

ANNEX 3: ADVISOR TERMS AND CONDITIONS

The Advisor Terms and Conditions are developed based on the Remuneration and Benefit Policy for both International staff in ActionAid International and for international staff in ActionAid Denmark.

The principles underpinning the ActionAid International Remuneration and Benefits policy dictate that the ActionAid International HR standards, which have been developed in accordance with People in Aid's Code of Good Practice in the management and support of aid personnel (available on [CHS Alliance home page](#)), are non-negotiable.

All employment contracts are based on non-discrimination and will follow ActionAid's value and compliance policy.

The present People4Change remuneration and benefits package applies to all Advisors.

1.CONTRACTING

Contracting of People4Change Advisors is either made between the Advisor and AA Denmark or the National ActionAid office, where the Advisor will be working. In few cases and for practical reasons, AA Denmark may be contracting the Advisor, even if the Advisor is hired by another ActionAid office. The Advisor contract will in these cases, be transformed into a tripartite agreement.

The contracting process is initiated by the contracting ActionAid office according to a standard set of guidelines to ensure transparency and fairness, which apply to all candidates internationally. As such, *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:

- The Advisor must provide a clean criminal record, if requested.
- The Advisor must provide a satisfactory health certificate, if requested.
- The hiring office must be able to ensure that a work permit can be obtained in the country of service.

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

In the event that the Advisor has been contracted but is unable to commence his/her work in the country of service due to delay of legal permit, the Advisor may be requested to commence working remotely. In that case the Advisor will receive the basic salary, pension, accommodation allowance and 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 Advisor contract will be considered as pending to start until the work permit status has been finalized. In this case, if the Advisor 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 Advisor will be entitled to one month's salary and pension.

2 REMUNERATION & DEPENDENTS

2.1. ACCOMPANIED/ UNACCOMPANIED STATUS

An Advisor 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, and education allowance to cover the immediate family, as defined below.

Accompanied posts will cover the Advisor, 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 Advisor, if the immediate family accompany him/her to the country of service. If the immediate family do not accompany the Advisor to the country of service, then all rights to relocation allowance, insurance, and education allowance are forfeited.

The immediate family will however be granted a plane ticket yearly to visit the Advisor in the country of service. The Advisor 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.

If a single Advisor enters into a relationship during the assignment period, the Advisor should inform the contracting office, if the Advisor's partner is to be insured and be eligible for the benefits of immediate family.

The job description and advert of the specific post will indicate whether the posting in question has an *accompanied* or *unaccompanied* status. If the Advisor 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 Advisor 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 Advisor to ensure that those accompanying the Advisor are adequately insured, at his/her own expense.

2.2. CO-ASSIGNED SPOUSES

If the Advisor and his/her spouse 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. It is the responsibility of the Advisor to disclose this information to the contracting authority. Failure to declare such benefits will be considered a disciplinary offence.

3. SALARY & ALLOWANCES

The salary and allowances are normally stated in Euros (EUR). A fixed exchange rate between Euros, British Pounds and US Dollars will be defined every year as per the People4Change Currency Policy in Annex 11. For more information, please see section 4. below).

The Advisor salary consists of the following components:

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

3.1. BASIC SALARY

The basic salaries follow an ActionAid Denmark salary scale for international placements and is set based on the position as Global Level Advisor or Country Level Advisor. Global Level Advisors are placed on “Abroad Grade B” and Country Level Advisors are placed on “Abroad Grade Local”. In 2020 that corresponds to a basic monthly salary of 3075 Euro for Global Level Advisors and 2437 Euro for Country Level Advisors. The placement in salary scale is set according to the responsibilities and competences associated with the position in question. It is not determined by the Advisor’s educational background or seniority, but in accordance with the demands of the position. 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 Advisor position.

Salary scale levels will be reviewed on an annual basis, and if funding allows, these salary scales may be adjusted for cost of living. ActionAid International and People4Change 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 Advisors will be notified in writing of any salary changes.

