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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		
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►**M1**	Council Regulation (EEC, Euratom, ECSC) No 1238/80 of 13 May 1980	L 127	4	22.5.1980
►**M2**	Council Regulation (ECSC, EEC, Euratom) No 510/82 of 22 February 1982	L 64	15	8.3.1982
►**M3**	Council Regulation (Euratom, ECSC, EEC) No 680/87 of 23 February 1987	L 72	15	14.3.1987

Corrected by:

►**C1** Corrigendum, OJ L 77, 23.3.1982, p. 12 (510/82)

►**C2** Corrigendum, OJ L 103, 15.4.1987, p. 46 (680/87)

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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.

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

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TITLE II

THE STAFF OF THE FOUNDATION

CHAPTER 1

Article 2

Staff may be engaged for a fixed or indefinite period.

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Fixed-term contracts may not be concluded for periods of more than five years; fixed-term contracts may be renewed on the same basis once only. Any subsequent renewal shall be for an indefinite period.

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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:

▼M3

Category	Grade	Basic post
A	A 4 A 5	Principal administrator
	A 6 A 7	Administrator
	A 8	Assistant administrator
B	B 1	Principal administrative assistant
	B 2 B 3	Senior administrative, technical and secretarial assistants
	B 4 B 5	Administrative technical and secretarial assistants
C	C 1	Principal secretary Principal clerical officer
	C 2 C 3	Secretary/shorthand typist Clerical officier
	C 4 C 5	Typist Clerical assistant
D	D 1	Head of unit
	D 2 D 3	Skilled employee
	D 4	Unskilled employee

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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.

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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.

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A staff member assigned to a post in a higher grade than at which he was engaged shall, in his new grade, have the seniority corresponding to the notional step equal to or next above the notional step reached in his former grade, plus the amount of the two-yearly increment for his new grade.

For the purpose of this provision, each grade shall be divided into notional steps corresponding to months of service and notional salaries, rising by one twenty-fourth of the two-yearly increment for that grade, throughout the span of the actual steps. In no case shall the staff member receive in his new grade a basic salary lower than that which he would have received in his former grade.

A staff member assigned to a post in a higher grade than that at which he was engaged shall be classified not lower than the initial step for that grade.

Article 5a

The ability, efficiency and conduct in the service of each staff member shall be the subject of a periodical report made at least once every two years as provided for by the director in agreement with the Commission of the European Communities after consulting the Staff Committee of the Foundation.

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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

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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.

▼M3

Article 11

A staff member who is a candidate for elective public office shall apply for leave on personal grounds for a period not exceeding three months.

The director shall consider the case of any staff member elected to such office. Having regard to the importance of the office and the duties it entails, the director shall decide whether the staff member concerned should continue in active employment or apply for leave on personal grounds. In the latter case, the duration of the leave shall be equal to the term for which the staff member has been elected. Where the employee has a fixed-term contract, however, the duration of leave on personal grounds shall not exceed the unexpired period of the contract.

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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.

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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 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.

▼B

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.

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).

▼M3

Where a negative medical opinion is given as a result of the medical examination provided for in the first paragraph, the candidate may, within twenty days of being notified of this opinion by the Foundation, request that his case be submitted for the opinion of a medical committee composed of three doctors chosen by the director from among the Community's medical officers. The doctor responsible for the initial negative opinion shall be heard by the medical committee. The candidate may refer the opinion of a doctor of his choice to the medical committee. Where the opinion of the medical committee confirms the conclusions of the medical examination provided for in the first paragraph, the candidate shall pay 50 % of the fees and of the incidental costs.

Article 25

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

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

Not less than one month before the expiry to 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 efficiency and conduct in the service. This report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. A probationer whose work has not proved adequate for establishment in his post shall be dismissed.

A report on the probationer may be made at any time during the probationary period if his work is proving obviously inadequate. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. On the basis of the report the director may decide to dismiss the probationer before the end of the probationary period, giving him one month's notice; the period of service may not, however, exceed the normal probationary period.

A dismissed probationer shall receive compensation equal to one third of his basic salary for each full month of the probationary period served.

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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 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.

▼B

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 ◄.

▼M3

Article 29a

Exceptionally, the director may, upon application setting out the reasons therefor, authorize a staff member to work half-time if he considers that this would be fully in the interests of the Foundation.

The procedure for granting this autorization is laid down in Annex VII.

A staff member authorized to work half-time shall in each month, in the manner provided for by the director, work half the normal working time.

▼B

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.

▼M3

Paid sick leave shall not, however, exceed three months, or the length of time worked by the staff member where the latter period is longer. The leave shall not extend beyond the term of his contract.

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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.

▼M2

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 invalidity pension provided for under Article 41b.

▼B

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.

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

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.

▼M3

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 for staff having less than four years' seniority,

— six months in all other cases.

During his leave, a staff member shall cease to be insured against sickness and accident as provided for in Articles 38 and 38a.

However, a staff member who provides evidence that he cannot be covered by any other public scheme of insurance against the risks referred to in Articles 38 and 38a may, not later than the month following that in which his unpaid leave begins, apply to continue to be covered in accordance with those Articles, provided that he bears half the cost of the contributions required to cover the risks referred to in Articles 38 and 38a for the duration of his leave; the contributions shall be calculated by reference to the staff member's last basic salary.

Moreover, a staff member who proves that he cannot be covered by any other pension scheme may apply to continue to acquire further pension rights for the duration of his unpaid leave, provided that he bears the cost of the contribution equal to three times the rate laid down in Article 41(h); the contributions shall be calculated by reference to the basic salary for his grade and step.

Any period of unpaid leave or leave on personal grounds shall not count for the purposes of the application of the second paragraph of Article 35.

Article 34

A staff member who is called up for military service, alternative non-combatant service or reserve training or is recalled to serve in the armed forces shall be assigned the status of ‘leave for military service’; in the case of a staff member with a fixed-term contract, this status may in no circumstances extend beyond the duration of the contract.

A staff member who is called up for military or alternative non-combatant service shall cease to receive his remuneration but shall retain his right to advancement to a higher step and promotion under these conditions of employment. He shall also retain his right to retirement pension if, after completing his military or alternative non-combatant service, he pays up his pension contributions retroactively.

▼M3

A staff member who is called up for reserve training or recalled to serve in the armed forces shall, during the period of training or recall, continue to receive his remuneration subject to deduction of an amount equal to his service pay.

▼B

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.

▼M2

In the event of a pensioner's death, the first paragraph shall apply to the pension of the deceased.

▼B

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.

CHAPTER 6

▼M2

Social security benefits and pensions

Section A

Sickness and accident insurance, social security benefits

Article 38

▼M3

1. A staff member, his spouse, where such spouse is not eligible for benefits of the same nature and of the same level by virtue of any other legal provisions or regulations, his children and other dependants within the meaning of Article 7 of Annex IV are, during the period of service of the staff member, periods of sick leave, periods of leave on personal grounds under Article 11 and periods of unpaid leave under Article 33, insured, subject to the conditions laid down in these Articles and subject to the rules referred to in Article 1 of Annex V, against sickness up to 80 % of the expenditure incurred. This rate shall be increased to 85 % for the following services: consultations and visits, surgical operations, hospitalization, pharmaceutical products, radiology, analyses, laboratory tests and prostheses on medical prescription with the exception of dental prostheses. It shall be increased to 100 % in cases of tuberculosis, poliomyelitis, cancer, mental illness and other illnesses recognized by the Commission of the European Communities as of comparable seriousness, and for early detection screening and in cases of confinement. However, reimbursement at 100 % shall not apply in the case of occupational disease or accident having given rise to the application of Article 38a.

