

# Staff Regulations Staff Rules

April 2025 Edition



## HISTORY OF AMENDMENTS TO THE STAFF REGULATIONS AND STAFF RULES

Relevant Staff Regulations and Staff Rules	Amended provisions	Amendment date
<b>Article 11. Expenses borne by the Bank</b>		
1130. Expenses borne by the Bank during official journeys	Travel expenses – Others (Staff Rule 1130.2.11.)	23/06/2023
<b>Article 8. Working hours and leave</b>		
850. Leave	Adoption (Staff Rule 850.9.)	31/03/2025
<b>Article 11. Expenses borne by the Bank</b>		
1130. Expenses borne by the Bank during official journeys	Scope and general principles (Staff Rule 1130.1.) Mission travels (Staff Rule 1130.2.) Training travel (Staff Rule 1130.3.) Travel expenses for non-staff (Staff Rule 1130.4.)	07/04/2025



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APPENDIX 1 MEDICAL AND SOCIAL SYSTEM: CONTRIBUTIONS AND BENEFITS

APPENDIX 2 PENSION SCHEME ESTABLISHED BY ADMINISTRATIVE COUNCIL RESOLUTION 1432 OF 29 JANUARY 1999 AND IMPLEMENTING INSTRUCTIONS

SECOND PENSION SCHEME ESTABLISHED BY ADMINISTRATIVE COUNCIL RESOLUTION 1560 OF 14 NOVEMBER 2013 AND IMPLEMENTING INSTRUCTIONS

## PREAMBLE

In accordance with Article XI of the Articles of Agreement, the Council of Europe Staff Regulations shall be applicable to the staff of the Council of Europe Development Bank (hereinafter the Bank or the CEB) in any matter not covered by a specific decision of the Administrative Council. These decisions reflecting the Bank's own needs have been incorporated into the Council of Europe Staff Regulations of 22 September 2021 to enable the application of a consolidated and self-standing text of the CEB Staff Regulations.

The Staff Regulations set out the fundamental conditions of service and the basic rights, duties and obligations of the Bank staff. They enshrine the broad principles of staff policy for the guidance of the Governor in the staffing and administration of the Bank. The Governor who is responsible to the Administrative Council for the Bank's operational services, shall adopt and enforce Rules as necessary for the effective implementation of the Staff Regulations and for the management of staff in a manner consistent with these Staff Regulations.

These responsibilities and powers shall be exercised by the Governor in accordance with the principles and ideals promoted by the Council of Europe, and in particular the rights and principles of the revised European Social Charter and the European Convention on the Protection of Human Rights and Fundamental Freedoms, insofar as these are applicable to an international organisation. In the management of staff, the Governor shall endeavour to guarantee staff members' rights and fundamental conditions of employment, in accordance with the general principles of international civil service law.

These Regulations shall apply to any person who, under the conditions set out herein, has been appointed as a member of staff ("official") of the Bank. They shall not apply to temporary or local staff, trainees or seconded officials, unless the Governor has rendered certain provisions applicable to them by way of a Rule.

# STAFF REGULATIONS

## ARTICLE 1. DUTIES, OBLIGATIONS AND PRIVILEGES

1.1. Staff members of the Bank are international civil servants. By accepting appointment, staff members of the Bank pledge themselves to discharge their duties and to regulate their conduct with the sole interests of the Bank in mind.

1.2. Each staff member shall subscribe to the declaration below in writing.

"I solemnly declare that I shall exercise the duties entrusted to me as an international civil servant of the Council of Europe Development Bank in all loyalty, discretion and conscience, respecting the confidence placed in me and with the sole interests of the Bank in mind. I will not seek or accept any instructions in regard to the performance of my duties from any government or other party external to the Bank."

1.3. Staff members are subject to the authority of the Governor and to assignment by the Governor to any of the activities or duty stations of the Bank. They are accountable to the Governor in the exercise of their functions.

1.4. Staff members are responsible for carrying out the tasks entrusted to them. They shall comply with the instructions of their managers, except where the instruction given is manifestly unlawful. Where the instruction given is lawful but the staff member considers it to be unethical or has serious concerns about its possible consequences for the Bank, the staff member shall act in accordance with the Code of Conduct and established Rules.

1.5. Staff members shall abide by these Regulations and all other Regulations adopted by the Administrative Council, and by the Code of Conduct and all Staff Rules, Instructions and Policies issued by the Governor.

1.6. Staff members who become aware of any action which they consider to be wrongdoing affecting the public interest shall make a report in accordance with the Bank's reporting policies.

1.7. In the performance of their duties, staff members shall neither seek nor accept instructions from any government, authority, non-governmental organisation or other third party.

1.8. No staff member shall accept or hold any office, or engage in any occupation, which is incompatible with their status as an international civil servant.

1.9. Any staff member who becomes a candidate for public office of a political character, including at the local level, shall be placed on unpaid leave. A staff member who is elected and accepts the office shall resign from the Bank.

1.10. No staff member shall accept any gift, sundry advantage, favour, or benefit from any government, or from any other source external to the Bank, in accordance with the Code of Conduct, if such acceptance is incompatible with their status as an international civil servant.

1.11. Staff members shall conduct themselves at all times in a manner compatible with their status as international civil servants. They shall avoid any action and in particular any kind of public statement which may adversely reflect on the Bank or on their status. While they are not expected to give up their national affiliation or their political or religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their status.

1.12. Staff members shall exercise the utmost discretion with regard to all official matters. They shall not communicate to any person any information known to them by reason of their official position which has not been made public, except in the course of their duties or by authorisation of the Governor. At no time shall they in any way use to private advantage information known to them by reason of their official position. These obligations do not cease with termination of service.

1.13. The privileges, immunities and facilities attaching to the Bank by virtue of Article 13 of the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe are conferred solely in the interests

of the Bank and not for the personal benefit of staff members. These privileges and immunities provide no excuse to staff members for non-performance of their private obligations or failure to observe laws and regulations.

1.14. All rights in any work or intellectual property created by staff members as part of their official duties shall be owned by the Bank.

## Staff Rules

### 110. External activities

A staff member intending to engage in an occupational activity external to the Bank, whether paid or unpaid, shall seek the authorisation of the Governor. Authorisation shall be granted only if the activity in question does not interfere with the performance of the staff member's professional obligations and is not incompatible either with their status as an international civil servant or with the interests of the Bank. The Governor shall answer the request within thirty days, failing which authorisation shall be deemed to have been granted. Authorisation may be withdrawn if it ceases to meet the above condition.

### 120. Publications

Staff members may not publish any text relating to the work of the Bank, either on their own initiative or in collaboration with others, nor make public statements or deliver lectures on such matters, without the authorisation of the Governor.

In the case of other publications, statements or lectures, staff members shall be able to make use of their status as a staff member of the Bank only with the Governor's authorisation. Such authorisation shall be granted if there is no risk of the interests of the Bank or the staff member's status being affected. The decision shall be taken within thirty days of the staff member's request. In the absence of a reply within that period, authorisation shall be deemed to have been granted.

### 130. Evidence in legal proceedings

A staff member may not, without the consent of the Governor, make use in legal proceedings, for any purpose whatsoever, of information within the meaning of Article 1.12 of the Staff Regulations. Consent shall be given if there is no risk of prejudice to the interests of the Bank.

### 140. Privileges and immunities

In every case where privileges and immunities pursuant to Article 1.13 of the Staff Regulations are invoked, the staff member concerned shall immediately inform the Governor.

Staff members may not themselves relinquish their immunities without the permission of the Secretary General of the Council of Europe, who shall if necessary, take the decision to waive them, after having consulted the Governor.

### 150. Other applicable Rules or Regulations

Duties and rights of staff members shall also stem from other Rules or Regulations such as the Rule on whistleblowing, the Rule on trading in financial instruments issued by or related to the CEB, the Rule on the Protection of Dignity at work, and the CEB Data Protection Regulations.

# STAFF REGULATIONS

## ARTICLE 2. RIGHTS

2.1. The Bank shall at all times act with fairness and due care in its relations with staff members. In particular, the Bank shall guarantee staff members' rights to:

- 2.1.1. the protection of human dignity at work, including the right to a workplace free from harassment;
- 2.1.2. equal treatment without discrimination;
- 2.1.3. respect for their private life, including their right to protection of personal data;
- 2.1.4. freedom of association and assembly, including the right to strike;
- 2.1.5. an effective remedy and a fair trial;
- 2.1.6. be free from retaliation for filing a claim or grievance or reporting wrongdoing;
- 2.1.7. a safe and healthy working environment.

2.2. Staff members may seek the assistance of the Bank to protect their interests where these interests have been harmed by actions directed against them by reason of their being staff members. The Governor shall decide on the type and extent of any assistance the Bank may provide.

## Staff Rules

### 210. Non-discrimination

- 210.1. Staff members shall be entitled to equal treatment without direct or indirect discrimination, in particular on grounds of gender, origin, colour, ethnic or social origin, political, philosophical or religious convictions, membership of any national minority, property, birth, disability, age, sexual orientation, or nationality.
- 210.2. The principle of equal treatment and non-discrimination shall not prevent the Governor from maintaining or adopting, in the context of a predetermined policy, measures conferring specific advantages in order to promote full and effective equality and equal opportunities for everyone, provided that there is an objective and reasonable justification for those measures.
- 210.3. The functions performed by staff members on the committees and boards dealing with staff matters shall be deemed to be part of the services they render to the Bank. Performing such functions shall not be prejudicial to them.

### 220. Personal administrative files

- 220.1. Each staff member shall have a personal administrative file. The file shall contain solely the documents relating to the application of Staff Regulations and Rules to the person concerned and other documents concerning the staff member's administrative situation, competence, work and conduct.
- 220.2. No reference to a disciplinary measure shall remain in the personal administrative file of the staff member concerned after two years in the case of a written reprimand, and after six years in the case of other measures except for dismissal. The file shall not refer to the political, philosophical or religious views of the staff member.
- 220.3. The file shall contain no document unknown to the staff member or medical documents. The latter may comment on any document submitted to them; any comments shall be attached to the document for inclusion in the file unless the author of the document in question amends the content thereof with the agreement of the staff member.
- 220.4. Staff members or their authorised representative may at any time examine their file, even after the termination of their employment.
- 220.5. The file, which shall be kept confidential by the Directorate in charge of Human Resources, may be accessed, where necessary, by:
  - the Governor, the Vice-Governors and by the Director in charge of Human Resources;
  - the Director to whom the staff member's reports, the staff member's evaluator and Selection Committees with respect to the documents regarding the staff member's competence, performance and conduct;
  - the Chief Compliance Officer and the Director of the Office of Internal Audit;
  - the Administrative Tribunal and the Disciplinary Board at their request in connection with proceedings before them relating to an individual decision affecting the staff member;
  - the Conciliation Board at the staff members' request or with their agreement;
  - the Bank's Mediator in the context of a matter concerning the staff member.
- 220.6. Persons other than those mentioned in the preceding paragraph may be granted access, by the Director in charge of Human Resources, to such elements of a staff member's personal administrative file as are necessary for the accomplishment of their tasks. Such access shall be granted on a strict need-to know basis.

## **230. Right to strike**

- 230.1. A strike shall be understood as a collective planned work stoppage of any duration, conducted in a peaceful manner, which is aimed at furthering the interests of staff members of the Bank when social dialogue has failed.
- 230.2. Staff members who intend to strike shall notify the Staff committee as soon as possible, and in any event in sufficient time to permit the Staff Committee to adhere to the deadline of the following paragraph.
- 230.3. The Staff Committee shall give to the Governor an advance notice of five working days before the envisaged start of the strike and specify the latter's grounds and timetable.
- 230.4. The Governor shall draw up a list, in consultation with the Staff Committee, of those jobs indispensable for ensuring the safety and security of individuals.
- 230.5. Subject to staff members being requisitioned, no hindrance, constraint or action of retaliation may be utilised against staff members choosing to participate or not to participate in the strike.
- 230.6. Staff members intending to take part in the strike shall inform their supervisor and their Director within two working days of the notice of strike having been given to the Governor.
- 230.7. The Governor may decide to withhold from staff members participating in a strike the payment of basic salary proportionate to the length of absence from duty and shall inform the staff members accordingly.

## **240. Right to a safe and healthy working environment**

- 240.1. The Governor shall take appropriate measures to ensure the safety and hygiene of the work premises.
- 240.2. In addition, the Bank shall contract one or several doctors (the Bank's doctor(s)) to provide the medical services related to occupational health care and preventive medicine for its staff members.
- 240.3. The Bank's doctor(s) shall be in charge of occupational health care and shall as such, among others things, organise medical examinations, identify and assess the risks of damage to health in the workplace, monitor factors in the working environment and working practices that may affect staff members' health, advise the Bank on the planning and organisation of work, take part in the elaboration of programmes to improve working practices, give advice and take part in information, training and education measures concerning general health, occupational health and safety, ergonomics.
- 240.4. The Bank's doctor(s), in full compliance with the rules of confidentiality that apply to them, shall also act as the Bank's Medical Adviser(s) with respect to medical examinations on recruitment, control examinations and meetings of the Invalidity Board or of any other board set up under the Staff Regulations and Rules whenever participation of a doctor designated by the Bank is required.
- 240.5. Except in emergencies, the Bank's doctor(s) shall not be required to provide medical care for staff members, persons of the Bank's statutory bodies, or their families.
- 240.6. Staff members shall undergo a medical examination at least once every five years.
- 240.7. Staff members with specific responsibility for the safety or security of individuals or property, or whose duties involve particular risks, may be required to undergo additional medical examinations.

## **250. Right to protection in official capacity**

- 250.1. Staff members may seek the assistance of the Governor to protect their material or non-material interests and those of their close relatives where these interests have been harmed by reason of their being a staff member of the Bank and without fault or negligence on their part, by actions directed against them by persons or authorities external to the Bank.
- 250.2. The Governor shall decide whether the conditions in the foregoing paragraph are met; what form of assistance shall be provided; and the amount up to which costs incurred in the defence of the interests referred to above shall be paid by the Bank, including the costs of any legal action.

250.3. If the Governor considers that legal action in defence of the interests referred to above may result in harm to the Bank, the persons concerned may be requested not to take such action; if the persons concerned accede to such a request, the Bank shall make good the damage suffered by them, provided that they assign their rights to the Bank.

