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## II

*(Acts whose publication is not obligatory)*

## COUNCIL

**STAFF REGULATIONS OF THE EUROPEAN UNION INSTITUTE FOR  
SECURITY STUDIES <sup>(1)</sup>**

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<sup>(1)</sup> Adopted by the Council by written procedure on 21 December 2001 (OJ L 39, 9.2.2002, p. 18), pursuant to Article 8 of Council Joint Action No 2001/554/CFSP of 20 July 2001 (OJ L 200, 25.7.2001, p. 1) and, with regard to Title II, Chapter III, Article 14(2) and Title II, Chapter IX, amended by the Director with the assent of the Board on 15 June 2005, pursuant to Article 1(3) of the Staff Regulations of the European Union Institute for Security Studies (New version replacing the previous version of 21 December 2001 (OJ L 39, 9.2.2002, p. 18)).

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## PREAMBLE

The Institute for Security Studies is an agency of the European Union, and is affiliated to the Coordinated Organisations.

## Article 1

These Regulations define the status, rights, duties and responsibilities of the members of the staff of the European Union Institute for Security Studies, hereinafter referred to as 'the Institute'.

The staff of the Institute shall consist of natural persons who hold contracts as staff members or temporary staff. Paid experts, research award holders and trainees are subject to specific provisions listed in Title IV.

The Director of the Institute is authorised to make such amendments to these Regulations as prove necessary, with the assent of the Board.

These Regulations shall apply to all staff members, except where the Board has taken decisions to the contrary in respect of *hors grade* personnel.

## TITLE I

## GENERAL PROVISIONS

## Article 2

## Provisions applicable to all members of the staff

1. Authority

Staff members shall be subject to the authority of the Director and responsible to him for the performance of their duties, which they shall undertake to carry out as scrupulously and conscientiously as possible.

2. Declaration

On accepting engagement with the European Union Institute for Security Studies each staff member shall subscribe to the following declaration:

'I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as member of the staff of the European Union Institute for Security Studies, and to discharge these functions with the interests of the Institute only in view. I further undertake not to seek or accept instructions in regard to the performance of my duties from any government or from any authority other than the Institute'.

3. Conduct

Staff members shall at all times conduct themselves in a manner compatible with their status as representatives of the European Union Institute for Security Studies. They shall abstain from any action or activity that may in any way undermine the dignity of their position or the good name of the Institute.

4. Financial responsibility

Staff members may be required to reimburse the Institute, either partly or in full, for any financial loss suffered by it owing to their negligence, or because they have deliberately violated any regulation or procedure approved by the Board or the Director.

5. Security

Staff members shall, on engagement, acquaint themselves with the Institute's security regulations. They shall sign a declaration whereby they acknowledge their disciplinary and financial responsibility in the event of non-compliance with those regulations.

- (a) All staff members, including temporary staff, research award holders and trainees, may be required to have security clearance giving them access to classified documents in the course of their duties. A request for such clearance will be addressed to the competent authorities by the Institute's Security Officer. Pending official clearance, temporary clearance may be granted by the Director.
- (b) Staff members shall inform the Security Officer immediately in the event of the suspected loss or compromise of a classified document.

## TITLE II

## STATUS OF STAFF MEMBERS

## CHAPTER I

## GENERAL PROVISIONS

## Article 3

## General provisions applicable to staff members

Staff members of the Institute are natural persons holding contracts as defined in Chapter II, and occupying budget posts listed in the table of staff annexed each year to the Institute's budget.

## 1. Privileges and immunities

The privileges and immunities conferred on staff members are accorded in the interests of the European Union Institute for Security Studies and not for their personal convenience. They must not be used to avoid private obligations, or as an excuse for failure to observe the laws or police regulations of the host State.

In any incident where these privileges and immunities are involved, the staff member concerned shall immediately report the incident to the Director. In the event of infringement of local legislation, the Director may decide to waive the privileges or immunities if he deems this necessary.

## 2. Assistance and compensation

The Institute shall provide assistance to staff members who, by reason of their current appointment or duties at the Institute, and through no fault of their own, are subject to threats, insults, defamation or attack. Compensation for any material damage sustained may be granted provided that:

- the staff members have not willfully or through negligence provoked the damage in question,
- no redress has been obtained,
- staff members make over to the Institute any claims they may have against a third party, in particular insurance companies.

All decisions in this matter that could involve action or payments by the Institute shall be taken by the Director, who has a discretionary power in assessing the circumstances of the case, what form the assistance should take and what compensation, if any, should be granted.

## 3. Proprietary rights

All rights, including title, copyright and patent rights, in any work carried out by a staff member in the performance of his official duties, shall be vested in the Institute.

## 4. External activities

### (a) *General*

Vis-à-vis outside organisations and persons, staff members shall obtain the prior approval of the Director if they wish to:

- make any public statement, in particular to any public information body, concerning the Institute's activities,

- give lectures or engage in teaching activities directly connected with their work at the Institute,
- accept fees or remuneration for such lectures or teaching activities,
- accept decorations or honours, or any material advantages associated with these.

### (b) *The special situation of research fellows*

The duties of research fellows include the establishment of relations with bodies and persons external to the Institute. Research fellows shall therefore be authorised to give lectures, communicate to the mass media and publish, providing they first obtain the approval of the Director.

## 5. Candidacy for public or political office

Staff members who for personal reasons wish to stand for public or political office shall notify the Director of that intention.

Any staff member who stands for public or political office shall be given unpaid leave starting on the date he declares that he is beginning his electoral campaign.

If elected, the staff member shall request the termination of his contract. Such termination shall not carry any entitlement to loss-of-job indemnity.

If he does not accept the public or political office, the staff member shall be entitled to resume his appointment with the same salary and seniority from which he benefited at the time.

Time spent on unpaid leave shall not count towards seniority or pension rights. During his unpaid leave the staff member may be replaced by temporary staff.

## CHAPTER II

## RECRUITMENT AND CONTRACTS

### Article 4

#### Recruitment

1. Offers of employment shall be made by the Director, except in respect of the post of Director. The Institute shall be responsible for publishing vacant posts.

2. Candidates under 20 or over 60 years of age will not normally be considered for engagement.

3. Candidates closely related by blood or marriage to a staff member will not normally be selected for engagement. Exceptions may be authorised by the Director, provided that neither of the persons concerned serves in a capacity subordinate to the other.

4. The recruitment of staff members shall be limited to nationals of the Member States of the European Union.

5. Staff members shall be engaged at the lowest step of the grade of the post for which they are selected. However, the Director may grant a higher step where this is justified.

6. The Director shall determine which posts are to be filled by examination or competition, and shall lay down the tests for engagement which candidates for such posts will be required to pass. Examining or selection boards shall be chosen by the Director from among the staff of the Institute, to which he may add an external examiner.

7. The travel and accommodation costs of candidates invited to the Institute for interview or examination shall be met on the same conditions as those applying to staff members travelling on duty <sup>(1)</sup>.

#### Article 5

##### Age limit for employment

The age limit for employment is set at the end of the month in which the staff member reaches the age of 65. The Director may authorise extensions up to a maximum of 12 extra months.

#### Article 6

##### Medical examinations

1. Engagement of staff members shall be subject to a statement from a doctor approved by the Institute certifying that the candidate is physically fit for employment, and that he is free from any disability or disease that would represent a risk to other staff members.

2. Staff members shall be required to undergo a medical examination each year.

3. The doctor approved by the Institute shall provide expert advice to the Director on the unsuitability of any staff member to continue to occupy his post.

4. If the results of an annual or other medical examination show that a staff member is no longer able to carry out his duties, his contract shall be terminated within three months and a medical board shall be convened to establish his entitlement.

<sup>(1)</sup> See Annex VII to these Regulations.

#### Article 7

##### Contracts and length of contracts

##### 1. Initial contracts

Apart from specific provisions applicable to the Director and research fellows, initial contracts given by the Institute shall be for three years. These contracts may be renewed by the Director for the same or shorter periods, with the staff member's agreement.

##### 2. Probationary period

The first six months of initial contracts shall be a probationary period beginning on the date of entry into service.

During that period, a contract may be terminated, without any right to loss-of-job indemnity, with one month's notice given by the Institute or the staff member.

At the end of the probationary period, or earlier, the staff member shall receive notice in writing that his contract is confirmed or terminated.

The probationary period shall form an integral part of the period of the initial contract. It shall count towards seniority and pension rights.

##### 3. Termination of contracts

In the situations provided for in Annex I, contracts may be terminated or not renewed by the Institute or the staff member himself:

(a) *by the Institute,*

(i) with six months' notice:

- as a result of the suppression of the budget post occupied by the staff member,
- through a change in the nature or functions pertaining to the post,
- because of the professional inadequacy of the staff member, duly recorded in two successive annual reports, or
- through physical unfitness of the staff member that has occurred while serving.

(ii) with a maximum of one month's notice, following any disciplinary procedures that have established a misdemeanour or responsibility of the staff member as defined in Chapter VI.

- (b) *by the staff member*, with three months' notice, for any personal reasons that he is not required to state.

## CHAPTER III

**SALARIES AND ALLOWANCES****4. Compensation for loss of job**

Other than for disciplinary reasons, the termination or non-renewal of a contract by the Institute shall entail:

- (1) for staff members with more than 10 years' service, the settlement of deferred pension rights, accompanied by the payment of a loss-of-job indemnity under the conditions set out in Annex I;
- (2) for staff members with less than 10 years' service, the payment of a leaving allowance, with loss-of-job indemnity for staff members whose contracts have been prematurely terminated, under the conditions set out in Annex I;
- (3) for staff members whose contracts have been terminated for reasons of physical unfitness and whose permanent invalidity has been established by an ad hoc medical board, the granting of invalidity under the conditions laid down in the Pension Scheme Rules.

The termination or non-renewal of a contract by a staff member shall not entitle him to loss-of-job indemnity<sup>(1)</sup>.

**5. Reduced notice of termination**

If the interests of the service so require, the period of notice stipulated at paragraph 3(a) above may be reduced; in that case the staff member concerned shall be entitled to the payment of an additional sum representing the salary and allowances that he would have received if the actual date of expiry of his contract had coincided with the end of a six-month period of notice.

These provisions shall not apply in the case of termination for disciplinary reasons.

**6. Special provisions concerning research fellows**

The Institute's research fellows shall have three-year, non-renewable contracts. The Director may, however, grant one or more extensions up to a total not exceeding 24 months.

<sup>(1)</sup> For the conditions governing entitlement to and calculation of loss-of-job indemnity, see Annex I.

## Article 8

**General provisions**

The remuneration paid to members of the Institute's staff shall include basic salary, expatriation allowance, and family and social allowances.

Those emoluments shall be reduced by contributions and deductions in respect of internal tax, the pension scheme and social welfare.

Staff members' current accounts shall be credited with the amount due during the last working week of the month.

Changes in staff members' personal circumstances that may have financial consequences shall be taken into account for the remuneration of the month during which changes are notified to the Institute's administrative section; changes to remuneration already paid may not be made.

## Article 9

**Basic salary**

Net basic salary shall be the amount shown for the grade and step of a staff member in the scales approved each year by the Board.

Gross basic salary shall correspond to net basic salary plus the internal tax due from the staff member.

## Article 10

**Expatriation allowance**

This allowance shall be paid to staff members in A, L and B grades who, at the time of their first appointment, were not nationals of the State in whose territory their permanent place of duty is situated and who had not been continuously resident in that State's territory for three years.

This allowance shall cease to be payable if a staff member is transferred to the country of which he is a national.

The amount of the allowance shall be calculated in accordance with Annex II.

Where a staff member is appointed by the Institute immediately after having been employed in the country where he performs his duties by another international organisation or administration, years of service with his previous employer shall be taken into account when calculating entitlement to the allowance and the amount thereof.

#### Article 11

### Family and social allowances

These allowances shall be added to basic salary monthly.

#### 1. Household allowance

This allowance:

- (a) shall be paid to any staff member who is married, widowed, divorced, legally separated or single and has at least one dependant within the meaning of Annex III to these Regulations;
- (b) shall be equal to 6 % of net basic salary;
- (c) in the case of a married staff member who has no dependants but whose spouse is gainfully employed, the allowance payable shall be the difference between the net basic salary for grade B3 step 1 plus the allowance to which the staff member would be entitled in theory, and the earned income of the spouse. If the latter amount is equal to or greater than the former, no allowance shall be payable;
- (d) shall not be paid to a staff member whose spouse is a member of an international organisation and has a higher basic salary than the staff member.

#### 2. Children's and other dependants' allowance

This allowance:

- (a) shall be paid to staff members who mainly and continuously maintain either a legally recognised child or another member of their family by virtue of a legal or judicial obligation, or a child who has lost both parents and for whom they have assumed responsibility;
- (b) shall be a fixed amount for each dependant, set each year in the scales approved by the Board;

- (c) where both spouses work for international organisations, shall be paid to whichever of them is in receipt of household allowance or equivalent.

Definitions and the conditions under which this allowance is granted are set out in Annex III.

#### 3. Education allowance

Staff members who are entitled to household allowance, and whose dependent children, as defined in Annex III, are in full-time primary, secondary or higher education <sup>(1)</sup>, shall be entitled to an annual education allowance. The allowance shall be equal to twice the amount of the dependent child's allowance, and shall be payable for each child in one sum at the beginning of the school year. The staff member concerned shall provide to the administrative section all supporting evidence at the beginning of the school year.

#### 4. Handicapped children's and other dependants' allowance

- (a) An allowance for handicapped children or dependants shall be paid to staff members who are primarily and continuously responsible for their care. The child or dependant must fulfil the criteria and conditions set out in Annex III.
- (b) The details of allocation and payment of the allowance are given in Annex IV.

#### 5. Rent allowance

- (a) This allowance shall be paid monthly to grade B, C, A1 and L1 staff members who are tenants or sub-tenants of accommodation and who pay a rent — excluding service charges considered to be the liability of the tenant in the country of residence — that exceeds a specified proportion of their emoluments.
- (b) The method of calculating the allowance is set out in Annex V.
- (c) Staff members in receipt of rent allowance shall inform the Head of Administration and Personnel immediately of any change in their circumstances that could affect their eligibility for the allowance.
- (d) The allowance shall not be paid to staff members:
  - who receive a similar benefit from the authorities of the State of which they are nationals,
  - whose spouse receives a similar allowance from another international organisation.

<sup>(1)</sup> I.e. excluding nursery school or equivalent.

