III

(Acts adopted under the EU Treaty)

ACTS ADOPTED UNDER TITLE V OF THE EU TREATY

COUNCIL DECISION 2009/747/CFSP

of 14 September 2009

concerning the Staff Regulations of the European Union Satellite Centre

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to Council Joint Action 2001/555/CFSP of 20 July 2001 on the establishment of a European Union Satellite Centre [1] as amended by Council Joint Action 2006/998/CFSP of 21 December 2006 [2], and in particular Article 9(3) thereof,

Having regard to the recommendation from the Director of the European Union Satellite Centre,

Whereas:

(1) The Satellite Centre is an agency of the European Union, affiliated to the Coordinated Organisations. The Staff Regulations of the European Union Satellite Centre should be adapted to the development of the Centre and therefore it is necessary to review in particular the provisions regarding the contract system for staff members on permanent tasks, the possibility of temporary posts, equal treatment, the provisions on leave and flexible working time and the provisions on disciplinary measures.

(2) The Staff Regulations of the European Union Satellite Centre, as adopted by the Council on 21 December 2001 [3], and as amended by the Director with the assent of the Board on 15 June 2005 [4], should therefore be amended and replaced,

HAS DECIDED AS FOLLOWS:

Article 1

The Staff Regulations of the European Union Satellite Centre, as adopted by the Council on 21 December 2001, and as amended by the Director with the assent of the Board on 15 June 2005 with regard to Title II, Chapter III, Article 14(2) and Title II, Chapter IX, are replaced by the Staff Regulations annexed to this Decision.

Article 2

This Decision shall take effect on the first day of the month following its adoption. It shall be published in the *Official Journal of the European Union*.

Done at Brussels, 14 September 2009.

For the Council
The President
C. MALMSTRÖM

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(1) OJ L 200, 25.7.2001, p. 5.

(2) OJ L 405, 30.12.2006, p. 60; OJ L 29, 3.2.2007, p. 23; OJ L 140, 1.6.2007, p. 58.

(3) OJ L 39, 9.2.2002, p. 44.

(4) OJ L 235, 12.9.2005, p. 28.

STAFF REGULATIONS OF THE EUROPEAN UNION SATELLITE CENTRE

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TITLE I

GENERAL PROVISIONS

Article 1

General provisions

1. These Staff Regulations shall apply to employees recruited under contract by the European Union Satellite Centre (hereinafter referred to as 'employees' and 'the Centre' respectively), except where the Board has taken decisions to the contrary in respect of hors grade personnel.

2. The term 'employee' covers the following natural persons:

(a) staff members, who hold contracts with the Centre and occupy budget posts listed in the table of staff members annexed each year to the Centre's budget;

(b) local staff, who hold contracts with the Centre under the local national legislation.

3. Any reference in these Staff Regulations to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise.

4. The table of staff members annexed to the budget of the Centre shall indicate the number of posts in each category and grade.

The table of staff members shall differentiate between permanent posts and temporary posts. Permanent posts are posts relating to the core tasks of the Centre and to tasks of a permanent nature. Temporary posts are posts attached to projects or activities of limited duration.

5. The Director of the Centre is authorised to make amendments of a technical nature to these Staff Regulations which do not amount to a modification of the fundamental principles laid down in these Staff Regulations, with the assent of the Board.

Article 2

Provisions applicable to all employees

1. Authority

Employees 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 employee shall subscribe to the following declaration:

'I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as employee of the European Union Satellite Centre, and to discharge these functions with only the interests of the Centre 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

Employees 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. Responsibility

An employee may be required to make good, in whole or in part, any damage suffered by the Centre as a result of serious misconduct on his part in the course of or in connection with the performance of his duties.

A reasoned decision shall be given by the Director in accordance with the procedure laid down in Annex IX.

The Appeals Board shall have unlimited jurisdiction in disputes arising under this provision.

5. Security

Employees 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 employees 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. Pending official clearance, temporary access to classified information may be granted by the Director in exceptional cases and emergencies.

(b) Employees shall inform the Security Officer immediately in the event of the suspected loss or compromise of a classified document.

6. Assistance and compensation

The Centre shall provide assistance to employees 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:

(a) the employee has not wilfully or through negligence provoked the damage in question;

(b) no redress has been obtained;

(c) employees 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 to assess the circumstances of the case and to decide what form the assistance should take and what compensation, if any, should be granted.

7. Proprietary rights

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

8. External activities

(a) An employee shall not without the permission of the Director accept from any government or from any other source outside the Centre any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before his appointment or during special leave for military or other national service and in respect of such service.

(b) Employees shall abstain from any public action or statement or publication if such action, statement or publication is incompatible with the duties or obligations of an international civil servant or liable to involve the moral or material responsibility of the Centre.

(c) An employee shall not hold any post or have any regular or paid occupation outside the Centre without the Director's permission.

(d) An employee may not directly or indirectly hold such interests in a commercial firm as could, by their nature, compromise his independence in the discharge of his duties in the Centre.

(e) If the spouse or the registered partner of an employee is in gainful employment, the employee shall inform the Director. Should the nature of the employment prove to be incompatible with that of the employee and if the employee is unable to give an undertaking that it will cease within a specified period, the Director shall, after consulting the Staff Committee, decide whether the employee shall continue in his post or be transferred to another post.

9. Candidacy for public or political office

(a) Employees who for personal reasons wish to stand for public or political office shall notify the Director of this intention.

(b) Any employee 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 employee 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 employee 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.

TITLE II

STATUS OF STAFF MEMBERS

CHAPTER I

General provisions

Article 3

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.

CHAPTER II

Recruitment and duration of appointment

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. When a post is vacant and cannot be filled internally, the vacancy notice shall be advertised stating the duties to be performed and the qualifications for the post.

3. Staff members shall be appointed by the Director on the basis of merit and through fair and transparent competition procedures.

4. Candidates must demonstrate a thorough knowledge of one of the languages of the European Union and a satisfactory knowledge of another language of the European Union to the extent necessary for the performance of their duties.

5. Recruitment of staff members shall be limited to nationals of the Member States of the European Union.

6. The staff members governed by these Staff Regulations shall be classified in accordance with the categories and grades of the Coordinated Organisations.

