

2022

**MELLEMFOLKELIGT  
SAMVIRKE** **act:onaid**



# TERMS AND CONDITIONS FOR EXPATRIATES

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 Expatriate 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 homepage](#)). The principles underpinning these Terms & Conditions are therefore non-negotiable.

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## 1 Contract of Employment

### 1.1 Terms and conditions

The contract is indicating the role and responsibilities of the Expatriate and AADK Denmark or the national office. 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 when required, if requested
- All candidates must provide a satisfactory health certificate, if requested
- It must be possible to obtain a work permit in the country of service.

*If the Expatriate has been contracted but is unable to commence his/her work in the country of service due to delay of legal permit, the Expatriate may be requested to commence working remotely. In that case the Expatriate will receive the salary, pension, and accommodation allowance. The Expatriate will also be insured during this remote-working period. However, the remote working possibility may not be relevant or possible in all contexts, as such the Contracting Office may determine that the Expatriate's contract will be considered as pending to start until the work permit status has been finalized. In this case, if the Expatriate has signed a contract, but a legal work permit is denied, the contract will be annulled. If the annulment happens after the stated contract start date, the Expatriate will be entitled to one month's salary and pension.*

- Ability to meet physically at the work address mentioned in this contract. Any restrictions which do not allow the Expatriate to travel to the country of service, hereunder lockdown or travel limitations due to a global pandemic outbreak will not be considered as force majeure.

The placement is to be considered a full-time placement and the Expatriate is not allowed to take on additional paid assignments during the placement period. The Expatriate may take on additional voluntary work during his/her placement as long as 1) this does not interfere with or prevent the Expatriate from fulfilling his/her duties as an Expatriate, and 2) there is no conflict of interest between the role taken by the Expatriate or ActionAid mission and the voluntary work.

By signing your contract of employment you are indicating your agreement to the terms and conditions of employment outlined in this document.

Line Managers do not have the right to offer contracts on their own authority. Any verbal offer of a new contract or an extension to your existing contract by a Line Manager is binding only if it is supported by a written contract of employment signed by the AADK HR.

### 1.2 AADK contract types

AADK proceeds with four contract types depending on 1) who the formal employer is (national AA or AADK) and 2) the need of relocation regarding the employee's country of origin.

Each of these contract types will be governed by specific guidelines and procedures and their own specific remuneration and benefit packages which will be clearly outlined in the contract of employment.

National staff will be governed by the local labour law and social regulations in their respective locations independently of their contract type.

The salaries are framed by AADK Salary Grades based on AAI's job categories shown in the table below.

Management	F	Senior Management / Unit Heads	Roles at this level lead a department or significant area of the organisation. They are responsible for developing business plans and oversee their implementation ensuring resources are in place to achieve budgeted performance targets and monitoring overall performance against these. They play a key role in influencing decisions of stakeholders that are outside of their direct sphere of authority across the organisation. Roles at this level require broad organisational experience enabling them to manage a large team or teams as well as deep knowledge across a professional discipline that enable them to make significant improvements to policies and processes that lead to mid- to long-term <u>success</u> .
	E	Line Management / Management / Subject Matter Experts	Roles at this level have management responsibility for a team or independently contribute as a predominant subject matter expert. They will manage the implementation of policy or plans considered critical to the achievement of departmental objectives. These roles will frequently use persuasion when communicating with senior stakeholders to ensure the optimal outcomes for AAI. Roles at this level require broad management experience or advanced expertise across a professional discipline. Roles at this level will be responsible for identifying opportunities to enhance the quality of existing methods and overseeing implementation of change.
Professional	D	Senior professionals	Roles at this level are responsible for scheduling work plans and setting day-to-day operational objectives for a team or act as senior specialists responsible for delivery of high profile or specialist projects with a significant impact on the success of departmental objectives. These roles act as an important relationship interface with AAI donors and partners and other functions within the organisation. Roles at this level require experience mentoring and developing less experienced professionals and adapting established processes to find solutions to non-standard issues.
	C	Professional	Roles at this level act independently to deliver the organisation's policies and programmes within a defined technical or functional area. These roles may co-ordinate work with others across technical areas within AAI and may interact with external parties to a limited scope. They also provide technical guidance to others within their own work area and may also have supervisory responsibilities. Roles at this level will require in-depth knowledge and experience working within a technical area which enable them to work autonomously, resolve day to day issues and identify opportunities for continuous improvement within the organisation's delivery model.

