

# Consolidation of the House Agreements and the Collective Agreement between

## Mellemfolkeligt Samvirke and AC organisations

21 July 2021

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Mellemfolkeligt Samvirke follows the State agreement with the AC organisations, and the following conditions of this local agreement deviate from the State agreement:

## 1 General information about OK2021

The parties agree to superimpose the local collective agreement on the central collective agreement, which means:

1. The first part of the overall financial framework: 6.75% of which 4.42% salary increase in six steps from 1 April 2021 to 1 October 2023 as follows: 0.80% on 1/4-2021, 0.30% on 1/10-2021, 1.19% on 1/4-2022, 0.30% on 1/10-2022, 1.48% on 1/4-2023, and 0.35% on 1/10-2023.
2. The second part of the total financial framework: 0.63% expected allocation from the regulation scheme; an estimated residual increase of 1.5% and other purposes of 0.2% allocated according to the joint local collective agreement.

Mellemfolkeligt Samvirke differs from the State collective agreement with the Joint Committee of the Central Organisations as regards:

3. Coverage of bereavement leave under provision 9
4. Health scheme as part of the pension scheme

Mellemfolkeligt Samvirke is not part of the State and therefore does not follow the other measures agreed in the State collective agreement with Centralorganisationernes Fællesudvalg, which concerns State organisations.

## 2 Type of employment (local collective agreement)

### 2.1 Fixed-term employment

As a rule, MS posts positions as fixed-term employment.

MS uses fixed-term employment to create dynamism and renewal within and of the organisation. These characteristics are some of the most crucial strategic elements to secure MS' future and strong positioning in the NGO landscape - both in Denmark and in the ActionAid Federation.

This is especially true of:

- Positions for which it can be foreseen that expected changes in tasks, organisation, and structure will, with some probability, alter the content of the position in question, or positions which require particular innovation in research, methodology, mercantilism, technical, or other creative aspects and for which the requirements for innovation have an independent, specifically justified importance. For example, positions related to programming, training, policy, campaigning, marketing, communications, etc. are referenced here
- Middle management positions

The fixed-term period is 8 years by default.

However, the management is aware of the risk that the employee perceives this form of employment as a lack of recognition of the experience and loyalty shown by the employee or as a cause of uncertainty at the end of the contract. To counter this perception, the parties to the collective agreement agreed to make visible the development journey offered to employees, with a view

to strengthening career development throughout employment and ensuring better development opportunities and strengthening retention measures within the fixed-term employment framework. These actions are described in sections 3.6 and 6.3.

#### 2.1.1 Termination and renewal of fixed-term employment

To ensure a transparent, fair, and predictable process for recruitment to the position at the end of a fixed-term contract:

1. Profile clarification or clarification not to fill the position is completed at least 12 months before the end of the fixed-term employment so that the employee knows the expectations of the future position.
2. The vacancy shall be advertised no earlier than 8 months and no later than 5 months before the end of the fixed-term employment.

A fixed-term contract cannot be extended as a short-term or project contract outside the normal recruitment procedure (cf. MS' recruitment policy).

MS will pay an allowance of 3 months' normal salary to the employee holding the position in question if the two deadlines mentioned above under points 1 and 2 are not met.

The allowance shall be payable on the termination of employment by the employee concerned. The implementation of the procedure will be gradual, with the profile clearance deadline applying to positions for which contracts expire on 30 September 2022 and the advertisement deadline applying to positions for which contracts expire on 28 February 2022.

#### 2.2 Project employment

As a rule, MS posts positions as fixed-term employment.

However, MS uses fixed-term contracts of up to 2 years when the position is time-limited based on some objective criteria such as a specific date, the completion of a specific task, or the occurrence of a specific event:

- A project which has a clear start and end date, and which is neither part of the normal operations of MS nor can be undertaken by a permanent or fixed-term employee.
- Development of a product which requires labour not available to MS and which is not considered to be suitable for consultancy service.
- A temporary position for an employee who temporarily takes over a project or product development and is thus unable to perform his or her regular duties.

An employee who completes his/her fixed-term employment may also be offered project employment if the tasks and position in the organisation are different from what the employee had at the end of his/her annual employment.

#### 2.3 Permanent employment

Positions in teams which perform exclusively internal functions, such as Finance, HR, Accountability and Facilities, are offered as permanent employment at the time of recruitment so that the future employee can opt into or out of this type of employment and request fixed-term employment instead. However, this does not apply to positions which fall within the categories described in points 2.1 or 2.2. In the case of permanent employment, the fixed-term supplement is cancelled.

## 2.4 Special adviser

As a rule, graduates are employed under ordinary AC conditions. In exceptional and rare cases, Special Adviser conditions may be chosen if the graduate also:

- Applies specific expertise and experience in a particular field in demand;
- On her/his own can define objectives, framework, and methods in a dynamic environment;
- Can navigate at the strategic level as well as the operational level;
- Reports to the Team Leader on a daily basis, but "outside" in terms of the content of his/her tasks - e.g., reports directly to the Secretary General - because the Special Adviser is responsible for tasks in direct relation to the SLT/Secretary General, e.g., advice and development and investigation tasks.

In addition, for team leaders, the Special Adviser covers different areas of work or has a composition of different professional groups and reports, for example, directly to AAIS, the Board, or external authorities.

## 2.5 Determining the type of employment

The union representative and the Management (alternatively the head of HR) define the form of employment in cooperation with the union representative among the options mentioned in sections 2.1 to 2.4.

The decision is preferably taken before the job is advertised, but alternatively may be taken after the candidate has been selected.

In cases where no agreement can be reached between Management and the union representative, the union representative may not veto the decision.

## 2.6 Team leaders (Middle managers)

Middle managers are responsible for implementing the strategy, planning, coordinating, and representing the MS in the AAI within the team's area of responsibility.

Middle managers are responsible for the team's budget, financial management, and reporting.

Middle managers have ongoing HR responsibility and are committed to complying with MS HR standards, policies, and rules. In this context, Middle managers report to the Head of HR and can receive support and consultation from HR staff at any time. Senior management (LT) remains the decision-maker on hiring, firing, material changes to contracts, skills development, and career development.

Please refer to Annex 1 for a more detailed definition of staff responsibilities.

The manner in which staff management is expected to be exercised and to which middle managers commit themselves is defined by senior management.

