



**Terms of Employment for Stand-by Roster Deployees
(hereafter "the Deployee")**

assigned by

**the Danish Refugee Council (Dansk Flygtningehjælp),
Borgergade 10, 1300 Copenhagen, Denmark (hereafter "DRC")**

These terms of employment are meant to ensure that;

- DRC meets the requirements and interests of authorities, donors and Deployees in regard to employment and salary terms suitable to a humanitarian organisation.
- All DRC Deployees are employed under the same set of terms.
- When on assignment, DRC Deployees benefit from transparency and uniformity in terms of their rights and obligations.
- The terms are administered without use of unnecessary resources.

1. Applicability and general terms of employment

- 1.1 These terms apply as of September 1st, 2012 with the exception of art. 11.1 to 11.6 regarding holiday. These apply as of January 1st, 2013. From September 1st, 2012 to December 31st, 2012, art 11 in the previously applicable Terms of Employment for Expatriates, Oct. 2007 apply.
- 1.2 These terms of employment apply to all Deployees who through DRC are deployed to a UN partner agency, on condition that the Deployee is working outside his / her country of origin and outside Denmark. They apply regardless of the duration of assignment, and regardless of how and by which donor the assignment is financed.
- 1.3 Prior to the assignment the Deployee receives and signs an individual employment contract which forms part of the terms of employment.
- 1.4 Furthermore, prior to the assignment the Deployee receives a copy of the DRC Code of Conduct (cf. Appendix 1). The Code of Conduct forms part of the terms of employment. It is an appendix to and signed as part of the employment contract. Prior to the assignment, deployees employed under the DRC RSD Stand-by Roster furthermore receives a copy of the UNHCR Code of Conduct to sign.

- 1.5 The Deployee also receives and signs an UN undertaking regarding his / her function. This document forms part of the terms of employment.
- 1.6 The employment is, unless otherwise stated in provisions in the individual contract of employment or in these Terms of Employment for Stand-by Roster Deployees or unless local mandatory legislation dictates otherwise, governed by Danish Law in general and by the Danish Law on the Legal Relationship between Employers and Salaried Employees (the Salaried Employees Act) in particular. The employment is not subject to the Danish Holiday Act.
- 1.7 All disputes arising out of or in connection with these terms of employment and associated individual contracts shall be heard and settled by the Courts of Denmark.
- 1.8 In the event of a contradiction between the provisions in the various regulations, the individual employment contract, these Terms of Employment for Stand-by Roster Deployees, the DRC Code of Conduct, a possible undertaking and the Danish Salaried Employees Act shall apply in the order of priority specified in this section.

2. Place of work

- 2.1 The Deployee is employed by DRC to be assigned to one of the UN partner agencies of the DRC Stand-by Roster. The Deployee's place of work is specified in the individual employment contract.
- 2.2 In the contract the Deployee's country of permanent residence is defined.

3. Employment category and terms of reference

- 3.1 Based upon the UN P-level in the Terms of Reference and the number/duration of previous deployments to UN through the DRC Stand-by Roster the Deployee is placed within one of the employment categories in Appendix 2.
- 3.2 The Deployee reports to the UN supervisor. For contractual and financial matters, the Deployee reports to the DRC Stand-by Roster team in Copenhagen.
- 3.3 By signing the individual employment contract, the Deployee agrees to undertake the tasks and responsibilities that are specified in the Terms of Reference, which the Deployee has received and accepted.

4. Working hours

- 4.1 The Deployee is employed full time (37 hours a week), but these 37 hours are only intended as a guide. Working hours are usually longer and often irregular depending on the assignment.
- 4.2 Working hours are scheduled in accordance with the UN supervisor of the Deployee.
- 4.3 The Deployee is not entitled to compensation and / or payment of overtime and /or compensatory time off. This also applies when travelling.