#### 1.2.1 National (localized contracts)

National contract status refers to staff who are employed locally on national terms and conditions and their contracts will be governed by respective local labour laws. Their salaries will be aligned to the equivalent AADK Salary Grade D and below (incl. Entry professionals).

#### 1.2.2 National 'Plus' (localized contracts)

In National positions, the 'Plus' status are the benefits linked to National contracts on Grade D and below, which are extended to positions regarded as "hard to fill" posts, specialist skills, etc. To attract candidates from outside the country, the 'Plus' status will provide additional benefits such as relocation support, housing and school/kindergarten allowance for a specified period.

#### 1.2.3 International (AADK owned contracts)

International contract status will apply to functional and mission related positions employed by AADK, with line management in Denmark. For International positions the AADK Salary Grades C-F applies.

#### 1.2.4 International 'Plus' (AADK owned contracts)

The 'Plus' status are the benefits linked to an International contract on Grade C to F extended to all staff who are required to relocate from their home country to take up a position with AADK in a host-country. The 'plus' status will provide additional benefits such as relocation support, housing and school/kindergarten allowance for a specified period.

#### 1.2.5 International staff based in Denmark

For International staff based in Denmark the salary level will align with AADK Salary Grades C-F and will be governed by AADK terms and conditions and DK labour law. Non-national AADK staff on Grade C and above who are required to relocate to Denmark from their home country to carry out their role will have their terms and conditions of

employment governed by the AADK remuneration and benefits policy and the international 'Plus' benefits i.e. housing, school/kindergarten and relocation allowances will apply to them.

#### 1.2.6 Hosting agreements

All staff both national and international can only be based in a country with an Actionaid office represented.

A hosting agreement will be put in place in a country where there isn't a current agreement. The Line Manager is responsible for contacting the Country Director in the respective country and then putting in place a hosting agreement. If it isn't possible for the country to enter into an agreement, the Line Manager must find another placement for the position.

#### 1.2.7 Change of contract type

##### *Offering new position with AADK*

If the Expatriate has been offered another position with AADK following to a recruitment process, it will be case-by-case decided if the Expatriates current terms such as vacation, Time of in Lieu, Probation period etc. should be transferred into the new employment or closed while starting new terms. The decision will be based on the nature of the new position in regard with the current position.

For Danish staff who changes from a Danish contract into an Expatriate Contract or visa-versa, the current contract must be closed. This includes settlement of Time of in Lieu, vacation and other terms which must be settled in regard with the current contract.

##### *Taking part of the employment period abroad (Staff in DK only)*

Conditioned an agreement between the Employee and her/his line manager, an Employee with an Academic/HK contract can take a part of her/his employment period abroad.

The employment conditions will change from an Academic/HK employment to an Expatriate Employment on the agreed date and the Expatriate Terms and Conditions will apply.

The Academic/HK contract will be held in abeyance in the period where the Expatriate contract is active, but vacation, Time of in Lieu and other outstanding must either be settled before the transition to the new contract or be subject for an agreement between the Employee and AADK/HR about how to manage these terms when the Expatriate returns to her/his Academic/HK contract.

The salary seniority for the Academic/HK contract will proceed while the Employee is posted abroad, and the time abroad will be including in the total length of the Employees Academic/HK contract.

All staff under this agreement will have the right to proceed their Academic/HK employment in Denmark, when ending their time abroad, considering that the Employee's contract in Denmark does not end on the same date than the Expatriate contract.

