

TERMS AND CONDITIONS

JANUARY 2013

Terms and Conditions for Delegates on Short Term Missions

International Partner, Disaster
Management and Shared Service, HR

RedCross.dk

CONTENT

1	Introduction	4
2	Remuneration	5
	2.1 Basic Salary	5
	2.2 DRC Allowance	5
	2.3 Pension	6
	2.4 Payment of Salary	6
	2.5 Taxation	6

3	Working conditions	7
	3.1 Length of Contract	7
	3.2 Accompanying family	7
	3.3 Health	7
	3.4 Insurance	8
	3.5 Working hours	8
	3.6 Official travel	8
	3.7 Annual leave and DRC Leave	9
	3.8 Public holidays	9
	3.9 Rest and relaxation	9
	3.10 Compassionate leave	9
	3.11 Maternity and paternity leave	10

4	Entitlements	10
	4.1 Mission Substance Allowance (MSA) and ICRC allowance	10
	4.2 Accommodation	11

5	Contractual obligations	11
	5.1 Legal status	11
	5.2 Legal powers in contractual matters	11
	5.3 Confidentiality	11
	5.4 Obligation to return material	11

5.5 Code/Rules of Conduct 12

5.6 Security 12

5.7 Conflict of interest 12

5.8 Private visits at the duty station 12

5.9 Termination of contract 12

6 Appendix 13

6.1 Contacts Vaccination and Psychologist..... 13

1 INTRODUCTION

The "Terms and Conditions for Short Term Missions" and the related appendixes describes the conditions of employment for delegates deployed by Danish Red Cross (DRC) for missions of less than six months; i.e. delegates deployed on missions for the International Federation of Red Cross and Red Crescent (IFRC) and the International Committee of the Red Cross (ICRC) as well as delegates deployed on bilateral missions. Please note that some terms and conditions only apply for some delegates according to the organisational affiliation.

The Terms and Conditions is part of the contract of employment entered under Danish Law by the delegate and DRC, hereunder the Employers and Salaried Employees Act. All questions related to the interpretation of the Terms and Conditions should be directed to the DRC management or Human Resources at DRC (DRC HR). Furthermore, delegates are obliged to follow the rules stipulated in the Code of Conduct (DRC and IFRC) and Rules of Conduct (ICRC).

It is the responsibility of delegates to familiarise themselves with the elements of the Terms and Conditions which apply to their contract. During the contractual period delegates are obliged to notify DRC HR in writing of any significant changes that may in any way affect the entitlement to salary, allowances or reimbursements. Should the delegate neglect to notify DRC HR of such changes any overpayment will be deducted from the delegate's forthcoming salary payment. Wilful neglect of the duty to notify DRC HR of such changes will be considered as gross misconduct and will entitle DRC to terminate the employment contract.

Local conditions and circumstances may necessitate changes in the agreed upon terms and conditions for the mission; for instance changes in the security situation may not allow that the delegate stay at the duty station. Should the delegate be in disagreement with such changes the delegate may choose to terminate the contract in accordance with the rules for termination of contract (chapter 5.9).

The present "Terms and Conditions for delegates on Short Term Missions" takes effect as of 1 July 2012.

2 REMUNERATION

The remuneration package for short term delegates is a combination of a basic salary and allowances.

2.1 Basic Salary

The basic salary is based on the salary scale of the Danish Ministry of Finance. The salary scale is regulated in accordance with the Danish State agreement on regulation of salary.

To determine the level of basic salary the position is analysed in terms of needed experience and required competencies to fill the position during the recruitment phase. Based on the analysis the position is classified as delegate, senior delegate, manager or senior manager. For each classification one or two grades is possible.

Classification	Delegate	Senior Delegate	Manager	Senior Manager
Minimum competencies required	Solid knowledge and proven capacity	Expert knowledge or solid knowledge in more than one field and a recognised capacity	Solid leadership experience	Significant experience and proven capacity within leadership
Salary scale	Grade 32 or 38	Grade 44	Grade 47	Grade 49

The basic salary scale is listed in the Salary Scale for Delegates on Short Term Missions.

