

## II

### Conditions of employment of other servants of the European Communities

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## **Title I : General provisions**

### *Article 1 (18) (96)*

The conditions of employment shall apply to servants engaged under contract by the Communities.

Such servants shall be:

- temporary staff,
- auxiliary staff until the date set out in Article 52,
- contract staff,
- local staff,
- special advisers.

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

### *Article 2 (18)(96)*

For the purposes of these conditions of employment, 'temporary staff' means:

- (a) staff engaged to fill a post which is included in the list of posts appended to the section of the budget relating to each institution and which the budgetary authorities have classified as temporary;
- (b) staff engaged to fill temporarily a permanent post included in the list of posts appended to the section of the budget relating to each institution;
- (c) staff, other than officials of the Communities, engaged to assist either a person holding an office provided for in the Treaties establishing the Communities, or the Treaty establishing a Single Council and a Single Commission of the European Communities, or the elected President of one of the institutions or organs of the Communities, or one of the political groups in the European Parliament or the Committee of the Regions, or a group in the European Economic and Social Committee;
- (d) staff engaged to fill temporarily a permanent post paid from research and investment appropriations and included in the list of posts appended to the budget relating to the institution concerned.

### *Article 3 (96)*

For the purposes of these conditions of employment, 'auxiliary staff' means:

- (a) staff engaged, within the limits set in Article 52, for the performance of full-time or part-time duties in an institution but not assigned to a post included in the list of posts appended to the section of the budget relating to that institution;
- (b) staff engaged, after the possibilities of temporary posting of officials within the institution have been examined, to replace certain persons who are unable for the time being to perform their duties, namely:
  - officials or temporary staff in the assistants' function group (AST);
  - exceptionally, officials or temporary staff in the administrators' function group (AD), other than senior staff (Directors-General or their equivalent in grades AD 16 or AD 15 and Directors or their equivalent in grades AD 15 or AD 14), occupying a highly specialized post;

such staff are paid from the total appropriations for the purpose under the section of the budget relating to the institution.

*Article 3a (96)*

1. For the purposes of these Conditions of Employment, "contract staff" means staff not assigned to a post included in the list of posts appended to the section of the budget relating to the institution concerned and engaged for the performance of full-time or part-time duties:

- (a) in an institution to carry out manual or administrative support service tasks,
- (b) in the agencies referred to in Article 1a(2) of the Staff Regulations,
- (c) in other entities inside the European Union created, after consultation of the Staff Regulations Committee, by specific legal act issued by one or more institutions allowing for the use of such staff,
- (d) in Representations and Delegations of Community institutions,
- (e) in other entities situated outside the European Union.

2. The Commission shall, on the basis of information provided by all institutions, submit a report to the budgetary authority each year on the employment of contract staff, which shall state whether the overall number of such members of the contract staff has remained within a limit of 75% of all employees in agencies, in other entities inside the European Union, in Representations and Delegations of Community institutions and in other entities situated outside the European Union respectively. If this limit has not been respected, the Commission shall propose to the agencies, the other entities inside the European Union, Representations and Delegations of Community institutions or other entities situated outside the European Union respectively, to take the appropriate corrective measures.

*Article 3b (96)*

For the purposes of these Conditions of Employment, "contract staff for auxiliary tasks" means staff engaged in an institution within the time limits set in Article 88 in one of the function groups referred to in Article 89:

- (a) to perform full-time or part-time duties others than those referred to in Article 3a(1)(a), without being assigned to a post included in the list of posts appended to the section of the budget relating to the institution concerned,
- (b) to replace, after the possibilities of temporary posting of officials within the institution have been examined, certain persons who are unable for the time being to perform their duties, namely:
  - (i) officials or temporary staff in the function group AST;
  - (ii) exceptionally, officials or temporary staff in the function group AD occupying a highly specialised post, except Heads of Unit, Directors, Directors General and equivalent functions.

The use of contract staff for auxiliary tasks is excluded where Article 3a applies.

*Article 4 (8) (18) (24) (96)*

For the purposes of these Conditions of Employment, "local staff" means staff engaged in places outside the European Union according to local practice for manual or service duties, assigned to a post not included in the list of posts appended to the section of the budget relating to each institution and paid from the total appropriations for the purpose under that section of the budget. Staff engaged in places of employment situated outside the European Union for duties other than those mentioned above which, in the interests of the service, could not be assigned to an official or servant having another capacity within the meaning of Article 1, shall also be regarded as local staff.

*Article 5*

For the purposes of these conditions of employment, 'special adviser' means a person who, by reason of his special qualifications and notwithstanding gainful employment in some other capacity, is engaged to assist one of

the institutions of the Communities either regularly or for a specified period and who is paid from the total appropriations for the purpose under the section of the budget relating to the institution which he serves.

*Article 6 (96)*

Each institution shall determine who shall be authorized to conclude the contracts referred to in Article 1.

Article 1a(2), Article 1b and Article 2(2) of the Staff Regulations shall apply by analogy.

*Article 7 (8)*

A servant 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 provided for in Article 9 of the Staff Regulations.

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

The Joint Committee provided for in Article 9 of the Staff Regulations may be consulted by the institution or by the Staff Committee on questions of a general nature relating to servants to whom Article 1 applies.

*Article 7a (8) (96)*

Article 24b of the Staff Regulations shall apply to the servants referred to in Article 1.

## **Title II : Temporary staff**

### **Chapter 1**

#### **General provisions**

*Article 8 (18) (44) (96)*

Temporary staff to whom Article 2(a) applies may be engaged for a fixed or indefinite period. The contracts of such staff who are engaged for a fixed period may be renewed not more than once for a fixed period. Any further renewal shall be for an indefinite period.

Temporary staff to whom Article 2(b) or (d) applies shall not be engaged for more than four years but their engagement may be limited to any shorter duration. Their contracts may be renewed not more than once for a maximum period of two years if the possibility of renewal has been provided for in the initial contract and within the limits provided for in that contract. At the end of that time, they shall no longer be employed as temporary staff under these provisions. On the expiry of their contracts, such servants may be assigned to established posts in the institutions only if they are appointed as officials in accordance with the Staff Regulations.

Temporary staff to whom Article 2(c) applies shall be engaged for an indefinite period.

*Article 9*

Temporary 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 section of the budget relating to each institution.

*Article 9a (96)*

The Commission shall provide a yearly report on the use of temporary staff including numbers of staff, level and type of posts, geographical balance and budgetary resources per function group.

*Article 10 (77) (96)*

Articles 1d, 1e, 5(1), (2), (3) and (4), and Article 7 of the Staff Regulations shall apply by analogy.

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

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

Title VIII of the Staff Regulations shall apply by analogy to temporary staff paid from appropriations for research and investment in the general budget of the European Union. Title VIIIa of the Staff Regulations shall apply by analogy to temporary staff serving in a third country.

## **Chapter 2**

### **Rights and obligations**

#### *Article 11 (44)*

The provisions of Articles 11 to 26 of the Staff Regulations, concerning the rights and obligations of officials, shall apply by analogy. However, where a member of the temporary staff holds a contract for a fixed period, the duration of leave on personal grounds referred to in the second paragraph of Article 15 of the Staff Regulations shall be limited to the remainder of the term of the contract.

Any decision requiring damage suffered by the Communities as a result of serious misconduct to be made good, as provided for in Article 22 of the Staff Regulations, shall be taken by the authority referred to in the first paragraph of Article 6 after observing the formalities provided for in cases of dismissal for serious misconduct.

Decisions relating to individual members of the temporary staff shall be published as provided for in the second paragraph of Article 25 of the Staff Regulations.

## **Chapter 3**

### **Conditions of engagement**

#### *Article 12 (77) (96)*

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

Temporary staff shall be selected without distinction as to race, political, philosophical or religious beliefs, sex or sexual orientation and without reference to their marital status or family situation.

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

- (a) he is a national of one of the Member States of the Communities, unless an exception is authorized by the authority referred to in the first paragraph of Article 6, 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 Communities and of a satisfactory knowledge of another language of the Communities to the extent necessary for the performance of his duties.

3. The European Communities Personnel Selection Office (hereinafter "the Office") shall, at their request, provide assistance to the different institutions with a view to the selection of temporary staff, in particular by defining the contents of the tests and organising the selection procedures. The Office shall ensure the transparency of selection procedures for temporary staff engaged under Article 2 (a), (b) and (d).

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4. At the request of an institution the Office shall, in selection procedures organised for the engagement of temporary staff, ensure the application of the same standards as for the selection of officials.

5. Each institution shall adopt general provisions on the procedures for recruitment of temporary staff in accordance with Article 110 of the Staff Regulations, as necessary.

### *Article 13 (46)*

Before being engaged, a member of the temporary staff shall be medically examined by one of the institution's medical officers in order that the institution may be satisfied that he fulfils the requirements of Article 12(2)(d).

Article 33 of the Staff Regulations shall apply by analogy.

### *Article 14 (24) (44) (96)*

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

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

Not less than one month before the expiry of the probationary period, a report shall be made on the ability of the member of the temporary staff to perform the duties pertaining to his post and also on his conduct and efficiency in the service. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. A member of the temporary staff whose work has not proved adequate to justify retention in his post shall be dismissed. However, the authority referred to in the first paragraph of Article 6 may, in exceptional circumstances, extend the probationary period for a maximum of six months, and possibly assign the member of the temporary staff to another department.

A report on the probationary member of temporary staff 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 authority authorized to conclude contracts of engagement may decide to dismiss the member of the temporary staff before the end of the probationary period by giving him one month's notice.

A dismissed member of the temporary staff shall be entitled to compensation equal to one third of his basic salary per month of probation completed.

### *Article 15 (46) (96)*

1. Temporary staff shall be graded initially in accordance with Article 32 of the Staff Regulations.

Where a member of the temporary staff is assigned to a post corresponding to a higher grade, as provided for in the third paragraph of Article 10, his grading shall be determined in accordance with Article 46 of the Staff Regulations.