#### 1.3 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 People & System Development (PSD), but it cannot be waived.

During the probation period, the Line Manager will assess and review the Expatriate's work performance, based on an agreed probationary work plan. It is recommended that one2one meetings between the new Expatriate 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 Expatriate need to meet to complete the End of Probation Review. After this review, the Line Manager must send 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 Expatriate's capability to fill the position (i.e. absence of the employee or the line manager or any exceptional reason that does that the Expatriate 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 or there is a mismatch between the employee's profile and the position). Specific requirements need to be met to terminate the employment relationship. Please other consult with AADK Head of PSD.

#### 1.4 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 a family member/dependent does not accompany the Expatriate to the country of service, then all rights to relocation allowance, plane tickets, insurance, education allowance and additional housing allowance related to the dependent are forfeited; and if any account has been paid, it must be refunded by the Expatriate to the contracting office. The family member/dependent will however be granted a plane ticket yearly to visit the Expatriate in the country of service. The Expatriate will be responsible for the family during this period, and will cover all other costs associated with the visit, including visa fees, transport to and from the airport and travel insurance.

The Expatriate is committed to inform the contracting office and his/her line manager if she/he experiences any change in her/his dependents (birth, adoption, entering/exiting a relationship) to be insured and eligible for the benefits of dependents.

Due to certain circumstances within some countries, positions can be declared to have an unaccompanied status. The job description and advert of the specific position 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.

#### 1.5 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.

## 2 Salary & Pay

The salary is 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 3 below).

The Expatriate salary consists of the following components:

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

#### 2.1 Basic Salary

The placement in salary scale is set according to the responsibilities and competences associated with the position in question and AADK Salary Grades. It is not determined by the Expatriate'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.

The salary scale is adjusted annually based on ActionAid International review of international salaries and 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 is decided by AADK's Leadership based on the ActionAid International increased approved by 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 Expatriate will be notified in writing of any salary changes. Normally, the increase will apply by February for the current year.

#### 2.2 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 Expatriate. The Expatriate 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 Expatriate'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 Expatriate will bear the cost of eventual currency conversions from Euros.

It is strongly suggested that the Expatriate 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. The Contracting Office 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 Expatriate on their e-box and by e-mail to all other Expatriates contracted by AADK. The figures on the salary slip from AADK are in DKK, which are equal to the figures appearing on the contract.

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

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

### 2.3 Allowable deduction

The Contracting Office is authorized to make deductions from the Expatriate 's pay when:

- They are statutorily required
- Any agreements are specified with the Expatriate in writing
- Any deductions are incurred due to unauthorized absence from work
- A miscalculation has been made in previous pay
- The Expatriate leaves and owes the ActionAid 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 Expatriate leaves and holds assets belonging to ActionAid, and does not return them to ActionAid before leaving.

### 2.4 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.

As long as the Expatriate is not taxable in Denmark, she/he will receive her/his total gross salary – no incomes taxes related to the country of service will be deducted.

Income tax is primarily the responsibility of the Expatriate and ActionAid Denmark will not compensate the Expatriate for any income tax liabilities. ActionAid Denmark expects all Expatriates 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 of or all additional allowances.

The Expatriate 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 Expatriate to do so by her/himself as it is like countries using the PAYE system), ActionAid Denmark will delegate the Expatriate's incomes declaration and payment of taxes to the

hosting office as part of the hosting agreement. The Expatriates will manage directly with the hosting office any tax payment request from the office.

## 2.5 Pension supplement

It is compulsory for Expatriate 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.

If National law & rules set the minimum pension higher than 13% at all, the gap will be on the Expatriate's contribution. AADK is willing to enter an arrangement with a "pension advance" to cover this gap; the Expatriate is committed to reimburse the pension advance at the end of the Expatriate contract.

For non-Danish Expatriate, 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 Expatriate at the end of the contract period. This is to avoid monthly expenses for the transfer of money.