5. Duration of employment

- 5.1 The period of employment is specified in the Deployee's individual employment contract.
- 5.2 The first three months of employment are considered as a period of probation, during which either party may terminate the employment with a written notice of fourteen days.
- 5.3 The employment may be terminated by either party with a notice period as specified in the Danish Salaried Employees Act, see 5.4 and 5.5.
- 5.4 The Deployee may terminate the employment by giving one month's notice effective from the end of a month. The Deployee shall forward his / her written notice of termination to the DRC Stand-by Roster team in Copenhagen.
- 5.5 DRC may during the first six months' of continuous employment terminate the employment by giving one month's notice effective from the end of a month. The notice shall be given before the end of five months.

Upon continuous employment from six months to three years the notice is three months, and shall be given before the end of two years and nine months' of employment.

Upon continuous employment from three years to six years the notice is four months, and shall be given before the end of five years and eight months' of employment.

Upon continuous employment from six years to nine years the notice is five months, and shall be given before the end of eight years and seven months' of employment.

Hereafter the notice is six months.

- 5.6 Notice of termination shall be in writing, and shall state the grounds of termination.
- 5.7 In the event of a material breach of contract, the employment may be terminated by either party without notice.

6. Salary and payment

- 6.1 The Deployee is entitled to a gross salary from DRC. All salary and benefits specified in the Contract and in these terms are quoted as gross remuneration before tax.
- 6.2 The Deployee is entitled to a basic salary based on his / her employment category, see art 3.1, as specified in Appendix 2. The Deployee's basic salary is also specified in his / her individual employment contract.
- 6.3 The Deployee is entitled to a monthly per diem allowance covering boarding costs according to the rates specified in Appendix 2. Per Diem allowance is not payable during longer absence of 10 working days or more from the assignment, e.g. due leave without salary.
- 6.4 Remuneration for qualifications and experiences can only take place according to the salary scales in Appendix 2, and is based on previous experience from deployment through DRC Stand-by Roster. Other individual allowances cannot be negotiated.

- 6.5 The salary is paid in arrears on a monthly basis at the end of the month.
- 6.6 The salary is payable in Danish kroner.
- 6.7 The salary is paid into the Deployee's bank account. If the Deployee wishes his / her salary to be paid into a financial institution outside of Denmark, he / she shall cover any charges associated with the salary transfer.
- 6.8 Upon agreement with the DRC Stand-by Roster team in Copenhagen the Deployee may receive an advance to cover accommodation expenses. The advance must be settled against actual expenses accounted for, see art 8.6 and 9.1.

7. Pension

- 7.1 The Deployee is not entitled to a pension from DRC.
- 7.2 If the Deployee wishes to contribute to a pension scheme, the Deployee must himself / herself make the necessary arrangements with a pension fund.
- 7.3 For Deployees who are liable to pay taxes in Denmark, DRC is according to Danish legislation obliged to make payments to the ATP Lifelong Pension, and to the Labour Market Contributions (AMB). These amounts are deducted from the Deployee's salary, if the Deployee is liable to pay taxes in Denmark.

8. Reimbursement of expenses

- 8.1 DRC will pay the expenses for the outward flight for the Deployee on economy class at the beginning of the assignment.
- 8.2 DRC will pay the expenses for the return flight for the Deployee on economy class at the cease of the assignment.
- 8.3 If the Deployee is employed for 18 months or more, DRC will contribute to any other reasonable expenses related to the Deployee's outward journey and return journey, including moving household effects, up to a maximum as specified in Appendix 2. Any removal goods shall be sent via the cheapest possible means of transport, and the Deployee must obtain prior approval from DRC Stand-by Roster Team in Copenhagen.
- 8.4 Upon employment during six consecutive months, and provided that the employment at that time is scheduled to continue for at least another six months, the Deployee is entitled to one home-leave travel a year between the place of duty and home as defined in their contract, see art. 2.2 in these terms. DRC will pay the expenses for the return flight for the Deployee on economy class.
- 8.5 DRC covers necessary expenses relating to vaccinations, preventive medication and visas relevant to the assignment.
- 8.6 Upon prior agreement with the DRC Stand-by Roster Team, the Deployee may receive reimbursement for approved, necessary and appropriate expenses related to accommodation,

incurred during the course of his / her assignment (in accordance with article 9.1). The Deployee must provide proper documentation of the expenses (original receipts) before these can be reimbursed. Settlement of expenses shall take place every three months and no later than 1 month upon end of employment. Otherwise expenses will not be reimbursed by DRC.

