



**Dr. S. R. CHANDRASEKHAR INSTITUTE  
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**SERVICE REGULATIONS**

**2002**

*These Service Regulations were approved at the meeting of the Bangalore Speech and Hearing Trust held on 6th November 2002.*

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## **Dr. S.R. CHANDRASEKHAR INSTITUTE OF SPEECH AND HEARING**

HENNUR ROAD, BANGALORE-560 084.

### **SERVICE REGULATIONS**

#### **PRELIMINARY**

*01. These Service Regulations made under the authority of the Board of Trustees of the Bangalore Speech and Hearing Trust shall be applicable to all the employees of Dr. S. R. Chandrasekhar Institute of Speech and Hearing. These shall come into force with immediate effect, without prejudice to any contractual obligation that may be subsisting previous to the promulgation of these Regulations. The Service Regulations issued earlier under the authority of the Trust Resolution dated 3rd March 1980 shall be deemed to have been superseded by these Regulations without however affecting the validity of any action already taken under the earlier Regulations.*

*02. These Regulations are an integral part of all employment agreements with the Institute. All the staff members are expected to familiarise themselves with the Regulations immediately since their services will be governed by these Regulations, in addition to other conditions which may be spelt out in individual appointment letters or in contractual agreements, if any.*

## DEFINITIONS

03. In these Regulations unless the context otherwise requires :-

i) **'Institute'** shall mean Dr. S.R. Chandrasekhar Institute of Speech and Hearing, Bangalore, including the College Section and Sunaad Kannada School for Hearing - Impaired.

ii **'Employee'** shall mean any person employed by the Institute in any of the classes of appointment specified in the Regulations.

iii **'Board of Trustees'** shall mean the Governing Body of the Bangalore Speech and Hearing Trust.

iv **'Management'** means the Board of Trustees or any executive or person as may be authorised by the Board from time to time.

v **'Habitual'** means an act or omission which is repeated three times or more within a period of 12 Months.

vi **'Family'** means the employee, his spouse and unmarried dependent children and parents living with and wholly dependant on him.

vii **'Salary'** except when otherwise defined shall mean basic pay plus all allowances.

viii **'Medical Certificate'** means a certificate issued by a Doctor approved by the Trust.

ix **'He', 'him' and 'his'** shall also mean 'She' 'Her' and 'Hers' respectively depending on the context.

x **'Singular'** shall also mean 'plural' depending on the context.

## APPOINTMENTS

04. No one who has not completed eighteen years in age shall be eligible for appointment in the Institute.

MINIMUM  
AGE FOR  
APPOINTMENT

05. No one shall be appointed in the Institute unless one is physically fit to hold the appointment. For this purpose, all new appointees shall be required to produce a medical certificate of physical fitness from a qualified doctor approved by the Institute.

CERTIFICATE  
OF PHYSICAL  
FITNESS

06. Merit and suitability shall be the sole criteria for making appointments in the Institute. However, other things being nearly equal, preference will be given to candidates belonging to SC, ST and other backward communities.

APPOINTMENT  
CRITERIA

07. The appointments in the Institute shall be in accordance with one of the types indicated below :

TYPES OF  
APPOINTMENT

(a) **Permanent** which means the employee is employed against a permanent post on permanent basis and shall be eligible to serve the Institute till the stipulated date of superannuation subject to satisfactory completion of his period of probation.

(b) **Temporary** means the employee is appointed for a limited period mentioned in the letter of appointment. Such appointments are made where the nature of work is temporary. Such arrangements can also be made as a

provisional measure till permanent arrangements for filling that post are made. Such employees are not entitled to claim any rights or benefits which are not specified in the letter of appointment. The services of all temporary employees may be terminated without giving any reason and notice.

(c) On Contract On contract appointments may be made where the tenure of the post is limited to a specified period mentioned in the contract.

(d) Casual Appointment may be made to fulfil unexpected requirements due to unusual or seasonal pressure of work or for work which is of an occasional or casual nature. The wages for such an employee are fixed on daily basis. Such employees are not entitled to leave or any other benefits of any kind as are available for employees falling under [a] to [c] above.

(e) Trainee is one who is provided training facilities in the Institute, whether or not a stipend is paid during the training period. A trainee shall have no claim for regular employment after completion of period of training.

(f) Part time Appointment means an appointment made for work for less than normal period of working hours. Part - time employees are not ordinarily entitled to the benefits provided to the full time employees. They shall be entitled to such benefits as are determined by the Management from time to time.

