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*March 2021*

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*General Agreement  
Between  
International Media Support (IMS)  
And  
IMS Staff Association*

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## Revision history

Version	Date	Name/Owner	Description
2016 – 2018	2016.09.05		
2018 – 2020	2018.11.01	GK	
2020 – 2022	2021.03.02	CSO / SAL	

## 1. About General Agreement

1. The General Agreement applies to all employees of International Media Support (IMS), who are members<sup>1</sup> of the IMS Staff Association. Only employees based at IMS HQ in Copenhagen, Denmark can currently be members.
2. The General Agreement does not apply to the members of the management group, as determined by IMS's organizational diagram.
3. IMS Staff Association negotiates the General agreement with IMS Senior Management. IMS Staff Association has the right to delegate the negotiation responsibilities to or include other, appropriate staff members in the negotiations.

## 2. Employment

1. Primary working place is IMS office, Nørregade 18, 1165 Copenhagen.
2. When recruiting new staff, the recruitment will be on a trial basis for three months as per the guidelines in the Salaried Employees Act.
3. When recruiting new staff, a contract between IMS and the employee will consist of:
  - a. Contract, defining the general terms of the recruitment; Salary, pension, work hours, expected travel days per year and general work areas.
  - b. Terms of Reference, defining the specific tasks, relating to the work areas of the position.
4. When areas are undefined, the recruitment follows the Danish Salaried Employees act.

## 3. Salary

1. The total salary in IMS of permanent staff consists of three things:
  - a. Basic salary defined by the salary level set by agreement between the state and the respective union of the employee<sup>2</sup>
  - b. A qualification supplement negotiated between IMS and the employee annually.
  - c. An availability supplement. The availability supplement is given on the understanding, that IMS work sometimes requires work outside normal office hours.
2. A supplement will be given to employees that have to travel to countries where the MFA warns against traveling to. Whether it is given as a recurring monthly supplement or as a daily rate for actual travel days will be negotiated in the individual contract of the employee.
3. It is the right of the employee to request an annual salary conversation with their people manager. If the employee requests it, a steward can participate in this meeting.
4. In connection with the annual budgeting IMS Management will allocate a lumpsum to be used to upgrade qualifications of individual staff members. This sum will be distributed by the Liaison committee.

## 4. Pension and Insurances

1. Pension:
  - a. The pension payment constitutes 17, 1 % of the total salary.

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<sup>1</sup> see 53 of STATUTES OF THE STAFF ASSOCIATION IN IMS

<sup>2</sup> The salary for IMS employees is calculated based on the different general agreements (GA): academic's GA, state GA, HK GA and Journalists' GA, depending on the educational background of the employee.

2. Insurance:
  - a. Possibilities for private health insurance for the whole organization based in Denmark will be explored by the Staff Association as part of this general agreement.
  - b. When travelling in severe or high-risk areas the employee is entitled to full "war-coverage" in the insurance. Severe or high-risk areas are determined by whether the Danish Ministry of Foreign Affairs, or relevant Foreign Ministry or the equivalent, warns against travelling to the planned areas.

## 5. Work hours

1. A full-time working week constitutes 37 hours per week.
2. An accumulation of hours exceeding the norm for the work week of the employee should be kept to a minimum.
3. Employees are entitled to 30 minutes lunch break, which is included in the overall working hours, as long as the employee is available for IMS.
4. All employees are expected to work in IMS' office between 09:30 and 15:30. Remaining hours are flexible and can take place in the office before 09:30 or after 15:30. As an exception, and after people manager acceptance, the employee can work from home<sup>3</sup>. The employee must notify team members and other relevant staff by mail of this.
5. Work and travel during the weekends and official Danish days off should be kept at minimum and only if required by a people/line manager. However, if work or travel must be done on weekends or official Danish days off, an employee shall be given compensatory time off at the rate of 1:1,3 based on the number of hours registered for those days, up to a maximum of 9 registered hours for weekdays and 10 registered hours per weekend day.
6. Duty travel – missions, seminars, meetings etc:
  - (1) Duty travel working hours where:
    - (a) the working hours are less than the daily norm, the employee shall register the exact number of hours worked.
    - (b) the working hours exceed the daily norm hours, but are less than 9/10 hours respectively, the employee shall register the exact number of hours worked.
    - (c) the working hours exceed the daily norm hours, and are more than 9/10 hours respectively, the employee shall register a maximum of 9/10 hours per work day.
  - (2) For days used travelling, where:
    - (a) the travel itself from airport or vehicle departure to arrival at destination (airport, hotel etc) is under 9/10 hours respectively, and the employee has not otherwise worked that day, the employee shall register the exact number of hours travelled.
    - (b) the travel itself from airport or vehicle departure to arrival at destination (airport, hotel etc) is 9/10 hours or more, the employee shall register 9/10 hours respectively.
  - (3) For days used travelling, where the employee has worked and travelled on the same day, where:
    - (a) the combined hours of the work and travel are less than 9/10 hours respectively, the employee shall register the exact number of hours used.
    - (b) the combined hours of the work and travel are 9/10 hours or more the employee shall register a maximum of 9/10 hours respectively.

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<sup>3</sup> As stipulated in the IMS Working from home policy

7. Hours accumulated either under 5.5. or 5.6. can only be used as time-off-in-lieu, they will not be paid out.
8. Accumulated hours must be executed before the end of the following quarter. For example, any hours accumulated within Q4 2021 must be executed in Q4 2021 or in Q1 2022, preferably by using full days. Execution of accumulated hours shall be agreed with the people manager, however, dispensation from the stated period for execution of accumulated hours can only be granted by senior management.