*Article 12***Extra duties allowance**

An extra duties allowance may be granted by the Director to staff members who are required, in the interests of the service, to assume temporarily part or all of the responsibilities of a staff member of a higher grade. The allowance shall be paid on the basis of the remuneration of two additional steps in the grade of the staff member and shall take effect only after one month's continuous service in a higher grade post.

*Article 13***Installation allowance**

1. An installation allowance shall be paid to staff members whose place of residence was more than 100 kilometres or 60 miles from their duty station at the time they accepted employment with the Institute.
2. The amount of the allowance shall be 30 days' basic salary.
3. The installation allowance shall be paid to the staff member when he assumes his duties at the Institute.
4. Staff members shall be required to reimburse half the installation allowance if they leave their appointment of their own accord before two years have elapsed.
5. The Director may authorise an exception to the provisions governing reimbursement where their strict application might cause special hardship.

*Article 14***Deductions****1. Internal tax**

Internal tax shall amount to 40 % of the basic salary in respect of a given grade and step. This sum shall be added to net basic salary to give gross basic salary.

This sum shall be shown as a monthly deduction on pay slips.

**2. Contributions to pension schemes**

A monthly deduction as approved by the Coordinated Organisations for the pension scheme applied to staff members and corresponding to a percentage of net basic salary shall be made

from staff members' emoluments and paid into the Institute's pensions budget.

**3. Social security contributions**

A monthly deduction in respect of social security, equal to 5,5 % of net basic salary, shall be made from staff members' emoluments. This amount shall be added to the employer's contribution and paid to the local social security body responsible for recovering such contributions (URSSAF).

**4. Contributions to supplementary insurance scheme**

A monthly deduction in respect of supplementary insurance shall be made from staff members' emoluments. The percentage shall be determined at the beginning of the year for the following 12 months by agreement between the Institute and the insurance company operating the scheme. The amount deducted shall be added to the employer's contribution and paid at the end of the year to the company providing this insurance.

*Article 15***Salary advances and reimbursement**

1. Unless decided otherwise by the Director, the Institute's Head of Administration and Personnel may, depending on available cash resources, authorise interest-free advances to staff members who can justify this need.
2. The amount of this advance shall not exceed three months' net basic salary.
3. Such advances shall be repaid by monthly deductions from staff members' emoluments; repayment of the advances must be completed when the salaries for the last month of the financial year are paid.

## CHAPTER IV

**TRAVEL COSTS***Article 16***Installation and departure**

1. Staff members shall be entitled to reimbursement of travel costs for the journey from their previous place of duty to the location of the Institute, in respect of themselves and members of their family living with them.

2. The same entitlement shall apply when staff members leave the service of the Institute and return to the country where they were in post before joining the Institute.

3. Reimbursement shall be made in accordance with the provisions of Annex VI, Section I.

#### Article 17

### Removal expenses

1. Staff members shall be entitled to reimbursement of the costs of removal from their previous place of duty to the location of the Institute.

The same entitlement shall apply when staff members leave the service of the Institute and return to the country where they were in post before joining the Institute.

2. Reimbursement of costs shall cover removal of staff members' personal household effects, excluding motor cars, boats or other forms of transport, or insurance premiums, up to the limits, in weight and volume, set out in Annex VI.

Reimbursement shall be made to the staff member concerned, on production of a certified bill by the staff member.

#### Article 18

### Travel on duty

Staff members of the Institute shall be entitled to reimbursement of expenses incurred in connection with travel on official duty ordered by the Director <sup>(1)</sup>.

Reimbursement shall concern travel costs proper plus accommodation and associated costs in the places to which staff members are sent. The conditions, rates and other details of reimbursement are as set out in Annex VII.

#### CHAPTER V

### INTERNAL ORGANISATION

#### Article 19

### Hours of work

The normal working hours for staff members shall be 40 hours per week, to be completed between 09.00 hours on Monday and 17.00 hours on Friday.

<sup>(1)</sup> Such reimbursement is representative of expenses, and should not be seen as additional remuneration.

Flexible working hours may be agreed by the Director in accordance with staff members' personal circumstances or the constraints of their particular work.

If exceptional circumstances, decided at the discretion of the Director, so require, some staff members may be required to work on Saturdays. In such cases, the hours worked shall give entitlement to equivalent time off on a weekday.

#### Article 20

### Public holidays

Public holidays in the host State shall be observed by the Institute. In the case of France, those days are:

- (a) New Year's Day (1 January);
- (b) Easter Monday;
- (c) Labour Day (1 May);
- (d) VE Day (8 May);
- (e) Ascension Day;
- (f) Whit Monday;
- (g) Bastille Day (14 July);
- (h) Assumption Day (15 August);
- (i) All Saints' Day (1 November);
- (j) Armistice Day (11 November);
- (k) Christmas Day (25 December).

These public holidays shall not be deducted from staff members' annual leave entitlement.

If one of these days falls on a Saturday or Sunday, the Director may designate another day in lieu.

#### Article 21

### Leave

#### 1. Annual leave

##### (a) *Entitlement*

Staff members shall be entitled to paid annual leave at the rate of 2,5 working days for each month of service completed. This entitlement shall apply each calendar year.

Staff members recruited between 1 April and 30 July shall be entitled to an advance of 15 days' leave from their annual entitlement if the leave is to be taken after the latter date.

If on 31 December a staff member has, owing to the exigencies of his work, an unexpended period of leave due, the Director or his delegate may authorise the carrying forward of all or part of the unexpended leave to the following year. Any entitlement carried forward but not taken by 31 March shall be cancelled.

(b) *Administrative procedure*

Staff members wishing to take leave within their entitlement as defined in (a) must obtain the prior authorisation of the Director.

A record of leave taken shall be kept by the Institute's administrative section, from which staff members may obtain leave application forms. That record shall show the number of days' leave remaining in the current year.

Staff members complete the sections on:

- number of days' leave requested,
- date and time of departure,
- date and time of return,
- country or countries in which the leave is to be spent,
- leave address (optional), and
- telephone number while on leave (where applicable).

After signature by the Director or his delegate, the leave application form shall be returned by the staff member to the administrative section and kept in the staff member's personal file.

(c) *Leave unexpended on departure of staff members*

Leave unexpended at the time staff members depart from the Institute shall be cancelled. However, if the Director certifies in writing that, owing to the exigencies of work, it was impossible for a staff member to take all his leave, the staff member shall be entitled to a compensatory payment of one sixtieth of his monthly net basic salary for each day of leave so accumulated.

2. Unpaid leave

If requested by a staff member, the Director may grant additional, unpaid leave up to a limit of 15 consecutive days.

This does not affect either seniority or pension rights.

However, the full deductions in respect of pensions and social welfare will be made as if the staff member had been paid normally for the period of unpaid leave.

3. Sick leave, maternity leave and other special leave

Special leave shall be granted, in addition to annual leave, for illness, maternity or exceptional circumstances.

Details and the procedures to be followed are given in Annex VIII.

*Article 22*

**Home leave**

Staff members who are entitled to expatriation allowance shall be eligible, for each period of three years' service, to reimbursement of the costs of one journey to and from the country of which they are nationals, in respect of themselves and members of their family living with them.

Travel costs shall be reimbursed by the administrative section, having evaluated the least costly means of transport under the conditions laid down in Annex VII.

Home leave shall carry an entitlement to five days' leave in addition to the annual entitlement.

CHAPTER VI

**REPORTS AND PROMOTION**

*Article 23*

**General provisions**

1. The work of all staff members, apart from the Director, shall be evaluated once a year, at the latest by 15 December.

Reports shall comment on the relative proficiency of staff members and shall provide the opportunity to congratulate staff members or, on the contrary, warn them of shortcomings with a view to an improvement in their service.

2. Reports shall concern the following criteria:

- (a) diligence and punctuality;
- (b) quality and speed of execution of work;
- (c) initiative;
- (c) propriety and human relations.

Each criterion shall be assessed on a scale of 0 to 5. The entire evaluation shall be summarised on an annual report form kept in the staff member's personal file.

#### Article 24

##### Procedure

1. The Director shall designate the staff members responsible for reporting on personnel wholly or partly subordinate to them.

2. When all reports have been written, the Director shall convene a Promotions Board, chaired by himself, which shall include all staff members who have written one or more reports. The Head of Administration and Personnel shall attend all meetings of the Promotions Board, and shall have a right to vote regarding his own subordinates and a consultative role regarding others.

3. On the basis of the advice of the Head of Administration, the Director shall make a definitive evaluation of each staff member and have reports written that shall be signed by all members of the Promotions Board.

4. Each staff member shall be interviewed personally by the Director, or his delegate if necessary, normally during a session of the Promotions Board. He shall be notified of his annual evaluation, and shall sign the report form, thus testifying that he has been informed of it.

5. An annual report is an administrative measure for internal use, against which there can be no appeal to any external body.

#### Article 25

##### Follow-up action on reports

1. An exceptionally good report may justify exceptional promotion to a higher step or even grade, provided that the budgeted post allows such promotion.

2. Two successive adverse reports shall justify keeping the staff member at his present step for an additional year.

3. Two or more adverse reports may justify non-renewal of contracts.

#### CHAPTER VII

##### DISCIPLINARY PROCEDURE

#### Article 26

##### Definitions

1. Any failure by a staff member or former staff member to comply with his obligations under the Staff Regulations,

whether intentionally or through negligence on his part, shall make him liable to simple, financial or statutory disciplinary action, notwithstanding the compensation he may be required to make by virtue of Article 2(4) and Article 27 of these Regulations.

(a) simple disciplinary measures shall include:

- verbal warning,
- written censure;

(b) financial measures shall include:

- withholding of an annual salary increment,
- immediate reduction in step at the same grade;

(c) statutory measures shall include:

- temporary suspension from duties entailing the withholding of emoluments in whole or in part,
- removal from post, involving termination of contract, accompanied by total or partial forfeiture of loss-of-job indemnity, and possibly accompanied by reduction or temporary suspension of benefits under the pension scheme.

Disciplinary measures shall be decided by the Director; simple disciplinary measures may be decided by the Head of Administration and Personnel, acting on behalf of the Director, except where a meeting of the Disciplinary Board is convened <sup>(1)</sup>.

2. If a charge of serious misconduct is made against a staff member, and the Director considers that the charge is *prima facie* well founded, and that the staff member's continuance in office during an investigation would prejudice the Institute, the staff member concerned may be immediately suspended from his functions pending the results of the investigation, with or without pay at the discretion of the Director.

#### Article 27

##### Compensation for damage

Staff members may be required to pay compensation, either in part or in full, for any damage sustained by the Institute through their gross negligence or willful act. Where the staff member has left the Institute, this compensation may be obtained by withholding a percentage of the benefits due under the pension scheme, up to 70 % of the pension.

<sup>(1)</sup> In this case, the disciplinary measure is decided by the Director himself.

*Article 28***Notification of complaints**

When a proposal is made that a disciplinary measure under Article 26 be taken against any staff member, he shall be notified in writing within two clear days after the request for disciplinary action has been lodged with the Director or the Head of Administration and Personnel. Such notification shall be accompanied by the documents relating to the ground of the complaint against him, together with all reports written on him.

*Article 29***Disciplinary Board**

Within five working days of his being notified as provided by Article 28, the staff member concerned may make a request in writing that his case be examined by a Disciplinary Board, which shall be convened by the Director within five days. The Disciplinary Board shall meet during the week following the date of issue of the convocation.

The composition and procedures of the Disciplinary Board are given in Annex IX.

The opinion of the Disciplinary Board shall not be binding upon the Director.

## CHAPTER VIII

**APPEALS AND APPEALS BOARD***Article 30***Appeals**

Serving or former staff members, or their heirs and assigns, may appeal against decisions made by the Director. Such appeals, or procedures arising from them, shall not stay the execution of the decisions being complained of.

**1. Internal administrative appeals**

An internal administrative appeal is a procedure whereby a staff member who considers that he has suffered an infringement of his rights as laid down in these Regulations submits a reasoned request to the Director of the Institute to reverse the decision that he considers has infringed those rights.

The Director shall acknowledge this appeal and reply within five clear days of receipt of the request.

In the event of a negative reply, the staff member may request mediation. Such mediation is not obligatory.

**2. Mediation**

The mediator shall be a qualified, independent legal expert appointed by the Director for a renewable period of three years.

He shall be provided by the Director and the staff member concerned with all the documents he considers necessary for an examination of the case.

He shall submit his conclusions within 15 days of the date on which he has been apprised of the case.

These conclusions shall not be binding on either the Director or the staff member.

The costs of mediation shall be borne by the Institute if the conclusions are refuted by the Director; 50 % of the costs shall be borne by the staff member if it is he who refuses to accept the findings.

**3. Contentious appeals**

Having exhausted the possibilities of the first resort (an internal administrative appeal), staff members shall be at liberty to seek a settlement before the Institute's Appeals Board.

The composition, operation and specific procedures of that body are given in Annex X.

**4. Decisions of the Appeals Board**

Decisions of the Appeals Board shall be binding on both parties. There shall be no appeal from them.

(a) The Board may annul, or confirm, the decisions complained of.

(b) The Board may incidentally order the Institute to compensate any material damage sustained by the staff member starting from the day the annulled decision began to have effect.

- (c) It may further rule that the Institute shall reimburse, within limits to be fixed by the Board, justified expenses incurred by the claimant, as well as expenses relating to transport and subsistence incurred by witnesses who have been heard. These expenses shall be calculated on the basis of Article 18 and Annex VII of these Regulations.

- Chapter V: Articles 19 (hours of work) and 20 (public holidays),
- Chapter VII: Article 27 (compensation for damage),
- Chapter VIII: (appeals) — subject to Article 35(3).

## CHAPTER IX

## Article 33

### PENSIONS SCHEMES

### Contracts

#### Article 31

The rules and conditions contained in the Pension Schemes Rules of the Coordinated Organisations are applied *mutatis mutandis* to the staff members of the Institute. The 'New Pension Scheme (NPS)' of the Coordinated Organisations' applies *mutatis mutandis* to staff members taking up duty after 30 June 2005.

Temporary staff shall be engaged for a period of one to six months. Contracts shall be renewable under the same conditions. The Institute and the temporary staff member may terminate contracts by giving 10 clear days' notice.

#### Article 34

### Remuneration

## TITLE III

### PROVISIONS APPLICABLE TO TEMPORARY STAFF

1. The remuneration of temporary staff shall be fixed contractually; it shall be made up of a net monthly salary excluding any additional allowances, whatever the family or social situation of the person concerned.

