Terms & Conditions for Expatriates

2016
These Terms & Conditions have been designed to provide expatriated employees with information about their remuneration and benefit entitlements as referred to in their employment contract as well as our other non-contractual policies, procedures and benefits associated with working for AADK (ActionAid Denmark).

These Terms & Conditions also forms part of Expatriates' contract - by signing the contract of employment, the Employee is indicating her/his agreement to the terms and conditions of employment outlined in this document.

These Terms & Conditions are closely linked to the Remuneration and Benefit for expatriates working with ActionAid International and developed in accordance with People in Aid’s Code of Good Practice in the management and support of aid personnel (available on CHS Alliance home page). The principles underpinning these Terms & Conditions are therefore non-negotiable.

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1. **Field of application and employment categories**

The remuneration and benefits described apply to all ActionAid Denmark’s employees posted abroad Denmark (Expatriates, also named as Employee in this document) in the following positions:

- International positions at TCDC, ARI or any International secondment in another ActionAid organisation – These postings are called International
- International positions at Global Platforms – These postings are called GP
- National positions regarded as scarce skills, where it is expected to attract expatriate staff – These positions are called National+
- National positions expected to be filled by national staff – These positions are called National

Advisors employed through People4Change Programme are covered by the People4Change Manual / Terms & Conditions, which is aligned to the present Policy.

In order to take programmes budgetary and legal framework limits in consideration, some differences between terms & conditions for the different categories noticed above apply. Please refer to Section 10 for a detailed outline of the benefits applicable to a specific category.

2. **Contracting**

The Expatriate contract is indicating the role and responsibilities of the Employee and AADK Denmark. The contracting process is initiated by AADK according to a standard set of guidelines to ensure transparency and fairness which apply to all candidates internationally. Hence, personal negotiation of the contract is not possible.

There are three pre-conditions which must be met before a contract can be considered as valid, even if the contract has already been signed:

- All candidates must provide a clean criminal record.
- All candidates must provide a satisfactory health certificate.
- It must be possible to obtain a work permit in the country of service.

The placement is to be considered a full-time placement and the Employee is not allowed to take on additional paid assignments during the placement period. The Employee may take on additional voluntary work during his or her placement as long as this does not interfere with or prevent the Employee from fulfilling his/her duties as an Employee.

2.1. **Probation Period**

A probationary period of three months is applicable to all new Expatriates from the contract start date. Internal candidates taking up a similar new position may have the probation period shortened by recommendation of the employing manager to ActionAid Denmark Head of HROD, but it cannot be waived.

During the probation period, the Line Manager will assess and review the Employee’s work performance, based on an agreed probationary work plan. It is recommended that one2one meetings between the new Employee and their respective Line Manager takes place at least once a week the first three weeks and once a month afterward during the probationary period.
No later than two weeks before the end of the probation period, the Line Manager and the Employee need to meet to complete the End of Probation Review. After this review, the Line Manager needs to make a recommendation to HR on whether to:

1. Confirm the staff member in the post (i.e. probationary period completed successfully).
2. Extend the probationary period; the probationary period can be extended up to an additional 3 months and only if the probation period didn't make possible to assess the Employee’s capability to fill the position (i.e. due to illness, absence of the line manager or any other exceptional reason that does that the Employee didn’t work on his usual tasks).
3. The staff member should be released (i.e. the staff member performance during the probationary period wasn’t satisfactory). Specific requirements need to be met to terminate the employment relationship. Please consult with your AADK Head of HROD.

2.2. Accompanied / Unaccompanied status

An Expatriate is classified as accompanied when he/she is accompanied to the country of service by the immediate family members/dependents. The accompanied status provides plane tickets, relocation allowance, insurance, education allowance and housing allowance to cover the immediate family, as defined below.

Accompanied posts will cover the Expatriate, his/her spouse and up to 3 children who are less than 19 years of age or still in secondary education, whichever comes first. This includes legally adopted children.

Accompanied status benefits will only be extended to the Expatriate, if these family members/dependents accompany him/her to the country of service. If the family members/dependents do not accompany the Expatriate to the country of service, then all rights to relocation allowance, plane tickets, insurance, education allowance and additional housing allowance are forfeited.

Due to certain circumstances within some countries, individual posts can be declared to have an unaccompanied status. The job description and advert of the specific post will indicate whether the posting in question has an accompanied or unaccompanied status. If the Expatriate is advised not to be accompanied by his/her family (an unaccompanied placement), but nevertheless chooses to have them accompany him/her, then it will be the responsibility of the Expatriate to cover all costs associated with any family member or other person visiting or accompanying him/her to the designated country. It is also the responsibility of the Expatriate to ensure that those accompanying the Expatriate are adequately insured, at his/her own expense.

2.3. Co-assigned spouses/cohabiting

If the Expatriate and his/her spouse/cohabiting are assigned to the same country, but employed by different organizations, then all benefits are applicable and remain intact. However, there should not be any duplication of benefits, such as housing or education allowance, which would result in a double dipping of any allowances and/or benefits that the Expatriate receives. It is therefore the responsibility of the Expatriate to proactively disclose this information to ActionAid Denmark. Failure to declare such benefits will be considered a disciplinary offence.
3. **Salary & Allowances**

The salary and allowances are normally stated in EUROS (EUR). A fixed exchange rate between Euros, British Pounds and US Dollars will be defined every year as per the ActionAid Denmark Currency Policy (Please see section 4 below).

The Employee salary consists of the following components:

- Basic salary
- Pension supplement
- Hardship Allowance (only in a limited number of countries)

3.1. **Basic Salary**

The placement in salary scale is set according to the responsibilities and competences associated with the position in question. It is not determined by the Employee’s educational background or seniority, but in accordance with the demands of the position for which the person is recruited. Promotion or demotion from one category to another cannot take place within the same placement.