## **6. Travel**

1. When IMS employees are on duty travel IMS shall cover all reasonable and appropriate expenses for travel, participation, meals and accommodation relating to that.
2. IMS can cover these expenses in the following ways:
  - (a) paying directly for the expenses related to the duty travel OR reimbursing the employees for these expenses.
  - (b) paying per diems to the employee at the rate of “Staten” or relevant donor requirements OR reimbursing employees for expenses relating to meals and daily necessities within the same rates as for per diems.
3. Travel expense report accompanied with the receipts must be submitted for all duty travel as documentation for reimbursement and must be in accordance with IMS Travel Guidelines.

## **7. Holidays**

1. The employee is entitled to holiday leave in accordance with the provisions of the Danish Holidays with Pay Act (5 weeks per year). Upon vacating the position of employment, holiday payments will be made in accordance with existing Danish legislation.
2. The special holiday supplement provided for in the Holidays with Pay Act will be paid at the rate of 1,5% of the salary.
3. The 5th holiday week can be transferred to the following year by agreement between the employee and people manager. The limit is 5 days accumulated holiday per year.

## **8. Special leave days**

1. Special holiday leave.
  - a. The employee is also entitled to 5-days of special holidays, according to collective agreement between the Ministry of Finance and the Danish Confederation of Professional Associations.
2. Special days
  - a. The employee is entitled to 1 day of paid leave in connection with:
    - (i) Funeral in the family of the employee
    - (ii) Moving
    - (iii) Employee's own wedding
    - (iv) Child's 1st day in a new day-care institution (kindergarten, school)

## **9. Employee Development Interview and Mid-career training and skills development**

1. Employee Development Interview (EDI)

- a. EDI should be conducted every year and should ensure the employee's professional and personal development within the organization.
- b. The organization is obliged to follow up on the action plan and implement it within the next 12 months.
- c. As part of the EDI it is required by the employee and the people manager jointly to assess the needs and options for Mid-career training and skills development

## **10. Sickness, Maternity/Paternity leaves, Care days and Children sick days.**

1. Sickness
  - a. If an employee is absent from work, due to sickness, he / she shall as soon as possible inform IMS.
  - b. If an employee is sick for more than 3 days, IMS may require medical documents for the absence.
  - c. During the sick leave, the employee has the right to full salary and any other fixed and / or variable supplements.
  - d. Employee has the right to be granted necessary time off to visit a doctor, to get a medical help and for dental visits.
2. The rules for the following 5 areas follow Danish Legislation for each area and are described in the IMS HR Policy accessible on Wire.
  - a. Maternity/paternity leave
  - b. Parental Leave
  - c. Care days
  - d. Adoptive parent's rights
  - e. Children sick days

## **11. Cooperation Agreements (safety representatives, steward etc.)**

1. Liaison committee (Samarbejdsudvalg)
  - a. All major decisions regarding working conditions for the employees will be discussed in the Liaison Committee, which meet regularly quarterly and also ad hoc in case of major changes.
  - b. The Liaison Committee will consist of an equal number of representatives from the employer and the employees.
2. Safety Representatives
  - a. According to the Danish Labour law, the IMS Employee Association employees appoint one person to be safety representative and one to be a substitute. The safety representative has the right to use ten percent of a full-time position on work in this capacity.
3. Working Environment
  - a. A yearly evaluation of working environment (Arbejdspladsvurdering) will be conducted with a baseline and performances by management as well as working environment so it is possible to measure progress.
  - b. A Stress consultant can be hired on a contract basis.
4. Steward
  - a. Two Stewards will be appointed by the JMS Employee Association.

- b. The Steward is protected by the "Steward-rights" which prevents IMS management from terminating the contract of the Steward unless the reasons have been found strong enough by the Liaison committee.
  - c. The employee has the right to have a Steward present at contract negotiations between the management and employees.
  - d. The Steward(s) are entitled to negotiate the General agreement on behalf of the employee association.
  - e. The two stewards are entitled to spend a total of ten percent of a full-time position shared between them to work in this capacity.
5. Board membership.
- a. IMS Employee Association is entitled to one seat of participatory status in the board of IMS.

## 12. Duration of agreement

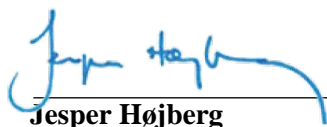
1. This agreement comes into effect as of the date of signature by both parties, and it will expire on November 1<sup>st</sup>, 2022.
2. The parties agree to re-open negotiations for a replacement General Agreement at least six months prior to the expiry of this General Agreement.
3. If public debates or donor requirements regarding working conditions occur within the sector prompting a need to revisit working conditions IMS management may request for a re-negotiation of terms at an earlier stage than otherwise stipulated in Article 12.

## 13. Settlement of disputes

1. If any dispute arises relating to the implementation or interpretation of this agreement, the parties shall seek to reach an amicable solution.
2. Any dispute that cannot be solved amicably shall be settled according to Danish laws and regulations and shall be settled at IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

This agreement replaces the previous agreement of

Date: 26.03.2021



**Jesper Højberg**

Executive Director, IMS

Date: 7 April 2021



**Emilie Lehmann-Jacobsen**

Chair, IMS Staff Association