

Internal Regulations

SAURABH SAGAR SEWA SANSTHAN Charitable Trust

Vill Didoli, 4 KM Kanwad Marg, Gang Nahar, Murad Nagar, Dist. Ghaziabad Pin Code- 201206, UP

TABLE OF CONTENTS

		Contents	Page
ARTICLE 1	3 6	ACCESS TO AND USE OF THE PREMISES (Key allocation)	5
ARTICLE 2	:	OBLIGATION OF DISCRETION	5
ARTICLE 3	:	FINANCIAL OR OPERATIONAL COMMITMENTS	5
ARTICLE 4		OUTSIDE ACTIVITIES	7
ARTICLE 5	:	GIFTS AND FAVOR	7
ARTICLE 6	:	TELEPHONE, FAX, MAIL	7
ARTICLE 7	1	DRESS	7
ARTICLE 8	:	SOLVING CONFLICTS	7
ARTICLE 9	:	WORKING HOURS	7
ARTICLE 10	k .	PROFESSIONAL TRAVEL	8
ARTICLE 11	:	PUNCTUALITY	8
ARTICLE 12	:	ABSENCE (absence due to illness or accident or others	8
ARTICLE 13		GENERALLY PROHIBITED	8
ARTICLE 14		PREMISES	9
ARTICLE 15	;	EQUIPMENT	9
ARTICLE 16	*	VEHICLES: Office Car, Two-Wheeler / Personal Vehicle	10
ARTICLE 17	*	FIRE PREVENTION	10
ARTICLE 18	17	NO SMOKING	12
ARTICLE 19	4	DANGER	12
ARTICLE 20	;	ACCIDENTS	12
ARTICLE 21	8	PROHIBITED SUBSTANCES	12
ARTICLE 22	36	MEDICAL EXAMINATIONS	13
ARTICLE 23	1 2	MODIFICATION	13
ARTICLE 24		APPLICATION OF THE LAW	13
ARTICLE 25	:	EFFECT	13

FOREWORD

These Internal Regulations are an integral part of Saurabh Sagar Sewa Sansthan Charitable Trust. They lay down the general rules for working with trust and are the same for all employees recruited within Trust, in accordance with the employment legislation in effect in the India.

These Internal Regulations concern all the Trust's employees in INDIA who must comply without restrictions or reserve.

It establishes:

- Deontology
- The general and permanent rules concerning discipline and office procedures;
- The measures for the application of regulations concerning health and safety.

Throughout the duration of his/her contract, the employee undertakes to carry out the duties conferred upon him/her to the best of his/her ability, in accordance with the Trust's ethics and respecting the instructions received from authorized persons belonging to Trust.

DENTOLOGY (duties and obligations in the professional context)

The employee must show respect and consideration towards his/her contacts (beneficiaries, partners, colleagues...), with particular attention for people in vulnerable situations. In no circumstances should he/she commit an act or adopt behavior liable to injure one of his/her contacts either physically or psychologically, or cause him/her harm of any sort.

The employee should respect and promote respect for the fundamental principles contained in the international conventions concerning child labor, prostitution and people trafficking, and also the traffic of drugs or psychotropic substances If he/she observes anybreach in these principles or behavior liable to contribute towards any of the crimes citedabove, he/she should inform the National President / Secretary immediately so that appropriate sanctions may be applied.

As an employee of Non-Government Organization, he/she is also required to guard againstany abuse of authority. In no circumstances should he/she profit from his/her situation inorder to divert assistance from its final destination or obtain favors of any nature (notablysexual).

INTRODUCTION

Saurabh Sagar Sewa Sansthan Charitable Trust is a non-government organization registered under Trust Act working for the welfare, medical rehabilitation and education of the persons with disabilities (PwDs) and youth from the marginalized and economically weaker sections of the society since 2010.

Saurabh Sagar Sewa Sansthan Charitable Trust has observed while working at ground that most of the persons with disabilities in the society were not able to get even the basic facilities offered by the Central /State government. Therefore, Saurabh Sagar Sewa Sansthan Charitable Trust has established under the Trust Act and became a social organization in February 2010 as a non-profits organization to support and fulfill the needs of peoples with disabilities in the society. this support is in terms of basic need of medical education, skill training, vocational training and placement etc. Saurabh Sagar Sewa Sansthan Charitable Trust has successfully implemented its projects and goal orientated programs for help to the persons with disabilities of all the types and underprivileged. after the successful completion of training, we refer these candidates for job placement. we are also providing aids/appliances, guidance counseling for person with disabilities.