# STAFF REGULATIONS

## ARTICLE 3. CLASSIFICATION OF JOBS

- 3.1. All jobs in the Bank shall be divided among the following categories:
  - 3.1.1. category A, comprising professional or managerial roles;
  - 3.1.2. category L, comprising interpretation or translation roles;
  - 3.1.3. category B, comprising support, administrative or team-supervision roles or junior professional programmes;
  - 3.1.4. category C, comprising technical, manual or service roles.
- 3.2. Within each category, jobs shall carry a grade, in accordance with the system in force in the Co-ordinated Organisations, and with the Rules adopted by the Governor.
- 3.3. Appropriate arrangements shall be made by the Governor for the classification of jobs according to the nature of the duties and the level of responsibilities required.

## Staff Rules

### 310. Categories and grades

Staff members shall be classified into four categories: category A, category L, category B, category C.

- Category A shall consist of seven grades: A1, A2, A3, A4, A5, A6, A7.
- Category L shall consist of five grades: LI1 -LT1, LT2, LI3- LT3, LI4-LT4, L5.
- Category B shall consist of six grades: B1, B2, B3, B4, B5, B6.
- Category C shall consist of six grades: C1, C2, C3, C4, C5, C6.

### 320. Reference jobs

- 320.1. The CEB jobs are grouped in reference jobs to which correspond grades or grade bands.
- 320.2. Reference jobs are organised according to the type and level of responsibilities, on the basis of the Bank's core competencies and values.
- 320.3. Reference jobs and corresponding grades or grade bands shall be established and reviewed as needed by the Directorate in charge of Human Resources.

# STAFF REGULATIONS

## ARTICLE 4. ENTRY IN SERVICE

4.1 The Governor shall have the power to appoint staff in conformity with Article XI of the Articles of Agreement of the Bank. In exercising this power, the Governor shall pay due regard to special procedures concerning elected offices.

4.2 The paramount consideration in the appointment of staff members shall be the necessity of securing the highest standards of competence, professionalism and integrity. Only citizens of Member States shall be eligible for appointment as staff members. Due regard shall be paid to the importance of recruiting staff members on as wide a geographical basis as possible and of achieving gender parity.

4.3 Selection shall be made on a competitive basis, without discrimination, in a manner that ensures the fairness and transparency of the process.

4.4 Staff members shall initially be appointed for a fixed-term period up to four years defined by contract. Except for non-renewable contracts, the Governor may decide to extend a fixed-term contract for a further fixed term of a minimum duration of three months, once or several times, for a total duration of service not exceeding six years.

4.5 A fixed-term contract, with the exception of non-renewable fixed-term contracts, may be converted into an indefinite-term contract.

4.6 When deciding whether a fixed-term contract should be renewed or converted into an indefinite-term contract, three criteria should be taken into account: the needs of the Bank in terms of competencies, the performance of the staff member and the availability of budgetary resources, as further established by the Governor.

4.7 Non-renewable contracts may be issued in circumstances where the Bank has time-limited needs, such as replacement of a staff member who is absent, as further detailed in Staff Rules, specific organisational needs, performing of tasks linked to an increase of workload or of functions requiring up-to-date specialised knowledge not available internally. The duration of a non-renewable contract may vary in length between one and four years as a maximum.

4.8 Appointments of staff members in grades A6 and A7 shall be for fixed-term periods not exceeding four years each and shall not be converted into indefinite-term contracts, in accordance with the Rules established by the Governor. The Governor shall inform the Administrative Council in advance of the intended appointment.

4.9 Staff members shall undergo a probationary period defined by the Governor, aimed at evaluating their suitability for the job.

4.10 Appointment shall be conditional upon fitness for the relevant job, which shall be established according to appropriate medical standards. The employment of persons with disabilities shall be encouraged and facilitated by reasonable adjustments to a job or conditions of work where necessary.

## Staff Rules

### 410. Vacancies

- 410.1. For the purpose of filling vacancies, due attention shall be paid to the qualifications and experience of serving staff members and the desirability of complementing the existing workforce with the capacities and competencies of external candidates.
- 410.2. In the case of a vacant job, and except for appointments to jobs of grades A6 and A7 and for transfers, the Governor shall decide whether the job in question should be filled through recourse to an external competition or an internal competition.
- 410.3. The vacancy shall be made public in the case of external competition or notified to all staff in the case of internal competition, according to the modalities defined by the Director in charge of Human Resources.
- 410.4. Vacancy notices shall be drawn up in the two official languages and shall indicate:
- the reference job and corresponding grade or grade band;
  - the duties;
  - the conditions to be met by candidates;
  - the documents required in support of the application;
  - the closing date for the submission of applications.
- 410.5. The Governor may set certain conditions in terms of gender, age and nationality in respect of specific jobs, provided that such limits have an objective and reasonable justification.
- 410.6. The Director in charge of Human Resources shall fix the time-limit for submission of applications, in each case and in light of the kind of employment to be filled. In no case may this time-limit be less than fourteen calendar days in the case of internal competition, or less than twenty-one calendar days in the case of external competition.
- 410.7. In principle, only staff members having successfully completed their probationary period may apply to internal competitions.
- 410.8. Staff members chosen for vacancies but who do not satisfactorily complete a probationary period shall revert to their previous job or be assigned to another job corresponding to their qualifications, experience and grade.

### 420. Competitions

#### 420.1. Selection Committee

- 420.1.1. The Selection Committee shall safeguard the fairness and objectivity of the recruitment process and, as a consultative body, submit to the Governor its recommendation on the most suitable candidate(s) for the relevant appointment.
- 420.1.2. A Selection Committee takes part in all recruitment processes, except when filling vacancies of grades A6 and A7 and vacancies which are subject to a transfer or secondment.
- 420.1.3. A Selection Committee shall be composed of:
- The Director in charge of Human Resources and/or one staff member designated by the Director (Chair);
  - The Director for which the vacancy is to be filled and/or one or more staff members designated by the Director;
  - A staff member, preferably from another Directorate than the one in which the vacancy is to be filled, based on the proposal of the Director in charge of Human Resources;

- 420.1.4. Unless otherwise specified by the Governor, the composition of the Selection Committee is decided by the Director in charge of Human Resources in consultation with the Director concerned. The Director in charge of Human Resources shall ensure a balanced gender and geographical representation of the Selection Committee.
  - 420.1.5. The short-list of candidates to be invited for interactive interviews shall be drawn up by the Selection Committee.
  - 420.1.6. At the end of the selection process, a report shall be prepared by the Selection Committee. This report shall reflect the views of the members as presented during the Committee's discussion and address the suitability of each candidate.
  - 420.1.7. The discussions and report of the Selection Committee shall remain confidential.
  - 420.1.8. In the event of equal merit between candidates in an external or internal competition procedure, preference shall be given to the candidate of the gender which is under-represented. A gender is under-represented when the proportion of staff of that gender in the grade(s) and category to which the vacancy belongs is below 40%. Where preference is recommended for reasons of gender under-representation, this shall be specified in the report of the Selection Committee.
  - 420.1.9. The Governor shall appoint a candidate based on the report of the Selection Committee.
  - 420.1.10. External candidates shall be recruited at the first step of their grade. However, the Governor may allow additional steps to candidates in order to: (i) take account of their extensive and specialised experience; and (ii) maintain market competitiveness.
- 420.2. Reserve list
- 420.2.1. When the number of suitable candidates in a recruitment procedure exceeds the number of vacant jobs open to competition, candidates may be put on a reserve list for any similar vacancies arising within a period of three years following the Governor's confirmation of their reserve status. When a person on a reserve list is appointed as a temporary staff member, their reserve status shall be suspended for the duration of their contract.
- 420.3. Competition resulting in a promotion
- 420.3.1. The Director in charge of Human Resources, on the basis of the report of the Selection Committee, may recommend that the successful staff member be required to undergo a trial period in the job for which they have applied before a decision is taken regarding their promotion.
  - 420.3.2. This period shall last one year, at the end of which the Governor shall take a firm decision on the basis of a report by the staff member's supervisors. During the trial period, the staff members are appraised by their immediate supervisors at the end of the eighth month. If the promotion is granted, it shall have retroactive effect.
- 420.4. Role of the Staff Committee
- 420.4.1. The Staff Committee shall be provided with the vacancy notice prior to its publication, and with the report of the Selection Committee at least five working days prior to the submission of the report to the Governor. Such communication shall be marked as strictly confidential.
  - 420.4.2. Upon receipt of the vacancy notice or of the report, the Staff Committee may submit observations to the Director in charge of Human Resources.

#### **430. Duration of appointment**

- 430.1. Fixed-term contracts shall expressly provide for the duration of the appointment and for (i) the possibility of renewal one or more times up to six years and of conversion into an indefinite-term contract or (ii) automatic termination upon expiry without possibility of renewal.
- 430.2. Non-renewable contracts may be issued where a staff member is absent for the following although not limitative reasons: maternity, parental or unpaid leave, part-time work.
- 430.3. The relevant Director shall, on the basis of the criteria under paragraph 450 below, either i) inform the Director in charge of Human Resources that a renewal of a fixed-term contract will not be requested or ii) submit a request to the Director in charge of Human Resources to renew a fixed-term contract.
- 430.4. This request shall be submitted at least six months prior to the expiry date of the contract, and in principle four months prior to the expiry date of the contract with regard to one-year fixed-term contracts.
- 430.5. The Director in charge of Human Resources shall issue a recommendation to the Governor to accept or reject the request, based on the below-mentioned criteria. The staff member is notified of this decision with at least three months' prior notice.

#### **440. Conversion of fixed-term contracts into indefinite-term contracts**

##### **440.1. Conversion procedure**

- 440.1.1. The Director concerned shall, on the basis of the below-mentioned criteria, either i) inform the Director in charge of Human Resources that a conversion of a fixed-term contract into an indefinite-term contract will not be requested; or ii) submit a request to the Director in charge of Human Resources to convert a fixed-term contract into an indefinite-term contract.
- 440.1.2. This request shall in principle be submitted at least twelve months prior to the expiry date of the contract.
- 440.1.3. The Director in charge of Human Resources shall seek guidance from a Contracts Review Committee (CRC) in order to make their recommendation for the Governor's decision.

##### **440.2. Contracts Review Committee (CRC)**

- 440.2.1. The CRC shall review the relevant documentation submitted in support of the request of the Director concerned, and give its opinion to the Director in charge of Human Resources on whether or not to follow this request.
- 440.2.2. Meetings shall be held as needed to ensure that the staff members concerned are notified of the decision at the latest six months prior to the expiry of the fixed-term contract.
- 440.2.3. The CRC shall be composed as follows:
  - Chair: the Director in charge of Human Resources;
  - Member: the head of Accounting and Controlling;
  - Member: the General Counsel and/or one staff member designated by the latter;
  - A staff member appointed by the Governor for a two-year term.

#### **450. Criteria for renewals and conversions**

- 450.1. With respect to the renewal of a fixed-term contract, the needs of the Bank in terms of competencies shall correspond to the needs of the job function and the competencies required, and the staff member's performance must be satisfactory.
- 450.2. The conversion of a fixed-term contract into an indefinite-term contract may occur only if considered to be in the long-term interest of the Bank, bearing in mind the organisational requirements, e.g. the medium to long-term needs of the Directorate concerned, the needs in terms of skills and competencies of the Bank at

large, the strong performance of the staff member in all critical areas, including in mastering of the Bank's core competencies and values, the adaptability to take on other functions and the potential for career or skills development.

## **460. Appointment for A6 and A7 grades**

### 460.1. Vacancies

- 460.1.1. Any vacancy at grade A6 or A7 shall be shared with the members of the Governing Board and the Administrative Council, the staff members and the public unless, where particular circumstances so require, the Administrative Council decides otherwise on a proposal by the Governor.

### 460.2. Appointment of external candidates

- 460.2.1. Recruitment to an A6 or A7 job shall be governed by an initial contract for a fixed-term not exceeding four years, of which the first year corresponds to the probationary period.
- 460.2.2. Such contract may be extended for one or more periods varying in length between one and four years.
- 460.2.3. During the probationary period, the Governor may, if the staff member's work has not proven satisfactory, terminate the contract with two months' notice. The staff member is notified of this decision with two months' prior notice. Should the notice period extend beyond the term of the probationary period, such period may be extended accordingly or compensation be paid. The notice period may, at the Governor's discretion, be replaced by a compensation payment of an amount equal to the remuneration that the staff member would have received during such notice period.
- 460.2.4. Where the probationary period has been interrupted for reasons outside the staff member's control, the Governor may extend the probationary period by the length of the period of interruption.

### 460.3. Appointment of internal candidates

- 460.3.1. Appointment to an A6 or A7 job of an internal candidate, whether holding an indefinite-term contract or a fixed-term contract, shall initially be for a period not exceeding four years, and may be extended for one or more periods varying in length between one and four years.
- 460.3.2. If the appointment of a staff member holding an indefinite-term contract is not renewed at the end of the initial period, they shall be transferred to a job at their previous grade level.
- 460.3.3. If the staff member is not maintained nor assigned to another job of the same grade, they shall be assigned to a job of a lower grade but retain the grade they had reached. However, in the latter case, the staff member shall receive no further step advancements for as long as their remuneration remains higher than the one they would have received if they had retained their previous grade.

## **470. Probationary period**

### 470.1. Duration

- 470.1.1. The probationary period shall last one year.
- 470.1.2. Where the probationary period has been interrupted for reasons outside the staff member's control, the Governor may, on a joint proposal from the staff member's Director and the Director in charge of Human Resources, extend it by the length of the interruption.

### 470.2. Appraisal

- 470.2.1. During the probationary period, the staff members are appraised by their immediate supervisors at the end of the eighth month.

470.2.2. In principle, during the probationary period, staff members cannot be promoted.

### 470.3. Termination

470.3.1. The contract may be terminated either by the staff member or the Bank at two months' notice during the probationary period. The Governor may terminate the contract when the staff member's work has not proved satisfactory during the probationary period. Such decision is taken on the basis of a recommendation by the Director in charge of Human Resources and the request of the Director supervising the staff member's work.

470.3.2. The staff member concerned is notified of this decision with two months' prior notice.

470.3.3. The notice period may, at the Governor's discretion, be replaced by a compensation payment of an amount equal to the remuneration that the staff member would have received during such notice period.

470.3.4. Should the notice period extend beyond the term of the probationary period, such period may be extended accordingly or compensation may be paid.