Team leaders are covered by an agreement which covers all middle managers employed in MS under the AC or HK collective agreements. Excluded from the agreement are managers who are part of the senior management team (currently the so-called Leadership Team - LT), and project managers, with or without permanent staff.

### 3 Agreement on Salary Conditions

All salary components are specified in full-time equivalents. Salary components for part-time positions are calculated proportionally.

All salary components follow the development agreed upon in the collective agreement between the State and the AC organisations. (2012 level in the following section refers to the basic amount 31 March 2012)

In case of doubt or dispute, the salary classification of employees and the allocation of supplements are agreed upon by the Union representative and Management or its representative (Head of HR).

#### 3.1 Basic salary

Graduates are placed on the State joint graduate salary scale according to their education and seniority with relevant real experience within the profession after graduation.

Special advisers are placed at the bottom level of the Special adviser base salary range.

#### 3.2 MS supplement

MS graduates receive an MS supplement of DKK 49,667.13. per year at the 2012 level (corresponding to DKK 49,300 + 0.74468% at the 2012 level). However, special advisers do not receive this supplement. Pension is not paid of the MS supplement.

#### 3.3 Fixed-term supplement

Fixed-term employees receive a fixed-term employment supplement of 6.5% of basic salary and other allowances. Pension is not paid on the fixed-term supplement.

The fixed-term supplement shall cease on transfer to a permanent position. Therefore, it will always be possible for employees to decline permanent employment if they are offered it.

#### 3.4 Seniority supplement

Graduates with at least two years' seniority at the final step of their salary scale will receive a seniority supplement of DKK 36,700 per year at the 2012 level. Pension will be paid on the seniority supplement.

#### 3.5 Seniority supplement 2

Graduates with at least five years' seniority at the final step of their salary scale will receive an additional annual seniority supplement of DKK 19,800.00 + 0.0991% at the 2012 level. Pension will not be paid on the seniority supplement.

#### 3.6 AC 4 years MS seniority supplement

The new supplement (MS AC\_4-years\_seniority) is awarded from the month in which employees reach 4 years of seniority in MS as an AC. If at the start of the OK2021 period, an employee already has 4 years' seniority in MS as an AC, the supplement will be granted to that employee on 1 April 2021.

AC\_4-years\_seniority supplement is DKK 1,150.31/month (2012 level: 12,300 times 1.01010), and pension is paid of this amount. The supplement, including own pension, is DKK 1,215.88.

The amount of the supplement is fixed for the whole OK2021 period and will be automatically adjusted in accordance with the increases agreed in collective agreements between the State and the AC organisations.

### 3.7 Coordinator supplement

Team coordination and project team coordination represent an essential strategic and operational function in MS in terms of linking communication between groups of employees, and between management and employees. Therefore, as a rule, team coordination should always be delegated within existing teams - either to a single employee or shared among several.

If a team is suddenly without a team coordinator, it is the responsibility of the management to delegate team coordination to another employee or manager, or in some cases to several employees and a manager, as soon as possible (within 1 month). This should be done in cooperation with union representatives. For management to delegate this team coordination function, the employee(s) delegated the responsibility must have time reserved for this particular task.

#### *Team coordinator supplement*

The coordinator supplement is granted to the employee who **has been delegated the responsibility by management** (team coordinator) for coordinating a functional team (which is part of the organisation at any given time). The supplement is granted if the delegated responsibility involves:

1. Ensuring that the team delivers on the agreed strategic objectives - it is the responsibility of the team coordinator to clarify its objectives should they be unclear.
2. Communication within the team, to and from management and to and from other teams, and task coordination among team members. This includes, among other things:
  - a. reporting on performance, operations, any resource conflicts and other challenges faced by the team;
  - b. securing or negotiating solutions to such issues.
3. Performance management of team members and teams as a whole, including monitoring and handling and reporting of any challenges (handling is the responsibility of the team coordinator, as long as it does not develop into a personnel matter, which is handled by the manager with staff responsibilities for the team, in collaboration with HR).
4. Budget planning and management for the whole team.

The supplement will not be granted if an employee only becomes solely responsible for PME reporting or coordinating some tasks within the team.

#### *Project coordinator supplement*

The coordinator supplement is granted to employees **to whom management has delegated the responsibility** to coordinate a project team where the project meets, as far as possible, the following three criteria:

1. The project manager is responsible for the performance management of the project team members and the project as a whole, including monitoring and handling and reporting any challenges (handling is the responsibility of the project manager, as long as it does not



develop into a personnel matter, which is handled by the manager who has staff responsibilities for the team, in cooperation with HR);

2. The project has a complexity beyond the general MS project, either due to the number and type of partners (new partners, conflicting partnerships, complicated power relations among partners, etc.) and/or financial and budgetary complexities (new, complex with many parameters or changing funding model);
3. The project's risk analysis points to risks of a critical nature in the economic, strategic, or reputational field.

These criteria go beyond the general project management responsibilities of coordination, monitoring, reporting, etc.

#### *Coordinator supplement*

The coordinator supplement is DKK 28,800 per year at the 2012 level. Pension will be paid on the supplement.

#### *Allocation mechanism*

The employee is nominated for the coordinator supplement by his/her direct manager or by his/her union representative. The decision is taken by the Head of HR in cooperation with the union representative.

The coordinator's supplement is a function supplement and is granted for the duration of the function, possibly with retroactive effect.

#### *The implementation of the coordinator role*

When an employee member is granted a project coordinator supplement, the scope of the task and the distribution of roles and mandates in relation to the management of the project and its employees are clearly identified in cooperation with the Head of Team and HR. The clarification is written as an addendum to the contract with, for example:

3. Purpose of the role;
4. What the project as a whole will deliver and for which the project coordinator is responsible (reference may be made to the project description if that description is complete and covers the coordinator's responsibilities only);
5. What is the project coordinator's authority (within the project); it can be budget or other decisions, as well as outward representation;
6. Which employees the coordinator is responsible for in relation to performance management;
7. Duration of the role (start and end date).

The supplement is added to the project coordinator's file in the HR system.

It is always the manager's responsibility to hire and fire, as well as to hold staff and career development interviews, while it is the project coordinator's role to contribute professional and factual input to these processes.

### 3.8 Shift function and supplement

#### 3.8.1 Prerequisites

MS has been assigned several tasks of an operational or emergency nature, which must be handled during all hours of the day, regardless of normal working hours.

Maintaining a good and healthy work-life balance is important for the organisation.