To Conduct Its Programs, **Saurabh Sagar Sewa Sansthan Charitable Trust** uses the services of interns, volunteers, Consultants and employees. All Trust staff (interns, volunteers, Consultants and local employees, temporary staff, trainees and all other professionals hired on a temporary or permanent basis and working from project offices wherever in India know and agree that the absolute priority regarding Trust's operations is the good progress of the programs which requires a high level of motivation, flexibility, humanity and commitment as such each staff member of hi is expected to show respect and humanity towards her/his colleagues and interlocutors

In the following, "**Employee**" refers to Interns, volunteers and staff, trainees or consultants working either on a permanent or on a temporary basis from Saurabh Sagar Sewa Sansthan Charitable Trust project offices in India ad "**Employer**" refers to the Trust.

The internal regulations are an integral part of your work contract. It aims to set up general rules of work within India, which are common to all the staff, in accordance to thelegislation of India. It also aims to establish regulations concerning health and safety.

According to the status (Interns, volunteers and staff, trainees or consultants), other documents integral part of the work contract, are supplementing these internal regulations:

- Terms and Conditions of Engagement for staff
- General Terms and Conditions of Engagement and Specific Terms and Conditions of engagement for international staff.

ARTICLE 1: ACCESS TO AND USE OF THE PREMISES

The employee will not introduce or facilitate the access of unauthorized persons to the organization's office premises or houses. Authorized persons are the employees and visitors / personnel with professional relationship with **Saurabh Sagar Sewa Sansthan Charitable Trust.** The employee will not accept to keep any object or good received from unauthorized persons in the organization's premises and houses.

The premises must not be used for personal, political or general purposes in contradiction with the humanitarian nature of the organization's mission.

Nobody is allowed to enter the premises with weapons.

Key allocation:

Keys are provided to the President/ Secretary, Managers, and the authorized staff. For Site offices – Programe Manager, Project Coordinators and Admin Officer.

Access to offices during opening hours

According to flexible time, the office will remain open from 9:00 am/ 9.30 am to 5.30 pm/ 6:00 pm from Monday to Saturday.

Outside these hours, the staffs that are not provided with keys should coordinate with **ore**of key holders.

ARTICLE 2: OBLIGATION OF DISCRETION

The employee must conform to an obligation of absolute discretion on everything related to the organization. This obligation is valid for the media, local authorities and also for other NGOs, aid agencies, in private and in public.

All of the organization's documents, or copies of them, are confidential, they are not for personal use, and may not be taken out for communication to anybody without the writtenauthorization of the President / Secretary.

This obligation of discretion is valid for employees throughout the duration of their contract with the organization, and beyond.

ARTICLE 3: FINANCIAL OR OPERATIONAL COMMITMENTS

The employee undertakes not to make any financial or operational commitments outside

of the context specifically determined by Accounting Procedure.

On the basis of the recommendations formulated during the AGM conducted in October 2022 the following orientations and clarifications are provided with the purpose of improving the quality of the procurement management at Saurab Sagar Sewa Sansthan

3.1 PROCUREMENT FRAMEWOK:

a. Purchasing Procedure:

The procedure is under review in order to ensure coherence and symmetry with the procurement process policy. Pending formal approval and circulation of the updated procedure, all teams must guarantee especially that bid analysis charts are validated by the budget manager/ management trustee or the authorized representatives of the organisation, and whenever needed co-validated by the requester for the procurement through procurement process procedure, including:

- Managing Trustee for all expenditures above 200.000 INR,
- Authorized representatives/ Treasurer/ Secretary for expenditures up to 200.000 INR,
- Project manager/ Admin Manager (if any) for expenditures up to 100.000 INR.

Quotation comparison or the bid analysis charts (Annex -1), have been adapted to facilitate the formalization of multiple validations in line with procurement process.

b. Process related to procurement:

All templates/forms/tools attached to this policy and listed below must be considered as part of the procurement process which is gradually actualized and harmonized. Their use Saurabh Sagar Sewa Sansthan /field office/ program and all project site is therefore compulsory.

c. Predefined response packages:

With the purpose of increasing the efficiency of procurement management, the following predefined response packages will be developed in priority:

- i. Supplier and service provider database and price list: price list for goods and services as per need.
- ii. Contracts: considering the need to reinforce the use of contracts for recurrent purchases of goods and services, standard templates are currently reviewed and/or developed by the Admin team.

