This document is meant purely as a documentation tool and the institutions do not assume any liability for its contents

►**B**

COUNCIL REGULATION (ECSC, EEC, EURATOM) No 1860/76

of 29 June 1976

laying down the Conditions of Employment of Staff of the European Foundation for the Improvement of Living and Working Conditions

(OJ L 214, 6.8.1976, p. 24)

Amended by:

		Official Journal		
		No	page	date
►**M1**	Council Regulation (EEC, Euratom, ECSC) No 1238/80 of 13 May 1980	L 127	4	22.5.1980

▼B

COUNCIL REGULATION (ECSC, EEC, EURATOM) No 1860/76

of 29 June 1976

laying down the Conditions of Employment of Staff of the European Foundation for the Improvement of Living and Working Conditions

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to Council Regulation (EEC) No 1365/75 of 26 May 1975 on the creation of a European Foundation for the Improvement of Living and Working Conditions [1], and in particular Article 17 thereof,

Having regard to the proposal from the Commission,

Whereas it is for the Council, acting on a proposal from the Commission, to adopt provisions governing the staff of this Foundation,

HAS ADOPTED THIS REGULATION:

TITLE I

GENERAL PROVISIONS

Article 1

1. These Conditions of Employment shall apply to:

— the director and deputy director of the Foundation,

— the staff of the Foundation,

— the local staff of the Foundation.

2. For the purposes of these Conditions of Employment, staff engaged to fill a post which is included in the budget of the Foundation shall be regarded as staff of the Foundation.

3. For the purposes of these Conditions of Employment, 'local staff' means staff engaged according to local practice for manual or service duties, assigned to a post not included in the list of posts appended to the budget of the Foundation and paid from the total appropriations for the purpose under the budget.

4. The director, who shall be nominated by the Commission of the European Communities, shall be engaged in a post which is included in the list of posts appended to the budget of the Foundation for the purpose of exercising the duties provided for in Article 9 of Regulation (EEC) No 1365/75.

The deputy director, who shall be nominated by the Commission of the European Communities, shall be engaged in a post which is included in the list of posts appended to the budget of the Foundation for the purpose of assisting the director and replacing him should he be absent or otherwise prevented from performing his duties.

5. The director has the power to conclude contracts of employment with the staff referred to in paragraphs 2 and 3.

The chairman of the Administrative Board of the Foundation shall have the power to sign the contracts of employment with the director and deputy director.

---

[1] No L 139, 30. 5. 1975, p. 1.

▼B

TITLE II

THE STAFF OF THE FOUNDATION

CHAPTER 1

Article 2

Staff may be engaged for a fixed or indefinite period.

Fixed-term contracts may not be concluded for periods of more than five years and shall be renewable.

Article 3

Staff shall not be engaged for any purpose other than that of filling, in accordance with this Title, vacant posts included in the list of posts appended to the budget of the Foundation. Every vacant post which is to be filled shall be advertised in an appropriate manner. The advertising procedure shall be established by the Administrative Board.

Article 4

Staff shall be divided into four categories, subdivided into grades corresponding to the duties to be performed.

Staff shall be graded according to qualifications and experience.

The following table shows the corresponding grade for each basic post:

Category	Grades	Basic post
A	A 5	Principal Administrator
	A 6, A 7	Administrator
	A 8	Assistant Administrator
B	B 1	Principal Administrative Assistant
	B 3	Senior Administrative Assistant
	B 5	Administrative Assistant
C	C 1	Principal Secretary Principal Clerical Officer
	C 2, C 3	Secretary/Shorthand Typist Clerical Officer
	C 5	Typist Clerical Assistant
D	D 2	Skilled Employee
	D 4	Unskilled Employee

By reference to this table, the Administrative Board shall, by agreement with the Commission of the European Communities, define the duties and powers attaching to each basic post.

Article 5

The grade and step at which staff are engaged shall be stated in their contract.

A staff member shall be recruited at the first step in his grade. However, the director may, taking account of the training and special experience for the post of the person concerned, allow additional seniority in his grade. This shall not exceed 48 months.

Assignment of staff to a post carrying a higher grade than that at which they were engaged shall be recorded in an agreement supplementary to their contract of employment.

▼B

Article 6

1. A Staff Committee shall be set up which shall perform the duties assigned to it by these Conditions of Employment.

2. The composition and procedure of this Committee shall be determined by the Administrative Board of the Foundation in accordance with Annex I.

3. The Staff Committee shall represent the interests of the staff *vis-à-vis* the Foundation and maintain continuous contact between the Foundation and the staff. It shall contribute to the smooth running of the Foundation by providing a channel for the expression of opinion by the staff.

It shall bring to the notice of the director any difficulty having general implications concerning the interpretation and application of these Conditions of Employment. It may be consulted on any difficulty of this kind.

The Committee shall submit to the director suggestions concerning the organization and operation of the service and proposals for the improvement of staff working conditions or general living conditions.

4. A staff member whose contract is for more than one year or for an indefinite period shall be entitled to vote in elections and stand for election to the Staff Committee.

A staff member whose contract is for less than one year shall also be entitled to vote if he has been employed by the Foundation for at least six months.

CHAPTER 2

Rights and obligations

Article 7

Staff shall carry out their duties and conduct themselves solely with the interests of the Foundation in mind; they shall neither seek nor take instructions from any government, authority, organization or person outside the Foundation.

They shall not without the permission of the director accept from any government or from any other source outside the Foundation any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before engagement or during leave for military or other national service and in respect of such service.

Article 8

Staff shall abstain from any action and, in particular, any public expression of opinion which may reflect on their position.

They may not engage in an outside activity, whether gainful or not.

Article 9

If the spouse of a staff member is in gainful employment, the staff member shall inform the director thereof.

Should the nature of the employment prove to be incompatible with that of the staff member and if the staff member is unable to give an undertaking that it will cease within a specified period, the director shall decide whether he is to continue in his post.

Article 10

Any staff member who in the performance of his duties is called upon to decide on a matter in the handling or outcome of which he has a personal interest such as to impair his independence shall inform the director thereof.

▼B

Article 11

A staff member who is a candidate for parliamentary election shall apply for unpaid leave for a period not exceeding three months.

The director shall consider the case of any staff member so elected. Having regard to the importance of the position to which the staff member has been elected and the duties it entails, the director shall decide whether the staff member concerned should continue in active employment or apply for unpaid leave. In the latter case, the duration of the leave shall be equal to the term for which the staff member has been elected.

Article 12

After leaving the service staff shall continue to be bound by the duty to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

Article 13

Staff shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they shall not in any manner whatsoever disclose to any unauthorized person any document or information not already made public. They shall continue to be bound by this obligation after leaving the service.

Staff members shall not, whether alone or together with others, publish or cause to be published, without the permission of the director, any matter dealing with the work of the Foundation. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Foundation.

Article 14

All rights in any writings or other work done by staff in the performance of their duties shall be the property of the Foundation.

Article 15

Staff shall not, without permission from the director, disclose on any grounds whatsoever, in any legal proceedings information of which they have knowledge by reason of their duties. Permission shall be refused only where the interests of the Foundation so require and such refusal would not entail criminal consequences as far as the staff member in question is concerned. Staff shall continue to be bound by this obligation after leaving the service.

The preceding paragraph shall not apply to staff or former staff giving evidence before the Court of Justice of the European Communities on a matter concerning staff or former staff of the Foundation.