Therefore, management will identify and define the watch roles that, in both of the following cases (and/or) imply a specific responsibility to resolve/process cases there, based on MS standards and procedures:

- requires watches and actions after call-out to prevent major disruptions to operations, including, for example, in a café, hostel, building, etc.
- or involves the need for urgent action - at any time - in the context of crisis management.

It is the responsibility of management to define tasks and organise work schedules so that a watch function brings together tasks that may have a context and can be handled by a competent person at any time.

It is the responsibility of management, in cooperation with the employees concerned, to ensure that the employees have the necessary skills and mandate to carry out the shift.

A 'full' watch duty corresponds to round-the-clock duty for one month. Management is responsible for ensuring that no employee is on full duty at all times and that affected employees know when they have special responsibilities and can be contacted outside normal working hours as described above.

#### 3.8.2 On-call and standby supplement

The on-call and standby supplement is granted to employees who perform work that falls within the following criteria, and that is outside normal working hours (see definition in 'agreement on working hours'):

- A function that is critical to the operation of parts of the organisation's activities and platforms and where the employee is expected to take particular responsibility for preventing significant disruption to operations (e.g., cafe, hostel, buildings, etc.)
- A function that involves a need for emergency action in crisis management and where employees are expected to take particular responsibility for dealing with these.

A full on-call and standby supplement covers a full month and is DKK 3,209.05 per month (DKK 36,000 per year at the 2012 level). It can be divided into three parts (however, full-time watch supplement is rounded up to corresponding amount in the salary table):

- 24-hour shift weekday: from the end of the working day at 18.00 until the next morning at 08.00; DKK 1,239.05 per month (DKK 13,900 per year at the 2012 level).
- Weekend shift: Friday at 18.00 to Monday at 08:00; DKK 1.649,10 per month (DKK 18.500 annually at the 2012- level).
- Public holiday shift: from 08.00 to 08:00 on public holidays; DKK 311,99 per month. (DKK 3,500 annually at the 2012 level ).

Supplements will be distributed according to a work schedule approved by the manager and communicated to HR, who will make payments in arrears at monthly salary payments. See under 'Prerequisites': no employee can be on duty all the time, so in practice, the supplement will have to be shared between designated employees.

#### *Compensation time for call handling*

When handling calls that require actual work of more than 15 minutes by the on-call operator, per case, working time shall be compensated in accordance with the following rules:

- Day shift – Between 07:00 and 23:00 is compensated at 50% (1:1½)
- Night shift - Between 23:00 and 07:00 is compensated at 100% (1:2)

Working time is recorded according to MS' general time registration principles on a separate line indicated by HR and aggregated per day for each task.

Compensatory time (i.e., time in addition to actual work, see definition in 'agreement on working time') is paid as overtime every three months in the normal payroll and then reset in the time registration system so that compensatory time does not affect the accumulated flexitime over a long period.

### 3.8.3 Monitoring and follow-up

It is the responsibility of the Cooperation Committee to monitor the impact of the work scheme once a year and agree on any adjustments in accordance with the above.

- Quantitative use of on-call time for day and night time, respectively, with a view to a possible adjustment of supplements and compensatory time so that the agreement can be carried within the OK2018 pool for local negotiation.
- Qualitative evaluation to assess:
  - whether the allocation of shifts and tasks are linked to needs and the qualifications and authority of the shift-workers to carry out tasks;
  - whether the scheme has had the expected impact on improving work-life balance;
  - Background and type of calls, in particular with a view to learning from call patterns and strengthening information and systems so as to reduce the number of calls as much as possible.

The evaluation will be carried out by HR in cooperation with the union representatives and will take place in the first part of 2022. It will be presented to the partners in the collective agreement with a view to possible adjustments from 1 January 2023. The adjustments are to be made within the currently agreed pool for on-call and standby supplement.

### 3.9 Team leader supplement

The team leader's pay structure aims to provide a transparent pay structure that takes into account the different responsibilities of different middle managers and the experience that will be needed to carry out each job.

#### *Team leader function supplement*

In addition to the coordinator supplement, team leaders receive a functional supplement of DKK 6,554.19 per year at the 2012 level (corresponding to DKK 6,200 + 5.7127% at the 2012 level). Pension will be paid on the supplement.

#### *Point-based function supplement*

Team leaders receive an additional function supplement based on staff, budget, and revenue responsibility levels.

For one point, the point-based function supplement is DKK 4,800 annually at the 2012 level, and pension will be paid on the supplement.

The point system is based on objective criteria (number of employees, budget figures) and does not allow for an assessment of the relevance and value of the individual's work/area of work or effort.

Points are allocated as follows and are given from January of the following year, when the requirements are met.

#### 3.9.1 Staff responsibilities

- 1 point for middle managers with 5 or fewer employees,
- 2 points for middle managers with 5 to 9 employees,
- 3 points for middle managers with 10 or more employees.
- Additional 1 point for middle managers who lead managers.

Staff responsibilities are based on the average Head Count (HC) in the previous calendar year (sum of the number of HC in the team as of the last day of the month divided by 12). Head Count is calculated on the basis that:

- Full-time employees (over 15 hours) count 100%
- Part-time employees (15 hours or less) count 50%
- Trainees over 15 hours count 50%
- Trainees of 15 hours or less count 25%

#### 3.9.2 Activity budget responsibility

- 1 point for middle managers if the delegated activity budget is DKK 15 million or more.

Budget figures do not include salary components.

#### 3.9.3 Earnings responsibility

In determining the level of earnings responsibility, a distinction is made between earmarked funds and non-earmarked profits. Budget figures do not include time registration.

- 1 point for middle managers with an earnings requirement of DKK 15 million or more up to DKK 24,999 million.
- 2 points for middle managers with an earnings requirement of DKK 25 million or more.

- 1 point for middle managers with a requirement of a non-earmarked profit of DKK 5 million or more.

### 3.10 Recruitment supplement

Recognising that in some very specific cases in very specific professions, the MS pay system cannot match the labour market and the salary expectations of potential relevant candidates, management wishes to apply a special supplement - the so-called recruitment supplement.

Neither middle managers nor senior management want the supplement to be generalised.

To ensure a limited number and transparent allocation of recruitment supplements, the parties agree that:

- Senior management documents to the AC union representative and the Middle Manager representative the problem of attracting the relevant competence by either an analysis of salary requirements/salary levels of the interviewed and qualified candidates or by salary benchmarking of the market. Management proposes the recruitment supplement.
- The AC union representative and the Middle Manager representative approve the allocation of the recruitment supplement and its amount.
- Limit the number of the supplement to 5% of the number of employees under the collective agreement.