## 480. Medical certificate

480.1. At the time of recruitment, staff members shall undergo a medical examination performed by the Bank's doctor(s).

480.2. The purpose of this medical examination is to ensure that candidates meet the physical requirements for performing the duties relating to the job for which they have applied. This shall not under any circumstance be interpreted as preventing the recruitment of a person with a permanent disability, or disorder if the latter does not prevent them from performing the duties relating to the relevant job or does not pose a serious threat to other people.

480.3. The medical examination shall also determine whether the candidates' state of health justifies the application of Article 2 of the Pension Schemes' Rules, under which the Bank may decide that, as regards the risks arising from an illness or disablement shown by the examination, entitlement to the invalidity or death benefits provided for in the said Rules shall be deferred until the expiry of a period not exceeding five years from the date on which they took up their duties.

480.4. The medical examination may also serve to detect any occupational disease that predates candidates' employment at the Bank.

480.5. The Bank's doctor(s)' conclusions, which are communicated to Human Resources, shall merely indicate, in one of the two official languages, whether or not the candidates are fit for the job and whether deferred entitlement should apply. Candidates shall be duly informed by the Bank's doctor(s) of the medical reasons for the said conclusions.

480.6. Any false or incomplete declaration made by staff members upon their appointment or during the medical examination upon recruitment which may have a decisive impact on their appointment may lead to the termination of their contract.

# STAFF REGULATIONS

## ARTICLE 5. CAREER DEVELOPMENT

- 5.1. Staff members' performance and conduct shall be regularly assessed in accordance with the procedures established by the Governor.
- 5.2. Within the limits of budgetary allocations and based on a training plan, the Governor shall provide staff members with such training as is deemed appropriate for the continued enhancement of their professional skills and competencies and their increased efficiency.
- 5.3. Staff members whose performance and conduct are satisfactory shall be eligible for step advancement within the salary scales applicable to them.
- 5.4. The Governor may decide to promote a staff member to a higher grade in accordance with the established Rules and procedures. Promotions shall be merit-based and shall strive to achieve fair geographical representation and gender parity.
- 5.5. At their own request, staff members may be assigned to a job carrying a lower grade, with a corresponding change in their grade and salary.
- 5.6. The Governor may transfer a staff member to another job classified in the same category and grade, having first invited the staff member concerned to express their views.
- 5.7. Staff members shall be encouraged and supported to acquire experience in different sectors of the Bank.
- 5.8. In the interest of the Bank and subject to their agreement, staff members may be temporarily assigned to a job in a grade different from the job held. The Governor shall establish provisions governing applicable salary supplements or reductions.
- 5.9. In the interest of the Bank and subject to their agreement, staff members may be seconded to another international organisation or an institution in a member state, under conditions established by the Governor.

## Staff Rules

### 510. Performance management<sup>1</sup>

#### 510.1. Principles

- 510.1.1. Performance evaluations are based on the achievement of individual objectives set by the staff member and their evaluator at the beginning of each performance evaluation cycle and within the framework of the staff member's job description.
- 510.1.2. Performance shall be discussed and evaluated regularly throughout the calendar year, as per Human Resources guidelines, and facilitated by tools, primarily an electronic form made available to staff and managers by Human Resources.
- 510.1.3. Human Resources shall coordinate the implementation of the performance management system by guiding the process and reporting on the result of the exercise to the Governor.

#### 510.2. Roles of staff members, evaluators and evaluator's managers

##### *Staff members and evaluators*

- 510.2.1. Performance evaluations shall generally be performed by the line manager (evaluator).
- 510.2.2. Evaluators shall give staff members regular feedback about their performance and help them to reach their objectives. Evaluators shall also propose meetings with the staff members to discuss their performance, in accordance with the annual timeline set by Human Resources.
- 510.2.3. Staff members are responsible for informing their evaluators about any difficulties they may encounter or may reasonably foresee in achieving their objectives. In order to improve their performance, staff members shall take corrective actions to rectify weaknesses whenever necessary.
- 510.2.4. Staff members and managers may request advice and assistance from the Directorate in charge of Human Resources during the performance management process. In duly justified cases, a member of staff of Human Resources may, following an invitation of a staff member or an evaluator, and upon the decision of the Director in charge of Human Resources, participate in a performance evaluation meeting.
- 510.2.5. The Governor shall conduct performance evaluations for Directors<sup>2</sup> and other staff reporting directly to him/her in the conditions determined by him/her.

##### *Evaluators' managers*

- 510.2.6. The evaluators' managers shall supervise the evaluation process conducted by the evaluators for whom they are responsible, notably by taking all the necessary measures to ensure that such process is objective, impartial and harmonised. They may request assistance from Human Resources.
- 510.2.7. They shall also take all the necessary measures to ensure that the evaluations are carried out in the event that the line managers are unable to do it.
- 510.2.8. Evaluators' managers shall evaluate the evaluators on their ability to appropriately carry out the evaluation process and consequently consider any shortcoming with regard to the managerial responsibilities required for the job in the overall performance evaluation.

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<sup>1</sup> Paragraphs 510, 520 and 530 shall apply to the 2023 performance exercise onwards.

<sup>2</sup> Directors shall be understood as managers reporting directly to the Governor.

### 510.3. Performance evaluation

#### *Regular performance feedback*

- 510.3.1. A regular process following up on objectives and providing feedback on milestones shall take place in accordance with the modalities, frequency and timeline established by Human Resources.

#### *Yearly evaluation*

- 510.3.2. A yearly evaluation shall be conducted for staff members who have been effectively present for at least six months during the year concerned by the evaluation.
- 510.3.3. The dates of evaluation meetings shall be agreed between the evaluator and the staff member, according to the annual timeline set by Human Resources.
- 510.3.4. Objectives and yearly evaluations shall be entered in electronic forms. Objectives may be adjusted in the course of the year where needed. These adjustments are reflected in the yearly evaluation report.
- 510.3.5. Staff members shall have five working days upon receipt of their evaluation reports to make comments, if they so wish.
- 510.3.6. Evaluation reports shall be completed and validated by the evaluator and the evaluator's manager.

#### *Intermediary evaluations*

- 510.3.7. Intermediary evaluations shall take place any time when the evaluator considers that the staff member needs to remedy shortcomings and shall meet the same requirements as yearly evaluation reports.

#### *Disagreements on evaluation reports*

- 510.3.8. A staff member who does not agree with the substance of an evaluation report may request a meeting with the evaluator's manager, informing the evaluator accordingly. Where the evaluator's manager is a Director, the staff member may request a meeting with the Director in charge of the Executive Office.
- 510.3.9. This meeting shall take place within ten working days of the staff member's receiving the evaluation report.
- 510.3.10. The evaluator's manager shall make their best effort to resolve the difference of opinions between the staff member and the evaluator.

### 510.4. Evaluation levels

- 510.4.1. The performance shall be evaluated either as "successful" or as "needs improvement".
- 510.4.2. A "successful" performance does not confer any automatic entitlement to further renewal of contract, to conversion into another type of contract, nor to step advancements, promotions and bonuses.

## 520. Underperformance

### 520.1. Initiation of a Performance Enhancement Procedure (PEP)

- 520.1.1. Staff members who have satisfactorily completed their probationary period and whose performance ceases to be satisfactory shall undergo a Performance Enhancement Procedure (PEP) with the aim to remedy their shortcomings.
- 520.1.2. The Director to whom the staff member reports shall initiate a PEP in writing based on a performance evaluation or an intermediary evaluation and inform the staff member concerned.
- 520.1.3. The Director in charge of Human Resources shall be informed of the initiation of a PEP and take appropriate measures to support the procedure.

520.1.4. The duration of a PEP shall, in principle, not be shorter than three months nor longer than nine months.

## 520.2. Evaluation procedure during the PEP

520.2.1. The setting of objectives and improvement actions for the PEP shall take place at the first PEP meeting to be held, as far as practicable, within two weeks of the staff member being informed of the initiation of the procedure.

520.2.2. The objectives and improvement actions set during the PEP shall include objectives and actions dealing with the performance shortcomings of the staff member. The evaluator may require the staff member to participate in appropriate training likely to enhance their performance.

520.2.3. During the PEP, the evaluator shall meet the staff member, on a regular basis and a minimum of three times, in order to monitor their progress in reaching the objectives and to establish the status of improvement actions.

520.2.4. The PEP shall be documented in writing. Such documentation shall be submitted to Human Resources.

520.2.5. The PEP shall be closed by means of a performance evaluation form documenting the results achieved and any potential remaining shortcomings. If the staff member's performance is still unsatisfactory, the form shall be transmitted by the evaluator to the Director concerned and the Director in charge of Human Resources, and a procedure for termination of appointment may be initiated.

## 520.3. Extension of deadlines

520.3.1. If the staff member is absent from work when the PEP should have been initiated, or when meetings for the setting of objectives and improvement actions, the evaluation of results or the follow-up of implemented actions should have been conducted, the relevant deadlines shall be extended accordingly.

520.3.2. Absence of the staff member from work for more than a total of three months during the PEP period shall result in the PEP period being prolonged by an additional three months. This three-month prolongation shall be renewed until the staff member has been present at work for at least three months. A PEP in progress suspends the initiation of the next performance evaluation cycle.

## 530. Bonuses

### 530.1. Principles

530.1.1. Bonuses are intended to encourage staff members in service to develop their performance within the general framework of their career at the Bank.

530.1.2. Bonuses do not constitute a right of staff members, are neither part of the salary, nor included in the calculation of pension rights.

530.1.3. The Governor may propose an annual budget allocated for bonuses to staff members to the Administrative Council for approval. The Governor shall determine the budget allocated to the entities directly attached to Appointed Officials, in the limit of the budget approved by the Administrative Council.

### 530.2. Eligibility

530.2.1. All staff members having satisfactorily completed a probationary period, who are in service at 30 April of the year that the bonus exercise takes place and who have been effectively working as a staff member (or taking maternity, new parent's or adoption leave) for a minimum period of six months during the reference year, are eligible to receive a bonus.

530.2.2. Staff members who retire either in the course of the reference year or before 30 April of the year that the bonus exercise takes place shall also be eligible for bonus.

- 530.2.3. Temporary staff members shall not be eligible to receive a bonus.
- 530.2.4. The bonus shall be payable pro rata temporis to staff members, including retiring staff members, who have been effectively working between six months and one year at the Bank.

### 530.3. Bonus' attribution

- 530.3.1. Staff members whose performance is considered successful shall be entitled to a bonus, which amount shall correspond to a percentage of their basic salary. Such percentage shall be the same for all staff members.
- 530.3.2. Directors may propose additional bonuses to staff members to take into account their high level of performance with reference to the Bank's core competencies and values as further established by guidelines.
- 530.3.3. Directors' additional bonus proposals shall be subject to a round-table discussion and further analysed and harmonised by the Directorate in charge of Human Resources before transmission to the Governor for approval. Staff members shall be informed of any additional bonuses they may be granted.
- 530.3.4. The Governor may also grant exceptional bonuses for particularly high contributions to the Bank's priorities and achievements within the budget approved by the Administrative Council.

## 540. Step advancements and promotions

The periodic advancement of staff members shall be given consideration once a year as part of the performance evaluation process. Step advancements and promotions are only possible where the credits allocated to staff expenses allow it.

### 540.1. Step advancements

- 540.1.1. Only staff members having satisfactorily completed a probationary period and having been evaluated as successful in their yearly performance report are eligible to step advancement within their grade.
- 540.1.2. Step advancements come into effect on 1 April each year.

*Step advancement for staff members recruited on or after 1 February 2005 or having opted for advancement on merit*

- 540.1.3. The Governor may decide to grant step advancement within the grade of a staff member who has been in the same step for at least twelve months on the basis of the staff member's yearly performance evaluation.
- 540.1.4. Irrespective of a staff member's category, grade or step, such advancement shall involve a maximum of two steps per year. In the case of exceptional performance, an additional step may also be granted.
- 540.1.5. Staff members recruited before 1 February 2005 may decide to opt for the advancement on merit. They may not go back on that decision subsequently.

*Step advancement for staff members recruited before 1 February 2005 and not having opted for advancement on merit*

- 540.1.6. For category A staff, advancement to steps 2 to 5 (grades A7 and A6) and 2 to 7 (grades A5, A4, A3 and A2) shall take place after twenty-four months of service in the step immediately below and advancement to steps 6 (grade A7), 6 to 8 (grade A6) and 8 to 11 (grades A5, A4, A3 and A2) after forty-eight months of service in the step immediately below.
- 540.1.7. For category L staff, advancement to the next step shall take place after thirty-six months of service in the step immediately below.

- 540.1.8. For staff in categories B and C, advancement to steps 2 to 8 shall take place after twenty-four months of service in the step immediately below, and to steps 9 to 11 after forty-eight months' service.
- 540.1.9. Only those years of service in which the staff member's performance evaluation certifies that they at least fully satisfied the requirements of their job shall be taken into account.

#### 540.2. Promotions

- 540.2.1. Promotion is the appointment of a staff member to another job carrying a higher grade.
- 540.2.2. Staff members may be promoted within their grade band at the earliest once they have completed the probationary period.
- 540.2.3. The Governor may decide to promote a staff member to a higher grade within their current grade band, upon recommendation of the staff member's Director and subject to Human Resources' opinion, in which case promotions shall come into effect on 1 July each year.
- 540.2.4. Staff members may be promoted to a job in a grade or grade band above their current grade or grade band through either a competition or a re-evaluation of the job to which they are assigned.

### 550. Transfers

- 550.1. Transfer is the appointment of a staff member to another job carrying the same grade.
- 550.2. When vacancies occur, the Governor may decide that they should be filled (i) by direct transfer or (ii) following the publication of an internal or external vacancy notice. Directors may transfer or exchange staff within their entity.
- 550.3. In case of transfers, staff members concerned shall be invited to express their views on their transfer and new duties. Human Resources shall confirm transfers in writing to the staff members and Directors concerned.
- 550.4. Any staff member having completed the probationary period may inform the Governor, through Human Resources that they wish to be assigned to another job in the same grade.

### 560. Temporary assignments and salary supplements or reductions

#### 560.1. Supernumerary transfer

- 560.1.1. Where a staff member is to be transferred and there is no vacant job in their own grade, the Governor may transfer the staff member as an exception and for a limited time to a job in a lower grade subject to the staff member's agreement and with a corresponding salary reduction.
- 560.1.2. The supernumerary staff member shall be transferred to a job in a grade corresponding to their own and in keeping with their qualifications as soon as a vacancy occurs.