The job description and advert of the specific post will indicate the actual level of the Expatriate position.

Please, refer to section 11 or details upon basic salaries for the different categories.

It is the ActionAid International policy to annually adjust and review salary scales based on the cost of living, if funds allow. If possible, all staff will receive an inflation/cost of living increase in April of each year, where a fixed percentage will be applied to all salary levels. The inflation rate to be applied to the salary scales will be approved by the ActionAid International Board of Trustees. ActionAid International has made it a policy that all cost of living allowances and reviews of salary scales are based on global levels, meaning that ActionAid does not vary the salary levels in different countries, despite whatever variances there may be in costs of living.

All Employees will be notified in writing of any salary changes.

3.2. **Pension supplement**

It is compulsory for Employee to contribute a minimum of 3% of their basic salary towards a pension. At the same time, ActionAid Denmark will also contribute 10% towards a pension.

For non-Danish Employees, ActionAid Denmark will open a blocked bank account for the Expatriate; and the entire amount including possible interests (defined by the concerned bank) will then be released to the Employee at the end of the contract period. This is to avoid monthly expenses for the transfer of money.

For Danish Employees, the Employee will be signed in the ActionAid Denmark’s pension scheme.

3.3. **Hardship allowance**

This allowance is for Expatriates based in a hardship location, as classified by ActionAid International. ActionAid International recognizes the extra level of stress that can be placed on an individual by the nature and location of their work, differing standards of accommodation, security threats and lack of opportunity to have a break from the work place. In recognition of this hardship, the Expatriate will be entitled to 10% of the basic monthly salary as a hardship allowance.
Currently, the ActionAid International approved hardship locations are Afghanistan, Pakistan and the DRC, but this will be continually reviewed and updated by ActionAid International through their annual risk analysis processes. Please note that hardship country benefits follow the status of the country and are nullified immediately upon change of country status.

4. Extract of Currency Policy

The full Currency Policy is available on ActionAid Denmark’s inSight under Staff Policies

4.1. Currency

As of January 1st 2016, ActionAid Denmark will apply Euros as the primary currency for all contracting relations covered by this manual.

In order to establish transparency and easy resource planning for all parties, a fixed exchange rate will be established between Euros and British Pounds and between Euros and Dollars for all payments.

4.2. Fix exchange rate 2016

<table>
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<th>30-10-2015</th>
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<tr>
<td>GBP/USD</td>
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<tr>
<td><strong>Period High</strong></td>
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<td><strong>From DKK</strong></td>
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<td><strong>Average</strong></td>
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<tr>
<td><strong>Period Low</strong></td>
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</table>

Source: Oanda.com

4.3. Currency exchange gains and loss

In case of variation of DKK/EUR exchange rate during the year, a payment balance will be calculated each year in December (or at the end of contract, if the contract terminates before). Possible regulation will be paid or withheld/invoiced in January the year after.

In case of a variation of DKK/EUR, EUR/GBP or EUR/USD exchange rate above 10 % over a continuous period of three months, ActionAid Denmark will make an adjustment based on the average of the exchange rate of the last 12 months prior to the period in which this variation started.
5. Relocation Policy

5.1. Before relocation

In the event that the Employee has been contracted, but is unable to commence his/her work at the country of duty due to lack of legal permit, the Employee is obligated to work remotely. During this period the Employee will receive the basic salary and pension, but will not be eligible to receive housing or education allowance. Employee and dependents may be insured during this period.

5.2. Flights to and from placement

Air tickets between the Expatriate’s home base/country of service will be provided at the start and completion of employment for the Expatriate and any accompanying dependent family members, on the basis of the least expensive scheduled economy flights. Flight tickets have to be approved by ActionAid Denmark.

The Expatriate will not be given the cash equivalent as a replacement of the cost of the flights. However, tickets to and from alternative destinations may be provided, but may not exceed, the equivalent cost of the flights between the country of service and home base. If the cost of the flights to the alternative destination is cheaper than the cost of the country of service/home base tickets, the difference will not be paid out to the Expatriate.

Any unused entitlement for end of contract tickets will expire within 3 months of the termination of employment. No benefit under this clause can be paid out as a cash equivalent.

5.3. Relocation support and Allowance

Expatriates are entitled to a relocation allowance to help defray expenses associated with moving and re-settling in the new country. This allowance will be given to the Expatriates and any dependents who accompany the Expatriate.

Expatriates will be provided a relocation allowance of 636 € for the Expatriate and 318 € for each of his/her dependents, up to a maximum of 1908 € in total. This allowance should be considered to support the cost of vaccinations, entry visas to the country of service, passport, international driver license and so forth.

The initial accommodation will be provided by the national ActionAid or the Global Platform. It will be for a maximum of two months and on a self-catering basis1 while the Expatriate is searching for adequate accommodation in the country of service. No per diems will be paid out to the Expatriate during this period. The Expatriate will be provided with his/her housing allowance once he/she has a contract for the permanent accommodation. The Expatriate will also be given support by the national ActionAid office with his/her work permit and dependents visas if applicable, opening bank accounts, tax consultants, seeking suitable housing and schools.

5.4. Shipment allowance

When relocating, International and National+ Expatriates will be entitled to transportation of 120 kg belongings; and any dependent family members who will be accompanying the Expatriate to the country of service will be entitled to transportation of 60 kg belongings by dependent.

1 Self-catering basis means that the Employee is responsible for all costs other than the direct cost of their accommodation in this period.
ActionAid Denmark recommends transportation by air.

The Expatriate will be responsible for obtaining at least two quotes for the transportation, and at least one should be for transportation by air, and sending them to ActionAid Denmark for approval. The weight of all packing materials will be included in the limits described above. The most efficient, reasonably secure and cost effective option shall be used.