For Danish Expatriate, the Expatriate will be signed in the ActionAid Denmark's pension scheme.

## 2.6 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 workplace. In recognition of this hardship, the Expatriate will be entitled to 10% of the basic monthly salary as a hardship allowance.

The JD will indicate if the country is classified as a hardship country. Please note that hardship country benefits follow the status of the country and are nullified immediately upon change of country status.

## 2.7 Gratuity (only applicable in certain countries)

There are a number of countries where a gratuity payment is a legal requirement. If you are on a Fixed-term contract based in a country where this is a legal requirement and on completion of 12 months service you will be entitled to a gratuity of one months' basic salary, subject to the following conditions. The gratuity will be paid to you only on the expiry of your existing fixed term contract (or any extension to or renewals of it) in circumstances where AADK is unable to offer suitable alternative employment and you leave AAI's service. The gratuity will be accrued annually on completion of 12 months' service at the basic rate of salary applicable to the end of each 12-month period.

Gratuity, in these countries, is not paid when you give notice to terminate before the expiry of your fixed term contract. Pro rata entitlements will be calculated for incomplete years of service.

## 3 Currency Policy

The full Currency Policy is available on ActionAid Denmark's [inSight under Staff Policies](#)

### 3.1 Currency

ActionAid Denmark applies Euros as the primary currency for all contracting relations covered by this manual.

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

### 3.2 Exchange rate 2022

Exchange rate	DKK/EUR	EUR/GBP	EUR/USD
31/01/2022	0,13431	0,74556	6,67505

Source: [Oanda.com](https://www.oanda.com) - past 3 months by 1. April 2022

### 3.3 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.

## 4 Relocation

The following terms does only apply for Expatriates in the “Plus” category.

### 4.1 Before relocation

Relocation allowance, housing allowance, education and kindergarten allowance and other benefits doesn't apply to the Expatriate if;

- The Expatriate is citizens in the country of service
- The Expatriate has been a resident in the country of service for 7 years or more

Very rarely, some exceptional circumstances can lead to exception to the above exclusion. The exception will be decided by the Expatriate's Line Manager or the Contracting Office based on documented situation analysis.

In the event that the Expatriate has been contracted but is unable to commence his/her work at the country of duty due to lack of legal permit or for any reason mentioned in Chapter 2, 2<sup>nd</sup> paragraph, the Expatriate is obligated to work remotely.

For Expatriates who work from their home country while waiting to be relocated to their duty station, the following rules apply:

The Expatriate will be eligible to receive housing allowance at the level of their expected duty station for up to 3 months. If the Expatriate has not relocated to a duty station abroad, the house allowance will fall away until the Expatriate relocate to a duty station abroad. The Expatriate will not be eligible to receive education and relocation allowance, as long as he/she resides at home.

### 4.2 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 the Contracting Office

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 6 months of the termination of employment. No benefit under this clause can be paid out as a cash equivalent.

#### 4.3 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 with the condition that the relocation finds place. If the relocation does not happen for any reason mentioned in Chapter 2, 2<sup>nd</sup> paragraph, the Expatriates and dependents will not be entitled to this allowance and, if any account has been paid, it must be refunded by the Employee to the Contracting Office.

Expatriates will be provided a relocation allowance of 672 € for the Expatriate and 336 € for each of his/her dependents, up to a maximum of 2016 € 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 basis<sup>1</sup> 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 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.

#### 4.4 Shipment allowance

Expatriates who relocated to the country of service will be entitled to a shipment allowance up to 672 € (and, in case of accompanied position, up to 336 € for each of his/her dependants, up to a maximum of 2.400 € in total) to support transport of the belongings.

The shipment allowance can be used to transport of the Expatriates belongings, if the belongings are not covered in the flight ticket. The Expatriate can claim the allowance by sending the quote or the receipt.

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.