#### Article 32

2. From that fixed amount there shall be deducted the employee's social-welfare contributions either to private insurance providing full reimbursement or, if the employee is already a member of a sickness insurance scheme, to supplementary insurance.

### Statutory provisions

3. As temporary staff do not benefit from the pension scheme, no deduction shall be made in respect of it.

*Temporary staff are auxiliary personnel recruited in principle for short periods. They do not have the status of international staff, and are entirely subject to the laws and regulations of the host State and the State of which they are nationals.*

4. At the beginning of the year the remuneration of temporary staff shall be increased by the same percentage as that granted to staff members by the Board.

#### Article 35

### Special provisions

1. Temporary staff are employees who do not occupy budgeted posts defined in the Institute's establishment table.

2. These employees shall be subject to the provisions of Title I and the following provisions of Title II:

- Chapter I: Article 3(2) (assistance and compensation), (4) (external activities) and (5) (candidacy for public or political office),
- Chapter II: Articles 5 (age limit for employment) and 6 (medical examinations),
- Chapter III: Article 15 (salary advances),
- Chapter IV: Articles 17 (removal expenses) and 18 (travel on duty),

#### 1. Installation and departure expenses.

Temporary staff may not claim reimbursement of installation or departure expenses for their families.

#### 2. Leave.

Temporary staff shall be entitled to one and a half days' leave per month served.

### 3. Disputes.

Internal disputes concerning the rights and remuneration of temporary staff shall be dealt with under the appeals procedures described in Articles 30 and 31 of these Regulations.

All other disputes shall come within the jurisdiction of the ordinary courts of the host State.

## TITLE IV

### **PROVISIONS APPLICABLE TO EXPERTS, RESEARCH AWARD HOLDERS AND TRAINEES**

#### *Article 36*

#### **Statutory and financial provisions**

1. Experts, research award holders and trainees shall have the status of visitors to the Institute. They shall be subject to

the provisions of Title I of these Regulations, with which they shall acquaint themselves on appointment.

2. Their overall remuneration shall be fixed from the beginning of their activities at the Institute; it shall be paid in successive portions, as defined by the Director, in accordance with the results of the work for which they have been engaged or accepted.

3. Appointed experts and research award holders shall be entitled to the reimbursement of travel expenses for themselves only, when they arrive at the Institute and when they leave it. Exceptionally, and as decided by the Director, this reimbursement may be paid to a trainee.

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## ANNEX I

## INDEMNITY FOR LOSS OF JOB

*References:* (a) Article 7 of these Staff Regulations.

(b) Annex V to the 78th Report of the Coordinating Committee of Government Budget Experts, August 1972.

**1. Circumstances in which the indemnity is awarded.**

An indemnity for loss of job <sup>(1)</sup> may be awarded to a staff member whose contract is terminated for one of the following reasons:

- (a) suppression of the budgeted post;
- (b) changes in the nature or level of the job such that the staff member no longer possesses the required qualifications;
- (c) the withdrawal from the Board of the Member State of which the staff member is a national;
- (d) the transfer of the headquarters of the Institute by a distance of over 100 km or 60 miles from the location where the staff member was engaged and the refusal of the staff member to be transferred since such an eventuality was not foreseen in his contract;
- (e) the withdrawal of security clearance <sup>(2)</sup> from the staff member for reasons other than disciplinary ones.

The indemnity shall not be due if:

- (f) the staff member has obtained another post at the same grade at the Institute;
- (g) the staff member has obtained a new appointment in another international organisation in the same locality;
- (h) the staff member, as a public employee of a Member State, has obtained reintegration and remuneration in his national administration within 30 days following the termination of his contract by the Institute;
- (i) the staff member's contract has been terminated as a result of a disciplinary procedure.

**2. Payment of the indemnity to staff members having served less than 10 years at the Institute <sup>(3)</sup>.**

Provided that their current contract has not come to an end, such staff members shall be entitled to an indemnity amounting to 50 % of their net monthly remuneration multiplied by the number of months <sup>(4)</sup> remaining up to the expiry of the term of their contract, up to a maximum of five months' remuneration.

Net remuneration shall be taken to mean basic salary plus all additional allowances and indemnities paid monthly.

**3. Payment of the indemnity to staff members having served more than 10 years at the Institute <sup>(3)</sup>.**

Such staff members shall be entitled to an indemnity equal to 100 % of their net monthly remuneration per year of service at the Institute, up to a maximum of 24 months.

The amount of the indemnity shall not represent a number of months <sup>(4)</sup> which exceeds the period that the staff member would have to serve before reaching the age limit specified in Article 5 of these Staff Regulations.

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<sup>(1)</sup> As distinct from leaving allowance, which represents merely the settlement of pension rights.

<sup>(2)</sup> Only in cases where the post occupied requires such clearance.

<sup>(3)</sup> Or 10 years' accumulated uninterrupted service at the Institute and another international organisation.

<sup>(4)</sup> Or fractions of months expressed in thirtieths.

## ANNEX II

**EXPATRIATION ALLOWANCE**

1. Staff members so entitled under Article 10 of the Staff Regulations shall receive a monthly expatriation allowance. The amount of the allowance shall be:
  - (a) for staff members entitled to household allowance:
    - 18 % of the reference salary during the first 10 years' service,
    - 17 % of the reference salary during the 11th year of service,
    - 16 % of the reference salary during the 12th year of service,
    - 15 % of the reference salary as from the 14th year of service;
  - (b) for staff members not entitled to household allowance:
    - 14 % of the reference salary during the first 10 years' service,
    - 13 % of the reference salary during the 11th year of service,
    - 12 % of the reference salary during the 12th year of service,
    - 11 % of the reference salary as from the 14th year of service.
2. The reference salary shall be the net basic salary payable at step 1 of staff members' grades.
3. Expatriation allowance shall not be lower than the basic salary payable at grade B3 step 1.

## ANNEX III

**CHILDREN AND OTHER DEPENDANTS****1. Dependent children**

- (a) A legitimate, legally recognised natural or adopted child deemed to be a dependant of a staff member is a child whose continuous maintenance and education are ensured by that staff member, and who lives continuously with the family, in the locality where the staff member is in post or in the locality where the other parent lives.
- (b) The staff member concerned must submit to the administrative section copies of documents legally certifying that the child is dependent on him for material support.
- (c) A child shall not be considered a dependant of the staff member:
  - when it attains the age of 26,
  - when, before reaching that age, it is in receipt of a salary, income or fees in its own right,
  - where the staff member or spouse caring for the child receives, under his or her national laws or regulations, or those of the host country, an allowance of the same nature.
- (d) The administrative section shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the corresponding allowances be produced.

**2. Other dependants**

- (a) A person other than a dependent child as defined in paragraph 1 may be considered a staff member's dependant on the following conditions:
  - he is a parent or other close relative by blood or marriage,
  - he lives continuously with the staff member or his spouse, or is regularly admitted to an institution giving specialist medical care,
  - the person concerned does not have adequate resources of his own to support himself.
- (b) The staff member concerned must provide the administrative section with valid evidence that the person is dependent on him for material support.
- (c) The administrative section shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the associated allowances be produced.

## ANNEX IV

**HANDICAPPED DEPENDANTS**

1. A dependant is deemed to be handicapped if it is established by medical evidence that he is suffering from a serious and permanent disability necessitating either special care or supervision not provided free of charge, or special education or training.
2. The decision to pay the allowance shall be made by the Director after consulting a board which he shall constitute for the purpose, and which shall include at least one medical practitioner. The Director's decision shall specify the period for which the allowance is to be paid, subject to review.
3. The criterion for entitlement to the provisions of these Regulations shall be the serious and continuing impairment of physical or mental activities.

Dependent persons may thus be deemed to be handicapped where they suffer from:

- serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, myopathy and autonomic paralysis,
- serious affection of the locomotor system,
- serious affection of one or more sensory systems,
- chronic and disabling mental illness.

The above list shall not be deemed to be exhaustive. It is given by way of indication only, and shall not be taken as a basis for assessing the degree of disability or incapacity.

4. The amount of the allowance shall be equal to the amount of the allowance for a dependent child, and shall be additional thereto.
5. In the event that the staff member concerned or his household is entitled to a similar allowance under a national or international scheme, the amount of the allowance payable by the Institute shall be the amount by which the rate payable under these Regulations exceeds the amount payable under the national or international scheme.

## ANNEX V

**RENT ALLOWANCE**

1. The amount of the allowance shall be a proportion of the difference between the actual rent paid, excluding all charges mentioned in Article 11(5)(a), and a sum calculated as follows:
  - (a) 15 % of net basic salary for staff members of grades C and B, up to and including B4;
  - (b) 20 % of net basic salary for staff members of grades B5 and B6;
  - (c) 22 % of net basic salary for staff members of grades A1 and L1.
2. The said proportion shall be:
  - (a) 50 % for single staff members and married staff members with no dependants;
  - (b) 55 % for staff members with one dependant;
  - (c) 60 % for staff members with two or more dependants.
3. The allowance shall not exceed:
  - (a) 10 % of net basic salary of the staff member concerned in the case of grades C to B4 inclusive;
  - (b) 15 % of net basic salary in the case of grades B5 and B6, and A1 and L1.

*Net basic salary shall be deemed to mean the actual basic salary as given in the annual scales agreed by the Board, but excluding any other additions to or deductions from remuneration.*

## ANNEX VI

## TRAVEL COSTS AND REMOVAL EXPENSES

SECTION I — **Travel costs of staff members and their families between their place of residence and duty station**

1. Staff members whose place of residence is more than 100 km or 60 miles from their duty station shall be entitled, subject to Article 22 of these Regulations, to reimbursement of the actual costs of travel:
  - (a) on taking up their appointment, for travel from their place of residence to their duty station;
  - (b) on transfer from the duty station where they were recruited to another duty station more than 100 km or 60 miles away;
  - (c) on leaving their appointment:
    - either for travel from their duty station to their place of residence at the time they were recruited;
    - or, for travel from their duty station to a place of residence other than that mentioned above, provided that the expenditure to be reimbursed is not greater.
2. Reimbursement of the travel costs mentioned in paragraph 1 shall be totally or partially refused in the following cases:
  - (a) where entitlement has not been established at the time a staff member takes up his appointment;
  - (b) if all or part of the expenditure in question has been paid by a government or other body;
  - (c) where a staff member leaves his appointment, if the journey does not take place within a period of three months starting from the date the staff member's duties cease, or if the application for reimbursement has not been received by the administrative section within 30 days of the journey;
  - (d) when the staff member's duties cease, if the person concerned has resigned before completing twelve months' service at the Institute.
3. Staff members who satisfy the conditions listed in paragraphs 1 and 2, and who receive household allowance, shall also be entitled to:
  - (a) reimbursement of travel costs actually incurred by their spouse and dependent children when they join the staff member at his duty station;
  - (b) reimbursement of travel costs actually incurred by their spouse and dependent children when they move from one duty station to another duty station situated over 100 km or 60 miles away, if the duration of the transfer is unspecified but exceeds two months;
  - (c) reimbursement of travel costs actually incurred by their spouse and dependent children when their duties cease, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the Institute.
4. Spouses and dependent children <sup>(1)</sup> shall be deemed to be of the same grade as the staff member concerned.

SECTION II — **Removal expenses**

1. Staff members whose place of residence is more than 100 km or 60 miles from their duty station shall be entitled to the reimbursement of expenses actually incurred for the removal of their household effects on the following occasions:
  - (a) on taking up their appointment;
  - (b) on transfer of indefinite duration exceeding two months from one duty station to another duty station that is more than 100 km or 60 miles away;
  - (c) when leaving the Institute, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the Institute.

<sup>(1)</sup> Or dependants as defined in Annexes III and IV.

2. Reimbursement of expenses incurred for removal of household effects, including packing <sup>(1)</sup>, shall be made up to the following limits:

- (a) For staff members entitled to household allowance:

|            |          |                      |
|------------|----------|----------------------|
| Hors grade | 7 000 kg | or 46 m <sup>3</sup> |
| A and L    | 6 000 kg | or 40 m <sup>3</sup> |
| B and C    | 3 000 kg | or 20 m <sup>3</sup> |

Plus 750 kg or 5 m<sup>3</sup> per child residing with the staff member.

- (b) For staff members not entitled to household allowance:

|            |          |                      |
|------------|----------|----------------------|
| Hors grade | 5 000 kg | or 33 m <sup>3</sup> |
| A and L    | 4 000 kg | or 27 m <sup>3</sup> |
| B and C    | 2 000 kg | or 13 m <sup>3</sup> |

To claim expenses under the provisions of this Section, staff members must submit to the Head of Administration and Personnel, for prior approval, at least two estimates of removal expenses, from different companies, together with an inventory of their household effects <sup>(2)</sup>. Reimbursement shall be made only within the limits of the entitlement and on the basis of the lower estimate.

3. Staff members may only claim reimbursement under this Section if the expenditure in question is not reimbursable by a government or other authority.

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<sup>(1)</sup> Reimbursement does not extend to the costs of insuring household effects.

<sup>(2)</sup> The two estimates must refer to the same weight (or volume), transported over the same distance.

## ANNEX VII

## OFFICIAL DUTY EXPENSES

*Staff members travelling on official Institute duty shall be entitled to reimbursement of all of their travel costs and to a daily allowance to cover subsistence when away from their place of duty in accordance with Article 18 of these Regulations.*

## SECTION I — Means of transport

Travel by staff members on duty shall be performed by the most economic means available, subject to the derogations provided for in this Section <sup>(1)</sup>.

Air and rail travel are considered to be the normal means of transport. The Director may, however, authorise staff members on official duty to use a private or official car, in particular when a doctor certifies that they cannot travel by air for medical reasons, and travel by rail is either not possible, too long or too expensive.

If a staff member travelling on official duty chooses, and is authorised, to travel by means other than the most economic available, the following rules shall apply:

- he shall be entitled only to reimbursement of the cost of the journey by the most economic means of transport,
- he shall be entitled to subsistence allowance only for the length of time he would have taken had his journey been made by the most economic means available,
- working time taken by him in consequence of such travel in excess of the time which would have been taken had he travelled by the most economic means available will count against his annual leave entitlement.

## 1. Air travel

Except where authorised by the Director, all travel shall be in 'economy' class or the equivalent.