Article 16

Staff shall reside either in the place where they are employed or at no greater distance therefrom than is compatible with the proper performance of their duties.

Article 17

Whatever his rank, a staff member shall assist and tender advice to his superiors; he shall be responsible for the performance of the duties assigned to him.

A staff member in charge of any branch of the service shall be responsible to his superiors in respect of the authority conferred on him and for carrying out instructions given by him. The responsibility of his subordinates shall in no way release him from his own responsibilities.

A staff member who receives instructions which he considers to be irregular or likely to give rise to serious difficulties shall inform his

▼B

immediate superior thereof, if necessary in writing. If he then receives written confirmation of the instructions from his superior, he shall carry them out unless they constitute a breach of criminal law ►M1 or of the relevant safety standards ◄.

Article 18

A staff member may be required to make good, in whole or in part, any damage suffered by the Foundation 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 with regard to disciplinary matters.

The Court of Justice of the European Communities shall have unlimited jurisdiction in disputes arising under this provision.

Article 19

The privileges and immunities enjoyed by staff are accorded solely in the interests of the Foundation. Subject to the Protocol on Privileges and Immunities of the European Communities, staff shall not be exempt from fulfilling their private obligations or from complying with the laws and police regulations in force.

Article 20

The Foundation shall assist every staff member, in particular in proceedings against any person perpetrating threats, insulting or defamatory acts or utterances, or any attack to person or property to which he or a member of his family is subjected by reason of his position or duties.

It shall compensate him for damage suffered in such cases, in so far as the staff member did not either intentionally or through grave negligence cause the damage and has been unable to obtain compensation from the person who did cause it.

It shall facilitate such further training and instruction for staff as is compatible with the proper functioning of the service and is in accordance with its own interests.

▼M1

A staff member assigned by the director of the Foundation to teaching duties under the further training and instruction scheme provided for in the third paragraph may be granted an allowance on the conditions laid down in Article 9a of Annex IV.

▼B

Article 21

Staff shall be entitled to exercise the right of association; they may in particular be members of trade unions or staff associations.

Article 22

Staff may submit requests to the director.

Any decision relating to a specific individual which is taken under these Conditions of Employment shall, without delay, be communicated in writing to the staff member concerned. Any decision adversely affecting a staff member shall state the reasons on which it is based.

Specific decisions regarding the administrative status of a staff member shall be posted without delay in the premises of the Foundation.

▼B

CHAPTER 3

Conditions of engagement

Article 23

1. The engagement of staff shall be directed to securing for the Foundation the services of persons of the highest standard of ability, efficiency and integrity, recruited on the broadest possible geographical basis from among nationals of the Member States of the European Communities.

Staff shall be selected without reference to race, creed or sex.

No posts shall be reserved for nationals of any specific Member State.

2. A staff member may be engaged only on condition that:

(a) he is a national of one of the Member States of the European Communities, unless an exception is authorized by the Administrative Board, and enjoys his full rights as a citizen;

(b) he has fulfilled any obligations imposed on him by the laws concerning military service;

(c) he produces the appropriate character references as to his suitability for the performance of his duties;

(d) he is physically fit to perform his duties; and

(e) he produces evidence of a thorough knowledge of one of the languages of the European Communities and of a satisfactory knowledge of another language of the Communities to the extent necessary for the performance of his duties.

Article 24

Before being engaged, a staff member shall be medically examined by a medical practitioner appointed by the Foundation in order that the Foundation may be satisfied that he fulfils the requirements of Article 23 (2) (d).

Article 25

A staff member may be required to serve a probationary period not exceeding six months.

On expiry of the probationary period, the employment of a staff member whose work has not proved adequate shall be terminated. In such case, the staff member shall receive compensation equal to one-third of his basic salary for each complete month worked on probation.

▼M1

Where during his probationary period a staff member is prevented, by sickness or accident, from performing his duties for one month or more, the authority empowered to conclude contracts of employment may extend his probationary period by the corresponding length of time.

▼B

CHAPTER 4

Working conditions

Article 26

Staff in active employment shall at all times be at the disposal of the Foundation.

However, the normal working week shall not exceed 42 hours, the hours of the working day to be determined by the director.

Article 27

Staff may not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Sundays

▼B

or public holidays shall be authorized only in accordance with the procedure laid down by the director. The total overtime which a staff member may be asked to work shall not exceed 150 hours in any six months.

Overtime worked by staff in Categories A and B shall carry no right to compensation or remuneration.

As provided in Annex II, overtime worked by staff in Categories C and D shall entitle them either to compensatory leave or to remuneration where the requirements of the service do not allow compensatory leave during the month following that in which the overtime was worked.

Article 28

Staff shall be entitled to annual leave of not less than 24 working days nor more than 30 working days per calendar year, in accordance with rules to be laid down by the Administrative Board in agreement with the Commission of the European Communities, after consulting the Staff Committee.

Apart from this annual leave, staff may exceptionally, on application, be granted special leave. The rules relating to such leave are laid down in Annex III.

Article 29

Pregnant women shall, in addition to the leave provided for in Article 28, be entitled on production of a medical certificate to leave starting six weeks before the excepted date of confinement shown in the certificate and ending ►**M1** 10 weeks ◄ after the date of confinement; such leave shall not be for less than ►**M1** 16 weeks ◄.

Article 30

1. A staff member who provides evidence of incapacity to perform his duties because of sickness or accident shall automatically be entitled to paid sick leave.

He shall notify the Foundation of his incapacity as soon as possible and at the same time state his present address. He shall produce a medical certificate if he is absent for more than three days. He may be required to undergo a medical examination arranged by the Foundation.

If, over a period of 12 months, a staff member is absent for up to three days because of sickness for a total of more than 12 days, the director shall take a decision on the advice of the medical practitioner designated by the Foundation after consulting a medical practitioner designated by the staff member.

Paid sick leave shall not, however, exceed the length of time, which must in any event be not less than one month, worked by the staff member. The leave shall not extend beyond the term of his contract.

On expiry of these time limits, a staff member whose contract is not terminated, despite his inability to resume his duties, shall be placed on unpaid leave.

However, where a staff member contracts an occupational disease or sustains an accident in the performance of his duties, he shall continue to receive his full remuneration throughout the period during which he is incapable of working until such time as he is awarded the benefits laid down for this purpose by the national laws that are applicable pursuant to Article 38.

2. Staff shall undergo a medical check-up every year either by a medical practitioner designated by the Foundation or by a medical practitioner of their choice.

In the latter case, the practitioner's fees shall be payable by the Foundation up to a maximum fixed by the Administrative Board.

▼B

Article 31

Except in case of sickness or accident, a staff member may not be absent without prior permission from his immediate superior. Without prejudice to any disciplinary measures that may apply, any unauthorized absence which is duly established shall be deducted from the annual leave of the person concerned. If he has used up his annual leave, he shall forfeit his remuneration for an equivalent period.

If a staff member wishes to spend sick leave elsewhere than at the place where he is employed, he shall obtain prior permission from the director.

Article 32

A list of public holidays shall be drawn up by the Administrative Board in agreement with the Commission of the European Communities after consulting the Staff Committee.

Article 33

In exceptional circumstances a staff member may at his own request be granted unpaid leave on compelling personal grounds. The director shall determine the length of such leave, which shall not exceed one-quarter of the length of time already worked by the staff member concerned or three months, whichever is the shorter.