2. The provisions of Article 43 of the Staff Regulations, concerning reports, shall apply by analogy.

## **Chapter 4 Working conditions**

### *Article 16 (7) (46) (96)*

Articles 42a, 42b and 55 to 61 of the Staff Regulations, concerning leave, hours of work, overtime, shiftwork, standby duty at place of work or at home and public holidays, shall apply by analogy. Special leave and parental and family leave shall not extend beyond the term of the contract.

The paid sick-leave provided for in Article 59 of the Staff Regulations shall not, however, exceed three months or the length of time worked by the member of the temporary staff, where the latter is longer. The leave shall not extend beyond the term of his contract.

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On expiry of these time-limits, a servant whose contract is not terminated, notwithstanding that he is unable to resume his duties, shall be placed on unpaid leave.

However, where a servant 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 an invalidity pension under Article 33.

### *Article 17 (44) (96)*

In exceptional circumstances a member of the temporary staff may at his own request be granted unpaid leave on compelling personal grounds. The authority referred to in the first paragraph of Article 6 shall determine the length of such leave, which shall not exceed one quarter of the length of time already worked by the servant or:

- three months if the servant's seniority is less than four years;
- twelve months in all other cases.

Any period of leave granted in accordance with the preceding paragraph shall not count for purposes of the application of the third paragraph of Article 20.

While a member of the temporary staff is on unpaid leave his membership of the social security scheme provided for in Article 28 shall be suspended.

However, a member of the temporary staff who is not gainfully employed may, not later than one month following that in which unpaid leave begins, apply to continue to be covered against the risks referred to in Article 28, provided that he bears half the cost of the contributions provided for in that Article for the duration of his leave; the contribution shall be calculated by reference to his last basic salary.

Moreover, a member of the temporary staff to whom Article 2(c) or (d) applies who proves that he cannot acquire pension rights under another pension scheme may apply to continue to acquire further pension rights throughout the period of unpaid leave, provided that he bears the cost of a contribution equal to three times the rate laid down in Article 41; the contributions shall be calculated by reference to the basic salary for his grade and step.

### *Article 18 (44)*

A member of the temporary staff who is called up for military service, alternative services or reserve training or who is recalled to serve in the armed forces shall be assigned leave for national service; for temporary staff engaged for a fixed period such leave may in no circumstances exceed the duration of the contract.

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

A member of the temporary staff who is called up for reserve training or who is recalled to service 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.

## **Chapter 5 Remuneration and expenses**

### *Article 19*

The remuneration of temporary staff shall comprise basic salary, family allowances and other allowances.

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*Article 20*

(18) (19) (23) (24) (27) (30) (31) (32) (34) (35) (36) (37) (38) (41) (42) (43) (44) (45) (62) (63) (96)

1. Articles 63, 64, 65 and 65a of the Staff Regulations, concerning the currency in which remuneration is to be expressed and adjustments to such remuneration, shall apply by analogy.
2. Articles 66, 67, 69 and 70 of the Staff Regulations, concerning basic salaries, family allowances, expatriation allowance and payment in the event of death, shall apply by analogy.
3. The provisions of Article 66a of the Staff Regulations on the special levy shall apply by analogy to temporary staff.
4. A member of temporary staff who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

*Article 21 (96)*

Articles 1, 2, 3 and 4 of Annex VII to the Staff Regulations, concerning payment of family allowances and expatriation allowance shall apply by analogy.

*Article 22*

Subject to Articles 23 to 26, a member of the temporary staff shall be entitled, in accordance with Articles 5 to 15 of Annex VII to the Staff Regulations, to reimbursement of expenses incurred by him on taking up appointment, transfer or leaving the service, and also to reimbursement of expenses incurred in the course of or in connection with the performance of his duties.

*Article 23*

A member of the temporary staff engaged for a fixed period of not less than 12 months, or deemed by the authority referred to in the first paragraph of Article 6 to be engaged for an equivalent period if his contract is for an indefinite period, shall, as provided for in Article 9 of Annex VII to the Staff Regulations, be entitled to reimbursement of his removal expenses.

*Article 24 (10) (44) (78) (81) (96)*

1. A member of the temporary staff engaged for a fixed period of not less than one year, or deemed by the authority referred to in the first paragraph of Article 6 to be engaged for an equivalent period if his contract is for an indefinite period, shall receive an installation allowance as provided for in Article 5 of Annex VII to the Staff Regulations amounting, for an expected period of service of:

- not less than one year but less than two years, to one third
  - not less than two years but less than three years, to two thirds
  - three years or more, to three thirds
- } of the rate laid down in Article 5 of Annex VII of the Staff Regulations.

2. The resettlement allowance provided for in Article 6 of Annex VII to the Staff Regulations shall be granted to temporary staff who have completed four years' service. A servant 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.

3. However, the installation allowance provided for in paragraph 1 and the resettlement allowance provided for in paragraph 2 shall not be less than:

- (a) EUR 976,85 for a servant who is entitled to the household allowance; and
- (b) EUR 580,83 for a servant who is not entitled to the household allowance.

In cases where a husband and wife who are officials or other servants of the Communities are both entitled to the settlement allowance or resettlement allowance, this shall be payable only to the person whose basic salary is the higher.

*Article 25 (8) (44)*

Article 10 of Annex VII to the Staff Regulations concerning the daily subsistence allowance, shall apply. However, a member of the temporary staff who is engaged for a fixed period of less than 12 months, or who is deemed by the authority referred to in the first paragraph of Article 6 to be engaged for an equivalent period if his contract is for an indefinite period, and who furnishes evidence that it is impossible for him to continue to live in his place of residence shall be entitled to the daily subsistence allowance for the duration of his contract or for a maximum of one year.

*Article 26*

Article 8 of Annex VII to the Staff Regulations, concerning annual payment of travel expenses from place of employment to place of origin, shall apply only to temporary staff who have completed not less than nine months' service.

*Article 27*

Articles 16 and 17 of Annex VII to the Staff Regulations, concerning payment of sums due, shall apply by analogy.

**Chapter 6**  
**Social security benefits**

**Section A**  
**Sickness and accident insurance, social security benefits**

*Article 28 (18) (44) (46) (96)*

Articles 72 and 73 of the Staff Regulations, concerning sickness and accident cover, shall apply by analogy to temporary staff during the period of employment, during sick-leave and during the periods of unpaid leave referred to in Articles 11 and 17 in accordance with conditions laid down therein; Article 72 of the Staff Regulations, concerning sickness cover, shall apply by analogy to temporary staff in receipt of invalidity allowance and to recipients of a survivor's pension. Article 72 shall also apply to staff referred to in Article 39(2) who are in receipt of a retirement pension.

If, however, the medical examination provided for in Article 13 shows the servant to be suffering from sickness or invalidity, the authority referred to in the first paragraph of Article 6 may decide that expenses arising from such sickness or invalidity are to be excluded from the reimbursement of expenditure provided for in Article 72 of the Staff Regulations.

If a member of the temporary staff proves that he cannot obtain cover under any other sickness insurance scheme provided for by law or regulation, he may, on application made at the latest within one month following the expiry of his contract, continue to benefit from the sickness cover provided for in the first paragraph, for a period of not more than six months after the expiry of his contract. The contributions provided for in Article 72(1) of the Staff Regulations shall be based on his last basic salary and half thereof shall be charged to him.

The appointing authority may, after obtaining the advice of the institution's medical officer, decide that the one-month time-limit within which the application must be made and the six-month limit provided for in the preceding paragraph shall not apply where the person concerned is suffering from a serious or protracted illness

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contracted during his employment, which he has reported to the institution before the end of the six-month period provided for in the preceding paragraph, on condition that the person concerned undergoes a medical examination arranged by the institution.

### *Article 28a (46) (78) (81) (96)*

1. A former member of the temporary staff who is unemployed when his service with an institution of the European Communities has been terminated:

- who is not in receipt of a retirement or invalidity pension from 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 he is entitled to unemployment benefits under a national scheme, he shall be obliged to declare this to the institution to which he belonged, 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 member of the temporary staff shall:

- (a) be registered, at his own request, as seeking employment with the employment authorities of the Member States in which he establishes 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 institution to which he belonged, 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 Article.

3. The unemployment allowance shall be set by reference to the basic salary attained by the former member of the temporary staff at the time of the termination of his service. The allowance shall be set at:

- (a) 60% of the basic salary for an initial period of 12 months,
- (b) 45% of the basic salary for the 13th to the 24th month,
- (c) 30% of the basic salary for the 25th to the 36th month.

Other than during an initial six-month period, in which the lower limit specified below is applicable but the upper limit is not, the amounts thus calculated may neither be less than EUR 1 171,52 nor exceed EUR 2 343,04. These limits shall be adjusted, in the same way as the salary scales set out in Article 66 of the Staff Regulations, in accordance with Article 65 of the Staff Regulations.

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4. The period during which the unemployment allowance is payable to a former member of the temporary staff may not be more than 36 months from the date of termination of service and shall in no case exceed the equivalent of one third of the actual length of service completed. However, if, during that period, the former member of the temporary staff ceases to fulfil the conditions laid down in paragraphs 1 and 2, payment of the unemployment allowance shall be suspended. Payment shall resume if, before the expiry of that period, the former member of the temporary staff again fulfils the said conditions and is not entitled to national unemployment benefit.

5. A former member of the temporary staff who is eligible for the unemployment allowance shall be entitled to the family allowances provided for in Article 67 of the Staff Regulations. The household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 1 of Annex VII to the Staff Regulations.

The person concerned 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 member of the temporary staff who is eligible for the unemployment allowance shall be entitled, as provided for in Article 72 of the Staff Regulations, to insurance cover against sickness without having to make any contribution.

6. The unemployment allowance and the family allowances shall be paid by the Commission in euro. No correction coefficient shall be applicable.

7. Members of the temporary staff shall contribute one third of the financing of the unemployment insurance scheme. That contribution shall be set at 0,81% of the basic salary of the person concerned after deducting a standard allowance of EUR 1 065,02 and without taking account of the correction coefficients provided for in Article 64 of the Staff Regulations. The contribution shall be deducted each month from the salary of the person concerned and paid, together with the remaining two thirds to be borne by the institution, into a Special Unemployment Fund. This Fund shall be common to the institutions and the latter shall pay their contributions to the Commission each month, no later than eight days after the payment of remunerations. All expenditure under this Article shall be authorised and paid by the Commission in accordance with the provisions of the Financial Regulation governing the general budget of the European Union.

