



Darfur International Socio Development Agency DISA

REGULATION FOR NATIONAL STAFF Applicable to CONTRACTS of EMPLOYMENT

1. Introduction

All DISA national staff shall have a contract, according to the duration of the projects funding. This Regulation applies to all the DISA Contracts of Employment. This Regulation applies to Contracts of Employment, i.e. for working relationship with employees, employed for a continuous period of time and with tasks linked both to the organisation and the projects.

This document establishes rights and duties of the Employer and the Employee and is an integral part of the Contract of Employment.

If the country of operation has enforced a Labour Law (as in Sudan with the 1997 Act), its provisions supersedes this Regulation for all issues foreseen by the Law. DISA is committed to the respect of the terms and conditions of the national law of the country of operation and the Head of Mission is responsible to align this Regulation with the existing law.

2. Contractual matters and discrimination

The job title and the duty station are indicated in the Contract and the Terms of Reference/Job description are annexed to the Contract and considered an integral part of it. Job title, duty station and Terms of Reference/Job description may be modified during the contract period according to the needs of the office, by mutual agreement between DISA and the Employee.

DISA rejects any form of employment discrimination meaning distinction, exclusion or preference made on the basis of race, colour, sex, religion, age, family status, political opinion, national extraction, ethnic and social origin, union membership, etc. including any discrimination against disabled persons and pregnant female employees. In agreement with all international principles and conventions¹, eighteen (18) years of age is the minimum age for employment with DISA. Exceptions for employment as from the age of 16 can be considered on a case by case basis, on condition that the health, safety and morals of the young persons concerned are fully

¹Specific reference is made to the Convention on the Rights of the Child and the Minimum Age Convention

protected and provided that the type of work will not be harmful and will not affect his/her attendance at school.

3. Probation period

During the probation period (three months), the work performance is regularly monitored and assessed. Depending on the performance, the probation period may be extended of one month, previous agreement between the two parties. Both Parties reserve the right to terminate the contract at any given time within the probation period by giving each other a two weeks' notice in writing. Payment will be made on a prorated basis. No paid annual leave days can be authorised during this period.

4. Working hours

The Head of Mission determines daily and weekly working hours of the Mission, according to the Labour Law of the country of operation (including the necessary adaptations for Ramadan period or other periodical specificities of the country) and publicise it in all DISA offices in the country. In general, DISA working week is of 8 (eight) hours per day (from Sunday to Thursday) including a paid break of half an hour for eating and resting.

During the month of Ramadan working hours will be reduced by one (1) hour per day. If necessary, the Employee will work additional hours according to previous agreement and authorisation from the Employer and according to the needs of the Mission.

The Employee shall receive his payment for overtime work as follows:

- during the normal working days, he shall be entitled to receive the equivalent of his wage of one hour and a half for each hour of overtime;
- During official holidays, he shall be entitled to receive the equivalent of his wage of two hours for each hour of overtime work.

5. Remuneration

The gross remuneration of the Employee is established in the Contract of Employment on a monthly basis, and in the local currency. It will be paid by the first week of the next month after the performance.

The Employer may pay advances to Employees provided that:

- such advances are without any interest; however, the employer may request the worker to pay him a reduced percentage of the expenses relevant to the advanced payments;
- the periodical cuts from the worker's wage to pay off the advanced payment shall not exceed 15 per cent of the basic salary;
- The Employee shall pay back the un-deducted instalments of the advanced payment on the termination of his/her contract of employment.

The Employer will pay equal remuneration to women and men for work of equal value.

5.1 Taxes and social security

The Employer is responsible to deduct taxes and social insurance from the gross remuneration in accordance with applicable laws and regulations in the country.

5.2 DISA related travel-costs and per-diem

Roving staff members are *not granted with per diem* since their activity consists in working in different duty stations.

Per-diem will be granted only to non-roving staff members working outside their regular duty station. Duty station and position kind (roving or non-roving) will be stated in the contract.

To those entitled as above, DISA will pay a per diem amounting to cover accommodation and food expenses since travel is provided by the organisation.

In the event the staff member does not stay overnight is not entitled to receive any per-diem.

5.3 -Allowances

All staff members working with the Employer for more than three months in one calendar year whose place of residence is different from their duty station, will have the right to be awarded with a carriage benefit (a/r) paid by the agency (only expenses concerning carrier) from their duty station to their place of residence (as stated in the contract).