3.2. PENSION SUPPLEMENT

It is compulsory for Advisors to contribute a minimum of 3% of their basic salary towards a pension. At the same time, the employer will also contribute 10% towards a pension. For Advisors employed directly with ActionAid DK, AA Denmark will open a blocked bank account for the Advisor, and the entire amount including possible interests (defined by the concerned bank) will then be released to the Advisor at the end of the contract period. Advisors contracted with other ActionAid Offices than AA Denmark, may have different options depending on national laws.

3.3. HARDSHIP ALLOWANCE

This allowance is for Advisors 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. The Advisor will be entitled to 10% of the basic monthly salary as a hardship allowance. Please note that hardship country benefits follow the status of the country and are nullified immediately upon change of country status. The JD will indicate if the country is classified as a hardship country.

4. EXTRACT OF CURRENCY POLICY

4.1. CURRENCY

People4Change applies Euros as the primary currency for all contracting relations covered by this manual. In order to ensure transparency and easy resource planning for all parties, a fixed exchange rate has been established between Euros and British Pounds and between Euros and Dollars for all payments.

4.2. CURRENCY EXCHANGE GAINS AND LOSS

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

5. RELOCATION & BENEFITS RELATED TO PLACEMENT

5.1. RELOCATION SUPPORT AND ALLOWANCE

Advisors 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 Advisors and any dependents who accompany the Advisor.

A relocation allowance of 670 € for the Advisor and 335 € for each of his/her dependents will be provided, up to a maximum of 2,010 € in total. This allowance should be understood to support the costs of vaccinations, entry visas to the country of service, passport, international driver license and so forth.

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

5.2. FLIGHTS TO AND FROM PLACEMENT

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

The Advisor 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.

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.

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

5.3. RELOCATION DURING CONTRACT PERIOD

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

- Relocation Allowance:
An extra relocation allowance for Advisor and dependents is paid, and the Advisor will have the cost of temporary accommodation in the new country covered for the first 2 month as under normal relocation circumstances, while the Advisor seeks permanent accommodation.
- Travel expenses:
Ticket(s) for Advisor and dependents are provided on the same conditions than initial placement's conditions.

5.4. HOUSING ALLOWANCE

Advisors will receive a housing allowance based on a benchmark done by the ActionAid office in the country of service or based on ActionAid International's house allowance level. The procedure for benchmark and house allowance standards is defined by ActionAid DK and described in the "Housing Policy and Benchmarking"; People4Change's guiding housing level is set at the threshold level *for a single person*. The allowance can be adjusted based on benchmark updates every other year. The housing allowance is defined in Euros with a fixed exchange rate with British pounds and US Dollars as per the Exchange rate policy noted in section 4. The allowance should include expenses regarding appropriate security measures, if any. The housing allowance is set yearly by the 1st of January.

If a deposit is required, the Advisor may provide a request for an 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 Advisor is always obligated to repay the advance, if the Advisor contract is terminated prematurely and before the end of the rental contract period.

The Advisor 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.

5.5. FAMILY

Single parent Advisors with children up to the age of eighteen months are eligible to have the costs covered for child minder arrangements in the country of service. Should the Advisor choose to bring his/her own child minder, the contracting ActionAid office will support half of the travel costs for this person. The remainder costs will be met by the Advisor. The Advisor will then 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 Advisor.

5.6. EDUCATION ALLOWANCE

The Advisor will be provided an education allowance for up to three children, if they relocate to the country of service with the Advisor. The education allowance is a reimbursement of up to a global maximum of 4,200 € per child per annum of primary and secondary school fees. ActionAid International does not include nursery schools or kindergarten as a part of the education allowance.

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

1. Schools (whichever national or international schools) in the country of service are substantially below the usual standard in similar countries. By “usual standard”, it means the possibility to be prepared to access a higher study degree like access to university. The Advisor will be responsible for providing adequate documentation to claim that this is the case, e.g. international benchmarks, documentation showing that expatriates in the country of service do not place their children in any schools in the country of service.
2. The position changes from a family posting to a non-family posting. This change will be determined by People4Change based on information from the Ministry of Foreign Affairs of Denmark or the ActionAid International Global Security Advisor.