The basic salary level of a delegate will be reviewed for new missions or if any of the elements determining the remuneration is changed significantly. Changes in basic salary will take effect when entering a new contract or extending an existing contract.

If a mission is extended beyond six months the Terms and Conditions for Delegates on Long Term Missions take effect, and the contract is changed accordingly.

As part of the remuneration package short terms delegates will furthermore receive a Mission Substance Allowance or ICRC allowance. For further information please see chapter 4.1

2.2 DRC Allowance

The nature of the job as a delegate is such that it is not possible to define normal working hours as a consistent amount of hours and days over a period of time, as these may vary according to changes in context and tasks. The DRC allowance is therefore pre-payment for the added amount of hours that may be necessary to fulfil the tasks of the position and for the delegate's availability at odd hours and weekends.

For short term missions the allowance is 40 % of the basic salary.

The DRC allowance does not generate pension allowance.

2.3 Pension

All delegates are entitled to a standard monthly pension contribution to a pension scheme. DRC pays a contribution set at a fixed rate of 17.1 % of the basic salary. The pension will be transferred concurrently with the monthly salary payment.

Should the delegate wish to make an additional contribution to the pension payment, an agreement can be made with DRC HR for a regular monthly payment which will be deducted from the salary.

Delegates without a Danish Civil Registration number (cpr. no) and therefore unable to open a pension scheme in Denmark, and who do not have a recognised annuity pension scheme elsewhere, will be entitled to a transferral of the monthly pension allowance to their account.

For advice on pension issues or to create a new pension scheme please contact the DRC pension advisor AonHewitt. Contact information may be requested from DRC HR.

2.4 Payment of Salary

The salary is transferred to the delegate's account on the last Danish banking day of the month. The cost of transfer of salary to a bank outside Denmark will be deducted from the delegate's salary. DRC cannot guarantee the date of arrival of the transfer to foreign bank accounts.

2.5 Taxation

Delegates are personally responsible for clarifying their taxable status and obligations in Denmark as well as other countries than Denmark directly with the local authorities. DRC bears no responsibility for non-payment of taxes by DRC delegates in other countries than Denmark.

Danish residents must ensure that an exemption for payment of taxes from the Danish tax authorities is forwarded to DRC HR as soon as possible prior to deployment.

The Danish tax regulations for residents working abroad are quite complex. Delegates seeking advice on taxation should contact the tax authorities in Denmark.

As a rule non-Danish residents employed as delegate by DRC are not tax liable in Denmark. However, it is the responsibility of the delegate to clarify the issue with the Danish authorities.

3 WORKING CONDITIONS

3.1 Length of Contract

For **multilateral delegates** the length of contract for IFRC and ICRC is determined by the organisation together with DRC. Contracts are extended if and when requested by the organisation and if in agreement with DRC's strategic priorities and within our financial means.

For **bilateral delegates** on short term missions the length of contract and a possible extension is determined by the current need of the programme, the funding situation as well as the profile of the delegate.

3.2 Accompanying family

It is not possible for delegates on short term missions to be accompanied by their families.

3.3 Health

The job of a delegate is demanding both physically and mentally, due to the climate, security situation and high demands. Therefore delegates must be medically cleared before deployment. To do so delegates must submit a certificate of health to the insurance company Tryg prior to being contracted. Tryg may request that one or more medical examinations take place.

It is the delegate's own responsibility to ensure that the vaccinations required for the mission are up to date before departure. Medical examinations and vaccinations should as far as possible take place at the Department of Infectious Diseases at Rigshospitalet (Copenhagen University Hospital). For contact information see appendix 6.1. For non-Danish residents appointments for vaccination will be made by DRC HR to take place in connection with briefing. If a delegate does not come for briefing in Copenhagen prior to deployment the delegate must arrange for the vaccinations at the place of departure. All expenses in connection with medical examination, prescribed medicine and vaccinations are covered by DRC

Delegates coming to Copenhagen for briefing are provided with a basic first aid kit and malaria prophylaxis. Unused medicine must be returned at the debriefing at DRC and should never be left at the duty station. Should delegates need to buy prescribed malaria prophylaxis themselves the expenses will be refunded by Tryg.