08. Every employee of the Institute shall, at the time of initial appointment, be required to declare his age and produce original documents in support thereof. Once the date of birth is noted in the records of the Institute, it shall not be permitted to be altered, save in exceptional circumstances. In cases of doubt, the decision of the management shall be final.

PROOF OF  
AGE

09. [a] All permanent employees shall be appointed on 'probation' for a period of one year. During the period of probation the services of any employee can be terminated at any time without assigning any reason. No appeal shall lie against such termination.

PROBATION

[b] If the performance during the initial period of probation is not satisfactory, the Institute may, at its discretion, extend the period of probation by one more year. If the performance of the employee during the extended period of probation is also not satisfactory, his services shall be terminated at the end of the extended period of probation.

[c] If the performance during the period of probation is satisfactory, the person shall be confirmed by an order in writing and he shall continue in service till the stipulated date of superannuation except in cases where services are terminated on disciplinary grounds after due enquiry under these Regulations.

[d] Termination of service during or at the end of the period of probation shall not be deemed a 'penalty' under these Regulations.

## CONDUCT

### ANNUAL INCREMENTS

10. Annual increments as prescribed in the Pay Scales shall ordinarily be sanctioned subject to satisfactory conduct and performance.

### RETIREMENT

11. The date of retirement of any employee by superannuation shall be the last day of the month during which he attains the age of 60 years. Retention of an employee beyond the stipulated date of retirement may be approved in special circumstances with prior approval of the Board of Trustees. The Board of Trustees shall not ordinarily approve any extension beyond 65 years in any case.

### APPOINTMENTS BY PROMOTION

12. Senior positions in the Institute may be filled by promotion by duly qualified candidates in the lower grade on the basis of merit-cum-seniority. Such promotees shall be on probation in the senior positions for a period of one year. If their performance during the period of probation is satisfactory, they shall be eligible for confirmation in the senior positions. Otherwise they shall revert to their substantive positions in the lower scale.

### RESIGNATIONS

13. [a] A permanent employee seeking to resign from his service in the Institute is required to give not less than 60 days advance notice of his intent to resign.

[b] A resignation once tendered shall not be permitted to be withdrawn except with the prior approval of the Board of Trustees.

14. Every employee of the Institute shall maintain at all times impeccable integrity and honesty of purpose. He shall whole-heartedly attend to the duties of his office to the best of his ability. He shall always be loyal to the Institute and refrain from doing anything likely to tarnish the image of the Institute or adversely affect its interest. He shall be courteous in his behaviour with his fellow employees in the Institute and shall faithfully carry out the instructions of his official superiors pertaining to his work.

15. No employee shall avail himself for private or personal purpose any material or service provided by the Institute for the discharge of his official duties.

16. No employee shall make improper use of any information obtained by him in the course of his official duties in the Institute.

17. No whole-time employee of the Institute shall undertake any outside employment while on duty or on leave except with the previous sanction of the appointing authority. He shall not also directly or indirectly carry on any business or trade or private practice.

18. No employee of the Institute shall bring or attempt to bring any outside influence or pressure on the various authorities of the Institute to further his interest in the Institute.

19. Institute employees are precluded from going to the media of mass communication either in respect of the Institute or otherwise, without obtaining the prior approval of the competent authority. This shall not, however, apply to professional publications of value and interest to the community at large.

20. Employees are precluded from participation in any kind of political activity. They are, however, free to exercise their franchise wherever they are entitled to vote, without revealing in whose favour they have cast their votes.

21. Employees are severely cautioned that drunkenness and disorderly behaviour within the Institute premises will not be tolerated by the management under any circumstances.

22. Employees shall so manage their private affairs as to avoid habitual indebtedness or insolvency.

23. All employees shall be punctual in attending to their duties in the Institute. They are expected to sign in the Attendance Register as soon as they report for duty. They are also precluded from leaving their place of duty during the working hours of the Institute, except with the permission of the competent authority. Absence from the post of duty without permission shall be viewed as gross dereliction of duty.

24. All employees are obliged to keep the Institute informed of any change in their residential address in writing, for record in the Administrative Office of the Institute.

25. Any act of omission or commission contrary to these Regulations shall amount to misconduct, calling for appropriate disciplinary action by the management.

## DISCIPLINE - PENALTIES

26. Disciplinary proceedings against an Institute employee may be initiated for any infraction of the Service Regulations or for any other reason considered good and sufficient. The following penalties may be imposed on an Institute employee, as hereinafter provided :

### A. Minor penalties :

1. Warning
2. Censure
3. Withholding of increment of pay with or without cumulative effect.
4. Debarring an employee from promotion to the next higher grade.