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

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

5.7. LIMITATIONS TO BENEFITS AND ALLOWANCES

Relocation allowance, housing allowance, education allowance and other benefits are limited to Advisor positions that are 1: explicitly announced as international positions and 2: filled by an expatriate. Advisors are not expatriates if they:

- Are citizens in the country of service
- Has been a resident in the country of service for 7 years or more

Further, in the event that an expatriate Advisor has worked in the capacity of People4Change Advisor in the same country for more than 6 years, the Advisor will at the start of his/her 7th contracted year, no longer be recognized as expatriate, and the terms and conditions in section 5.7. will apply.

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

The Advisor will be eligible to receive housing allowance at the level of their expected duty station for up to 6 months. If the Advisor has not relocated to a duty station abroad, the house allowance will fall away until the Advisor relocate to a duty station abroad. The Advisor will not be eligible to receive education and relocation allowance, as long as he/she resides at home. This rule applies to both global and country level Advisors.

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

5.8. LOCAL LANGUAGE TRAINING

The Advisor is only expected to be able communicate orally and in writing in the official working language and the Advisor is not entitled to local language training. Local language training may however be provided as per national ActionAid office policies and discretion.

5.9. 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 Advisor and his/her family. The Advisor will always be obligated to follow the instructions and decisions made by ActionAid in these cases.

5.10. SAFETY AND WELL-BEING

The well-being and safety of the Advisor during assignment is the mutual responsibility of the Advisor and the employer.

It is the **responsibility of contracting authority** to secure that:

- Salaries, allowances and benefits, as described in this manual, are paid to the Advisor,
- Insurance is secured and paid for the Advisor and his/her dependents,
- The Advisor is enrolled in an induction, which includes:
 - the working situation (line management, job description, dialogue between Advisor and ActionAid, including monitoring and reporting obligations),
 - Cultural dos and don'ts,
 - the security situation in the country, the national Contingency Plan and Security Standard Operational Procedures incl. items related to international employees.
 - Introduction to other P4C placements in the country of service
- Adequate written guidelines describing a number of practical issues and the approved national security plan is given to the Advisor.

It is the **responsibility of the Advisor**

- To complete induction 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 the contracting office's Security Focal Person and management.

The responsibility of the well-being and safety of the dependents posted in conjunction with the Advisor ultimately lies with the Advisor. The employers depend on the Advisor 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.

5.11. INSURANCE

ActionAid DK provides a group insurance policy for the Advisor and dependents accompanying the Advisor in the country of service. 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 Advisor and her/his dependents by ActionAid DK, the Advisor will receive the policy and full information by the insurance company. ActionAid DK strongly recommends the Advisor to download the insurance app on her/his smart phone.

5.12. SUPPORT DURING REPATRIATION

Repatriation is the process of providing the Advisor with support to return to his/her home or original place of residence, work or citizenship. At the end of the contract, the employer will provide a relocation under the same conditions as those the Advisor received upon arrival in the country of service.

The relocation allowance will only be released to the Advisor, when the Advisor's final reporting has been completed.

6 PAY & TAX

6.1. MONTHLY PAY AND DEADLINES

Salary and other allowances will be disbursed on a monthly basis in arrears.

The salary and other allowances will be transferred to a bank account specified by the Advisor. The Advisor is obliged to 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 Advisor'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 Advisor will bear the cost of eventual currency conversions from Euros.

It is strongly suggested that the Advisor 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 salary and all other allowances are calculated in Euros as per the Currency Policy noted in section 4.

Reimbursement of any documented expenses that employer is obligated to refund will be effected in accordance with the People4Change Currency policy and transferred to the above mentioned bank account.