If the Expatriate chooses alternative means of transportation to what ActionAid Denmark has recommended, then the total cost of transportation will only be reimbursed up to the equivalent of the cost of transportation recommended by ActionAid Denmark. Any additional costs of transportation of the Expatriate’s belongings will be covered by the Expatriate.

ActionAid Denmark will reimburse expenses for storage of the Expatriate’s belongings and the cost of delivering them to his/her final accommodation, while he/she is looking for suitable accommodation within the first two months of arriving in-country. Storage cost is only covered by ActionAid Denmark in case of relocation and until new housing is founded. Storage costs is not covered upon the Expatriate’s repatriation to his/her home country.

GP Expatriates will only be entitled to a shipment allowance of 671 € (and, in case of accompanied position, 335 € for each of his/her dependants, up to a maximum of 2.012 € in total) to support transport of the belongings. The amount will be paid when the contract is signed and it is paid only once in the entire contract period (no shipment allowance is due for GP Expatriate’s repatriation to his/her home country).

Shipment Allowance is to be considered as a supplement for removal. If the contract period is less than 12 Months, no Shipment Allowance is paid.

5.5. Relocation during the contract period

If an Expatriate relocates to another location as a part of his/her contract, then the Expatriate will be reimbursed expenses based on the actual circumstances of the relocation:

*Relocation Allowance*

An extra relocation allowance for Expatriate and dependents is paid, and the Expatriate will have the cost of temporary accommodation in the new country covered for the first 2 months as under normal relocation circumstances, while the Expatriate seeks permanent accommodation.

*Transportation of Personal Goods:*

An extra shipment allowance for Expatriate and dependents is granted under the same conditions mentioned in the section related to Entitlement for Transportation of Personal Goods.

*Travel expenses*

Ticket(s) for Expatriate and dependents are provided on the same conditions than initial placement’s conditions.

5.6. Housing allowance

Expatriates will receive a housing allowance based on ActionAid Denmark Housing Policy that can be found on ActionAid Denmark’s inSight under Staff Policies. Expatriates located as TCDC are required to live on-site and provided a house located on TCDC ground; they do not get housing allowance.
Shortly, the housing allowance is based to a great extent on a benchmark done by the ActionAid office in the country of service or ActionAid International’s house allowance level if any. Adjustments of Housing allowance levels will be done by the 1st of January every year. The allowance should include expenses regarding appropriate security measures, if any.

House standard, procedure for benchmark and yearly review are defined by ActionAid Denmark’s Housing Policy.

The housing allowance is defined in Euros with a fixed exchange rate with British pounds and US Dollars as per the Exchange rate policy noted in section 4.

Once an Expatriate has identified suitable accommodation, the Expatriate will receive 3 months advance on the accommodation allowance. Afterward, the housing allowance will be paid monthly together the monthly salary, independently of rental pay frequency. If the Expatriate for various reasons needs an advance that exceeds 3 months, a special request must be made to ActionAid Denmark and documentation of the lease contract must be forwarded.

ActionAid Denmark will not cover hotel accommodation and pay out housing allowance for the same period. Regardless of the size of the housing allowance advance, the Expatriate is always obligated to repay the advance, if the Expatriate contract is terminated prematurely and before the end of the rental contract period.

5.7. Family

Single parent Expatriates with children up to the age of eighteen months are eligible to have ActionAid Denmark pay for the costs for child minder arrangements in the country of service. Should the Expatriate choose to bring his/her own child minder, ActionAid Denmark will support half of the travel costs for this person. The remainder will be met by the Expatriate. The Expatriate will be responsible for the care of the child and travel insurance for child minders. After the child has reached the age of 18 months, payment of the child minder will be the sole responsibility of the Expatriate.

5.8. Education Allowance

The Employee will be provided an education allowance for up to three children, if they relocate to the country of service with the Expatriate. The education allowance is a reimbursement of up to a global maximum of 4 450 € per child per annum of primary and secondary school fees for International and National + Expatriates; and of 1.931 € per child per annum of primary and secondary school fees for GP Expatriates. ActionAid International does not include nursery schools or kindergarten as a part of the education allowance, therefore the Expatriate will be solely responsible for these costs.

Only in very extraordinary cases, it will be possible to grant an exception to the above rule. This determination would be made by ActionAid Denmark after consultations with the International Secretariat, and would be limited to the conditions listed below:

4. Schools (whichever national or international schools) in the country of service are substantially below the usual standard in similar countries. By “usual standard”, it means the possibility to be prepared to access a higher study degree like access to university. The Expatriate will be responsible for providing adequate documentation to claim that this is the case, e.g. international benchmarks, documentation showing that expatriates in the country of service do not place their children in any schools in the country of service and such.

5. The position changes from a family posting to a non-family posting. This change will be determined by ActionAid Denmark based on information from the Ministry of
Foreign Affairs of Denmark or the ActionAid International Secretariat Global Security Expatriate.

Reimbursement covers school fees for the regular curriculum; this excludes fees related to school books, uniforms, transport, special excursions or trips, special classes or any other miscellaneous charges.

Any entitlements are payable until the child’s 19th birthday or until the completion of the final year of secondary school education (whichever comes first) during the period of the Expatriate contract.

These allowances and benefits can be amended both up and down by ActionAid International at any time, without consultation.

5.9. Local language training

The Expatriate is only expected to be able communicate orally and in writing in the official working language, but if it is assessed to be necessary in order to ease social integration, local language training may be financially supported for the Expatriate.

The Expatriate can in these cases present an application for language training to the national ActionAid office, who will then apply to contracting authority. The maximum amount to be granted is 1,350 €. The money will be forwarded to the national ActionAid office, which will be accountable for the expenses.

