

Specially Funded Program Policy

(In operation from April 2002)

The Samabhavana Society does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, handicap/disability, in employment or in the application, admissions, participation, access and treatment of persons in programs and activities.



Samabhavana Society
4th floor, S S Phule
Municipal High School,
Meherpada compound,
N M Joshi marg Byculla (W)
Mumbai-400027 (Mah) India

ISO 9001:2008 Organization
T +91 22 23080592/93
F +91 22 23008436
samabhav@samabhavanasociety.org
samabhavanasociety@gmail.com
www.samabhavanasociety.org



TABLE OF CONTENTS

	Page
1. Establishment of Specially Funded Positions	1
2. Resolution of Controversy.....	1
3. Employment	1
4. Employment Conditions	2
5. Compensatory Time and Overtime Payment.....	2
6. Annual Increases	3
7. Employee Benefits	3
Flexible Benefits Programs.....	3
Sick Leave	3
Bereavement Leave	3
Personal Time.....	4
Vacation	4
Holidays.....	4
Leaves of Absence.....	4
Family Medical Leave (FMLA)	4
Leave Without Pay.....	4
8. Termination.....	4
9. Resignation.....	5
10. Exceptions	5
11. Duration.....	5
12. Draft copy of the contract.....	5

1. ESTABLISHMENT OF SPECIALLY FUNDED POSITIONS

1.1. Specially funded positions are the result of an internal or external funding proposal, or a program. The policies governing the selection, employment, and benefits specifically for specially funded positions are contained in this manual.

1.1.1. Externally funded positions are those that are funded through a grant, contracts, or restricted donations.

1.1.2. Internally funded positions are those that are responsible for the development and administration of programs that are supported by the Samabhavana Society internal funding generation or allocation, unrestricted donations, or charges such as community education and other non-credit revenue producing programs.

1.2. The President has the responsibility of determining the need for specially funded positions.

2. RESOLUTION OF CONTROVERSY

In the event of a perceived inequity or circumstance that is not covered either by this policy manual or as per Project Managers decision, an employee shall take the matter directly to the Managing Committee within three (3) working days of the perceived inequity. Where appropriate, either party may request the President or designee to be used as a resource for attempting to resolve the issue(s). The President, within five (5) working days after receipt, will advise the employee, in writing, of his/her decision. If the decision rendered by the authority is not satisfactory to the employee, he/she may, within three (3) working days after receiving a reply, request a review by the General body. If the decision rendered by the General Body is not satisfactory to the employee, he/she may, within three (3) working days after receiving a reply, request that the appeal be reviewed by the Funding agency. The funding agency will review the evidence and issue a written decision, which is final. The written appeal and decision will be retained in the employee's personnel file.

3. EMPLOYMENT

3.1. Hiring qualifications for each authorized position will be established by the Project Manager and a Job description shall be made available. The individual staff and administrative relationships, general responsibility, and authority will be expressed in the position description.

3.2. Job Title and Description

The Accounts Department will evaluate the job description for the appropriate grade level and will publish a list of Specially Funded Classification Groupings by Salary Grade levels. The President may determine which step in the established salary grade to use for placement.

3.3. Posting of Specially Funded Positions

3.3.1. Specially funded positions will be posted internally and/or externally.

3.3.2. When a specially funded position opens, the Samabhavana Society will advertise the opening for a minimum period of five (5) working days.

4. EMPLOYMENT CONDITIONS

4.1. The assignment shall normally not exceed one (1) year or grant period.

4.2. Specially funded employees will retain their original service date if there is no break in service.

- 4.3. External applicants hired under this policy are "At-Will Employees". As an at-will employee, either the employee or Samabhavana Society may terminate employment without cause upon two (2) weeks notice.
- 4.4. A regular employee who accepts a specially funded assignment/project will maintain all rights and privileges as appropriate under his/her employee policy manual.
- 4.5. A specially funded employee may not be permanently reassigned into a different specially funded position. A specially funded employee may be temporarily assigned to assume the duties of another specially funded position while recruitment efforts are being conducted. The Project Manager will determine additional salary for the assumption of these duties.
- 4.6. A regular employee serving in a specially funded program will continue to accrue service credit.

4.7. Employment in Addition to an Original Assignment

A specially funded employee may accept a extra assignment with written clearance and as long as it does not hamper with the work that the employee has been hired for

- 4.7.1. The extra assignment does not take place during the normal hours of accountability.
- 4.7.2. The employee receives written approval from his/her President.