▼M2

One-third of the contribution required to meet such insurance shall be charged to the staff member but so that the amount charged to him

▼M2

shall not exceed 2 % of his basic salary, the other two-thirds being borne by the Foundation.

If, however, the medical examination provided for in Article 24 shows the staff member to be suffering from sickness or invalidity, the Director may decide that expenses arising from such sickness or invalidity are to be excluded from the reimbursement of expenditure provided for in the first subparagraph.

▼M3

2. If he provides evidence that he cannot be covered by any other scheme of sickness insurance established by law or regulation, a staff member may, not later than one month following the expiry of his contract apply to continue, for a maximum of six months after expiry of his contract, to be insured against sickness as provided for in the first subparagraph of paragraph 1. The contribution referred to in the rules mentioned in Article 1 (2) of Annex V shall be calculated by reference to the last basis salary received by the staff member, half the contribution being borne by him.

By decision of the director, taken after consulting the doctor appointed by the Foundation, the period of one month for making application and the six months' limit specified in the first subparagraph shall not apply where the person concerned is suffering from a serious or protracted illness which he contracted during his employment and of which he notified the Centre before the end of the six months' period specified in the preceding subparagraph, provided that the person concerned undergoes a medical examination arranged by the Foundation.

▼M2

3. A staff member who has remained in the service of the Foundation until the age of 60 years or who is in receipt of an invalidity pension shall be entitled to the benefits provided for in paragraph 1 after he has left the service. The amount of contribution shall be calculated on the basis of his pension.

Those benefits shall also apply to the person entitled to survivor's pension following the death of a staff member who was in active employment or who remained in the service of the Foundation until the age of 60 years, or the death of a person entitled to an invalidity pension. The amount of contribution shall be calculated on the basis of his pension.

4. The following shall likewise be entitled to the benefits provided for in paragraph 1, provided that they cannot obtain cover under any other public scheme of sickness insurance:

— former staff members entitled to retirement pensions who left the service of the Foundation before the age of 60 years;

— persons entitled to survivor's pension as a result of the death of a former staff member who left the service of the Foundation before the age of 60 years;

▼M3

— where the ex-spouse of a staff member, a child who ceases to be a staff member's dependant or a person who ceases to be treated as a dependent child within the meaning of Article 7 (4) of Annex IV can provide evidence that he or she cannot be covered by any other sickness insurance scheme, he or she may continue for a maximum of one year to be insured against sickness as provided for in paragraph 1, in his or her capacity as a person covered under that staff member's insurance; this cover shall not give rise to the levy of a contribution. This one-year period shall commence on the date of the decree absolute of divorce or of the loss of status of dependent child or of person treated as a dependent child.

▼M2

The contribution shall be calculated by reference to the pension of the former staff member, half the contribution being borne by the person entitled.

▼M2

However, a person entitled to orphan's pension shall not be entitled to the benefits provided for in paragraph 1, except at his request. The contribution shall be calculated on the basis of the orphan's pension.

5. Where the total expenditure not reimbursed for any period of 12 months exceeds half the staff member's basic monthly salary or pension, special reimbursement shall be allowed by the Director of the Foundation, with the assent of the settlements office, account being taken of the family circumstances of the person concerned, in manner provided for in the rules referred to in Article 1 of Annex V.

▼M3

6. Persons entitled to the foregoing benefits shall declare the amount of any reimbursements paid or which they can claim under any other sickness insurance scheme provided for by law or regulation for themselves or for persons covered by their insurance.

▼M2

Where the total which they would receive by way of reimbursement exceeds the sum of the reimbursements provided for in paragraph 1, the difference shall be deducted from the amount to be reimbursed pursuant to paragraph 1, with the exception of reimbursements obtained under a private supplementary sickness insurance scheme covering that part of the expenditure which is not reimbursable under paragraph 1.

Article 38a

1. Under the conditions laid down in the Rules referred to in Article 2 of Annex V, a staff member shall be insured, during the periods of service and of sick leave, against the risk of occupational disease and of accident. He shall contribute to the cost of insuring against non-occupational risks up to 0·1 % of his basic salary.

The Rules specify which risks are not covered.

2. The benefits payable shall be as follows:

(a) in the event of death:

Payment to the persons listed below of a lump sum equal to five times the deceased's annual basic salary calculated by reference to the monthly amounts of salary received during the 12 months before the accident:

— to the deceased staff member's spouse and children in accordance with the law of succession governing the staff member's estate; the amount payable to the spouse shall not, however, be less than 25 % of the lump sum,

— where there are no persons of the category above, to the other descendants in accordance with the law of succession governing the staff member's estate,

— where there are no persons of either of the two categories above, to the relatives in the ascending line in accordance with the law of succession governing the staff member's estate,

— where there are no persons of any of the three categories above, to the Foundation.

(b) in the event of total permanent invalidity:

Payment to the staff member of a lump sum equal to eight times his annual basic salary calculated on the basis of the monthly amounts of salary received during the 12 months before the accident.

(c) in the event of partial permanent invalidity:

Payment to the staff member of a proportion of the sum provided for in subparagraph (b), calculated by reference to the scale laid down in the rules referred to in Article 2 of Annex V.

As provided for in these rules an annuity may be substituted for the payments provided above.

The benefits listed above may be paid in addition to the benefits provided for by the pension scheme.

▼M2

3. The following shall also be covered in manner provided for in the rules referred to in Article 2 of Annex V: medical, pharmaceutical, hospital, surgical, prosthesis, radiography, massage, orthopaedic, clinical and transport expenses and any other similar expenditure incurred as a result of the accident or occupational disease.

Reimbursement shall, however, only be made where the amount paid to the staff member under Article 38 does not fully cover the expenditure incurred.

▼B

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.

▼M3

Article 40

In the event of the death of staff member, a staff member's spouse or dependent child, or any other dependent person within the meaning of Article 7 of Annex IV who lived as part of his household, the Foundation shall reimburse the costs involved in transporting the body from the staff member's place of employment to his place of origin.

However, in the event of a staff member's death during a mission, the Foundation shall bear the costs involved in transporting the body from the place where death occurs to his place of origin.

▼M2

Article 40a

1. Within the limits of the obligations devolving upon it under Article 40, the Foundation shall automatically assume the rights of redress of the official or of those entitled under him against the third party responsible for an accident involving the death of a staff member.

▼M3

2 (a) Where the death, accidental injury or sickness of a person covered by these conditions of employment is caused by a third party, the Communities shall, in respect of the obligations incumbent upon them under these rules consequent upon the event causing such death, injury or sickness, stand subrogated to the rights, including rights of action, of the victim or of those entitled under him against the third party.

(b) The subrogation provided for by the foregoing paragraph shall extend, *inter alia*, to the following:

— continued payment of remuneration in accordance with Article 30 to the staff member during the period when he is temporarily unfit to work,

▼M3

— payments effected in accordance with Article 36 following the death of a staff member or of a former staff member entitled to a pension,

— benefits paid under Articles 38 and 38a and Annex V, relating to insurance against sickness and accident,

— payment of the costs involved in transporting the body as referred to in Article 40,

— supplementary family allowances paid in accordance with Article 9 (2) and with Article 7 (3) and (5) of Annex IV in respect of a dependent child suffering from serious illness, infirmity or handicap,

— invalidity pensions paid in the event of accident or sickness resulting in permanent invalidity preventing the staff member from performing his duties,

— survivor's pensions paid in the event of the death of a staff member or of a former staff member or the death of a spouse of a staff member or of a former staff member entitled to a pension, where it spouse the not a staff member,

— orphan's pensions paid regardless of age to the child of a staff member or former staff member prevented by serious illness, infirmity or handicap from earning a livelihood after the death of the person on whom he was dependent.