5.10. Temporary relocation and emergency evacuation

In the event of insecurity, political unrest, natural or man-made disasters, it may decided to either evacuate or temporarily relocate the Expatriate and his/her family. The Expatriate will always be obligated to follow the instructions and decisions made by ActionAid in these cases.

5.11. Safety and well-being

Responsibilities

The well-being and safety of the Employee during assignment is the mutual responsibility of the Employee and ActionAid – both locally and in Denmark. The three parties play different roles to ensure that the overall framework for the safety and well-being of the Employee and his/her dependents is in place.

It is the responsibility of ActionAid Denmark to secure that:

- Salaries, allowances and benefits, as described in this manual, are paid to the Employee.
- Insurance is secured and paid for the Employee and his/her dependents.
- The Employee is invited to participate in the relevant parts of induction course and additional online courses for Expatriates in Denmark.
- Adequate written guidelines describing a number of practical issues and the approved AADK security plan is given to the Expatriate.

It is the responsibility of the local highest manager (Unit Director, Global Platform manager or the national ActionAid Director) that the Expatriate is:

- Invited to participate in the in-country induction.
- Introduced to:
the working situation (line management, job description, dialogue between Expatriate and her/his line manager, including monitoring and reporting obligations)

- Cultural dos and don’ts
- the security situation in the country
- the national ActionAid Contingency Plan and Security Standard Operational Procedures incl. items related to international employees

It is the responsibility of the Expatriate

- To participate in the E-learning induction course and other specified online or/and on-site courses, and thereafter follow the rules which are laid down to secure his/her safety and well-being.
- To follow contingency plan and instructions incl. relocation or evacuation decided by the ActionAid Incident Management Team, the Crisis Management Team or ActionAid DK’s Security Focal Person and management in case of incident as described in ActionAid Security Plan.

The responsibility of the well-being and safety of the dependents posted in conjunction with the Expatriate ultimately lies with the Expatriate. The employers depend on the Expatriate to ensure that the entire family acts sensibly at all times. If an evacuation is deemed necessary, ActionAid will assist in the evacuation of the dependents.

Insurance

ActionAid Denmark provides a group insurance policy for the benefit of the Expatriate and eventual dependents accompanying the Expatriate in the country of service. An Expatriate should note that already diagnosed health problems are not covered by the insurance. The insurance includes:

- Health and Repatriation Insurance
- Household and Furniture Insurance
- Luggage Insurance
- Catastrophe Insurance
- Private Liability Insurance
- Personal Accident Insurance
- Disablement by Illness Insurance

As soon as the insurance policy is contracted for the Expatriate and her/his dependents by ActionAid DK, the Expatriate will receive the policy and full information by the insurance company. ActionAid DK strongly recommends the Expatriate to download the insurance app on her/his smart phone if possible in order to facilitate support if needed.

5.12. Support during repatriation

Repatriation is the process of providing the Expatriate with support to return to his/her home or original place of residence, work or citizenship.

At the end of the contract, ActionAid Denmark will provide a relocation and shipment allowance to International and National+ Expatriates under the same conditions as those the Expatriate received upon arrival in the country of service.
6. **Pay & Tax**

6.1. **Monthly pay and deadlines**

Salary and other allowances will be disbursed on a monthly basis in arrears. The salary and all other allowances are calculated in Euros as per Currency Policy. The salary and other allowances will be transferred to a bank account specified by the Employee. The Employee is obliged to complete an initial information form, which will provide all bank details; such as bank account number, bank name and address, SWIFT Code, IBAN code and the actual currency which is received in the bank. This means that the Employee’s choice of bank determines the actual currency received in the bank, e.g. if the account is a dollar account, then the money transferred will be exchanged to dollars. The Employee will bear the cost of eventual currency conversions from Euros.

It is strongly suggested that the Employee provides supporting documentation in the form of a letter from the bank or any document on the bank letterhead with the full bank details, including account name, in order to ensure that the information provided is accurate. Please note that payments often get held up in the banking system if the IBAN and swift codes are incorrect. ActionAid Denmark will not be responsible of any delayed payment if it has not received accurate and updated bank information.

The monthly salary slip is distributed to Danish Employees on their e-box and to all other Employees by e-mail. The figures on the salary slip from AA Denmark are in DKK, which are equal to the figures appearing on the contract.

Reimbursement of any documented expenses that ActionAid Denmark is obligated to refund will be effected in accordance with the ActionAid Currency policy and transferred to the above mentioned bank account.

The Employee is responsible for the cost of the bank charges and eventual currency conversions.

6.2. **Allowable deduction**

ActionAid Denmark is authorized to make deductions from the Employee’s pay when:

- They are statutorily required
- Any agreements are specified with the Employee in writing
- Any deductions are incurred due to unauthorized absence from work
- A miscalculation has been made in previous pay
- The Employee leaves and owes ActionAid Denmark money, such as any outstanding advances, pre-payment of the housing allowance for contractual leases, or personal expenses paid by ActionAid or its partner that have not yet been reimbursed
- The Employee leaves and holds assets belonging to ActionAid, and does not return them to ActionAid before leaving

6.3. **Tax**

ActionAid is strongly involved in Tax Justice Campaigns and advocates for paying taxes in the country of service. The requirements below are governed by the same spirit.

Income tax is primarily the responsibility of the Employee and ActionAid Denmark will not compensate the Employee for any income tax liabilities. ActionAid Denmark expects all...
Employees to make prompt and regular payments to the income tax authorities as may be required by local national law. In some countries, it should be noted that income tax will include tax of the salary as well as most or all additional allowances.

The Employee will be required to submit proof of tax registration and proof of annual tax payment or exemption to the contracting authority.