### 3.11 Fruit scheme

The graduates fund a common fruit scheme to which all employees have access. The contribution is equivalent to 0.41% of the total AC wage bill.

If the fruit scheme is discontinued, the MS supplement shall be increased by an amount equal to 0.41 % of the wage bill at that time.

### 3.12 Lunch scheme

Under the 2008 collective agreement between the MS and AC organisations, 1.44% of the wage bill is earmarked for the creation of a welfare pool, including support for the lunch scheme. The employees' contribution to the pool is 0.64% of the wage bill.

If the welfare scheme is discontinued, the MS supplement is increased by an amount equal to 0.64% of the wage bill at that time.

### 3.13 Professional leave

Graduates have access to professional leave in accordance with the rules set out in section 5.3.

Professional leave represents 0.7% of the wage bill. The professional leave scheme must not have a negative impact on the finances of the association (other than the salary component) - for example, in the form of a reduced contribution margin. If there is documented loss of contribution margin, Management shall negotiate a mitigating arrangement with the Union representative.

In the event of termination and if it has not been possible for the employee to take the accrued professional leave, the value of the professional leave may be paid at the rate of half of the accrued professional leave not taken. However, the latter does not apply in relation to any deferred professional leave.

#### 4 Local agreement on working time rules

The following was agreed between the union representatives and management on 23 October 2018.

The agreement replaces the agreement on OVERARBEJDE, FLEKSTID OG AFSPADSERING I AADK of 1996 and was last revised in September 2012.

The agreement and principles are communicated through management and employee representative channels (both SU and Work Environment) so that everyone is aware of the possibilities

##### 4.1 Introduction and principle

AADK employees are generally employed to perform the duties of their job within the *normal working hours* (4.2.1), i.e., 37 hours per week or the number of weekly hours specified in the employment contract or subsequent agreements. Employees working part-time within a *standard week* (4.2.2).

This is not always possible, which is why AADK management and employee representatives have reached an agreement setting out rules and compensation for working time, including staggered working hours and overtime.

The agreement aims to ensure AADK and its employees the flexibility required by a modern workplace and private life and by AADK's mission, target group, and tasks. It is based on a shared desire to organise working time in a way that balances work and leisure and on a shared recognition that the company and presence of colleagues at work, both in work situations and in social situations (such as lunch), are important for the individual and for the cohesion of the organisation.

The main principle for the organisation of work is at all times that it is the joint responsibility of the individual employee and the team leader that the average weekly working time, including any staggered working time, is 37 hours or the number of hours specified in the employment contract if part-time employed, over a period of 5 weeks<sup>1</sup>.

Each team agrees on a format that ensures appropriate planning and organisation of work and the necessary cooperation between managers and individual employees/teams and, where appropriate, groups of volunteers or external stakeholders. The chosen model must be documented, known, and applied by all team members.

Deviations must be agreed upon in advance in writing between the employee and the manager, with a copy to HR. The form of the agreement is subordinate (it can be an email from the manager, a clarification in the ToR or project description or plan), but it must contain at least:

- Reason for the deviation
- Number of hours involved

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<sup>1</sup> During the negotiation of the agreement, it was discussed whether to choose between the calendar month or a period of 5 weeks. The latter ensures even distribution over the year, while the duration of the calendar month varies from month to month (short/long months and location of weekends)

- The period during which the hours are to be used for time off in lieu

Documentation of the agreement must be stored in the employee's file.

Registering of working time, staggered working time, overtime, and time off in lieu is carried out in a relationship of trust between employee and manager. The individual employee registers the daily working time, including any compensation for *staggered working time* (4.2.3) or *overtime* (4.2.4) with a specification of compensation in the comment field (see instructions for registration in CUBES). The registration is approved each month by the employee's manager.

## 4.2 Definition

### 4.2.1 Normal working hours

For all AADK employees, the weekly working time is 37 hours, or the number of hours specified in the employment contract or subsequent written agreements if part-time.

Normal working hours are preferably between 08.00 and 17.00 on days defined as *a standard week* (4.2.2) (hereafter referred to as normal working hours).

However, special rules apply to Special Advisers, who are in principle responsible for organising their own work within a 37-hour week.

### 4.2.2 Standard week

AADK wants to create a framework that encourages diversity. Therefore, this agreement allows for different standards to be agreed to suit individual needs, provided that this does not prevent individuals from carrying out their tasks in collaboration with their stakeholders or from being part of the AADK community.

In general, AADK offers standard week A. However, the employee may, at the time of recruitment, and provided it is compatible with the roles and tasks he/she undertakes, choose a different standard week - referred to as standard week B or C in the example below. A change from one standard week to another can only be made at the employee's request. The change must be made with one month's notice at the end of the month and must be compatible with the roles and duties undertaken by the employee concerned.

In standard week A, working time is divided into 7½ hours Monday-Thursday and 7 hours Friday. These hours are placed within *normal working hours* (4.2.1)<sup>2</sup>.

In standard week B - for example - working hours are generally spread over 7½ hours Monday-Thursday and 7 hours on Sunday. These hours are placed within *normal working hours* (4.2.1).

For example, a standard week C can involve dividing working time over four days, with two days of 9.5 hours and two days of 9 hours.

The specifics of a standard week must be mutually agreed upon between management (or its representative) and the union representatives at the request of the employee and must at all times comply with this agreement. For example, all types of standard weeks will be subject to the principle of *flexi and fixed time* (4.2.7) and *normal working time* (4.2.1), except that fixed

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<sup>2</sup> All examples are based on full-time employment. Part-time employees will have conditions equivalent to their agreed number of working hours.

time will be adapted to the working days of the agreed standard week and normal working time will be adapted to the duration of the agreed working days.

#### 4.2.3 Staggered working time

AADK is an organisation that works with many external groups (e.g., volunteers, stakeholders, and partners). Therefore, it is part of AADK's DNA and considered normal that activities take place outside *normal working hours* (4.2.1) and *standard week* (4.2.2).

For a number of roles in AADK, regular activities will entail staggered working hours, i.e., working hours outside *normal working hours* (4.2.1) 08.00 - 17.00 or outside *standard week* (4.2.2), as there will be meeting or training activities or other work tasks that require the employee's presence and participation.