## 2. Rail travel

- (a) Grades A and L shall be entitled to first-class travel;
- (b) grades B and C shall be entitled to second-class travel;
- (c) for journeys by rail involving night travel of a minimum duration of six hours, staff members shall be entitled to reimbursement of the costs of sleeping berths, but not of sleeping compartments; if the latter are used, staff members shall be entitled to reimbursement of the costs of 1st or 2nd class sleeping berths, depending on their grade.
- (d) the Director may authorise staff members of lower grades to travel with staff members of higher grades where this facilitates the transaction of official business; in such cases reimbursement shall be at the higher rate.

## 3. Road journeys — use of private cars

- (a) Staff members may be authorised to travel by private car in the interests of the Institute. In such cases, they shall be entitled to an allowance per kilometre calculated on the basis of the quickest usual route. The allowance shall be calculated on the basis of the rate applying in the country where the Institute is located, irrespective of the country or countries where the travel takes place. The rates in use shall be promulgated in an administrative memorandum <sup>(2)</sup>.
- (b) If the staff member concerned has been authorised to carry other members of the Institute, he shall be paid an additional allowance per kilometre equal to 10 % of the rate of the kilometric allowance for each passenger <sup>(3)</sup>; if the route followed involves special charges (such as tolls, or transport of the car by ship or car ferry), such charges shall be reimbursed on production of supporting vouchers, except for any costs of air travel.
- (c) Staff members using their own cars must show beforehand that they hold an insurance policy covering third party risks and risks to passengers in particular.
- (d) In the event of an accident, the Institute will not refund the cost of any damage to property.

<sup>(1)</sup> These provisions may be extended to temporary staff, as decided by the Director.

<sup>(2)</sup> The total sum paid may not exceed the amount that the Institute would otherwise have had to disburse.

<sup>(3)</sup> In such cases, 'passengers' shall not be entitled to any reimbursement of travel costs.

**SECTION II — Subsistence allowance for staff members travelling on official duty**

1. Staff members travelling on official duty shall be entitled to subsistence allowance at the rates decided each year by the Board. The rates of allowances for missions in member countries of the Coordinated Organisations are expressed in local currency.

However, the Director may authorise:

- (a) special rates for countries where the cost of living is higher or lower than the normal rates;
  - (b) the payment of subsistence allowance at a higher rate than that to which staff members would normally be entitled if this will facilitate the transaction of official business;
  - (c) the payment of an allowance if sick leave has to be granted during the mission, except where the mission is being carried out in the place where the staff member lives.
2. Subsistence allowance shall be calculated as follows:
    - (a) staff members shall be entitled to one day's subsistence allowance for each complete 24-hour period of duty <sup>(1)</sup>;
    - (b) no subsistence allowance shall be payable for periods of less than four hours;
    - (c) where the period of duty is four hours or more but less than eight hours, the staff member shall be entitled to one-quarter of the daily allowance. He shall likewise be entitled to one-quarter of the daily allowance in respect of any period of four hours or more but less than eight hours in excess of any complete period of 24 hours;
    - (d) where the period of duty is eight hours or more without hotel accommodation, the staff member shall be entitled to one-half of the daily allowance. He shall likewise be entitled to one-half of the daily allowance in respect of any period of eight hours or more but less than 24 hours in excess of any complete period of 24 hours;
    - (e) where the mission necessarily involves hotel accommodation, the staff member concerned may be paid the full daily allowance;
    - (f) a notional period shall be added to the actual journey time for the purpose of calculating subsistence allowance to allow for travelling time to the main station or airport. This period will be as follows:
      - two hours for train journeys,
      - three hours for air travel.

3. Reduced subsistence allowance

The allowance shall be reduced:

- (a) when the journey involves meals or overnight accommodation: by 15 % for each main meal and by 50 % for overnight accommodation provided in the fare;
- (b) by three-tenths if a staff member travels by night ferry, sleeping berth or compartment, by rail or by air, for the period covered by the travel;
- (c) by three-tenths if a staff member travels on official duty to the town of his official home when his family is still in residence there;
- (d) by three-quarters when accommodation is provided by an external body.

4. Additions to subsistence allowance

The allowance shall be deemed to cover all the expenses liable to be incurred by a staff member travelling on duty, except the expenses listed below, for which additional reimbursement may be claimed:

- (a) visa fees and similar charges arising directly from travel on official duty;
- (b) excess luggage charges authorised expressly by the Director;
- (c) postal, telegraphic and long-distance telephone charges incurred for official purposes;

<sup>(1)</sup> These periods are to be counted as from the date and time of departure from the Institute or the staff member's home up to the date and time of return to the Institute or home. If the staff member is on leave before the beginning of the mission, the date and time to be taken are those when the mission began, and if the staff member is on leave immediately after the end of the mission, the date and time to be used are those when the mission ended.

- (d) hospitality expenses incurred by staff members in conformity with conditions laid down by the Director;
- (e) taxi fares, provided the Director has given his prior approval and evidence of the expenditure is produced.

If in certain circumstances the expenditure on accommodation exceeds 60 % of the daily subsistence allowance, the Institute may reimburse the excess amount partially or totally on presentation of vouchers and sufficient proof that the additional expenditure was unavoidable. This reimbursement may not exceed 30 % of the daily subsistence allowance.

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#### ANNEX VIII

### SICK LEAVE, MATERNITY LEAVE AND OTHER SPECIAL LEAVE

#### 1. Absence for health reasons and sick leave

- (a) Staff members absent owing to sickness or accident for more than three consecutive days shall be required to produce a medical certificate within three days of ceasing work.
- (b) Absences occasioned by sickness or accident that last no more than three days and for which no medical certificate is provided may, if they exceed nine working days in any one calendar year, entail a corresponding reduction in the annual leave due to the staff member concerned or a corresponding reduction in his emoluments if he has already taken his annual leave in full.
- (c) Staff members absent owing to sickness or accident are entitled, on production of a medical certificate, to sick leave with full pay and allowances for a maximum period of 13 consecutive weeks. They shall reimburse to the Institute that part of the sickness benefit to which they are entitled, for the same period, under the social security legislation in force in the host State.
- (d) Continuous absence owing to sickness or accident exceeding thirteen consecutive weeks may be regarded by the Director as grounds for termination of contract.
- (e) Frequent recurrence of short periods of illness may be regarded by the Director as grounds for termination of contract.
- (f) The Director of the Institute may at any time require the staff member concerned to undergo a medical examination.

#### 2. Infectious diseases, vaccination and accidents

- (a) Any staff member contracting an infectious disease must absent himself from duty and report the circumstances immediately to the Head of Administration and Personnel. If an infectious disease is reported among the family or intimate friends of a staff member, the latter must immediately inform the Head of Administration and Personnel and conform to such health precautions as may be prescribed by that officer. All staff members who have been in contact with a person who has contracted an infectious disease and are as a result obliged to absent themselves from duty shall be entitled to all of their emoluments; such absence shall not be deducted from either their sick leave or their annual leave entitlements.
- (b) Staff members shall submit to any preventive vaccinations or inoculations that may be required.
- (c) All accidents to staff members, whether incurred at work or outside the Institute, however trifling they may appear at the time, must be reported immediately by the staff member to the Head of Administration and Personnel, together with the names and addresses of any witnesses.

#### 3. Special leave and maternity leave

- (a) Special leave with full or part pay, not exceeding 10 working days per year, or without pay, may be granted by the Director for exceptional or urgent private reasons.
- (b) Special leave of five working days with full pay shall be granted on the occasion of the marriage of a staff member. Staff members shall be granted identical leave on the death of a spouse, of a direct descendant or of a direct ascendant.
- (c) Maternity leave on full pay, and not to be charged against sick or annual leave, shall be granted to staff members on production of an appropriate medical certificate. Maternity leave shall be for sixteen weeks, beginning six weeks before the expected date of birth. If the birth occurs after the expected date, the leave shall be extended until the expiry of ten weeks following the birth.

The staff members concerned must repay to the Institute that part of the maternity allowance to which they are entitled for the same period under the French social security system.

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## ANNEX IX

**COMPOSITION AND PROCEDURES OF DISCIPLINARY BOARDS****1. Composition of the Disciplinary Board**

The Disciplinary Board shall consist of:

- (a) a grade A or L staff member nominated by the Director, other than the Head of Administration and Personnel or the person to whom the staff member concerned is responsible, as chairman;
- (b) a staff member nominated by the Director;
- (c) a staff member of the same grade as the staff member concerned and nominated by him;
- (d) the Head of Administration and Personnel, acting as legal adviser, without the right to vote.

**2. Procedure**

- (a) The Disciplinary Board shall take note of all the documents relevant to the consideration of the case. It shall, if he so requests, hear the interested party. The interested party may have the assistance of, or be represented by, a staff member. The Disciplinary Board shall also hear any person it deems advisable to summon.
  - (b) The Disciplinary Board shall act in private. Its members shall not divulge any information which may have come to their knowledge during the proceedings, or any particulars of the proceedings.
  - (c) The Disciplinary Board shall give its reasoned opinion to the Director. That opinion shall include a recommendation as to whether a sanction is appropriate, and if so the severity of that sanction.
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## ANNEX X

**APPEALS BOARD****A. Jurisdiction**

The Appeals Board will have authority to settle disputes arising out of violations of these Regulations or of the contracts provided for in Article 7. To that end it shall have jurisdiction with regard to appeals brought by serving or former staff members, or by their heirs and assigns, against a decision of the Director.

**B. Composition and status**

- (a) The Appeals Board shall be composed of a chairman and two members. They may be replaced by deputies. The chairman or one of the members and one of their deputies must have legal qualifications.
- (b) The chairman, his deputy, the members and their deputies shall be appointed by the Board of the Institute for a period of two years, from outside the staff of the Institute. If any of them is at any time unable to serve, a new appointment shall be made for the unexpired term.
- (c) No meeting of the Appeals Board is in order unless the chairman, or his deputy, and two members, or their deputies, are present.
- (d) The members of the Board shall be fully independent in the exercise of their duties.
- (e) The emoluments of the chairman, members and deputies shall be fixed by the Board of the Institute.
- (f) The Appeals Board shall establish its own rules subject to the provisions of this Annex.

**C. Secretariat**

- (a) The Secretary of the Board shall be appointed by the Director and shall be a member of the staff of the Institute.
- (b) In the exercise of his duties, the Secretary of the Board shall act as a registrar and shall be subject only to the authority of the Board.

**D. Appeals**

- (a) Appeals submitted to the Board shall only be admissible if the appellant has previously failed to obtain satisfaction through an internal administrative appeal to the Director.
- (b) The appellant shall have a period of twenty days from notification of the decision complained of or the date of rejection of the mediator's findings in which to submit a written request that such decision be withdrawn or modified by the Appeals Board. That request shall be addressed to the Institute's Head of Administration and Personnel, who shall acknowledge receipt of it and initiate the procedure for convening the Board.
- (c) Appeals must be lodged with the Secretariat of the Appeals Board within two months of the date of notification of the decision complained of. Nevertheless, in exceptional cases, in particular where pensions are concerned, the Appeals Board may admit appeals lodged within one year of the date of notification of the decision complained of.
- (d) Appeals must be in writing; they must state all grounds of appeal put forward by the appellant and supporting documentary evidence must be produced at the same time.
- (e) Appeals shall not stay the execution of the decisions complained of.

**E. Preliminary procedure**

- (a) Appeals shall be transmitted immediately to the Director, who must make his comments thereon in writing. A copy of these comments shall, within one month from the date of lodging the appeal, be communicated to the Secretary of the Board, and to the appellant, who within twenty days may make a reply in writing, a copy of which shall be communicated immediately to the Director by the Secretary of the Board.
- (b) Appeals, together with the memorandums and the documentary evidence in support, the comments of the Director and the appellant's reply, if any, shall be communicated to the members of the Board by its Secretariat within three months of the lodging of the appeal and at least fifteen days before the date of the meeting at which they are to be considered.

**F. Convening of the Board**

The Appeals Board shall be convened by its chairman. It shall in principle consider appeals submitted to it within four months of the date on which they were lodged.

**G. Meetings of the Board**

- (a) The meetings of the Appeals Board shall be held in private (unless the Board decides otherwise). The Board shall deliberate in secret.
- (b) The Director or his representative, together with the appellant, shall attend the proceedings and may make oral statements in support of the grounds adduced in their memorandums.
- (c) The Board may require the production of any document that it deems useful for the consideration of the appeal before it. Documents so produced must also be communicated to the Director and the appellant.
- (d) The Board shall hear the parties and such witnesses as it deems may usefully depose in the proceedings. Any staff member called as a witness must appear before the Board and may not refuse to give the required information.
- (e) Persons attending a meeting of the Board shall in no case divulge any facts coming to their notice or any opinions expressed during the proceedings.

**H. Decisions of the Board**

- (a) In exceptional circumstances, the Board may make an interim order staying the execution of the measure complained of, pending a final decision in accordance with the following paragraphs.
  - (b) Decisions shall be taken by majority vote. They must be rendered in writing and must state the grounds on which they are based. There shall be no appeal from them, and they shall be enforceable for both parties within one clear day of their notification.
  - (c) The Board may, however, be requested to rectify a clerical or accidental mistake in a decision rendered. Requests for rectification must be submitted within six months of the date when the mistake was noted.
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## **STAFF REGULATIONS OF THE EUROPEAN UNION SATELLITE CENTRE <sup>(1)</sup>**

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<sup>(1)</sup> Adopted by the Council by written procedure on 21 December 2001 (OJ L 39, 9.2.2002, p. 44), pursuant to Article 9(3) of Council Joint Action No 2001/555/CFSP of 20 July 2001 (OJ L 200, 25.7.2001, p. 5) and, with regard to Title II, Chapter III, Article 14(2) and Title II, Chapter IX, amended by the Director with the assent of the Board on 15 June 2005, pursuant to Article 1(3) of the Staff Regulations. (New version replacing the previous version of 21 December 2001 (OJ L 39, 9.2.2002, p. 44)).

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## PRELIMINARY REMARKS

*The Staff Regulations of the European Union Satellite Centre have been drawn up in parallel with those of the Institute for Security Studies, which explains the considerable similarities between the two texts. However, it must be stressed that there are differences, owing to certain specific features of the Centre.*

*The Centre is an operational body, which explains for instance why staff members must, in exceptional cases assume responsibility at a higher level than that warranted by their posts or why they have to work outside 'normal' working hours.*

*The particular location of the Centre, in a military airbase in the host country, is the second factor which justifies certain differences, particularly as regards security and transport.*

## PREAMBLE

The Satellite Centre is an agency of the European Union, affiliated to the Coordinated Organisations.