7. Staff members shall be recruited 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.

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

9. Candidates invited to the Centre for interview or examination shall be entitled to a flat-rate contribution towards travel and accommodation costs.

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. Before being recruited, a staff member shall be medically examined by a doctor authorised by the Centre certifying that he is physically fit to perform his duties.

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

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

4. Where a negative medical opinion is given as a result of the medical examination provided for in paragraphs 1 and 3, the candidate or staff member may, within 20 days of being notified of this opinion by the Centre, request that his case be submitted for the opinion of a medical committee composed of three doctors, with one being chosen by the Director, one by the staff member and one by the two other doctors.

The medical committee shall hear the doctor responsible for the initial negative opinion.

Where the medical committee confirms the negative conclusion of the medical examination provided for:

(a) in paragraph 1, the candidate shall pay 50 % of the fees and of the incidental costs;

(b) in paragraph 3, the Centre shall first attempt to reassign the staff member to another post suitable to his condition. If this is not possible, the Centre shall terminate his contract with six months notice and the invalidity board shall be convened to establish his entitlement to invalidity pension under the conditions laid down in the Pension Schemes Rules of the Centre.

Article 7

Appointments

1. Duration

(a) Staff members recruited in permanent posts shall be appointed for an initial period of four years. The contract shall state that, not later than by the end of the third year of their appointment, they will be informed either:

(i) that their appointment will not be extended; or

(ii) that their appointment will be extended for an indefinite duration; or

(iii) that their appointment will be extended for a fixed period, which shall not exceed four years, if the Director considers it inappropriate to grant an indefinite appointment at that stage. Not later than one year before expiry of this extension, the staff member concerned shall be informed either that his appointment will not be extended, or that his appointment will be extended for an indefinite duration.

(b) The contracts of staff members recruited in temporary posts cannot be more than four years. They shall be renewable once, for a maximum period of four years.

(c) At the termination of the employment, the staff members are entitled to an indemnity for loss of job calculated under the provisions of Annex I.

2. Probationary period

The first six months of initial contracts shall be a probationary period beginning on the date of entry into service, subject to the following:

(a) where, during his probationary period a staff member is prevented, by sickness or accident, from performing his duties for one month or more, the director may extend his probationary period by the corresponding length of time;

(b) at the end of the probationary period, a report shall be made on the ability of the staff member to perform the duties pertaining to his post and also on his conduct and efficiency in the service. This report shall be communicated to the staff member;

(c) the staff member whose performance has not proved adequate to justify retention in his post shall be dismissed;

(d) a report on the probationary staff member may be made at any time during the probationary period if his performance is obviously proving inadequate. The report shall be communicated to the person concerned;

(e) on the basis of the report, the director may decide to dismiss the staff member before the end of the probationary period by giving him one month's notice; the period of service may not, however, exceed the normal probationary period;

(f) a staff member who is dismissed during the probationary period following a negative report shall not be entitled to compensation for loss of job.

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

(a) The Centre may terminate or not renew contracts in the following cases:

(i) as a result of the suppression of the budget post occupied by the staff member, or if the duties attached to the staff member's post are modified in such a way that he no longer possesses the necessary qualifications and experience for the post, and no adequate alternative post can be found for him in the Centre;

(ii) because of the professional inadequacy of the staff member, duly recorded in two successive reports, as defined in Article 26;

(iii) through physical unfitness of the staff member that has occurred while serving and which has been confirmed by the invalidity board pursuant to Article 6 paragraph 4;

(iv) following the withdrawal from the Board of the Member State of which the staff member is a national;

(v) following a 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 on the ground that such a case was not foreseen in his contract;

(vi) following the withdrawal of security clearance from the staff member for reasons other than disciplinary ones;

(vii) following any disciplinary procedures that have established a misdemeanour or responsibility of the staff member as defined in Chapter VII or which has resulted in the withdrawal of his security clearance.

In the cases mentioned under points (i) to (vi), contracts may be terminated or not extended with six months notice, in the case mentioned under point (vii), with one month notice.

(b) The staff member may terminate his contract with three months' notice for any personal reasons that he is not required to state.

4. Compensation for loss of job

Other than for disciplinary reasons, the termination or non-renewal of a contract by the Centre shall entail compensation under the conditions set out in Annex I.

The termination or the non-acceptance of the offer of renewal of a contract by a staff member shall not entitle him to loss-of-job indemnity.

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 by the Centre; 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 staff members 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, pension and social welfare schemes.

Staff members' current accounts shall be credited with the amount due not later than the last working week of the month.

Staff members are required to inform the Centre without delay about any change of their personal circumstances, which may have financial consequences. These changes shall be taken into account for the remuneration of the month following the notification of the changes to the Centre's administration; 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 salary shall correspond to net basic salary plus the internal tax due from the staff member.

Article 10

Expatriation allowance

An expatriation allowance shall be paid to staff members 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, his years of service with a previous employer shall be taken into account when calculating entitlement to the allowance and the amount.

Article 11

Family and social allowances

1. General rules

The allowances provided for under this Article and similar allowances to which a married couple, or an unmarried staff member, are entitled from another source, shall not be cumulative.

Any staff member who is in receipt of, or entitled to, an allowance similar to those provided for under this Article, from other sources, is to inform the Centre's Administration Division accordingly, in order that a corresponding reduction be made in the allowances granted to him by the Centre.

The Centre's administration shall be entitled to request any official documents that it deems necessary to establish a right to any allowance.

The Director may adopt implementing rules in respect of these provisions.

2. Household allowance

(a) A household allowance shall be granted and paid monthly to any staff member who:

(i) is married;

(ii) is widowed, divorced, legally separated or single and has at least one dependant within the meaning of Annex III to these Staff Regulations;

(iii) is registered as a stable non-marital partner, provided that:

— the couple produce a legal document recognised as such from a competent authority of a Member State, acknowledging their status as non-marital partners,

— neither partner is in a marital relationship or in another non-marital relationship,

— the partners are not related in any of the following ways: parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew, niece, son-in-law, daughter-in-law.

(b) This allowance shall be equal to 6 % of net basic salary and cannot be lower than the amount payable to staff members in grade B 3, step 1.