The carriage allowance is regulated according to the destination:

The granted amount will be provided by cash together with the net salary of the month the carriage allowance has been used.

The allowance must be used within the referring calendar year and, is intended to be not reimbursable. The carriage allowance cannot be granted to anyone else (relatives or friends for example) than the entitled.

5.4 Assets belonging to the organization

All staff members shall return back the assets belonging to the organization at the end of their contract.

6. Temporary leave

The Employee is obliged to observe the stipulated working hours according to the contract signed and any absence during working hours must be authorised by the Supervisor and reported to the Administration. All unauthorised and unjustified absence will result in a corresponding reduction of the salary. Repeated unauthorised and unjustified absence may lead to termination of employment, subject to the approval of Labour Office.

The following are considered as authorised and justified absence:

6.1- Paid annual leave

Employees shall be entitled to 20 days annual leave with full pay if continuously employed by the Employer for a period of one to eight years. Employees working part time will earn annual leave proportionally to their working hours. Annual leave

should be accumulated before it can be used and should be spent during the contract period. In exceptional cases, upon the authorisation of the Head of Mission and based on the needs of the activities, unspent annual leave may be compensated at the end of the contract period in cash.

6.2 Unpaid personal leave

The Employer may, at the request of the Employee and in exceptional circumstances, approve unpaid leave.

6.3-Official Public / Religious holidays

DISA adopts the calendar of official public/religious holidays of the country of operation according to the official announcement, amended as necessary by the Head of Mission in respect with specific circumstances. The Head of Mission takes care of informing the staff on the official list, by publicising it on the office notice board.

ADHA Sudan will observe the following calendar of official/religious holidays:

Independence Day on 1st of January;

CPA Signing on 9th of January;

Hegira;

Eed El Al Fitr;

Eed E Al dheya;

Al Maouleed Al nabi;

27 of Rajab;

Ashoorra Day;

Easter;

Christmas on 25th of December

Religious holidays are in bold.

The Employee may request additional time off to celebrate its own particular religious holidays. In this case the time off will be considered as paid annual leave (if available) or unpaid personal leave.

6.4 Sick leave

In absence of specific and detailed national rules, the following are applicable: if the Employee is absent from work due to sickness, he/she must notify his/her superior as soon as possible and anyway within 48 hours. The Employee must submit a self-made written note for up to three consecutive days of absence, for a maximum of two times per year. All other sick leaves must be documented with a medical certificate. Any sick leave longer than 3 days must be documented with a medical certificate that specifies the period of sick leave and the date of return to work. The Employer may assign the Employee to a doctor.

6.5 Compassionate leave

An Employee shall be entitled to paid compassionate leave for a marriage, birth (max once/year) or death in his/her family². The maximum paid compassionate leave is five days. For marriage, the Employee shall provide a written request at least 5 working days before the event.

6.6 Maternity leave

A woman worker, after completion of 6 months of service from the date of her appointment and for any subsequent year of service shall be entitled to a delivery leave on full pay calculated as follows:

- a) four weeks before the delivery and four weeks after the delivery provided that the probable date of delivery and the actual date on which delivery takes place shall be certified by the medical Practitioner;
- b) Permission may be given optionally for the same period of leave as period in paragraph (a) to be two weeks before delivery and six weeks after delivery.

If the woman worker absents herself after the completion of the period mentioned in paragraph (a) and (b) above due to illness resulting from pregnancy or delivery which makes her unable to resume work with a certification of a medical Practitioner, she shall be considered to be on sick leave.

Further leave of three (3) additional months may be authorised by the Head of Mission and considered as unpaid personal leave. Upon request of the Employee, the Head of Mission may consider part-time employment for the period until the first birthday of the child, with a salary proportional to the number of working hours. This is a form of encouragement to female employees to adopt breastfeeding practices. This benefit only applies within the contract period.

6.7 Paternity leave

Male employees that have worked for at least one (1) year with DISA may be granted up to three (3) months of unpaid personal leave upon agreement with the Head of Mission, within the contract period.

6.8 Woman udda “widow’s” leave

A working women whose husband dies, shall be entitled for a leave with full pay commencing from the day of his death, to be calculated as follows:

- (a) If the woman is not pregnant, a period of four months and ten days,
- (b) If the woman is pregnant the period extends till the date of delivery. In this case she is entitled for additional eight weeks, as per delivery leave.