In countries where the employer is required to pay tax (and it is not possible for an Employee to do so by her/himself), ActionAid Denmark will deduct the tax from the salary and allowances and transfer the amount to the national ActionAid, who will pay taxes to the local taxes authorities.

The national ActionAid will in such cases be responsible for obtaining correct tax information from the local authorities. They will also be responsible for calculating the tax and provide the tax figure to the contracting authority. The Employee is required to provide the national ActionAid with the necessary information and to possibly follow-up with the national office to ensure that the process is running smoothly.

In some countries, the tax level is not known at the time the employment contract is signed. In other cases, the Employees may not be required to pay tax according to national law. In these cases, ActionAid Denmark will withhold a part of the salary. The amount withheld is at present 25% of the following: basic salary, pension supplement and relocation supplement.

This is an average tax level in the countries ActionAid operates. The percentage will be adjusted as soon as information about the tax level is provided by the national office.

ActionAid Denmark will undertake an audit of due and paid taxes every year in March. Thereafter, the Employee may receive a surplus or have to pay deficit; this will be regulated with the salary in April or May. If the deficit is more than 10% of the monthly salary, ActionAid Denmark/HR will contact the Employee to agree a pay-back plan.

If ActionAid DK doesn’t know the tax level during the contract period, the amount withheld is reinvested in programme work, preferably in the country. If further information on tax is needed, please feel free to contact ActionAid Denmark at hr@actionaid.dk.

7. **Working hours & Leaves**

7.1. **Working hours**

The Employee follows the rules regarding working hours and Time of in Lieu according to the local rules and norms. There will be no additional payment for overtime or work during leisure time. AADK may claim that the Expatriate do the time registration. If so an introduction will take place during the compulsory induction course in AADK.

7.2. **Annual leave**

*Calculating Annual leave*

The Employee is entitled to 2.5 days per completed month of service, which equates to 30 working days in every complete year of service.

The annual leave year is from January to December. For the purposes of annual leave, one full week’s holiday is counted as 5 days.

The annual leave entitlement will be pro rata in the first and last year of service (unless starting on 1st January or finishing on 31st December).
The rules for Leave

The overall ActionAid International policy is that the value of an individual taking rest is undisputed, and therefore Employees and their line managers are responsible for ensuring that annual leave entitlements are used effectively throughout the leave year. Directors and Heads of Units should monitor and encourage all staff, including the Expatriates, to take regular leave.

All applications for leave must be made and agreed upon by the Employee and the defined line manager. Normal practice would be to apply for leave at least three weeks before the first day of the leave. The Employee must not make any holiday commitments until the leave has been agreed to by the line manager. The annual leave must be requested and recorded using the local mechanism (AADK HR system for GP Expatriates) and must be taken within the calendar year. A maximum of 3 weeks (15 working days) can be taken at any one time, except under exceptional circumstances.

Carry-over of Leave Entitlement

An Employee may carry over a maximum of 10 days’ holiday which must be taken by the 28th of February in the following year; otherwise it will be lost and will not be paid in lieu. Any additional holiday (over the 10 days) not taken by the end of the calendar year will be lost and will not be paid in lieu.

What happens if the Employee becomes ill while on leave?

If an Employee becomes ill while on leave, then he/she should immediately inform his/her line manager and follow the normal procedure for sickness absence. Any remaining leave not taken, due to the illness of the Employee, will be added to his/her annual leave entitlement by amending the leave record and getting it approved by the line manager.

Annual leave during notice period

If an Employee leaves his/her posting before the original date planned in the contract, his/her annual leave entitlement for the current year will be recalculated up to the confirmed end date. If there is any annual leave left, the Employee should plan with the line manager when it is suitable to take this within the notice period, bearing in mind the need to minimize any gaps in handover.

Paid Annual leave entitlement

Annual leave entitlements may not be commuted to their monetary value, except in cases where the Employee is leaving his/her posting before the original date planned in the contract and where it has been agreed with the line manager that it would not be suitable to take the remaining leave within the notice period. In such cases, no more than the entitlement accrued in the final year of service will be paid. Any encashment for unused holiday will be at basic salary and will not include additional allowances.

Postponing Leave days

Under very unusual circumstances, ActionAid may ask an Employee to postpone a holiday. Under these circumstances, the annual leave entitlement will not be lost and if costs have already been incurred i.e. flights purchased and so forth, the holiday should not be forfeited and ActionAid will bear the costs of already incurred expenses.

7.3. Compassionate Leave

In the unfortunate event that a spouse/partner or child dies while the Employee is working for ActionAid, he/she will be provided with up to 10 days’ compassionate leave on full pay in a leave year (January to December) and ActionAid Denmark will cover the travel cost for
the Employee to return to the country of residence. In the event that an immediate relative (father, mother, grandparents or brothers and sisters) becomes seriously ill or dies while the Employee is working for ActionAid, he/she will be provided with up to 10 days’ compassionate leave on full pay in a leave year (January to December). ActionAid will do what is possible to facilitate the speedy return home, if it should be required, although it should be noted that all travel costs will be at the Employee’s own expense.

Paid compassionate leave would not be expected to be in excess of a total of 10 working days in any twelve-month period, except in severe circumstances. Where these severe circumstances occur, this leave may be added to a period of annual leave, thereby extending the usual annual leave period.

In cases of long term illness, where a member of the Employee’s immediate family may need constant supervision and care, it may be possible to take extended unpaid leave or temporarily amend the contracted working hours. This should be discussed in the first instance with the line manager and a proposal should thereafter be forwarded to ActionAid Denmark Head HROD for final approval. Each case will be considered on its own merit.

7.4. Home leave

The Employee and his/her accompanying dependents are entitled to Home Leave related transport between the country of service and the country of residence at the end of each completed year of service. The country of residence is indicated to be the country in which the Employee was residing at the time of signing the contract, unless otherwise indicated in the contract.