(c) In the case of:

(i) a married staff member who has no dependants but whose spouse is gainfully employed; or

(ii) a staff member who is registered as a stable non-marital partner, as defined in point (a)(iii), and who has no dependants, but whose partner is gainfully employed;

the allowance shall be the difference between the net basic salary for grade B 3 step 1 plus the allowance to which the staff member would be entitled in theory, and the earned income of the spouse or registered partner. If the latter amount is equal to or greater than the former, no allowance shall be payable.

This allowance shall not be paid to a staff member whose spouse or registered partner is a member of an international organisation and has a higher basic salary than the staff member.

3. Children's and other dependants' allowance

(a) A children's and other dependants' allowance shall be granted and paid monthly to any staff member who mainly and continuously maintains children or other dependants as defined in Annex III.

(b) The allowance shall be a fixed amount for each dependant, set each year in the scales approved by the Board.

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

(d) The definitions and the conditions under which the allowance is granted are set out in Annex III.

4. Education allowance

(a) An education allowance shall be granted and paid monthly to any staff member who is entitled to household allowance, and whose dependant children, as defined in Annex III, are in kindergarten, full-time primary, secondary or higher education.

(b) The allowance shall be equal to twice the amount of the dependant child's allowance, and shall be payable for each child.

(c) The staff member concerned shall provide to the Centre's administration all supporting evidence at the beginning of each school year.

5. Handicapped children's and other dependants' allowance

(a) A handicapped children's and other dependants' allowance shall be granted and paid monthly for handicapped children or dependants to any staff member who is 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.

6. Rent allowance

(a) A rent allowance shall be paid monthly to grades B, C, A 1 and A 2 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.

7. Transport allowance

Since the duty station is remote from residential areas and the Centre is located in a military base which is not served by public transport, staff members 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

1. A staff member may be called upon to occupy temporarily a post in a grade which is higher than his current grade. From the beginning of the second month of such temporary posting, he shall receive a differential allowance equal to the difference between the remuneration carried by his current grade and step, and the remuneration he would receive in respect of the step at which he would be classified if he were appointed to the grade of his temporary posting.

The duration of a temporary posting shall not exceed one year, except where, directly or indirectly, the posting is to replace a staff member who is seconded to another post, called up for military service or absent on prolonged sick leave.

2. 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 in which one or more staff members are 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 and resettlement allowance

1. Installation allowance

(a) An installation allowance shall be paid to staff members whose place of private residence was more than 100 kilometres from their duty station at the time they accepted employment with the Centre.

(b) The amount of the allowance shall be 30 days' basic salary.

(c) Installation allowance shall be paid in advance to the staff member when he assumes his duties at the Centre.

(d) 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.

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

2. Resettlement allowance

(a) A staff member, who provides evidence of a change of his private residence of more than 100 kilometres from his duty station, shall be entitled on termination of service to a resettlement allowance equal to 30 days' basic salary, provided that he has completed four years of service and does not receive a similar allowance in his new employment.

(b) In cases where a staff member, his spouse or registered partner are both entitled to the resettlement allowance, the allowance shall be payable only to the person whose basic salary is the higher.

(c) A staff member who has completed more than two years but less than four years' service shall receive a resettlement allowance proportionate to his length of service.

(d) In the event of the death of the staff member, the resettlement allowance shall be paid to the surviving spouse, registered partner or, in the absence of such a person, to the dependants within the meaning of Annex III, even if the requirement as to length of service laid down in point (a) of this paragraph is not satisfied.

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 the net basic salary to give the gross salary. This sum shall be shown as a monthly deduction on payslips.

2. Contributions to pension scheme

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 Reserve Fund.

3. Contributions to social welfare benefits

A monthly deduction in respect of social welfare benefits shall be made from staff members' emoluments. Minimum social welfare benefits shall cover medical care, incapacity/disability coverage and life insurance.

One third of the Contributions to the Social Welfare Scheme shall be borne by the staff member; the remaining two thirds shall be borne by the Centre.

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.

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-bearing advances to staff members who find themselves in unforeseen personal financial difficulties.

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 10 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 or the equivalent cost if the staff member moves to another country.

3. Reimbursement shall be made in accordance with the provisions of Annex VI, Section I, to these Staff 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 means of transport in accordance with Annex VI.

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

Article 18

Travel on duty

Staff members shall be entitled to reimbursement of expenses incurred in connection with travel on official duty ordered by the Director.

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

1. 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.

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

3. For exigencies of the service a staff member may be required to remain on standby duty at his place of work or at home outside normal working hours.

4. Overtime worked by staff members outside the normal working hours specified in paragraph 1 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 shall be regarded as overtime. Every effort shall be made to keep overtime to a minimum.

Overtime worked shall entitle the staff member concerned:

(a) to time off in lieu; or

(b) 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.

5. 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 abovementioned period by more than 1 1/2 hours.

Hours of night work not exceeding the number set out in paragraph 1 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.

6. In exceptional circumstances, decided at the discretion of the Director, some staff members may be required to work at weekends. In such cases, the hours worked shall give an entitlement to time off in lieu or to remuneration.

7. Overtime or night work by staff members in grades A 4 or above shall carry no right to compensation or remuneration.

8. The Director shall define the implementing rules in respect of this Article.

Article 20

Part-time work and teleworking

1. A staff member may request authorisation for part-time work or teleworking.

The Director may grant such authorisation if this is compatible with the interests of the service.

2. The Centre shall reply to the staff member concerning his request within one month.

3. The Director shall define the implementing rules in respect of this Article.

Article 21

Public holidays

The list of public holidays shall be drawn up by the Director taking into account the official list of public holidays published in the Boletín Oficial del Estado (BOE) and the *Official Journal of the European Union*.

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

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

Article 22

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 a period of leave due, the Director or his delegate may authorise the carrying forward of a maximum of 12 days of leave to the following year. Any entitlement carried forward but not taken by 30 June shall be cancelled.

(b) Administrative procedure

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

A record of leave taken is kept by the Centre's administration.

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 basic salary for each day of leave so accumulated.

2. Unpaid leave

(a) Upon request from a staff member the Director may grant unpaid leave on personal grounds if this is compatible with the interest of the service.

(b) The total duration of such leave shall not exceed one year.