## Article 1

These Regulations define the status, rights, duties and responsibilities of the members of the staff of the European Union Satellite Centre, hereinafter referred to as 'the Centre'.

The staff of the Centre comprises natural persons who hold contracts as staff members or temporary staff. Paid experts and trainees are subject to specific provisions listed in Title IV.

The Director of the Centre is authorised to make such amendments to these Regulations as prove necessary, with the assent of the Board.

These Regulations shall apply to all staff members except where the Board has taken decisions to the contrary in respect of *hors grade* personnel.

## TITLE I

## GENERAL PROVISIONS

## Article 2

## Provisions applicable to all staff members

1. Authority

Staff members shall be subject to the authority of the Director and responsible to him for the performance of their duties, which they shall undertake to carry out as scrupulously and conscientiously as possible.

2. Declaration

On accepting engagement with the European Union Satellite Centre each staff member shall subscribe to the following declaration:

'I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as member of the staff of the European Union Satellite Centre, and to discharge these functions with the interests of the Centre only in view. I further undertake not to seek or accept instructions in regard to the performance of my duties from any government or from any authority other than the Centre.'

3. Conduct

Staff members shall conduct themselves at all times in a manner compatible with their status as representatives of the European Union Satellite Centre. They shall abstain from any action or activity that may in any way undermine the dignity of their position or the good name of the Centre.

4. Financial responsibility

Staff members may be required to reimburse the Centre, either partly or in full, any financial loss suffered by it owing to their negligence, or because they have deliberately violated any regulation or procedure approved by the Board or the Director.

5. Security

Staff members shall, on engagement, acquaint themselves with the Centre's security regulations. They shall sign a declaration whereby they acknowledge their disciplinary and financial responsibility in the event of non-compliance with those regulations.

- (a) All staff members, including seconded experts and seconded experts from third-States, may be required to have security clearance giving them access to classified documents in the course of their duties. A request for such clearance will be addressed to the competent authorities by the Centre's Security Officer. Pending official clearance, temporary clearance may be granted by the Director.
- (b) Staff members shall inform the Security Officer immediately in the event of the suspected loss or compromise of a classified document.

## TITLE II

## STATUS OF STAFF MEMBERS

## CHAPTER I

## GENERAL PROVISIONS

## Article 3

## General provisions applicable to staff members

*Staff members of the Centre are natural persons holding contracts as defined in Chapter II below, and occupying budget posts listed in the table of staff annexed each year to the Centre's budget.*

1. Privileges and immunities

The privileges and immunities conferred on staff members are accorded in the interests of the European Union Satellite Centre and not for their personal convenience. They must not be used to avoid private obligations, or as an excuse for failure to observe the laws or police regulations of the host State.

In any incident where these privileges and immunities are involved, the staff member concerned shall immediately report the incident to the Director. In the event of infringement of local legislation, the Director may decide to waive the privileges or immunities if he deems this necessary.

## 2. Assistance and compensation

The Centre shall provide assistance to staff members who, by reason of their current appointment or duties at the Centre, and through no fault of their own, are subject to threats, insults, defamation or attack. Compensation for any material damage sustained may be granted provided that:

- the staff members have not wilfully or through negligence provoked the damage in question,
- no redress has been obtained,
- staff members make over to the Centre any claims they may have against a third party, in particular insurance companies.

All decisions in this matter that could involve action or payments by the Centre shall be taken by the Director, who has a discretionary power in assessing the circumstances of the case, what form the assistance should take and what compensation, if any, should be granted.

## 3. Proprietary rights

All rights, including title, copyright and patent rights, in any work carried out by a staff member in the performance of his official duties, shall be vested in the Centre.

## 4. External activities

Vis-à-vis outside organisations and persons, staff members shall obtain the prior approval of the Director if they wish to:

- make any public statement, in particular to any public information body, concerning the Centre's activities,
- give lectures or engage in teaching activities directly connected with their work at the Centre,
- accept fees or remuneration for the aforesaid activities,
- accept decorations or honours, or any material advantages associated with these.

## 5. Candidacy for public or political office

- (a) Staff members who for personal reasons wish to stand for public or political office shall notify the Director of this intention.
- (b) Any staff member who stands for public or political office shall be given unpaid leave starting on the date he declares that he is beginning his electoral campaign.

- (c) If elected, the staff member shall request termination of his contract. Such termination shall not carry any entitlement to loss-of-job indemnity.
- (d) If he does not accept the public or political office, the staff member shall be entitled to resume his appointment with the same salary and seniority from which he benefited at the time his unpaid leave began.
- (e) Time spent on unpaid leave shall not count towards seniority or pension rights. During his leave the staff member may be replaced by temporary staff.

## CHAPTER II

### RECRUITMENT AND CONTRACTS

#### Article 4

#### Recruitment

1. Offers of employment shall be made by the Director, except in respect of the post of Director. The Centre shall be responsible for publishing vacant posts.
2. Candidates under 18 or over 60 years of age will not normally be considered for engagement.
3. Candidates closely related by blood or marriage to a staff member will not normally be selected for engagement. Exceptions may be authorised by the Director, provided that neither of the persons concerned serves in a capacity subordinate to the other.
4. Recruitment of staff members shall be limited to nationals of the Member States of the European Union.
5. Staff members shall be engaged at the lowest step of the grade of the post for which they are selected. However, the Director may grant a higher step where this is justified.
6. The Director shall determine which posts are to be filled by examination or competition, and shall lay down the tests for engagement which candidates for such posts will be required to pass. Examining or selection boards shall be chosen by the Director from among the staff of the Centre, to which he may add an external examiner.
7. The travel and accommodation costs of candidates invited to the Centre for interview or examination shall be met on the same conditions as those applying to staff members travelling on duty <sup>(1)</sup>.

<sup>(1)</sup> See Annex VII to these Regulations.

## Article 5

**Age limit for employment**

The age limit for employment is set at the end of the month in which the staff member reaches the age of 65. The Director may authorise extensions up to a maximum of 12 extra months.

## Article 6

**Medical examinations**

1. Engagement of staff members shall be subject to a statement from a doctor approved by the Centre certifying that the candidate is physically fit for employment with the Centre and for the duties of his post, and that he is free from any disability or disease that would represent a risk to other staff members.

2. Staff members shall be required to undergo a medical examination each year.

3. The doctor approved by the Centre shall provide expert advice to the Director on the unsuitability of any staff member to continue to occupy his post.

4. If the results of an annual or other medical examination show that a staff member is no longer able to carry out his duties, his contract shall be terminated within three months and a medical board shall be convened to establish his entitlement to invalidity pension.

## Article 7

**Contracts and length of contracts****1. Initial contracts**

Apart from specific provisions applicable to the Director, initial contracts given by the Centre shall be for three years. These contracts may be renewed by the Director for the same or shorter periods, with the staff member's agreement.

**2. Probationary period**

The first six months of initial contracts shall be a probationary period beginning on the date of entry into service.

During that period, contracts may be terminated, without any right to loss-of-job indemnity, with one month's notice given by the Centre or the staff member.

At the end of the probationary period, or earlier, the staff member shall receive notice in writing that his contract is confirmed or terminated.

The probationary period shall form an integral part of the period of the initial contract. It shall count towards seniority and pension rights.

**3. Termination of contracts**

In the situations provided for in Annex I, contracts may be terminated or not renewed by the Centre or the staff member himself:

(a) *By the Centre,*

(i) with six months' notice:

- as a result of the suppression of the budget post occupied by the staff member,
- through a change in the nature or functions pertaining to the post,
- because of the professional inadequacy of the staff member, duly recorded in two successive annual reports, or
- through physical unfitness of the staff member that has occurred while serving.

(ii) with a maximum of one month's notice, following any disciplinary procedures that have established a misdemeanour or responsibility of the staff member as defined in Chapter VII below.

(b) *By the staff member,* with three months' notice for any personal reasons that he is not required to state.

**4. Compensation for loss of jobs**

Other than for disciplinary reasons, the termination or non-renewal of a contract by the Centre shall entail:

1. for staff members with more than 10 years' service, the settlement of deferred pension rights, accompanied by the payment of a loss-of-job indemnity under the conditions set out in Annex I;
2. for staff members with less than 10 years' service, the payment of a leaving allowance, with loss-of-job indemnity for staff members whose contracts have been prematurely terminated, under the conditions set out in Annex I;
3. for staff members whose contracts have been terminated for reasons of physical unfitness and whose permanent invalidity has been established by an ad hoc medical board, the granting of invalidity under the conditions laid down in the Pension Scheme Rules.

The termination or non-renewal of a contract by a staff member shall not entitle him to loss-of-job indemnity <sup>(1)</sup>.

<sup>(1)</sup> For the conditions governing entitlement and calculation of loss of job indemnity, see Annex I.

## 5. Reduced notice of termination

If the interests of the service so require, the period of notice stipulated at paragraph 3(a) above may be reduced; in that case the staff member concerned shall be entitled to the payment of an additional sum representing the salary and allowances that he would have received if the actual date of expiry of his contract had coincided with the end of a six-month period of notice.

These provisions shall not apply in the case of termination for disciplinary reasons.

## CHAPTER III

### SALARIES AND ALLOWANCES

#### Article 8

##### General provisions

The remuneration paid to members of the staff of the Centre shall include basic salary, expatriation allowance, and family and social allowances.

Contributions and deductions shall be made from these emoluments in respect of internal tax, the pension scheme and social welfare.

Staff members' current accounts shall be credited with the amount due during the last working week of the month.

Changes in staff members' personal circumstances that may have financial consequences shall be taken into account for the remuneration of the month during which changes are notified to the Centre's administrative section; changes to remuneration already paid may not be made.

All over-payments shall be reimbursed by the staff member to the Centre.

#### Article 9

##### Basic salary

Net basic salary shall be the amount shown for the grade and step of a staff member in the scales approved each year by the Board.

Gross basic salary shall correspond to net basic salary plus the internal tax due from the staff member.

## Article 10

### Expatriation allowance

This allowance shall be paid to staff members in A, L and B grades who, at the time of their first appointment, were not nationals of the State in whose territory their permanent place of duty is situated and who had not been continuously resident in that State's territory for three years.

This allowance shall cease to be payable if a staff member is transferred to the country of which he is a national.

The amount of the allowance shall be calculated in accordance with Annex II.

Where a staff member is appointed by the Centre immediately after having been employed in the country where he performs his duties by another international organisation or administration, years of service with his previous employer shall be taken into account when calculating entitlement to the allowance and the amount.

## Article 11

### Family and social allowances

These allowances shall be added to basic salary monthly.

#### 1. Household allowance:

This allowance:

- (a) shall be paid to any staff member who is married, widowed, divorced, legally separated or single and has at least one dependant within the meaning of Annex III to these Regulations;
- (b) shall be equal to 6 % of net basic salary;
- (c) in the case of a married staff member who has no dependants but whose spouse is gainfully employed, the allowance payable shall be the difference between the net basic salary for grade B3 step 1 plus the allowance to which the staff member would be entitled in theory, and the earned income of the spouse. If the latter amount is equal to or greater than the former, no allowance shall be payable;
- (d) shall not be paid to a staff member whose spouse is a member of an international organisation and has a higher basic salary than the staff member.

## 2. Children's and other dependants' allowance:

This allowance:

- (a) shall be paid to staff members who mainly and continuously maintain either a legally recognised child or another member of their family by virtue of a legal or judicial obligation, or a child who has lost both parents and for whom they have assumed responsibility;
- (b) shall be a fixed amount for each dependant, set each year in the scales approved by the Board;
- (c) where both spouses work for international organisations, shall be paid to whichever of them is in receipt of household allowance or equivalent;

Definitions and the conditions under which this allowance is granted are set out in Annex III.

## 3. Education allowance

Staff members who are entitled to household allowance, and whose dependant children, as defined in Annex III are in full-time primary, secondary or higher education <sup>(1)</sup>, shall be entitled to an annual education allowance. The allowance shall be equal to twice the amount of the dependant child's allowance, and shall be payable for each child in one sum at the beginning of the school year. The staff member concerned shall provide to the administrative section all supporting evidence of expenditure at the beginning of each school year.

## 4. Handicapped children's and other dependants' allowance

- (a) An allowance for handicapped children or dependants shall be paid to staff members who are primarily and continuously responsible for their care. The child or dependant must fulfil the criteria and conditions set out in Annex III.
- (b) The details of allocation and payment of the allowance are given in Annex IV.

## 5. Rent allowance

- (a) This allowance shall be paid monthly to grade B, C, A1, A2, L1 and L2 staff members who are tenants or sub-tenants of accommodation and who pay a rent — excluding service charges considered to be the liability of the tenant in the country of residence — that exceeds a specified proportion of their emoluments.
- (b) The method of calculating the allowance is set out in Annex V.
- (c) Staff members in receipt of rent allowance shall inform the Head of Administration and Personnel immediately of any change in their circumstances that could affect their eligibility for the allowance.

<sup>(1)</sup> i.e. excluding nursery school or equivalent.

## (d) The allowance shall not be paid to staff members:

- who receive a similar national benefit from the government of which they are nationals,
- whose spouse receives a similar allowance from another international organisation.

## 6. Transport allowance

Since the duty station is remote from residential areas and the Satellite Centre is located in a military base which is not served by public transport, staff of the Centre shall receive a flat-rate monthly transport allowance. The amount of the allowance shall be set by the Director at the beginning of each calendar year.

## Article 12

### Extra duties allowance

- (a) An extra duties allowance may be granted by the Director to staff members who are required, in the interests of the service, to assume temporarily part or all of the responsibilities of a staff member of a higher grade. The allowance shall be paid on the basis of the remuneration of two additional steps in the grade of the staff member and shall not take effect until the Director has confirmed the staff member's extra duties and the staff member has completed one month's continuous service in the higher grade post. The allowance shall be due from the actual date on which that service began.
- (b) An allowance for additional responsibility may be attached to certain posts on a case-by-case basis by the Director if the staff member has to assume responsibility for managing a team of staff members of the same grade as his own. The maximum amount of such allowance shall be set by the Director at the beginning of each calendar year.

## Article 13

### Installation allowance

1. An installation allowance shall be paid to staff members whose place of residence was more than 100 kilometres from their duty station at the time they accepted employment with the Centre.
2. The amount of the allowance shall be 30 days' basic salary.
3. Installation allowance shall be paid in advance to the staff member when he assumes his duties at the Centre.