Home Leave related transport must be used within 6 months of its eligibility, and this transport will not be provided if it coincides with the entitlement for the end of employment flight. This means, for example, that an Employee on a contract lasting 24 months will get one Home Leave related transport during his/her assignment period.

To elaborate, Employees who have worked a continuous period of 12 months and extend their contract for a further 12 months will be entitled to the cost of an additional flight home. Employees whose contracts are extended for shorter periods of time after the first 12 months are entitled to an additional flight once they have signed the contract that commits them to total length of continuous employment of 24 months. Employees who sign a 2-year contract are entitled to the cost of an additional flight home after completing 12 months of their contract.

The Home Leave must be arranged by the Employees themselves. Prior to the journey, ActionAid Denmark will purchase the relevant tickets on behalf of the Employee, as per the Employee’s request. An Employee can choose to take their home leave somewhere other than their official country of residence. However, ActionAid Denmark will only pay for tickets equivalent to the cost that would be incurred from the country of service to the country of residence. The difference will not be paid to the Employee if tickets to another location are less expensive than the equivalent of the costs for country of service/country of residency airfare.

7.5. Public holidays

Employees are entitled to 10 Public Holiday days per year, unless there are more in the country where he/she works. If so, the public holidays in the country of service will apply.

Public Holiday days cannot be accrued to use as additional annual leave entitlement. There is no provision for payment in lieu of Public Holiday days that are not taken at the defined time, and any untaken Public Holiday days will not be paid out at the end of the Employee contract.
7.6. Sick Leave

Employees are entitled to a minimum 10 working days paid sick leave over a 12-month period. For long-term/critical illness, an Employee is entitled to three months paid sick leave in a 12-month period, or as defined by local labour laws or local policies. Payment will be calculated as related to basic pay plus allowances.

If an Employee has used all the sick leave days to which he/she is entitled, and needs to remain off work for a further period, accumulated annual leave days may be used as sick leave. Once these have also been used, any further period of absence would have to be taken as unpaid leave. This should be discussed in the first instance with the line manager and thereafter a proposal should be forwarded to contracting authority for approval. Each case will be considered on its own merit.

Reporting Illness and monitoring attendance

The Employee should follow the local absence reporting and monitoring attendance procedures, which shall be made known to him/her during the in-country induction.

7.7. Rest & Recuperation leave (R&R)

As well as the standard holiday entitlement, ActionAid will provide an Employee with R&R leave if they are placed in an unaccompanied placement and in an approved R&R location. Currently the ActionAid International approved locations are Afghanistan, Pakistan and the DRC, but this will be continually reviewed and updated by ActionAid International on the basis of their annual risk analysis.

The R&R leave entitles the Employee to take an additional leave period of five working days every three months for rest and recuperation together with an allowance of € 1,275 for each R&R leave, to be used as he/she deems suitable. If the Employee does not take his/her R&R leave at the allocated time, or within 2 weeks of the R&R date, he/she will forfeit this allowance and the right to take that R&R leave, except in exceptional circumstances such as an emergency.

While holiday can provide the opportunity to return home, R&R should be seen as a complementary opportunity to remove the Employee from the stressful work environment and is not designed as supplementary holiday. If an Employee chooses to combine R&R and annual leave, the maximum of 3 weeks (15 working days) of leave being taken at one time will still apply; i.e. he/she can combine 5 days R&R and 10 days’ annual leave, except under exceptional circumstances.

7.8. Maternity, Paternity/Partner and Adoption leave

Maternity Leave (Natural mother)

The Employee is entitled to take up to 4 months paid maternity leave or the equivalent to that offered locally, whichever is greater will be given. If she would like to take additional unpaid leave; this will be at the discretion of her line manager and up to a maximum of 2 months.

The maternity leave can commence at any time from 4 weeks before the expected date of birth, or on a date specified by a medical practitioner as being necessary for the Employee’s health and/or the health of the unborn child. She is not allowed to work for the first 6 weeks after the birth, unless approved in writing by a medical practitioner.

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2 Hardship country benefits follow the status of the country and are nullified immediately upon change of country status.
During the maternity leave, the Employee will continue to receive and accrue any contractual benefits she would normally receive if she were at work.

**Time off work for antenatal care**

Employees are entitled to paid time off to attend ante-natal appointments and classes, which are advised by the medical practitioner. Where extra time is needed for antenatal care, this will not be unreasonably refused. ActionAid may reasonably ask for evidence of her appointments from the second appointment onwards.

**Miscarriage**

In the unfortunate event that the Employee experiences a miscarriage, she will be eligible for up to 6 weeks’ leave or as prescribed by the medical practitioner to heal and come to terms with her loss.

**Paternity or Partner’s leave**

Employees are entitled to take up to 15 days paid paternity/partner leave or the equivalent to that offered locally, whichever is greater will be given. If he would like to take additional unpaid leave; this will be at the discretion of his line manager and up to a maximum of 2 weeks.

The Employee may be requested to produce a certificate from his doctor or a registered midwife, providing the expected week of childbirth.

Paternity leave can only be taken within a 3-week period, before or after the birth of a child, during the agreed contract period. Paternity leave not taken during this period will be forfeited.

The Employee will continue to receive and accrue any contractual benefits he would normally receive if he were at work, during paternity leave.

**Adoption leave**

Employees are entitled to apply for adoption leave, as provided for in maternity and paternity leave policies above, subject to the following:

- The child being adopted is younger than twenty-four (24) months old
- The Employee provides proof of the adoption from a registered adoption agency

Adoption leave shall apply to all Employees on a totally non-discriminatory basis, irrespective of gender or sexual orientation.