**Staggered working time** is when working time is **imposed and agreed** upon by the manager and the employee **in advance** with a clear reference to the task causing the staggered working time. Staggered working time triggers compensation (4.3.1 or 4.3.2)

It is **not staggered working hours** when the employee **chooses** to work outside normal working hours, even if this has been agreed with his or her manager.

Staggered working time differs from *overtime* (4.2.4) in that it is within the hours prescribed by *normal working time* (4.2.1), but offset from the *standard week* (4.2.2)

#### 4.2.4 Overtime

In cases where it is impossible to carry out the tasks **assigned** within a working week of 37 hours on average over a period of five (5) weeks, overtime shall be deemed to exist.

**Overtime** exists when it is **imposed by - or agreed upon -** by the manager and the employee **in advance**, with a clear reference to the task causing the overtime. Overtime triggers compensation (4.3.3)

It is **not overtime** but *extra work* (4.2.5) when the employee **chooses to** work more than 37 hours on average over a period of five weeks.

However, for Special advisers, AADK does not cover overtime but considers an average of 40 hours per week over 3 months as the norm.

#### 4.2.5 Extra work

Extra work is defined as those hours in excess of 37 hours or the number of hours specified in the employment contract or subsequent agreement, which **are not imposed** and therefore cannot be defined as either *staggered working hours* (4.2.3) or *overtime* (4.2.4). See also the section on fixed and flexitime (4.2.7). Extra work does not trigger compensation.

However, the rules on extra time do not apply to Special Advisers. Special Advisers may conclude an individual agreement on flexitime with Management.

#### 4.2.6 Compensatory time

Hours that have been accumulated in the context of *staggered working hours* (4.2.3), or *overtime* (4.2.4) are referred to as compensatory time.



#### 4.2.7 Flexitime and Fixed Time (within standard week)

Within the time periods 08.00-10.00 and 15.00-17.00, the individual employee can, to a large extent, organise his/her own working hours, unless otherwise agreed. These periods are flexi-time in AADK.

The time between 10.00 and 15.00 is fixed time, when each employee is expected to be at work. Being at work is defined as being in the process of performing one's duties (in the office, at home by appointment with the manager, on a business trip, or at a meeting).

#### 4.2.8 Time off in lieu

Time off in lieu takes place within *normal working hours* (4.2.1) and *standard week* (4.2.2) to settle overtime or compensatory time (4.3.2 and 4.3.3).

### 4.3 Compensations

#### 4.3.1 Supplement for staggered working hours

Employees for whom certain parts of the work are structurally outside *normal working hours* (4.2.1) or *standard week* (4.2.2) and who therefore regularly have *staggered working hours* (4.2.3) are compensated with a supplement for *staggered working hours* and register working hours one-to-one when they work outside *normal working hours* (4.2.1) or *standard week* (4.2.2).

Structurally staggered working time covers those positions/roles that involve, on average, working one evening every two weeks or one day a month at weekends (or both).

Examples include ongoing work with volunteers or activists, course facilitation in the evenings or at weekends, information activities outside normal working hours, or international meetings with participants from countries with a large time difference.

The supplement is 2.1% of the salary for *staggered working hours* (4.2.3) in the evening and 1.85% of the salary for *staggered working hours* (4.2.3) at weekends. The calculation is based on the average staggered working time used as a criterion for allocating the supplement (see previous section). Salary components are calculated based on all salary components, and pension is paid on the amount.

Granting of the supplement is agreed based on the tasks and in agreement with the union representative of the category of employee concerned and lasts as long as the employee fulfils such a role.

In the case of deviations in actual *staggered working time* (4.2.3) over 6 months which are 20% above or below the staggered working time which forms the basis of the agreement, the union representative and management (or its representative) must agree on an adjustment to the person's role or the agreement.

#### 4.3.2 Compensation for staggered working hours

In all cases other than those mentioned in the section on *Supplement for staggered working hours* (4.10) where an employee is **imposed** *staggered working hours* (4.2.3), the employee will be compensated at 50% (1:1½) for hours imposed outside *normal working hours* (4.2.1) or *standard week* (4.2.2). Compensation results in *compensatory time* (0)

This means, for example, that an employee who is **required to** attend 3 hours of an evening meeting between 18.00 and 21.00 is subsequently compensated with 1½ hours of *compensatory*

*time* (see under 0), even if the working hours are within a 37-hour working week (for a full-time employee),

#### 4.3.3 Compensation for overtime

In cases where it proves impossible to carry out the planned tasks within *normal working hours* (4.2.1) over an average period of 5 weeks, it is the employee's responsibility to bring the situation to the attention of his/her manager.

The two must then jointly prioritise the order in which tasks are to be completed, if this is to be done within *normal working hours* (4.2.1), or whether it shall be *imposed overtime* (4.2.4) with subsequent compensation.

In the case of *overtime* (4.2.4), a compensation of 50% (1:1½) is granted for the hours. Compensation results in *compensation time* (0).

This means that, for example, an employee who is **imposed** 3 hours of *overtime* (4.2.4) is subsequently entitled to 1½ hours of *compensatory time* (0).

In the case of *overtime* (4.2.4), planning must be carried out at the same time so that there is a real possibility of time off in lieu of the *overtime* earned (4.2.5) and *compensatory time* (0) in the foreseeable future - usually 2 months.

#### 4.4 Flexitime and maximum flexitime

Flexitime refers to the hours worked, plus accrued *compensatory time* (0), in excess of the 37-hour working week or the number of hours specified in the employment contract or subsequent written agreements.

Each employee may have a maximum of 2 weeks of flexitime (e.g., 74 hours for full-time employees).

If an employee is approaching the 2-week flexitime limit, the direct manager and the employee must agree in advance in writing on time off in lieu or, if necessary, payment to the extent that the budget allows. As a general rule, time off in lieu must take place in the near future and normally within 2 months. If no agreement has been reached, the hours in excess of 74 - for part-time workers, the equivalent of 2 weeks' work - will be deleted without notice.

When an agreement has been reached on subsequent time off in lieu, the registration of this time off must be carried out as described in the Cubes' registration guide.

#### 4.5 Rules for special events

##### 4.5.1 Training and skills development

Participation<sup>3</sup> in seminars/workshops/conferences/courses as part of skills development does not normally trigger time off in lieu, i.e., the time is paid for by the employees themselves unless otherwise agreed.