8. The unemployment allowances paid to a former member of the temporary staff 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. The 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 final subparagraph of paragraph 2.

11. One year after the introduction of this unemployment insurance scheme and every two years thereafter, the Commission shall present the Council with a report on the financial situation of the scheme. Independently of this report, the Commission may present to the Council proposals for adjusting the contributions provided for in paragraph 7 if this is necessary in the interests of the balance of the scheme. The Council shall act on the proposals in accordance with paragraph 3.

### *Article 29*

Article 74 of the Staff Regulations, concerning the birth grant, and Article 75 of the Staff Regulations, concerning the assumption of liability by the institution for the costs referred to therein, shall apply by analogy.

*Article 30 (96)*

Article 76 of the Staff Regulations, concerning gifts, loans or advances, shall apply by analogy to temporary staff during the term of their contract or after expiry of the contract where, as a result of serious protracted illness contracted or a disability, or of an accident sustained, during his employment, the servant is incapable of working and proves that such illness or accident is not covered by another social security scheme.

**Section B**  
**Insurance against invalidity and death**

*Article 31*

Temporary staff are insured in accordance with the following provisions against the risk of death and of invalidity occurring during their employment.

The payments and benefits provided for in this Section shall be suspended if the remuneration which a member of the staff receives in respect of his employment, is suspended pursuant to these conditions of employment.

*Article 32 (46)*

Where the medical examination made before a servant is engaged shows that he is suffering from sickness or invalidity, the authority referred to in the first paragraph of Article 6 may, in so far as risks arising from such sickness or invalidity are concerned, decide to admit him 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 institution.

The servant may appeal against this decision to the Invalidity Committee provided for in Article 4(1) of the Staff Regulations.

*Article 33 (8) (46) (96)*

1. A servant who is suffering from total invalidity and who, for that reason, is obliged to suspend employment with the institution shall be entitled, for as long as the invalidity lasts, to an invalidity allowance, the amount of which shall be determined as follows.

Article 52 of the Staff Regulations shall apply by analogy to recipients of an invalidity allowance. If the recipient of an invalidity allowance retires before the age of 65 without having reached the maximum pension entitlement, the general rules on retirement pensions shall be applied. The amount of the retirement pension shall be based on the salary for the grade and step occupied by the servant when he became an invalid.

The invalidity allowance shall be 70% of the final basic salary of the member of the temporary staff. However, it shall not be less than the minimum subsistence figure, as defined in Article 6 of Annex VIII to the Staff Regulations. The invalidity allowance shall be subject to contributions to the pension scheme, calculated on the basis of that allowance.

Where the invalidity of the servant 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 life and limb to save another human being, the invalidity allowance shall not be less than 120% of the minimum subsistence figure. In such cases the pension contributions shall be borne by the budget of the former employer.

In the case of invalidity deliberately brought about by the servant, the authority referred to in the first paragraph of Article 6 may decide that he should receive only the grant provided for in Article 39.

Persons entitled to an invalidity allowance shall also be entitled to the family allowances provided for in Article 67 of the Staff Regulations in accordance with Annex VII to the Staff Regulations; the household allowance shall be determined on the basis of the recipient's allowance.

2. Invalidity shall be established by the Invalidity Committee provided for in Article 9 of the Staff Regulations.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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3. The institution referred to in Article 40 of Annex VIII to the Staff Regulations may require periodic examinations of the recipient of an invalidity allowance to establish that he still fulfils the conditions for payment of that allowance. If the Invalidity Committee finds that these conditions are no longer fulfilled, the servant shall resume service with the institution, providing his contract has not expired.

However, if it proves impossible to employ the person concerned in the service of the Communities, the contract may be terminated subject to payment of an amount corresponding to the remuneration that would have been paid during the period of notice and, where applicable, to the compensation for termination of contract provided for in Article 47. Article 39 shall also apply.

### *Article 34 (18) (46) (96)*

The persons entitled under a deceased servant, as defined in Chapter 4 of Annex VIII to the Staff Regulations, shall be entitled to the survivor's pension as provided for in Articles 35 to 38.

Where a former servant in receipt of an invalidity allowance or a former servant within the meaning of Article 2(a), (c) or (d) who was in receipt of a retirement pension or who left the service before reaching the age of 63 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 63 years dies, the persons entitled under the deceased servant, as defined in Chapter 4 of Annex VIII to the Staff Regulations, shall be entitled to the survivor's pension as provided for in that Annex.

Where the whereabouts of a member of the temporary staff, or of a former member of temporary staff in receipt of an invalidity allowance or retirement pension, or of a former member of temporary staff who left the service before he reached the age 63 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 63, are unknown for more than one year, the provisions of Chapters 5 and 6 of Annex VIII to the Staff Regulations dealing with provisional pensions shall apply by analogy to his spouse and to persons recognized as his dependants.

### *Article 35 (96)*

The right to receive payment of pension shall have effect from the first day of the month following that in which death occurred or, where applicable, on the first day of the month following the period during which the deceased's surviving spouse, orphans or dependants receive his emoluments under Article 70 of the Staff Regulations.

### *Article 36 (8) (46) (96)*

The surviving spouse of a servant shall be entitled to a survivor's pension in accordance with Chapter 4 of Annex VIII to the Staff Regulations. The pension shall be not less than 35% of the final basic monthly salary received by the servant, nor less than the minimum subsistence figure defined in Article 6 of Annex VIII to the Staff Regulations. Where a servant within the meaning of Article 2(a), (c) or (d) dies, the amount of the widow's pension shall be increased to 60% of the retirement pension which the servant would have been paid if he had qualified, irrespective of length of service or of age, for such pension at the time of his death.

A person drawing survivor's pension shall be entitled, under the conditions laid down in Annex VII to the Staff Regulations, to the family allowances specified in Article 67 of the Staff Regulations. However, the dependent child allowance shall be equal to twice the amount of the allowance provided for in Article 67(1)(b) of the Staff Regulations.

### *Article 37 (8) (24) (46) (96)*

Where a servant or person entitled to a retirement pension or invalidity allowance dies leaving no spouse entitled to a survivor's pension, the children deemed to be dependent on him at the time of death shall be entitled to an orphan's pension in accordance with Article 80 of the Staff Regulations.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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The same entitlement shall apply to children who fulfil the foregoing conditions in the event of death or remarriage of a spouse who is entitled to a survivor's pension.

Where a servant or a person entitled to a retirement pension or invalidity allowance dies but the conditions set out in the first paragraph are not satisfied, the provisions of the third paragraph of Article 80 of the Staff Regulations shall apply.

In the event of the death of a former member of the temporary staff within the meaning of Article 2(a), (c) or (d) who leaves the service before reaching 63 years of age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reaches 63 years of age, children deemed to be his dependants in accordance with Article 2 of Annex VII to the Staff Regulations shall be entitled to an orphan's pension on the same terms as those set out in the preceding paragraphs.

The orphan's pension of a person treated as a dependent child as defined in Article 2(4) of Annex VII to the Staff Regulations may not exceed twice the dependent child allowance.

No orphan's pension shall be payable where a natural parent who has been replaced by an adoptive parent dies.

Orphans shall be entitled to an education allowance in accordance with Article 3 of Annex VII to the Staff Regulations.

### *Article 38*

In the case of divorce or where there is more than one category of survivor who qualifies to claim survivor's pension, such pension shall be apportioned in manner provided for in Chapter 4 of Annex VIII to the Staff Regulations.

### *Article 38a (46)*

The rules relating to ceilings and apportionment set out in Article 81a of the Staff Regulations shall apply by analogy.

## Section C

### Retirement pension and severance grant (8)

#### *Article 39 (8) (18) (46) (96)*

1. On leaving the service, a servant within the meaning of Article 2 shall be entitled to a retirement pension, transfer of the actuarial equivalent or the payment of the severance grant in accordance with Chapter 3 of Title V of, and Annex VIII to, the Staff Regulations. Where the servant is entitled to a retirement pension his pension rights shall be reduced in proportion to the amounts paid under Article 42.

Article 9 (2) of Annex VIII to the Staff Regulations shall apply under the following conditions:

the Appointing Authority may decide, in the interests of the service on the basis of objective criteria and transparent procedures introduced by means of general implementing provisions, not to apply any reduction to the pension of a temporary servant, up to a maximum of eight temporary servants in all institutions in any one year. The annual number may vary, subject to an average of ten every two years and the principle of budget neutrality. Before five years have elapsed, the Commission shall submit to the European Parliament and the Council an evaluation report on the implementation of this measure. Where appropriate, the Commission shall submit a proposal to change after five years the maximum annual number on the basis of Article 283 of the EC Treaty.

2. Article 11(2) and (3) of Annex VIII of the Staff Regulations shall be applied by analogy to servants within the meaning of Article 2 of these Conditions of Employment.

3. A person who becomes entitled to a retirement pension shall be entitled to the family allowances provided for in Article 67 of the Staff Regulations. The percentage component of the household allowance shall be calculated on the basis of the recipient's pension.

*Article 40 (96)*

If a servant is appointed an official of the Communities, he shall not receive the grant provided for in the first paragraph of Article 39.

Any period of service on the temporary staff of one of the three European Communities shall be taken into account for the purpose of calculating years of pensionable service as provided for in Annex VIII to the Staff Regulations.

Where a servant has exercised the option provided for in Article 42, his retirement pension rights shall be reduced proportionately in respect of the period in which the sums were withdrawn.

The preceding paragraph shall not apply to a servant who, in the three months following application of the Staff Regulations to him, asks to be allowed to repay such sums plus compound interest at the rate of 3,5% per year, which may be revised following the procedure laid down in Article 12 of Annex XII to the Staff Regulations.

**Section D**

**Funding of the invalidity and life assurance scheme and of the pension scheme**

*Article 41 (46) (96)*

As regards the funding of the social security scheme provided for in Sections B and C, the provisions of Article 83 and Article 83a of the Staff Regulations and Articles 36 and 38 of Annex VIII thereto shall apply by analogy.