7. Termination of contract

A Contract of Employment may terminate in the following cases:

- 7.1 By a written agreement between the Employer and the Employee
- 7.2 On the grounds of serious misconduct by the Employee
- 7.3 On the grounds of unsatisfactory performance by the Employee
- 7.4 following the expiration of the terms of employment (given the prior notice);
- 7.5 By Force Majeure

²Family includes: father, mother, spouse, brothers/sisters, and children.

7.6 Upon the Employee's inability to work

7.7 sicknesses according to Labour Law (Act 1997 art. 47, paragraph 3)

7.8 guiltiness of the employee in front of the court

The decision to terminate the contract on the basis of causes 7.2, 7.3, 7.5 is taken by the Head of Mission in consultation with the Employee's Supervisors and notified in writing with the date and the grounds for termination.

In case 7.2 and 7.3 the dismissal will have immediate effect after written notice. In case 7.5 written notice will be given if possible, being the reasons of dismissal not dependant on DISA will. The Employee is paid on a pro-rata basis. All ADISA assets, including visibility, mobile phones, ID cards, documents, CD-ROMs, etc. must be handed over to DISA.

7.1 Resignation / Dismissal

The resignation/dismissal notice must be carried out in writing at least 1 month before the intended end of the employment. During the probation period either party may terminate the contract by giving two (2) weeks' notice in writing.

7.2 Serious misconduct

Serious misconduct of the Employee includes the following:

- a. unjustified refusal to perform the obligations set out in the Contract of Employment and annexed Terms of Reference/Job description;
- b. theft, destruction, damage or unauthorised use of the Employer's assets;
- c. insults and threats to other employees or guests of DISA, and other illegal behaviour, such as receiving or giving bribes, causing disturbance to the public order, etc.;
- d. breaking the duty of confidentiality and disclose confidential information;
- e. Consumption of drugs or alcohol at work. Possession, consumption, selling or buying of drugs and alcohol inside DISA offices and compounds is prohibited;
- f. carrying weapons, arms or ammunition and/or wearing army clothes while on duty, be part of any military or paramilitary group while working for DISA (during and after working hours), transport military persons with weapons unless explicitly authorised by the Head of Mission;
- g. behaviour of such a serious nature that it would be unreasonable to expect the employment relationship to continue (see also art. 8);
- h. using DISA name improperly or acting on behalf of DISA staff without any written authorization.

7.3 Unsatisfactory performance

Unsatisfactory performance of the Employee includes the following:

- a. repeated unauthorised and unjustified absence from work;

- b. repeated mistakes and behaviour not sufficient in themselves to justify dismissal, but which, given their frequency and seriousness, disrupt the normal course of the employment relationship (see also art. 8);
- c. Violation of DISA principles as set out in the Fundamental Charter.

7.4 Expiry of the terms of employment

The Contract of Employment terminates at the end date of the contract period unless otherwise agreed between the Parties, given the prior notice of 1 month.

7.5 Force Majeure

The Contract of Employment can be terminated by DISA for reasons of Force Majeure, these being circumstances beyond the control of the Employer. Force Majeure includes, among others, the following: earthquake, floods and any other natural disaster, financial breakdown and lack of funds (in these two last cases with prior notice of 1 month). These are events that represent a serious threat to the safety of humanitarian workers or make it impossible to continue the operations respecting the humanitarian principle. Force Majeure is also considered the suspension/termination of the operation by the Financing Authority.

In these cases, DISA may decide to evacuate the international staff for security reasons and suspend all activities. If the activities are temporarily suspended, also the Contracts of Employment are intended to be suspended, with the exception of the Employees specifically appointed to keep DISA properties and premises. If the activities are interrupted for an unforeseeable period and the offices are closed, DISA reserves the right to (immediately) terminate the Contract of Employment. The Employees will be paid on a pro-rate basis.

7.6 Employee's inability to work

When the Employer determines that the Employee, due to medical reasons, is no longer able to perform the work or services as defined by the Terms of Reference/Job description, and when there is no alternative work available that he/she is able to perform, the Employer can terminate the contract by giving the Employee one (1) month notice in written.

7.7 Sickness according to Labour Law (Act 1997, art. 47, paragraph 3)

Termination for sickness is regulated by Labour Law Act 1997 (art. 47, paragraph 3). However, the Employee will be given priority by DISA in the future recruitment of similar profiles.

