Use of abusive or obscene language.
39. Gambling within the premises of the Institutions.
40. Tampering with records, attendance registers.
41. Disclosing to any unauthorized persons confidential facts or figures about the Institutions' activities.
42. Any act of immorality and/or commission of any act punishable by a court of law, within the Institutions' premises.
43. Taking away any item or article belonging to the Institutions, or any such pilferage by an employee.
44. Withholding of information regarding any changes that affect the employee from the time of joining duty, such as change of address, marital status, dependency, such and so forth.
45. Wasteful or negligent practices in the use of property of the Institutions.
46. Violation of established safety practices of the Institutions.
47. Unauthorized usage of drugs, or medicines.
48. Fighting or quarrelling inside the premises.
49. Inefficiency or gross errors in work.
50. Concealment of any fact which would have prevented an employee being employed initially.
51. Breach of any of the provisions of these Service Rules.

17. PUNISHMENT:

1. An employee found guilty of misconduct may after due enquiry as provided herein:
 - a) have his misconduct condoned; and/or
 - b) be warned or censured or have an adverse remark entered in his personal record; and/or
 - c) be fined; and/or
 - d) have his increment stopped for a period not exceeding a year; and/or
 - e) be demoted to a lower cadre; and/or
 - f) suspended for a period not exceeding four days without wages or salary; and/or
 - g) be dismissed from service.
2. While inflicting any of the above punishments, gravity of misconduct proved and the past record, if any, of the employee shall be taken into consideration by the disciplinary authority.

18. DISCIPLINARY ACTION:

1. a) An employee against whom disciplinary action is proposed to be taken shall be given a Charge Sheet by the Employer, clearly setting forth the circumstances of misconduct and calling for a written explanation within seven days of the service of the Charge Sheet on the employee concerned.

- b) If necessary, he shall also be given an opportunity to answer the charges at the time of an enquiry before an Enquiry Officer appointed by the Employer, the date and time being fixed with sufficient notice to him to prepare and give explanation and also to produce any evidence that he wishes to tender in his defense.
- c) Any Notice, Order, Charge Sheet or communication, which is meant for a Charge Sheeted Employee, shall be in English or Kannada. In the case of an absentee employee, notice shall be sent to him by registered post with acknowledgement due to the address provided by the said employee as per rules. If an employee refuses to accept any communication in connection with the disciplinary proceedings when it is sought to be served on him, exhibiting of the said communication on the Notice Board of the Institutions will be deemed as sufficient service of the same.
- d) If the employee concerned fails to appear before the Enquiry Officer at the appointed time and place without showing sufficient cause for his absence to the satisfaction of the Enquiry Officer, then the enquiry will be held Ex-parte.
- e) During enquiry, the employee shall be permitted to produce co-workers as witnesses in his defense,

and cross examine any witness that may be examined in support of the charge.

- f) The employee concerned may be permitted to take the assistance of only his co-employee, if he desires in writing.
2. The employee on whom punishment is imposed consequent to disciplinary proceedings conducted against him as provided herein, may appeal to the Governing Board of the Institutions within thirty days from the communication of the order of punishment. The intended appeal shall be forwarded through the Employer and the Governing Board or any Member or Members thereof delegated in this respect shall deal with the appeal within three months of the date of the receipt of such appeal.
3. If the employee makes a voluntary admission of his guilt in reply to the aforesaid Charge Sheet, an enquiry is not necessary.

However, if the employee concerned requests a hearing regarding the nature of the punishment, such a hearing may be given.

4. Suspension - Pending Enquiry

- a) When the misconduct is of a very serious nature the Employer may suspend the employee from duty till the disciplinary proceedings are over.

During such period of suspension, the employee concerned shall not leave the station, except with the written permission of the Employer.

- b) During the suspension period, the employee shall be paid a subsistence allowance amounting to 50% of his salary during the first 90 days. If however the period of suspension exceeds beyond 90 days, the rate of subsistence allowance shall be increased to $\frac{3}{4}$ of his salary. Provided that where the disciplinary proceeding are prolonged on account of any reasons, attributable to the employee concerned and therefore the suspension period exceeds the first 90 days then the rate of subsistence allowance for the period exceeding the said 90 days shall be only $\frac{1}{4}$ of salary of the employee concerned.
- c) If the employee is acquitted of the charges made against him, he shall be entitled to his salary for the period of suspension, otherwise, the dismissal shall become effective from the date of suspension, notwithstanding the subsistence allowance paid to the employee during the period of enquiry.

19. GRIEVANCE PROCEDURES:

- a) All complaints or grievances arising out of employment, including those relating to unfair treatment or wrongful action on the part of the supervisory staff shall be first referred to the Head

of the Department/Section in which the employee is working.

- b) In the event the employee is not satisfied with the decision of the Department/Section Head, or if the latter so wishes the complaint will be referred to the Employer.
- c) The Employer at his discretion may appoint an Officer or a Committee to investigate the grievance or a formal enquiry may be conducted by the HR Manager.
- d) With the help of the findings arrived at, the Employer shall decide on the matter and communicate the decision to the employee through the respective Department/Section Head. The Employers decision will be final and binding.

20. SUGGESTIONS AND COMPLAINTS:

- a) Any suggestions aimed at improving the Institutions' image, or those which are likely to contribute to the efficient functioning of the Institutions are always welcome.
- b) A Suggestion Box for the purpose will be provided at the Administrative Office of the Institutions for employees to give their suggestions.

01/01/2011
FMCI

Rev. Fr. Patrick Rodrigues
Director