8. **Policy & Values compliance**

By signing her/his employment contract, the Employee is committed to respect and contribute to implement ActionAid values and policies. It includes:

- Open Information Policy
- Security Policy
- Anti-Corruption Code of Conduct and Whistle Blowing Policy – zero tolerance of corruption and obligation to report any suspicion
- Complaints and Response Mechanism Framework – obligations when receiving complaints or needing to address grievance or complaints
- Anti-sexual Harassment Policy
• **HIV/AIDS in the Workplace Policy**, which actually applies to all kinds of diseases
• **Child Protection Policy**, mainly applicable during visit of child programmes
• **Work-Life Balance Framework**

8.1. **ActionAid Values**

All employees in ActionAid, independently of their location and place in the worldwide organisation, share following values

• **Mutual respect**, requiring us to recognise the innate worth of all people and the value of diversity.

• **Equity and justice**, requiring us to work to ensure equal opportunity to everyone, irrespective of race, age, gender, sexual orientation, HIV status, colour, class, ethnicity, disability, location and religion.

• **Honesty and transparency**, being accountable at all levels for the effectiveness of our actions and open in our judgements and communications with others.

• **Solidarity with the poor, powerless and excluded** will be the only bias in our commitment to the fight against poverty.

• **Courage of conviction**, requiring us to be creative and radical, bold and innovative – without fear of failure – in pursuit of making the greatest possible impact on the causes of poverty.

• **Independence** from any religious or party political affiliation.

• **Humility** in our presentation and behaviour, recognising that we are part of a wider alliance against poverty.

In supplement to these values, ActionAid Denmark staff are committed to show:

• **Creativity and enthusiasm**. ActionAid Denmark thrives on people understanding our vision, mission and strategy and on innovative approaches and original ideas to achieve the overall goals in increasingly demanding contexts.

• **Commitment**. We want all staff to ‘take leadership’ and make propositions, when they think that our work can be improved, alert leadership, when they experience problems and take responsibility for ‘looking after’ colleagues, help solving problems and give support to those who need it.

• **Respect**. We acknowledge views different from one’s own and appreciate professional expertise and the roles and functions of others. We address conflicts, in an open and honest manner and with the aim of effectively resolving them in a constructive spirit.

• **Influence**. We value an ambitious and risk-taking culture, where we see innovation and testing of new ideas as a positive contribution to our future – even when we sometimes fail. We value a culture with open and honest feed-back, where it is OK to name problems and to have open discussions and conflicts. But we do not tolerate personalised conflicts, power struggles and back-biting

8.2. **Ethic in ActionAid Denmark**

The essence in ActionAid Denmark’s work is to advocate and promote democracy, address inequalities and fight poverty. ActionAid Values have impacts on an internal
organisational level (as described in this chapter) - but they also guide our way to adjust our behaviour in regard to external relations as well.

It will be an ethical issue, if an employee behaves privately in a way that can harm ActionAid-Denmark or the partners of ActionAid. It is therefore expected that staff and management act in coherence with ActionAid’s policies and core values – this should also transfer on to their private lives – and do not abuse other because of inequality or a more powerful position.

9. **Conflict Management**

9.1. **Principles**

All conflict management is based on the following principles:

1. All conflicts should be solved at the lowest or closest level possible.
   
   This means that both parties involved in a conflict have the responsibility to address the issue causing the conflict and try to find a solution in accordance with our Policies and the above Values.

2. The upper level is only involved when the lower level cannot solve the conflict at their own level.

The different levels are:

1. The local level is the one where the conflict arises (Global Platform, the team at TCDC or ARI)

2. The Leadership of the Unit i.e. TCDC Leadership, ARI regional Director, Training Support Unit for GP Expatriates

3. The ActionAid Denmark leadership through either the International Director or the Head of HROD

4. ActionAid Denmark Secretary General

5. The international level i.e. ActionAid International IS, using ways described in Whistleblowing or Complaints Policies

People should be allowed to be accompanied by a colleague or someone who can help to ensure that power is balanced between the two antagonists.

Independently of the level of escalation, the complainant should make clear if she/he addresses the conflict formally or not. Formal addressed conflicts will be recorded in grievance register.

9.2. **Limits of decision makers**

Conflicts related to the day-to-day working conditions for the Employee, e.g. with regard to local norms and rules concerning working hours, lines of communication, reporting and so forth should be solved at level 1 or 2. Level 3 and 4 will only be able to arbitrate the process.

The Employee and the partner organization should aim at solving such problems between them on their own. If this fails, the designated ActionAid line manager to the Employee should mediate. If this fails, the Leadership of the Unit should mediate and finally conclude the conflict.
In case of conflicts related to the interpretation of the rules laid down in the present Manual, ActionAid Denmark HROD department should be consulted at the earliest stage of the conflict management process.

9.3. Conflict mediation

In all cases where an upper level is involved, the mediation should be based on documented inputs from both parties.

Any of the two antagonists can address the non-solved situation to the upper level for mediation and final conclusion. When the upper level has been involved, and if the conflict is still not solved, the complainant and the upper level should jointly address the conflict to the next level for mediation and final conclusion.

Any disputes or claims arising in relation to the contract that are not solved through consultations between the Employee and ActionAid shall be settled through arbitration or civil action in accordance in a Danish court or mediation and in accordance with Danish law. The Employee can choose which of the two options – arbitration or civil action - will be used.

9.4. Termination & Dismissal

The contract is time bound and shall end on the date agreed between the parties, without further notice or warning. The parties can, under certain circumstances, terminate or cancel the contract.

Termination

The Employee is entitled to terminate the contract early by giving 1 months’ notice as of the first day of the month. However, it is preferable that the Employee gives notice earlier, allowing more time to prepare for his/her departure.

In cases where the Employee gives notice within the first 6 months of the contract, the benefits related to the end of contract, i.e. the homeward ticket, relocation and shipment allowance, will not be paid. However; this rule will not come into effect if the notice given is caused by health problems confirmed by a medical practitioner.