Role and composition of the procurement committee are defined in the purchasing policy.

d. Control And Reporting

Internal control system:

In order to minimize the financial risk linked to procurement, an effective internal control system must be set up, implemented and monitored based on the following requirements:

- ✓ Conduction of random monthly checks by the purchaser's supervisor,
- ✓ Systematic control of all procurement files above 25000 INR.
- ✓ Conduction of random monthly checks conducted by Managing Trust
- ✓ Maintaining the hard copies of procurement file

ARTICLE 4: OUTSIDE ACTIVITIES

The employee undertakes not to take on other employment of any kind, nor commitment nor occupation that would be incompatible with his/her function within the organization, and to concentrate all his/her time during working hours to the organization's activities.

ARTICLE 5: GIFTS AND FAVORS

The employee will never ask for nor except for him/her or for others any gifts, favors or advantages from a third party.

ARTICLE 6: TELEPHONE, INTERNET, MAIL

Telephone use may define separator as per flexile market plans and will be circulated to staff separately.

Staff must minimize the use of their personal mobile phone during the working hours (except when receiving professional calls) and keep it switched off or on silent mode as often as possible in order to avoid disturbances for other staff working in the office.

ARTICLE 7: DRESS

All employees must be correctly dressed in the work place in exercising of his/her functions and conforming to the culture of the country; and adopt courteous conduct, respectful of others' dignity.

ARTICLE 8: SOLVING CONFLICTS

Each employee must follow his/her line manager's instructions in exercising of his/her duties. However, in case of conflict with the line-manager, the employee in question can request the intervention of his/her line manager's superior.

ARTICLE 9: WORKING HOURS

Except contrary arrangements specified in contracts, the official hours of work are 9.00 to 17.00 from Monday to Saturday (30 minutes for lunch break) that means 48 hours per week. However, flexibility in timing for one hour will be tolerated (i.e. 8.30 to 17.00 or 09.30 to 18.00).

These working hours may not apply to some specific positions (ex: guards, drivers, caretaker, Cleaner, Housekeeping staff etc.). For such staff, if required the working hourswill be defined in their contract.

The weekly repartition of working hours may be modified at any time if the Programe demands, or at the employee's specific request. This request must be validated by the employee's line-manager.

ARTICLE 10: PROFESSIONAL TRAVEL

The organization may ask an employee to travel within the cities or country level or abroadas part of his/her duties. Employees travelling beyond their usual work-zone will receive allowances in accordance to the modalities provided in the "SAURABH SAGAR SEWA SANSTHAN CHARITABLE TRUST Travel Policy".

ARTICLE 12: PUNCTUALITY

Late attendance beyond 30 minutes must be justified. If the Employee fails to do so and according to the circumstances, the line manager may apply one of the sanctions provided for in the terms and conditions of engagement.

ARTICLE 13: ABSENCE

Absence due to illness or accident:

Any unavailability due to illness or accident should be communicated by the person concerned or his /her family as soon as possible, except in cases of force majeure. The sick or injured employee must provide a medical certificate within 48 hours indicating the anticipated period of absence. For Traveling staff it is also a mandatory requirement to avail of the insurance coverage for those periods.

The employee must return to work at the end of the period indicated on the medical certificate. Any successive extension of the official sick period should be communicated the day before the employee is due to return to work at the latest.

Other absences:

Any justified absence other than for illness or accident must, except in an emergency, receive prior permission from the line-manager. The request for permission must be made in advance of minimum two days.

In case of force majeure making, it impossible to obtain prior permission, the absence must be communicated and explained within 48 hours maximum.

According to the circumstances, not respecting these indications could be considered as misconduct bringing about the application of one of the sanctions provided for in the terms and conditions of engagement.

Special provision:

Any need of the personal work/field work could be satisfied with the short leaves twice in calendar month for two hours each. And once in a month, half day leave could be availed by the regular staff.

ARTICLE 14: GENERALLY PROHIBITED

In general terms, staff must not carry-out non professional activities within the working hours and must adopt a polite and respectful attitude with all staff members as well as external persons. Staff is prohibited to:

- Be involved in activities of a political or religious nature duringworking hours;
- Insult, threaten or strike other members of staff;
- Put up tracts without management's prior permission;
- Make inscriptions of any kind on the organization's buildings or material;
- Take any action likely to decrease productivity, other than the right to strike;
- Lacerate or destroy service notices or information pinned on notice boards for this purpose;
- Organize kitties or the sale of objects, lay bets or play games unauthorized by management;
- Coming to the work place under influence of drug and / or alcohol.