#### 560.2. Exercise of duties attaching to a job in a higher grade

- 560.2.1. Staff members may be called upon by the Governor, on an exceptional basis and in the interest of the entity, to take on the duties attaching to a job in the same category but in a grade immediately above.
- 560.2.2. An extra duties allowance shall be paid to the staff members concerned during the period in question in accordance with paragraph 780.2 of the Staff Rules.

## 570. Secondments

### 570.1. Secondments to the Bank

- 570.1.1. The Bank may receive on secondment a staff member from another entity (a "Secondee"). For each Secondee, a secondment agreement shall be concluded and entered into on behalf of the Bank by the Governor. Such agreement shall set forth the specific terms of employment of the Secondee while on secondment.

### 570.2. Secondments of CEB staff members to other international organisations or administrations

- 570.2.1. Any staff member having satisfactorily completed their probationary period may be seconded to work with or without maintenance of their remuneration for another international organisation, or national, regional or local administration, at the Bank's request or with its prior consent ("a Bank Secondee"). For each Bank Secondee, a secondment agreement shall be concluded, and entered into on behalf of the Bank by the Governor. Such agreement shall set forth the specific terms of employment of the Bank Secondee while on secondment.
- 570.2.2. The Governor may establish the modalities for and conditions under which such secondments will take place, with the provision that staff members' obligations and entitlements under the provisions of the Staff Regulations will not be diminished. In case of secondments of A6 or A7 staff members, the Governor shall inform the Administrative Council accordingly.

# STAFF REGULATIONS

## ARTICLE 6. TERMINATION

- 6.1. Appointments for a fixed-term period shall expire in accordance with their terms.
- 6.2. Staff members may resign from the Bank upon giving the Governor the required notice.
- 6.3. Staff members shall retire on reaching the age of 65 years unless exceptionally requested by the Governor, in the interest of the Bank, to remain in service for a maximum period of two years.
- 6.4. Appointments may be terminated by the Governor without prior notice and without the award of an indemnity in the following cases:
  - 6.4.1. job abandonment;
  - 6.4.2. dismissal on disciplinary grounds.
- 6.5. Appointments may be terminated by the Governor subject to prior notice, and the award of an indemnity to staff members who had satisfactorily completed a probation period, in the following cases:
  - 6.5.1. unsatisfactory performance when attempts to redress it have failed;
  - 6.5.2. medically certified inaptitude;
  - 6.5.3. modification of the staff member's job in such a way that the staff member no longer has the requisite qualifications or experience;
  - 6.5.4. suppression of the staff member's job;
  - 6.5.5. reduction of staff;
  - 6.5.6. refusal by the staff member to be assigned to other functions corresponding to their qualifications or experience, at the same category and grade;
  - 6.5.7. mutual agreement between the Bank and the staff member.
- 6.6. The notice period may be replaced by a compensation payment of an amount equal to the remuneration the staff member would have received during such notice period.

## Staff Rules

### 610. Notice periods

- 610.1. A contract for either a fixed or an indefinite term may be terminated at the end of a calendar month by a staff member or the Governor.
- 610.2. The resignation of a staff member shall take effect at the end of a period of notice of at least three months from the date on which resignation was given, unless the Governor agrees to shorten this period at the request of the staff member, who shall give reasons thereof.
- 610.3. The terminations of appointments by decision of the Governor for the reasons listed in Article 6.5.1, 6.5.3, 6.5.4, 6.5.5 and 6.5.6 of the Staff Regulations shall be subject to at least three months' prior notice to the staff member.

### 620. Service beyond the age limit

#### 620.1. Conditions of employment

- 620.1.1. Staff members who remain in service beyond the age of 65 years up to the maximum age of 67 years shall be treated as if they had not reached the age limit for retirement. In particular, the staff members concerned shall continue to be entitled to step advancements, indemnities and allowances under the same conditions as if they had not reached the age limit. They shall also benefit from leave entitlement and part-time work arrangements under the same conditions. They shall nonetheless not be entitled to benefit from unpaid leave nor can they apply for transfer or promotion.
- 620.1.2. Staff retained in service beyond the age limit shall acquire no additional pension rights after reaching that age. No contribution to the Banks's pension schemes shall be levied. Moreover, the Bank shall pay no contribution to any other pension scheme for the benefit of the staff members concerned. Pension benefits shall be payable only after termination of service. The calculations of pension benefits – retirement pension, reversion or orphan's pension or leaving allowance – and family allowances to which a recipient of a pension is entitled shall be made by reference to the staff member's employment situation, for example their grade, step and length of service, at the date when the staff member reached the age limit, and their family situation at the date of departure.
- 620.1.3. Health insurance cover shall be maintained.
- 620.1.4. An absence for health reasons lasting more than 90 days shall constitute a ground for terminating the contract and shall entail the immediate award of the pension benefits.
- 620.1.5. Staff retained in service beyond the age limit shall not be eligible for an invalidity pension, an indemnity for loss of job or other measures for termination of service.

#### 620.2. Procedure

- 620.2.1. The Governor shall make a proposal to the staff member concerned in written form, in principle at least six months before the staff member reaches the statutory age limit. The proposal shall detail the job mission, the activities to fulfil and the duration of prolongation of service.
- 620.2.2. The staff member concerned shall inform the Governor in written form within 30 days of receipt of the proposal whether they accept the offer.

### 620.3. Expression of interest by a staff member

- 620.3.1. A staff member may inform the Governor of their interest to remain in service beyond the statutory age limit by submitting a request in writing via the Director in charge of Human Resources, in principle not later than six months before reaching the statutory age limit.
- 620.3.2. Such a request does not give rise to any individual right to remain in service beyond the statutory age limit. If the Governor does not initiate the procedure in 620.2. within 30 days of the written request of the staff member, such a request shall be deemed to be rejected.

## 630. Terminations

### 630.1. Job abandonment

- 630.1.1. The Governor may terminate the employment contract of a staff member without giving advance notice of termination if the staff member has been absent from their designated workplace without due justification for a period of fifteen consecutive working days.

### 630.2. Underperformance

- 630.2.1. If the staff member's performance has not improved in a satisfactory manner at the end of the Performance Enhancement Procedure (PEP), the evaluator shall transmit the evaluation performance form to the Director concerned and the Director in charge of Human Resources.
- 630.2.2. The Director concerned and the Director in charge of Human Resources shall hear the staff member, who may be accompanied by a staff member of their choice, within four weeks of referral by the evaluator.
- 630.2.3. The Director in charge of Human Resources shall formulate a motivated recommendation for termination of the staff member's employment contract to the Governor within six weeks of referral. At the same time, the recommendation shall be communicated to the staff member.
- 630.2.4. The staff member may submit their observations to the Governor within two weeks of receiving the recommendation. At the same time, the staff member shall communicate their observations to the Director in charge of Human Resources and the Director concerned.
- 630.2.5. The Governor shall hear the staff member before taking any decision based on the recommendation and any other relevant information to facilitate the decision. The Governor shall take a reasoned decision within thirty calendar days of receipt of the staff member's observations.

### 630.3. Staff Committee consultation

- 630.3.1. The Staff Committee shall be consulted in case of termination of an appointment for one of the reasons listed in Article 6.5.3, 6.5.4, 6.5.5 and 6.5.6 of the Staff Regulations or by application of the regulations introducing special measures to terminate the service of staff members.

## 640. Indemnity for loss of job

### 640.1. Calculation of indemnity

- 640.1.1. The emoluments to be taken into consideration when calculating the indemnity are those of which the staff member concerned was in receipt when they left the Bank.
- 640.1.2. The method of calculating the indemnity differs as between fixed term contracts and indefinite-term contracts, except in case of termination of appointment by mutual agreement: the Governor shall determine the amount of the indemnity, which shall not exceed the ceiling of twenty-four months.
- 640.1.3. The indemnity shall be paid to staff members in full at the time they leave the Bank.

## 640.2. Fixed-term contracts

640.2.1. The amount of indemnity for loss of job shall be equal to half the product of the monthly emoluments of the staff member (basic salary plus, where appropriate, the household allowance and allowance for dependent child or other dependant or, for staff members recruited on or after 1 January 2017, the basic family allowance and the dependent child supplement) multiplied by the number of months remaining up to the expiry of the term of their contract, provided that it shall in no case exceed:

- five months' emoluments in the case of a contract for three years or less;
- eight months' emoluments in the case of a contract for four years, or for any term between three years and four years;
- ten months' emoluments in the case of a contract for more than four years.

640.2.2. However, any staff member who has served not less than ten consecutive years with the Bank and whose services are terminated in the conditions specified in Article 6.5 of the Staff Regulations (except in case of mutual agreement) shall be entitled to an indemnity for loss of job under the conditions for indefinite-term contracts, whatever the nature of the contract held by them at the time when the appointment is terminated. The same applies to a staff member who has served not less than ten consecutive years with the Bank and whose fixed-term contract is not renewed.

## 640.3. Indefinite-term contracts

640.3.1. The amount of the indemnity, expressed in months or fractions of a month of emoluments (basic salary plus, where appropriate, the household allowance and allowance for dependent child or other dependant or, for staff members recruited on or after 1 January 2017, the basic family allowance and the dependent child supplement) shall be one month's emoluments for each year of service from the date when the staff member joined the Bank. However, the amount of indemnity so calculated shall be subject to a ceiling of twenty-four months. Furthermore, the amount of indemnity shall not represent a number of months, or fractions of a month, in excess of the period which the staff member would still have to serve before reaching the age-limit specified in Article 6.3 of the Staff Regulations.

640.3.2. In calculating the amount of indemnity for loss of job under paragraph above, account shall be taken, where appropriate, of any years of service previously performed by the staff member concerned in other Co-ordinated Organisations and in respect of which they have not received any indemnity for loss of job, however, no account shall be taken of any years of service preceding:

- an interruption of the service of the staff member concerned with the Co-ordinated Organisation;
- the termination for disciplinary reasons of their services with any Co-ordinated Organisation.

## 640.4. Successive contracts with several Co-ordinated Organisations

640.4.1. Any staff member who has served not less than ten consecutive years with one or more Co-ordinated Organisations and whose services are terminated in the conditions specified in Article 6.5 of the Staff Regulations shall be entitled to an indemnity for loss of job under the conditions for indefinite-term contracts, whatever the nature of the contract held by them at the time when the appointment is terminated.

640.4.2. A staff member who has served not less than ten consecutive years with one or more Co-ordinated Organisations and whose employment ends because the Governor decides not to renew their fixed-term contract shall also be entitled to an indemnity for loss of job under the conditions for indefinite-term contracts.

640.5. Re-employment by the Bank

- 640.5.1. Persons receiving a retirement or invalidity pension under one of the Bank's pension schemes, persons having received an indemnity for loss of job and persons to whom the regulations introducing special measures to terminate the service of staff members of the Bank have been applied shall not be employed by the Bank as a staff member or a temporary staff member.

**650. Withholding from staff members' salaries and repayment of deposits relating to special residence permits and registration of cars in the special series**

- 650.1. When staff members or temporary staff members leave the Bank, a sum representing 15% of their monthly basic salary shall be withheld from their last pay as a deposit in respect of their residence permit and, as the case may be, in respect of any car(s) registered in the special series. This sum shall be repaid to the staff member when their residence permit is returned to Human Resources and, as the case may be, when they have cleared car(s) with customs and submitted documentary evidence thereof to Human Resources.

# STAFF REGULATIONS

## ARTICLE 7. SALARIES AND ALLOWANCES

- 7.1. Salary scales shall be determined by the Committee of Ministers yearly on the recommendation of the Co-ordinating Committee on Remuneration.
- 7.2. On the recommendation of the Co-ordinating Committee on Remuneration, the Committee of Ministers shall determine the amounts and the conditions for payment of the following allowances:
  - 7.2.1. expatriation allowance
  - 7.2.2. installation (settling-in) allowance
  - 7.2.3. household allowance
  - 7.2.4. basic family allowance
  - 7.2.5. allowance in respect of dependent children or other dependants
  - 7.2.6. dependent child supplement
  - 7.2.7. supplement for disabled and dependent parent
  - 7.2.8. education allowance
- 7.3. The Committee of Ministers' decisions related to staff members' allowances shall be implemented by the Governor who shall adopt relevant Staff Rules and may propose that certain adaptations reflecting the Bank's own needs be approved by the Administrative Council.
- 7.4. The basic salary of a staff member shall be determined by reference to the salary scale of the staff member's duty station. If no such salary scale exists, the basic salary shall be determined by the Governor on the basis of the salary scale adopted by the Committee of Ministers in respect of France, which shall be adapted to reflect the cost and conditions of living in the country concerned.
- 7.5. Within the limits of budgetary allocations and based on staff members' yearly performance and conduct assessment, the Governor shall decide on the granting of a bonus.
- 7.6. The Bank shall be entitled to recover any undue payment to a staff member. The Governor shall establish the limitation periods and procedures for recovery.
- 7.7. Claims against the Bank for payment of salary, allowances or any other sums due under the Regulations or Staff Rules, or for reimbursement of amounts unduly deducted from salaries, shall lapse two years after the date on which the payment would have been due or the amount was deducted.

## Staff Rules

### 710. Definitions

- 710.1. "Basic salary" is the salary at a given grade and step established by a salary scale. It is exclusive of any additions or deductions.
- 710.2. "Remuneration" is the sum of the basic salary and any of the allowances, indemnities or supplements duly paid to a staff member.
- 710.3. "Net salary" is the amount of the remuneration after authorised deductions such as contributions to medical and social insurance and pension schemes.
- 710.4. "Emoluments" are any payments made to staff members or their survivors by the Bank, including but not limited to: remuneration; compensation for damages, including compensation ordered by the Administrative Tribunal; settlements; capital sums for death or disability; or payments relating to termination of service.

### 720. Salary

#### 720.1. Date of payment of salaries

Net salaries shall be paid at the latest by the final working day of the month.

#### 720.2. Applicable salary scale

Staff member's basic salary shall be determined in accordance with the scales contained in the tables appended as amended from time to time.

#### 720.3. Pro rata payments

720.3.1. Where a staff member works for less than a full calendar month, they shall be entitled to one-thirtieth of their net monthly salary for each day worked. All Saturdays, Sundays and public holidays included in the period starting with the date of appointment and ending with the last day of appointment shall be considered as days worked.