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

6.2. ALLOWABLE DEDUCTIONS

The contracting office is authorized to make deductions from the Advisor's pay when:

- They are statutorily required,
- Any agreements are specified with the Advisor in writing,

- Any deductions are incurred due to unauthorized absence from work,
- A miscalculation has been made in previous pay,
- The Advisor leaves and owes the contracting office 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 Advisor leaves and holds assets belonging to ActionAid, and does not return them to ActionAid before leaving,
- A miscalculation in the monthly tax deduction.

6.3. TAX

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

Income tax is primarily the responsibility of the Advisor and the employer will not compensate the Advisor for any income tax liabilities. People4Change expects all Advisors to make prompt and regular payments to the income tax authorities as may be required by local national law. In some countries, it should be noted that income tax will include tax of the salary as well as most or all additional allowances.

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

7 WORKING HOURS & LEAVE

7.1. WORKING HOURS

The Advisor follows the rules regarding working hours and time registration to those indicated by the contracting organization responsible for the placement. There will be no additional payment for overtime work.

7.2. DEDICATED TIME FOR LEARNING

Advisors are expected to spend at around 5% of their time on learning activities and competence development. This will take place through network meetings, webinars and face-to face meetings/trainings provided by both People4Change, the hosting country office and by the International Secretariat. There is currently no funds available to apply for personalized competence development

7.3. ANNUAL LEAVE

7.3.1. CALCULATING ANNUAL LEAVE

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

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

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

7.3.2. THE RULES FOR LEAVE

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

All applications for leave must be made and agreed upon by the Advisor 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 Advisor 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.

7.3.3. CARRY-OVER OF LEAVE ENTITLEMENT

An Advisor 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.

7.3.4. WHAT HAPPENS IF THE ADVISOR BECOMES ILL WHILE ON LEAVE?

If an Advisor 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 Advisor, will be added to his/her annual leave entitlement by amending the leave record and getting it approved by the line manager.

7.3.5. ANNUAL LEAVE DURING NOTICE PERIOD

If an Advisor 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 Advisor 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.

7.3.6. PAID ANNUAL LEAVE ENTITLEMENT

Annual leave entitlements may not be commuted to their monetary value, except in cases where the Advisor 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.

7.3.7. POSTPONING LEAVE DAYS

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

7.4. COMPASSIONATE LEAVE

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

In the unfortunate event that an immediate relative (father, mother, grandparents or brothers and sisters) becomes seriously ill or dies while the Advisor is working for ActionAid, he/she will be provided with up to 15 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 Advisor's own expense.

Paid compassionate leave would not be expected to be in excess of a total of 15 working days in any 12-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 Advisor'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 the contracting office for final approval. Each case will be considered on its own merit.

7.5. HOME LEAVE

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

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

7.6. PUBLIC HOLIDAYS

Advisors 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 Advisor contract.

7.7. SICK LEAVE

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

If an Advisor 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.

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

7.8. REST AND RECUPERATION LEAVE (R&R)

As well as the standard holiday entitlement, ActionAid will provide an Advisor 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 Advisor to take an additional leave period of five working days every three months for rest and recuperation together with an allowance of € 1275 for each R&R leave, to be used as he/she deems suitable. If the Advisor 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.

If an Advisor chooses to combine R&R and annual leave, the maximum of 3 weeks (15 working days) of leave being taken at one time will still apply; i.e. he/she can combine 5 days R&R and 10 days' annual leave, except under exceptional circumstances.

7.9. MATERNITY, PATERNITY AND ADOPTION LEAVE POLICIES

7.9.1. MATERNITY LEAVE

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

The maternity leave can commence at any time from 4 weeks before the expected date of birth, or on a date specified by a medical practitioner as being necessary for the Advisor'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 Advisor will continue to receive and accrue any contractual benefits she would normally receive if she were at work.

7.9.2. TIME OFF WORK FOR ANTENATAL CARE

Advisors are entitled to paid time off to attend antenatal 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.