This list is not exhaustive.

ARTICLE 15: PREMISES

Premises used for work purposes are kept clean and benefit from the conditions of hygiene and healthiness necessary to the health of employees (ventilation, lighting, kitchen, toilets)

The allocation of each office is decided according to the needs of the Programe. Each Employee is required to let his/her desk clean after leaving the office. The cleaner is not expected to clean a desk full of working documents and so on.

Each Employee will treat with care and attention the working area and material that is put at his/her disposal, in accordance with the instructions drawn up by the Organization. As far as office security is concerned, he/she will ensure, when the last to leave in the evening, that:

- The doors and windows are closed properly;
- Electrical and gas-fueled equipment is turned off (computers, plugs, stabilizers, UPS, lights, heating, fans, Air conditioners...);
- No equipment is outside of the office.

ARTICLE 16: EQUIPMENT

Any equipment made available for use by staff remains the exclusive property of the organization or of the partner organization or of the beneficiaries of the programme, according to the contractual context defined in each funding contract.

The organization's equipment is to be used uniquely and exclusively within a work context, and according to the rules drawn up by the organization, taking particular care regarding the security of persons and the maintenance of this equipment. It is forbidden to take office equipment out of SAURABH SAGAR SEWA SANSTHAN CHARITABLE TRUST premises after office hours to use it for personal matters, apart from lap tops. Employees who wish to take office equipment home for professional use should seek permission from their Line Manager, based on which concern official willissue the equipment in the staff's name.

The employee will be held responsible for any damage to documents or equipment caused by his/her fault or negligence. Incorrect use or abuse of equipment could be the object of professional sanctions.

All objects belonging to the organization, especially including means of access or recognition (keys, service cards...) must be returned by the employee at the end of his/hercontract.

ARTICLE 17: VEHICLES

Office Vehicles:

In general terms, any person using the organization's vehicles must conform to the legislation and regulations concerning the driving of vehicle.

Unless for emergency reasons, the office vehicles will only be used for duties within municipal limits of the city. Use of Saurabh Sagar Sewa Sansthan Charitable Trust (vehicles for private reasons)is strictly forbidden.

Car:

No staff other than the Driver is authorized to drive office car, except in emergency cases.

In case of an emergency situation, staff with valid driving license can be permitted to drive with authorization by the President/ Secretary / Programe Manager / Administrator.

Users are also required to strictly observe the following prescriptions:

- Drive with all the necessary care and precaution;
- Keep the vehicle clean, and before departure check that all the necessary equipment is in the vehicle;
- Do not let drive any person who has not been formally authorized to do so by the organization.
- Do not transport anyone other than members of staff, partners and financial donors.
- Inform the Administrator or the official of any anomalies in the running of the vehicle. In an emergency, inform them by telephone;
- In case of a run in with another vehicle or a more serious accident, fill in the accident declaration form and inform President/ Secretary or Administrator immediately.
- Inform management of any fines received immediately.
- Fill in the vehicle logbook properly after each trip.

Two wheeler (in case may be):

The vehicle can be used with the permission of Authroised persons/Managing Trustee / Administrator / Concern Officer.

- Fill in the vehicle logbook properly after each trip.
- User should carry valid driving license
- Helmets **must** be worn while driving, including the pillion rider.
- No more than 2 people are allowed on the bike.
- All road violation incurred as a result of staff persons failure to respect the law willnot be payable by the organization.

Organization is not responsible for any damage or injury to the office vehicles caused by an accident due to negligence in driving. The user must take all the precautions necessaryto protect the vehicle and its contents. He/she will be particularly responsible for lockingthe doors.

Personal Vehicle:

Staff can use his / her personal vehicle for office purposes in case the office

vehicle is not available with prior approval.

In such case the staff is required to maintain a logbook, noting the kilometer run
and the purpose. The President/ Secretary or the Managing Trustee in
consultation with the Administrator will decide the rate and review it periodically.

Mode of transport to be used will be based on the level on which the staff is placed, the urgency of the task etc.

ARTICLE 18: FIRE PREVENTION

Doors, emergency exits and corridors must be kept clear and the electricity panels should always be unencumbered. Fire extinguishers should not be handled other than for their normal use and should be easily accessible.

