MUKTI

MUKTI Associate Engagement Hand-Book (Code of Conduct)
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Background

Mukti is a non-profit socio-economic development trust registered under Govt. of India Trust Act 1882, section 64 (Reg. No. – IV-104) dated 9.03.2005. The organization is operational in rural West Bengal. Its registered address is Vill. & PO- Purbasridharpur, PS – Raidighi, Dist – South 24 Pgs, West Bengal-743383 and City office is at 22, Canal Side Road, Kolkata-700084. It aims to work as HEALER-AID for our society in the areas of Health, Education, Agriculture, Livelihood, Environment, Recovery & Resilience, Awareness & Empowerment, Integrated Development and Disaster Response. MUKTI serves the needy irrespective of cast, creed, sex, age or religion. We at MUKTI endeavor to dig out root causes of different problems and construct holistic solutions that would best help our society as the organization believes that only a lumpsum monetary aid will not solve the problems of the society.

Vision

MUKTI's vision is to engage largest number volunteers to create grassroots level socio economic organization that contributes towards sustainable development of people in need. MUKTI aims to achieve its vision in co-operation and collaborating with the Government agencies and other NGOs, where appropriate.

Organization Structure

The President, Secretary and Treasurer supported by 950+ International and National Volunteers and a 09 members board shall monitor and support the functioning of the MUKTI organization operating under a Director Operations in districts of West Bengal. The organization structure may change from time to time as decided by the Board/President/Secretary, depending on needs and objectives, and available personnel. It has to be understood that MUKTI undertakes various projects to meet the Vision stated above, which may expand or contract depending on the donors and financial position, and/ or as decided by the Board.
Equal Engagement Opportunity

MUKTI provides equal & fair opportunity to all its associates. A Standard Recruitment Policy and Guidelines exist which allows equal opportunity to all individuals without regard to race, religion, sex, colour, region etc. on a contractual / part time/full-time /temporary basis whichever is appropriate. Under ordinary conditions, an individual must be aged 18+ or above to be engaged with MUKTI.

Categories of Engagement

Engagement with MUKTI is generally as a consultant. MUKTI does not employ any staff in the organization. Persons engaged with MUKTI have an agreement with the organization and the Categories of agreement will be mainly (1) Consultancy Agreement – Those who are under this agreement, have appropriate tax deduction under Govt. of India Income Tax Rule…..and any other applicable deduction from their fees. The Consultants may also be some time under probationary period. (2) Volunteer Agreement – Those who are under this agreement have applicable tax deduction from their stipend/fees. The nature of agreement depends upon the nature and expertise of work.

There is also another category of engagement under which comes the Casual Workers or Mukti Sathis. They are the ones who are engaged on a daily basis or piece rate basis of work, which is essentially occasional or casual in nature on day-to-day basis.

The document refers to all categories above as “Associates”.

www.mukteweb.org info@mukteweb.org
Office practices

(A) GENERAL:

1. Personal Information

Proper personal record management is important as it reflects the organization's respect for individual associates. Furnishing of any false or incorrect information shall be considered as violation of ethical conduct and shall result in disciplinary action.

It is important that the personnel records of MUKTI be accurate and up to date at all times. It is Associate’s responsibility that they will promptly notify Human Resource Department of any change in name, home address, telephone number, marital status etc. In absence of the notification, the annual increment may be withheld.

(2) Use of Organization’s Property

MUKTI will provide you with the necessary equipment to do your assignments. None of this equipment should be used for the personal/unethical purpose and no personal/unethical data should be stored in the equipment like-Desktop, Laptop, nor removed from the physical confines of MUKTI unless it is approved and your job specifically requires use of organization equipment outside the physical facility of MUKTI. These include tangible assets such as equipment and machinery, systems, telephone lines, facilities, materials, resources as well as intangible assets such as proprietary information, goodwill, relationships with stakeholders and suppliers etc.

(3) Dress Code

All associates should be suitably and adequately dressed consistent with the prevailing culture.