*Article 42 (8) (64) (94) (96)*

In accordance with conditions to be laid down by the institution, a servant may request the institutions to effect any payments which he is required to make in order to constitute or maintain pension rights in his country of origin.

Such payments shall not exceed twice the rate provided for in Article 83(2) of the Staff Regulations and shall be charged to the budget of the Communities.

**Section E**

**Settlement of claims by temporary staff**

*Article 43 (46)*

Articles 40 to 44 of Annex VIII to the Staff Regulations shall apply by analogy.

**Section F**

**Payment of benefits**

*Article 44 (46)*

Articles 81a and 82 of the Staff Regulations and Article 45 of Annex VIII to the Staff Regulations, concerning the payment of benefits, shall apply by analogy.

Any sums due from a member of the temporary staff to the Communities under this insurance scheme at the date when the benefits are payable shall be deducted from the amount of his benefit or from the benefits payable to

those entitled under him in a manner to be determined by the institution referred to in Article 45 of Annex VIII to the Staff Regulations. The deduction may be spread over a number of months.

**Section G**  
**Subrogation in favour of the Communities**

*Article 44a (46)*

The provisions of Article 85a of the Staff Regulations, relating to subrogation in favour of the Communities, shall apply by analogy.

**Chapter 7**  
**Recovery of overpayments**

*Article 45 (8)*

Article 85 of the Staff Regulations, concerning the recovery of overpayments, shall apply.

**Chapter 8**  
**Appeals**

*Article 46*

Title VII of the Staff Regulations, concerning appeals, shall apply by analogy.

**Chapter 9**  
**Termination of employment**

*Article 47 (18) (44) (96)*

Apart from cessation on death, the employment of temporary staff shall cease:

- (a) at the end of the month in which the servant reaches the age of 65 years; or
- (b) where the contract is for a fixed period:
  - (i) on the date stated in the contract;
  - (ii) at the end of the period of notice specified in the contract giving the servant or the institution the option to terminate earlier. The period of notice shall not be less than one month per year of service, subject to a minimum of one month and a maximum of three months. For temporary staff whose contracts have been renewed the maximum shall be six 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 limits aforesaid. If the institution terminates the contract, the servant 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;
  - (iii) where the servant no longer satisfies the conditions laid down in Article 12(2), point (a), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in subpoint (ii) of this point (b) shall apply; or
- (c) where the contract is for an indefinite period:
  - (i) at the end of the period of notice stipulated in the contract; the length of the period of notice shall not be less than one month for each completed year of service, subject to a minimum of three months and a maximum of 10 months. The period of notice shall not, however, commence to run

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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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 limits aforesaid; or

- (ii) where the servant no longer satisfies the conditions laid down in Article 12(2), point (a), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in subpoint (i) of this point (c) shall apply.

### *Article 48 (44) (96)*

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

- (a) during or at the end of the probationary period in accordance with Article 14;
- (b) if the servant is unable to resume his duties at the end of a period of paid sick-leave as provided for in Article 16. In such case, the servant shall receive an allowance equal to this basic salary, plus family allowances at the rate of two days per month of service completed.

### *Article 49 (46) (96)*

1. After the disciplinary procedure provided for in Annex IX to the Staff Regulations, which shall apply by analogy, has been followed, employment may be terminated without notice on disciplinary grounds in serious cases of intentional or negligent failure of temporary staff to comply with their obligations. A reasoned decision shall be taken by the authority referred to in the first paragraph of Article 6, after the servant concerned has been given an opportunity of submitting his defence.

Before his employment is terminated, a member of temporary staff may be suspended, in accordance with Articles 23 and 24 of Annex IX to the Staff Regulations, which shall apply by analogy.

2. Where employment is terminated in accordance with paragraph 1, the authority referred to in the first paragraph of Article 6 may decide:

- (a) to limit the severance grant provided for in Article 39 to repayment of the contribution provided for in Article 83 of the Staff Regulations, plus compound interest at the rate of 3.5% per annum;
- (b) to withhold in whole or in part the resettlement allowance provided for in Article 24(2).

### *Article 50 (46) (96)*

1. The employment of a member of the temporary staff shall be terminated by the institution without notice if the authority referred to in the first paragraph of Article 6 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 12(2), and
- (b) that the false information furnished was a determining factor in his being engaged.

2. In such cases the authority referred to in the first paragraph of Article 6 shall, after hearing the servant concerned, and after the disciplinary procedure provided for in Annex IX to the Staff Regulations, which shall apply by analogy, has been followed, declare that his employment is terminated.

Before his employment is terminated, a member of temporary staff may be suspended in accordance with Articles 23 and 24 of Annex IX to the Staff Regulations, which shall apply by analogy.

The provisions of Article 49(2) shall apply.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

### *Article 50a (46)*

Without prejudice to Articles 49 and 50, any intentional or negligent failure by a member of the temporary staff or of a former member of the temporary staff to comply with his obligations under these conditions of employment shall render him liable to disciplinary action in accordance with Title VI of the Staff Regulations and where applicable Annex IX to the Staff Regulations, the provisions of which shall apply by analogy.

### **Title III Auxiliary staff**

#### **Chapter 1: General provisions**

##### *Article 51(96)*

The contracts of auxiliary staff shall be concluded for a fixed period; they shall be renewable.

##### *Article 52 (91) (96)*

The actual period of employment of auxiliary staff, including any period of renewal, shall not exceed three years or extend beyond 31 December 2007. No new auxiliary staff may be engaged after 31 December 2006.

##### *Article 53 (77) (96)*

Auxiliary staff shall be divided into four categories, subdivided into groups corresponding to the duties to be performed.

Within each group, auxiliary staff shall be graded in four classes. This grading shall take account of the qualifications and experience of the persons concerned.

The basic posts and corresponding groups are as shown in the following table:

Category	Group	Post
A	I	Researcher with a high degree of experience in one or more fields; Experienced reviser of translations; Interpreter with special experience.
	II	Researcher with some degree of experience; Reviser of translations; Experienced translator or interpreter.
	III	Researcher; Translator or interpreter.
B	IV	Staff doing difficult work (drafting, correcting, bookkeeping or of a technical nature).
	V	Staff doing simple work (drafting, bookkeeping or of a technical nature).
C	VI	Experienced secretary; Experienced office worker.
	VII	Secretary, typist or telephonist; Office worker.
D	VIII	Skilled worker; Usher or chauffeur.
	IX	Unskilled worker, messenger.

Article 1d of the Staff Regulations concerning equality of treatment for officials shall apply by analogy.

## **Chapter 2**

### **Rights and obligations**

#### *Article 54*

Articles 11 to 25 of the Staff Regulations, concerning the rights and obligations of officials, shall apply by analogy, save for Article 13, concerning gainful employment on the part of a spouse, Article 15, concerning officials who are candidates for elective public office, the third paragraph of Article 23, concerning laissez-passer, and the second paragraph of Article 25, concerning publication of decisions relating to specific individuals.

A decision requiring damage suffered by the Communities as a result of serious misconduct to be made good, as provided for in Article 22 of the Staff Regulations, shall be taken by the authority referred to in the first paragraph of Article 6 after observing the formalities provided for in cases of dismissal for serious misconduct.

## **Chapter 3**

### **Conditions of engagement**

#### *Article 55*

1. A member of the auxiliary staff may be engaged only on condition that:

- (a) he is a national of one of the Member States of the Communities, unless an exception is authorized by the authority referred to in the first paragraph of Article 6, 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; and
- (d) he is physically fit to perform his duties.

2. The authority referred to in the first paragraph of Article 6 may waive the requirement that the person concerned should produce documentary evidence that he fulfills these conditions where his engagement is for not more than three months.

#### *Article 56*

The contract of a member of the auxiliary staff shall specify in particular:

- (a) the duration of the contract;
- (b) the date when he is to take up employment;
- (c) the nature of his work;
- (d) his grading;
- (e) the place where he is to be employed.

## **Chapter 4**

### **Working conditions**

#### *Article 57 (7) (96)*

Articles 55 to 56b of the Staff Regulations, relating to hours of work, overtime, shiftwork, standby duty at place of work or at home, shall apply by analogy except Article 55a(2)(d) and (e).

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

### *Article 58*

Auxiliary staff shall be entitled to paid leave at the rate of two working days per month of service; any period of less than 15 days' or half a month's service shall carry no leave entitlement.

Where it has not been possible, owing to the requirements of the service, for a member of the auxiliary staff to be given leave as provided for in the preceding paragraph during his employment, any days of leave not taken shall be paid for as extra days worked.

In addition to such leave, a member of the auxiliary staff may, in exceptional circumstances and at his own request, be granted special leave in accordance with rules laid down by the institution on the basis of the principles set out in Article 57 of the Staff Regulations and in Article 6 of Annex V to the Staff Regulations.

### *Article 59 (46)*

Article 16, concerning sick-leave, shall apply to auxiliary staff. Paid sick-leave shall not, however, exceed one month or the length of time worked by a member of the auxiliary staff, where the latter period is longer. Article 58 of the Staff Regulations, concerning maternity leave, shall apply by analogy.

### *Article 60*

Articles 60 and 61 of the Staff Regulations, concerning unauthorized absence and public holidays, shall apply by analogy.

## **Chapter 5 Remuneration and expenses**

### *Article 61*

The remuneration of auxiliary staff shall comprise basic salary, family allowances and other allowances.

Auxiliary staff shall remain throughout the term of their contract in the salary class specified in their contract.

### *Article 62*

Auxiliary staff shall be paid by the day or by the month.

In the case of auxiliary staff paid by the day, only days actually worked shall be paid.