(c) However, the Communities shall not be subrogated to rights of compensation in respect of purely personal damage such as non-material injury, damages for pain and suffering or compensation for disfigurement and loss of amenity over and above the allowance granted under Article 38a.

(d) The provisions of paragraphs (a), (b) and (c) may not be a bar to direct action by the Communities.

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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.

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.

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Section B

Pension scheme and severance grant

Article 41a

A staff member who has completed at least 10 years' service shall be entitled to a retirement pension. He shall, however, be entitled to such pension irrespective of length of service if he is over 60 years.

The maximum retirement pension shall be 70 % of the final basic salary carried by the last grade in which the staff member was classified for at least one year. It shall be payable to staff members who have completed 35 years' service reckoned in accordance with Article 3 of Annex VI. Where the number of years of service is less than 35, the above maximum shall be reduced proportionately.

Where a staff member is entitled to a retirement pension, his pension rights shall be reduced in proportion to the amounts paid in pursuance of Article 37 of Annex VI.

The amount of the retirement pension must not be less than 4 % of the minimum subsistence figure, within the meaning of Article 5 of Annex VI, per year of service in accordance with Article 3 of that Annex.

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The pensionable age shall be 60 years.

The years of service referred to in the first paragraph shall be those accomplished as a staff member within the meaning of Article 1 (2) and shall include the years prior to ►C1 9 March 1982 ◄, provided that the staff member is still serving in that capacity at the Foundation on that same date.

Article 41b

A staff member shall be entitled, in manner provided for in Chapter III of Annex VI, to an invalidity pension in the case of total permanent invalidity preventing him from performing his duties at the Foundation.

Where the invalidity arises from an accident in the course of or in connection with the performance of his duties, from an occupational disease, from a public-spirited act or from risking has life to save another human being, the invalidity pension shall be 70 % of the last basic salary of the staff member.

▼M3

Where the invalidity is due to some other cause, the invalidity pension calculated by reference to the final basic salary of the staff member, shall be equal to 2 % for each year between the date of his entering the service and the date on which he reaches the age of 65; this rate shall be increased by 2 % for each year of pensionable service taken into account pursuant to Article 10 (2) and (3) of Annex VI and by 25 % of the amount of the pension rights which he would have acquired at the age of 60 provided that the total does not exceed 70 % of his final basic salary.

▼M2

The invalidity pension shall not be less than 120 % of the minimum subsistence figure as defined in Article 5 of Annex VI.

In the case of invalidity deliberately brought about by the staff member, the Director may decide that he should receive only the severance grant provided for in Article 11 of Annex VI.

Article 41c

The widow of a staff member or former staff member shall be entitled to a survivor's pension in manner provided for in Chapter IV of Annex VI.

The monthly amount of the survivor's pension payable to the widow of a staff member who died in service or on leave for military service, shall be equal to 35 % of the last basic salary received by the staff member and may not be less than the minimum subsistence figure as defined in Article 5 of Annex VI.

▼M3

The monthly amount of the survivor's pension payable to the widow of a staff member who died in service or on leave for military service, shall be equal to 35 % of the last basic salary received by the staff member and may not be less than the minimum subsistence figure as defined in Article 5 of Annex VI, nor less than 60 % of the retirement pension to which the staff member would have been entitled if he had qualified, irrespective of length of service or of age, for such pension at the time of death.

Nor shall this amount be less than 42 % of the final basic salary received by the staff member where death is due to one of the circumstances set out in the second paragraph of Article 41b.

The provisions of this Article shall apply *mutatis mutandis* to the widower of a staff member.

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Article 41d

1. Where a staff member or person entitled to a retirement or invalidity pension dies leaving no spouse entitled to a survivor's pension,

▼M2

the dependent children within the meaning of Article 7 of Annex IV shall be entitled to an orphan's pension in accordance with Article 20 of Annex VI.

2. The same pension entitlement shall apply to children who fulfil the above conditions in the event of the death or remarriage of the spouse recipient of a survivor's pension, as provided for in Article 41c.

3. Where a staff member or person entitled to a retirement or invalidity pension dies but the conditions set out in the first paragraph are not satisfied, the dependent children within the meaning of Article 7 of Annex IV shall be entitled to orphan's pension in accordance with the conditions referred to in Article 20 of Annex VI. However, this pension shall be equal to half the pension calculated in accordance with that Article.

▼M3

3a. In the event of the death of a former staff member who left the service before reaching the age of 60 and requested that his retirement pension be deferred until the first day of the calendar month following that in which he reached the age of 60, the dependent children within the meaning of Article 7 of Annex IV shall be entitled to orphan's pensions under the same conditions as those provided for in paragraphs 1, 2 and 3.

4. Each child being dependent within the meaning of Article 7 of Annex IV on a staff member whose spouse (not being an official of the Communities, or a member of the temporary staff within the meaning of Article 2 (a), (c) or (d) of the Conditions of Employment of Other Servants of the Communities, and not being covered by these conditions of employment or by the conditions of employment of the European Centre for the Development of Vocational Training dies shall be entitled to an orphan's pension of twice the amount of the dependent child allowance.

▼M2

Article 41e

A person entitled to a retirement pension payable at the age of 60 years or later, or to an invalidity pension, or to a widow's pension shall be entitled to the family allowances specified in Articles 6, 7 and 8 of Annex IV. The household allowance shall be calculated by reference to the pension of the recipient.

The amount of the dependent child allowance payable to the person entitled to a widow's pension shall, however, be twice the amount of the allowance provided for in Article 7 of Annex IV.

Persons entitled to an orphan's pension shall be entitled to the education allowance in manner provided by Article 8 of Annex IV.

▼M3

Article 41f

1. Notwithstanding any other provisions, notably those concerning the minimum amounts payable to persons entitled to a survivor's pension, the total amount payable by way of survivor's pension plus family allowances less tax and other compulsory deductions to the widow and other entitled persons may not exceed the following:

(a) in the event of the death of a staff member in active employment, on unpaid leave on compelling personal grounds, on leave on personal grounds or on leave for military service, the amount of the basic salary which he would have received in his grade and step if he had still been alive, plus any allowances which he would have received, less tax and other compulsory deductions;

(b) for the period following the date on which the staff member referred to at (a) would have reached the age of 65, the amount of the retirement pension to which he would have been entitled thereafter, had he been alive, based on his grade and step at the time of death, plus the family allowances which he would have received, less tax and other compulsory deductions;

▼M3

(c) in the event of the death of a former staff member entitled to a retirement pension or to an invalidity pension, the amount of the pension to which he would have been entitled, had he been alive, subject to the allowances and deductions set out at (b);

(d) in the event of the death of a former staff member who left the service before the age of 60 and requested that this retirement pension be deferred until the first day of the calendar month following that in which he reached the age of 60, the amount of the pension to which he would have been entitled, had he been alive, subject to the allowances and deductions referred to in (b).