7.9.3. MISCARRIAGE

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

7.9.4. PATERNITY LEAVE

As a co-parent the Advisor is entitled to take up to 15 days paid paternity leave. If the Advisor would like to take additional unpaid leave; this will be at the discretion of the line manager.

The Advisor may be requested to produce a certificate from the 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 Advisor will continue to receive and accrue any contractual benefits he would normally receive if the Advisor was at work, during paternity leave.

7.9.5. ADOPTION LEAVE

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

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

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

8 WHISTLE-BLOWING POLICY

People4Change views implementation of its programme to be at the national level. This means, that the Country Director of the ActionAid country that an Advisor is contracted with is the authority figure for the People4Change placements. Advisors are encouraged to report suspicious activities related to whistle-blowing elements to the Country Director. Is the matter related to the Country Director the Advisor can report anonymously through the following e-mail: whistleblowing@actionaid.org

9 CONFLICT MANAGEMENT

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.
2. A higher level is only involved when the lower level cannot solve the conflict at their own level.

9.1. CONFLICTS AT THE NATIONAL LEVEL

This includes conflicts related to the interpretation of the rules laid down in the Advisor Terms and Conditions.

Conflicts between the Advisor and the country office should be solved between the parties involved. If this fails, the national HROD manager should mediate. If this fails, the ActionAid Country Director should mediate and finally conclude the conflict.

The mediation should be based on documented inputs from both parties.

If the Advisor and the Country Director cannot come to an agreement, then they can jointly present the problem in writing to People4Change for their mediation and final conclusion.

9.2. CONFLICTS AT THE INTERNATIONAL LEVEL

This includes conflicts related to the interpretation of the rules laid down in the Advisor Terms and Conditions.

Conflicts between the Advisor and People4Change should be solved between the parties involved, with the option of involving the head of HROD in AA Denmark or the Secretary General as a mediator.

If the Advisor and the Head of HROD or the Secretary General cannot come to an agreement, then they can jointly present the problem in writing to ActionAid International HROD for their mediation and final conclusion.

Any disputes or claims arising in relation to the contract that are not solved through consultations between the Advisor 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 Advisor can choose which of the two options – arbitration or civil action - will be used.

10 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.

10.1. TERMINATION

The contracting office is entitled to terminate the Advisor 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 Advisor fails to fulfil the tasks indicated in his/her job description; if the Advisor lacks support from the partner organization; if the Advisor fails to observe national laws, policies and rules (including those of national ActionAid); if the Advisor refuse to follow management's direction.
- If the placement for the Advisor is no longer available.
- The political situation in the country or other circumstances affecting the security or the working situation negatively for the Advisor.
- Failure to obtain proper legal work permit in country of service
- Changes in the Advisor's health or personal situation.

In order to utilize the poor performance justification, it is the responsibility of the national ActionAid Director or Global Program Authority figure 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 Advisor, a description of expected changes is given and indicator for that as well as deadline for changes is given.
- A Hearing of the Advisor is carried through.
- Minutes of the meeting shall be available and distributed to the Advisor and to the contracting authority.
- Statement of changes or no-changes at deadline date. If the Advisor does not meet the expectations described in the plan by the deadline, ActionAid will dismiss the Advisor 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)

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

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

In cases where the Advisor gives notice within the first 6 months of the contract, the benefits related to the end of contract, i.e. the homeward ticket, relocation, 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.

Under all circumstances related to termination, it is the responsibility of the ActionAid office to have all formal documents related to termination in place that clearly outline the notice period and the rationale for termination or resignation of the Advisor.

10.2. DISMISSAL

An Advisor can be dismissed without notice, in cases of gross misconduct. Dismissal offences include areas such as sexual harassment, exploitation of vulnerable people through e.g., prostitution, child abuse, theft, unauthorized absence from work, fraud and/or embezzlement of organizational funds, breach of laws and policies, and behaviors that threaten ActionAid's 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.

The Country Director or global Program authority figure should present and document cases where an Advisor consistently acts in ways that contradict ActionAid's values, attitudes and behaviors directly to ActionAid DK for immediate action.