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<sup>3</sup> These are the terms of the participants. Course facilitators and trainers are covered by terms described in the previous section.

Attendance at informal and professional meetings does not trigger time off in lieu. These meetings are usually organised so that each employee "invests" his or her own time in the event.

#### 4.5.2 Council meetings and other AADK events:

Rules covering the following 2 groups of employees:

1. Employees who have duties related to the implementation of the event are compensated according to the rules described in the chapters **Error! Reference source not found.** (chap. 4.2) and Compensations (chap.4.3)
2. Employees who participate out of interest invest their own time.

#### 4.6 Rules on working time and time registration during business trips

The following rules apply to business trips.

- The expected working time for business trips is indicated in the TOR for the trip and approved together with the TOR.
- The total registered working time per week (Monday to Sunday inclusive) per business trip may not exceed 60 hours.
- Travelling time is registered as working time but can be registered at a maximum of 8 hours per day.
- A maximum of 10 working hours per day can be registered on weekdays.
- Weekend working time can be registered up to a maximum of 7.5 hours per day. Weekends are defined by the employee's *standard week* (4.2.2).
- Normally, representative duties, meals, etc., are not included in working time.
- Time spent on a business trip must be documented and detailed in the comment box of the time registration system. The print-out covering the period of the business trip shall be attached to the travel expense report.
- For part-time employees, working time is paid in accordance with the TOR and the rules in force. In exceptional cases, derogations from the TOR may be made with the explicit agreement of the manager concerned.

#### 4.7 Payment of hourly/daily allowances

In the case of work away from the normal place of work, compensation is provided for any additional expenses incurred by the employee.

The following rules apply:

1. Expenditure on retreat is borne by AADK, and no hourly/daily allowance is paid to the individual employee.
2. For participation in one-day events in Denmark, food costs will be reimbursed according to the travel expenses.
3. Participation in multi-day events in Denmark and business trips in Europe, and overseas travel entails payment of an hourly/daily allowance in accordance with the rules of the Danish Ministry of Finance and corresponding to 75% of the Ministry of Finance rates.

#### 4.8 Revision and changes to the current agreement

The Agreement may be reviewed by the Cooperation Committee, which shall have the power to make amendments, at the request of either Party, with three months' notice.

The supplement for staggered working hours (4.3.1) will be reviewed in the last quarter of 2019. HR is responsible for initiating the review.

#### 4.9 Lunchtime

The meal break is part of working time under the collective agreement, and employees are at the employer's disposal.

### 5 Holidays, days off, and absences (according to law, national collective agreement, house agreements, and AADK policies)

Salary is earned during holidays, and a holiday allowance of 1.5% is paid with the salary for April.

#### 5.1 Holidays and holiday transfers

In relation to holidays, reference is made to the Danish Holiday Act and the State collective agreement: the employee accrues 25 days of holiday and 5 days of paid holiday per year. Employees are entitled to 25 days of holiday each year, whether earned on full pay or not; for employees who have to pay for their own holidays, pay is deducted at 4.8% of the monthly pay per day.

In accordance with the Holiday Act, the Employee is entitled and obliged to take 3 weeks of holiday during the main holiday period (1 May - 30 September); however, the Employee may request an exception if there is a firm plan to take holidays outside that period and the plan is linked to the Employee's duties.

In the event that the Employee falls ill after starting his/her holiday, the Employee is entitled to compensation for the sick days in the form of new holidays equal to the number of prevented holidays.

In the event of being prevented from taking all their holiday, a full-time employee can apply to have up to 5 holidays plus 5 extra additional holidays carried over to the following year. However, that limit does not apply to Employees who have been prevented from taking holidays due to extended leave or illness.

#### 5.2 Days off (House agreement)

Saturdays, Sundays, all official Danish public holidays, as well as 1 May, Constitution Day, and all weekdays between Christmas and New Year's Eve are days off.

Time off is also granted according to the following rules:

- Moving: 1 day
- Death, funeral, or serious illness in the immediate family: as agreed (usually 1-3 days) depending on geographical distance
- Own wedding/silver anniversary: 3 days
- Tests and exams in connection with an approved training course: 2 days

### 5.3 Professional leave (Local collective agreement)

The purpose of professional leave is to ensure relevant professional qualification upgrades, the opportunity to delve into specific issues, and increased well-being for the individual employee.

Professional leave is earned on a continuous basis, so employees are entitled to 2 weeks of paid professional leave after 3 years of employment. After another 3 years of employment, the employees are again entitled to 2 weeks of professional leave, etc.

The starting point is that professional leave must be taken in the year in which the employee is entitled to take the leave. However, if an employee and manager agree that the leave - or part of it - should be postponed to the following year because of team planning and/or specific content, this can be agreed upon. Professional leave cannot be deferred for more than one year and any deferral does not postpone the next 3 years of accrual.

Timeframes and content (if possible) of professional leave are agreed on at the career development meeting covering the year in which the employee is to take professional leave, so that it is incorporated into the annual plan. This should be done to ensure planning consistency between professional leave and other work assignments, holidays, etc. The agreed timeframes should be included in the feedback to HR after the end of the career development meetings (no later than by the end of January of the year in which the professional leave is to be taken).

HR and TR will develop a procedure to support this planning

The agreement on specific professional leave must cover an overall planned course, but in cases where the employee and the manager consider it appropriate for time reasons to split the leave, for example, by participating in a course, this is possible.

When planning professional leave, it must also be agreed on what kind of knowledge sharing will take place afterwards in relation to the manager and colleagues in the secretariat.

Professional leave can only be taken while employed by MS and cannot be converted into holidays or salary (however, see next clause).

If an employee resigns or is dismissed, professional leave is normally taken during the period of notice.

### 5.4 Maternity, paternity, and parental leave

Reference is made to the State rules followed by AADK.

### 5.5 Illness (incl. chronic and long-term illness) (the law and AADK policies)

In the event of illness, the Employee must report it immediately to his/her direct manager by text message (SMS) or phone and indicate when the employee expects to return and, if possible, the activities the manager must follow up (meetings, events, etc.). AADK's illness absence policy describes how the organisation supports an ill employee with ongoing care discussions and a retention plan/employment statement to help the employee return to work. Special rules apply to company trainees and salaried employees. Well-being is a key element of AADK's policy to prevent absenteeism.

### 5.6 Other absences (the law)

The employee can apply for 6 months of care leave to take care of a seriously ill family member. The employee receives remuneration from the municipality of his/her family member.