2. For the purposes of paragraph 1, weightings shall be disregarded.

3. The maximum amount as defined in subparagraphs (a), (b), (c) and (d) shall be apportioned among the persons entitled to survivor's pension in proportion to their respective entitlements, paragraph 1 being disregarded for this purpose.

Article 41g shall apply to the amounts thus apportioned.

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Article 41g

The pensions shall be calculated by reference to salary scales in force on the first day of the month in which entitlement commences.

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They shall be weighted at the rate fixed for the country inside or outside the Communities where the recipient proves he has his residence.

If the recipient establishes his residence in a country for which no weighting has been fixed, the weighting of 100 shall be applied.

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Pensions shall be paid in one of the currencies listed under Article 38 of Annex VI, on the basis of the rates of exchange referred to in Article 63 of the Staff Regulations of officials of the European Communities.

Article 41h

Staff members shall contribute one third of the cost of financing this pension scheme. The contribution shall be 6·75 % of the staff member's basic salary, the weightings provided for in Article 3 of Annex IV not being taken into account. It shall be deducted monthly from the salaries of staff members and entered as revenue in the Commission Section of the general budget of the European Communities.

For the payment of benefits under this pension scheme, the Director of the Foundation shall delegate his powers to the administrative authority responsible for clearance and payment of pensions to former officials of the Commission of the European Communities. These benefits shall be charged to the general budget of the European Communities.

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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.

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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.

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.

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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. ►M3 Such period of notice shall be not more than three months nor less than one month. ◄ ►M3 In the case of a staff member whose contract has been renewed, the period of notice shall not be less than one month for each completed year of service, subject to a minimum of one month and a maximum of six 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;

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   (b) — automatically on the last day of the month in which the staff member reaches the age of 65,

   — at the staff member's own request on the last day of the month in respect of which the request was submitted where he is at least 60 years of age or where he is between 50 and 60 years of age and satisfies the requirements for immediate payment of a pension in accordance with Article 8 of Annex VI.

Article 46

Employment, whether for a fixed or for a indefinite period may be terminated by the Foundation without notice:

(a) during or at the end of the probationary period in accordance with Article 25;

(b) if the staff member ceases to satisfy the requirements of Article 23 (2) (a) and (d). However, if the staff member ceases to satisfy the requirements laid down in Article 23 (2) (d), his contract may be terminated only in accordance with Article 41b;

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(c) 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 46a

1. A former staff member who is unemployed following termination of his service with the Foundation:

— who is not in receipt of a retirement or invalidity pension from the Foundation or the European Communities,

— whose service is not terminated by resignation or by cancellation of the contract for disciplinary reasons,

— who has completed a minimum of six months' service,

— and who is resident in a Member State of the Communities,

shall be eligible for a monthly unemployment allowance under the conditions laid down below.

Where is entitled to unemployment benefits under a national scheme, he shall be obliged to declare this to the Foundation, which shall immediately inform the Commission thereof. In such cases, the amount of those benefits will be deducted from the allowance paid under paragraph 3.

2. To be eligible for this unemployment allowance, a former staff member shall:

(a) be registered, at his own request, as seeking employment with the employment authorities of the Member State in which he established his residence;

(b) fulfil the obligations laid down by the law of that Member State for persons in receipt of unemployment benefits under that law;

(c) forward every month to the Foundation, which shall immediately forward it to the Commission, a certificate issued by the competent national employment authority stating whether or not he has fulfilled the obligations and conditions referred to in (a) and (b).

The allowance may be granted or maintained by the Community, even where the national obligations referred to under (b) have not been fulfilled, in cases of illness, accident, maternity, invalidity or a situation recognized as being similar or where the national authority, competent to meet those obligations, has given a dispensation.

The Commission shall, after obtaining the opinion of a Committee of Experts, lay down such provisions as it deems necessary for applying this paragraph.

3. The unemployment allowance shall be fixed with reference to the basic salary reached by the staff member at the time of termination of service. This allowance shall be fixed at:

— 60 % of the basic salary for an initial period of 12 months;

— 45 % of the basic salary from the 13th to the 18th month;

— 30 % of the basic salary from the nineteenth to the twenty-fourth month.

The amounts thus calculated shall neither be less than Bfrs 30 000 nor more than Bfrs 60 000.

The lower and upper amounts referred to in the second subparagraph may be examined annually by the Council, on a proposal from the Commission.

4. The unemployment allowance shall be paid to the former staff member for a maximum of 24 months from the date of termination of service. If, however, during that period the former staff member ceases to fulfil the conditions laid down in paragraphs 1 and 2, payment of the unemployment allowance shall be suspended. Payment shall be resumed if before the expiry of that period the former staff member

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again fulfils the said conditions and has not acquired the right to national unemployment benefit.

5. A former staff member who is eligible for the unemployment allowance shall be entitled to the family allowances provided for in Articles 6, 7 and 8 of Annex IV; the household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 6 of Annex IV.

The former staff member shall be obliged to declare any allowances of the same kind paid from other sources to himself or to his spouse; such allowances shall be deducted from those to be paid on the basis of this Article.

A former staff member who is eligible for the unemployment allowance shall be entitled, as provided for in Article 38 to insurance cover against sickness without having to make any contribution.

6. The weighting for the Member State in which a former staff member proves that he is resident shall be applied to the unemployment allowance and the family allowances. The weighting applicable to the unemployment allowance shall always be the one resulting from the latest annual revision. These amounts shall be paid by the Commission in the currency of the country of residence; they shall be converted at the exchange rates provided for in the second paragraph of Article 63 of the Staff Regulations.

7. Staff members shall contribute a third of the financing of the unemployment insurance scheme. That contribution shall be fixed at 0,4 % of the basic salary of the person concerned, not taking into account the weightings provided for in Article 64 of the Staff Regulations of officials of the European Communities. That contribution shall be deducted monthly from the salary of the person concerned and paid, together with the remaining two-thirds to be borne by the Foundation, into a special unemployment fund. That fund shall be common to the Foundation and the Community institutions, which shall pay their contributions to the Commission each month, no later than eight days after the payment of remunerations. All expenditure arising out of the application of this Article shall be authorized and paid by the Commission in accordance with the provisions of the Financial Regulation applicable to the general budget of the European Communities.

8. The unemployment allowance paid to a former staff member who is unemployed shall be subject to Regulation (EEC, Euratom, ECSC) No 260/68 laying down the conditions and procedure for applying the tax for the benefit of the European Communities.

9. The national departments with responsibility for employment and unemployment, acting in accordance with their national legislation, and the Commission shall cooperate with each other in an effective manner in order to ensure that this Article is properly applied.

10. Detailed arrangements for applying this Article shall be the subject of rules laid down by mutual agreement between the institutions of the Communities, after obtaining the opinion of the Staff Regulations Committee, without prejudice to the provisions of the third subparagraph of paragraph 2.

11. One year after the introduction of this unemployment insurance scheme and every two years thereafter, the Commission shall submit a report on the financial situation of the scheme to the Council. Independently of this report, the Commission may submit to the Council proposals adjusting the contributions provided for in paragraph 7 if the application of the scheme so requires. The Council shall act on these proposals in accordance with the conditions laid down in the third subparagraph of paragraph 3.

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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

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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 ►M2 and may also decide to limit the allowance provided for in Article 11 of Annex VI to repayment of the contribution provided for in Article 41h plus compound interest at 3·5 % per annum ◄.

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.

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.