720.3.2. The salary of a staff member who works part-time shall be pro-rated according to their working time.

#### 720.4. Remuneration in duty stations for which specific salary scales have not been adopted by the Committee of Ministers

720.4.1. The basic salary of staff members who are assigned to a duty station for which there is no specific salary scale shall be determined according to the salary scale adopted by the Committee of Ministers in respect of France, adjusted to the cost and conditions of living in the duty station concerned.

720.4.2. A coefficient based on elements set annually by the International Service for Remunerations and Pensions, reflecting the cost, and conditions of living in the duty station concerned shall be applied to the basic salary, as well as to any household allowance or basic family allowance, expatriation allowance, settling-in allowance and extra duties allowance payable to the staff member concerned. The resulting amount shall be paid as a cost and conditions of living allowance.

720.4.3. The cost and conditions of living allowance, referred to above, is not pensionable but shall be taken into account when levying the contributions to the medical and social insurance scheme of staff members in receipt of the aforementioned allowance.

720.4.4. Changes in the coefficient shall be applied each year, subject to a limit of 5% in the event of a decrease and 10% in the event of an increase, until the coefficient applied reaches the coefficient resulting from the elements provided by the International Service for Remunerations and Pensions.

## 730. Expatriation allowance

### 730.1. Staff members recruited before 1 January 1996

730.1.1. The expatriation allowance shall be payable to staff members who fulfilled the criteria for eligibility at the time of their appointment by the Bank or, where a staff member is recruited from another Co-ordinated Organisation, at the time of their appointment by that Organisation, for as long as they continue to be eligible.

730.1.2. The amount of the expatriation allowance shall be 20% of the staff member's basic salary for those in receipt of the household allowance and 16% of the basic salary for those who are not. The amount of the expatriation allowance shall in no case be less than that payable to a staff member in grade B3, step 1.

### 730.2. Staff members recruited after 31 December 1996 and before 1 January 2012

730.2.1. The expatriation allowance shall be payable to staff in categories A, L and B provided that, at the time of their appointment, they were not nationals of the duty country and had not been continuously resident in that country for at least one year, previous service in the administration of their country of citizenship or with other international organisations not being taken into account.

730.2.2. The amount of the expatriation allowance during the first ten years of service shall be 18% of the basic salary corresponding to the first step in the staff member's grade, for those in receipt of the household allowance, and 14% of the basic salary corresponding to the first step in the staff member's grade, for those who are not.

The amount of the expatriation allowance shall in no case be less than the amount payable in respect of that allowance to a staff member in grade B3, step 1.

Starting in the eleventh year of service, the allowance shall be reduced by one percentage point each year until it reaches 15%, for those in receipt of the household allowance, and 11% for those who are not.

Where a staff member is assigned to a new duty station in which they meet the criteria for eligibility, they shall be entitled to the expatriation allowance at the full rate which shall then be reduced in accordance with the foregoing paragraph.

For the purposes of the above-mentioned reduction scale, service with a Co-ordinated Organisation, another international organisation, or the administration or the military of the country of citizenship, which is performed in the duty country, shall be taken into account as if it were service with the Bank.

### 730.3. Staff members recruited after 31 December 2011

730.3.1. The expatriation allowance shall be payable to staff in categories A, L and B provided that, at the time of their appointment, they:

- were not nationals of the duty country;
- had not been continuously resident in the duty country for one year or more; and
- were recruited from outside a radius of 100 kilometres from the duty station.

In the event that a staff member was employed by another international organisation, including a Co-ordinated Organisation, or by the administration or military of the country of citizenship immediately prior to appointment by the Bank, the second and third criteria above shall not apply.

730.3.2. The amount of the expatriation allowance during the first five years of service shall be 10% of the basic salary corresponding to the first step of the staff member's grade. Beginning in the sixth year of service, the allowance shall be reduced by 2% each year until it reaches zero in the tenth year of service. The reduction to zero shall not affect eligibility for home leave, the education allowance or the expatriated child allowance, referred to in paragraph 730.4.4 below.

For the purposes of the above-mentioned reduction scale, service with another international organisation, or the administration or military of the country of citizenship, in the duty country immediately prior to appointment by the Bank, shall be taken into account as if it were service with the Bank.

Where a staff member is assigned to a new duty station in which they meet the criteria for eligibility, they shall be entitled to the expatriation allowance at the full rate which shall then be reduced in accordance with the aforementioned reduction scale.

#### 730.4. Provisions applicable to all staff eligible for the expatriation allowance

730.4.1. A staff member in receipt of the expatriation allowance, who is assigned to the country of which they are a national, shall cease to receive it. A staff member who was not entitled to the expatriation allowance at the time of taking up duties but who is subsequently assigned to a country of which they are not a national shall become entitled to it under the provisions applicable at the date of their appointment by the Bank or another Co-ordinated Organisation, provided that they fulfil all other requirements for eligibility. In the event that, following assignment in a different duty station of the Bank, a staff member returns to the duty station to which they were recruited, their entitlement or otherwise to the expatriation allowance shall be the same as at the time of their recruitment. Such a staff member shall receive, where applicable, the expatriation allowance at the rate on the reduction scales, provided for in paragraphs 730.2.2 and 730.3.2 above, applicable at the date they left the duty station of recruitment, and this rate shall continue to reduce in accordance with the aforementioned scales.

730.4.2. Entitlement to the expatriation allowance shall be retained by a staff member on unpaid leave although no allowance shall be payable during such leave. Time spent on unpaid leave shall be taken into account for the purposes of the reduction scales provided for in paragraphs 730.2.2 and 730.3.2 above as if it had been service with the Bank, with the exception of any period of one year or more spent living in the staff member's country of nationality.

730.4.3. Where two spouses who are both entitled to the expatriation allowance are employed by the Bank, or by the Bank and another Co-ordinated Organisation, both shall receive the expatriation allowance at the rate payable to staff members not in receipt of the household allowance, and, where applicable, at the rate on the reduction scale corresponding to each staff member's length of service.

730.4.4. Staff members entitled to the expatriation allowance shall also receive a fixed monthly sum in respect of each of their dependent children, as defined in paragraph 760.1.1 below. The amount of the expatriated child allowance shall be determined by the Committee of Ministers on the basis of a recommendation by the Co-ordinating Committee on Remuneration.

730.4.5. The expatriation allowance shall not be payable to a staff member who is a national of a country, any point on the frontier of which is within a radius of 50 kilometres of the duty station (or 100 kilometres where the staff member was recruited after 31 December 2011), unless the staff member can prove that they have established their habitual residence in the duty country or, exceptionally and with the agreement of the Governor, in a third country.

#### 730.5. Residence allowance

Staff members in categories A, L and B who were recruited before 1 January 1998 and who are not eligible for the expatriation allowance, but who at the time of their appointment were resident more than 300 kilometres from the duty station, shall be entitled to a residence allowance. This allowance shall equal the following percentage of the expatriation allowance payable to expatriated staff members appointed on the same date as the staff member in question:

- 35% for those in receipt of the household allowance; and
- 15% for those who are not.

## **740. Settling-in allowance**

- 740.1. Staff members are eligible to receive the settling-in allowance, upon taking up duties following their recruitment or reassignment to a new duty station within the Bank provided that, prior to their recruitment or reassignment, they had their actual and habitual residence 100 kilometres or more from their assigned duty station and can prove that they have moved their residence in order to take up their duties.
- 740.2. The amount of the basic settling-in allowance shall be equivalent to one month's basic salary of the staff member, up to the applicable ceiling. This amount shall be increased by the following amounts in the following circumstances:
- 740.2.1. By 75%, where a staff member entitled to the expatriation allowance changes the geographical zone of their residence in order to settle in the vicinity of the duty station to which they have been recruited (the geographical zones being defined as follows: Europe and Middle East; Africa; the Americas; and Asia and Pacific); or, where a staff member is assigned to another duty station within the Bank.
- 740.2.2. By 20%, where the spouse or dependant of the staff member takes up residence with the staff member at the new duty station. By a further 10% in respect of any additional dependants who take up residence with the staff member at the new duty station, up to a ceiling of 100% of the amount of the basic settling-in allowance.
- 740.3. A staff member who resigns within a year of their recruitment or reassignment shall repay the settling-in allowance on a pro rata basis calculated according to the number of months remaining in the year from their recruitment or reassignment. A staff member whose contract is terminated by the Bank within a year of their recruitment or reassignment shall not repay the settling-in allowance, unless the termination of their contract was done for disciplinary reasons, in which case they shall repay the settling-in allowance in full.

## **750. Household allowance and basic family allowance**

### **750.1. Household allowance**

- 750.1.1. Staff members recruited before 1 January 2017, who fall into one or more of the following categories, shall be entitled to a monthly household allowance equal to 6% of the staff member's basic salary, subject to a minimum household allowance of 6% of the basic salary for grade B3, step 1:
- Married staff. Where the staff member has no dependent children or other dependants, as defined in paragraphs 760.1.1 and 760.3.1 below, and their spouse has a gainful occupation, the household allowance shall only be payable provided that the spouse's income from gainful occupation is less than the basic salary for grade B3, step 1 plus the household allowance. Where the spouse's income exceeds the basic salary for grade B3, step 1 but not the combined amount of that salary plus the household allowance, the difference between the spouse's income and that combined amount shall be payable.
  - Staff members who have one or more dependent children as defined in paragraph 760.1.1 below.
  - Staff members who have another dependant as defined in paragraph 760.3.1 below.
- 750.1.2. Where two spouses who are employed by the Bank, or by the Bank and another Co-ordinated Organisation, are both entitled to the household allowance, it shall be paid to the spouse whose resulting remuneration shall be the higher, unless there is mutual agreement to the contrary.
- 750.1.3. Where two current or former spouses who are employed by the Bank have divorced or legally separated, each shall be entitled to payment of the household allowance provided that they each fall into one of the categories above.

## 750.2. Basic family allowance

750.2.1. Married staff members recruited after 31 December 2016 shall be entitled to a monthly basic family allowance, the amount of which shall be determined by the Committee of Ministers on the basis of a recommendation by the Co-ordinating Committee on Remuneration, provided that they meet the following conditions:

- The staff member's spouse is actually and habitually living with the staff member in a family unit established at the duty station; and
- The staff member's spouse has an income which is less than 50% of the basic monthly salary for grade C1, step 1 plus the amount of the monthly basic family allowance.

Where the spouse's income is equal to or exceeds 50% of the basic salary for grade C1, step 1 but not the combined amount of that salary plus the basic family allowance, the difference between the spouse's income and that combined amount shall be payable.

750.2.2. Staff members eligible for the expatriation allowance shall be entitled to double the monthly amount of the basic family allowance.

750.2.3. Eligibility for the basic family allowance shall begin on the date of the staff member taking up duty or the establishment of the family unit at the duty station, whichever is the later, and continue for the period shown below or until the dissolution of the family unit or the departure of the staff member's spouse from the duty station:

750.2.3.1. For staff members not eligible for the expatriation allowance, for five years.

750.2.3.2. Staff members eligible for the expatriation allowance, who have taken up duty from within the same geographical zone as the duty station (the geographical zones being defined as follows: Europe and Middle East; Africa; the Americas; and Asia and Pacific) shall be eligible for the full allowance for five years. For the following five years the amount shall be reduced by one-fifth each year until it reaches zero in the tenth year.

750.2.3.3. Staff members eligible for the expatriation allowance, who have taken up duty from within a different geographical zone (as defined above) than the duty station, shall be eligible for the duration of their employment, unless the staff member is a national of a country within the same geographical zone as the duty station, in which case the allowance shall be payable as provided in the immediately foregoing paragraph.

750.2.4. If a staff member is assigned to a different duty country at the initiative of the Bank, in the interests of the Bank, the Governor may decide to reset the period of payment of the basic family allowance.

750.2.5. Where two spouses who are employed by the Bank, or by the Bank and another Co-ordinated Organisation, are both entitled to the basic family allowance, it shall be paid to the spouse whose resulting remuneration shall be the higher, unless there is mutual agreement to the contrary.

## 760. Dependants' allowances

Staff members are entitled to an allowance in respect of the following categories of dependants:

### 760.1. Dependent children

760.1.1. A dependent child is defined as a birth, adopted, step- or otherwise dependent child of the staff member, for whom the staff member provides main and continuing support. For the purpose of these Rules, an "otherwise dependent" child is a child in respect of whom an adoption procedure has been initiated or an orphan dependent on the staff member, and "main and continuing support" is provided when the child is ordinarily resident with the staff member, meaning that they spend at least 50% of their time living in the staff member's household, notwithstanding absence for educational reasons.

- 760.1.2. In respect of each dependent child, one dependent child allowance (to a staff member recruited before 1 January 2017) or one dependent child supplement (to a staff member recruited after 31 December 2016) shall be paid.
- 760.1.3. Where both parents of a child are staff members of the Bank, or of the Bank and another Co-ordinated Organisation, and are living together, the dependent child allowance or supplement shall be payable to the parent who receives the household allowance, unless there is mutual agreement to the contrary.
- 760.1.4. Where both parents of a dependent child are staff members of the Bank, or the Bank and another Co-ordinated Organisation, who are not living together, the dependent child allowance or the dependent child supplement shall be payable to the parent with whom the child resides for the majority of the time. Where the child spends 50% of their time with each parent, the dependent child allowance or the dependent child supplement shall be split equally between the two parents, unless there is a court order or mutual agreement between the parents which states otherwise.
- 760.1.5. Both the dependent child allowance and the dependent child supplement shall be paid to the staff member until the dependent child reaches the age of 18.
- 760.1.6. Both the dependent child allowance and the dependent child supplement shall also be payable whilst the child is enrolled, on a full-time basis, in school or university education or vocational training, on the condition that the child is not in receipt of a monthly income which exceeds 50% of the basic salary of a staff member at grade C1, step 1, assigned to a duty station in the child's country of residence. Eligibility shall be suspended during any period of compulsory military service and shall end:
- when the child reaches the age of 26, in the case of the dependent child allowance;
  - at the end of the academic year in which the child reaches the age of 22, in the case of the dependent child supplement. This period shall be extended in the event that the child has performed compulsory military or civil service, for a period corresponding to the duration of such service.
- 760.1.7. Staff members in receipt of the dependent child supplement who are single parents shall receive one additional dependent child supplement, regardless of the number of dependent children they have. A single parent shall be understood to mean:
- a single, separated, divorced or widowed person;
  - who lives alone with one or more dependent children on a permanent and continuous basis; and
  - who financially supports the dependent child or children alone, without any financial maintenance or support from the other parent.
- 760.1.8. The amount of the dependent child allowance or supplement shall be determined by the Committee of Ministers for each duty station.