You can read more at [www.Borger.dk](http://www.Borger.dk).

If the Employee has to resign from his/her job to take care of his/her seriously ill child, the Employee can apply for compensation from the municipality equivalent to the sickness benefit he/she would be entitled to if he/she became ill.

## 6 Development (House agreement)

AADK has set aside 1% of its wage bill for skills development, which is allocated through an application process administered by the AADK KU manager based on guidelines set by the Cooperation Committee and with the involvement of AADK management.

Employee development is discussed at least once a year at the employee development meeting. There is always the possibility to apply outside this process if a need or new opportunity arises. As a starting point, and provided that the Employees' wishes meet AADK's needs, the management supports the Employees' competencies and career development.

### 6.1 Career development

The career development pool created in 2018 is designed to benefit all groups of employees, including those due to retire in the next five years (see section 8.4).

It is agreed in the context of the fixed-term employment agreement for graduates that management will focus on career development throughout the appointment process and in particular, during the last 2 years of the fixed-term:

- Discussions on career development are integrated into the GRUS/MUS cycle.
- Management supports, as far as possible, the career development of employees over the last two years with relevant activities and initiatives.

### 6.2 Career development pool (Collective agreement)

The career development pool is unchanged compared to the previous OK period, as the parties do not need to raise it, as was otherwise possible under OK2018, since the pool, including the reservation as of June 2021m is more than 110,000, which was the OK2018 target.

This follows the development of salaries and is in 2021 at DKK 66,749 and will increase in 2022 to DKK 67,744 and in 2023 to DKK 68,984 (these amounts are specified without taking into account possible reservations of unused funds from previous years).

The parties agree to assess the need to adjust the size of the pool at the next collective bargaining (2024).

#### 6.2.1 Ownership and prioritisation of the Career development pool

The Career development pool is managed by the SU, with funds distributed by consensus between the A and B sides.

The distribution of career pool funds between applicants is done through negotiation and based on a common understanding that reasonable consideration is given to the needs of different groups of employees. The negotiation is based on the following criteria:

- To be able to accommodate as many employees as possible.
- Prioritise according to the size of the different employee groups (HK/AC).

- Prioritise, to the greatest extent possible, employees due to retire within the next five years.
- Look at the possibilities of allocating development of competencies instead of career development to the extent that the wishes of the employee and the organisational needs of MS match.

#### 6.2.2 Career development pool allocation process

Employees can apply for funds from the pool, for example, to complete a competence-building activity (e.g., measured in ECTS credits) that supports their career within or outside MS.

In contrast to the general skills development budget, activities will have to address only the employee's interest.

Due to either free or low course costs for the HK group, the pool could be used to cover HK salary costs corresponding to the time the employee participates in the activity (e.g., time spent on studying or writing assignments could not be covered by the pool; exam time would be covered by the general salary budget according to the rules in force) in order to free up the time needed by the HK employee for the course.

Employees who can retire within 5 years can apply for the pool to cover the time or activities needed to prepare for the new phase of life.

The application may arise in addition to, or independently of, the general competence development process.

Applications are invited:

- For ACs in the context of the second professional leave, which normally falls in the 6th year of employment;
- For HKs after 5 years in the organisation and every 5 years.
- For employees eligible to retire within 5 years, at the start of the 5-year period and later.

The process and applications are managed by HR, while the Cooperation Committee prioritises.

#### 6.3 Career development during. Fixed-term employment

To reinforce the development journey of fixed-term employees, employees are offered a coherent career development path, for which the direct manager is responsible, with professional and process support from HR. with the following two actions.

##### 6.3.1 Career development interviews

Career development discussions are held systematically once a year during the last 4 years of employment and focus on the employee's strengths, opportunities, and development needs in relation to the future the employee sees for himself/herself. The output of these discussions is a development plan, which includes agreements on how the manager and the organisation can support the employee to reach the next step in his or her career by adapting tasks, working conditions, or other measures available to the organisation (and, in particular, see sections 6.16.1 and 6.2).

The discussions and the process as a whole can be supported by an external party (see example section on development).

#### 6.3.2 Professional leave with a focus on job-shadowing

Fixed-term employees are entitled to an extra week of professional leave (in addition to the 2 weeks every 3 years) with normal pay and a focus on job-shadowing, i.e., staying or working in a different part of MS than the one to which the member otherwise belongs, another ActionAid, or another organisation.

The identification of placement opportunities is the responsibility of the employee, with the assistance of colleagues, managers, or HR as appropriate. The choice of placement is the employee's decision, while the time is agreed upon in cooperation with the manager.

Leave can be taken in either the 5th or 6th year of employment.

#### 6.4 Competence development of team leaders

MS establishes and maintains a standard competence profile for middle managers. The competency profile includes both HR administrative and HR management skills.

Competence development plans are prepared for the whole group, as well as for the individual. The starting point for preparing this plan is the current competence level of each manager and the standard competence profile. The competence development plan should ensure that middle managers are competent to fulfil their roles.

The plan is presented to the Cooperation Committee and is part of the annual prioritisation process (see skills development policy)

When new middle managers join, an individual competence development plan is also prepared.

### 7 Reinforced implementation of organisational projects (Collective agreement)

Two actions are agreed upon, aimed at strengthening the implementation of organisational projects approved by the Cooperation Committee, on the initiative of either employees or management.

- DKK 100,000 is allocated annually, which corresponds to approximately 4.69 working days/month to finance the release of selected employees and their involvement in the agreed transverse projects. The SU agrees the process for selecting the employees to contribute to the project, where the employee can then record the agreed hours on the project's time registration line.
- DKK 90,000/year will be allocated to fund a joint skills upgrade, either through the development or implementation of a joint activity, or by hiring external resources to support the implementation of skills upgrading in the organisation. The pool is a separate part of the competence development pool (in addition to the original pool size, see section 6, which is allocated by SU and administered by the KU Manager.

The intention is for MS to become better at allocating the necessary resources to ensure that projects are completed satisfactorily and are of benefit to the organisation and its employees.

The above amount is earmarked and monitored annually in Q1 by the SU. If the pool is not fully used during the year, the balance must be carried over to the following year.



## 8 Collective agreement on work-life balance

### 8.1 Flexibility scheme in relation to employees' special, private situations

The parties agree to accommodate employees whose life phase requires a special effort in their personal life and thus an adjustment of their working hours and/or workload, by providing the necessary flexibility, provided that it can be harmonised with task organisation (within or outside the team).