(c) During that leave, the staff member shall not be entitled to advancement to a higher step or promotion in grade; his membership of the social welfare scheme provided for in Articles 8 and 14 and his cover for risks under the scheme shall be suspended.

However, a staff member who is not engaged in gainful activity may, not later than one month following that in which the leave on personal grounds begins, apply to continue to be covered by the scheme, provided that he bears his part of the corresponding contributions.

The staff member who proves that he cannot acquire pension rights from another pension scheme may apply to continue to acquire further pension rights, provided that he bears his part of the corresponding contributions.

3. Sick leave, maternity, paternity leave, parental leave and other special leave

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

The details and procedures to be followed are set out in Annex VIII.

Article 23

Home leave

1. 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. The following shall apply:

(a) home leave shall amount to eight working days every two years, plus travelling time calculated on the basis of the fastest method of transport;

(b) 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;

(c) where spouses, or registered partners, 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.

2. A staff member who takes home leave shall be entitled, in accordance with the procedures laid down in Article 18, to payment of the return travel expenses for himself, his children and, if he receives a household allowance, for his spouse or registered partner, but not to a daily allowance for the travelling time.

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

4. Home leave shall be granted on the following conditions:

(a) the staff member concerned must undertake in writing to spend the home leave in the country of his official home.

(b) the staff member 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).

(c) the head of division must certify that he will in all probability not require the services of the staff member during the period of the requested home leave.

Failure to comply with point (a) will result in the staff member concerned being obliged to reimburse to the 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 of home leave granted. The Director may decide to derogate from the provisions in points (b) and (c) if he considers that their strict application would expose the staff member concerned to an injustice or to particular difficulties.

CHAPTER VI

Reports and promotion

Article 24

General provisions

1. The work of all staff members, apart from the Director, in the previous year, shall be evaluated at the latest by 28 February of each year.

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.

3. In case the report indicates underperformance, the Director may request an additional intermediary report after six months.

Article 25

Procedure

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

2. Each staff member shall be interviewed personally by the staff member responsible for his report. He shall be notified of his annual evaluation, and shall sign the report form thus testifying that he has been informed of it.

3. The annual report is an administrative act established for internal use. There can be no appeal to any external body against it.

4. 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 Director shall adopt the rules of procedure of the Promotions Board.

Article 26

Follow-up action on reports

1. The Promotions Board may propose to the Director one of the following measures to reward staff members whose performance was recognised as particularly good:

(a) the award of a financial bonus;

(b) an exceptional advancement in step;

(c) a promotion to the higher grade provided that the budgeted post allows such promotion.

2. An adverse report may justify keeping the staff member at his present step for an additional year.

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

4. If the additional intermediary report referred to in Article 24(3) does not show any improvement in the performance of the staff member, the Director may take one of the following measures:

(a) keep the staff member at his present step for an additional period of 12 months;

(b) terminate the contract of the staff member in accordance with point 3 of Article 7.

5. The amount of the financial bonus provided for in paragraph 1 and the other implementing rules in respect of this Article shall be decided by the Director at the beginning of each financial year.

CHAPTER VII

Disciplinary measures

Article 27

Disciplinary measures

1. Any failure by a staff member or former staff member to comply with his obligations under these Staff Regulations, whether intentionally or through negligence on his part, shall make him liable to disciplinary action.

2. Where the Director becomes aware of evidence of failure within the meaning of paragraph 1, he may launch administrative investigations to verify whether such failure has occurred.

3. Disciplinary rules, procedures and measures and the rules covering administrative investigations are laid down in Annex IX.

CHAPTER VIII

Appeals and Appeals Board

Article 28

Appeals

1. Any person to whom these Staff Regulations apply may submit to the Director a request that he take a decision relating to him in matters covered by these Staff Regulations. The Director shall notify the person concerned of his reasoned decision within two months from the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied decision rejecting it, against which a complaint may be lodged in accordance with the following paragraphs.

2. Any person to whom these Staff Regulations apply may submit to the Director a complaint against an act adversely affecting him, either where the Director has taken a decision or where he has failed to adopt a measure prescribed by the Staff Regulations. The complaint must be lodged within three months. The period shall start to run:

(a) on the date of publication of the act if it is a measure of a general nature;

(b) on the date of the notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification, if the measure affects a specified person; if, however, an act affecting a specified person also contains a complaint against another person, the period shall start to run in respect of that other person on the date on which he receives notification thereof but in no case later than the date of publication;

(c) on the date of expiry of the period prescribed for reply where the complaint concerns an implied decision rejecting a request as provided for in paragraph 1.

3. The Director shall notify the person concerned of his reasoned decision within one month from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it, against which an appeal may be lodged under paragraph 5.

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

4. The Director shall appoint a mediator for a renewable period of three years.

The mediator shall be a qualified, independent legal expert.

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.

5. 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.

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

(a) annul, or confirm, the decisions complained of;

(b) order the Centre incidentally to compensate any material damage sustained by the staff member starting from the day the annulled decision began to have effect;

(c) rule further that the Centre shall reimburse, within limits to be fixed by the Appeals 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 Staff Regulations.

CHAPTER IX

Pension schemes

Article 29

Pension schemes

The rules and conditions contained in the Pension Schemes Rules of the Centre, in accordance with the Pension Scheme Rules of the Coordinated Organisations, are applied to the staff members of the Centre. The New Pension Scheme (NPS) of the Centre applies to staff members who have taken up duty after 30 June 2005.

CHAPTER X

Secondment of the Centre's staff members

Article 30

Secondment of the Centre's staff members

A staff member on secondment is a staff member who, by decision of the Director, has been directed in the interests of the service to serve temporarily in a post outside the Centre.

Secondment in the interests of the service shall be governed by the following rules:

(a) the decision on secondment shall be taken by the Director after hearing the staff member concerned;

(b) the duration of secondment shall be determined by the Director;

(c) at the end of every six months, the staff member concerned may request that the secondment be terminated;

(d) a staff member on secondment is entitled to receive a differential payment where the total remuneration carried by the post to which he is seconded is less than that carried by his grade and step in the Centre; he shall likewise be entitled to reimbursement of all additional expenses entailed by his secondment;

(e) a staff member on secondment shall continue to pay pension contributions based on the salary for active employment carried by his grade and step in the Centre;

(f) a staff member on secondment shall retain his post, his right to advancement to a higher step and his eligibility for promotion;

(g) when his secondment ends a staff member shall at once be reinstated in the post formerly occupied by him or in the first vacant post corresponding to his grade provided that he satisfies the requirements for that post.