Any period of leave granted in accordance with the first paragraph shall not count for purposes of the application of the second paragraph of Article 35.

Article 34

A staff member who is recalled to serve in the armed forces shall be placed on leave with full remuneration, for a period equal to the length of time worked by him, up to a maximum of three months. At the end of this period he shall, for the remainder of his service in the armed forces and up to a maximum of half the length of time worked by him, receive compensation equal to one-third of his basic salary. At the end of this further period he shall be placed on unpaid leave.

However, the payments provided for in the preceding paragraph shall be reduced by the amount of service pay received by the person concerned during the relevant period.

CHAPTER 5

Remuneration and expenses

Article 35

In accordance with Annex IV a staff member shall be entitled to the remuneration carried by his grade and step.

A staff member who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

Article 36

In the event of a staff member's death, the surviving spouse or dependent children shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred.

Article 37

A staff member shall be entitled, as provided for in Annex IV, to reimbursement of expenses incurred by him on taking up appointment or leaving the service, and also to reimbursement of expenses incurred in the course of or in connection with the performance of their duties.

▼B

CHAPTER 6

Social security benefits

Article 38

1. So that staff members are insured against sickness, accident, invalidity and death and can build up a retirement pension, they shall be subject to the social security laws in force in the Member State in which they are employed.

However, as regards the provisions other than those relating to family allowances (regulations for the granting of which are provided for in Annex IV), staff members may choose between the legislation of the aforesaid Member State, that of the Member State to which they were last subject or that of the Member State of which they are nationals. This choice, which may be exercised only once within six months of the date on which the contract of employment is concluded or this Regulation enters into force, shall have effect from the date of entry into service.

The Foundation shall pay the employer's contributions required under the legislation applicable where the staff member is affiliated to a compulsory social security scheme, or two-thirds of the member's contributions where he remains voluntarily affiliated to the national social security scheme of which he was a member before he entered the service of the Foundation or voluntarily joins a national social security scheme.

2. Where it is not possible to apply paragraph 1, staff members shall be insured, at the expense of the Foundation, against sickness, accident, invalidity and death and for the provision of a retirement pension, for the equivalent of the two-thirds share specified in paragraph 1. Detailed rules for applying the foregoing shall be laid down by the Administrative Board after consultation with the Staff Committee.

Article 39

▼M1

1. On the birth of a child to a staff member, the person who has actual care of the child shall receive a grant of Bfrs 8 000.

The same grant shall be paid to a staff member who adopts a child who is less than five years of age and is a dependant within the meaning of Article 7 (2) of Annex IV.

This amount is equivalent to the amount specified in Article 74 (1) of the Staff Regulations of officials of the European Communities and shall be automatically adjusted in line with any change in that amount.

▼B

2. The grant provided for in paragraph 1 shall also be payable in the event of termination of pregnancy after not less than seven months.

▼M1

3. The recipient of a grant on the birth of a child shall declare any grants of the same nature received from other sources for the same child; such grants shall be deducted from the grant provided for above. Where both parents are members of the staff of the Foundation, the grant shall be paid once only.

▼B

Article 40

In the event of a staff member's death, the Foundation shall bear the costs involved in transporting the body to his place or origin.

Article 41

Gifts, loans or advances may be made to staff members who are in a particularly difficult position as a result, *inter alia*, of serious or protracted illness or by reason of family circumstances.

▼B

The foregoing paragraph shall apply by analogy to a former staff member after expiry of his contract where, as a result of a serious or protracted illness contracted, or of an accident sustained during his employment, he is incapable of working and proves that such illness or accident is not covered by another social security scheme.

CHAPTER 7

Recovery of overpayments

Article 42

Any sum overpaid shall be recovered if the recipient was aware that there was no due reason for the payment or if the fact of the overpayment was patently such that he could not have been unaware of it.

CHAPTER 8

Appeals

Article 43

1. Any person to whom these Conditions of Employment apply may submit to the director a request that he take a decision relating to him. The director shall notify the person concerned of his reasoned decision within four 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 paragraph 2.

2. Any person to whom these Conditions of Employment apply may submit to the Administrative Board 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 Conditions of Employment. The complaint must be lodged within three months. The period shall start to run:

— on the date of notification of the decision to the person concerned, but in no case later than the date on which he became aware of the decision, if the measure affects a specified person; if, however, an act affecting a specified person also adversely affects 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;

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

The Administrative Board shall notify the person concerned of its reasoned decision within four months 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 Article 44.

3. A request or complaint by a staff member shall be submitted through his immediate superior, except where it concerns that person, in which case it may be submitted direct to the authority next above.

Article 44

1. The Court of Justice of the European Communities shall have jurisdiction in any dispute between the Foundation and any person to whom these Conditions of Employment apply regarding the legality of an act adversely affecting such person within the meaning of Article 43 (2). In disputes of a financial character the Court of Justice shall have unlimited jurisdiction.

▼B

2. An appeal to the Court of Justice of the European Communities shall lie only if:

— the Administrative Board has previously had a complaint submitted to it pursuant to Article 43 (2) within the period prescribed therein, and

— the complaint has been rejected by express or implied decision.

3. Appeals under paragraph 2 shall be filed within three months. The period shall begin:

— on the date of notification of the decision taken in response to the complaint;

— on the date of expiry of the period prescribed for the reply where the appeal is against an implied decision rejecting a complaint submitted pursuant to Article 43 (2); nevertheless, where a complaint is rejected by express decision after being rejected by implied decision but before the period for lodging an appeal has expired, the period for lodging the appeal shall start to run afresh.

4. By way of derogation from paragraph 2, the person concerned may, after submitting a complaint to the Administrative Board pursuant to Article 43 (2), immediately file an appeal with the Court of Justice, provided that such appeal is accompanied by an application either for a stay of execution of the contested act or for the adoption of interim measures. The proceedings in the principal action before the Court of Justice shall then be suspended until such time as an express or implied decision rejecting the complaint is taken.

5. Appeals under this Article shall be investigated and heard as provided in the Rules of Procedure of the Court of Justice of the European Communities.

CHAPTER 9

Termination of employment

Article 45

Apart from cessation on death, employment shall cease:

1. where the contract is for a fixed period:

   (a) on the date stated in the contract;

   (b) at the end of the period of notice specified in the contract, where the latter contains a clause giving the staff member or the Foundation the option to terminate earlier. Such period of notice shall be not more than three months;

   (c) at the end of the month in which the staff member reaches the age of 65 years.

   If the Foundation terminates the contract, the staff member shall be entitled to compensation equal to one-third of his basic salary for the period between the date when his duties end and the date when his contract expires;

2. where the contract is for an indefinite period:

   (a) at the end of the period of notice stipulated in the contract; the length of the period of notice shall not be less than two days for each completed month of service, subject to a minimum of 15 days and a maximum of three months. The period of notice shall not, however, commence to run during maternity leave or sick leave, provided such sick leave does not exceed three months. It shall, moreover, be suspended during maternity or sick leave subject to the limit aforesaid;

   (b) at the end of the month in which the staff member reaches the age of 65 years.