### *Article 63*

(1) (2) (4) (5) (9) (11) (12) (13) (19) (20) (23) (27) (30) (31) (32) (35) (36) (37) (38) (41) (42) (43) (45) (47) (48) (49) (53) (54) (56) (57) (58) (59)(60) (65) (66)(68)(70)(71)(72)(74)(76)(78)(80) (81) (84)(87)(89)(90)(92)(93)(95)

The scale of basic salaries shall be provided for in the following table:

<b>1.01.2004</b>		<b>Classes</b>			
<b>Catégories</b>	<b>Groupes</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>A</b>	<b>I</b>	5.970,70	6.710,28	7.449,86	8.189,44
	<b>II</b>	4.333,44	4.755,70	5.177,96	5.600,22
	<b>III</b>	3.641,57	3.803,78	3.965,99	4.128,20
<b>B</b>	<b>IV</b>	3.498,21	3.840,67	4.183,13	4.525,59
	<b>V</b>	2.747,79	2.928,92	3.110,05	3.291,18
<b>C</b>	<b>VI</b>	2.613,34	2.767,19	2.921,04	3.074,89
	<b>VII</b>	2.339,03	2.418,62	2.498,21	2.577,80
<b>D</b>	<b>VIII</b>	2.114,12	2.238,63	2.363,14	2.487,65
	<b>IX</b>	2.035,98	2.064,34	2.092,70	2.121,06

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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### *Article 63a (34)*

The provisions of Article 66a of the Staff Regulations shall apply by analogy.

### *Article 64*

Articles 63, 64 and 65 of the Staff Regulations, concerning the currency in which remuneration is to be expressed and adjustments to such remuneration, shall apply by analogy.

### *Article 65 (10) (24) (96)*

With the exception of Article 67(1)(c), Article 67 and Article 69 of the Staff Regulations and Articles 1, 2 and 4 of Annex VII to the Staff Regulations, concerning the payment of family and expatriation allowances, shall apply by analogy.

### *Article 66 (96)*

Where a servant is paid by the day, the remuneration due for each day's work payable shall be one twentieth of the monthly remuneration. Remuneration shall be paid at the end of the current week.

### *Article 67 (96)*

Articles 7, 11, 12, 13 and 13a of Annex VII to the Staff Regulations, concerning the reimbursement of travel expenses and mission expenses, and the granting of housing and transport allowances, shall apply by analogy.

### *Article 68 (96)*

In the case of servants paid by the month, the remuneration shall be paid no later than the last working day of the month.

Where remuneration is not due in respect of a complete month, the amount shall be divided into 30ths, and

- (a) where the actual number of days payable is 15 or less, the number of 30ths due shall equal the actual number of days payable;
- (b) where the actual number of days payable is more than 15, the number of 30ths due shall equal the difference between the actual number of days not payable and 30.

Where entitlement to family allowances and the expatriation allowance commences after the date of entering the service, servants shall receive them from the first day of the month in which such entitlement commences. On cessation of such entitlement, servants shall receive them up to the last day of the month in which entitlement ceases.

### *Article 69 (8)*

A member of the auxiliary staff who furnishes evidence that he cannot continue to reside at his former address shall be entitled for not more than one year to the daily subsistence allowance provided for in Article 10 of Annex VII to the Staff Regulations.

## **Chapter 6 Social Security benefits**

### *Article 70 (96)*

1. So that auxiliary staff are insured against sickness, accident, invalidity, unemployment and death and can build up a retirement pension, they shall be affiliated to a compulsory social security scheme, preferably that of the country to whose scheme they were last affiliated or that of their country of origin.

The institution shall be responsible for the employer's contributions required under the legislation in force where the servant is compulsorily affiliated to such a social security or unemployment insurance scheme, or for two thirds of the servant's contributions where he remains voluntarily affiliated to the national social security scheme of which he was a member before he entered the service of the Communities or where he voluntarily joins a national social security scheme.

2. Where it is not possible to apply the provisions of paragraph 1, auxiliary staff shall be insured against sickness, accident, invalidity and death and for the provision of a retirement pension, at the expense of the institution which employs them for the equivalent of the two-third share specified in paragraph 1. Provisions for applying the foregoing shall be laid down by agreement between the institutions after consulting the Staff Regulations Committee provided for in Article 10 of the Staff Regulations.

*Article 71*

Article 76 of the Staff Regulations, concerning gifts, loans or advances, shall apply by analogy to auxiliary staff during the term of their contract.

**Chapter 7**  
**Recovery of overpayments**

*Article 72 (8)*

Article 85 of the Staff Regulations, concerning the recovery of overpayments, shall apply.

**Chapter 8**  
**Appeals**

*Article 73*

Title VII of the Staff Regulations, concerning appeals, shall apply by analogy.

**Chapter 9 :Termination of employment**

*Article 74 (96)*

Apart from cessation on death, the employment of auxiliary staff shall cease:

- (a) on the date stated in the contract;
- (b) at the end of the month in which the servant reaches the age of 65 years;
- (c) at the end of the period of notice specified in the contract giving the servant or the institution the option to terminate earlier. The period of notice shall not be less than one month per year of service, subject to a minimum of one month 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 limits aforesaid. If the institution terminates the contract, the servant 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;
- (d) where the servant no longer satisfies the conditions laid down in Article 55(1), point (a), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in point (c) of this Article shall apply.

*Article 75 (96)*

The employment of auxiliary staff:

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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1. shall be terminated by the institution without notice if the servant is called to serve in the armed forces;
2. may be terminated by the institution without notice:
  - (a) if the servant is recalled to service in the armed forces and his duties under his contract with the institution were such that there is no prospect of re-employing him in his former capacity when his period of service is over. In such case the servant shall receive an allowance equal to his basic salary plus family allowances at the rate of two days for each completed month of service;
  - (b) if the servant is elected to public office and the authority referred to in the first paragraph of Article 6 considers such public office to be incompatible with the discharge of his normal duties;
  - (c) if the servant ceases to satisfy the requirements of Article 55(1)(d). However, his contract may be terminated only if he is entitled to an invalidity allowance;
  - (d) if the servant is unable to resume his duties at the end of a period of paid sick-leave as provided for in Article 59. In such case the servant 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 76*

The employment of a member of the auxiliary staff may be terminated without notice on disciplinary grounds in serious cases of failure to comply with his obligations, whether intentionally or through negligence on his part. A reasoned decision shall be taken by the authority referred to in the first paragraph of Article 6, after the servant concerned has had an opportunity of submitting his defence.

### *Article 77*

The employment of a member of the auxiliary staff shall be terminated by the institution without notice if the authority referred to in the first paragraph of Article 6 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 55(1); and
- (b) that the false information furnished was a determining factor in his being engaged.

In such case the authority referred to in the first paragraph of Article 6 shall, after hearing the servant concerned, declare that his employment is terminated.

### *Article 78 (86) (96)*

By way of derogation from the provisions of this Title, auxiliary staff engaged by the European Parliament for the duration of the work of its sessions shall be subject to the conditions of recruitment and remuneration laid down in the agreement between the Parliament, the Council of Europe and the Assembly of Western European Union in respect of engagement of such staff.

The provisions of that agreement and any subsequent amendment thereto shall be notified to the competent budgetary authorities one month before their entry into force.

The same conditions of recruitment and remuneration applied to conference interpreters engaged by the European Parliament shall apply to auxiliary staff engaged by the Commission as conference interpreters on behalf of the Community institutions and bodies.

The provisions of this Article shall apply until 31 December 2006, the date from which the staff concerned shall be subject to the conditions laid down according to the procedure referred to in Article 90.

**Title IV: Contract staff**

**Chapter 1  
General provisions**

*Article 79 (96)*

1. Contract staff shall be paid from the total appropriations for the purpose under the section of the budget relating to the institution.
2. Each institution shall adopt general implementing provisions governing the use of contract staff in accordance with Article 110 of the Staff Regulations, as necessary.
3. The Commission shall provide a yearly report on the use of contract staff including numbers of staff, level and type of posts, geographical balance and budgetary resources per function group.
4. The institutions, agencies and other entities using contract staff shall provide indicative yearly forecasts for the use of contract staff per function group in the context of the budget procedure.

*Article 80 (96)*

1. Contract staff shall be subdivided into four function groups corresponding to the duties to be performed. Each function group shall be subdivided into grades and steps.
2. The types of duties and corresponding function groups shall be as shown in the following table:

Function group	Grades	Duties
IV	13 to 18	Administrative, advisory, linguistic and equivalent technical tasks, performed under the supervision of officials or temporary staff.
III	8 to 12	Executive tasks, drafting, accountancy and other equivalent technical tasks, performed under the supervision of officials or temporary staff.
II	4 to 7	Clerical and secretarial tasks, office management and other equivalent tasks, performed under the supervision of officials or temporary staff.
I	1 to 3	Manual and administrative support service tasks, performed under the supervision of officials or temporary staff.

3. Based on this table each institution or body referred to in Article 3a shall, after consulting the Staff Regulations Committee, define the powers attaching to each type of duties.
4. Article 1e of the Staff Regulations, on measures of a social nature and working conditions shall apply by analogy.

**Chapter 2  
Rights and obligations**

*Article 81(96)*

Article 11 shall apply by analogy.

**Chapter 3**  
**Conditions of engagement**

*Article 82 (96)*

1. Contract staff shall be selected on the broadest possible geographical basis from among nationals of Member States and without distinction as to racial or ethnic origin, political, philosophical or religious beliefs, age or disability, gender or sexual orientation and without reference to their marital status or family situation.
2. Recruitment as a member of the contract staff shall require at least:
  - (a) in function group I, successful completion of compulsory education;
  - (b) in function groups II and III:
    - (i) a level of post-secondary education attested by a diploma, or
    - (ii) a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least three years, or
    - (iii) where justified in the interest of the service, professional training or professional experience of an equivalent level;
  - (c) in function group IV:
    - (i) a level of education which corresponds to completed university studies of at least three years attested by a diploma, or
    - (ii) where justified in the interest of the service, professional training of an equivalent level.
3. A member of the contract staff may be engaged only on condition that he:
  - (a) is a national of one of the Member States, unless an exception is authorised by the authority referred to in the first paragraph of Article 6, and enjoys his full rights as a citizen;
  - (b) has fulfilled any obligations imposed on him by the laws concerning military service;
  - (c) produces the appropriate character references as to his suitability for the performance of his duties;
  - (d) is physically fit to perform his duties; and
  - (e) produces evidence of a thorough knowledge of one of the languages of the Community and of a satisfactory knowledge of another language of the Community to the extent necessary for the performance of his duties.
4. In the initial contract, the authority referred to in the first paragraph of Article 6 may waive the requirement that the person concerned should produce documentary evidence that he fulfils the conditions in points (a), (b) and (c) of paragraphs 2 and 3 where his engagement is for not more than three months.
5. The European Communities Personnel Selection Office shall, at their request, provide assistance to the different institutions with a view to the selection of contract staff, in particular by defining the contents of the tests and organising the selection procedures. The Office shall ensure the transparency of selection procedures for contract staff.
6. Each institution shall adopt general provisions on the procedures for engagement of contract staff in accordance with Article 110 of the Staff Regulations, as necessary.