ARTICLE 19: NO SMOKING

Smoking and chewing tobacco is prohibited inside Saurabh Sagar Sewa Sansthan Charitable Trust offices and also Saurabh Sagar Sewa Sansthan Charitable Trust partners' offices.

ARTICLE 20: DANGER

All employees should immediately inform their employer or direct line-manager of any work situation which seems to him/her to present a serious and imminent danger to life or health, and of any defectiveness in the systems of protection.

In case of accident, earthquake, fire or danger of any kind within the organization's premises, compromising the working conditions that protect the health and safety of employees, staff should report to their line-managers and follow his/her instructions.

ARTICLE 21: ACCIDENTS

Except in cases of force majeure, absolute impossibility or for legitimate motives; any accident-causing bodily harm, however minor, should be immediately reported to the management. If the victim is unable to do so him/herself, those present should do so on their behalf.

Anyone witnesses to an accident should inform their line-manager and make themselves available to management to assist with rescue operations and provide their account if required.

ARTICLE 22: PROHIBITED SUBSTANCES

It is prohibited to enter or remain at the organization's premises under the influence of prohibited substances; or to consume such substances inside the organization premises.

It is also prohibited to distribute or sell on the premises drugs, arms, toxic substances or alcoholic drink. The use and transport of any of these products or materials inside the premises of the organization or during working hours may lead to disciplinary action.

ARTICLE 23: MEDICAL EXAMINATIONS

The organization's personnel will undergo the mandatory medical visits provided for in regulations concerning occupational medicine or in any other provisions.

ARTICLE 24: MODIFICATION

The organization reserves the right to modify and update the internal regulations at any time, and to inform employees of these modifications in writing.

ARTICLE 25: APPLICATION OF THE LAW

Relations between the employee and the organization are governed by the employment legislation in effect in India.

ARTICLE 26: EFFECT

These present Internal Rules come into effect with immediate effect and replace all previous versions of internal regulations. For the care taking / driving staff, who may have difficulties in understanding English, their line managers are advised to explain them of the conditions in Hindi or any other regional languages as the case may be. In the event of litigation, only the English version of these Regulations will be considered valid.

Authorised Signatory

Saurabh Sagar Sewa Sansthan Charitable Trust

- 1. Annexure-1 part of appointment letter
- 2. Annexure-2 Bid Analysis Sheet
- 3. Annexure-3 Leave Application Form
- 4. Annexure-4 Gate pass
- 5. Annexure-5 Travel Reimbursement Sheet

PART OF APPOINTMENT LETTER

TERMS & CONDITIONS:

- 1. PROBATION PERIOD: You will be on probation for a period of Three months from the date of your Joining. During this period your work, attendance & conduct will be under scrutiny. During this period your services can be terminated without assigning any reason or notice thereof.
- 2. RESPONSIBILITY: You will act within the framework of organizational structure, policies and directions as may be laid down by the management from time to time. You must perform/execute your work with utmost care and sympathetic attitude towards the patients and in the process also ensure that hospital's rules and regulations are not violated.
- 3. WORKING HOURS: You will be governed by the working hours as decided by the management for smooth operation of the hospital. The Working hours are subject to change which shall be fully acceptable to you.
- 4. SHIFT WORK: It is important to note that owing to the emergency nature of work in the hospital and depending upon the criticality of the requirement, you shall be ready to work in different time schedule including night shifts. The changed time schedule or shift works shall be conveyed to you by the management from time to time in the eventuality of the Hospital working in 24X7 time zone.
- 5. LEAVE: You will be eligible for leave 18 Days leave per annum (i.e. one per month of service leave, five Holidays full leave and two half day leave). Monthly leave requires pre sanction of immediate Superior and should be conveyed to HR department also in advance. You are also eligible for benefit of leave encashment as applicable.
- 6. PROMOTION & SALARY INCREAMENT: Increase in your salary will be revived periodically as per the policy of the organization. Increment in the salary range applicable to you, will be on the basis of demonstrated results and effectiveness of performance during the period of review. Advancement both in terms of promotion & increase of pay will depend solely on your performance and will not be a matter of right.
- 7. TRANSFER: The management will be within it's right to transfer you for work in any other department/unit/division anywhere in India where the organization has a branch/unit/site of work either at present or in future, depending on

exigencies of work. In such a case, you will be governed by the terms and conditions of service as applicable to the new assignment.