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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, ►M3 and Articles 38, 38a, 39, 40, 40a to 41h, ◄ 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.

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Article 56a

Benefits and reimbursements of any nature provided for under these conditions of employment may not be paid in addition to other benefits or reimbursements of the same kind paid out of the general budget of the European Communities.

The staff member shall immediately bring any case of dual payment affecting him to the knowledge of the director.

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TITLE VII

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FINAL PROVISIONS

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Article 57

The general provisions for giving effect to these Conditions of Employment shall be adopted by the Administrative Board, with the agreement

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

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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.

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ANNEX I

COMPOSITION AND PROCEEDINGS OF THE STAFF COMMITTEE AND THE INVALIDITY COMMITTEE

CHAPTER 1

Staff Committee

Article 1

The Staff Committee shall consist of 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.

CHAPTER 2

Invalidity Committee

Article 2

The Invalidity Committee shall consist of three doctors: one appointed by the Foundation, one appointed by the staff member concerned, and one appointed by mutual agreement between the first two doctors.

Should the staff member concerned fail to appoint a doctor, the President of the Court of Justice of the European Communities shall appoint one.

In the event of failure to agree on the appointment of a third doctor within two months of the appointment of the second doctor, the third shall be appointed by the President of the Court of Justice of the European Communities at the request of one of the parties concerned.

Article 3

Expenses incurred in connection with the proceedings of the Invalidity Committee shall be borne by the Foundation.

Where the doctor appointed by the staff member concerned is resident elsewhere than at the place where the member is employed, the staff member shall bear the cost of the additional fees entailed, with the exception of first-class travel expenses, which shall be refunded by the Foundation.

Article 4

The staff member may submit to the Invalidity Committee any reports or certificates from his regular doctor or from any medical practitioners whom he may have consulted.

The Committee's conclusions shall be communicated to the Foundation and to the staff member concerned.

The proceedings of the Committee shall be secret.

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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.

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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.

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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.

▼M3

Article 4

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

▼C2

Grades	Step							
	1	2	3	4	5	6	7	8
A 4	195 848	206 827	217 806	228 785	239 764	250 743	261 722	272 701
A 5	161 470	171 036	180 602	190 168	199 734	209 300	218 866	228 432
A 6	139 537	147 151	154 765	162 379	169 993	177 607	185 221	192 835
A 7	120 115	126 092	132 069	138 046	144 023	150 000	155 977	161 954
A 8	106 232	110 514	114 796	119 078	123 360	127 642	131 924	136 206
B 1	139 537	147 151	154 765	162 379	169 993	177 607	185 221	192 835
B 2	120 903	126 570	132 237	137 904	143 571	149 238	154 905	160 572
B 3	101 408	106 122	110 836	115 550	120 264	124 978	129 692	134 406
B 4	87 711	91 798	95 885	99 972	104 059	108 146	112 233	116 320
B 5	78 399	81 709	85 019	88 329	91 639	94 949	98 259	101 569
C 1	89 462	93 069	96 676	100 283	103 890	107 497	111 104	114 711
C 2	77 810	81 117	84 424	87 731	91 038	94 345	97 652	100 959
C 3	72 586	75 418	78 250	81 082	83 914	86 746	89 578	92 410
C 4	65 579	68 238	70 897	73 556	76 215	78 874	81 533	84 192
C 5	60 479	62 956	65 433	67 910	70 387	72 864	75 341	77 818
D 1	68 345	71 333	74 321	77 309	80 297	83 285	86 273	89 261
D 2	62 319	64 972	67 625	70 278	72 931	75 584	78 237	80 890
D 3	58 003	60 484	62 965	65 446	67 927	70 408	72 889	75 370
D 4	54 688	56 930	59 172	61 414	63 656	65 898	68 140	70 382

▼M3

Article 4a

The provisions of Article 66a of the Staff Regulations of the European Communities applying a special temporary levy to net salaries, pensions and termination-of-service allowances, shall apply by analogy to the staff of the Foundation, the Director and the Deputy-Director.

▼B

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 ——————— ◄

Section 2

FAMILY ALLOWANCES

Article 6

▼M3

1. The household allowance shall be fixed at 5 % of the basic salary, subject to the minimum laid down in Article 1 (1) of Annex VII to the Staff Regulations of officials of the European Communities.

▼B

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.

▼M3

5. If the staff member is entitled to the household allowance only by virtue of paragraph 2 (b) and a person other than the staff member has by law or by an order of court or of the competent administrative authority been given custody of all his dependent children within the meaning of Articles 7 (2) and (3) below, the household allowance shall be paid to that other person in the name and on behalf of the staff member. This condition shall be deemed to be fulfilled in the case of dependent children who have reached their majority if such children have their normal residence with the other parent.

If, however, the staff member's children are in the care of several different persons, the household allowance shall be divided among them according to the number of children in their care.

If the person eligible by virtue of the foregoing to receive the household allowance paid in the staff member's name is also eligible to receive this allowance by reason of his or her own status as a member of the staff of the Foundation or of the European Centre for the Development of Vocational Training or as an official or other servant of the European Communities, that person shall receive the higher of the two allowances only.

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Article 7

▼M3

1. A staff member who has one or more dependent children shall, in accordance with paragraphs 2 and 3, receive an allowance equal to the amount laid down in Article 2 (1) of Annex VII to the Staff Regulations of Officials of the European Communities.

▼B

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.

▼M3

7. If custody of the dependent child within the meaning of paragraphs 2 and 3 has been entrusted by law or by an order of court or of the competent administrative authority to another person, the dependent child allowance shall be paid to that person in the name and on behalf of the staff member.

▼B

Article 8

A staff member shall receive an education allowance equal to the actual education costs incurred by him ►M3 up to a maximum, as provided in the first paragraph of Article 3 of Annex VII to the Staff Regulations of officials of the European Communities, 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:

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

  — a European school, or

  — 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.

▼M3

If custody of the child in respect of whom the education allowance is paid has been entrusted by law or by an order of court or of the competent administrative authority to another person, the education allowance shall be paid to that person in the name and on behalf of the staff member. In such cases, the distance of at least 50 km referred to in the preceding paragraph shall be calculated from the place of residence of the person having custody of the child.

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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.

▼B

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.

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Section 2a

TEACHING ALLOWANCE

▼M3

Article 9a

Where, by virtue of Articles 6, 7 and 8, such family allowances are paid to a person other than the staff member, these allowances shall be paid in the currency of the country in which that person is resident, calculated where applicable on the basis of the exchange rates referred to in the second paragraph of Article 63 of the Staff Regulations of the Officials of the European Communities. They shall be subject to the weigthing fixed for that country or, if no weighting has been fixed, to a weighting of 100.

Article 9 shall apply to a person receiving such family allowances.

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Article ►M3 *9b* ◄

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.

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Article 9c

A staff member in Category C employed as a copy typist, shorthand-typist, telex operator, varitypist, executive secretary or principal secretary may be paid a fixed allowance.

The amount of this allowance shall be equal to the amount of the allowance provided for in Article 4a of Annex VII to the Staff Regulations of officials of the European Communities.

▼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.

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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

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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

▼B

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.

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 ►M3 37 000 ◄ for a staff member who is entitled to household allowance; and

— Bfrs ►M3 22 000 ◄ 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.

▼B

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 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.

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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 ►M3 for himself and, if he is entitled to receive the household allowance, for his wife and other dependants within the meaning of Article 7 ◄ once in each calendar year, subject to the submission of supporting documents, to repayment of travel

▼B

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.