*Article 83 (96)*

Before being engaged, a member of the contract staff shall be medically examined by one of the institution's medical officers in order that the institution may be satisfied that he fulfils the requirements of Article 82(3)(d).

Article 33 of the Staff Regulations shall apply by analogy.

*Article 84 (96)*

1. A member of the contract staff whose contract is concluded for a duration of at least one year shall serve a probationary period for the first six months of his period of employment if he is in function group I and the first nine months if he is in any other function group.

2. Where during his probationary period a member of the contract staff is prevented by sickness or accident from performing his duties for one month or more, the authority referred to in the first paragraph of Article 6 may extend his probationary period by the corresponding length of time.

3. Not less than one month before the expiry of the probationary period, a report shall be made on the ability of the member of the contract staff to perform the duties pertaining to his post and also on his conduct and efficiency in the service. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. A member of the contract staff whose work has not proved adequate to justify retention in his function shall be dismissed. However, the authority referred to in the first paragraph of Article 6 may, in exceptional circumstances, extend the probationary period for a maximum of six months, and possibly assign the member of the contract staff to another department.

4. A report on the probationary member of the contract staff 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 authority referred to in the first paragraph of Article 6 may decide to dismiss the member of the contract staff before the end of the probationary period by giving him one month's notice.

5. A dismissed member of the contract staff shall be entitled to compensation equal to one third of his basic salary per month of probation completed.

**Chapter 4**

**Special provisions for members of the contract staff referred to in Article 3a**

*Article 85 (96)*

1. The contracts of contract staff referred to in Article 3a may be concluded for a fixed period of at least three months and not more than five years. They may be renewed not more than once for a fixed period of not more than five years. The initial contract and the first renewal must be of a total duration of not less than six months for function group I and not less than nine months for the other function groups. Any further renewal shall be for an indefinite period.

Periods covered by a contract as a member of the contract staff referred to in Article 3b shall not be counted for the purposes of the conclusion or renewal of contracts under this Article.

2. By way of derogation from the last sentence of the first sub-paragraph of paragraph 1, the Appointing Authority may decide that only the fourth renewal of a contract for a member of function group I shall be for an indefinite period, provided that the total duration of his engagement for a fixed period does not exceed ten years.

3. Contract staff in function group IV shall before renewal of a contract for an indefinite period be required to demonstrate the ability to work in a third language among those referred to in Article 314 of the EC Treaty. The common rules on access to training and the modalities of the assessment mentioned in Article 45(2) of the Staff Regulations shall apply by analogy.

4. Contract staff must have served a probationary period in accordance with Article 84 before renewal of a contract for an indefinite duration.

*Article 86 (96)*

1. Contract staff referred to in Article 3a shall only be recruited

- (i) in grades 13, 14, or 16 for function group IV,
- (ii) in grades 8, 9 or 10 for function group III,
- (iii) in grades 4 or 5 for function group II,
- (iv) in grade 1 for function group I.

The grading of such contract staff within each function group shall take account of the qualifications and experience of the persons concerned. To address specific needs of the institutions, labour market conditions prevailing in the Community may also be taken into account. Within their grade, such contract staff shall be recruited in the first step.

2. Where a member of the contract staff referred to in Article 3a moves to a new post within a function group, he shall not be classified in a lower grade or step than in his former post.

Where a member of such contract staff moves to a higher function group, he shall be classified at a grade and step such that his remuneration is at least equal to that to which he was entitled under the preceding contract.

The same provisions shall apply where the member of such contract staff concludes a new contract with an institution or body immediately following a preceding contract for such contract staff with a different institution or body

*Article 87 (96)*

1. The first paragraph of Article 43 of the Staff Regulations, concerning reports, shall apply by analogy to contract staff referred to in Article 3a engaged for a period of not less than one year.

2. A member of the contract staff referred to in Article 3a who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

3. In the case of contract staff referred to in Article 3a, classification in the next higher grade in the same function group shall be by decision of the authority referred to in the first paragraph of Article 6. It shall be effected by classifying such contract staff in the first step of the next higher grade. Such advancement shall be exclusively by selection from among contract staff referred to in Article 3a with a contract of at least three years who have completed a minimum period of two years in their grade, after consideration of the comparative merits of such contract staff eligible for advancement to a higher grade and of the reports on them. The last sentence of Article 45(1) of the Staff Regulations shall apply by analogy.

4. A member of the contract staff referred to in Article 3a may change to a higher function group only through participation in a general selection procedure.

**Chapter 5**

**Special provisions for members of the contract staff referred to in Article 3b**

*Article 88 (96)*

In the case of contract staff referred to in Article 3b:

- (a) contracts shall be concluded for a fixed period; they shall be renewable;

- (b) the actual period of employment within an institution, including any period under renewal, shall not exceed three years.

Periods covered by a contract as a member of the contract staff referred to in Article 3a shall not be counted for the purposes of the conclusion or renewal of contracts under this Article.

*Article 89 (96)*

1. Contract staff referred to in Article 3b may be recruited to any grade of function groups II, III and IV as referred to in Article 80, taking into account the qualifications and experience of the persons concerned. To address specific needs of the institutions, labour market conditions prevailing in the Community may also be taken into account. Within their grade, such contract staff shall be recruited in the first step.

2. A member of the contract staff referred to in Article 3b who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

*Article 90 (96)*

By way of derogation from the provision of this title, conference interpreters engaged by the European Parliament or engaged by the Commission on behalf of the Community institutions and bodies shall be subject to the conditions laid down in the Agreement of 28 July 1999 between the European Parliament, the Commission and the Court of Justice, on behalf of the institutions, on the one hand, and the associations representing the profession, on the other.

Amendments to that Agreement required by the entry into force of Council Regulation (EC, Euratom) No .../2004<sup>(1)</sup> shall be adopted before 31 December 2006 in accordance with the procedure laid down in Article 78. Amendments to that Agreement after 31 December 2006 shall be adopted by agreement between institutions.

**Chapter 6**  
**Working conditions**

*Article 91 (96)*

Articles 16 to 18 shall apply by analogy.

**Chapter 7**  
**Remuneration and expenses**

*Article 92 (96)*

Articles 19 to 27 shall apply by analogy subject to the amendments set out in Articles 93 and 94.

*Article 93 (96)*

The scale of basic salaries shall be as provided for in the following table:

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(1) This Regulation was adopted by the Council on 22 March 2004. A reference to publication in the Official Journal can be found on the Internet: <http://europa.eu.int/eur-lex/>

CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

		Step						
	Grade	1	2	3	4	5	6	7
FG IV	18	5.109,81	5.216,07	5.324,55	5.435,28	5.548,31	5.663,69	5.781,47
	17	4.516,18	4.610,10	4.705,97	4.803,84	4.903,74	5.005,71	5.109,81
	16	3.991,52	4.074,53	4.159,26	4.245,75	4.334,05	4.424,18	4.516,18
	15	3.527,81	3.601,17	3.676,06	3.752,51	3.830,54	3.910,20	3.991,52
	14	3.117,97	3.182,81	3.249,00	3.316,56	3.385,53	3.455,94	3.527,81
	13	2.755,74	2.813,05	2.871,55	2.931,26	2.992,22	3.054,45	3.117,97
FG III	12	3.527,75	3.601,11	3.676,00	3.752,44	3.830,47	3.910,12	3.991,43
	11	3.117,94	3.182,78	3.248,96	3.316,52	3.385,49	3.455,89	3.527,75
	10	2.755,74	2.813,04	2.871,54	2.931,25	2.992,21	3.054,43	3.117,94
	9	2.435,61	2.486,26	2.537,96	2.590,73	2.644,61	2.699,60	2.755,74
	8	2.152,67	2.197,43	2.243,13	2.289,77	2.337,39	2.385,99	2.435,61
FG II	7	2.435,55	2.486,20	2.537,91	2.590,70	2.644,59	2.699,59	2.755,74
	6	2.152,56	2.197,33	2.243,03	2.289,68	2.337,31	2.385,92	2.435,55
	5	1.902,45	1.942,02	1.982,41	2.023,64	2.065,73	2.108,70	2.152,56
	4	1.681,40	1.716,37	1.752,07	1.788,51	1.825,71	1.863,69	1.902,45
FG I	3	2.071,35	2.114,34	2.158,22	2.203,01	2.248,73	2.295,40	2.343,04
	2	1.831,16	1.869,17	1.907,96	1.947,56	1.987,98	2.029,24	2.071,35
	1	1.618,83	1.652,43	1.686,72	1.721,73	1.757,46	1.793,93	1.831,16

*Article 94 (96)*

Notwithstanding Article 24(3), the installation allowance provided for in paragraph 1 and the resettlement allowance provided for in paragraph 2 of that Article shall not be less than:

- EUR 734,76 for a member of the contract staff who is entitled to the household allowance; and
- EUR 435,62 for a member of the contract staff who is not entitled to the household allowance.

**Chapter 8**  
**Social security benefits**

Section A: Sickness and accident insurance, social security benefits

*Article 95 (96)*

Article 28 shall apply by analogy. However, Article 72(2) and (2a) of the Staff Regulations shall not apply to a member of the contract staff who has remained in the service of the Community until the age of 63, unless he has been employed for more than 3 years as a member of such staff.

*Article 96 (96)*

1. A former member of the contract staff who becomes unemployed when his service with an institution of the Community is terminated, and:

- (a) who is not in receipt of a retirement pension or invalidity allowance from the Community,
- (b) whose service is not terminated by resignation or by cancellation of the contract for disciplinary reasons,
- (c) who has completed a minimum of six months' service,

(d) who is resident in a Member State,

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

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

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

(a) be registered, at his own request, as seeking employment with the employment authorities of the Member State in which he establishes 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 institution to which he belonged, 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 recognised 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 Article.