For example, employees may need to care for a family member for a period of time or may want to work part-time to complete studies, slow down due to age or other personal reasons for extra flexibility or may want to take leave to prioritise a personal project.

The agreement is concluded at the employee's request to the manager and HR. The agreement is developed jointly and specifies the scope and period of the work adjustment.

The manager is responsible for monitoring whether such a need arises and addressing it promptly.

HR ensures the dissemination of the opportunities that such a scheme can offer, both to employees and managers (inSight, on-boarding, management information, etc.). Management regularly ensures that Team leaders are aware of the opportunities available under this scheme.

### 8.2 Child illness and care days (Collective agreement)

The employee is entitled to 2 sick days leave per illness period to care for his/her sick child under 18 years of age. The leave is not limited to the actual 1st and 2nd days of the child's illness, to increase mutual flexibility.

Employees are entitled to 2 annual care days per child up to and including the year in which the child turns 7. Care days can be taken as half or full days and cannot be carried over to the following year.

### 8.3 The balance between private and professional life

The parties agree to ensure the best possible balance between private and professional life, taking into account the team's tasks and the individual's private life. This should be accomplished through an ongoing dialogue between the employee, the team, and its leader. Monitoring well-being and communicating the opportunities available either through house agreements, collective agreements, or the law are management responsibilities. The direct team leader is particularly responsible for monitoring and ensuring balance in his/her team.

Possibilities include:

- Access to part-time.
- Flexibility in terms of work location (work away from the office; at home or similar).
- Bringing your own children to work when they cannot be at the institution or cared for in any other way.
- Other absence schemes, such as child sick days leave and care days.
- Adapting business trip planning to consider private circumstances.

HR is responsible for communicating opportunities and responsibilities to both employees and managers so that everyone, regardless of seniority or position in the organisation, is aware of the rules, practices, and procedures.

Management ensures that team leaders are updated and competent to ensure the best possible work-life balance.

#### 8.4 Senior scheme

Fixed-term employees who reach the age of 60 during their period of employment will be offered a permanent position in MS when their fixed-term contract expires. Acceptance of this offer leads to the waiver of the 6.5% yearly supplement.

The management may offer fixed-term employees who have reached the age of 60 during their period of employment a new fixed-term contract of a duration determined by the management.

It is possible to agree on reduced working hours with a corresponding reduction in pay. In the case of reduced working hours of 30 hours or more, full pension payment is maintained. Reduced working hours may be agreed upon from the employee's 60th birthday. This applies both to employees employed under the AC collective agreement and the HK collective agreement.

Annexe

1. HR Management - responsibilities overview

Responsibilities table

Personnel manager (team leader)	LT	HR/OE/Finance
Resource management		
Team organisation	Internal consultancy	HR: Internal consultancy
Identification of staffing needs (number of employees, functions & roles, competences)	Decision on vacancies	HR: Internal consultancy
Personnel budgeting (in collaboration with HR/Finance), follow-up and adjustment	Setting the framework for the level of invoicing Approval (Board of Directors) decisions on derogations	HR: Calculation of position cost, staff budget model - recipient of the approved budget Finance: Control and support
Job design, profile definition, recruitment, nomination	Approval of nominations (for "permanent employees"; other recruitment managed by HR)	HR: Consultancy - receives JD and agreements and ensures that human resources management - supports best practice
Personnel management		
Objective <ul style="list-style-type: none"> <li>Communicate common goals to create shared and individual understanding</li> <li>Ensure implementation in the team (implementation plan)</li> <li>Set individual goals</li> <li>Ensure the necessary resources</li> <li>Follow-up, reprioritisation, sparring</li> <li>Review</li> </ul>	Sets overall goals for the team Internal consultancy Follow-up via OE	HR: Receives agreements and MoM - supports best practice
Invite, hold and follow up employee discussions - ensure well-being and performance <ul style="list-style-type: none"> <li>3 months interviews</li> </ul>	Sets overall framework (Policies)	HR: Informs TL about necessary interviews - receives appointments and minutes (incl. GRUS and

<ul style="list-style-type: none"> <li>Care and long-term absence interviews (in collaboration with HR)</li> <li>GRUS - MUS</li> <li>Difficult conversations (in collaboration with HR)</li> <li>Resignation interviews</li> </ul>	<p>Informed of the situation and possible outcomes</p> <p>Participant in GRUS</p> <p>Participates in MUS "on Demand"</p>	MUS report) - supports best practice
<p>Competence development - ensuring employee development</p> <ul style="list-style-type: none"> <li>Job design</li> <li>Skills development needs analysis and settings</li> <li>Planning of professional leave</li> <li>Follow-up and implementation of activities</li> <li>Review</li> </ul>	Approval of nominations within the framework agreed with SU (implementation delegated to HR)	HR receives recommendations from team leaders, consolidates recommendations (with possible qualification) and manages the decision (information, follow-up, budget management) and ensures review - Receives reviews
<p>Career development</p> <ul style="list-style-type: none"> <li>Contributing to Career clarification</li> <li>Supports the agreed career development plans</li> </ul>	<p>Consultancy with the employee and the middle manager.</p> <p>Decides</p>	HR: Consultancy - HR: Receiving agreements and MoM - supports best practice
<p>Working hours</p> <p>holiday approvals and carrying over flexitime agreements (within budget)</p>	Sets overall framework	HR: Receive agreements and ensure Team leaders have an overview of status - support best practice
Leave - Approval of plans	Sets overall framework (Policies)	HR: Advises the employee - Receives appointments and ensures Team leaders have an overview of the status
Other personnel-related tasks		
Ensure the physical and psychological working environment that creates well-being and performance (on the physical: in collaboration with OS/IT; on the psychological, in collaboration with HR)	Consultancy - relationship with TRs	HR: Consultancy - conducts APV and similar study - relation to SU and Work environment committee
<p>Ensure compliance with MS HR standard and policies</p> <p>Coordination with HR and ensuring case documentation</p>		HR: Team leader skills development - Advice and consultancy

Approval of travel activities	Sets overall frame-work (policies and org. objective 7)	NA
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HR's role in supporting best practice includes:

- Competence development of team leaders
- Support for the team leader during the process
- Monitoring respect for and observation of legislation, regulations, AADK policies, and HR standards
- Maintaining or adapting systems and processes