- 8.7 The Deployee is compensated for all other daily boarding costs than described in section 8.6 through his / her per diem allowance see section 6.3, and is thus not entitled to per diem from DRC when travelling.
- 8.8 If the Deployee resigns from his / her contract of his / her own request or is dismissed due to breach of contract during the period of employment, the Deployee covers all expenses relating to his / her homeward journey.

9. Accommodation

- 9.1 DRC covers expenses related to a suitable accommodation for the Deployee based on local situation and standards. Furthermore, appropriate and ordinary expenses relating to electricity, water, heating, air conditioning, and, if necessary, to security guards are also covered by DRC. No additional accommodation-related expenses are covered.

10. Taxation

- 10.1 DRC does not undertake any responsibility in relation to the Deployee's tax status and tax liability. Neither does DRC undertake any responsibility in relation to fiscal consequences upon interruption or termination of the employment within the employment period. The Deployee shall himself / herself seek a clarification with the tax authorities prior to his / her assignment and its termination.
- 10.2 It is the responsibility of the Deployee to apply for tax exemption or for tax relief with the tax authorities. Upon request, DRC may assist by forwarding required papers or documentation to the authorities. In this context, DRC does not undertake any responsibility.

11. Holidays, public holidays and "Rest and Recuperation" (R&R)

- 11.1 The Deployee shall accrue holiday leave with salary at the rate of 2.08 days per month (25 days per year) provided that the Deployee is on contract and not when in between contracts.
- 11.2 The holiday leave may be taken only when accrued and shall be arranged with and approved by the supervisor in UN prior to the commencement of the holiday leave. Information should furthermore be provided to the DRC Stand-by Roster team in Copenhagen, prior to commencement of the holiday leave. Consideration must be given to the Deployee's tasks and colleagues.
- 11.3 In accordance with his / her supervisor in UN, the Deployee may take additional holiday leave without salary. Any leave taken must be reported to the DRC Stand-by Roster team in Copenhagen.
- 11.4 The Deployee may accumulate and carry forward up to a maximum of 20 days of holiday leave.
- 11.5 All accrued holiday leave shall be taken within the contract period, and cannot be

converted into salary. If the Deployee is on assignment for a short period of up to six months, the Deployee may not be able to take accrued holiday leave within the contract period. In this situation, or otherwise upon explicit written prior agreement with the DRC Stand-by Roster Team in Copenhagen, accrued and not taken holiday leave shall be converted into salary by the end of the contract period. If any accrued holiday leave is not taken during the contract period it should be reported to the DRC Stand-by Roster team in Copenhagen, to effectuate conversion into salary.

- 11.6 In exceptional circumstances, the Deployee may be granted advance holiday leave up to a maximum of 10 working days, provided that the employment period of the Deployee is expected to continue for a period beyond what is necessary to accrue the holiday leave.
- 11.7 The Deployee is entitled to a maximum of ten (10) public holidays during one year without deduction in salary or in allowances. The Deployee is entitled to public holidays according to the UN public holiday schedule in the country of employment. Thus, the Deployee may not automatically take other public holidays. Public Holidays not taken cannot be converted into salary.
- 11.8 Deployees working in extremely stressful areas may in accordance with UN Policy on Rest and Recuperation (R&R), be entitled to leave for R&R outside of the place of duty. R&R must be taken in accordance with UN guidelines in the duty station of employment. R&R is not holiday, and thus the Deployee stands at UNs disposal for work-related tasks when necessary or appropriate.

12. Sick leave

- 12.1 The Deployee's illness must be reported to the supervisor in UN. The Deployee is entitled to his / her salary during illness. Longer illness for more than 14 working days shall be reported to the DRC Stand-by Roster team in Copenhagen.