## 760.2. Disabled children

### 760.2.1. Entitlement to benefits

The Governor may decide that a staff member is entitled to the benefits set out in the subsequent paragraphs, provided that the following conditions are met:

- the staff member has a dependent child who has been medically certified as disabled and who requires special care, supervision, education or training, not provided free of charge; and
- the advisory board referred to in paragraph 760.4 below, following consultation by the Governor, has assessed the nature and severity of the child's disability as amounting to a serious and chronic impairment of the child's physical or mental capacities.

The Governor's decision shall specify the duration of the entitlement, which shall be subject to review.

#### 760.2.2. Indemnity for a disabled child / Supplement for a disabled or severely disabled child

Entitlement as defined in the foregoing paragraph shall give rise to payment of a monthly indemnity for a disabled child, in respect of a staff member recruited before 1 January 2017, or supplement for a disabled child or severely disabled child, in respect of a staff member recruited after 31 December 2016.

The amount of the indemnity for a disabled child or supplement for a disabled child shall be equal to the amount of the dependent child allowance or supplement.

For staff members recruited after 31 December 2016 whose child requires permanent care from another person, the need for permanent care being assessed by the advisory board referred to in paragraph 760.4 below, the amount of the supplement for a severely disabled child shall be double the amount payable under the immediately preceding paragraph.

#### 760.2.3. Reimbursement of educational or training expenses

Entitlement as defined in paragraph 760.2.1 above shall also give rise to reimbursement of expenses reasonably incurred in providing the child with education or training designed to meet their needs in order to obtain the best possible functional capacity. Only such expenses as are not otherwise covered by the education allowance shall be reimbursed. The rate of reimbursement shall be 90%. Any payments of the same nature or for the same purpose received in respect of the child from another source shall be deducted from the amount of the reimbursement paid under this paragraph.

#### 760.2.4. Dependent child allowance / supplement

Entitlement as defined in paragraph 760.2.1 above shall also give rise to eligibility to the dependent child allowance or dependent child supplement without limit of age, provided that the child is unable to financially support him- or herself.

The child shall be deemed to be unable to financially support him- or herself if their net annual income is less than 50% of the basic annual salary for grade C1, step 1, plus 100% of any expenses relating to the disability actually incurred by the child, where these are not covered by one or more health insurance schemes.

### 760.3. Other dependants

#### 760.3.1. Dependent relatives

Staff members recruited before 1 January 2017, who provide main and continuing support to any ascendant of their own or their spouse, or to any relative where they are legally required to do so, shall be entitled to receive the household allowance if they are not already so entitled. Such staff members shall furthermore be eligible for an allowance equal in amount to the dependent child allowance, by decision of the Governor, if the following conditions are met:

- The net household income of the staff member concerned does not exceed twice the amount of the basic salary for grade B3, step 1, having regard to the salary scale applicable to the staff member concerned;
- The dependent relative in respect of whom the allowance is claimed is over the age of retirement in their country of residence, or is unable to work due to a medically certified disability qualifying for disability status in the country of residence; and
- The dependent relative's net annual resources do not exceed 50% (70% in the case of a couple) of the basic annual salary for grade C1, step 1, according to the salary scale applicable to the country in which the dependent relative is actually resident or, if no such salary scale exists, the United Nations' salary scale. In the event that there is no United Nations salary scale for the relevant country, resources shall be assessed with regard to the cost of living in that country.

### 760.3.2. Disabled and dependent parents

Staff members recruited after 31 December 2016, who provide main and continuing support to their mother or father, shall be entitled to a supplement for a disabled and dependent parent, provided that the following conditions are met:

- The staff member's mother or father is medically certified as disabled; and
- Their overall income is less than 50% of the basic monthly salary for grade C1, step 1 according to the salary scale applicable in their country of residence; and
- The Governor decides, based on an assessment by the advisory board referred to in paragraph 760.4 below of the nature and severity of the mother or father's disability, that the staff member is entitled to the supplement.

The decision of the Governor shall establish the duration of the entitlement and any conditions for its review.

### 760.4. Assessment of disability

There shall be a Disability Board, comprising:

- a medical practitioner appointed by the Governor;
- the Director in charge of Human Resources or a representative thereof;
- a staff member appointed by the Governor for a two-year term.

The Disability Board shall assess the nature and degree of disability of a staff member's dependent child, for the purposes of paragraph 760.2.1; or parent, for the purposes of paragraph 760.3.2, with a view to making a recommendation to the Governor as to whether the relevant allowance or supplement should be paid. The Board shall also include in its recommendation its opinion as to the need for the periodic review of the circumstances of the person whose disability it has assessed.

## 770. Education allowance<sup>3</sup>

### 770.1. Eligibility

Staff members in receipt of the expatriation allowance, or whose expatriation allowance has been reduced to zero pursuant to paragraph 730.3.2 above, may request the reimbursement of certain educational costs incurred on behalf of their dependent child, within the meaning of paragraph 760.1.1 above, who is in full-time education at a school or establishment of higher education.

By way of exception, staff members who are not entitled to the expatriation allowance may receive the education allowance in respect of a dependent child, where the staff member has moved from a duty station or been recruited from another international organisation where they were in receipt of the education allowance. Eligibility for the education allowance in such circumstances is conditional upon the existence of imperative educational reasons for the child to continue with a primary or secondary educational cycle already begun at the time of reassignment or recruitment and which cannot be continued in the new duty station, and shall not exceed the duration of that educational cycle.

### 770.2. Expenditure

The following costs shall be eligible for reimbursement. They shall be determined as follows and the cumulative amount shall be reimbursed at the applicable rate, subject to the applicable ceiling, both as set

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<sup>3</sup> The following changes shall apply as from 2023 - 2024 school year: payment of daily travel costs, ancillary educational costs and round-trip travels by way of lump sums, minimum of 50 km between the staff member's home and the child's accommodation, payment of two round trips per year without condition pertaining to the child's age and their inclusion in ceilings.

out below, provided that the cumulative amount is higher than the annual amount of the expatriated child allowance payable.

#### 770.2.1. Registration, examination and tuition fees

The real cost of all registration, examination and tuition fees charged by the educational establishment shall be eligible for reimbursement.

The cost of private tuition may be included under this head, provided that the tuition is in a subject not covered in the child's syllabus but included as part of the compulsory national education in the country of citizenship of the staff member; or is required to enable the child to adjust to the curriculum or language of the institution attended. Private tuition fees shall be payable for an adjustment period of maximum two years.

#### 770.2.2. Daily travel costs

The cost of the child's daily travel to and from the educational establishment by public or school transportation shall be reimbursable, provided that such costs are actually incurred, as a lump sum amounting to 10% of the monthly amount of the dependent child supplement, payable for each month in which such costs are incurred up to a maximum of 10 months in each year.

#### 770.2.3. Ancillary educational costs

Ancillary educational costs for compulsory uniform or required books shall be reimbursable, provided that such costs are actually incurred, as a one-off lump sum amounting to 40% of the monthly amount of the dependent child supplement.

#### 770.2.4. Accommodation

Provided that the child does not live at the staff member's home and that the child's accommodation is not located within a 50-kilometre radius of the staff member's home or the home of the child's other parent, and provided that such costs are actually incurred, the cost of accommodation, whether inclusive of any meals or not, shall be reimbursable as a lump sum equal to the monthly amount of the dependent child supplement, payable for each month in which such costs are incurred up to a maximum of 10 months in each year.

#### 770.2.5. Round-trip travel

770.2.5.1. The cost of two round-trips per academic year by the dependent child between the place of the educational establishment and the staff member's duty station shall be reimbursable as a lump sum per trip, the amount of which shall be determined as follows.

770.2.5.2. The lump sum per round-trip shall be calculated on the basis of the distance, as the crow flies, of a round trip between the place of the educational establishment and the staff member's duty station, and shall be capped at the distance of a round-trip between the duty station and the place of home leave. The lump sum per round-trip shall be as indicated in the following table.

Distance in km (round-trip)	Lump sum in EUR
100-300	55.17
301-600	147.12
601-1200	257.45
1201-1800	331.01
1801-2500	367.79
2501-4200	514.91
4201-5400	551.69
5401-6600	625.24
6601-7800	735.58
7801-9000	919.48
9001 and up	1 360.82

770.2.5.3. The above table shall be revised annually by the Directorate of Human Resources.

### 770.3. Rates of reimbursement

The reimbursement of educational expenses shall be made at the rates and subject to the limits set out below.

#### 770.3.1. Standard rate

70% of the fees referred to in paragraph 770.2.1 above, plus the lump sums referred to in paragraphs 770.2.2, 770.2.3, 770.2.4 and 770.2.5.1 above, up to a ceiling of 2.5 times the annual amount of the dependent child supplement.

#### 770.3.2. Country of nationality rate (if different from country of duty)

770.3.2.1. 70% of the fees referred to in paragraph 770.2.1 above, plus the lump sums referred to in paragraphs 770.2.2, 770.2.3, 770.2.4 and 770.2.5.1 above, up to a ceiling of 3 times the annual amount of the dependent child supplement.

770.3.2.2. The country of nationality rate shall apply if the child is educated in a country of which the staff member or the other parent is a national.

#### 770.3.3. Increased rate

770.3.3.1. 70% of the fees referred to in paragraph 770.2.1 above, plus the lump sums referred to in paragraphs 770.2.2, 770.2.3, 770.2.4 and 770.2.5.1 above up to a ceiling of 4 times the annual amount of the dependent child supplement.

770.3.3.2. The increased rate shall apply if fees referred to in paragraph 770.2.1 are excessively high, that such fees are for education up to completion of the secondary cycle and that they are incurred for imperative educational reasons.

#### 770.3.4. Exceptional rate

770.3.4.1. 90% of the fees referred to in paragraph 770.2.1 above, plus the lump sums referred to in paragraphs 770.2.2, 770.2.3, 770.2.4 and 770.2.5.1 above, up to a ceiling of 6 times the annual amount of the dependent child supplement.

770.3.4.2. The exceptional rate shall apply in respect of dependent children who live with a staff member attached to an external duty station, provided that no other adequate educational establishment corresponding to the child's educational cycle is available within reasonable distance from this duty station.

770.3.4.3. The exceptional rate shall also apply in respect of dependent children with special educational needs resulting from their medically certified physical, developmental or behavioural condition, provided that educational costs incurred on behalf of the child, for imperative educational reasons, are exceptional, unavoidable and excessively high.

### 770.4. Calculation of the ceilings and lump sums

The ceilings and lump sums referred to in the foregoing paragraphs shall be calculated using the dependent child supplement payable in the country of study, provided that the country of study is also the duty country of the staff member, the country of which the staff member is a national or the country of which the child's other parent is a national. In all other cases, the dependent child supplement payable in the duty country shall be used for the purposes of calculating the ceilings and lump sums.

### 770.5. Review of the ceilings

The ceilings referred to in the foregoing paragraphs shall be adjusted in accordance with the method provided for in the appendix to the 276th report of the Co-ordinating Committee on Remuneration.

## 770.6. Deductions

- 770.6.1. Any amounts received from another source, such as scholarships, grants, State benefits or financial support, shall be deducted from the expenditure incurred for the purposes of calculating the education allowance payable.
- 770.6.2. The total annual amount of the expatriated child allowance payable, as provided for in paragraph 730.4.4 above, shall be deducted from the amount of the education allowance payable.

## 770.7. Modalities

- 770.7.1. Where the appointment of a staff member begins or ends during the course of the academic year, the education allowance shall be payable on a pro rata basis, for each full month of education after the staff member takes up duties or before the termination of the staff member's employment.
- 770.7.2. At the start of the academic year, a staff member who is eligible for the education allowance shall inform the administration of the likely expenditure for each child for that academic year (fees, daily travel costs, ancillary education costs and accommodation costs) and provide relevant supporting documents. At the end of the academic year, the staff member shall provide evidence of the expenditure (all of the aforementioned costs, plus any round-trips taken during the academic year) actually incurred over the course of the academic year still in progress, which is eligible for reimbursement. Reimbursement of costs shall be conditional upon the production of documentary evidence of the costs having been incurred, such as bills, paid invoices, tickets or receipts. The staff member shall inform the administration promptly of any change in circumstances which might affect their entitlement to reimbursement and of any allowance or reimbursement of educational costs received from any other source.
- 770.7.3. A staff member shall receive, in respect of each dependent child giving rise to eligibility for the education allowance, a monthly amount calculated on the following basis. The appropriate rate (70% or 90%) shall be applied to the cost of all registration, examination and tuition fees charged by the educational establishment. To the resulting amount shall be added the lump sums in respect of daily travel costs; ancillary educational costs; and accommodation, where applicable. The relevant ceiling (2.5 or 6 times the annual dependent child supplement) shall then be applied to the total amount. The resulting amount shall be divided by ten and shall be payable for the ten months following the start of the academic year. If necessary, the tenth instalment shall be adjusted to reflect any difference between the estimated and the actual expenditure and the costs of any round-trips taken during the academic year, which are eligible for reimbursement having regard to the applicable ceiling.

## 770.8. Beginning and end of entitlement

- 770.8.1. Entitlement to the education allowance shall begin on the first day of the month in which the child begins to attend school, provided that the child has reached the age of compulsory education in the national system followed by the school. Entitlement shall end at the end of the month in which the child leaves full-time study and shall in no case be payable once payment of the dependent child allowance or supplement has ceased.
- 770.8.2. If the child is required to perform military or civil service in the country of citizenship, eligibility for the education allowance shall be extended beyond the limit set out in the foregoing paragraph for a period of time equivalent to the duration of the compulsory military or civil service. Payment of the education allowance shall be suspended during the military or civil service.

## 780. Other allowances

### 780.1. Field mobility allowance

A staff member who is reassigned to a Council of Europe Office or a Council of Europe Programme Office, as Head of Office or Deputy Head of Office, shall receive a field mobility allowance, payable monthly for the

duration of their assignment. The monthly amount of the field mobility allowance shall be 500 Euros for a Head of Office and 250 Euros for a Deputy Head of Office.

The field mobility allowance, referred to above, is not pensionable but shall be taken into account when levying the contributions to the medical and social insurance scheme of staff members in receipt of the aforementioned allowance.