#### 4.5 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

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<sup>1</sup> Self-catering basis means that the Expatriate is responsible for all costs other than the direct cost of their accommodation in this period.

months as under normal relocation circumstances, while the Expatriate seeks permanent accommodation.

#### *Travel expenses*

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

#### 4.6 Housing allowance

For staff in the 'plus' job categories a housing allowance will be given based on the agreed local (in-country) limits and in accordance with AADK Housing Policy.

Expatriates located at TCDC are strongly invited to live on-site in a house provided by TCDC on its ground. The Expatriate will receive housing allowance at the level agreed in the hosting contract engaged between AADK and TCDC, and the Expatriate engages rental agreement with TCDC.

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. *"ActionAid works in solidarity for and with people living in poverty and the most marginalized people in the society. The selection of housing should reflect the fundamental values of ActionAid and employees are therefore encouraged to select modest housing in a secure environment, which is not disproportional to the housing of national staff. For example, visits by poor and excluded people, community based organizations and donors to such housing should not be cause for embarrassment, either because the accommodation is too luxurious."*

If a deposit is required, the Expatriate may provide a request for a housing allowance advance of up to 6 months housing allowance. Afterward, the housing allowance will be paid monthly together with the monthly salary, independent of rental pay frequency.

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.

The Expatriate will not be eligible to live in accommodation paid by the contracting ActionAid office and at the same time have the housing allowance paid out during the same period.

#### 4.7 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.

#### 4.8 Education & Kindergarten Allowance

The Expatriate will be provided an education and a kindergarten 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 13.431 € per child per annum of primary and secondary school fees and 6.752 € for nursery schools or kindergarten.

Reimbursement covers school fees for the regular curriculum; this excludes fees related to schoolbooks, 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 Denmark at any time, without consultation.

If the relocation of children does not happen, the Expatriates will not be entitled to the Education allowance, and if AADK has made any payment up-front, the Employee must reimburse the full amount AADK.

#### 4.9 Insurance

International insurance coverage does only apply to Expatriates and their dependents who relocate to another country than their country of origin. AADK may not by law propose such a coverage to national staff working in their country of origin.

Provided this restriction, ActionAid Denmark provides Expatriates 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.

If the Expatriate is based in a national position and is required to contribute to the national health care system in the country, AADK will provide a contribution of GBP 500 annually to the Expatriate. It is the Expatriate's own responsibility to point out whether the Expatriate is subject to the national health care system in the country.

#### 4.10 Safety and well-being

##### *Responsibilities*

The well-being and safety of the Expatriate during assignment is the mutual responsibility of the Expatriate 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 Expatriate and his/her dependents is in place.

It is the responsibility of the contracting office to secure that:

- Salaries, allowances and benefits, as described in this manual, are paid to the Expatriate

- Relevant insurance is secured and paid for the Expatriate and his/her dependents
- Adequate written guidelines describing a number of practical issues and the AA security plan are given to the Expatriate.

It is the responsibility of Unit Director or the national ActionAid Director of the hosting country 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 Expatriates

It is the responsibility of ActionAid Denmark to ensure that:

- Insurance is secured and paid for the non-national Expatriate and his/her dependents
- The Expatriate is invited to participate in the relevant parts of induction course and additional online courses for Expatriates in Denmark.

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.

#### 4.11 Temporary relocation and emergency evacuation

In the event of insecurity, political unrest, natural or man-made disasters, it may be 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 International in these cases.

#### 4.12 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, the Contracting Office will provide a relocation and shipment allowance to Expatriates under the same conditions as those the Expatriate received upon arrival in the country of service.



## 5 Loan

On the request of the Expatriate, AADK can loan the equivalent of up to one month's salary. The Expatriate may either pay the loan back on regular basis during the remaining employment period or at once at the end of it. In the last case, the amount will be withheld from the last salary. The loan is without interest.

## 6 Working hours & Leaves

### 6.1 Working hours

The Expatriates weekly working hours is 37. The rules regarding Time of in Lieu follows AADK 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.