13. Insurance

- 13.1 The employment is conditional on DRC obtaining a medical insurance for the Deployee without essential reservations or extra premiums. The insurance covers usual expenses for treatment and doctors relating to acute illness that arise during assignment. DRC is not obliged to cover expenses in excess of this insurance. With the contract, the Deployee will receive the terms of insurance. DRC reserves the right to make changes in the terms of insurance as well as the amounts covered. DRC cannot be held responsible for changes made by the insurance company.
- 13.2 The Deployee is obliged to follow instructions issued by DRC and by the insurance company in relation to documentation, notification of an injury and treatment. The Deployee is required to submit to the insurance company information concerning his / her health, and to accept a health examination upon request. DRC covers expenses related to any required health examination.
- 13.3 The Deployee is covered by an occupational injury insurance and by a public liability insurance.

14. Pregnancy and childbirth

- 14.1 The Deployee (the mother) is entitled to leave with half her salary during 4 weeks prior to the expected date of birth and during 14 weeks upon the birth.
- 14.2 The Deployee (the father) is entitled to 2 weeks leave with full salary upon the birth.
- 14.3 The Deployee shall inform his / her manager about expected leave in accordance with section 14.1 and section 14.2 with a notice of at least 3 months.

15. Family and visits

- 15.1 Normally, deployments through DRC Stand-by Roster to UN agencies are non-family positions, and therefore The Deployee is on the assignment without his / her family. For reasons of security and insurance, in case of visits from family or friends, the Deployee shall prior to the visit seek approval with the UN supervisor.
- 15.2 In rare cases the position may be defined as a family position by DRC Stand-by Roster, In such cases DRC may decide to cover specified expenses related to the accompanying family.

16. Other occupation or conflict of interest

- 16.1 The Deployee is expected to work exclusively for the assigned UN partner agency during the employment. The Deployee may not undertake any other form of paid work or conduct business of any kind during the period of employment.
- 16.2 The Deployee shall inform his / her supervisor in UN as well as the DRC Stand-by Roster team in Copenhagen about any possible conflict of interest due to other activities that The Deployee might have or participate in.
- 16.3 Failure to observe sections 16.1 or 16.2 constitutes a material breach of the employment, cf. Section 5.8.

17. Security and Code of Conduct

- 17.1 Before deployment, the Deployee is informed of the UN security phase that applies for the duty station. Within 48 hours after arrival, The Deployee is briefed on and has accepted the security situation and safety regulations that apply to the assignment. The Deployee is obliged to observe all safety regulations established by the UN.
- 17.2 The Deployee is obliged to comply with the Code of Conduct of both DRC and the receiving UN agency; cf. Appendix 1.
- 17.3 Any breach of security and safety regulations or of the Code of Conduct is considered as a serious misconduct that will cause termination of the contract with or without notice depending on the gravity of the misconduct.

18. Professional secrecy and contact to the press

- 18.1 The Deployee shall observe secrecy with regard to any situation and any information that he / she becomes aware of in the course of his / her employment and which, due to the nature of

the issue, must be considered confidential. The obligation for professional secrecy does not cease by the end of the period of assignment.

- 18.2 The Deployee shall always consult with his / her supervisor in UN and the DRC Stand-by Roster team in Copenhagen before giving an interview to journalists from International media.

19 Debriefing

- 19.1 At the end of contract, a Debriefing Report, an End of Mission Report, and a Performance Evaluation Report shall be produced. A debriefing call with the DRC Stand-by Roster team in Copenhagen shall furthermore take place. The purpose is to provide an opportunity for personal and professional reflections on the employment and to provide constructive feedback to DRC and UN on programme, support systems, human resources, and any other topic that the Deployee finds relevant.

20. Confirmation of employment

- 20.1 DRC Stand-by Roster does not issue individual, written recommendations. However, on request, a confirmation of employment, documenting the Deployee's period of employment, position and salary, may be provided.

**Final version
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