#### 780.2. Extra duties allowance

A staff member who is called upon by the Governor to take on the duties attaching to a job in the same category but in the grade immediately above, due to the prolonged absence of the incumbent, shall receive, on a monthly basis from the fourth consecutive month of such assignment, an extra duties allowance equivalent to the value of one 24-month step (or, as the case may be, one 36-month step) in the basic salary scale for the grade of the staff member taking on the extra duties. A staff member shall be asked to take on extra duties pursuant to this paragraph only on an exceptional basis and in the interests of the Bank, and the assumption of extra duties shall not exceed nine months' duration.

### 790. Historic allowances

790.1. A staff member who receives an allowance pursuant to a legal provision which has been repealed or deleted, shall continue to receive the allowance, provided that:

- the legal instrument which repealed or deleted the legal provision providing for the allowance stipulated that the payment of the allowance would continue after the repeal or deletion; and
- the staff member continues to fulfil the conditions of eligibility for the allowance.

### 7100. Other provisions applicable to allowances

#### 7100.1. Payments from another source

With the exception of the expatriation allowance; the settling-in allowance; the field mobility allowance; the extra duties allowance; and the exceptional allowance granted by the Governor, all allowances, indemnities and supplements to which staff members are entitled shall be payable after deduction of the value of any similar allowances or other assistance which the staff member or, as the case may be, their spouse, dependent child or other dependant may receive from another source, which has the same or similar purposes as the allowance, indemnity or supplement in question. The reimbursement of expenses provided for in paragraphs 760.2.3 and 770.2 above shall similarly be made after deduction of any payment or other assistance received from any other source for the same or similar purposes.

#### 7100.2. Duty to inform the Bank

Staff members in receipt of any of the allowances, indemnities, supplements or reimbursements referred to in the preceding paragraph shall report to the Bank any payments or other assistance of the same nature or for similar purposes received by them, their spouse, dependent child or other dependant, and shall furthermore immediately inform the Bank of any change in their circumstances or those of their spouse, dependent child or other dependant which may affect their eligibility to any allowance, indemnity, supplement or reimbursement of expenses. Failure to report to the Bank any of the information mentioned in this paragraph may render staff members liable to a disciplinary sanction.

#### 7100.3. Part-time work

Staff members who work part-time shall receive the allowances to which they are entitled prorated according to their working time, with the exception of the following allowances, which shall be paid in full:

- Dependent child allowance or dependent child supplement;

- Additional dependent child supplement payable to a single parent;
- Allowance in respect of another dependent relative, for staff members recruited before 1 January 2017;
- Supplement for a dependent and disabled parent, for staff members recruited after 31 December 2016;
- Indemnity for a disabled child or supplement for a disabled or severely disabled child;
- Education allowance; and
- Reimbursement of educational or training expenses for a disabled child.

The minimum amounts set in respect of the household allowance or, for staff members recruited after 31 December 2016, the basic family allowance, and the expatriation or residence allowance, shall be reduced pro rata according to the working time of staff members who work part-time.

## **7110. Recovery of undue payments**

### **7110.1. Limitation period**

The Bank shall be entitled to recover any sum unduly paid to a staff member. The Bank's request for recovery of a payment must be made within two years of the date on which the payment was made.

If the overdue payment resulted from the staff member intentionally providing incorrect information or omitting intentionally or negligently to provide relevant information to the Bank, the time limit referred to in the foregoing paragraph shall not apply.

### **7110.2. Mode of repayment**

Repayment of unduly paid sums, as provided for in the foregoing paragraphs, may be made by way of deductions from the remuneration of the staff member concerned. In deciding upon the amount of the deductions, the Governor shall take into account the social and financial situation of the person concerned.

In the event that the staff member leaves the Bank for any reason prior to an unduly paid sum being repaid in full, the outstanding amount shall become repayable immediately. Any outstanding debt shall be withheld from the staff member's final settlement. Should the final settlement be insufficient to allow the full repayment of an outstanding debt, the staff member must repay the amount due.

# STAFF REGULATIONS

## ARTICLE 8. WORKING HOURS AND LEAVE

- 8.1. The Governor shall establish the working hours of staff members and adopt specific Rules governing stand-by duty, shift work, part-time work and teleworking. Staff members who are required to work overtime shall be compensated according to the conditions and procedures established by the Governor.
- 8.2. When night work is required in the interest of the Bank, necessary arrangements shall be made by the Governor to ensure the protection of staff members' health.
- 8.3. Staff members shall be allowed annual leave under conditions prescribed by the Governor. Special leave with pay may be authorised by the Governor in justified cases.
- 8.4. To enable staff members in receipt of the expatriation allowance to take their leave periodically in their home countries (home leave), the Bank shall allow necessary travelling time for that purpose, under conditions prescribed by the Governor.
- 8.5. Staff members may be authorised to take unpaid leave under conditions prescribed by the Governor.
- 8.6. Staff members may not be absent without authorisation. Any unjustified absence may result in a corresponding deduction from their salaries and the institution of disciplinary proceedings.
- 8.7. In exceptional circumstances, staff members may be dispensed from duties in the interest of the Bank, under conditions established by the Governor.

## Staff Rules

### 810. Working hours

- 810.1. The working hours correspond to no less than 7 hours and 45 minutes per working day and 38 hours and 45 minutes per working week. The working day shall start no earlier than 7:00 a.m. and end no later than 10:00 pm, including a lunch break of minimum 30 minutes.
- 810.2. The Governor's and the Vice-Governors' offices and CEB drivers are subject to special working hours. The provisions regarding compensation shall apply where these special working hours entail overtime.
- 810.3. Absences for medical appointments (excluding annual medical check-ups and appointments linked to maternity) are authorised for maximum two hours a month. Any overrun of this monthly quota will be accounted for in the form of uncertified sick leave (limited to six days per annum).
- 810.4. All authorised periods of absence shall be recorded by staff members in the leave and teleworking management system.
- 810.5. Directors are responsible for organising the management of working hours within their entity.

### 820. Part-time work

#### 820.1. Definition

Part-time work means any reduced working time arrangement whereby a staff member is authorised to work 50%, 60%, 70%, 80% or 90% of the working hours together with a corresponding salary reduction.

#### 820.2. Authorisation to work part-time

- 820.2.1. Authorisation to work part-time may be granted by the Director in charge of Human Resources in response to a reasoned request submitted by the staff member. The Director in charge of Human Resources shall give due consideration to the requirements of the service and the nature of the reasons set forth.
- 820.2.2. The timetable shall be agreed with the concerned Director.
- 820.2.3. Authorisation to work part-time shall in principle be given for a period of one year and tacitly renewed every year; the decisions not to renew such authorisation or to renew the authorisation with different working time arrangements shall be subject to a three-month notice period.
- 820.2.4. Authorisation shall be maintained for the duration of maternity and adoption leave. Pregnant staff members may not request an increase in their working hours; they may, however, request a reduction. Beneficiaries of maternity or adoption leave may, at the end of that leave, request a modification of their part-time working hours or a suppression of the authorisation, subject, for those staff members working half-time, to the below provisions on the reinstatement in a full-time job.

#### 820.3. Seniority

- 820.3.1. In calculating seniority for a step or any other entitlement based on length of service, except as regards pension rights, a period during which the staff member has worked part-time (i.e. 50%, 60%, 70%, 80% or 90% of normal working hours) shall be counted at 100%.

#### 820.4. Leave

- 820.4.1. A staff member working part time shall be entitled to the following leave on a prorated basis in accordance with their working time:
  - annual leave;

- home leave;
- leave to take care of sick children and
- maximum length of uncertified sick leave.

820.4.2. Staff members authorised to work 80% or 90% of normal hours may work full-time and acquire additional days of leave in compensation. These days of leave must be taken during the period covered by the authorisation to work part-time.

## 830. Overtime and night work

### 830.1. Overtime

#### *Definition and basic principles*

- 830.1.1. Overtime means any hours worked outside the applicable working hours on the request of Directors or any other competent authority to meet service requirements.
- 830.1.2. Travelling time to the place of work or to make an official journey, hours worked on duty from Monday to Friday while away and participation in a conference, ceremony or official visit shall not constitute overtime.
- 830.1.3. Hours worked on the occasion of a Bank's meeting away from headquarters on Saturdays, Sundays, public holidays or other official holidays fixed by the Governor shall be considered to be overtime when they exceed half a day.
- 830.1.4. Work on Sundays, public holidays and other official holidays or any overtime which may give rise to financial compensation shall require the authorisation of the Director in charge of Human Resources.
- 830.1.5. Overtime shall be kept to a minimum. Total overtime required of a staff member shall not exceed 15 hours per week and 30 hours per month. In exceptional cases this monthly limit may be exceeded provided that the staff member does not work more than 150 hours of overtime per half year.

#### *Compensation*

- 830.1.6. Overtime worked by staff in categories A and L shall not give rise to compensation. However, in exceptional cases compensatory time off may be granted to staff of these categories if they are repeatedly required to perform very considerable amounts of overtime.
- 830.1.7. Overtime worked by staff in categories B and C shall entitle them to compensatory leave.
- 830.1.8. If the requirements of the service are such that compensatory leave cannot be granted an allowance in lieu may be paid to staff in category C and grades B1, B2 and B3.
- 830.1.9. Overtime shall not qualify for compensation unless it exceeds 30 minutes.
- 830.1.10. Overtime worked by staff in categories B and C shall entitle them to compensation in accordance with the conditions set out below:
- every hour of overtime shall entitle the staff member to a corresponding period of compensatory leave; if the overtime is worked on a Sunday, a public holiday or between 10:00 p.m. and 7:00 a.m. the compensatory leave shall be increased by 50%. Such leave shall be granted in the week or weeks following the overtime;
  - if the requirements of the service are such that full compensatory leave cannot be granted staff members concerned shall receive, in the cases provided for above, overtime payment at the rate of 0.06% of the average annual salary of the staff member's grade increased by 50% for work done on Sundays and public holidays or between 10:00 p.m. and 7:00 a.m.
- 830.1.11. Compensation for overtime may not, except for drivers, be given solely in the form of a payment and compensatory leave must be taken for at least 20% of the total monthly overtime.

- 830.1.12. Compensation may not be granted for more than 20 hours per month. Nevertheless, certain staff members working in special conditions and whose work regularly exceeds the working hours of staff in general may, by virtue of a decision by the Governor, claim payment for a maximum of 30 hours of overtime per month or a lump sum allowance the amount of which shall be fixed by the Governor and not exceed the equivalent of 30 hours overtime.
- 830.1.13. Members of staff on shift work shall not be entitled to compensation if the duration of their work, calculated over a three-monthly period, does not exceed that of the other members of staff. However, where this is justified by the regular nature of the shifts and other circumstances, the Governor may grant a monthly lump sum payment or additional leave to such members of staff for particularly long periods of work performed at night or on Sundays.

## 830.2. Night work

- 830.2.1. Night work is any work done between 10:00 p.m. and 7:00 a.m. on the instructions of the competent authority.
- 830.2.2. Night work shall require the prior authorisation of the Director in charge of Human Resources.
- 830.2.3. Night work may not be prejudicial to the daily rest of staff members, which must average at least 11 hours over the course of a working week, and may not be less than eight hours.
- 830.2.4. In no circumstances may pregnant women be required to do night work.
- 830.2.5. No staff member may be called upon to perform night work regularly without undergoing a prior medical examination.

## 840. Teleworking

### 840.1. General principles

- 840.1.1. Teleworking is a way of performing duties outside the premises of the Bank, with the help of information and communication technologies. Performing duties whilst on mission shall not be considered as teleworking.
- 840.1.2. Teleworking is not a right or entitlement. At the staff member's request, teleworking may be authorised by the Bank in accordance with this Rule.
- 840.1.3. This Rule shall also apply to temporary staff members and interns.
- 840.1.4. Staff members may only be authorised to telework if:
- the nature and exercise of their duties permit teleworking;
  - the requested teleworking is compatible with organisational and efficiency-related service requirements;
  - the requested teleworking is compatible with the accomplishment of assigned annual performance objectives.
- 840.1.5. Under exceptional circumstances, staff members may be required to telework by the Bank.
- 840.1.6. Teleworking staff members shall have the same rights and obligations, as set out in the Bank's internal regulatory instruments, as staff members working at the Bank's premises.
- 840.1.7. Teleworking, as a means to reconcile professional and private life, shall not result in an increasing workload and shall not hamper the staff members' right to disconnect from work during non-working hours.
- 840.1.8. The Corporate Services Directorate shall monitor teleworking at the Bank and ensure the compliance of teleworking with this Rule. The Corporate Service Directorate may issue guidelines to provide practical guidance.

## 840.2. Duration of teleworking

- 840.2.1. Teleworking is possible for one or two recurrent days per week. For punctual situations, ad hoc teleworking days, within an overall limit of 50% of staff's effective working time, are possible, separately or as a complement to recurrent days.
- 840.2.2. Exceptional teleworking may be required by the Governor or the Director for Corporate Services due to exceptional circumstances or granted by Human Resources upon duly justified requests by staff. The maximum duration of teleworking does not include exceptional teleworking.

## 840.3. Conditions of authorisation

- 840.3.1. The staff member shall submit a request in the CEB leave and teleworking management system, and specify the teleworking place, if the staff member teleworks in a place different from that they have declared to the Bank.
- 840.3.2. The request may be approved by the supervisor after their assessment of the request and compatibility with the functions. Where the teleworking request is denied, the supervisor shall justify their decision in an email, with the Director concerned and the Head of Human Resources in copy.
- 840.3.3. In case of recurrent teleworking, the agreement shall be formalised by an exchange of emails between the staff member and their supervisor, with the Director concerned and the Head of Human Resources in copy. In their request, the staff member shall specify the following: recurrent days of teleworking (or at least number of teleworking days per week), place of teleworking, telephone number, date of entry into force and termination of the agreement. The agreement shall be concluded for up to one year and tacitly renewed.
- 840.3.4. The staff member is responsible for updating regularly and in due time the CEB leave and teleworking management system, including any change to the teleworking agreement.
- 840.3.5. In the event of home leave or official journey (missions, training), staff members may be authorised to start their journey from their teleworking place. Such authorisation shall be given by the staff members' supervisor.