3. The unemployment allowance shall be set by reference to the basic salary attained by the former member of the contract staff at the time of the termination of his service. The allowance shall be set at:

(a) 60% of the basic salary for an initial period of 12 months,

(b) 45% of the basic salary for the 13th to the 24th month,

(c) 30% of the basic salary for the 25th to the 36th month.

Other than during an initial six-month period, in which the lower limit specified below is applicable but the upper limit is not, the amounts thus calculated may neither be less than EUR 878,64 nor exceed EUR 1 757,28. These limits shall be adjusted, in the same way as the salary scales set out in Article 66 of the Staff Regulations, in accordance with Article 65 of the Staff Regulations.

4. The period during which the unemployment allowance is payable to a former member of the contract staff may not be more than 36 months from the date of termination of service and shall in no case exceed the equivalent of one third of the actual length of service completed. However, if, during that period, the former member of the contract staff 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 member of the contract staff again fulfils the said conditions and is not entitled to national unemployment benefit.

5. A former member of the contract staff who is eligible for the unemployment allowance shall be entitled to the family allowances provided for in Article 67 of the Staff Regulations. The household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 1 of Annex VII to the Staff Regulations.

The person concerned 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.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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A former member of the contract staff who is eligible for the unemployment allowance shall be entitled, as provided for in Article 72 of the Staff Regulations, to insurance cover against sickness without having to make any contribution.

6. The unemployment allowance and family allowances shall be paid by the Commission in euro. No correction coefficient shall be applicable.

7. Members of the contract staff shall contribute one third of the financing of the unemployment insurance scheme. That contribution shall be set at 0,81% of the basic salary of the person concerned after deducting a standard allowance of EUR 798,77 and without taking account of the correction coefficients provided for in Article 64 of the Staff Regulations. The contribution shall be deducted each month from the salary of the person concerned and paid, together with the remaining two thirds to be borne by the institution, into a Special Unemployment Fund. This Fund shall be common to the institutions and the latter 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 authorised and paid by the Commission in accordance with the provisions of the Financial Regulation governing the general budget of the European Communities.

8. Unemployment allowances paid to former members of the contract staff who are unemployed shall be subject to Council Regulation (EEC, Euratom, ECSC) No 260/68.

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. The detailed arrangements adopted on the basis of Article 28a(10) shall be applicable for this Article, without prejudice to the provisions of the third subparagraph of paragraph 2 of this Article.

11. One year after the introduction of this unemployment insurance scheme and every two years thereafter, the Commission shall present the Council with a report on the financial situation of the scheme. Independently of this report, the Commission may present to the Council proposals for adjusting the contributions provided for in paragraph 7 if this is necessary in the interests of the balance of the scheme. The Council shall act on the proposals in accordance with paragraph 3.

### *Article 97 (96)*

Article 74 of the Staff Regulations, concerning the birth grant, and Article 75 of the Staff Regulations, concerning the assumption of liability by the institution for the costs referred to therein, shall apply by analogy.

### *Article 98 (96)*

Article 76 of the Staff Regulations, concerning gifts, loans and advances, shall apply by analogy to contract staff during the term of their contract or after expiry of the contract where, as a result of serious protracted illness contracted, or a disability, or an accident sustained, during his employment, the contract staff member is incapable of working and proves that such illness or accident is not covered by another social security scheme.

## **Section B: Insurance against the risk of invalidity and death**

### *Article 99 (96)*

Contract staff shall be insured in accordance with the following provisions against the risk of death or invalidity occurring during their employment.

The payments and benefits provided for in this Section shall be suspended if the remuneration which a member of such staff receives in respect of his employment is suspended under these conditions of employment.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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### *Article 100 (96)*

Where the medical examination made before a member of the contract staff is engaged shows that he is suffering from sickness or invalidity, the authority referred to in the first paragraph of Article 6 may, in so far as risks arising from such sickness or invalidity are concerned, decide to grant him 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 institution.

The contract staff member may appeal against this decision to the Invalidity Committee provided for in paragraph 1(b) of Article 9 of the Staff Regulations.

### *Article 101 (96)*

1. A member of the contract staff who is suffering from total invalidity and who, for that reason, is obliged to suspend employment with the institution shall be entitled, for as long as the invalidity lasts, to an invalidity allowance, the amount of which shall be determined as follows.

Article 52 of the Staff Regulations shall apply by analogy to recipients of an invalidity allowance. If the recipient of an invalidity allowance retires before the age of 65 without having reached the maximum pension entitlement, the general rules on retirement pensions shall be applied. The amount of the retirement pension shall be based on the salary for the grade and step occupied by the member of the contract staff when he became an invalid.

2. The invalidity allowance shall be 70% of the final basic salary of the member of the contract staff. However, it shall not be less than the basic monthly salary of a member of the contract staff in function group I, grade 1, step 1. The invalidity allowance shall be subject to contributions to the pension scheme, calculated on the basis of that allowance.

3. Where the invalidity of the contract staff member 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 life and limb to save another human being, the invalidity allowance shall not be less than 120% of the basic monthly salary of a function group I, grade 1, step 1 contract staff member. In such cases the pension contributions shall be borne by the budget of the former employer.

4. In the case of invalidity deliberately brought about by the contract staff member, the authority referred to in the first paragraph of Article 6 may decide that he should receive only the grant provided for in Article 109.

5. Persons entitled to an invalidity allowance shall also be entitled to the family allowances provided for in Article 67 of the Staff Regulations in accordance with Annex VII to the Staff Regulations; the household allowance shall be determined on the basis of the recipient's allowance.

### *Article 102 (96)*

1. Invalidity shall be established by the Invalidity Committee provided for in point (b) of Article 9(1) of the Staff Regulations.

2. Entitlement to an invalidity allowance shall take effect on the day following that on which the contract staff member's employment is terminated under Articles 47 and 48, which are applicable by analogy.

3. The institution referred to in Article 40 of Annex VIII to the Staff Regulations may require periodic examinations of the recipient of an invalidity allowance to establish that he still fulfils the conditions for payment of that allowance. If the Invalidity Committee finds that these conditions are no longer fulfilled, the contract staff member shall resume service with the institution, providing his contract has not expired.

However, if it proves impossible to employ the person concerned in the service of the Communities, the contract may be terminated subject to payment of an amount corresponding to the remuneration that would have been paid during the period of notice and, where applicable, to the compensation for termination of contract provided for in Article 47. Article 109 shall also apply.

## CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS

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### *Article 103 (96)*

1. The persons entitled under a deceased contract staff member, as defined in Chapter 4 of Annex VIII to the Staff Regulations, shall be entitled to a survivor's pension as provided for in Articles 104 to 107.
2. In the event of the death of a former contract staff member in receipt of an invalidity allowance or a former contract staff member who is in receipt of a retirement pension or who leaves the service before reaching 63 years of age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reached 63 years of age, the persons entitled under the deceased former contract staff member, as defined in Chapter 4 of Annex VIII to the Staff Regulations, shall be entitled to a survivor's pension as provided for in that Annex.
3. Where the whereabouts of a contract staff member or of a former contract staff member in receipt of an invalidity allowance or retirement pension, or of a former contract staff member who leaves the service before reaching 63 years of age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reaches 63 years of age, are unknown for more than one year, the provisions of Chapters 5 and 6 of Annex VIII to the Staff Regulations dealing with provisional pensions shall apply by analogy to his spouse and to persons recognised as his dependants.

### *Article 104 (96)*

The right to receive payment of pension shall have effect from the first day of the month following that in which death occurs or, where applicable, on the first day of the month following the period during which the deceased's surviving spouse, orphans or dependants receive his emoluments under Article 70 of the Staff Regulations.

### *Article 105 (96)*

The surviving spouse of a contract staff member shall be entitled to a survivor's pension in accordance with Chapter 4 of Annex VIII to the Staff Regulations. The pension shall not be less than 35% of the final basic monthly salary received by the contract staff member, nor less than the basic monthly salary of contract staff in function group I, grade 1, step 1. Where a contract staff member dies, the amount of the survivor's pension shall be increased to 60% of the retirement pension which the contract staff member would have been paid if he had qualified, irrespective of length of service or of age, for such pension at the time of death.

A person drawing a survivor's pension shall be entitled, on the conditions laid down in Annex VII to the Staff Regulations, to the family allowances specified in Article 67 of the Staff Regulations. However, the dependent child allowance shall be double that provided for in Article 67(1)(b) of the Staff Regulations.

### *Article 106 (96)*

1. Where a contract staff member or person entitled to a retirement pension or invalidity allowance dies leaving no spouse entitled to a survivor's pension, the children deemed to be dependent on him shall be entitled to an orphan's pension in accordance with Article 80 of the Staff Regulations.
2. The same entitlement shall apply to children who fulfil the foregoing conditions in the event of death or remarriage of a spouse who is entitled to a survivor's pension.
3. Where a contract staff member or a person entitled to a retirement pension or invalidity allowance dies but the conditions set out in paragraph 1 are not satisfied, the provisions of the third paragraph of Article 80 of the Staff Regulations shall apply.
4. In the event of the death of a former member of the contract staff who leaves the service before reaching 63 years of age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reaches 63 years of age, children deemed to be his dependants in accordance with Article 2 of Annex VII to the Staff Regulations shall be entitled to an orphan's pension on the same terms as those set out respectively in the foregoing paragraphs.

5. The orphan's pension of a person treated as a dependent child as defined in Article 2(4) of Annex VII to the Staff Regulations may not exceed twice the dependent child allowance. However, entitlement to the pension shall cease if a third party is liable for maintenance under the national laws applicable.

6. No orphan's pension shall be payable where a natural parent who has been replaced by an adoptive parent dies.

7. Orphans shall be entitled to an education allowance in accordance with Article 3 of Annex VII to the Staff Regulations.

*Article 107 (96)*

In the case of divorce or where there is more than one category of survivor who qualifies to claim survivor's pension, such pension shall be apportioned in the manner provided for in Chapter 4 of Annex VIII to the Staff Regulations.