▼B

Article 46

Employment, whether for a fixed or for an indefinite period:

1. shall be terminated by the Foundation without notice if the staff member is called to serve in the armed forces;

2. may be terminated by the Foundation without notice:

   (a) at the end of the probationary period in accordance with the second paragraph of Article 25;

   (b) without prejudice to Article 11, if the staff member is elected to public office and the director considers such public office to be incompatible with the discharge of his normal duties with the Foundation;

   (c) if the staff member ceases to satisfy the requirements of Article 23 (2) (a) and (d);

   (d) if the staff member is unable to resume his duties at the end of a period of paid sick leave as provided for in Article 30. In such case the staff member shall receive an allowance equal to his basic salary plus family allowances at the rate of two days for each completed month of service.

Article 47

1. Employment may be terminated without notice on disciplinary grounds in serious cases of failure of staff to comply with their obligations, whether intentionally or through negligence on their part. A reasoned decision shall be taken by the director after the person concerned has had an opportunity to submit his defence.

2. In such cases the director may decide to withhold in whole or in part the resettlement allowance provided for in Annex IV.

Article 48

1. The employment of a staff member shall be terminated by the Foundation, without notice if the director finds:

(a) that at the time of his engagement he deliberately furnished false information as to either his professional ability or the requirements of Article 23 (2); and

(b) that the false information furnished was a determining factor in his being engaged.

2. In such case the director shall, after hearing the staff member concerned, declare that his employment is terminated. The staff member shall then immediately cease to perform his duties. Article 47 (2) shall apply.

TITLE III

LOCAL STAFF

Article 49

Subject to the provisions of this Title, the conditions of employment of local staff, in particular:

(a) the manner of their engagement and termination of their contract,

(b) their leave, and

(c) their remuneration,

shall be determined by the Administrative Board in agreement with the Commission of the European Communities in accordance with current rules and practice in the place where they are to perform their duties.

▼B

Article 50

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

Article 51

Any dispute between the Foundation and a member of the local staff shall be submitted to the competent court in accordance with the laws in force in the place where the member of the local staff concerned performs his duties.

Article 52

A member of the local staff whose contract is for more than one year or for an indefinite period shall be entitled to vote in elections and stand for election to the Staff Committee. A member of the local staff whose contract is for less than one year shall also be entitled to vote if he has been employed for at least six months.

TITLE IV

THE DIRECTOR AND THE DEPUTY DIRECTOR

Article 53

1. Without prejudice to Article 54, the provisions applicable to the director and deputy director shall be determined by the Administrative Board.

2. The deputy director shall assist the director and replace him when he is absent or otherwise prevented from carrying out his duties.

Article 54

Articles 3, 7, 8, 10, 12, 13, 15, 16, 18, 19, 20 and 21, concerning rights and obligations, and Articles 43 and 44 concerning appeals by staff of the Foundation shall apply by analogy to the director and the deputy director.

TITLE V

PRIVILEGES AND IMMUNITIES

Article 55

Articles 12 to 16 of the Protocol on the Privileges and Immunities of the European Communities shall apply to staff of the Foundation as well as to the director and the deputy director.

Local staff shall be covered by Article 12 (a) of this Protocol.

TITLE VI

TAXATION

Article 56

Council Regulation (EEC, Euratom, ECSC) No 260/68 of 29 February 1968 laying down the condition and procedure for applying the tax for the benefit of the European Communities [1] shall apply by analogy to staff of the Foundation as well to the director and deputy director.

Tax shall be collected by the Foundation by means of deduction at source. The tax proceeds shall be entered as revenue in the budget of the European Communities.

[1] OJ No L 56, 4. 3. 1968, p. 8.

▼B

TITLE VII

FINAL PROVISION

Article 57

The general provisions for giving effect to these Conditions of Employment shall be adopted by the Administrative Board, with the agreement of the Commission of the European Communities, on a proposal from the director and after consulting the Staff Committee.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

▼B

ANNEX I

COMPOSITION AND PROCEEDINGS OF THE STAFF COMMITTEE

Sole Article

The Staff Committee shall comprise the members thereof, together with their alternates if any, whose term of office shall be two years. The Foundation may, however, decide to fix a shorter term of office which may not be less than one year.

The conditions for election to the Staff Committee shall be laid down by the general meeting of the staff in service at the relevant place of employment. Election shall be by secret ballot.

Membership of the Staff Committee shall be such as to ensure the representation of all categories of staff.

Elections to the Staff Committee shall be valid only if two-thirds of the staff entitled to vote take part. However, if this proportion is not attained, the second vote shall be valid if the majority of those entitled take part.

The duties undertaken by members of the Staff Committee and by staff appointed to organs set up by the Foundation shall be deemed to be part of their normal service. The fact of performing such duties shall in no way be prejudicial to the person concerned.

▼B

ANNEX II

COMPENSATORY LEAVE AND REMUNERATION FOR OVERTIME

Article 1

Within the limits laid down in Article 27 of the Conditions of Employment, overtime worked by a staff member in Category C or D shall entitle him to compensatory leave or to remuneration as follows:

(a) for each hour of overtime, he shall be entitled to ►M1 one hour and a half off ◄ as compensatory leave; if the hour of overtime is worked between 2200 hours and 0700 hours or on a Sunday or on a public holiday, the entitlement to compensatory leave shall be ►M1 two hours ◄; in the granting of compensatory leave, account shall be taken of the exigencies of the service and the preference of the staff member concerned;

(b) where the exigencies of the service do not permit compensatory leave to be taken during the month following that during which the overtime was worked, the director shall authorize remuneration for uncompensated hours of overtime at the rate of ►M1 0·56 % ◄ of the monthly basic salary for each hour of overtime on the basis set out in subparagraph (a);

(c) to qualify for compensatory leave or remuneration for one hour's overtime, the extra time worked must have been more than 30 minutes.

Article 2

If a staff member is travelling on mission, travelling time shall not be treated as overtime for the purposes of this Annex. As regards hours worked at the place of assignment in excess of the normal number of working hours, compensatory leave or remuneration, as the case may be, may be allowed by decision of the director.

Article 3

Notwithstanding Articles 1 and 2 remuneration for overtime worked by certain groups of staff in Categories C and D in special conditions may be paid in the form of a fixed allowance the amount and terms of which shall be determined by the Administrative Board after consulting the Staff Committee.

▼B

ANNEX III

LEAVE

Section 1

ANNUAL LEAVE

Article 1

In the year in which a staff member enters or leaves the service, he shall be entitled to two working days' leave per complete month of service, to two working days for an incomplete month consisting of more than 15 days and to one working day for an incomplete month of 15 days or less.

Article 2

Annual leave may be taken all at once or in several periods as desired by the staff member and according to the exigencies of the service. It must, however, include at least one period of two consecutive weeks. Staff entering the service shall be granted annual leave only after completing three months' duty; leave may be approved earlier than this in exceptional cases for reasons duly substantiated.

Article 3

If, during annual leave, a staff member contracts an illness which would have prevented him from attending for duty if he had not been on leave, his annual leave shall be extended by the duration of his incapacity, subject to production of a medical certificate.

Article 4

Where a staff member, for reasons other than the requirements of the service, has not used up his annual leave before the end of the current calendar year, the amount of leave which may be carried over to the following year shall not exceed 12 days.

Where a staff member at the time of leaving the service has not used up all his annual leave, he shall be paid compensation equal to one-thirtieth of his monthly remuneration at the time of leaving the service for each day's leave due to him.