4. Staff members shall be required to reimburse half the installation allowance if they leave their appointment of their own accord before two years have elapsed.

5. The Director may authorise an exception to the provisions governing reimbursement where their strict application might cause special hardship.

#### Article 14

### Deductions

#### 1. Internal tax

Internal tax shall amount to 40 % of the basic salary in respect of a given grade and step. This sum shall be added to net basic salary to give gross basic salary. This sum shall be shown as a monthly deduction on pay slips.

#### 2. Contributions to pension schemes

A monthly deduction as approved by the Coordinated Organisations for the pension scheme applied to staff members and corresponding to a percentage of net basic salary shall be made from staff members' emoluments and paid into the Centre's pensions budget.

#### 3. Contributions to supplementary insurance scheme

A monthly deduction in respect of supplementary insurance shall be made from staff members' emoluments. The percentage shall be determined, at the beginning of the year for the following 12 months, by agreement between the Centre and the insurance company operating the scheme. The amount deducted shall be added to the employer's contribution and paid at the end of the year to the company providing this insurance.

#### Article 15

### Salary advances and reimbursement

1. Unless decided otherwise by the Director, the Centre's Head of Administration and Personnel may, depending on available cash resources, authorise interest-free advances to members of the staff who can justify this need.

2. The amount of this advance shall not exceed three months' net basic salary.

3. Such advances shall be repaid by monthly deductions from staff members' emoluments; repayment must be completed within ten months of the end of the month in which the advance was granted.

#### CHAPTER IV

### TRAVEL COSTS

#### Article 16

### Installation and departure

1. Staff members shall be entitled to reimbursement of travel costs for the journey from their previous place of duty to the location of the Centre, in respect of themselves and members of their family living with them.

2. The same entitlement shall apply when staff members leave the service of the Centre and return to the country where they were in post before joining the Centre.

3. Reimbursement shall be made in accordance with the provisions of Annex VI, Section I of these Regulations.

#### Article 17

### Removal expenses

1. Staff members shall be entitled to reimbursement of the costs of removal from their previous place of duty to the location of the Centre.

The same entitlement shall apply when staff members leave the service of the Centre and return to the country where they were in post before joining the Centre.

2. Reimbursement of costs shall cover removal of staff members' personal household effects, excluding motor cars, boats or other forms of transport, up to the limits, in weight and volume, set out in Annex VI.

Reimbursement shall be made directly by the Centre, on production of the bill by the removal firm.

## Article 18

**Travel on duty**

Members of the staff of the Centre shall be entitled to reimbursement of expenses incurred in connection with travel on official duty ordered by the Director <sup>(1)</sup>.

Reimbursement shall concern travel costs proper plus accommodation and associated costs in the places to which staff members are sent. The conditions, rates and other details of reimbursement are set out in Annex VII.

## CHAPTER V

**INTERNAL ORGANISATION**

## Article 19

**Hours of work**

- (a) The normal working hours for staff members shall be 40 hours per week, to be completed in accordance with a general schedule set by the Director.
- (b) Flexible working hours may be agreed by the Director in accordance with staff members' personal circumstances or the constraints of their particular work.
- (c) Overtime. Overtime worked by staff members outside the normal working hours specified in (a) shall entitle them to time off in lieu or overtime pay. However, only overtime worked with the prior agreement of the relevant head of division/department shall be regarded as overtime. Every effort shall be made to keep overtime to a minimum.

Overtime worked shall entitle the staff concerned:

- (i) to time off in lieu; or
- (ii) where such time off cannot be granted owing to the requirements of the service, to overtime pay calculated at the rate of 133 % of basic salary.
- (d) Night work

Hours worked between 20.30 and 7.00 shall be paid at night work rates; however, if such hours are worked without a break following a day's work, they shall not be regarded as night work unless they extend into the above-mentioned period by more than 1½ hours.

Hours of night work not exceeding the number set out in (a) shall give entitlement to additional remuneration at the rate of 50 % of basic salary.

Overtime worked at night shall be paid at the rate of 150 % of overtime worked by day.

<sup>(1)</sup> Such reimbursement is representative of expenses, and should not be seen as additional remuneration.

- (e) If exceptional circumstances, decided at the discretion of the Director, so require, some staff members may be required to work at a weekend. In such cases, the hours worked shall give an entitlement to equivalent time off, in agreement with the Head of Administration and Personnel.
- (f) Overtime or night work by officials in grades A4, L4 and above shall carry no right to compensation or remuneration.

## Article 20

**Public holidays**

The list of public holidays shall be drawn up by the Director on the basis of the official list of public holidays published in the *Boletín Oficial del Estado* (BOE).

These public holidays shall not be deducted from staff members' annual leave entitlement.

If one of these days falls on a Saturday or Sunday, the Director may designate another day in lieu.

## Article 21

**Leave**1. Annual leave(a) *Entitlement*

Staff members shall be entitled to paid annual leave at the rate of 2,5 working days for each month of service completed. This entitlement shall apply each calendar year.

Staff members recruited between 1 April and 30 July shall be entitled to an advance of 15 days' leave from their annual entitlement if the leave is to be taken after the latter date.

If on 31 December a staff member has, owing to the exigencies of his work, an unexpended period of leave due, the Director or his delegate may authorise the carrying forward of all or part of the unexpended leave to the following year. Any entitlement carried forward but not taken by 31 March shall be cancelled.

(b) *Administrative procedure*

Staff members wishing to take leave within their entitlement as defined in (a), must obtain the prior authorisation of the Director.

A record of leave taken is kept by the Centre's administrative section. The procedure to be followed shall be set out in an internal memorandum signed by the Director.

(c) *Leave unexpended on departure of staff members*

Leave unexpended at the time staff members depart from the Centre shall be cancelled. However, if the Director certifies in writing that, owing to the exigencies of work, it was impossible for a staff member to take all his leave, the staff member shall be entitled to a payment of one thirtieth of his monthly net basic salary for each day of leave so accumulated.

2. Unpaid leave

If requested by a staff member, the Director may grant additional, unpaid leave up to a limit of 15 consecutive days.

This does not affect either seniority or pension rights.

However, the full deductions in respect of pensions and social welfare will be made as if the staff member had been paid normally for the period of unpaid leave.

3. Sick leave, maternity leave and other special leave

Special leave shall be granted, in addition to annual leave, for illness, maternity or exceptional circumstances.

Details and the procedures to be followed are given in Annex VIII.

*Article 22*

**Home leave**

(a) Staff members who are entitled to expatriation allowance shall be eligible for home leave, except for those staff members who, when appointed, held solely the nationality of the country of employment.

1. Home leave shall amount to 8 working days every two years, plus travelling time calculated on the basis of the fastest method of transport;

2. Home leave may be taken six months before the end of the period to which it relates. If it is not taken within six months after the end of the period to which it

relates, it shall be cancelled with respect to that two-year period. The date on which home leave is actually taken, for any given two-year period, shall not affect the date on which the next home leave is to be taken;

3. Where a husband and wife are both employed by the Centre and where both are entitled to home leave, it shall be granted in accordance with the following conditions:

(i) where both have their home in the same country, each shall be entitled to home leave in that country every two years;

(ii) where their homes are in two different countries, each shall be entitled to home leave in his or her respective country every two years;

(iii) the couple's dependant children and, if appropriate, the person accompanying those children, shall be entitled to only one period of home leave every two years; where the parents have their homes in two different countries, the home leave may be taken in either of those countries.

(b) Staff members who take home leave shall be entitled, in accordance with the procedures laid down in Article 18, to payment of the return travel expenses for themselves, their children and, if they receive a household allowance, for their spouses, but not to a daily allowance for the travelling time.

(c) Staff members who do not take their home leave shall have no entitlement to compensation.

(d) Home leave shall be granted on the following conditions:

(i) the person concerned must undertake in writing to spend the home leave in the country of his official home;

(ii) the person concerned must undertake in writing not to resign from the Centre in the six months following the end of the period to which the entitlement to home leave relates (regardless of the date on which that leave is actually taken);

(iii) the head of division/department must certify that he will in all probability require the services of the staff member during the period referred to in (ii).

Failure to comply with (i) will result in the staff member concerned being obliged to reimburse to the Satellite Centre all the payments received in connection with the home leave and may also result in the staff member's unexpended leave being reduced by the number of days home leave granted. The Director may decide to derogate from the provisions in (ii) and (iii) if he considers that their strict application would expose the staff member concerned to an injustice or to particular difficulties.

#### Article 22a

### Special leave

- (a) Staff members recalled to serve in the armed forces for a period of training shall be entitled to special paid leave of a maximum of two weeks a year or four weeks every two years. Periods of recall which extend beyond these limits shall be deducted from staff members' annual leave.
- (b) If staff members receive financial compensation from the national authority which recalled them, the amount of such compensation shall be deducted from their salary.

## CHAPTER VI

### REPORTS AND PROMOTION

#### Article 23

### General provisions

1. The work of all staff members, apart from the Director, shall be evaluated once a year, at the latest by 15 December.

Reports shall comment on the relative proficiency of staff members and shall provide the opportunity to congratulate staff members or, on the contrary, warn them of shortcomings with a view to an improvement in their service.

2. Reports shall concern the following criteria:

- (a) diligence and punctuality,
- (b) quality and speed of execution of work,
- (c) initiative,
- (d) propriety and human relations.

The entire evaluation shall be summarised on an annual report form kept in the staff member's personal file.

#### Article 24

### Procedure

1. The Director shall designate the staff members responsible for reporting on personnel wholly or partly subordinate to them.

2. When all reports have been written, the Director shall convene a Promotions Board, chaired by himself, which will include all staff members who have written one or more reports. The Head of Administration and Personnel shall attend all meetings of the Promotions Board, and shall have a right to vote regarding his own subordinates and a consultative role regarding others.

3. On the basis of the advice of the Head of Administration, the Director shall make a definitive evaluation of each staff member and have reports written that shall be signed by all members of the Promotions Board.

4. Each staff member shall be interviewed personally by the Director, or his delegate if necessary, normally during a session of the Promotions Board. He shall be notified of his annual evaluation, and shall sign the report form, thus testifying that he has been informed of it.

5. An annual report is an administrative measure for internal use, against which there can be no appeal to any external body.

#### Article 25

### Follow-up action on reports

1. An exceptionally good report may justify exceptional promotion to a higher step or even grade, provided that the budgeted post allows such promotion, or the award of a financial bonus. The maximum amount of the bonus which may be awarded shall be fixed by the Director at the beginning of each calendar year.

2. Two successive adverse reports shall justify keeping the staff member at his present step for an additional year.

3. Two or more adverse reports may justify non-renewal of contracts.

## CHAPTER VII

## Article 28

**DISCIPLINARY MEASURES**

## Article 26

**Definitions**

1. Any failure by a staff member or former staff member to comply with his obligations under the Staff Regulations, whether intentionally or through negligence on his part, shall make him liable to simple, financial or statutory disciplinary action, notwithstanding the compensation he may be required to make by virtue of Article 2(4) and Article 27 of these Regulations.

(a) Simple disciplinary measures shall include:

- verbal warning,
- written censure.

(b) Financial measures shall include:

- withholding of an annual salary increment.

(c) Statutory measures shall include:

- temporary suspension from duties entailing the withholding of emoluments in whole or in part,
- removal from post, involving termination of contract, possibly accompanied by total or partial forfeiture of loss-of-job indemnity, and possibly accompanied by reduction or temporary suspension of benefits under the pension scheme.

Disciplinary measures shall be decided by the Director; simple disciplinary measures may be decided by the Head of Administration and Personnel, acting on behalf of the Director, except where a meeting of the Disciplinary Board is convened <sup>(1)</sup>.

2. If a charge of serious misconduct is made against a staff member, and the Director considers that the charge is *prima facie* well founded, and that the staff member's continuance in office pending an investigation would prejudice the Centre, the staff member concerned may be immediately suspended from his functions pending investigation, with or without pay at the discretion of the Director.

## Article 27

**Compensation for damage**

Staff members may be required to pay compensation, either in part or in full, for any damage sustained by the Centre through their gross negligence or wilful act. Where the staff member has left the Centre, this compensation may be obtained by withholding a percentage of the benefits due under the pension scheme, up to 70 % of the pension.

<sup>(1)</sup> In this case, the disciplinary measure is decided by the Director himself.

**Notification of complaints**

When a proposal is made that a disciplinary measure under Article 26 be taken against any staff member, he shall be notified in writing within two clear days after the request for disciplinary action has been lodged with the Director or the Head of Administration and Personnel. Such notification shall be accompanied by the documents relating to the ground of the complaint against him, together with all reports written on him.

## Article 29

**Disciplinary Board**

Within five working days of his being notified as provided by Article 28, the staff member concerned may make a request in writing that his case be examined by a Disciplinary Board, which shall be convened by the Director within five days. The Disciplinary Board shall meet during the week following the date of issue of the convocation.

The composition and procedures of the Disciplinary Board are given in Annex IX.

The opinion of the Disciplinary Board shall not be binding upon the Director.

## CHAPTER VIII

**APPEALS AND APPEALS BOARD**

## Article 30

**Appeals**

Serving or former staff members, or their heirs and assigns, may appeal against decisions made by the Director. Such appeals, or procedures arising from them, shall not stay the execution of the decisions being complained of.

**1. Internal administrative appeals**

An internal administrative appeal is a procedure whereby a staff member who considers that he has suffered an infringement of his rights as laid down in these Regulations submits a reasoned request to the Director of the Centre to reverse the decision that he considers has infringed those rights.

The Director shall acknowledge this appeal and reply within five clear days of receipt of the request.

In the event of a negative reply, the staff member may request mediation. Such mediation is not obligatory.

## 2. Mediation

The mediator shall be a qualified, independent legal expert appointed by the Director for a renewable period of three years.

He shall be provided by the Director and the staff member concerned with all documents he considers necessary for an examination of the case.

He shall submit his conclusions within 15 days of the date on which he has been apprised of the case.

These conclusions shall not be binding on either the Director or the staff member.

The costs of mediation shall be borne by the Centre if the conclusions are refuted by the Director; 50 % of the costs shall be borne by the staff member if it is he who refuses to accept the findings.

## 3. Contentious appeals

Having exhausted the possibilities of the first resort (an internal administrative appeal), staff members shall be at liberty to seek a settlement before the Centre's Appeals Board.

The composition, operation and specific procedures of that body are given in Annex X.

## 4. Decisions of the Appeals Board

Decisions of the Appeals Board shall be binding on both parties. There shall be no appeal from them.