*Article 108 (96)*

The rules relating to ceilings and apportionment set out in Article 81a of the Staff Regulations shall apply by analogy.

**Section C**  
**Retirement pension and severance grant**

*Article 109 (96)*

1. On leaving the service, contract staff shall be entitled to a retirement pension, transfer of the actuarial equivalent or the payment of a severance grant in accordance with Chapter 3 of Title V of, and Annex VIII to, the Staff Regulations. Where the contract staff member is entitled to a retirement pension, his pension rights shall not cover periods corresponding to contributions paid under Article 112 of these Conditions of Employment.

2. Article 11(2) and (3) of Annex VIII of the Staff Regulations shall be applicable by analogy to contract staff.

3. A person who becomes entitled to a retirement pension shall be entitled, if he has been employed for more than three years as a member of the contract staff, to the family allowances provided for in Article 67 of the Staff Regulations; the household allowance shall be calculated on the basis of the recipient's pension.

*Article 110 (96)*

1. If a member of the contract staff is appointed an official or temporary servant of the Communities, he shall not receive the grant provided for in Article 109(1).

Any period of service on the contract staff of one the Communities shall be taken into account for the purpose of calculating years of pensionable service as provided for in Annex VIII to the Staff Regulations.

2. Where the institution has exercised the option provided for in Article 112, the contract staff member's retirement pension rights shall be reduced proportionately in respect of the period in which the sums were withdrawn.

3. The preceding paragraph shall not apply to a contract staff member who, in the three months following application of the Staff Regulations to him, asks to be allowed to repay such sums plus compound interest at the rate of 3,5% per year, which may be revised following the procedure laid down in Article 12 of Annex XII to the Staff Regulations.

**Section D**  
**Funding of the invalidity and life assurance scheme and of the pension scheme**

*Article 111 (96)*

As regards the funding of the social security scheme provided for in Sections B and C, the provisions of Articles 83 and 83a of the Staff Regulations and Articles 36 and 38 of Annex VIII thereto shall apply by analogy.

*Article 112 (96)*

In accordance with conditions to be laid down by the institution, a member of the contract staff may request the institution to effect any payments which he is required to make in order to constitute or maintain pension rights, unemployment insurance, invalidity insurance, life insurance and sickness insurance in the country where he has last been covered by such schemes. During the period of these contributions, the contract staff member shall not benefit from the Community sickness insurance scheme. Moreover, for the period corresponding to these contributions, the contract staff member shall not be covered by the Community life assurance and invalidity schemes and shall not acquire rights under the Community unemployment insurance and pension schemes.

The actual period of such payments for any contract staff member shall not exceed 6 months. However, the institution may decide to extend this period to one year. The payments shall be charged to the budget of the Communities. Payments to constitute or maintain pension rights shall not exceed twice the rate provided for in Article 83(2) of the Staff Regulations

**Section E**  
**Settlement of claims by contract staff**

*Article 113 (96)*

Articles 40 to 44 of Annex VIII to the Staff Regulations shall apply by analogy.

**Section F**  
**Payment of benefits**

*Article 114 (96)*

1. Articles 81a and 82 of the Staff Regulations and Article 45 of Annex VIII thereto, concerning the payment of benefits, shall apply by analogy.

2. Any sums due from a contract staff member to the Communities under this insurance scheme at the date when the benefits are payable shall be deducted from the amount of his benefit or from the benefits payable to those entitled under him in a manner to be determined by the institution referred to in Article 45 of Annex VIII to the Staff Regulations. The deduction may be spread over a number of months.

**Section G**  
**Subrogation in favour of the Community**

*Article 115 (96)*

The provisions of Article 85a of the Staff Regulations, relating to subrogation in favour of the Community, shall apply by analogy.

**Chapter 9**  
**Recovery of undue payment**

*Article 116 (96)*

The provisions of Article 85 of the Staff Regulations on the recovery of undue payment shall apply.

**Chapter 10**  
**Appeals**

*Article 117 (96)*

The provisions of Title VII of the Staff Regulations on appeals shall apply by analogy.

**Chapter 11**  
**Special and exceptional provisions applicable to  
members of the contract staff serving in a third country**

*Article 118 (96)*

The provisions of Articles 6 to 16 and 19 to 25 of Annex X to the Staff Regulations shall apply by analogy to contract staff serving in third countries. However, Article 21 of that Annex shall only apply if the contract is for not less than one year.

**Chapter 12**  
**Termination of employment**

*Article 119 (96)*

Articles 47 to 50a shall apply by analogy to contract staff.

In the event of disciplinary proceedings against a contract staff member, the Disciplinary Board referred to in Annex IX to the Staff Regulations and in Article 49 of these Conditions of Employment shall meet with two additional members from the same function group and grade as the contract staff member concerned. These two additional members shall be appointed according to an ad hoc procedure agreed upon by the authority referred to in the first paragraph of Article 6 of these Conditions of Employment and the Staff Committee.

**Title V: Local staff**

*Article 120*

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 each institution in accordance with current rules and practice in the place where they are to perform their duties.

*Article 121*

As regards social security, the institution shall be responsible for the employer's share of the social security contributions under current regulations in the place where the servant is to perform his duties.

*Article 122 (69) (96)*

Any dispute between the institution and a member of the local staff serving in a third country shall be submitted to an arbitration board on the conditions defined in the arbitration clause contained in the local staff member's contract.

**Title VI**  
**Special advisers (18) (96)**

*Article 123 (96)*

1. The remuneration of special advisers shall be determined by direct agreement between the adviser concerned and the authority referred to in the first paragraph of Article 6. The contract of a special adviser shall be for a term not exceeding two years. It shall be renewable.

2. An institution which intends to recruit a special adviser or renew his contract shall notify the competent budgetary authority, specifying the remuneration contemplated.

Before the contract is finally concluded there shall be an exchange of views with the competent budgetary authority on the proposed remuneration if within one month following the date of notification a member of that authority or the institution concerned so requests.

*Article 124 (77) (96)*

Articles 1c, 1d, 11, 11a, 12 and 12a, the first paragraph of Article 16, Articles 17, 17a, 19, 22, 22a and 22b, the first and second paragraphs of Article 23 and the second paragraph of Article 25 of the Staff Regulations, concerning the rights and obligations of officials, and Articles 90 and 91 of the Staff Regulations, concerning appeals, shall apply by analogy.

**Title VII**  
**Transitional provisions (96)**

*Article 125 (96)*

Without prejudice to the other provisions of the Conditions of Employment, the Annex hereto lays down the transitional provisions applicable to staff engaged under contract covered by these Conditions of Employment.

**Title VIII**  
**Final provisions (96)**

*Article 126 (96)*

Subject to Article 127, the general provisions for giving effect to these conditions of employment shall be adopted by each institution after consulting its Staff Committee and the Staff Regulations Committee provided for in Article 10 of the Staff Regulations.

The administration of the institutions of the Communities shall confer for the purpose of securing uniform application of these conditions of employment.

*Article 127*

The general provisions for giving effect to the Staff Regulations, referred to in Article 110 of those Regulations, shall apply to servants covered by these conditions of employment where by virtue of these conditions of employment the provisions of the said Regulations apply to those servants.

**Annex (96)**  
**Transitional provisions applicable to the staff covered by  
the conditions of employment of other servants**

*Article 1 (96)*

1. The provisions of Annex XIII to the Staff Regulations shall apply by analogy to other servants employed on 30 April 2004.
2. For the period from 1 May 2004 to 30 April 2006, in the Conditions of Employment of other servants:
  - (a) in the first indent of point (b) of Article 3, "assistants function group (AST)" is replaced by "categories B and C";
  - (b) in the second indent of point (b) of Article 3, "the administrators' function group (AD)" is replaced by "category A", "AD 16 or AD 15" is replaced by "A\*16 or A\*15" and "AD 15 or AD 14" is replaced by "A\*15 or A\*14".

*Article 2 (96)*

1. In accordance with the Conditions of Employment of other servants, the authority referred to in the first paragraph of Article 6 of the Conditions of Employment shall offer employment of indefinite duration as a member of the contract staff to any person employed by the Communities on 1 May 2004 under a contract of indefinite duration as a local staff member in the European Union or by virtue of national legislation in one of the agencies and entities referred to in Article 3a(1)(b) and (c) of the Conditions of Employment. The offer of employment shall be based on an assessment of the tasks to be performed by the servant as a member of the contract staff. The contract concerned shall take effect at the latest on 1 May 2005. Article 84 of the Conditions of Employment shall not apply to such contract.
2. Should the classification of the staff member accepting the offer of a contract result in a reduction in remuneration, the institution may pay an additional amount taking into account current difference between fiscal, social security and pension legislation of the Member State of employment and the relevant provisions applicable to the contract staff member.
3. Each institution shall adopt general provisions for the implementation of paragraph 1 and 2 in accordance with Article 110 of the Staff Regulations, as necessary.
4. A staff member who does not accept the offer referred to in paragraph 1 may retain his contractual relationship with the institution.

*Article 3 (96)*

For five years after 1 May 2004, local staff or contract staff of the Secretariat General of the Council who had the status of local staff of that Secretariat General before 1 May 2004 may take part in internal competitions of the Council on the same terms as officials and temporary staff of the institution.

*Article 4 (96)*

Fixed-term contracts of temporary staff covered by Article 2(d) of the Conditions of Employment current on 1 May 2004 may be renewed. Where the contract has already been renewed once, the new contract shall be for an indefinite period. Current contracts for an indefinite period of temporary staff covered by Article 2(d) of the Conditions of Employment shall be unaffected.

*Article 5 (96)*

1. Former temporary staff who, on 1 May 2004, are unemployed and are covered by the provisions of Article 28a of these Conditions of Employment applicable before 1 May 2004 shall continue to be covered by those provisions until the end of their period of unemployment.
2. Temporary staff whose contract is ongoing on 1 May 2004 may, at their request, be covered by Article 28a of these Conditions of Employment applicable before 1 May 2004. Such a request must be submitted at the latest 30 calendar days after the date on which their temporary staff contract ends."