A sum calculated in the manner provided in the preceding paragraph shall be deducted from payment due to a staff member who at the time of leaving the service has drawn annual leave in excess of his entitlement up to that date.

Article 5

Where a staff member is recalled to duty for service reasons while on annual leave or has had his leave cancelled, any costs incurred by him shall be reimbursed, subject to production of appropriate evidence, and travelling time shall be granted afresh.

Section 2

SPECIAL LEAVE

Article 6

In addition to annual leave, staff may, on application, be granted special leave. In particular, in the following cases special leave shall be granted as shown:

— marriage of the staff member: four days,

— change of residence of the staff member: up to two days,

— serious illness of spouse: up to three days,

— death of spouse: four days,

— serious illness of a relative in the ascending line: up to two days,

— death of a relative in the ascending line: two days,

— birth or marriage of a child: two days,

— serious illness of a child: up to two days,

— death of a child: four days.

▼B

Section 3

TRAVELLING TIME

Article 7

To the period of leave provided for in Section 1 above shall be added travelling time based on the distance by rail between the place of leave and the place of employment, calculated as follows:

— 50 to 250 km: one day for the outward-and-return journey,

— 251 to 600 km: two days for the outward-and return journey,

— 601 to 900 km: three days for the outward-and return journey,

— 901 to 1 400 km: four days for the outward-and return journey,

— 1 401 to 2 000 km: five days for the outward-and-return journey,

— more than 2 000 km: six days for the outward-and return journey.

Special exceptions may be granted on application by the person concerned on production of evidence that the outward-and-return journey cannot be completed in the time allowed.

For the purposes of this Article, the place of leave in respect of annual leave is the staff member's place of origin.

The preceding provisions shall apply to staff whose place of employment and place of origin are in Europe. Should the place of employment and/or origin be outside Europe, the travelling time shall be fixed by special decision taking into account particular needs.

Where special leave is granted in pursuance of Section 2 above, any travelling time shall be fixed by special decision taking into account particular needs.

▼M1

Where a staff member benefits from the third subparagraph of Article 15 (2) of Annex IV, the travelling time based on the distance by rail between the place of origin and the place of employment shall be as follows:

— up to 900 km: one day for the outward and return journey,

— more than 900 km: two days for the outward and return journey.

▼B

ANNEX IV

REMUNERATION AND EXPENSES

Section 1

GENERAL PROVISIONS

Article 1

Remuneration shall comprise basic salary, family allowances and other allowances.

▼M1

Article 2

Staff members' remuneration shall be expressed in Belgian francs. It shall be paid in the currency of the country in which the staff member performs his duties.

Remuneration paid in a currency other than Belgian francs shall be calculated on the basis of the exchange rates applicable to remuneration by virtue of Article 63 of the Staff Regulations of officials of the European Communities.

▼B

Article 3

Where a staff member's remuneration is expressed in Belgian francs it shall, after the compulsory deductions set out in these Conditions of Employment or in any implementing regulations that have been made, be weighted at a rate above, below or equal to 100%, depending on living conditions in the various places of employment.

These weightings shall be those fixed by the Council of the European Communities as provided in Articles 64 and 65 (2) of the Staff Regulations of Officials of the European Communities.

Article 4

Basic monthly salaries are determined for each grade and step as provided in the following table:

Grades	Steps							
	1	2	3	4	5	6	7	8
A 5	52 068	55 348	58 628	61 908	65 188	68 468	71 748	75 028
A 6	44 538	47 120	49 702	52 284	54 866	57 448	60 030	62 612
A 7	37 926	39 969	42 012	44 055	46 098	48 141	50 184	52 227
A 8	33 193	34 644	36 095	37 546	38 997	40 448	41 899	43 350
B 1	44 538	47 120	49 702	52 284	54 866	57 448	60 030	62 612
B 3	31 528	33 141	34 754	36 367	37 980	39 593	41 206	42 819
B 5	23 675	24 805	25 935	27 065	28 195	29 325	30 455	31 585
C 1	27 443	28 679	29 915	31 151	32 387	33 623	34 859	36 095
C 2	23 460	24 590	25 720	26 850	27 980	29 110	30 240	31 370
C 3	21 687	22 655	23 623	24 591	25 559	26 527	27 495	28 463
C 5	17 492	18 353	19 214	20 075	20 936	21 797	22 658	23 519
D 2	18 140	19 054	19 968	20 882	21 796	22 710	23 624	24 538
D 4	15 558	16 310	17 062	17 814	18 566	19 318	20 070	20 822

Article 5

Remuneration shall be subject to the same adjustments as those decided by the Council of the European Communities for the remuneration of officials of the Communities. ►M1 ——————— ◄

▼B

Section 2

FAMILY ALLOWANCES

Article 6

1. The household allowance shall be fixed at 5% of the basic salary or Bfrs 1 276, whichever is the greater.

2. The household allowance shall be granted to:

(a) a married staff member

(b) a staff member who is widowed, divorced, legally separated or unmarried and has one or more dependent children within the meaning of Article 7 (2) and (3);

(c) by special reasoned decision of the director based on supporting documents, a staff member who, while not fulfilling the conditions laid down in (a) and (b), nevertheless actually assumes family responsibilities.

3. If the spouse of a staff member is gainfully employed, with an annual income, before deduction of tax, of more than ►M1 the basic annual salary of a staff member in the third step of grade C 3, weighted at the rate for the country where the spouse carries out his or her occupation ◄, the staff member entitled to the household allowance shall not receive this allowance save by special decision of the director. The staff member shall, however, be entitled to the allowance whether the married couple have one or more dependent children.

4. In cases where, under paragraphs 1 to 3, a husband and wife employed by the Foundation are both entitled to the household allowance, this shall be payable only to the person whose basic salary is the higher.

Article 7

1. A staff member who has one or more dependent children shall, in accordance with paragraphs 2 and 3 below, receive an allowance of Bfrs 1 983 per month for each dependent child.

2. 'Dependent child' means a legitimate, natural or adopted child of a staff member, or of his spouse, who is actually being maintained by the staff member.

The same shall apply to a child for whom an application for adoption has been lodged and the adoption procedure started.

3. The allowance shall granted:

(a) automatically for children under 18 years of age;

(b) on application, with supporting evidence, by the staff member for children between 18 and 26 who are receiving educational or vocational training.

4. Any person whom the staff member has a legal responsibility to maintain and whose maintenance involves heavy expenditure may, exceptionally, be treated as if he were a dependent child by special reasoned decision of the director, based on supporting documents.

5. Payment of the allowance in respect of a child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.

6. Not more than one dependent child allowance shall be paid in respect of any one dependent child within the meaning of this Article, even where the spouse of the staff member is in the service of an institution of the European Communities.

Article 8

A staff member shall receive an education allowance equal to the actual education costs incurred by him up to a maximum of Bfrs 1 772 per month for each dependent child within the meaning of Article 7 (2) above who is in regular full-time attendance at an educational establishment.

Entitlement to this allowance shall commence on the first day of the month in which the child begins to attend a primary educational establishment and shall cease at the end of the month in which the child reaches the age of 26.

The maximum prescribed in the first paragraph shall be doubled for:

▼M1

— a staff member whose place of employment is at least 50 kilometres from either:

— a European school, or

▼M1

— an educational establishment working in his language which the child attends for imperative educational reasons duly supported by evidence, or

▼B

— a staff member whose place of employment is at least 50 km from an establishment of higher education in the country of which he is a national or working in his language, provided that the child actually attends an establishment of higher education at least 50 km from the place of employment and the staff member is entitled to the expatriation allowance; the latter condition shall not apply if there is no such establishment in the country of which the staff member is a national.