For Expatriates directly managed by AADK, all leave requests and registrations have to be done through AADK time and absence registration system.

### 6.2 Annual leave

#### *Calculating Annual leave*

The Expatriate 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 days will be allocated monthly.

#### *The rules for Leave*

The overall ActionAid International policy is that the value of an individual taking rest is undisputed, and therefore Expatriates and their line managers are responsible for ensuring that annual leave entitlements are used effectively throughout the leave year. Directors and Heads of Teams 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 Expatriate 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 Expatriate 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 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.

For Expatriates directly managed by AADK, leave requests and registrations have to be done through AADK time and absence registration system.

#### *Carry-over of Leave Entitlement*

An Expatriate 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 Expatriate becomes ill while on leave?*

If an Expatriate 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 Expatriate, 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 Expatriate 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 Expatriate 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 Expatriate 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 Expatriate 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.

### 6.3 Compassionate Leave

If the Expatriate's spouse/partner or child gets seriously ill while the Expatriate is working for ActionAid, individual arrangements will be made between the contracting Action office and the Expatriate ensuring the Expatriate at least 15 days of paid compassionate leave and cover of the travel cost for the Expatriate to return to his/her place of residence.

In such unfortunate circumstances where the Expatriate loses her / his child, the Expatriate will be eligible for up to 6 weeks' paid leave. It will be possible to agree further unpaid leave with the Expatriate's direct Teamleader.

In the event that an immediate relative (father, mother, grandparents or brothers and sisters) becomes seriously ill or dies while the Expatriate 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 Expatriate'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 Expatriate'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.

For Expatriates directly managed by AADK, leave requests and registrations have to be done through AADK time and absence registration system.

#### 6.4 Home leave

The Expatriate 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 Expatriate 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 Expatriate on a contract lasting 24 months will get one Home Leave related transport during his/her assignment period.

To elaborate, Expatriate 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. Expatriate 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. Expatriate 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 Expatriates themselves. Prior to the journey, The Contracting Office will purchase the relevant tickets on behalf of the Expatriate, as per the Expatriate's request. An Expatriate can choose to take their home leave somewhere other than their official country of residence. However, the Contracting Office 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 Expatriate if tickets to another location are less expensive than the equivalent of the costs for country of service/country of residency airfare.

#### 6.5 Public holidays

Expatriate 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 Expatriate contract.

#### 6.6 Sick Leave

Expatriates are entitled to a minimum 10 working days paid sick leave over a 12-month period. For long-term/critical illness, an Expatriate 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 Expatriate 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 Expatriate should follow the local absence reporting and monitoring attendance procedures, which shall be made known to him/her during the in-country induction.

For Expatriates directly managed by AADK, leave requests and registrations have to be done through AADK time and absence registration system.

#### 6.7 Child illness

Expatriates are entitled to a total of 10 paid child sick leave days over a 12-month period.

##### *Reporting Illness and monitoring attendance*

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

For Expatriates directly managed by AADK, leave requests and registrations have to be done through AADK time and absence registration system.

#### 6.8 Rest & Recuperation leave (R&R)

As well as the standard holiday entitlement, ActionAid will provide an Expatriate with R&R leave if they are placed in an unaccompanied placement and in an approved R&R location.

The R&R leave entitles the Expatriate 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 Expatriate 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 Expatriate from the stressful work environment and is not designed as supplementary holiday. If an Expatriate 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.

For Expatriate directly managed by AADK, leave requests and registrations has to be done through AADK time and absence registration system.

#### 6.9 Maternity, Paternity/Partner and Adoption leave

##### *Maternity Leave (Natural mother)*

The Expatriate is entitled to take up to 6 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 Expatriate'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.

During the maternity leave, the Expatriate will continue to receive and accrue any contractual benefits she would normally receive if she were at work.

##### *Time off work for antenatal care*

Expatriates 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 Expatriate experiences a miscarriage, she will be eligible for up to 6 weeks' paid leave or as prescribed by the medical practitioner to heal and come to terms with her loss.