If a medical problem occur while on mission and the delegate has no access to a doctor or if in doubt of the medical advice given the delegate should contact Tryg. If a second opinion is needed the delegate may contact Dr. Soeren Thybo, specialist at the Department of Infectious Diseases by phone (see appendix 6.2). In case of a medical evacuation during the mission the delegate must be medically cleared before being posted again.

At the end of mission all delegates coming for debriefing in Copenhagen are offered a medical examination at the Department of Infectious Diseases. Delegates that are not coming to Copenhagen for debriefing may choose to have a medical examination done by their own medical practitioner, in which case DRC will refund the expenses.

During mission all medical expenses will be refunded through the insurance company. For further information on the insurance please see chapter 3.4 below.

Delegates exposed to stressful situations during the assignment are welcome to contact psychologist Ruth Hald for debriefing and psychological support. Please see appendix 6.1 for contact information. At the end of mission all delegates residing in Denmark will be contacted by Ruth Hald for a debriefing. Further consultations may be arranged if needed. For non-Danish delegates psychological debriefing may be arranged during the debriefing in Copenhagen. Otherwise non-Danish delegates are welcome to contact a psychologist of their own choice and the expenses will be refunded. If more than one session is required it has to be approved by DRC HR.

3.4 Insurance

All delegates are insured through the insurance company Tryg based in Denmark. The insurance covers the delegate for the entire mission, except for periods of unpaid leave.

The insurance covers luggage, sickness and repatriation, catastrophe, accidents, robbery and assault, HIV/Aids, disablement, life insurance, household removal and private liability. A detailed description of the insurance conditions and coverage may be found in the Insurance Terms and Conditions for delegates working for Danish Red Cross -TRYG.

Delegates living in furnished housing having bought additional household affects that are not the property of the Red Cross will need to insure those affects themselves. Additional insurance coverage may be agreed with Tryg at the delegate's own expense.

All insurance claims must be forwarded to Tryg directly. Contact information can be found in the above mentioned Insurance Terms and Conditions.

3.5 Working hours

Due to the nature of the work overtime should be expected. Overtime cannot be converted to time off nor will DRC provide overtime payment, as overtime is pre-paid by the DRC allowance (see chapter 2.2.).

3.6 Official travel

DRC covers a return ticket from the delegate's country of residence to the country of mission including briefing elsewhere when relevant. The delegate's travel expenses in connection with briefing and debriefing in Denmark will be reimbursed by DRC HR. Expenses in connection with briefing and debriefing in Geneva will be reimbursed by IFRC/ICRC.

All flights paid by DRC must be by the most economic route available and tickets should be booked according to special rates and discount fares – in Denmark as well as in the country of mission. If a delegate for personal reasons wishes to change the routing or class of a ticket the immediate manager or DRC HR must approve the change. Any extra cost related to the change will be paid by the delegate.

Any unused part of tickets paid by DRC must be returned to DRC for refund. In case of extension of the contract it is the responsibility of the delegate to make sure the ticket is changed in due time to the new date of return. If it cannot be changed at the place of mission DRC HR will change the ticket upon request.

For questions related to per diem for **bilateral delegates** during official travels please see chapter 4.1

3.7 Annual leave and DRC Leave

Delegates are entitled to 2.08 annual leave days per month equal to five weeks of annual leave per year. In addition to the five weeks you earn 10 DRC leave days / two weeks corresponding to 0.84 days with every month of employment.

Further information on the annual leave entitlement can be found in the procedures on administration of annual leave.

3.8 Public holidays

DRC delegates are entitled to take a maximum of 11 public holidays per calendar year.

Multilateral delegates will follow the public holidays as decided upon by the delegation in the country of mission. If the amount of days exceed a total of 11 days per calendar year the remaining days taken must be deducted from the delegate's annual leave account.

For **bilateral delegates** the Head of Region (HoR) decides which public holidays will be adhered to in the country of mission. If the in-country amount of public holidays exceeds 11 days some public holidays will be considered as working days. If the office is closed the delegate will be asked to work at home.