Article 9

1. Staff in receipt of family allowances referred to in this section shall declare allowances of like nature paid from other sources; such latter allowances shall be deducted from those paid under Articles 6, 7 and 8.

2. The dependent child allowance may be doubled by special reasoned decision of the director based on medical documents establishing that the child concerned is suffering from a mental or physical handicap which involves the staff member in heavy expenditure.

▼M1

Section 2a

TEACHING ALLOWANCE

Article 9a

A staff member assigned by the director of the Foundation to provide instruction under the further training and instruction scheme provided for in the third paragraph of Article 20 of the conditions of employment may be granted an allowance equal to 0·45 % of his basic monthly salary in respect of each hour of instruction given outside normal working hours.

This allowance shall be paid together with the remuneration for one of the months following that during which the instruction was given.

▼B

Section 3

EXPATRIATION ALLOWANCE

Article 10

►M1 1. ◄ An expatriation allowance equal to 16% of the total amount of the basic salary plus the household allowance and the dependent child allowance to which the staff member is entitled shall be paid:

(a) to staff:

— who are not and have never been nationals of the State in whose ►M1 ——————— ◄ territory the place where they are employed is situated, and

— who during the five years ending six months before they entered the service did not habitually reside or carry on their main occupation within the European territory of that State. For the purposes of this provision, circumstances arising from work done for another State or for an international organization shall not be taken into account;

(b) to staff who are or have been nationals of the State in whose territory the place where they are employed is situated but who during the 10 years ending at the date of their entering the service habitually resided outside the European territory of that State for reasons other than the performance of duties in the service of a State or of an international organization.

The expatriation allowance shall be not less than Bfrs 3 543 per month.

▼M1

2. A staff member who is not and has never been a national of the State in whose territory he is employed and who does not fulfil the conditions laid down in paragraph 1 shall be entitled to a foreign residence allowance equal to one quarter of the expatriation allowance.

3. For the purposes of paragraphs 1 and 2, a staff member who has by marriage automatically acquired and cannot renounce the nationality of the State in whose territory he or she is employed shall be treated in the same way as a member of staff covered by the first indent of paragraph 1 (a).

▼B

Section 4

REIMBURSEMENT OF EXPENSES

A. **Installation allowance and resettlement allowance**

Article 11

1. A staff member engaged for a fixed period of not less than one year, or deemed by the director to be engaged for an equivalent period if his contract is for an indefinite period, shall receive an installation allowance as provided in paragraph 2 amounting, for an expected period of service of:

— not less than one year but less than two years:	to one-third	of the rate laid down in paragraph 2(a) below
— not less than two years but less than three years:	to two-thirds	
— three years or more:	to three-thirds	

2. (a) A staff member who qualifies for the expatriation allowance or furnishes evidence of having been obliged to change his place of residence in order to comply with Article 16 of the Conditions of Employment shall be entitled to an installation allowance equal to two months' basic salary if he is entitled to the household allowance or equal to one month's basic salary if he is not.

In cases where a husband and wife employed by the Foundation are both entitled to the installation allowance, it shall be payable only to the person whose basic salary is the higher.

The installation allowance shall be weighted at the rate fixed for the place where the staff member is employed.

(b) An installation allowance of the same amount shall be paid to any staff member who is transferred to a new place of employment and is thereby obliged to change his place of residence in order to comply with Article 16 of the Conditions of Employment.

(c) The installation allowance shall be calculated by reference to the marital status and salary of the staff member either at the time of his engagement or at the end of his probationary period, where there is a probationary period, or on the date of his transfer to a new place of employment.

The installation allowance shall be paid on production of documents establishing the fact that the staff member, together with his family if he is entitled to the household allowance, has settled at the place where he is employed.

(d) A staff member who is entitled to the household allowance and does not settle with his family at the place where he is employed shall receive only half the allowance to which he would otherwise be entitled; the second half shall be paid when his family settles at the place where he is employed, provided that it does so within the periods laid down in Article 16 (4). Where the staff member is transferred to the place where his family resides before his family has settled at the place where he is employed, he shall not thereby be entitled to an installation allowance.

(e) A staff member who has received an installation allowance and who voluntarily leaves the service of the Foundation within two years from the date of entering it shall, on leaving the service, refund part of the allowance, in proportion to the unexpired portion of that two-year period.

(f) A staff member in receipt of installation allowance shall declare any allowance of like nature which he received from other sources; such latter allowances shall be deducted from the allowance provided for in this Article.

Article 12

1. A staff member who satisfies the requirements of Article 11 (1) shall be entitled on termination of service to a resettlement allowance equal to two month's basic salary in the case of a staff member who is entitled to household allowance or to one month's basic salary in other cases, provided that he has completed four years of service and does not receive a similar allowance in his new employment.

In cases where a husband and wife employed by the Foundation are both entitled to the resettlement allowance, this shall be payable only to the person whose basic salary is the higher.

▼B

A staff member who has completed more than one year's but less than four years' service shall receive a resettlement allowance proportionate to his length of service, incomplete years being disregarded.

Periods of unpaid leave shall be disregarded in calculating this period.

The resettlement allowance shall be weighted at the rate fixed for the place where the staff member was last employed.

2. In the event of the death of a staff member, the resettlement allowance shall be paid to the surviving spouse or, in the absence of such a person, to the dependants within the meaning of Article 7 above, even if the requirement as to length of service laid down in paragraph 1 is not satisfied.

3. The resettlement allowance shall be calculated by reference to the marital status and salary of the staff member at the date of termination of service.

4. The resettlement allowance shall be paid against evidence that the staff member and his family, or, where the staff member has died, his family only, have resettled at a place situated not less than 70 km from the place where the staff member was employed.

Resettlement of a staff member or of the family of a deceased staff member shall take place within three years of the date of termination of his service.

This time limit shall not apply as against persons entitled under him who can prove that they were unaware of the foregoing provisions.

Article 13

However, the installation allowance provided for in Article 11 and the resettlement allowance provided for in Article 12 shall not be less than:

— Bfrs 5 000 for a staff member who is entitled to household allowance; and

— Bfrs 3 000 for a staff member who is not entitled to household allowance.

B. **Travel expenses**

Article 14

1. A staff member shall be entitled to reimbursement of travel expenses for himself, his spouse and his dependants actually living in his household:

(a) on taking up his appointment, from the place where he was recruited to the place where he is employed;

(b) on termination of service, from the place where he is employed to the place of origin as defined in paragraph 3 below.

In the event of the death of a staff member, the widow and dependants shall be entitled to reimbursement of travel expenses under the same conditions.

Travel expenses shall also include the cost of seat reservations, transport of luggage and, where applicable, hotel expenses necessarily incurred.

2. The basis for the calculation of reimbursement shall be:

— the shortest and most economical standard route by rail between the place of employment and the place of recruitment or origin;

— first-class fare for staff in Categories A and B; second-class fare for other staff;

— where the journey includes not less than six hours of night travel between 2200 hours and 0700 hours, sleeping accommodation up to the cost of tourist class or couchette, on production of the relevant ticket.