▼M3

However, if his wife and other dependants within the meaning of Article 7 (2) do not live with the staff member at his place of employment, they shall be entitled once in each calendar year, subject to the submission of supporting documents, to repayment of travel expenses from the place of origin to the place of employment, or to the repayment of travel expenses to another place not exceeding the cost of the former journey.

▼B

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 indefinite 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:

▼M3

	Entitled to household allowance		Not entitled to household allowance	
	1st to 15th day	from 16th day	1st to 15th day	from 16th day
	Belgian francs per calendar day			
Category A4-A8 and Category B	1 817	824	1 232	644
Other categories	1 648	768	1 061	531

Daily subsistence allowances shall be amended in line with those payable to officials of the Communities, as determined by the Council.

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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;

▼M3

(c) however, a staff member engaged for a fixed period of 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, on furnishing evidence that he is no longer able to live in his previous place of residence, receive the daily subsistence allowance for the entire duration of his contract, up to a maximum of one year.

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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.

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);

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— 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 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:

▼M3

	I Categories A + B	II Categories C + D
Belgium	2 335	2 160
Denmark	2 865	2 650
Germany	3 205	2 965
Greece	1 650	1 525
France	2 990	2 765
Ireland	3 060	2 830
Italy	2 570	2 380
Luxembourg	2 500	2 315
Netherlands	3 060	2 830
United Kingdom	4 120	3 810

Daily subsistance allowances for staff members on mission shall be amended in line with those payable to officials of the Communities, as determined by the Council.

▼B

(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 ►M3 by 25 % ◄ 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.

▼M3

The daily subsistence allowance shall be reduced by 16 % of the allowance provided for in Columns I and II for each meal provided; the allowances provided for in Columns I and II shall be reduced by 34 % 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 Communities, by a Community body or by a national or international administration or organization, he shall receive, in place of the daily subsistence allowance for missions provided for above, an allowance of 17 % of the amounts provided for in Columns I and II.

▼B

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

▼B

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.

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.

▼**M2**

ANNEX V

SICKNESS, ACCIDENT AND OCCUPATIONAL DISEASE INSURANCE

Article 1

1. Staff of the Foundation and those persons satisfying the conditions laid down in Article 38 (2), (3) and (4) of the Conditions of Employment of staff of the Foundation shall be affiliated to the Joint Sickness Insurance Scheme of the institutions of the European Communities.

2. The Rules on Sickness Insurance for officials of the European Communities shall apply to the abovementioned staff and persons and those entitled under them.

Article 2

The Rules on insurance against the risk of accident and occupational disease for officials of the European Communities shall apply to staff of the Foundation.

For the settlement of claims arising from those Rules for staff who have sustained an accident or contracted an occupational disease, the Director of the Foundation shall delegate his powers to the administrative authority responsible for settling such claims in respect of accidents sustained or occupational diseases contracted by officials of the European Communities.

The European Communities shall ensure payment to staff of the Foundation and to those entitled under them of the benefits provided for under those Rules.

▼M2

ANNEX VI

PENSION SCHEME

CHAPTER I

GENERAL PROVISIONS

Article 1

Where the medical examination made before a staff member takes up his duties shows that he is suffering from sickness or invalidity, the Director may, in so far as risks arising from such sickness or invalidity are concerned, decide to admit that staff member to guaranteed benefits in respect of invalidity or death only after a period of five years from the date of his entering the service of the Foundation.

CHAPTER II

RETIREMENT PENSION AND SEVERANCE GRANT

Section 1

Retirement pension

Article 2

A retirement pension shall be payable on the basis of the total number of years of pensionable service acquired by the staff member. Each year of service reckoned as provided for in Article 3 shall entitle him to one year of pensionable service and each complete month to one-twelfth of a year of pensionable service.

The maximum number of years of pensionable service which may be taken into account for the calculation of retirement pension rights shall be 35.

Article 3

For the purpose of calculating years of pensionable service within the meaning of the first paragraph of Article 2, the following shall be taken into account:

(a) the length of service as a staff member counted from ►C1 9 March 1982 ◄ and time spent on leave for military service after that date, provided that the person concerned has paid his share of the pension contribution in respect of such periods of service;

(b) the period taken into account for retirement, in accordance with Article 10 (2), provided that the actuarial equivalent or the sums repaid have been paid, as stipulated in that Article.

Article 4

▼M3

A staff member who, having left the service of the Foundation, the European Centre for the Development of Vocational Traning or one of the Community institutions, resumes active employment with the Foundation or a Community institution shall acquire further pension rights.

He may request that, for the purpose of calculating his pension rights, the whole of the period of service with the Foundation, the European Centre for the Development of Vocational Training or one of the Community institutions be taken into account, subject to his repaying any sums paid to him as a severance grant or received by him by way of retirement pension, plus compound interest at the rate of 3,5 % per annum.

▼M2

Where the staff member, being entitled to a retirement pension, does not repay the sums referred to in the preceding paragraph, a capital sum representing the actuarial equivalent of his retirement pension as at the date on which such pension ceased to be paid to him, together with compound interest at the rate of 3·5 % per annum, shall be paid to him in the form of a deferred retirement pension payable at the age when he ceases to perform his duties.

Article 5

The minimum subsistence figure for the purpose of calculating pension benefits shall correspond to the basic salary of a staff member in grade D 4, step one.

▼M2

Article 6

The actuarial equivalent of the retirement pension shall not be less than the amount which the staff member would have received if Article 11 had been applied to him.

Where the actuarial equivalent of the retirement pension payable in accordance with the preceding provisions is less than this amount, the staff member shall receive a retirement pension the actuarial equivalent of which shall be equal to the amount provided for in the first paragraph.

Article 7

'Actuarial equivalent of the retirement pension' means the capital value of the benefits accruing to the staff member, calculated by reference to the latest morality tables compiled by the budgetary authorities of the European Communities as referred to in Article 32, the rate of interest applicable being 3·5 % per annum.

Article 8

A staff member leaving the service before reaching the age of 60 years may request that his retirement pension:

— be deferred until the first day of the calendar month following that in which he reaches the age of 60, or

— be paid immediately, provided that he is not less than 50 years of age. In this case, the retirement pension shall be reduced by an amount calculated by reference to the official's age when he starts to draw his pension, as shown in the following table:

Pension payable on early retirement expressed in terms of the pension payable on retirement at the age of 60 years

Early retirement age	Coefficient
50	0·50 678
51	0·53 834
52	0·57 266
53	0·61 009
54	0·65 099
55	0·69 582
56	0·74 508
57	0·79 936
58	0·85 937
59	0·92 593

Article 9

The right to receive payment of retirement pension shall have effect from the first day of the calendar month following that in which the staff member, whether automatically or at his own request, becomes eligible for that pension.

Article 10

1. A staff member who leaves the service of the Foundation to enter the service of a government administration or a national or international organization which has concluded an agreement with the Foundation shall be entitled to have the actuarial equivalent of his retirement pension rights in the Foundation transferred to the pension fund of the administration or organization.

2. A staff member who enters the service of the Foundation after leaving the service of a government administration or of a national or international organization or of an undertaking shall have the right, on completing the probationary period laid down by Article 25 of the Conditions of Employment, to pay to the Foundation either:

— the actuarial equivalent of retirement pension rights acquired by him in the government administration, national or international organization or undertaking, or

— the sums repaid to him from the pension fund of the government administration, organization or undertaking at the date of his leaving its service.