3.9 Rest and relaxation

Delegates working under very unstable circumstances and heavy workload can be authorised as compensation by the authorised manager to take "Rest and relaxation" (R&R), which are days off away from the duty station in a designated place paid by the Red Cross.

For **multilateral delegates** the rules for R&R in the country of mission in question are laid down by the ICRC or IFRC Headquarters in Geneva; i.e. the number of days off, the frequency of R&R as well as the level of expenses refunded.

DRC decides from case to case whether an R&R entitlement in a given duty station will apply for **bilateral delegates**. In duty stations where neither IFRC nor ICRC is present DRC may decide to implement R&R if the in-country situation warrants it. In each case the length, place, frequency and expenses will be determined by DRC. Annual leave days may if possible be taken in connection with R&R. R&R is considered official travel and as such follows the rules for per diem for official travel (see chapter 4.1).

3.10 Compassionate leave

Upon request the flight tickets for the delegate will be paid in connection with serious illness or death of a close relative; i.e. spouse, children, siblings or parents.

During the compassionate leave the delegate will receive his or her salary up to seven days plus travel days. Should the compassionate leave extend beyond seven days plus travel days the remaining days will be deducted from the delegate's annual leave days.

Compassionate leave will be given once in connection with a close relative's serious illness or death.

3.11 Maternity and paternity leave

Delegates are required to notify their immediate manager and DRC of pregnancy or intended adoption no later than three months before expected delivery or date the adopted child is expected to join the delegate's household. In terms of pregnancy the delegate should well in advance contact Tryg to agree on place of delivery.

Female delegates are entitled to 6 weeks' paid leave prior to giving birth and 14 weeks' paid leave after giving birth within the contractual period.

Male delegates are entitled to a total of 4 weeks' of paid leave after the birth within the contractual period.

Delegates are entitled to unpaid parents' leave in connection with the maternity or paternity. In total a female delegate is entitled to 6+14+32 weeks of leave, of which 6+14 are with full pay. A male delegate is entitled to 4+32 weeks leave, of which 4 weeks are with full pay. A delegate on unpaid leave may continue to reside in the housing provided by DRC, but DRC will only pay the rent and utility expenses for the first month. Delegates seconded to ICRC/IFRC must follow the rules of the organisation regarding housing while on unpaid leave.

Adopting parents have the same leave entitlement as listed above, except for the 6 weeks paid leave before birth.

4 ENTITLEMENTS

4.1 Mission Substance Allowance (MSA) and ICRC allowance

Short term delegates will as part of the remuneration package receive MSA (IFRC and bilateral delegates) or an ICRC allowance (ICRC delegates),

The rate of MSA is 55 CHF, 65 CHF or 75 CHF per day depending on the country of mission. The ICRC allowance is 2000 CHF per month. The rates may be regulated by IFRC or ICRC.

Multilateral delegates will be paid the allowance by IFRC or ICRC, whereas bilateral delegates will be paid the allowance by DRC.

Bilateral delegates on short term mission receiving MSA are not entitled to per diem while on official travel *outside the country of mission* or to refund of expenses for meals *while on mission within the country of mission*.

4.2 Accommodation

Accommodation while on mission is made available by the Red Cross. The type of accommodation depends on the internal rules of the organisation that the delegate is deployed for as well as the situation in the country of mission. For short term missions accommodation is always furnished and often shared.

The Red Cross pays the utility expenses.

5 CONTRACTUAL OBLIGATIONS

5.1 Legal status

All Red Cross delegates are bound by international and national law in the country of mission as well as internal Red Cross rules and regulations while on mission for DRC. It is the responsibility of the delegate to inform him or herself of the rules and rights that apply for the Red Cross in the country of mission and that they are strictly obeyed. Failure to do so may lead to violation of these and could ultimately lead to termination of the delegate's employment contract or legal action against the delegate.

If a delegate advertently violates any international or national law the Red Cross cannot offer legal assistance in any legal action taken against the.