Where a means of transport other than that mentioned above is used, calculation of reimbursement shall be based on the cost by rail in the appropriate class, excluding sleeping accommodation. Where calculation on this basis is not possible, the terms of reimbursement shall be determined by special decision of the director.

3. The place of origin of a staff member shall be determined when he takes up his appointment, account being taken of where he was recruited or the centre of his interests. The place of origin as so determined may by special decision of the director be changed while the staff member is in the service or when he leaves the service. While he is in the service, however, such decision shall be taken only exceptionally and on production by the staff member of appropriate supporting evidence.

The effect of such a change shall not, however, be such as to recognize as the centre of the staff member's interests a place outside the territories of the Member States of the European Communities or of the countries and territories

▼B

listed in Annex IV to the Treaty establishing the European Economic Community.

Article 15

1. A staff member shall be entitled to be paid a sum equivalent to the cost of travel from the place where he is employed to his place of origin as defined in Article 14 for himself and, if he is entitled to household allowance, for his spouse and dependants within the meaning of Article 7:

— once in each calendar year if the distance by rail between the place of employment and the place of origin is more than 50 km but less than 725 km;

— twice in each calendar year if the distance by rail between the place of employment and the place of origin is 725 km or more;

such distances to be calculated according to the methods laid down in Article 14 (2).

In cases where a husband and wife are both employed by the Foundation, each has the right in respect of himself or herself and in respect of dependants to the flat-rate payment of travelling expenses, in accordance with the above provisions; each dependant shall be entitled to one payment only. The payment in respect of dependent children is fixed at the request of the husband or wife, on the basis of the place of origin of either of them.

Where a staff member marries and is for that reason recognized as being entitled to household allowance the travel expenses payable for the spouse shall be calculatedin proportion to the period from the date of the marriage to the end of the year.

Any alteration to the basis of calculation which may arise from changes in family status after the date of payment of the sums in question shall not render the staff member concerned liable to make repayment.

Travel expenses for children aged four to 10 years shall be calculated on the basis of half fare, the children being deemed for the purposes of calculation to have completed their fourth or 10th year on 1 January of the current year.

2. The flat-rate payment shall be based on the cost of a first-class return ticket by rail in the case of staff in Categories A and B and of a second-class return ticket in the case of other staff.

▼M1

However, if the distance of the outward and return journey is 800 kilometres or more, payment for staff members in categories C and D shall be based on the cost of a first-class ticket.

Where the distance by rail between the place of employment and the place of origin exceeds 500 kilometres and in cases where the usual route includes a sea-crossing, the staff member concerned shall be entitled, on production of the tickets, to reimbursement of the cost of travel by air in the class immediately below luxury class or first class.

▼B

Where calculation on this basis is not possible, the terms of payment shall be determined by special decision of the director.

3. A staff member whose service is terminated in the course of a calendar year for any reason other than death or who is on unpaid leave during part of the year shall, if he is in active employment in the service of the Foundation for less than nine months of that year, be entitled only to part of the payment provided for in paragraph 1, calculated in proportion to the time spent in active employment.

4. The preceding provisions shall apply to staff whose place of employment and place of origin are in Europe. A staff member whose place of employment and/or place of origin are outside Europe shall be entitled once in each calendar year, subject to the submission of supporting documents, to repayment of travel expenses to his place of origin, or to repayment of travel expenses to another place not exceeding the expense of travel to his place of origin.

5. Only such staff as have been in the service of the Foundation for at least nine months shall qualify for entitlement under this Article.

C. **Removal expenses**

Article 16

1. A staff member for a fixed period of not less than one year, or deemed by the director to be engaged for an equivalent period if his contract is for an inde-

▼B

finite period, shall, as provided below, be entitled to reimbursement of removal expenses.

2. The expenses incurred in respect of removal of furniture and personal effects, including the cost of insurance against ordinary risk (breakage, theft, fire), shall be reimbursed to a staff member who is obliged to change his place of residence in order to comply with Article 16 of the Conditions of Employment and who has not been reimbursed in respect of the same expenses from another source. Such reimbursement shall not exceed the amount of an estimate approved in advance. Not less than two estimates shall be submitted to the appropriate department of the Foundation, which may, if it considers the estimates to be excessive, select another removal firm. In the latter case, entitlement to reimbursement may be limited to the amount of that firm's estimate.

3. On termination of service or on the death of a staff member, the expenses incurred in respect of removal from the place where he was employed to his place of origin shall be reimbursed.

Where the deceased staff member was unmarried, the expenses shall be reimbursed to those entitled under him.

4. Removal shall be effected within one year of the end of the staff member's probationary period.

On termination of service, removal shall be effected within three years as provided in the second subparagraph of Article 12 (4).

Removal expenses arising after the expiry of the time limits set out above shall be reimbursed only in exceptional cases and by special decision of the director.

D. **Daily subsistence allowance**

Article 17

1. Where a staff member furnishes evidence that he must change his place of residence in order to satisfy the requirements of Article 16 of the Conditions of Employment, he shall be entitled for a period specified in paragraph 2 to a daily subsistence allowance as follows:

	Entitled to household allowance		Not entitled to household allowance	
	1st to 15 day	from 16th day	1st to 15th day	from 16th day
	Belgian francs per calendar day			
Categories A and B	775	350	525	275
Categories C and D	700	325	450	225

In cases where a husband and wife employed by the Foundation are both entitled to the daily subsistence allowance, the rates shown in the first two columns shall be applicable only to the person whose basic salary is the higher. The rates shown in the other two columns shall be applicable to the other person.

The above scale shall accord with that laid down by the Council of the European Communities each time remuneration is reviewed pursuant to Article 65 of the Staff Regulations of Officials of the Communities.

2. The period in respect of which the daily subsistence allowance is granted shall be as follows:

(a) in the case of a staff member who is not entitled to household allowance: 120 days;

(b) in the case of a staff member who is entitled to household allowance: 180 days or if the staff member is required to serve a six-month probationary period, that period plus one month.

In cases where a husband and wife employed by the Foundation are both entitled to the daily subsistence allowance, the period in respect of which it is granted as laid down in (b) shall apply to the person whose basic salary is the higher. The period laid down in (a) shall apply to the other person.

In no case shall the daily subsistence allowance be granted beyond the date on which the staff member removes in order to satisfy the requirements of Article 16 of the Conditions of Employment.

▼B

3. The daily subsistence allowance provided for in paragraph 1 shall be reduced by half during any period when the staff member receives the daily subsistence allowance for staff on mission provided for in Article 18.

E. **Mission expenses**

Article 18

1. A staff member travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the following provisions.

2. The travel order shall state the probable duration of the mission, on the basis of which shall be calculated any advance which the staff member may draw against subsistence allowance. Save where a special decision is taken, no advance shall be payable where the mission is not expected to involve an absence of more than 24 hours and is to be carried out in a country using the same currency as that used in the place where the staff member is employed.

Article 19

1. Travel expenses for staff on mission shall cover the cost of rail transport by the shortest route, first-class for staff in Categories A and B and second-class for other staff.

Where an outward and return journey of 800 km or more is involved, staff in categories C and D shall be entitled to reimbursement of the first-class rail fare in respect of the foregoing expenses.

By decision of the director, staff in Categories C and D travelling on mission involving an outward-and-return journey of less than 800 km shall be entitled to reimbursement of the first-class rail fare when accompanying a member of the Administrative Board, the director or a staff member who is travelling first-class.