In such case the competent authority for the payment of pensions shall, taking into account his grade on establishment, determine the number of years of pensionable service with which he shall be credited under the current pension

▼M2

scheme, on the basis of the amount of the actuarial equivalent or sums repaid as aforesaid.

The option referred to in the first subparagraph shall also be open to staff members who entered the service before ►C1 9 March 1982 ◄, with regard to pension rights corresponding to the period of their service with the Foundation before that date. The number of years of pensionable service shall, however, be determined on the basis of the grade and step held by the person concerned on ►C1 9 March 1982 ◄.

▼M3

3. Paragraph 2 shall also apply to a staff member who is reinstated following expiry of a period of leave on personal grounds under Article 11 or unpaid leave under Article 33 of the Conditions of Employment.

▼M2

Section 2

Severance grant

Article 11

1. A staff member aged less than 60 years whose service terminates otherwise than by reason of death or invalidity and who is not entitled to a retirement pension and cannot benefit from the provisions of Article 10 (1) shall be entitled on leaving the service to payment of:

(a) the aggregate amount deducted from his basic salary in respect of his pension contributions, plus compound interest at the rate of 3·5 % per annum;

(b) provided that his contract of employment was not terminated pursuant to Article 47 of the Conditions of Employment, a severance grant proportionate to his actual length of service, calculated on the basis of one and a half months for each year of service of the last basic salary before deductions. In cases covered by Article 10 (2), the period of former service shall likewise be deemed to be actual service, to the extent of the number of years of pensionable service credited to him in accordance with the second subparagraph of Article 10 (2);

(c) the total sum paid to the Foundation, in accordance with Article 10 (2), where that sum corresponds to periods before ►C1 9 March 1982 ◄, and one-third of that sum for the periods after that date, plus compound interest at the rate of 3·5 % per annum.

2. The amounts paid pursuant to Article 37 below shall be deducted from the grant referred to in paragraph 1 (a), (b) and (c).

CHAPTER III

INVALIDITY PENSION

Article 12

Subject to the provisions of Article 1, a staff member aged less than 65 years who at any time during the period in which he is acquiring pension rights is recognized by the Invalidity Committee provided for in Annex I to be suffering from total permanent invalidity and who is obliged on these grounds to end his service with the Foundation shall be entitled, for so long as such incapacity persists, to invalidity pension as provided for in Article 41b of the Conditions of Employment.

Invalidity pension and retirement pension shall not be paid concurrently.

▼M3

Article 13

A staff member to whom the Invalidity Committee finds that the provisions of Article 41b apply shall automatically be retired on the last day of the month in which the director recognizes his permanent incapacity to perform his duties. Entitlement to invalidity pension shall taken effect from the first day of the calendar month following recognition of the permanent incapacity of the staff member to perform his duties.

▼M2

Article 14

The Director may at any time require proof that the recipient of an invalidity pension still satisfies the requirements for payment of the pension. Should the

▼M2

Invalidity Committee find that the requirements are no longer satisfied, entitlement to the pension shall cease.

▼M3

If the person concerned is not reinstated in the service of the Foundation, he shall receive:

— either the severance grant provided for in Article 11, calculated on the basis of the period of service actually completed,

— or, provided that he has reached the age of 50 or over, a retirement pension as provided for under Article 41a of the Conditions of Employment and this Annex.

▼M2

Article 15

►M3 Where a former staff member ◄ who has been drawing invalidity pension is reinstated in the Foundation, the time during which he received such pension shall be included for the purpose of calculating his retirement pension, without payment by him of arrears of contributions.

CHAPTER IV

SURVIVOR'S PENSION

Article 16

Where a staff member dies in service or on leave for military service his widow shall be entitled, provided that she has been married to him for at least one year at the time of his death and subject to the provisions of Articles 1 and 21 hereafter, to a widow's pension equal to 35 % of the staff member's last basic monthly salary, which shall not be less than the minimum subsistence figure defined in Article 5. ►M3 It shall not be less than 60 % of the retirement pension to which her husband would have been entitled had he qualified, irrespective of length of service or of age, for such pension at the time of his death. ◄

The condition of duration of the marriage specified in the first paragraph shall not be taken into account if there are one or more children of the marriage or of a previous marriage of the staff member provided that the widow maintains or has maintained those children, or if the staff member's death resulted either from physcial disability or sickness contracted in the performance of his duties or from accident.

Article 17

Where a former staff member was in receipt of retirement pension his widow shall be entitled, provided that she had been married to him for at least one year when he left the service of the Foundation, and subject to the provisions of Article 21, to a widow's pension equal to 60 % of the retirement pension which he was receiving at the time of his death. The minimum widow's pension shall be 35 % of the staff member's last basic monthly salary and shall not be less than the minimum subsistence figure defined in Article 5; the amount of the widow's pension shall in no case, however, exceed the amount of the retirement pension which her husband was receiving at the time of his death.

The Condition of duration of the marriage specified in the first paragraph shall not be taken into account if there are one or more children of a marriage contracted by the staff member before he left the service, provided that the widow maintains or has maintained those children.

▼M3

Article 17a

Where a former staff member was in receipt of invalidity pension his widow shall be entitled, provided that she was married to him when he became eligible for the pension, and subject to the provisions of Article 21, to a widow's pension equal to 60 % of the invalidity pension which he was receiving at the time of his death.

The minimum widow's pension shall be 35 % of the final basic salary; the amount of the widow's pension shall in no case, however, exceed the amount of the invalidity pension which her husband was receiving at the time of his death.

▼M2

Article 18

The widow of a former staff member who left the service before reaching the age of 60 years and requested that his retirement pension be deferred until the first day of the calendar month following that during which he reached the age of 60 years shall be entitled, provided that she had been married to him for at least one year when he left the service of the Foundation, and subject to Article 21 to a widow's pension equal to 60 % of the retirement pension which would have been payable to her husband at the age of 60 years. The minimum widow's pension shall be 35 % of the staff member's last monthly basic salary; the amount of the widow's pension shall in no case, however, exceed the amount of the retirement pension to which the staff member would have been entitled at the age of 60 years.

The condition of duration of the marriage specified in the first paragraph shall not be taken into account if there are one or more children of a marriage contracted by the staff member before he left the service, provided that the widow maintains or has maintained those children.

Article 19

For the purpose ►M3 of Articles 17, 17a und 18 ◄, the condition of the duration of the marriage shall not be taken into account where the marriage, though contracted after termination of the official's service, has lasted at least five years.

Article 20

1. The orphan's pension provided for in Article 41d (1) of the Conditions of Employment shall for the first orphan be equal to eight-tenths of the survivor's pension to which the staff member's widow would have been entitled, the reductions set out in Article 25 of this Annex being disregarded.

It shall not be less than the minimum subsistence figure, as defined in Article 5, subject to the provisions of Article 21.

2. The pension shall be increased, for each dependent child after the first, by an amount equal to twice the dependent child allowance.

3. The total amount of pension and allowance calculated in this way shall be divided equally among the orphans entitled.

Article 21

Where a staff member leaves a widow and also orphans of a previous marriage or other persons entitled under him, the total pension, calculated as if for a widow having all these persons dependent on her, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

Where a staff member leaves orphans of different marriages, the total pension, calculated as though all the children were of the same marriage, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

For the purposes of calculating this apportionment, dependent children within the meaning of Article 7 of Annex IV, of a previous marriage of either spouse, shall be included in the category of children of the marriage to the staff member.