TITLE III

PROVISIONS APPLICABLE TO LOCAL STAFF

Article 31

Statutory provisions

Local 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 where they are employed. The following shall apply:

(a) local staff are employees who do not occupy posts defined in the Centre's table of staff members;

(b) subject to the provisions of this Title, the conditions of employment of local staff, in particular:

  (i) the conditions of their engagement and termination of their contract;

  (ii) their leave; and

  (iii) their remuneration

  are determined by the Centre in accordance with current rules and practice in the place where they are to perform their duties;

(c) local staff is bound by the provisions as established by Title I and the following provisions of Title II:

  (i) Chapter II: Articles 5 (age limit for employment) and 6 (medical examinations);

  (ii) Chapter III: Article 15 (salary advances);

  (iii) Chapter IV: Article 18 (travel on duty);

  (iv) Chapter V: Articles 19 (hours of work) and 21 (public holidays);

  (v) Annex IX: compensation for damage;

  and any regulations based thereon.

Article 32

Social security

As regards social security, the Centre shall be responsible for the employer's share of the social security contributions under current regulations in the place where they are to perform their duties.

Article 33

Remuneration

1. The remuneration of local 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 local 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 local staff shall be increased by the same percentage as that granted to staff members by the Board.

TITLE IV

REPRESENTATION OF EMPLOYEES

Article 34

Representation of employees

1. The Staff Committee shall represent all the employees of the Centre, as defined in Article 1.

2. The Staff committee shall be elected by the employees of the Centre by secret ballot for a period of two years.

3. The Staff Committee shall:

(a) defend the professional interests of all employees of the Centre;

(b) make proposals for improving the well-being of all employees;

(c) make suggestions regarding social, cultural and sporting activities for the employees;

(d) represent all employees vis-à-vis staff associations of other international organisations.

4. Terms of reference implementing this Article shall be approved by the Director after consultation of the Staff Committee.

TITLE V

TRANSITIONAL PROVISIONS

Article 35

Transitional provisions

1. Staff members in service at the date of entry into force of these Staff Regulations who have been continuously in the service of the Centre for more than three years shall be offered a contract of indefinite duration at the end of their present contract.

2. Staff members with less than three years of service at the date of entry into force of these Staff Regulations shall be offered a contract of indefinite duration on the expiry of their second contract.

ANNEX I

INDEMNITY FOR LOSS OF JOB

(Referred to in Article 7 of the Staff Regulations)

1. Entitlement to loss-of-job indemnity

   (a) An indemnity for loss of job may be awarded to a staff member whose employment is terminated under Article 7 paragraph 3(a) points (i) to (vi) of the Staff Regulations.

   (b) The indemnity shall not be due if:

      (i) the staff member has obtained another post at the same or higher grade at the Centre;

      (ii) the staff member has obtained a new appointment in another international organisation in the same locality;

      (iii) the staff member, as a public employee of a Member State or an international organisation, has obtained reintegration and remuneration in his national or international administration within three months following the termination of his contract by the Centre;

      (iv) the staff member's contract has been terminated as a result of a disciplinary procedure.

2. Payment of the indemnity

   Staff members shall be entitled to an indemnity amounting to 100 % of their net monthly remuneration multiplied by the number of years of service at the Centre up to a maximum of 24 months.

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

   The amount of the indemnity shall not represent a number of months, 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.

ANNEX II

EXPATRIATION ALLOWANCE

(Referred to in Article 10 of the Staff Regulations)

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) Staff members recruited before 1 January 1996:

      (i) staff members entitled to household allowance: 20 % of the reference salary;

      (ii) staff members not entitled to household allowance: 16 % of the reference salary.

   (b) Staff members recruited as from 1 January 1996:

      (i) staff members entitled to household allowance: 18 % of the reference salary during the first 10 years' service;

      (ii) staff members not entitled to household allowance: 14 % of the reference salary during the first 10 years' service.

2. The allowance is calculated on the first step in grade of recruitment or promotion. In years eleven, twelve and thirteen, rates of 14 % and 18 % shall be reduced by one point per year respectively to 11 % and 15 %.

3. The amount of the expatriation allowance shall not be lower than the basic salary amount payable to staff members in grade B 3, step 1.

4. Staff members entitled to an expatriation allowance with dependent children who are not paid an education allowance are entitled to be paid in addition an expatriated children allowance as established by the Coordinated Organisations.

ANNEX III

CHILDREN AND OTHER DEPENDANTS

(Referred to in Articles 11 and 13 of the Staff Regulations)

1. Dependant children

   (a) A legitimate, legally recognised natural or adopted child, of the staff member or of his spouse or registered partner, 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) A disabled child of the staff member or of his spouse or registered partner, regardless of the age of the child, is considered to be a dependant.

   (c) A child shall not be considered a dependant of the staff member:

      (i) when he attains the age of 26;

      (ii) when, before reaching that age, he is in receipt of a salary, income or fees in his own right.

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:

      (i) he is a parent or other close relative by blood or marriage;

      (ii) he lives continuously with the staff member or his spouse or registered partner, or is regularly admitted to an institution giving specialist medical care;

      (iii) the person concerned does not have adequate resources of his own to support himself.

ANNEX IV

HANDICAPPED DEPENDANTS

(Referred to in Article 11 of the Staff Regulations)

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 or special education or training.

2. The decision to grant the allowance shall be made by the Director after consulting an ad hoc 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 the Staff 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:

   (a) serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, myopathy and autonomic paralysis;

   (b) serious affection of the locomotor system;

   (c) serious affection of one or more sensory systems;

   (d) 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.

   The amount of the allowance shall be equal to the amount of the allowance for a dependant child, and shall be additional thereto.