- (a) The Board may annul, or confirm, the decisions complained of.
- (b) The Board may incidentally order the Centre to compensate any material damage sustained by the staff member starting from the day the annulled decision began to have effect.
- (c) It may further rule that the Centre shall reimburse, within limits to be fixed by the Board, justified expenses incurred by the claimant, as well as expenses relating to transport and subsistence incurred by witnesses who have been heard. These expenses shall be calculated on the basis of Article 18 and Annex VII of these Regulations.

## CHAPTER IX

### PENSION SCHEMES

#### Article 31

The rules and conditions contained in the Pension Schemes Rules of the Coordinated Organisations are applied *mutatis*

*mutandis* to the staff members of the Centre. The 'New Pension Scheme (NPS) of the Coordinated Organisations' applies *mutatis mutandis* to staff members taking up duty after 30 June 2005.

## TITLE III

### PROVISIONS APPLICABLE TO TEMPORARY STAFF

#### Article 32

#### Statutory provisions

*Temporary staff are auxiliary personnel recruited in principle for short periods. They do not have the status of international staff, and are entirely subject to the laws and regulations of the host State and the State of which they are nationals.*

1. Temporary staff are employees who do not occupy budgeted posts defined in the Centre's establishment table.

2. These employees shall be subject to the provisions of Title I and the following provisions of Title II:

- Chapter I: Articles 3(2) (assistance and compensation), (4) (external activities) and (5) (candidacy for public or political office)
- Chapter II: Articles 5 (age limit for employment) and 6 (medical examinations)
- Chapter III: Article 15 (salary advances)
- Chapter IV: Articles 17 (removal expenses) and 18 (travel on duty)
- Chapter V: Articles 19 (hours of work) and 20 (public holidays)
- Chapter VII: Article 27 (compensation for damage)
- Chapter VIII: (appeals) — subject to Article 35(3)

#### Article 33

#### Contracts

Temporary staff shall be engaged for a period of 1 to 6 months. Contracts shall be renewable under the same conditions. The Centre and the temporary staff member may terminate contracts by giving 10 clear days' notice.

*Article 34***Remuneration**

1. The remuneration of temporary staff shall be fixed contractually; it shall be made up of a net monthly salary excluding any additional allowances, whatever the family or social situation of the person concerned.
2. As temporary staff do not benefit from the pension scheme, no deduction shall be made in respect of it.
3. At the beginning of the year the remuneration of temporary staff shall be increased by the same percentage as that granted to staff members by the Board.

*Article 35***Special provisions**

1. Installation and departure expenses.

Temporary staff may not claim reimbursement of installation or departure expenses for their families.

2. Leave.

Temporary staff shall be entitled to one and a half days' leave per month served.

3. Disputes.

Internal disputes concerning the rights and remuneration of temporary staff shall be dealt with under the appeals procedures described in Article 30 of these Regulations.

All other disputes shall come within the jurisdiction of the ordinary courts of the host State.

## TITLE IV

**PROVISIONS APPLICABLE TO EXPERTS AND  
SECONDED EXPERTS***Article 36***Statutory and financial provisions**

1. Experts and seconded experts shall have the status of visitors to the Centre. They shall be subject to the provisions of

Title I of these Regulations, with which they shall acquaint themselves on appointment.

2. Their overall remuneration shall be fixed from the beginning of their activities at the Centre; it shall be paid in successive portions, as defined by the Director, in accordance with the results of the work for which they have been engaged or accepted.

3. Appointed experts shall be entitled to reimbursement of travel expenses for themselves only when they arrive at the Centre and when they leave it. Exceptionally, and as decided by the Director, this reimbursement may be paid to a trainee.

4. Seconded experts from third States shall have the status of visitors to the Centre. They shall be subject to the provisions of Title I of these Regulations, with which they shall acquaint themselves on appointment, without prejudice to the provisions of the Annex to the Council Joint Action on the establishment of a European Union Satellite Centre.

*Article 37***Representation of staff**

- a) A general meeting of all members of the staff, held annually, shall, in accordance with a procedure approved by the Director, elect a Staff Committee to act as the staff's executive body.
- b) The Staff Committee shall:
  1. defend the professional interests of all staff of the Satellite Centre;
  2. make proposals for improving the well-being of the staff;
  3. make suggestions regarding social, cultural and sporting activities for the staff;
  4. represent all staff members vis-à-vis staff associations of other international organisations.

## ANNEX I

## INDEMNITY FOR LOSS OF JOB

- References:*
- (a) Article 7 of the Staff Regulations.
  - (b) Annex V to the 78th Report of the Coordinating Committee of Government Budget Experts, August 1972.

**1. Circumstances in which the indemnity is awarded.**

An indemnity for loss of job <sup>(1)</sup> may be awarded to a staff member whose contract is terminated for one of the following reasons:

- (a) suppression of the budgeted post;
- (b) changes in the duties of the budgeted post occupied by the staff member of such a nature that he no longer possesses the required qualifications;
- (c) the withdrawal from the Board of the Member State of which the staff member is a national;
- (d) the transfer of the headquarters of the Centre, by a distance of over 100 km, from the location where the staff member was engaged, and the refusal of the staff member to be transferred since such an eventuality was not foreseen in his contract;
- (e) the withdrawal of security clearance <sup>(2)</sup> from the staff member for reasons other than disciplinary ones.

The indemnity shall not be due if:

- (f) the staff member has obtained another post at the same grade at the Centre;
- (g) the staff member has obtained a new appointment in another international organisation in the same locality;
- (h) the staff member, as a public employee of a Member State, has obtained re-integration and remuneration in his national administration within 30 days following the termination of his contract by the Centre;
- (i) the staff member's contract has been terminated as a result of a disciplinary procedure.

**2. Payment of the indemnity to staff members having served less than 10 years at the Centre. <sup>(3)</sup>**

Provided that their current contract has not come to an end, such staff members shall be entitled to an indemnity amounting to 50 % of their net monthly remuneration multiplied by the number of months <sup>(4)</sup> remaining up to the expiry of the term of their contract, up to a maximum of 5 months' remuneration.

Net remuneration shall be taken to mean basic salary plus all additional allowances and indemnities paid monthly.

**3. Payment of the indemnity to staff members having served more than 10 years at the Centre. <sup>(3)</sup>**

Such staff members shall be entitled to an indemnity equal to 100 % of their net monthly remuneration per year of service at the Centre, up to a maximum of 24 months.

The amount of the indemnity shall not represent a number of months <sup>(4)</sup> which exceeds the period that the staff member would have to serve before reaching the age limit specified in Article 5 of these Regulations.

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<sup>(1)</sup> As distinct from leaving allowance, which represents merely the settlement of pension rights.

<sup>(2)</sup> Only in cases where the post occupied requires such clearance.

<sup>(3)</sup> Or 10 years accumulated uninterrupted service at the Centre and another international organisation.

<sup>(4)</sup> Or fractions of months, expressed in thirtieths.

## ANNEX II

**EXPATRIATION ALLOWANCE**

1. Staff members so entitled under Article 10 of the Staff Regulations shall receive a monthly expatriation allowance. The amount of the allowance shall be:
  - (a) for staff members entitled to household allowance:
    - 18 % of the reference salary during the first ten years' service;
    - 17 % of the reference salary during the eleventh year of service;
    - 16 % of the reference salary during the twelfth year of service;
    - 15 % of the reference salary as from the fourteenth year of service;
  - (b) for staff members not entitled to household allowance:
    - 14 % of the reference salary during the first ten years' service;
    - 13 % of the reference salary during the eleventh year of service;
    - 12 % of the reference salary during the twelfth year of service;
    - 11 % of the reference salary as from the fourteenth year of service.
2. The reference salary shall be the net basic salary payable at step 1 of staff members' grades.
3. Expatriation allowance shall not be lower than the basic salary payable at grade B3 step 1.

## ANNEX III

**CHILDREN AND OTHER DEPENDANTS****1. Dependant children**

- (a) A legitimate, legally recognised natural or adopted child deemed to be a dependant of a staff member is a child whose continuous maintenance and education are ensured by that staff member, and who lives continuously with the family, in the same locality that the staff member is in post or in the locality where the other parent lives.
- (b) The staff member concerned must submit to the administrative section copies of documents legally certifying that the child is dependent on him for material support.
- (c) A child shall not be considered a dependant of the staff member:
  - when it attains the age of 26;
  - when, before reaching that age, it is in receipt of a salary, income or fees in its own right;
  - where the staff member or spouse caring for the child receives, under his or her national laws or regulations, or those of the host country, an allowance of the same nature;
- (d) The administrative section shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the corresponding allowances be produced.

**2. Other dependants**

- (a) A person other than a dependant child as defined in paragraph 1 may be considered a staff member's dependant on the following conditions:
  - he is a parent or other close relative by blood or marriage;
  - he lives continuously with the staff member or his spouse, or is regularly admitted to an institution giving specialist medical care;
  - the person concerned does not have adequate resources of his own to support himself.
- (b) The staff member concerned must provide the administrative section with valid evidence that the person is dependent on him for material support.
- (c) The administrative section shall be entitled to demand that official or notarial documents that it deems necessary to establish a right to the associated allowances be produced.

## ANNEX IV

**HANDICAPPED DEPENDANTS**

1. A dependant is deemed to be handicapped if it is established by medical evidence that he is suffering from a serious and permanent disability necessitating either special care or supervision not provided free of charge, or special education or training.
2. The decision to pay the allowance shall be made by the Director after consulting a board which he shall constitute for the purpose, and which shall include at least one medical practitioner. The Director's decision shall specify the period for which the allowance is to be paid, subject to review.
3. The criterion for entitlement to the provisions of these Regulations shall be the serious and continuing impairment of the physical or mental activities.

Dependant persons may thus be deemed to be handicapped where they suffer from:

- serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, myopathy and autonomic paralysis;
- serious affection of the locomotor system;
- serious affection of one or more sensory systems;
- chronic and disabling mental illness.

The above list shall not be deemed to be exhaustive. It is given by way of indication only, and shall not be taken as a basis for assessing the degree of disability or incapacity.

4. The amount of the allowance shall be equal to the amount of the allowance for a dependant child, and shall be additional thereto.
5. In the event that the staff member concerned or his household is entitled to a similar allowance under a national or international scheme, the amount of the allowance payable by the Centre shall be the amount by which the rate payable under these Regulations exceeds the amount payable under the national or international scheme.

## ANNEX V

**RENT ALLOWANCE**

1. The amount of the allowance shall be a proportion of the difference between the actual rent paid, excluding all charges mentioned in Article 11(5)(a), and a sum calculated as follows:
  - (a) 15 % of net basic salary for staff members of grades C and B, up to and including B4;
  - (b) 20 % of net basic salary for staff members of grades B5 and B6;
  - (c) 22 % of net basic salary for staff members of grades A1 and L1.
2. The said proportion shall be:
  - (a) 50 % for single staff members and married staff members with no dependants;
  - (b) 55 % for staff members with one dependant;
  - (c) 60 % for staff members with two or more dependants.
3. The allowance shall not exceed:
  - (a) 10 % of net basic salary of the staff member concerned in the case of grades C to B4 inclusive;
  - (b) 15 % of net basic salary in the case of grades B5 and B6, and A1 and L1.

*Net basic salary shall be deemed to mean the actual basic salary as given in the annual scales agreed by the Board, but excluding any other additions to or deductions from remuneration.*

## ANNEX VI

## TRAVEL COSTS AND REMOVAL EXPENSES

SECTION I — **Travel costs of staff members and their families between their place of residence and duty station**

1. Staff members whose place of residence is more than 100 km from their duty station shall be entitled, subject to the provisions of Article 22 of these Regulations, to reimbursement of the actual costs of travel:
  - (a) on taking up their appointment, for travel from their place of residence to their duty station;
  - (b) on transfer from the duty station where they were recruited to another duty station more than 100 km away;
  - (c) on leaving their appointment:
    - either for travel from their duty station to their place of residence at the time they were recruited;
    - or, for travel from their duty station to a place of residence other than that mentioned above, provided that the expenditure to be reimbursed is not greater.
2. Reimbursement of the travel costs mentioned in paragraph 1 shall be totally or partially refused in the following cases:
  - (a) where entitlement has not been established at the time a staff member takes up his appointment;
  - (b) if all or part of the expenditure in question has been paid by a government or other body;
  - (c) where a staff member leaves his appointment, if the journey does not take place within a period of three months starting from the date the staff member's duties cease, or if the application for reimbursement has not been received by the administrative section within 30 days of the journey;
  - (d) when the staff member's duties cease, if the person concerned has resigned before completing 12 months' service at the Centre.
3. Staff members who satisfy the conditions listed in paragraphs 1 and 2, and who receive household allowance, shall also be entitled to:
  - (a) reimbursement of travel costs actually incurred by their spouse and dependant children when they join the staff member at his duty station;
  - (b) reimbursement of travel costs actually incurred by their spouse and dependant children when they move from one duty station to another duty station situated over 100 km away, if the duration of the transfer is unspecified but exceeds two months;
  - (c) reimbursement of travel costs actually incurred by their spouse and dependant children when their duties cease, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the Centre.
4. Spouses and dependant children <sup>(1)</sup> shall be deemed to be of the same grade as the staff member concerned.

SECTION II — **Removal expenses**

1. Staff members whose place of residence is more than 100 km from their duty station shall be entitled to the reimbursement of expenses actually incurred for the removal of their household effects on the following occasions:
  - (a) on taking up their appointment;
  - (b) on transfer of indefinite duration exceeding two months from one duty station to another duty station that is over 100 km away;
  - (c) when leaving the Centre, except that the reimbursement may be refused if the staff member resigns before having completed twelve months' service at the Centre.

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<sup>(1)</sup> Or dependants in the sense given in the provisions of Annex IV.

2. Reimbursement of expenses incurred for removal of household effects, including packing, shall be made up to the following limits:

- (a) For staff members entitled to household allowance:

|          |                      |
|----------|----------------------|
| 6 000 kg | or 40 m <sup>3</sup> |
|----------|----------------------|

Plus 750 kg or 5 m<sup>3</sup> per child residing with the staff member.

- (b) For staff members not entitled to household allowance:

|          |                      |
|----------|----------------------|
| 4 000 kg | or 27 m <sup>3</sup> |
|----------|----------------------|

To claim expenses under the provisions of this Section, staff members must submit to the Head of Administration and Personnel, for prior approval, at least two estimates of removal expenses, from different companies, together with an inventory of their household effects <sup>(1)</sup>. Reimbursement shall be made only within the limits of the entitlement and on the basis of the lower estimate.