(4) Anti substance abuse

No associate is allowed to consume, possess, sell or purchase any alcoholic beverage or drug or any controlled substance on/ in any MUKTI premises or property or vehicle owned or leased on behalf of MUKTI. No associate shall report on duty while impaired by use of alcoholic beverages or drugs. It is expected all associates should report such activities to the supervisor/Line manager or personnel representative. Associates who violate this policy may be subjected to disciplinary action.

(5) Safety and Accident rules

MUKTI thrives to provide a healthy, hazard free, safe environment for you to work in. It is
your responsibility to learn the location of all safety and emergency equipment. As an associate, you have a duty to comply with the safety rules of MUKTI, assist in maintaining a hazard free environment, to report any accidents or injuries including any breaches of safety and to report any unsafe equipment, working condition, process of procedure, at once to your line manager.

(6) E-mail, Internet, Social media and related Communication policy

This policy defines the standards and guidelines relating to written communication e.g. the use of E-mail and Internet facilities, use of MUKTI’s Logo, Letterhead etc. The use of these facilities is restricted to responsible associates of the organization, strictly for organizational purposes only and no unauthorized changes or reproduction is permissible. Associates are not allowed to post anything on social media related to the organization without any prior approval from the concerned authorities.

These facilities are provided to as business tools and their use must not:

   a. Have a detrimental effect on associate productivity
   b. Disrupt the operation of the computer system
   c. Harm the organization reputation

(7) Fees & Stipend Administration

Keeping in mind the minimum wages act, MUKTI has designed a fees administration for each category and grade of workers, including for casual workers. The administrative department looks after fees and daily wages. The major portion of payment is paid through the Bank, where practicable and payment is paid usually on the last day of the every month.

8. Annual Fee Reviews

Fee reviews are awarded at the beginning of financial year for all Consultants and Volunteers subject to satisfactory service during the year. Satisfactory service to be judged on the following parameters:

1) No deduction of fees due to excess leave taken, except for medical reasons.

ii) No adverse report about the Consultant/Volunteer or his/her performance by the respective reporting authority and confirmed by the Management.

iii) These reports are reviewed by the Senior Managements (Secretary & President) and will provide a base for planning the growth & Development of the associates
iv) Programme Managers will set Individual Operating Plan for each associate to line up individual performance.

9. Capacity Building of Associates

Optimizing the utilization of human resources, and to further help the associate to achieve the organizational goal as well as their individual goals, MUKTI provides training either from the internal source or outsource where and when it is necessary and appropriate, in addition to learning on the job. Training needs are identified through competency mapping, or through discussions or appraisals. Refer to HR manual for detail.

10. Promotion

As per the need of the organization the designation and job responsibilities of Consultants or Volunteers may be changed subject to vacancy and requirement. To change to a new designation, the eligibility criteria and skill required for each position is considered along with suitability. The performance and evaluation is taken into consideration and any change of Job responsibility or designation has to be sanctioned by either the Director Operations or President or Secretary as appropriate and in writing.

11. Grievance:

MUKTI has a guideline of complaint policy and its redressal system (refer HR manual). From the guideline associates of each area are aware how and to whom to address their complaint. The guideline also displays the procedure to solve disputes and problems of associates.

12. Sexual Harassment Complaint Policy:

Associates of MUKTI shall be treated with dignity to maintain a work environment free of sexual harassment, whether physical, verbal or psychological. A policy of dealing with sexual harassment is also present in the HR Manual.

(B) ASSOCIATE RULES AND SERVICE CONDITIONS:

The Associate Rules are framed hereunder and called "MUKTI Associate Rules" shall be binding on all the existing and future associates of MUKTI, a Trust registered under the Govt. of India Trust Act. for social welfare and economic Development of the Society, having it’s City Office at 22 Canal Side Road, Garia, Kolkata-700084.

(2) TERMS AND CONDITIONS OF SERVICE- applicable to All Associates
1. PLACE OF POSTING AND ASSIGNMENT:
An associate may be posted/transferred to any unit of the organization now existing or formed later in any part of Kolkata or West Bengal or any parts of India at any time.