5.2 Legal powers in contractual matters

The delegate may not enter into binding legal agreements on behalf of DRC, the programme or the project unless the power of decision for this is stated in the terms of reference or job description or by other written authorisation from DRC, IFRC or ICRC.

5.3 Confidentiality

It is the obligation of the delegate to keep confidential any information acquired in pursuance of his/her professional or official capacity, or which by statute or other applicable provision has been designated as confidential, or which is classified in other ways, or the disclosure of which would cause significant damage to public or private interests. The duty of confidentiality continues to apply after the termination of the employment contract.

5.4 Obligation to return material

Return of case files, documents, books and other official material including software, PC, mobile, etc., which the delegate may have received during the mission, shall take place according to agreement with DRC or the organisation responsible for the programme or project.

5.5 Code/Rules of Conduct

Delegates must sign the Red Cross Code of Conduct (DRC and IFRC delegates) before deployment. Delegates seconded to ICRC will sign the ICRC Rules of Conduct. The Code/Rules of Conduct is an integral part of the employment contract and the delegate is obliged to familiarize him/herself with the content and is bound to follow the code. Failure to follow the code by the delegate may lead to termination of the delegate's contract.

In accordance with the Code/Rules of Conduct no form of gifts or goods may be given or received if such transactions can be mistaken for illegal or corrupt conduct.

5.6 Security

All delegates must be knowledgeable of the security set-up for the country of mission. It is the responsibility of the immediate manager to brief the delegate of the security regulations at the duty station and to ensure that the delegate is included in the local security management set-up. Serious breaches of the security guidelines by the delegate will be considered as gross misconduct and may lead to the termination of the delegate's employment contract.

As an extra safety precaution all delegates should register at their own embassy, consulate or other present authorities in the country of mission and keep them informed of the duration of the mission. All registered Danes will be included in the evacuation plan of the Danish Embassy. However, the delegate is obliged to follow the instructions given by the Red Cross in case of a possible evacuation.

5.7 Conflict of interest

To avoid any conflict of interest a delegate may not enter into any other employment or pursue private business interest during the contract period, without prior written consent from DRC HR. Also, any official written documentation concerning the Red Cross must be approved by the immediate manager or other authorized person before being shared with the public.

5.8 Private visits at the duty station

When circumstances permit, the delegate may receive private visits by family and friends, provided that the immediate manager has approved the visit, and that the visit does not entail no additional costs or inconvenience for the Red Cross. Visitors should only occupy the off-duty time of the delegate, and visitors are not permitted to take part in any Red Cross activities.

It is the responsibility of the delegate to ensure that all visitors adhere to the law as well as the Red Cross rules and regulations of the country of mission; and that the visitors are familiarized with and follows the security regulations of the Red Cross.

5.9 Termination of contract

The contract between DRC and a delegate may be terminated by either of the parties after prior written notice has been given in accordance with the rules mentioned below:

Termination on the part of the delegate is subject to one month's written notice submitted to DRC HR to the end of the month; i.e. notice must be given no later than the last day of the month to terminate the contract on the last day of the following month. When notice is given earlier during the month the contract will still be terminated at the last day of the following month.

Termination on the part of DRC is subject to a written notice submitted to the delegate to the end of the month. For delegates on Short Term Missions one month notice must be given by DRC before the end of the 5 month of the contract.

6 APPENDIX

6.1 Contacts Vaccination and Psychologist

Vaccination and medical examinations: Rigshospitalet (Copenhagen University Hospital)
Department M (Infectious Diseases), Vaccination clinic
Stairway 51, 1st floor
Blegdamsvej 9, 2100 Copenhagen

Appointments: +45 35 37 35 07

Phone contact while on mission: Dr. Soeren Thybo, Specialist in Infectious Diseases,
Tropical Medicine & Internal Medicine
During day time (GMT+1): +45 35 45 14 98
Outside normal working hours: +45 35 45 51 12
Emergency: +45 35 45 16 88

Psychological assistance: Ruth Madvig Hald
Authorized Psychologist
Kvæsthusgade 1, 1.
1251 København K
+45. 27 11 44 91
ruthhald@mail.dk