ANNEX V

RENT ALLOWANCE

(Referred to in Article 11 of the Staff Regulations)

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(6)(a) of the Staff Regulations, and a sum calculated as follows:

   (a) 15 % of net basic salary for staff members of grades C and B, up to and including B 4;

   (b) 20 % of net basic salary for staff members of grades B 5 and B 6;

   (c) 22 % of net basic salary for staff members of grades A 1 and A 2.

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 B 4 inclusive;

   (b) 15 % of net basic salary in the case of grades B 5 and B 6, and A 1 and A 2.

   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

(Referred to in Articles 16 and 17 of the Staff Regulations)

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 16 of the Staff 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:

      (i) either for travel from their duty station to their place of residence at the time they were recruited;

      (ii) 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 Centre's administration 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 or registered partner and dependant children when they join the staff member at his duty station;

   (b) reimbursement of travel costs actually incurred by their spouse or registered partner and dependant children when their duties cease, except that the reimbursement may be refused if the staff member resigns before having completed 12 months' service at the Centre.

4. Spouses, registered partners, dependant children or other dependants as defined in Annex III 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 12 months' service at the Centre.

2. Reimbursement covers expenses incurred for the removal of household effects, including packing and the cost of insurance against ordinary risks (breakage, theft, fire).

   To claim expenses under the provisions of this Section, staff members must submit at least two estimates for prior approval by the Head of Administration and Personnel. The estimates must refer to the same weight (or volume), transported over the same distance.

   The Head of Administration and Personnel may, if he considers the estimates excessive, request estimates from other removal firms.

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

ANNEX VII

OFFICIAL DUTY EXPENSES

(Referred to in Articles 18 and 29 of the Staff Regulations)

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 the Staff Regulations.

Section I — Means of transport

1. General rules

Travel by staff members on duty shall be performed by the most economic means available, subject to the derogations provided for in this Section.

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 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:

(a) he shall be entitled only to reimbursement of the cost of the journey by the most economic means of transport;

(b) 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;

(c) 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.

2. Air travel

(a) All air travel shall be in economy class or equivalent, except where authorised by the Director.

(b) Staff members shall be entitled to business class or equivalent travel for journeys involving a flight of over four hours or a total time of travel of at least four hours involving two flights.

3. Rail travel

(a) Grades A and B shall be entitled to first class travel.

(b) 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 or sleeping compartments.

4. 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. The total sum paid may not exceed the amount that the Centre would otherwise have had to disburse.

(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. In such cases, passengers shall not be entitled to any reimbursement of travel costs. 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.

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 travel on official duty, except where the travel on official duty is being carried out in the place where the staff member lives.

2. Subsistence allowance shall be calculated as follows:

(a) if the travel on official duty involves hotel accommodation the staff member concerned shall be paid the full daily allowance;

(b) if the travel on official duty does not involve hotel accommodation:

(i) no subsistence allowance shall be payable for periods of less than four hours;

(ii) where the period of duty is between four and eight hours the staff members shall be entitled to 25 % of the daily allowance. For a period of more than eight hours but less than 24, the staff member shall be entitled to 50 % of the daily allowance;

(c) official journeys carried out in the province of Madrid will not be entitled to reimbursement of a subsistence allowance. Duly authorised minor expenditure (car parking fees, kilometres, taxi, public transport costs etc.) will be paid upon receipt;

(d) a notional period shall be added to the actual journey time for the purpose of calculating subsistence allowance to allow for travelling time to/from the main station or airport. This period shall be as follows:

(i) two hours will be added before the start of the train journey (real time of train departure) and another two hours will be added after the finish (real time of train arrival);

(ii) three hours before the start of the air travel (real time of flight departure) and another three hours will be added after the finish (real time of flight arrival);

(e) staff members who wish to add a weekend or a leave immediately preceding the travel on official duty will receive a subsistence allowance calculated from 15.00 hours on the day prior to the travel on official duty;

(f) staff members who wish to add a weekend or a leave immediately following the travel on official duty will receive a subsistence allowance calculated until 22.00 hours of the day on which the travel on official duty ends;

(g) in the case of overnight accommodation the allowance shall be reduced by 30 % if it is included in travel fares (night ferry, sleeping berth or compartment, by rail or air) and by 50 % if it is provided by an external body.

3. The allowance shall be deemed to cover all the expenses liable to be incurred by a staff member travelling on official 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) duly justified communication charges (Internet, postal, telegraphic, long-distance telephone charges, etc.) 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.

ANNEX VIII

SICK LEAVE, MATERNITY AND PATERNITY LEAVE, PARENTAL LEAVE AND OTHER SPECIAL LEAVE

(Referred to in Article 22 of the Staff Regulations)

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) A staff member may be requested to undergo a medical examination according to Article 6 paragraph 4 in the case of continuous absence exceeding 13 consecutive weeks due to sickness or accident, or in the case of the frequent recurrence of short periods of illness.

   (e) At any time during a sick leave of a staff member, the centre may request a medical check by an independent body.

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, maternity leave, paternity leave, parental leave and special paid 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 working 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.

   (d) The leave shall start not earlier than six weeks before the expected date of confinement shown in the certificate and end not earlier than 10 weeks and not later than 16 weeks after the date of confinement.

   In the case of multiple or premature birth or the birth of a handicapped child, the duration shall be of 20 weeks. Premature birth for the purposes of this provision is a birth taking place before the end of the 34th week of pregnancy.

   (e) Maternity leave on full pay, and not to be charged against sick or annual leave, shall be granted to a female staff member who legally adopts a child under 18 years.

   Maternity leave shall be for 16 weeks and such leave shall commence from the date of arrival of the child in the child's new home.

   In the case of multiple adoptions or the adoption of a handicapped child, the duration of the maternity leave shall be of 20 weeks.

(f) Paternity leave of 10 working days with full emoluments shall be granted to male staff members on the birth or adoption of a child who is recognised as dependent (as defined in point 3 of Article 11) and, in a case of adoption, who is under 18 years of age. It shall be increased to 12 working days in the case of a multiple birth or on the birth of a handicapped child.

The leave shall commence from the date of birth of the child or the arrival of the child in the child's new home, but may be postponed if the child is hospitalised.

(g) A staff member shall be entitled to up to two months of parental leave without basic salary for every child, to be taken during the first 12 months after the birth or adoption of the child. The minimum leave taken at any one time shall not be less than one month.