2. SUPERVISION:
An associate shall work under the supervision and control of such person’s as per the Line Management structure of the organization from time to time. The associate shall diligently and faithfully carry out instructions given by his/her superiors and/or persons under whom he/she is placed to the best interest of the organization and the beneficiaries.

3. ATTENDANCE AND HOURS OF WORK:
An associate shall report for work at the scheduled time fixed. All categories of associates are granted a grace time of fifteen minutes, maximum of nine days in a quarterly period. Thereafter, one day Leave will be deducted for every three days of late arrivals from the scheduled time which will be calculated on a quarterly basis. This shall not apply to the associates who have flexible working hours and attend to official business both before and after normal duty hours and also on holidays and Sundays. The Director Operations/President/Secretary may, at their discretion, waive the penalty for late attendance if satisfied about the reasons for late attendance.

It may be noted that the wage scales are designed for normal 42 hours per week, even if many associates may have lesser working hours. It must be understood that, if necessary, the working hours could be longer on occasional days.

4. LEAVE:
MUKTI Leave Policy is as under:
1) MUKTI leave entitlement is for 21 days per year and leave is credited to associates on 1st April of every year.
2) The leave will be carried forward yearly if not utilized.
3) Associates will have to apply 5 days in advance for prior approval of Line Manager to have their leave granted.

Mukti leave for teachers
1) Teachers of MUKTI Support Schools and Kishalaya Schools are entitled to get 12 days leave yearly as they are part timers.
2) The leave will be carried forward yearly if not utilized.

3) Associates will have to apply 5 days in advance for prior approval of Mukti Program Manager to have their leave granted.

No leave will be allowed unless having approval of Program Manager/Line Manager. Unapproved leave will be treated as unauthorized absent and Mukti management will deduct amount from salary if ever the associate(s) undergo such unapproved leave or unauthorized absent.

6. DISCIPLINARY PROCEDURE:

a) Misconduct, breach of service conditions etc.

For this purpose, misconduct shall mean insubordination, act subversive of discipline, fraud, dishonesty in connection with the MUKTI's work, disorderly behavior, intoxication on duty, gambling and holding unauthorized meeting inside the premises, conviction in a Court of Law for Criminal offence, repetition of misconduct.

i) If an associate shall at any time be guilty of misconduct, commits any breach of service conditions or refuses or willfully neglects to perform to the satisfaction of the Organization. any of the duties devolving upon him, or commits any other act which is in the opinion of the organization. prejudicial to the interest of MUKTI or is an act of misconduct, the Director Operations/Secretary/President may give a warning in writing to the associate or issue a show cause notice to the associate as to why appropriate action should not be taken in respect of the complaint received against him/her. The authority. may also suspend the associate with or without the Show cause notice in writing, depending on the gravity of the complaint, for such period as deemed fit.

ii) The associate shall be entitled to give a written reply to the show cause notices within 7 days from the receipt of such notice.

Not receiving / refusal a show cause notice will be treated as misconduct by the associate and the notice will thereafter be posted on the notice board of the place where the associate assigned to work and the City Office for 7 days and this would be treated as service of the notice.

iii) If the reply to the show cause notice is not found to be satisfactory by the Director Operation/Secretary/President, he/ she shall set up an investigation committee for the purpose of investigating the complaint which is the subject matter of show cause notice and the written reply given by the associate. Such investigation is to be completed by the Investigation committee within 4 weeks from the date when the investigating committee is formed. The concerned associate will be entitled to appear in person at such investigation
and lead evidence in support of his/ her case within such time as may be permitted by the investigation committee and the investigation committee, after giving notice to the associate concerned call for such evidence as they think fit and proper.

iv) The investigation committee shall take into consideration all necessary evidence, facts and circumstances and previous records of the associate concerned and submit a final report along with their recommendation/s to the Director Operations/Secretary/President as to its findings within 14 days from the date of conclusion of such investigation.

v) Upon receiving such investigation report, the Director Operations/Secretary/President may acquit the person concerned or give a warning or suspend the associate for such period as he/ she think fit and proper, or withhold promotions or increments. In case the Director Operations/Secretary/President recommends termination of service of the associate concerned, the same shall be referred to the Board/President/Secretary.

vi) The Board/President/Secretary at their next meeting, or a meeting called for the purpose, shall consider the question of termination of service of the associate concerned and the decision of Board/President/Secretary shall be final and binding on all concerned.