4.8 Initial Salary Placement

Salary placement will be made in accordance with the appropriate policy manual of the applicant. Exceptions to initial salary placement may be made by Samabhavana Society.

5. COMPENSATORY TIME AND OVERTIME PAYMENT

- 5.1. Overtime is not applicable for employees in specially funded projects.

6. ANNUAL INCREASES

- 6.1. Specially funded employees (except regular employees working under special funding) will not automatically receive the same increase as might be received by regular personnel. If possible, increases for specially funded employees will be built into the specially funded program and may occur at times other than that for regular employees.
- 6.2. The Project Manager, with approval from the President, will initiate paperwork to implement annual increases and extension of assignments. The Accounting Office will approve all assignment changes. All annual increases must adhere to the salary schedule published for the position's grade level.

7. EMPLOYEE BENEFITS

7.1. Flexible Benefits Program

Specially funded employees who work forty-eight (48) hours or more per week will participate in the to the extent allowed by the funding agent.

7.2. Sick Leave

- 7.3.1. Each full-time twelve (12) month employee will be allowed 104 hours sick leave per year, accumulative at the rate of 8 hours for each four (4) weeks of service. Full-time employees on a nine (9), nine and one-half (9 1/2), or ten (10) month basis will accumulate prorated sick leave benefits. Employees who work fewer than thirty (30), but twenty (20) or more, hours per week will accumulate

prorated sick leave. Specially funded employees who work less than twenty (20) hours per week will not accumulate sick leave benefits.

7.3.2 Samabhavana Society will require proof of illness at the determination of the accounts department.

7.3.3. A specially funded employee who is re-employed from one program year to the next will continue to accrue sick leave as provided by the terms of the funding agency.

7.4. Bereavement Leave

7.4.1. Accrued sick leave may be used (up to but not in excess of five [5] days) due to death or serious illness of an employee's spouse/partner, father, mother, grandmother, grand-father, child, stepchild, foster child, brother, sister; or spouse's father, mother, grandmother, or grandfather in any one instance.

7.4.2. The program manager may grant bereavement leave to employees based on illness or death of persons other than those listed in section 7.4.1. above.

7.4.3. Travel time in connection with the above, not to exceed five (5) days in any one instance, may be charged against accrued sick leave.

7.5. Personal Time

Personal time, not to exceed (two) 2 days (16) hours-per year, may be granted for an activity that can be accomplished only on the workday involved. Examples may include assisting a relative in an emergency situation, an appointment with a professional, a funeral, etc. As much advance notice as possible should be given for scheduling purposes. Personal time is not to be used routinely to come in late or leave early from work. Personal time shall be charged to the employee's sick leave account and is not accumulative in nature. Personal leave cannot be carried over to the next contractual year.

7.6. Vacation

7.6.1. Employees hired in specially funded faculty positions or whose external funding source prohibits vacation hours and are not eligible to earn vacation.

7.6.3. Specially funded employees who continue from year to year and whose funding source is an internal, self-supporting program, i.e. fee for service, will accrue the same number of vacation days as their counterparts in a regular Board-Approved Policy Group. Employees in these positions are eligible to rollover unused vacation hours into the next funding year. The same carryover provisions will also apply. Internally specially funded employees whose employment is terminated or those who separate will be paid at the time in which the separation/termination occurs.

7.7. Holidays

Indian Bank holidays will be observed for all specially funded personnel when it does not adversely affect their project responsibilities and/or the funding agency's requirements. Specially funded employees must be in a paid status the day before and the day after the holiday to receive holiday pay.

7.8. Leaves of Absence

7.8.1. Family Medical Leave (FMLA)

Family and Medical Leave will be provided to full-time and part-time eligible employees not to exceed 12 weeks within a (twelve) 12-month period for adoption or childbirth, to care for an ill child, parent, or spouse, or for the employee's own illness. The leave may be a paid or unpaid leave based upon the employee's accrued time available. Accumulation of accrued time will continue while the employee remains in a paid status. Accumulation of accrued leave will cease when the employee goes into an unpaid status but previously earned benefits will be held in suspense for the employee. An employee who is granted a Leave of Absence under FMLA will return to the position which he/she left or an equivalent position, unless the funding has been depleted prior to employee's return to work.

7.8.2. Leave Without Pay

Leave without pay will be at the discretion of the President/Project Manager.