7.8 Guiltiness in front of the court

The contract of employment can be terminated by DISA in case the employee is guilty in front of the court for crimes committed outside working time.

8. Professional conduct and disciplinary measures

An DISA Collaborator is expected to respect the following indications, which are basic requirements for a professional conduct:

- a. to adhere and respect the general humanitarian principles, the principles expressed in DISA Fundamental Charter and other guidelines issued by DISA in the performance of his/her duties;
- b. To respect the pledge of confidentiality as signed in annex to the Contract of Collaboration. This pledge remains binding also after the termination of Collaboration. All information gathered and/or received on duty is strictly confidential. Any break of this confidentiality may lead to criminal prosecution and immediate termination of contract;
- c. To represent DISA in a professional manner and do not make comments to media and journalists or in any other public event without prior authorisation of his/her Supervisor. This includes that the Collaborator shall not commit DISA to any obligation, even financial, unless foreseen in the activities as per ToR/Job description or explicitly authorised by the Employer;
- d. to exercise all possible care and respect in using DISA assets, such as vehicles, equipment, communication systems, tools and supplies and use them only for DISA activities ³;
- e. should not insult and threaten and discriminate other employees or guests of DISA;
- f. should not award benefits, contracts or employment to any person with whom s/he has financial, family or personal interests;
- g. should not accept, solicit, request or imply expectations of payment, gifts or sexual favors in exchange for awarding benefits, contracts, employment, or while performing routine responsibilities for the agency in providing humanitarian assistance to the beneficiary;
- h. should not take drugs or drink alcohol at work. Possession, consumption, selling or buying of drugs and alcohol inside DISA offices and compounds is prohibited;
- i. should not carry weapons, arms or ammunition and/or wear army clothes while on duty, be part of any military or paramilitary group while working for DISA (during and after working hours), transport military persons with

³ This also means that communication systems (landline phones, mobiles, satellite phones, etc.) as well as any other DISA asset cannot be used for private purposes unless specifically authorised by the Collaborator's International Supervisor. During working hours Internet connection can only be used for professional purposes connected with the Collaborator official tasks. Access to Internet after working hours is only possible upon authorisation.

weapons unless explicitly authorised by the Head of Mission;

- j. should not commit harassment, exploitation and abuse;
- k. should not commit sexual harassment, sexual exploitation and sexual abuse;
- l. should not participate in any illegal sexual relation;
- m. due to the inherent power inequity that exists between the worker and the beneficiary, there is increased ability for exploitation and abuse by the worker; therefore, it is STRONGLY discouraged to engage in sexual relations with beneficiaries;
- n. workers are obligated to report other types of sexual abuse, exploitation, or harassment by other workers from their own or other agencies through the appropriate reporting mechanism as determined by the agency;
- o. Should not facilitate access to DISA premises of unauthorised people.

Any breaches of these provisions may lead to termination of the contract for unsatisfactory performance or to disciplinary measures in the form of written warnings. Warnings must be in writing to the Collaborator by the Head of Mission, clearly indicating the reasons. The third written warning may lead to immediate dismissal.

9. Legal matters

In case of dispute or misunderstanding, the English version of this document is binding for all parties or, where appropriate, a sworn translation. Any dispute, if not settled amicably by the parties, will be brought to the competent Labour Office.

10. Other matters

Property Right: Any professional document produced by the Collaborator during the period of collaboration with DISA remains property of the organisation and cannot be used by the Collaborator even after the expiration or termination of the contract.

Modification of staff regulation and entry into force: Modification to this Regulation may be introduced by DISA upon consultation of the field offices and the Head of Mission will take care to inform all the Employees. The modifications will form an Addendum to the Contract of Employment. This Regulation is valid from January 1st, 2010 and overrides all previous DISA staff regulations.

Work certificate: At the termination of the Contract of Employment, the Employee has the right to ask and DISA has the duty to deliver a work certificate that indicates the name of the Employee, the nature or type of work or services for which he/she was employed, the period of employment and an evaluation of his/her performance during the period of employment, without specifying the reason of termination. The certificate has to be prepared by the Employee's international supervisor and signed jointly with the Head of Mission.

Any cases not regulated by this document will be treated according to the Labour Law (Act 1997) and other relevant laws.