During the period of suspension an associate will be paid subsistence allowance at the following rate:

I) up to 90 days of suspension: 50% of the fees

II) beyond 90 days: 75% of the fees

Fees so deducted will be paid to the associate if he/she is acquitted of the charges.

(b) Termination:

- Any harmful event occurred by associate that jeopardizes Mukti’s values, goal and strategies.

- Continuous malpractices by the associate or any offense occurred or ill-full delinquency occurred by associate.

- Negative attitudes of the associate that hampers project or program.

- Convicted for ill works inside and outside the organization that affect badly to project stakeholders.

- Financial misappropriation or financial grumbling or misappropriation of Mukti resources occurred by associate.
• Inefficiency or incapability of the associate that could not be matched with his/her responsibility.

• Insanity, physical infirmity, contagious / infectious disease, continued ill health, medical unfitness for service as declared by a certified medical officer.

• Insolvency or ending project fund of Mukti.

• Closing project timeline and ending contract with the associate.

• Convictions by any ordinary court on any criminal proceedings involving moral turpitude.

• Engaging in any vocation outside that of the organization without written permission of the manager or found to have been working elsewhere during the period of leave of duty.

• Loss of confidence by the organization in an associate holding a position of trust or confidence and any other reasonable cause.

(d) Termination by notice:

Without prejudice to clause a) and b) above the service of an associate may be terminated as per the individual contract but there are exceptions also. By this time (notice period) associate shall officially hand over resources e.g. any property, information, documentations, vehicles, funds etc. (if any) as assigned to the associate. In case of using personal laptops by the associates they should immediately destroy MUKTI’s confidential data upon termination.

III) GENERAL:

(a) Business transactions:

Except with the prior consent of the Senior Management. in writing, an associate shall not enter into any contract or have business transactions or dealing for sale, purchase or supply of goods. materials or services on behalf of the organization with any relative or with any firm or company in which his/her relative is interested. For the purpose of this clause, relative means up to third degree relations of self or spouse. First degree relations will be father, mother, sister, brother, spouse and children. First degree relatives of theirs will constitute the second degree relative of the associate or his spouse and so on and so forth.

(b) Bar on borrowing/accepting gifts:

No associate shall borrow money or otherwise place himself under pecuniary obligation to any other associate or any other person with whom he/she has official dealings.
(c) Confidentiality:

Upon termination of service the associate shall return all records or other information of the organization which may have been given to him in the course of his service or which may have come to his possession by any means and he shall not attempt to make or retain copies by any means of any data, information, knowhow or records of the organization. During service the associate shall keep as confidential the information of the Society which may be known to him/her by any means and shall use it only in a duly authorized manner.

(d) Not to represent organization after termination/resignation:

The associate shall not at any time after termination of his/her service or resignation or retirement, either personally or by his agent directly or indirectly represent as being in any way connected with, or interested in, the activities of the organization.

(e) Alteration:

The provisions of the Staff Rules may be modified by the Board/President/Secretary from time to time in writing and the terms so modified shall be binding on the associate.

(f) Jurisdiction:

Any dispute arising out of service or terms of service shall be subject to the jurisdiction of a competent court in West Bengal,

(g) In all service matters, the associate shall be governed by the organization’s rules and practices relating to the associate category in general in so far as they are not inconsistent with any provision of their rules. It may be noted that from time to time the rules may be amended or modified and the revision will be informed or advised to associates. Additionally, office regulations communicated from time to time require to be complied with diligently.

Satyajit Roy