### B. Major Penalties

1. Compulsory retirement at any age below the age prescribed for normal superannuation.
2. Removal from service, which does not disqualify an employee from being considered for future employment in the Institute.
3. Dismissal from service which debars the employee from future employment in any capacity in the Institute.

SUSPENSION

27. Whenever disciplinary proceedings against an Institute employee are contemplated or are pending, the management may place the employee concerned under suspension, if satisfied that the continuance in office of the employee will not be in the interest of the Institute.

28. An Institute employee shall also be deemed to be under suspension when he is in legal custody on a criminal charge for any period exceeding 48 hours. He shall not be entitled to any 'subsistence allowance' during such period of suspension.

29. An Institute employee under suspension in disciplinary proceedings shall be entitled to receive as 'Subsistence allowance' an amount equal to half his salary and allowances. Such payment is admissible only if the concerned employee is not engaged in any other employment, business or vocation during the suspension period.

30. An order of suspension may be revoked at any time by the management.

31. An employee under suspension shall not leave the headquarters without obtaining the approval of the Institute Management.

32. If the accused employee is honourably cleared of the charges framed against him in the disciplinary proceedings, he shall be entitled to receive full duty pay and allowances for the period under suspension, less 'subsistence allowance' already drawn.

33. If any penalty is imposed on the Institute employee at the conclusion of the Disciplinary Proceedings, the period of suspension shall be treated as such, without affecting, however, the continuity of his service.

34. [i] No penalty of any kind shall be imposed on an Institute employee unless he is served with a charge sheet indicating the specific grounds on which disciplinary action is proposed to be taken against him, and the concerned employee given an opportunity to file his written statement of defence in respect of the charges framed against him. The employee shall be given a period of 15 days for filing his statement of defence.

PROCEDURE  
FOR IMPOSING  
PENALTIES

[ii] If the concerned employee declines to accept the charge sheet, it shall be deemed to have been served upon him by affixing a copy of the charge sheet on the Institute Notice Board and by sending another copy by Registered Post to the employee's address as noted in the official record of the Institute.

35. If the employee fails to submit his written statement of defence within the stipulated period, it shall be open to the management to take appropriate further action on the basis of material available.

36. If the employee accepts the validity of the charges framed against him, the management may pass an appropriate order indicating its findings on the charges framed and imposing on the employee concerned any of

the minor penalties provided, together with reasons there for. If, however, the management were to feel that a major penalty is called for to meet the ends of justice, the employee concerned will be issued a 'Show Cause Notice' indicating the specific major penalty proposed to be imposed upon him and calling upon him to file his representation in respect of the 'Show Cause Notice' within a period of fifteen days. The management shall duly take into consideration the submissions, if any, made by the accused employee in reply to the 'Show Cause Notice' and thereafter pass a final order imposing on the employee concerned the penalty indicated in the 'Show Cause Notice' or any lower penalty together with reasons therefor.

PROCEDURE  
FOR INQUIRY

37. If the accused employee were to deny the charges framed against him, the management shall cause an inquiry to be held to consider the veracity of the charges framed. A special 'Inquiry Officer' may be appointed to hold the enquiry. The Inquiry Officer shall hold an oral enquiry during which the accused employee shall have full opportunity to rebut the evidence against him. He shall have the right of cross-examining the witnesses on behalf of the management. The management may also appoint someone as 'Presentation Officer' to present the case against the accused employee. The accused employee shall also be given an opportunity to adduce evidence in his defence to rebut the charges framed. The Presentation Officer shall have the right to cross-examine the witnesses on behalf of the accused employee. The accused employee may also submit written arguments

at the conclusion of the oral inquiry which shall be given due consideration by the Inquiry Officer. The Inquiry Officer shall thereafter submit his report to the management indicating his specific findings on each of the charges framed. The management shall take into account the report and the findings of the Inquiry Officer. If the management were to differ from the findings of the Inquiry Officer, the reasons therefor shall be indicated. Thereafter the management may either clear the employee of the charges framed or impose on him any of the minor penalties provided as punishment. If, however, the management were to feel that a major penalty is called for in the interest of justice, a 'Show Cause Notice' will be issued to the employee concerned giving him an opportunity to show cause within a period of 15 days why the proposed major penalty should not be imposed against him. A final order shall be passed by the management after taking into consideration the submissions, if any, made by the accused employee in his reply to the 'Show Cause Notice'. It is open to management to impose a penalty lower than the one indicated in the 'Show Cause Notice' in the circumstances brought out by the accused employee in his reply to the 'Show Cause Notice'

38. No legal practitioners shall be permitted to appear on behalf of an accused employee during the Inquiry. The accused employee may however avail the services of a fellow employee of the Institute to help him in his defence.