### *Paternity or Partner's leave*

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

### *Adoption leave*

Expatriates 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 8 years old
- The Expatriate provides proof of the adoption from a registered adoption agency

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

## 7 Policy & Values compliance

The Expatriate is committed to follow national and local rules & law, the Hosting Office ActionAid Policies as well as the AADK Policies and the directives given by the Hosting Office and the Expatriate's Line Manager.

AADK has a set of values and policies, which are available on our website

<http://www.ms.dk/insight>;

Login: [newemployee@ms.dk](mailto:newemployee@ms.dk)

Password: Welcome2MS

Go to the [Staff Policies, Values & Commitments](#)" tab under "Welcome to ActionAid DK" at the top left.

By signing this letter of appointment, the Expatriate confirms they have read, understood and accepted the commitments described on "[Staff Policies, Values & Commitments](#)" page e.g.:

- AADK Values ([Wiki side](#))
- ActionAid Code of Conduct
- Anti-Corruption Code of Conduct and Whistle Blowing Policy
- Gender Policy & Policy on frequenting prostitutes
- AAI SHEA and Safeguarding Overarching Policy, including i) AAI Sexual Harassment, Exploitation and Abuse (SHEA) at Work Policy, ii) AAI Child Safeguarding Policy and iii) AAI Protection from Sexual Exploitation and Abuse Policy.

- Child Protection Policy
- AADK Personal Data Protection Policy
- Complaints and Response Mechanism Framework
- AADK Overall Security Manual

This implies the Expatriate's commitment against colleagues, partners and beneficiaries to:

- Respect and protect exposed and vulnerable people we work with and for;
- Take power balances in consideration in her/his work relation and her/his general attitude to avoid: misuse of her/his power position against any group or individual; infringe of human rights; or abuse of any individual;
- Respect confidentiality of personal information; manage such information on a safe way and in accordance with the purpose, the person has been informed of, and with AADK personal data policy; and do not disclose information that represents a risk for the subject or a breach of personal data confidentiality;
- Act fairly, honestly and thoughtfully and treat all people with dignity and respect – independently of race, skin color, national or ethnic origin, religion, age, physical or mental disability, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, social or economic status and other identity markers;
- Do not take part in any form of discrimination, bullying and harassment, or abuse (physical, sexual or verbal), intimidation, humiliation, shaming or exploitation, or in any other way infringe the rights of others;
- Do not contribute in any position to any fraud, misuse of assets or corruption
- Inform her/his partners, staff and beneficiaries about these commitments and the way to claim possible breach in order to facilitate reporting of any observation or suspicion of breach of commitment
- Report any observation or suspicion of breach of policy and commitment through AADK grievance and whistleblowing mechanism.

The Expatriate is aware of the fact that actions, which violate AADK's values and policies can lead to sanctions, including termination, also when these actions are carried out in the Expatriate's spare time and represent a threat to or can harm AADKs', its beneficiaries or its partner organisation's reputation, work or dignity.

#### 7.1 ActionAid Values

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

- **Courage**, We dare to take sides with people for the equal worth, equal opportunities and equal rights of all, even when it is difficult and controversial. requiring us to recognise the innate worth of all people and the value of diversity.
- **Solidarity**, Excluded people all over the world are at the centre of all
- our work. We strive against poverty, discrimination, exclusion
- and oppression of any kind.

- **Diversity**, We see diversity as a strength, and will work to be representative of the societies we work in. Diversity makes us
- stronger.
- **Cooperation between people**, We work not just for people but also with people. We support vulnerable people in organising themselves into open, tolerant and active communities for just and sustainable change across all kinds of boundaries and borders.

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

## 7.2 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 Expatriate 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.