8. TERMINATION

- 8.1.** In the event a program is terminated or curtailed, the employee will be given at least thirty -(30) working days' notice of termination.
- 8.2.** External applicants hired, as specially funded employees have no continuing nor rehire rights at the end of any grant period or upon the expiration of funding.
- 8.3.** Specially funded employees whose positions have been terminated will not have priority rehire status.
- 8.4.** External applicants hired under this policy are "At-Will Employees". As an at-will employee, either the employee or Samabhavana Society may terminate employment without cause upon 48 hours notice.

9. RESIGNATION

In the event a specially funded employee resigns, it shall be the responsibility of the employee to notify his/her immediate supervisor and the Managing Committee at least one month prior to the termination date. The notification should be in writing.

10. EXCEPTIONS

The appropriate Project Manager, in consultation with the President of the organization can individually authorize exceptions to any portion of this policy.

11. DURATION

This policy manual will be effective upon ratification by the Managing Committee and shall continue in effect unless modified by the Board.

COPY OF THE CONTRACT *

The contract is for the position of the..... for Samabhavana society.....project: for a period of months from to 200.....

This agreement will be applicable with respect to the following terms and conditions, as set below:

Duties and responsibilities of the are outlined as such:

- ➔ All duties will be, only in direct connection with Samabhavana society
- ➔ General administrative functions)
- ➔ Ensure the safety and maintenance of existing data and new materials
- ➔ Report directly to the Project director/Secretary and E.O of the organisation
- ➔ The site administrator will be expected to put in minimum 48 hours work per week
- ➔ Any travel apart from the clause specified will be provided separately

The duties outlined above are subject to change at the discretion of the managing committee as represented by the secretary & E.O with respect to expected organizational development

Remuneration:

During the term of the contract the will be paid a consolidated remuneration of Rs.per month (..... only), this will include to and fro travel from home to office

The Samabhavana society will encourage and support the.person in pursuing continuing education and training which will further enhance the overall growth of the individual and also the organisation

Terms and conditions:

Settlement of bills:

All bills must be submitted in original and certified by the Project Director and the is expected to submit weekly report besides his daily work sheet, the settlement of the remuneration will be done only on submission of reports

Non-disclosure of information:

..... acknowledges that in the course of its operation, Samabhavana society has developed and gathered extensive data, information, process and systems of a confidential nature, without limitation, information or evaluations pertaining to distributions, contact persons, programmes of Samabhavana society, research data, planning data, development data, experience data, business process, methods, know-how and other confidential information, knowledge of data used or useful in conducting the operations of Samabhavana society (collectively, the “confidential information”); that the disclosure there of is being made by Samabhavana society to site administrator only because of the position of trust and confidence which the will occupy, that strict protection of the confidential information is important.

..... will not directly or indirectly divulge, disclose or use at any time either during the term of this agreement and thereafter, any confidential information unless the shall first secure written consent from the President & Managing committee.

Return of proprietary information:

Upon termination of this agreement, will promptly turn over to Samabhavana society or its authorized agent in this case the secretary & E.O all documents in regards of its work and it retains all rights to intellectual property including programmes/data created, included or any such work that was done in the scope of its work

No right to employment:

By virtue of this assignment, the cannot claim employer status with Samabhavana society, its funders or projects

Arbitration:

The parties hereto agree, if any disputes or differences shall arise then the parties hereto agree to resolve by mutual negotiations and failing settlement by mutual negotiations, the disputes and differences will be referred to arbitration by a sole arbitration to be appointed by Samabhavana society. The arbitration will take place in Mumbai and all its arbitration shall be held in accordance with the Indian arbitration Act, 1996, the courts located in Mumbai shall have exclusive jurisdiction for all matters relating to any dispute or difference, any award made by the arbitrators shall be final and binding on the parties hereto and it may be enforced in the High court of Mumbai by asking the same rule of the said Honorable court

Termination:

Either party on giving the other party days notice in writing can terminate the contract. Non-compliance to any terms of the contract would form grounds for termination of contract.

Severability:

The invalidity or unenforceability of any such particular provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such valid or unenforceable were omitted.

IN WITNESS WHEREOF, the parties have executed this consultancy contract in duplicate on the date first above written

FOR
SAMABHAVANA SOCIETY

FOR

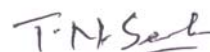
* Draft copy of the contract that is amended as per position and job description



President



Secretary



Treasurer