ActionAid Denmark is entitled to terminate the contract with 3 months’ advance notice beginning on the first day of the month, if justified by the one of the following reason:

- Poor performance: if it is documented that the Employee fails to fulfil the tasks indicated in his/her job description; if the Employee lacks support from the partner organization; if the Employees fails to observe national laws, policies and rules (including those of national ActionAid); if the Employee refuse to follow management’s direction.

- If the placement for the Employee is no longer available.

- The political situation in the country or other circumstances affecting the security or the working situation negatively for the Employee.

- Failure to obtain proper legal work permit in country of service

- Changes in the Employee’s health or family situation.

In order to utilize the poor performance justification, it is the responsibility of the Line Manager to ensure that attempts have been made to change the situation leading to termination, before the final decision is made. Formally, it shall be ensured that:
• A warning meeting is held with possible participation of a colleague/employee representative.

• Reasons for the warning is exposed and understood by the Employee, a description of expected changes is given and indicator for that as well as deadline for changes is given.

• A Hearing of the Employee is carried through.

• Minutes of the meeting is available and distributed to the Employee and to the contracting authority.

• Statement of changes or no-changes is made at deadline date. If the Employee does not meet the expectations described in the plan by the deadline, ActionAid will dismiss the Employee in accordance with 3 months’ advance notice beginning on the first day of the month. The notice period will not be applicable in case of gross misconduct (see below section). The notice will be issued by ActionAid Denmark’s Head of HROD.

In the event of termination, the Employee is entitled to payment until the end of the notice period.

9.5. Dismissal

An Employee can, in case of gross misconduct, be dismissed without notice.

Dismissal offences include areas such as sexual harassment, child abuse, theft, unauthorized absence from work, fraud and/or embezzlement of organizational funds, breach of laws and policies, behaviours which threatens ActionAid reputation. However; dismissal offences are not limited to these examples.

Breach of ActionAid policies which represents a threat or is able to damage the reputation or work of ActionAid or partner organizations - even if the breach has taken place outside working hours - can lead to sanctions, e.g. suspension or cancellation of contract.

Sanction like suspension can be made by the Line Manager or the Unit Manager. Such sanction will have effect immediately and has to be confirmed within two days by ActionAid Denmark’s International Director or Head of HROD.

Dismissal will finally be noticed by ActionAid Denmark’s Head of HROD.
10. Terms & Conditions applying by employment category

<table>
<thead>
<tr>
<th>Terms &amp; Benefit</th>
<th>International</th>
<th>GP</th>
<th>National +</th>
<th>National</th>
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<tbody>
<tr>
<td>Basic Salary</td>
<td>Grade B-F+</td>
<td>Grade A-B</td>
<td>Grade A-F+</td>
<td>Grade A-F+</td>
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<tr>
<td>Pension</td>
<td>10% employer contribution; staff member minimum 3%</td>
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<td>Healthcare Insurance</td>
<td>AADK’s Insurance for staff posted abroad</td>
<td>National standard</td>
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<tr>
<td>Flight to and from placement</td>
<td>At start &amp; end of contract</td>
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<tr>
<td>Relocation support, &amp; allowance</td>
<td>636 € + dependents (max. 1908 €)</td>
<td>As Intern. if relocated</td>
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<td>Shipment allowance</td>
<td>Depending on weight</td>
<td>Fixed Only at contract start</td>
<td>As Intern. if relocated</td>
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<tr>
<td>Housing allowance</td>
<td>AADK Policy ≈ 50 percile</td>
<td>AADK Policy ≈ 25 percile</td>
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<td>Education allowance</td>
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<td>Annual leave</td>
<td>2,5 days/month held in calendar year – (30 days per annum)</td>
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<td>Annual home leave</td>
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<td>As Intern. if relocated</td>
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<td>Sick leave</td>
<td>10 days over 12 months</td>
<td>Local rules</td>
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<td>Compassionate leave</td>
<td>10 days within calendar year</td>
<td>Local rules</td>
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<td>Hardship allowance</td>
<td>10% of the basic monthly salary</td>
<td>Local rules</td>
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<td>Rest &amp; Recuperation leave</td>
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<td>Local rules</td>
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<td>Tax</td>
<td>Responsibility of the employee</td>
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11. Extract of Salary scales 2016

The full Expatriates Salary Scale is available on ActionAid Denmark’s inSight under Staff Policies.
<table>
<thead>
<tr>
<th>Scale</th>
<th>Level</th>
<th>AADK Grade</th>
<th>AADK Positions</th>
<th>SALARY</th>
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<td>F+</td>
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<td>Abroad Reg.Dir. F</td>
<td>Regional Director</td>
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<td>F</td>
<td>Entrance</td>
<td>Abroad Unit.Dir. F</td>
<td>Unit Director - Principal TCDC, Country Director</td>
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<td>E</td>
<td>Entrance</td>
<td>Abroad Admin.Special. E</td>
<td>Unit Specialist &amp; Consultant Unit Administrators, Training Center Coordinator – Heads of teams placed outside DK</td>
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<td>D</td>
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<td>Abroad Grade-D</td>
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<td>Abroad Grade-B</td>
<td>Advisors level 2, Trainers TCDC level 1, GP Manager in third year of employment</td>
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<td>Advisors level 2, Trainers TCDC level 1 in third year of employment</td>
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<td>GP Manager</td>
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<td>A</td>
<td>Entrance</td>
<td>Bas_GPsub</td>
<td>GP Manager substitute or Coordinator</td>
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<td>A</td>
<td>Entrance</td>
<td>Bas_GPF</td>
<td>Global Platform Facilitators Training Quality Manager</td>
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