3. Staff members may only claim reimbursement under this Section if the expenditure in question is not reimbursable by a government or other authority.

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<sup>(1)</sup> The two estimates must refer to the same weight (or volume), transported over the same distance.

## ANNEX VII

## OFFICIAL DUTY EXPENSES

*Staff members travelling on official Centre duty shall be entitled to reimbursement of all of their travel costs and to a daily allowance to cover subsistence when away from their place of duty in accordance with the provisions of Article 18 of these Regulations.*

## SECTION I — Means of transport

Travel by staff members on duty shall be performed by the most economic means available, subject to the derogations provided for in this Section <sup>(1)</sup>.

Air and rail travel are considered to be the normal means of transport. The Director may, however, authorise staff members on official duty to use a private or official car, in particular when a doctor certifies that they cannot travel by air for medical reasons, and that travel by rail is either not possible, too long or too expensive.

If a staff member travelling on official duty chooses, and is authorised, to travel by means other than the most economic available, the following rules shall apply:

- he shall be entitled only to reimbursement of the cost of the journey by the most economic means of transport;
- he shall be entitled to subsistence allowance only for the length of time he would have taken had his journey been made by the most economic means available;
- working time taken by him in consequence of such travel in excess of the time which would have been taken had he travelled by the most economic means available will count against his annual leave entitlement.

## 1. Air travel

Except where authorised by the Director, all travel shall be in 'economy' class or the equivalent.

## 2. Rail travel

- (a) Grades A4 and L4 and above shall be entitled to first class travel;
- (b) all other staff shall travel second class;
- (c) for journeys by rail involving night travel of a minimum duration of six hours, staff members shall be entitled to reimbursement of the costs of sleeping berths, but not of sleeping compartments; if the latter are used, staff members shall be entitled to reimbursement of the costs of 1st or 2nd class sleeping berths, depending on their grade;
- (d) the Director may authorise staff members of lower grades to travel with staff members of higher grades where this facilitates the transaction of official business; in such cases reimbursement shall be at the higher rate.

## 3. Road journeys — use of private cars

- (a) Staff members may be authorised to travel by private car in the interests of the Centre. In such cases, they shall be entitled to an allowance per kilometre calculated on the basis of the quickest usual route. The allowance shall be calculated on the basis of the rate applying in the country where the Centre is located, irrespective of the country or countries where the travel takes place. The rates in use shall be promulgated in an administrative memorandum. <sup>(2)</sup>
- (b) If the staff member concerned has been authorised to carry other members of the Centre, he shall be paid an additional allowance per kilometre equal to 10 % of the rate of the kilometric allowance for each passenger <sup>(3)</sup>; if the route followed involves special charges (such as tolls, or transport of the car by ship or car ferry), such charges shall be reimbursed on production of supporting vouchers, except for any costs of air travel.
- (c) Staff members using their own cars must show beforehand that they hold an insurance policy covering third party risks and risks to passengers in particular.
- (d) In the event of an accident, the Centre will not refund the cost of any damage to property.

<sup>(1)</sup> These provisions may be extended to temporary staff, as decided by the Director.

<sup>(2)</sup> The total sum paid may not exceed the amount that the Centre would otherwise have had to disburse.

<sup>(3)</sup> In such cases, 'passengers' shall not be entitled to any reimbursement of travel costs.

**SECTION II — Subsistence allowance for staff members travelling on official duty**

1. Staff members travelling on official duty shall be entitled to subsistence allowance at the rates decided each year by the Board.

However, the Director may authorise:

- (a) special rates for countries where the cost of living is higher or lower than the normal rates;
  - (b) the payment of subsistence allowance at a higher rate than that to which staff members would normally be entitled if this will facilitate the transaction of official business;
  - (c) the payment of an allowance if sick leave has to be granted during the mission, except where the mission is being carried out in the place where the staff member lives.
2. Subsistence allowance shall be calculated as follows:
- (a) staff members shall be entitled to one day's subsistence allowance for each complete 24-hour period of duty <sup>(1)</sup>;
  - (b) no subsistence allowance shall be payable for periods of less than 4 hours;
  - (c) where the period of duty is four hours or more but less than eight hours, the staff member shall be entitled to one-quarter of the daily allowance. He shall likewise be entitled to one-quarter of the daily allowance in respect of any period of four hours or more but less than eight hours in excess of any complete period of 24 hours;
  - (d) where the period of duty is eight hours or more without hotel accommodation, the staff member shall be entitled to one-half of the daily allowance. He shall likewise be entitled to one-half of the daily allowance in respect of any period of eight hours or more but less than 24 hours in excess of any complete period of 24 hours;
  - (e) where the mission necessarily involves hotel accommodation, the staff member concerned may be paid the full daily allowance;
  - (f) a notional period shall be added to the actual journey time for the purpose of calculating subsistence allowance to allow for travelling time to the main station or airport. This period shall be as follows:
    - two hours for train journeys;
    - three hours for air travel.

3. Reduced subsistence allowance

The allowance shall be reduced:

- (a) when the journey involves meals or overnight accommodation: by 15 % for each main meal and by 50 % for overnight accommodation provided in the fare;
- (b) by three-tenths if a staff member travels by night ferry, sleeping berth or compartment, by rail or air, for the period covered by the travel;
- (c) by three-tenths if a staff member travels on official duty to the town of his official home when his family is still in residence there;
- (d) by three-quarters when accommodation is provided by an external body.

4. Additions to subsistence allowance

The allowance shall be deemed to cover all the expenses liable to be incurred by a staff member travelling on duty, except the expenses listed below, for which additional reimbursement may be claimed:

- (a) visa fees and similar charges arising directly from travel on official duty;

<sup>(1)</sup> These periods are to be counted as from the date and time of departure from the Centre or the staff member's home up to the date and time of return to the Centre or home. If the staff member is on leave before the beginning of the mission, the date and time to be taken are those when the mission began, and if the staff member is on leave immediately after the end of the mission, the date and time to be used are those when the mission ended.

- (b) excess luggage charges authorised expressly by the Director;
- (c) postal, telegraphic and long-distance telephone charges incurred for official purposes;
- (d) hospitality expenses incurred by staff members in conformity with conditions laid down by the Director;
- (e) taxi fares, provided the Director has given his prior approval and evidence of the expenditure is produced;

If in certain circumstances the expenditure on accommodation exceeds 60 % of the daily subsistence allowance, the Centre may reimburse the excess amount partially or totally on presentation of vouchers and sufficient proof that additional expenditure was unavoidable. This reimbursement may not exceed 30 % of the daily subsistence allowance.

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## ANNEX VIII

### SICK LEAVE, MATERNITY LEAVE AND OTHER SPECIAL LEAVE

#### 1. Absence for health reasons and sick leave

- (a) Staff members absent owing to sickness or accident for more than three consecutive days shall be required to produce a medical certificate within three days of ceasing work.
- (b) Absences occasioned by sickness or accident that last no more than three days and for which no medical certificate is provided may, if they exceed nine working days in any one calendar year, entail a corresponding reduction in the annual leave due to the staff member concerned or a corresponding reduction in his emoluments if he has already taken his annual leave in full.
- (c) Staff members absent owing to sickness or accident shall be entitled, on production of a medical certificate, to sick leave with full pay and allowances for a maximum period of 13 consecutive weeks.
- (d) Continuous absence due to sickness or accident exceeding 13 consecutive weeks may be regarded by the Director as grounds for termination of contract.
- (e) Frequent recurrence of short periods of illness may be regarded by the Director as grounds for termination of contract.
- (f) The Director of the Centre may at any time require the staff member concerned to undergo a medical examination.

#### 2. Infectious diseases, vaccination and accidents

- (a) Any staff member contracting an infectious disease must absent himself from duty and report the circumstances immediately to the Head of Administration and Personnel. If an infectious disease is reported among the family or intimate friends of a staff member, the latter must immediately inform the Head of Administration and Personnel and conform to such health precautions as may be prescribed by that officer. All staff members who have been in contact with a person who has contracted an infectious disease and are as a result obliged to absent themselves from duty shall be entitled to all of their emoluments; such absence shall not be deducted from either their sick leave or annual leave entitlements.
- (b) Staff members shall submit to any preventive vaccinations or inoculations that may be required.
- (c) All accidents to staff members, whether incurred at work or outside the Centre, however trifling they may appear at the time, must be reported immediately by the staff member to the Head of Administration and Personnel, together with the names and addresses of any witnesses.

#### 3. Special leave, marriage leave and maternity leave

- (a) Special leave with full or part pay, not exceeding eight working days per year, or without pay, may be granted by the Director of the Centre for exceptional or urgent private reasons.
  - (b) Special leave of six days with full pay shall be granted on the occasion of the marriage of a staff member.
  - (c) Maternity leave on full pay, and not to be charged against sick or annual leave, shall be granted to staff members on production of an appropriate medical certificate. Maternity leave shall be for 16 weeks, beginning six weeks before the expected date of birth. If the birth occurs after the expected date, the leave shall be extended until the expiry of 10 weeks following the birth.
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## ANNEX IX

**COMPOSITION AND PROCEDURES OF DISCIPLINARY BOARDS****1. Composition of the Disciplinary Board**

The Disciplinary Board shall consist of:

- (a) a grade A or L staff member nominated by the Director, other than the Head of Administration and Personnel or the person to whom the staff member concerned is responsible, as Chairman;
- (b) a staff member nominated by the Director;
- (c) a staff member of the same grade as the staff member concerned and nominated by him;
- (d) the Head of Administration and Personnel, acting as legal adviser, without the right to vote.

**2. Procedure**

- (a) The Disciplinary Board shall take note of all the documents relevant to the consideration of the case. It shall, if he so requests, hear the interested party. The interested party may have the assistance of, or be represented by, a staff member. The Disciplinary Board shall also hear any person it deems advisable to summon.
  - (b) The Disciplinary Board shall act in private. Its members shall not divulge any information which may have come to their knowledge during the proceedings, or any particulars of the proceedings.
  - (c) The Disciplinary Board shall give its reasoned opinion to the Director. That opinion shall include a recommendation as to whether a sanction is appropriate, and if so the severity of that sanction.
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## ANNEX X

**APPEALS BOARD****A. Jurisdiction**

The Appeals Board shall have authority to settle disputes arising out of violations of these Regulations or of the contracts provided for in Article 7. To that end it shall have jurisdiction with regard to appeals brought by serving or former staff members, or by their heirs and assigns, against a decision of the Director.

**B. Composition and status**

- (a) The Appeals Board shall be composed of a Chairman and two members. They may be replaced by deputies. The Chairman or one of the members and one of their deputies must have legal qualifications.
- (b) The Chairman, his deputy, the members and their deputies shall be appointed by the Board of the Centre, for a period of two years, from outside the staff of the Centre. If any of these is at any time unable to serve, a new appointment shall be made for the unexpired term.
- (c) No meeting of the Appeals Board is in order unless the Chairman, or his deputy, and two members, or their deputies, are present.
- (d) The members of the Board shall be fully independent in the exercise of their duties.
- (e) The emoluments of the Chairman, members and deputies shall be fixed by the Board of the Centre.
- (f) The Appeals Board shall establish its own rules subject to the provisions of this Annex.

**C. Secretariat of the Board**

- (a) The Secretary of the Board shall be appointed by the Director and shall be a member of the staff of the Centre.
- (b) In the exercise of his duties, the Secretary of the Board shall act as a registrar and shall be subject only to the authority of the Board.

**D. Appeals**

- (a) Appeals submitted to the Board shall only be admissible if the appellant has previously failed to obtain satisfaction through an internal administrative appeal to the Director.
- (b) The appellant shall have a period of 20 days from notification of the decision complained of or the date of rejection of the mediator's findings in which to submit a written request that such decision be withdrawn or modified by the Appeals Board. That request shall be addressed to the Centre's Head of Administration and Personnel, who shall acknowledge receipt of it and initiate the procedure for convening the Board.
- (c) Appeals must be lodged with the Secretariat of the Appeals Board within two months of the date of notification of the decision complained of. Nevertheless, in exceptional cases, in particular where pensions are concerned, the Appeals Board may admit appeals lodged within one year of the date of notification of the decision complained of.
- (d) Appeals must be in writing; they must state all grounds of appeal put forward by the appellant and supporting documentary evidence must be produced at the same time.
- (e) Appeals shall not stay the execution of the decisions complained of.

**E. Preliminary procedure**

- (a) Appeals shall be transmitted immediately to the Director, who must make his comments thereon in writing. A copy of these comments shall, within one month from the date of lodging the appeal, be communicated to the Secretary of the Board, and to the appellant, who within 20 days may make a reply in writing, a copy of which shall be communicated immediately to the Director by the Secretary of the Board.
- (b) Appeals, together with the memorandums and the documentary evidence in support, the comments of the Director and the appellant's reply, if any, shall be communicated to the members of the Board by its Secretariat within three months of the lodging of the appeal and at least 15 days before the date of the meeting at which they are to be considered.

**F. Convening of the Board**

The Appeals Board shall be convened by its Chairman. It shall in principle consider appeals submitted to it within four months of the date on which they were lodged.

**G. Meetings of the Board**

- (a) The meetings of the Appeals Board shall be held in private [unless the Board decides otherwise]. The Board shall deliberate in secret.
- (b) The Director or his representative, together with the appellant, shall attend the proceedings and may make oral statements in support of the grounds adduced in their memorandums.
- (c) The Appeals Board may require the production of any document that it deems useful for the consideration of the appeal before it. Documents so produced must also be communicated to the Director and the appellant.
- (d) The Board shall hear the parties and such witnesses as it deems may usefully depose in the proceedings. Any staff member called as a witness must appear before the Board and may not refuse to give the required information.
- (e) Persons attending a meeting of the Board shall in no case divulge any facts coming to their notice or any opinions expressed during the proceedings.

**H. Decisions of the Board**

- (a) In exceptional circumstances, the Board may make an interim order staying the execution of the measure complained of, pending a final decision in accordance with following paragraphs.
  - (b) Decisions shall be taken by majority vote. They must be rendered in writing and must state the grounds on which they are based. There shall be no appeal from them, and they shall be enforceable for both parties within one clear day of their notification.
  - (c) The Board may, however, be requested to rectify a clerical or accidental mistake in a decision rendered. Requests for rectification must be submitted within six months of the date when the mistake was noted.
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