BAN ON  
APPEARANCE  
OF LEGAL  
PRACTITIONERS



APPEALS

39. Every employee against whom a penalty has been imposed by the management shall have an opportunity to prefer an appeal against such an order to the Board of Trustees. Such an appeal shall be submitted within a period of 30 days from the date on which the impugned order was served on the employee concerned. The Board of Trustees shall peruse the records of the case and pass an order either setting aside, or confirming or modifying the impugned order, after recording the reasons therefor.

REVIEW

40. Notwithstanding anything contained in these Regulations, in Board of Trustees shall have power suo moto to call for the records of any disciplinary proceedings and pass an order in review confirming, modifying or setting aside any order imposing a penalty on an Institute employee.

### LEAVE

41. No leave of any kind can be claimed as a matter of right. Sanction will depend on the exigencies of work in the Institute.

42. Leave of any kind can only be availed after obtaining prior sanction by the competent authority. Mere submission of an application for leave cannot be deemed that leave has been sanctioned. It follows that applications for leave would have to be made well in advance of the date of commencement of leave and prior sanction obtained, save in extra-ordinary circumstances.

CASUAL  
LEAVE

43. (a) Every Institute employee will be eligible to avail casual leave on full pay for a period of fifteen days in a calendar year.

(b) Employees working in *Sunaad* shall however, be eligible to avail casual leave for a period of twelve days only in a calendar year, considering the vacation facility available to them.

(c) Casual leave is non-cumulative.

(d) Casual leave will only be granted for genuine, purposes of a casual nature.

(e) Every employee shall be allowed fifteen minutes grace time at the commencement of work twice in a month. If, however, the employee were to exceed the grace-time for more than twice in a month, he shall forfeit one day's casual leave.

(f) Casual leave for more than five days at a stretch will not normally be granted.

(g) Casual leave cannot be prefixed or suffixed with earned leave.

[h] An employee who takes casual leave on Fridays/ Saturdays or Mondays, without prior permission and in the management's opinion without adequate justification, shall have the week-end also included in the period of leave.

EARNED  
LEAVE

44. [a] Every employee of the Institute shall be eligible for thirty days 'earned leave' on full pay for each year of completed service. This will include week-ends and other holidays falling within this period. Employees working in Sunaad however, shall be eligible for ten days earned leave only for each year of completed service.

[b] Earned leave will only be granted after the employee has put in a minimum of one year's service in the Institute.

[c] The maximum extent to which earned leave can be accumulated by an employee shall be 90 days. Employees working in Sunaad, however, shall be eligible to accumulate earned leave to a maximum extent of forty days only as they have the facility of annual vacations.

[d] Employees proceeding on earned leave are precluded from undertaking any alternative employment, vocation or trade during the leave period.

[e] Employees seeking extension of earned leave are required to apply for extension in advance and obtain sanction for the extension well before the expiry of the sanctioned period of leave.

[f] Failure to report for duty on the expiry of the sanctioned period of leave shall be construed as unauthorised absence from duty for which the management may initiate appropriate disciplinary proceedings.

45. Employees of the Institute may, at their option, surrender and encash earned leave not exceeding 30 days out of the leave at their credit once in a period of two years. The sanction of such encashment facility shall be at the sole discretion of the management.

ENCASHMENT  
OF EARNED  
LEAVE

46. [a] Married women employees in the Institute shall be eligible for 'maternity leave' with full pay up to a maximum period of 90 days. Out of this, 45 days can be availed during prenatal period and 45 days during the post - natal period.

MATERNITY  
LEAVE

[b] Women employees having more than two living children shall not be eligible for such 'maternity leave' facility.

47. Leave may be granted to an Institute employee to enable him to pursue a course of study to improve his qualifications upto a maximum period of two years. Such 'study leave' shall be without pay and allowances. If the employee fails to report for duty at the end of the period of study leave, the management shall take steps to terminate his services for unauthorised absence from duty.

STUDY  
LEAVE

48. When an employee who has exhausted all his earned leave, is still not able to report for duty in the Institute for reasons beyond his control, he may be granted extraordinary leave without pay and allowances for a

EXTRA  
ORDINARY  
LEAVE  
WITHOUT PAY

*maximum period of 120 days. If even after the expiry of such extra-ordinary leave, he is unable to report for duty in the Institute , the management shall take steps to terminate his services for unauthorised absence from duty.*