Travel expenses shall also include:

— the cost of seat reservations and transport of necessary luggage;

— supplements for special fast trains (reimbursed against production of special tickets where these are issued);

— supplements for sleeping accommodation (reimbursed against production of sleeper tickets) where the journey includes not less than six hours of night travel between 2200 and 0700 hours:

  — in a double sleeper;

  — where the train does not have sleeping accommodation of this category, reimbursement shall, with the consent of the director, correspond to the category immediately above or to single sleeper if that is the only category of sleeping accommodation available.

2. Staff may be authorized to travel by air. In such case reimbursement may be made against production of tickets for the class immediately below ►M1 luxury class or ◄ first-class.

By decision of the director, staff accompanying a member of the Administrative Board or the director on a given mission may, on production of tickets, be reimbursed the cost of the journey in the same class as that used by the member or the director.

Under the conditions laid down in the rules provided for in the second subparagraph of Article 12 (2) of Annex VII to the Staff Regulations of the European Communities, staff who travel on mission under particularly tiring conditions may, by decision of the director, be reimbursed the cost of the journey in the class used, on production of tickets.

By special decision of the director, staff may be authorized to take luggage in excess of the free allowance.

3. For journeys by sea, the class of travel shall be determined in each case by the director. Staff travelling by sea shall receive, instead of the daily subsistence allowance provided for in Article 20, an allowance of Bfrs 225 per 24-hour period of the journey.

4. A staff member may be authorized to use his own car on a given mission, provided that the duration of the mission is not thereby increased.

Reimbursement of travel expenses shall in that case be calculated on the standard basis prescribed in paragraph 1.

In the case of a staff member travelling regularly on mission in special circumstances, however, the director may decide to grant him an allowance per

▼B

kilometre covered instead of reimbursement of rail fares, if the use of public transport and reimbursement of travel expenses on the normal basis involve definite disadvantages.

A staff member authorized to use his own car shall remain fully liable for any accidents to his car or to third parties; he must be in possession of an insurance policy covering civil liability up to an amount considered adequate by the director.

Article 20

1. (a) The daily subsistence allowance for staff on mission shall be paid on the following scale:

I Categories A and B	II Categories C and D
Bfrs 1 320	Bfrs 1 220

(b) In the case of missions outside the European territory of Member States of the European Communities, the director may decide to apply other rates.

2. The subsistence rates set out in columns I and II shall be reduced by Bfrs 330 and Bfrs 315 respectively for any day's absence on mission, reckoned in accordance with paragraph 4, during which the staff member has incurred sleeper costs reimbursable by the Foundation.

3. The same deductions shall be made where the staff member has not had to spend the night away from the place where he is employed.

4. Subject to paragraphs 2 and 3, daily subsistence allowance for staff on mission shall be calculated in accordance with the following rules:

(a) Mission of 24 hours or less:

— six hours or less: reimbursement of actual expenses up to a quarter of the daily subsistence allowance;

— 12 hours or less, but more than six hours: half the daily subsistence allowance;

— 24 hours or less, but more than 12 hours: a whole day's subsistence allowance.

(b) Mission of more than 24 hours:

— for each period of 24 hours: a whole day's subsistence allowance;

— for any further period of six hours or less: no subsistence allowance:

— for any further period of 12 hours or less, but more than six hours: half the daily subsistence allowance;

— for any further period of more than 12 hours: a whole day's subsistence allowance.

5. The daily subsistence allowance for staff on mission shall be considered to cover all expenditure incurred, including local travel at the place of mission, save for the expenses mentioned below, which shall be reimbursed against supporting documents:

(a) cost of telegrams and inland trunk or international telephone calls where incurred for official purposes;

(b) entertainment expenses in cases covered by Article 21;

(c) exceptional expenditure necessarily incurred by the staff member for the purposes of the mission, either on receipt of special instructions or on account of *force majeure* and in the interests of the Foundation, and resulting in disbursement out of reasonable proportion to the allowance provided.

6. Where the mission is expected to last for at least four weeks in the same place and the staff member concerned has been so advised before departure, subsistence rates may be reduced by one quarter.

Such reduction may be decided on during the course of the mission; in such case it shall take effect not less than eight days after the staff member concerned has been notified thereof, provided that there remain not less than four weeks of mission to be completed, reckoned from the date of notification.

7. Where a staff member on mission has a meal or accommodation provided or reimbursed by one of the institutions of the European Communities or by a national or international administration or organization, he shall declare it.

▼B

His daily subsistence allowance shall be reduced by Bfrs 200 for each meal provided, the allowances provided for in columns I and II shall be reduced by Bfrs 450 and Bfrs 420 respectively for each day's accommodation provided. Where a staff member on mission has all his meals and accommodation provided or reimbursed by one of the institutions of the European Communities or by a national or international administration or organization, he shall receive an allowance of Bfrs 225 for each period of 24 hours in place of the daily subsistence allowance for missions provided for above.

8. The rates indicated in paragraphs 1, 2 and 7 are increased by 10% when the mission is to Paris, by 5% when the mission is to Brussels, Luxembourg or Strasbourg and by 10% for staff of categories C and D when the mission is to Strasbourg.

F. **Fixed reimbursement of expenses**

Article 21

In the case of staff who, as a result of special instructions, occasionally incur entertainment expenses for official purposes, the amount of the entertainment allowance shall be determined in each instance on the basis of supporting documents and on terms to be laid down by the director.

Article 22

Staff employed in a place where housing conditions are recognized as being particularly difficult may be paid a housing allowance.

The list of places for which the allowance may be granted, the maximum amount of the allowance and the rules for granting it shall be determined by the Council of the European Communities in accordance with the procedure laid down in Article 65 (3) of the Staff Regulations of Officials of these Communities.

Article 23

A staff member employed in a place where transport is recognized as being particularly difficult and expensive because of the remoteness of housing from the place of work may be paid a transport allowance.

The list of places for which the allowance may be granted, the maximum amount of the allowance and the rules for granting it shall be determined by the Council of the European Communities in accordance with the procedure laid down in Article 65 (3) of the Staff Regulations of Officials of these Communities.

Section 5

Article 24

►**M1** The rates contained in Section 4 ◄ shall be automatically adapted whenever the corresponding rates contained in the Staff Regulations applicable to officials of the European Communities are modified.

Section 6

PAYMENT OF SUMS DUE

Article 25

1. Payment of remuneration to staff shall be made on the 15th day of each month for the month then current. The amount of remuneration shall be rounded off upwards to the next Belgian franc.

2. Where remuneration is not due in respect of a complete month, the amount shall be divided into thirtieths, and

(a) where the actual number of days payable is 15 or less, the number of thirtieths due shall equal the actual number of days payable;

(b) where the actual number of days payable is more than 15, the number of thirtieths due shall equal the difference between the actual number of days not payable and 30.

3. Where entitlement to family allowances and expatriation allowance commences after the date of entering the service, the staff member shall receive these from the first day of the month in which such entitlement commences. On cessation of such entitlement the staff member shall receive the sum due up to the last day of the month in which entitlement ceases.

▼B

Article 26

Payments shall be made to each staff member at the place and in the currency of the country where he carries out his duties.

The provisions laid down in Article 17 (2), (3) and (4) of Annex VII to the Staff Regulations of Officials of the European Communities shall apply by analogy.