During parental leave, the staff member's membership of the social security scheme shall continue; the acquisition of pension rights, dependent child allowance and education allowance shall be maintained. The staff member shall retain his post, and continue to be entitled to advancement to a higher step or promotion in grade.

During parental leave, the staff member shall be entitled to an allowance of EUR 800 per month but may not engage in any other gainful employment.

The full contribution to the social security scheme shall be borne by the Centre.

(h) 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 the staff member's annual leave.

If a staff member receives financial compensation from the national authority, which recalled him, the amount of such compensation shall be deducted from his salary.

ANNEX IX

DISCIPLINARY PROCEEDINGS

(Referred to in Articles 2, 27 and 31 of the Staff Regulations)

SECTION 1

General provisions

Article 1

1. Whenever an internal investigation reveals the possibility of the personal involvement of a staff member, or a former staff member, that person shall rapidly be informed, provided this is not harmful to the investigation. In any event, conclusions referring by name to a staff member may not be drawn once the investigation has been completed without that staff member having been given the opportunity to comment on facts concerning him. The conclusions shall make reference to these comments.

2. In cases that demand absolute secrecy for the purposes of the investigation and requiring the use of investigative procedures falling within the remit of a national judicial authority, compliance with the obligation to invite the staff member to comment may, in agreement with the Director, be deferred. In such cases, no disciplinary proceedings may be opened before the staff member has been given a chance to comment.

3. If, following an internal investigation, no case can be made against a staff member about whom allegations have been made, the investigation in question shall be closed, with no further action taken, by decision of the Director, who shall inform the staff member in writing. The staff member may request that this decision be inserted in his personal file.

4. The Director shall inform the person concerned when the investigation ends, and shall communicate to him the conclusions of the investigation report.

Article 2

On the basis of the investigation report, after having notified the staff member concerned of all evidence in the files and after hearing the staff member concerned, the Director may:

(a) decide that no case can be made against the staff member, in which case he shall be informed accordingly in writing; or

(b) decide, even if there is or appears to have been a failure to comply with obligations, that no disciplinary measure shall be taken and, if appropriate, address a warning to the staff member; or

(c) in the case of failure to comply with obligations within the meaning of Article 27 of the Staff Regulations:

  (i) decide to initiate the disciplinary proceedings provided for in Section 4 of this Annex; or

  (ii) decide to initiate disciplinary proceedings before the Disciplinary Board.

Article 3

A staff member who, for objective reasons, cannot be heard under the provisions of this Annex may be asked to comment in writing or may be represented by a person of his choice.

SECTION 2

Disciplinary Board

Article 4

1. A Disciplinary Board shall be established whose members may be chosen from the staff members of the Centre or from a European institution.

2. The Disciplinary Board shall consist of a chairman and two full members, who may be replaced by alternates.

Article 5

1. The Director and the Staff Committee referred to in Article 34 of the Staff Regulations shall each appoint one member and one alternate at the same time. If for any reason no member and no alternate has been appointed by Staff Committee the Director may appoint provisional members to replace them until they are appointed.

2. The chairman and alternate for the chairman shall be appointed by the Director.

3. The chairman, the members and the alternates shall be appointed for a period of three years. However, the Centre may provide for a shorter period for members and alternates, subject to a minimum of one year.

4. The staff member concerned shall be entitled to reject one of the Disciplinary Board members within five days of the Disciplinary Board's establishment. The Director shall also be entitled to reject one of the Disciplinary Board's members. Within the same time limit, Disciplinary Board members may ask to be excused from duty for legitimate reasons and shall withdraw if a conflict of interests exists.

Article 6

1. The chairman and members of the Disciplinary Board shall be completely independent in the performance of their duties.

2. The deliberations and proceedings of the Disciplinary Board shall not be disclosed.

SECTION 3

Disciplinary measures

Article 7

1. The Director may impose one of the following penalties:

(a) a written warning;

(b) a reprimand;

(c) deferment of advancement to a higher step for a period of between one and 23 months;

(d) relegation in step;

(e) temporary downgrading for a period of between 15 days and one year;

(f) downgrading;

(g) removal from post, involving termination of contract, possibly accompanied by total or partial forfeiture of the loss-of job-indemnity.

2. Where the staff member is in receipt of a retirement pension or an invalidity allowance, the Director may decide to withhold an amount from the pension or the invalidity allowance for a given period; the effects of this measure shall not extend to the staff member's dependants. The staff member's income may not, however, be less than the minimum subsistence figure corresponding to the basic salary of a staff member at post C1/1, with the addition of any family allowances payable.

3. A single misconduct shall not give rise to more than one disciplinary penalty.

Article 8

The severity of the disciplinary penalties imposed shall be commensurate with the seriousness of the misconduct. To determine the seriousness of the misconduct and to decide upon the disciplinary penalty to be imposed, account shall be taken in particular of:

(a) the nature of the misconduct and the circumstances in which it occurred;

(b) the extent to which the misconduct adversely affects the integrity, reputation or interests of the Centre;

(c) the extent to which the misconduct involves intentional actions or negligence;

(d) the motives for the staff member's misconduct;

(e) the staff member's grade and seniority;

(f) the degree of the staff member's personal responsibility;

(g) the level of the staff member's duties and responsibilities;

(h) whether the misconduct involves repeated action or behaviour;

(i) the conduct of the staff member throughout the course of his career.

SECTION 4

Disciplinary proceedings not involving the Disciplinary Board

Article 9

The Director may decide on the penalty of a written warning or reprimand without consulting the Disciplinary Board. In such case the staff member concerned shall be heard before such action is taken by the Director.

SECTION 5

Disciplinary proceedings before the Disciplinary Board

Article 10

1. The Director shall submit a report to the Disciplinary Board, stating clearly the facts complained of and, where appropriate, the circumstances in which they arose, including any aggravating or extenuating circumstances.

2. The report shall be communicated to the staff member concerned and to the chairman of the Disciplinary Board, who shall bring it to the attention of the members of the Disciplinary Board.

Article 11

1. Upon receipt of the report, the staff member concerned shall have the right to obtain his complete personal file and to take copies of all documents relevant to the proceedings, including exonerating evidence.