## 8 Conflict Management

### 8.1 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 (Own colleague, team or unit as well as hosting AA)
2. The Leadership of the Unit i.e. TCDC Leadership, Head of Team or national AA Director)
3. The ActionAid Denmark leadership through either the International Director or the Head of PSD
4. ActionAid Denmark Secretary General
5. The international level i.e. ActionAid International GS, using ways described in Whistleblowing Policies

The Expatriate 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.

#### 8.2 Limits of decision makers

Conflicts related to the day-to-day working conditions for the Expatriate, 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 Expatriate and the partner organization or hosting ActionAid should aim at solving such problems between them on their own. If this fails, the designated ActionAid line manager to the Expatriate 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.

#### 8.3 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 Expatriate 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 Expatriate can choose which of the two options – arbitration or civil action - will be used.

#### 8.4 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.



The contract will be considered nulled if the Employee isn't allowed to travel to the country of service or meet at the work address mentioned in this contract due to any societal restrictions such as a global pandemic outbreak. This will apply in the whole contract period.

#### *Termination*

During the probation period, the employment relationship may be terminated by AADK or the Expatriate with 14 days' notice either based on the statement of a recruitment mistake or any other reason; the conditions for termination as described below do not apply during the probation period.

The Expatriate 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 Expatriate gives notice earlier, allowing more time to prepare for his/her departure.

In cases where the Expatriate 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 or the national ActionAid hosting the Expatriate's employment contract are 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 Expatriate fails to fulfil the tasks indicated in his/her job description; if the Expatriate lacks support from the partner organization; if the Expatriate fails to observe national laws, policies and rules (including those of national ActionAid); if the Expatriate refuse to follow management's direction.
- If the placement for the Expatriate is no longer available.
- The political situation in the country or other circumstances affecting the security or the working situation negatively for the Expatriate.
- Failure to obtain proper legal work permit in country of service
- Changes in the Expatriate's health or personal 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 Expatriate, a description of expected changes is given and indicator for that as well as deadline for changes is given.
- A Hearing of the Expatriate is carried through.
- Minutes of the meeting is available and distributed to the Expatriate and to the contracting authority.
- Statement of changes or no-changes is made at deadline date. If the Expatriate does not meet the expectations described in the plan by the deadline, ActionAid will dismiss the Expatriate 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 Expatriate is entitled to payment until the end of the notice period.

#### 8.5 Dismissal

An Expatriate 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 PSD.

Dismissal will finally be noticed by ActionAid Denmark's Head of PSD.

## 9 Terms &amp; Conditions applying by employment category

Overview upon terms in relation with status of the Expatriate

	<b>Relocated</b> Country of duty is different than the Employee's principal country of residence	<b>National</b> Country of duty is the same than the employee's principal country of residence
<b>Salary &amp; Pension</b>	X	X
<b>Relocation allowance</b>	X	
<b>Fly ticket</b>	(X)	
<b>Shipment</b>	(X)	
<b>House, Education &amp; Kindergarten allowance</b>	X	
<b>Social insurance</b>	If required	X
<b>International insurance</b>	X	
<b>Home Leave</b>	X	

(X) Apply only if the Expatriate actually relocate to the country of duty and does not apply if the Expatriate is already located in this country.

## 10 Extract of Salary scales 2022

Given in DKK by 1<sup>st</sup> April 2022

Code	Amount excl. Own pension	Basis salary incl. Own pension
Abroad Execut.Dir. F	52.858,31	54.493,10
Abroad Unit.Dir. F	40.237,59	41.482,05
Abroad Admin.Special. E	28.535,08	29.417,61
Abroad Grade-D	32.650,95	33.660,77
Abroad Grade-D mini*	28.730,03	29.618,59
Abroad Grade-C	26.251,10	27.062,99
Abroad Grade-C plus	26.581,23	27.403,33
Abroad Grade-B	22.861,99	23.569,06
Abroad Grade-B plus	23.168,71	23.885,27
Abroad Grade-Loc	18.363,41	18.931,35

The grades "plus" are obtained after 2 years contract on the position.

\* The Grade D mini is the salary entrance e.g. junior positions.