- 8. TRAVEL: You shall be ready to travel for any work related to you or for any work which management seems important for the benefit of hospital etc. Your travel expenses shall be reimbursed by the management depending upon your grade and designation.
- 9. CONFIDENTIAL INFORMATIONS: It is accepted that in the course of your employment with us you will be exposed to valuable, confidential and trade secret information of the organization/hospital. You must treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of your employment.
- 10. PHYSICAL FITNESS: Your continuance in service is subject to your remaining physically and mentally fit. As and when required by Management you will submit yourself to medical examination by physician of the choice of the management. In case you are found to be medically unfit in sync with the nature of your employment, you can be shifted to another work as per the wish of management or may even be asked to leave the organization, subject to clearance of all your dues.
- 11. ADDRESS: Your present address, mobile No and email id as shown in your appointment letter is kept in the official record for all future communication purposes. However, you shall keep the company informed about changes in them so as to facilitate communication with you and in case no updation is done in official record with organization, any communication sent to the present residential address/mobile no/ email id shall be deemed to have been delivered to you.
- 12. ABSENCE FROM DUTIES: Your absence for a continuous period of 5 days(including absence when leave though applied but not granted) or overstay for a period of 5 days would make you to loose your lien on the job and your services may come to an end at the sole discretion of the Management.
- 13. TERMINATION OF EMPLOYMENT: During 1st three months of your employment, management can terminate the employment by giving only 24 hours notice period. Similarly, Employee can also resign by giving 24 hours notice.

After 1st three months period is over, both sides shall have to give 1months notice before termination or resignation as may be the case. However, in case the employee is found to have been involved in any crime/misconduct involving cheating, forgery, stealing company's property or money, revealing company's confidential information, crime/misconduct against women etc the company shall terminate the employee by giving 24 hours notice period.

However, in all the circumstances the employee shall fullfill all other terms as agreed under this agreement before leaving the company.

14. ON TERMINATION: On termination of this contract, you will immediately give up the company all correspondence, specifications, formulae, books, documents, market data, literature, cost data, drawings, effect or records, etc, belongings to the company or relating to its business and shall not make or retain any copies of these items.

15. EXPERIENCE CERTIFICATE:

Experience certificate will be given to only those employees who have completed the probationary period with the organization.

16. RETURN OF ALL DOCUMENTS/VALUABLES ETC:

All materials furnished to you , and all materials prepared by you in connection with your employment , including without limitation, documents, models, source code, designs flowcharts and listings, along with all copies made thereof shall be returned promptly to organization upon termination of your employment or on resignation by you.

17. ENFORCEMENT:-

In case you commit a breach of any of the provisions of this agreement, the Management of Hospital shall have the right to enforce this agreement in any court having equity jurisdiction.

18. SETTLEMENT OF DISPUTES/JURISDICTION:-

At any point of time during the tenure of your employment, if you have any dispute, difference of opinion or any grievance against any fellow staff or with management, you shall bring to the notice of the management such dispute, difference of opinion or grievance and give reasonable time to management to resolve them.

This appointment letter along with it's terms and conditions are subject to jurisdiction of the courts of Uttar Pradesh.

19. GENERAL: The above terms and conditions are based on Hospital's policy, procedures and rules and regulations currently applicable to it's employees and are subject to amendments and adjustments from time to time.

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(Unit of Saurabh Sagar Sewa Sansthan)

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Website: www.jahrc.com • Mobile: 7406148877

E-mail: jeevanasha@jahrc.com

LEAVE APPLICATION OF	
Application No.	Month. :
	Date:
Type of Leave (✓ Any one): HOURLY ☐ HA	ALFO FULLO
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OR =	
More Days i.e. Date : From//	20/20
NUMBER OF DAYS ON LEAVE ONE TWO	THREE MOREDays
Purpose of Leave :	
(Supporting Document for Reason of Leave ma	y be required by the management)
Name of Applicant :	Approved by:
(Signature of Applicant taking leave)	Approval

- 1. Reminder to be given even after approval of leave.
- 2. Important / urgent work / Document must be explained to team member.
- 3. Leave earlier granted may be cancelled in case of urgent / important work or emergency in the interest of Professional work.

JEEVAN ASHA HOSPITAL & REHABILITATION CENTRE
GATE PASS

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Name of Employee			
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Signature Of Authority

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