2. The staff member concerned shall have not less than 15 days from the date of receipt of the report initiating the disciplinary proceedings to prepare a defence.

3. The staff member may be assisted by a person of his choice.

Article 12

If, in the presence of the Chairman of the Disciplinary Board, the staff member concerned acknowledges misconduct on his part and accepts unreservedly the report referred to in Article 10 of this Annex, the Director may, in accordance with the principle of proportionality between the nature of the misconduct and the penalty being considered, withdraw the case from the Disciplinary Board. Where a case is withdrawn from the Disciplinary Board the Chairman shall deliver an opinion on the penalty considered. Under this procedure the Director may, by derogation from Article 9 of this Annex, impose one of the penalties provided for in Article 7(1)(a) to (d) of this Annex.

The staff member concerned shall be informed before acknowledging his misconduct of the possible consequences of such acknowledgement.

Article 13

Before the first meeting of the Disciplinary Board, the chairman may give to one of its members the task of preparing a general report on the matter and shall inform the other members of the Disciplinary Board accordingly.

Article 14

1. The staff member concerned shall be heard by the Disciplinary Board; at the hearing, he may submit observations in writing or orally, whether in person or through a representative. He may call witnesses.

2. The Centre shall be represented before the Disciplinary Board by a staff member mandated by the Director to this effect.

Article 15

After consideration of documents submitted and having regard to any statement made orally or in writing, the Disciplinary Board shall, by majority vote, deliver a reasoned opinion as to whether the facts complained of are established and as to any penalty to which those facts should give rise. This opinion shall be signed by all the members of the Board. The Disciplinary Board shall transmit the opinion to the Director and to the staff member concerned within two months of the date of receipt of the report of the Director, provided that this time limit is commensurate with the degree of complexity of the case.

Article 16

1. Expenses incurred on the initiative of a staff member concerned in the course of disciplinary proceedings, and in particular fees paid to a person chosen to assist the staff member or for his defence, shall be borne by the staff member where the disciplinary proceedings result in the imposition of one of the penalties provided for in Article 7 of this Annex.

2. However, the Director may decide otherwise in exceptional cases where the burden on the staff member concerned would be unfair.

Article 17

1. After hearing the staff member, the Director shall take his decision as provided for in Articles 8 and 9 of this Annex within two months of receipt of the opinion of the Disciplinary Board. Reasons must be given for the decision.

2. If the Director decides to close the case without imposing any disciplinary penalty, he shall so inform the staff member concerned in writing without delay. The staff member concerned may request that this decision be inserted in his personal file.

SECTION 6

Suspension

Article 18

1. If the Director accuses a staff member of serious misconduct, whether through a failure to honour his professional obligations or through an infringement of the law, he may immediately suspend the person accused of that misconduct for a specified or indefinite period.

2. The Director shall take this decision after hearing the staff member concerned, save in exceptional circumstances.

Article 19

1. The decision suspending a staff member shall state whether the staff member is to continue to receive his full remuneration during the period of suspension or what part thereof is to be withheld. The amount paid to the staff member shall not under any circumstances be less than the minimum subsistence figure corresponding to the basic salary of a staff member at grade C 1/1 with the addition of any family allowances payable.

2. The situation of a suspended staff member must be definitively settled within six months of the date on which the suspension takes effect. If no such decision is taken within six months, the staff member concerned shall be entitled to again receive full remuneration, subject to paragraph 3.

3. Remuneration may continue to be withheld in part after the six-month deadline referred to in paragraph 2 if the staff member concerned is the subject of criminal proceedings for the same acts and is in custody as a result of those proceedings. In such cases the staff member shall not receive full remuneration until the competent court has ordered his release.

4. Sums withheld under paragraph 1 shall be repaid to the staff member if the final decision imposes a disciplinary penalty no more severe than a written warning, reprimand or deferment of advancement to a higher step, or if no disciplinary penalty is imposed; in the latter case, the repayment shall be made with compound interest at the rate of 3,5 % per year.

SECTION 7

Parallel criminal prosecution

Article 20

Where the staff member is prosecuted for those same acts, a final decision shall be taken only after a final judgment has been handed down by the court hearing the case.

SECTION 8

Final provisions

Article 21

A staff member against whom a disciplinary penalty other than removal from post has been ordered may, after three years in the case of a written warning or reprimand or after six years in the case of any other penalty, submit a request for the deletion from his personal file of all reference to such measure. The Director shall decide whether to grant this request.

Article 22

Where new facts supported by relevant evidence come to light, disciplinary proceedings may be reopened by the Director on its own initiative or on application by the staff member concerned.

Article 23

If no case has been made against the staff member pursuant to Article 15 of this Annex, the staff member shall be entitled to request that the damage suffered should be made good through suitable publicity for the decision of the Director.

Article 24

The Board of the Centre shall adopt implementing arrangements for these procedures.

ANNEX X

APPEALS BOARD

(Referred to in Article 28 of the Staff Regulations)

1. Jurisdiction

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

2. 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 considered to be in order unless the Chairman, or his deputy, and two members, or their deputies, are present.

(d) The members of the Appeals 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.

3. Secretariat of the Appeals Board

(a) The Secretary of the Appeals Board shall be appointed by the Director and shall be a staff member of the Centre.

(b) In the exercise of his duties, the Secretary of the Appeals Board shall act as a registrar and shall be subject only to the authority of the Appeals Board.

4. Appeals

(a) Appeals submitted to the Appeals 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 by one of the parties 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 Appeals 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.

5. 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 Appeals 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 Appeals 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 Appeals 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.

6. Convening of the Appeals 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.

7. Meetings of the Appeals Board

(a) The meetings of the Appeals Board shall be held in private (unless the Appeals Board decides otherwise). The Appeals 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 memoranda.

(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 Appeals 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 Appeals Board and may not refuse to give the required information.

(e) Persons attending a meeting of the Appeals Board shall in no case divulge any facts coming to their notice or any opinions expressed during the proceedings.

8. Decisions of the Appeals Board

(a) In exceptional circumstances, the Appeals 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 Appeals Board may, however, be requested to rectify clerical mistakes, errors in calculation and obvious slips in a decision rendered. Requests for rectification must be submitted within six months of the date when the mistake was noted.