In the case envisaged in the second paragraph, ascendants who are recognized as being dependants within the meaning of Article 7 (4) of Annex IV shall be treated in the same way as dependent children and, for the purpose of calculating the apportionment, included in the category of descendants.

▼M3

Article 23

Where the whereabouts of a staff member, or of a former staff member entitled to an invalidity or retirement pension, or of a former staff member who left the service before he reached the age of 60 and who has requested that his retirement pension be deferred until the first day of the calendar month following that in which he reaches the age of 60, are unknown for more than one year, his spouse or persons recognized as his dependants may provisionally receive the survivor's pension to which they would be entitled under these conditions of employment.

▼M3

The provisions of the first paragraph shall apply to persons recognized as dependants of a person in receipt of or entitled to a survivor's pension whose whereabouts are unknown for more than one year.

Provisional pensions under the first and second paragraphs shall be converted into definitive pensions when the death of the staff member or pensioner has been duly confirmed or he has been legally declared missing, presumed dead.

▼M2

Article 24

The right to receive payment of survivor's pension shall take effect from the first day of the calendar month following that in which the staff member died. However, where the payment provided for in Article 36 of the conditions of employment is made on the death of the Conditions of Employment is made on the death pension, such right shall take effect on the first day of the fourth month following that in which death occurred.

The right to receive payment of survivor's pension shall cease at the end of the calendar month in which the recipient of the pension dies or ceases to satisfy the requirements for payment of the pension.

Article 25

Where the difference in age between the deceased staff member and his surviving spouse, less the length of time they have been married, is more than 10 years, the survivor's pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per full year of difference, amounting to:

— 1 % for the years between 10 and 20,

— 2 % for the years 20 up to but not including 25,

— 3 % for the years 25 up to but not including 30,

— 4 % for the years 30 up to but not including 35,

— 5 % for the years from 35 upwards.

Article 26

A widow's entitlement to survivor's pension shall cease on remarriage. She shall be entitled to immediate payment of a capital sum equal to twice the annual amount of her survivor's pension, provided that the second paragraph of Article 41d (2) of the Conditions of Employment does not apply.

▼M3

Article 27

The divorced wife of a staff member or a former staff member shall be entitled on his death to a survivor's pension, as defined in this Chapter, provided that she can prove that she is entitled to receive on the death of her former husband maintenance in her own right by virtue of a court order or as a result of a settlement between herself and her former husband.

The survivor's pension may not, however, exceed the amount of maintenance paid at the time of her former husband's death, the amount having been adjusted in accordance with Article 41g of the Conditions of Employment.

The divorced wife's entitlement shall cease if she remarries before her former husband dies. The provisions of Article 26 shall apply if she remarries after her former husband dies.

▼M2

Article 28

▼M3

Where the deceased staff member leaves more than one divorced wife entitled to a survivor's pension or one or more divorced wives and a widow entitled to a survivor's pension, that pension shall be divided in proportion to the duration of the marriages. The provisions of the second and third paragraphs of Article 27 shall apply.

▼M2

If any of the persons entitled to pension dies or renounces her share, her share shall accrue to the shares of the other persons, except where there are orphans' rights under Article 41d (2) of the Conditions of Employment.

Reductions in respect of difference in age, as provided for in Article 25, shall be applied separately to pensions divided in accordance with this Article.

▼M2

Article 29

Where under Article 35 the divorced wife ceases to be entitled to a pension, the total pension shall be payable to the widow, provided Article 41d (2) of the Conditions of Employment does not apply.

CHAPTER V

FUNDING OF THE PENSION SCHEME

Article 30

Salaries shall in all cases be subject to deduction of the contributions to the pension scheme provided for in Articles 41a to 41h of the Conditions of Employment and in Annex VI hereto.

Article 31

Contributions properly deducted shall not be refunded. Contributions wrongly deducted shall not confer the right to receive a pension; they shall be reimbursed without interest at the request of the staff member or of those entitled under him.

Article 32

The mortality and invalidity tables and the assumed salary increases for use in calculating the actuarial values provided for in this Annex shall be those adopted by the budgetary authorities of the European Communities pursuant to Article 39 of Annex VIII to the Staff Regulations of officials of those Communities.

SECTION 6

SETTLEMENT OF CLAIMS OF STAFF MEMBERS

Article 33

The Director of the Foundation having delegated his powers, the administrative authority referred to in Article 41h of the Conditions of Employment shall be responsible for settling claims to retirement, invalidity, survivor's or provisional pension. A detailed statement of the settlement shall be communicated to the staff member or to those entitled under him and to the Foundation at the same time as the decision awarding the pension.

A retirement or invalidity pension shall not be paid concurrently with the salary payable by the Foundation or by one of the institutions of the European Communities.

The grant of a retirement, invalidity or survivor's pension shall not give entitlement to the expatriation allowance.

Article 34

The amount of pension may at any time be calculated afresh if there has been error or omission of any kind.

The pension shall be liable to modification or withdrawal if the award was contrary to the provisions of the Conditions of Employment and of this Annex.

Article 35

Where a staff member dies and those entitled under him do not apply for their pension within one year from the date of his death, they shall lose their entitlement, save where *force majeure* is duly established.

Article 36

A staff member or those entitled under him in favour of whom benefits arise under the pension scheme shall furnish such written proof as may be required and inform the administrative authority referred to in Article 41h of the Conditions of Employment of any facts liable to affect their entitlement.

Article 37

Under conditions to be established by the Commission of the European Communities, staff members may request the Foundation to make any payments necessary to constitute or maintain their pension rights in their country of origin.

▼**M2**

These payments shall not exceed 13·5 % of basic salary and shall be charged to the budget of the Foundation.

CHAPTER VII

PAYMENT OF BENEFITS

Article 38

Benefits under the pension scheme shall be paid monthly in arrears.

Benefits shall be paid by the Commission of the European Communities out of the general budget of the European Communities.

Beneficiaries may elect to have their pensions paid in the currency either of their country of origin or of their country of residence or of the country where the Foundation has its seat; their choice shall remain operative for at least two years.

▼**M3**

▼**M2**

Article 39

Any sums due to the Foundation from staff members, at the date when a benefit is payable under the pension scheme, shall be deducted from the amount of their benefit or from the benefits payable to those entitled under them. The deduction may be spread over a number of months.

Article 40

Where the invalidity or death of a staff member is caused by a third party, the rights of action of the staff member or of those entitled under him against the third party shall vest in the European Communities within the limits of their obligations under the pension scheme.

▼M3

ANNEX VII

HALF-TIME WORK

Article 1

The authorization referred to in Article 29a shall be granted on application by the staff member for a maximum of one year.

The authorization may, however, be renewed on the same conditions. Applications for renewal shall be made by the staff member concerned at least one month before expiry of the period for which authorization was granted.

Article 2

If the reasons for which the authorization referred to in Article 29a was granted no longer apply, the Director may withdraw the authorization before expiry of the period for which it was granted, giving one month's notice.

The Director may likewise, on application by the staff member concerned, withdraw the authorization before expiry for the period for which it was granted.

Article 3

A staff member shall be entitled, during the period for which he is authorized to work half-time, to 50 % of his remuneration. He shall, however, continue to receive the full dependent child allowance and the full education allowance.

During that period he may not engage in any other paid activity.

Contributions to the sickness insurance scheme and the pension scheme shall be calculated by reference to the total basic salary.