## 840.4. Teleworking location

- 840.4.1. Teleworking shall be performed in the duty country, at the location staff members declare to the CEB.
- 840.4.2. However, with the supervisor's express authorisation, teleworking may be carried out at another location provided that this is located in a CEB member state. Staff members nevertheless retain their formal residence in the duty country and bear sole responsibility for any additional liabilities, including but not limited to those of a fiscal or social contribution nature, resulting from their teleworking abroad.
- 840.4.3. Teleworking outside of the CEB Member States may only be carried out in exceptional circumstances with the supervisor's and the Head of Human Resources' express authorisation.

## 840.5. Working duration and hours of work

- 840.5.1. Working duration and hours of work at the Bank shall apply to teleworking staff members except otherwise agreed upon with their supervisor.
- 840.5.2. In the event of teleworking abroad, hours of work shall be set in such a way as to minimise, as far as possible, the effects of any time difference between the teleworking place and the staff member's duty country.

#### 840.6. Costs and liabilities

- 840.6.1. In the event of home leave or official journey (missions, training), when staff members are authorised to start their journey from their teleworking place, the expenses incurred shall be paid in advance or reimbursed insofar as they do not exceed the expenses that would have been applicable, had the journey started from the premises of the Bank.
- 840.6.2. The Bank may grant a lump sum to staff members to subsidise costs of ergonomic equipment.
- 840.6.3. The Bank shall not be liable for material damage resulting directly or indirectly from teleworking or for any injuries to third parties resulting directly or indirectly from teleworking, irrespective of their insurance coverage.
- 840.6.4. Staff members shall be solely responsible for all liabilities deriving from teleworking arrangements, including any tax-related issues.

#### 840.7. Health and safety

- 840.7.1. Staff members shall ensure that the teleworking workspace is safe, secure from all perspectives, conducive to concentration and set up with ergonomically adequate equipment. Staff members agree to make the teleworking place available for inspection, if necessary.
- 840.7.2. Any accident proven to have occurred while a staff member is performing professional duties during the agreed hours and at the approved place of teleworking shall be considered as a work accident, subject to compliance with this Rule and any other applicable internal regulatory instrument of the Bank.
- 840.7.3. Staff members may complete a part or the totality of their working time through teleworking, on the recommendation of the Bank's doctor(s) and after consultation with the supervisor and the Director concerned, provided that it is compatible with the staff member's functions. This authorisation shall not be given for more than two months at a time. The conditions for teleworking for health reasons may only be amended after consultation with the Bank's doctor(s).

#### 840.8. Changes or termination of teleworking agreements

- 840.8.1. Where the interests of service so require, staff members may exceptionally, and with reasonable notice, be required by their supervisors to be present on the premises of the Bank or on any other designated premises, on days where they are scheduled to telework. This shall not give rise to any compensation to staff members.
- 840.8.2. A teleworking agreement may be suspended with immediate effect due to health or safety hazards at the teleworking place.
- 840.8.3. A teleworking agreement may be terminated at any time by the supervisor in conjunction with the Director concerned, or by the staff member concerned, at one month's notice.
- 840.8.4. In case of performance reasons, a teleworking agreement may be terminated by the supervisor in conjunction with the Director concerned, at one week's notice.

## 850. Leave

### 850.1. Annual leave

- 850.1.1. Staff members shall be entitled to annual leave of two and a half working days per month of service plus two additional days' annual leave, on a pro rata basis per completed month of service and part-time work.

#### *Conditions governing annual leave*

- 850.1.2. Timing of leave shall be subject to the needs of the Directorate or entity to which a staff member is assigned.
- 850.1.3. Annual leave must be taken as far as possible during the course of the year for which it is due. Any leave remaining at the end of the year must be taken no later than 31 December of the following year. Supervisors shall ensure that staff members under their authority comply with these rules.
- 850.1.4. On the expiry of the aforesaid 31 December time limit, any remaining leave shall be cancelled unless staff members have undergone a protracted illness, been absent on maternity or adoption or parental leave or been prevented from taking all their leave by duly substantiated circumstances of an exceptional nature.
- 850.1.5. A request to carry forward such leave shall be submitted to the Director in charge of Human Resources in due time.
- 850.1.6. As an exception, staff members may place their annual leave entitlement they have not used within the required deadline in a Leave Savings Account. The maximum total number of days which may accumulate in this account is 60 days. These days shall be used up in full before the staff member leaves the Bank, on dates taken in agreement with the staff member's supervisor (except in the event of serious and unforeseeable family events).

#### *Annual leave in July and August*

- 850.1.7. Staff members must take at least 15 working days between 1 July and 31 August each calendar year, against their annual leave.
- 850.1.8. This minimum duration of leave to be taken between 1 July and 31 August is reduced pro rata for staff employed by the Bank for less than one year.
- 850.1.9. Travelling time, which is added to annual leave, must also be taken during the same period.
- 850.1.10. Any exception is subject to a request being submitted to the Director in charge of Human Resources.

#### *Travelling time*

- 850.1.11. Staff members, recruited after 1 January 2012, who receive an expatriation allowance or whose expatriation allowance has been reduced to zero pursuant to paragraph 730.3.2, and whose home is more than 350 km from their duty station, shall once a year be entitled, in addition to annual leave, to travelling time for a journey to and from their home, calculated according to the following table:

<b>Distance between the staff member's home and duty station</b>	<b>Travelling time for the return journey (in days)</b>
350-600 km	1
more than 600km	2

- 850.1.12. Staff members, recruited before 31 December 2011, who receive an expatriation allowance or residence allowance and whose home is more than 80 km from their duty station, shall once a year be entitled, in

addition to annual leave to travelling time for a journey to and from their home, calculated according to the following table:

<b>Distance between the staff member's home and duty station</b>	<b>Travelling time for the return journey (in days)</b>
80-300 km	1
301-600 km	2
601-900 km	3
more than 900 km	4

#### *End-of-contract settlement of annual leave*

- 850.1.13. Staff members should take all their annual leave before the expiry of their contract. Days which the staff member fails to take before leaving the Bank shall not give rise to any financial compensation.
- 850.1.14. Where it proves impossible, for health reasons, for staff members to take all their annual leave before the expiry of their contract, they shall be entitled to payment for each day of leave not taken.
- 850.1.15. If, on leaving the Bank, staff members have not completed the number of months of service corresponding to the number of days of leave they have taken, the remuneration corresponding to the excess amount of leave shall be deducted from their salary.

#### 850.2. Long service leave

- 850.2.1. Staff members who have completed at least 20 years of service in the Bank shall be entitled to annual leave on the grounds of length of service<sup>4</sup>, calculated as follows:
- 1 day per annum as from the 20<sup>th</sup> year of service;
  - 2 days per annum as from the 25<sup>th</sup> year of service;
  - 4 days per annum as from the 30<sup>th</sup> year of service.

For determining long service leave, the following periods shall be counted as periods of full-time work: work on part-time, unpaid leave for family or health reasons, parental leave, work as a temporary staff member.

#### 850.3. Public holidays and other official holidays

- 850.3.1. Staff members shall be entitled to 16<sup>1/2</sup> public or other official holidays per annum. The dates of these holidays shall be fixed each calendar year by decision of the Governor.
- 850.3.2. No compensation shall be granted for a public holiday or other official holiday missed because of sick leave or part-time work.

#### 850.4. Home leave

- 850.4.1. Staff members in receipt of an expatriation allowance or whose expatriation allowance has been reduced to zero pursuant to paragraph 730.3.2 shall be entitled to eight working days of home leave for every two-year period of service, except where, at the time of their appointment or transfer, staff members had solely the nationality of the country in which they are employed, to the exclusion of any other nationality.

<sup>4</sup> The length of service to be taken into account shall be calculated on a pro rata basis per completed month of service and part-time work.

- 850.4.2. For the purposes of determining the total qualifying period of home leave, staff members' home shall be determined at the time of their recruitment. It shall be the place with which they have the closest ties: the place of residence of the staff members' parents or closest relatives. Failing that, regard may be had to the staff members' last place of permanent residence before their recruitment or to other relevant criteria. The place concerned shall be located in one of the Bank's Member States (except in the case of staff members recruited before 1 January 2005 whose home, for the purposes of home leave, was established outside the Member States at the time of their recruitment).
- 850.4.3. The probationary period is included in the periods of service qualifying a staff member for home leave, as are any uninterrupted periods of service on long-term temporary contracts immediately preceding the probationary period.
- 850.4.4. Home leave shall be due only in respect of periods during which the expatriation allowance was payable. No home leave shall be due in respect of a period of unpaid leave or parental leave. Entitlement to home leave shall be suspended throughout the duration of unpaid leave or parental leave.
- 850.4.5. Staff members recruited in the course of the year shall be credited with home leave in proportion to the number of months remaining until the end of the calendar year.
- 850.4.6. In the event of departure of the staff member before the end of the two-year reference period, the home leave entitlement accrued in proportion to the period of service completed shall be added to the annual leave entitlement.
- 850.4.7. Any request for exceptional postponement of home leave shall be submitted to the Director in charge of Human Resources as soon as the circumstances justifying such postponement arise and in any event before the expiry of the time limit mentioned in the preceding paragraph.

## 850.5. Short periods of paid special leave

### *Authorisation of short periods of absence without suspension of remuneration*

- 850.5.1. Staff members may be granted an authorisation to be absent for a short period when exceptional circumstances of a personal nature temporarily prevent them from exercising their functions.
- 850.5.2. Human Resources shall consider in each individual case whether the request is acceptable by reason of the motive cited and the supporting documents presented, and shall inform the staff member concerned of the decision taken in response to the request.

### *Grounds for authorisation of short periods of absence*

Marriage or conclusion of a civil union (PACS) <sup>5</sup> or equivalent <sup>6</sup> by a staff member	4 days
Birth or adoption of a child <sup>7</sup>	3 days
Multiple birth	5 days
Marriage of a child	3 days
Marriage of a parent/grandparent <sup>8</sup>	1 day
Staff member moving house	Up to 2 days/year
Spouse or partner seriously ill <sup>9</sup>	Up to 3 days

<sup>5</sup> "Attestation d'engagement dans les liens du Pacte Civil de Solidarité" (PACS certificate).

<sup>6</sup> The term "equivalent" covers identical situations under jurisdictions other than France (to be proven).

<sup>7</sup> For whichever parent does not benefit from maternity or adoption leave.

<sup>8</sup> The parent may be a parent, grandparent or great grandparent.

<sup>9</sup> Partner here means a person having concluded a "Pacte Civil de Solidarité" (PACS) or equivalent with the staff member, or who produces a certificate of "concubinage" (certifying that they live together).

Child seriously ill	Up to 3 days
Parent/grandparent seriously ill <sup>10</sup>	Up to 3 days
Death of spouse, partner <sup>11</sup> or child	4 days
Death of a parent or sibling	2 days
Death of grandparent or great-grandparent	2 days
Death of a brother-, sister- or parent-in-law	Up to 2 days
Electoral duty (where voting takes place on a working day and where voting by post or by proxy or in a consulate located in the city of the staff member's duty station is not allowed)	1 day
Trade union leave	1 day
Illness (without medical certificate)	Up to 6 days/year
Child's illness/medical appointment (until 16 years old)	Up to 6 days/child/year
Job search or training <sup>12</sup>	Up to 10 days

850.5.3. In the case of leave of absence to move house, to marry or conclude a PACS or equivalent or for a death in the family, the days of leave authorised may be split. If a death occurs during the staff member's annual leave, the staff member may benefit from the corresponding leave of absence, which shall be credited to their annual leave within the limits stipulated above.

#### *Travelling time*

850.5.4. Travelling time may be granted, where appropriate, in the following cases: serious illness or death of close relatives (including partners), change of address (removal), transfer to a country other than the one where the staff member previously worked, or leave for trade union purposes. In other cases, travelling time may be granted by decision of the Governor.

850.5.5. Where the distance between the place of the event for which authorisation of absence is granted and the staff member's duty station is more than 350 km, travelling time may be granted by a special decision considering the circumstances which justified the authorisation of absence. Total travelling time for the return journey shall be determined as follows:

<b>Distance between the staff member's duty station and the place of the event</b>	<b>Travelling time for the return journey (in days)</b>
350-600 km	1
more than 600km	2

#### *Other grounds for authorisation of short periods of absence*

850.5.6. Where authorisation of absence is requested for reasons other than those listed in the above table, Human Resources shall decide in each individual case whether the request is acceptable by reason of the motive cited and whether the authorisation may be granted without suspension of the salary and allowances payable to the staff member concerned.

<sup>10</sup> The concept of "serious illness" applies to situations where the patient is hospitalised or in a condition necessitating intensive care, notably, in the case of an adult, when the person is housebound and incapable of looking after themselves.

<sup>11</sup> Partner here means a person having concluded a "Pacte Civil de Solidarité" (PACS) or equivalent with the staff member, or who produces a certificate of "concubinage" (certifying that they live together).

<sup>12</sup> Job search or training leave may be granted by the Governor or the Director in charge of Human Resources to help a staff member to find another job, in the event a fixed-term contract is not renewed, or during the notice period in the event of a termination of contract by the Governor.

### *Special leave to care for sick children*

- 850.5.7. The parents of, as well as the staff members responsible for, one or more children under 16 years of age who live at their home, may be granted short leave of up to six days per annum for each child if the child contracts a minor illness, or undergoes a course of medical treatment, or if the staff member's presence near the child is strictly necessary. By decision of the Governor and after examination of each case, such leave may also be granted, irrespective of the child's age, if they are medically certified as suffering from a handicap. In this case the duration of the leave may be extended to up to 12 days per annum.
- 850.5.8. Where both parents are Bank staff members and the children live at their common home, this leave should in principle be used half and half by each parent. When the children are in the care of only one of the two parents, the parent who has the care has priority for the use of the leave.
- 850.5.9. Authorisations of absence granted in connection with a child's serious illness shall not be considered for the purpose of this leave to care for sick children.
- 850.5.10. When the sick child is under 12 years of age the staff member must imperatively produce a medical certificate attesting the child's illness on their third day of absence. When the sick child is between 12 and 16 years of age, the staff member must imperatively produce a medical certificate attesting the child's illness on their first half-day of absence.
- 850.5.11. Proof of attendance at a consultation shall not be deemed to justify an absence. As a general rule, staff shall arrange absences for medical or dental appointments of their children outside core time. Where that is not possible, a staff member may be authorised to accompany the child to a doctor or dentist during core time by their hierarchical superior up to twice per month, each time for one hour, provided this absence is compatible with the needs of the Bank and the staff member makes this time up. Such absences need not be notified to the competent unit within the Directorate of Human Resources.
- 850.5.12. Certified attendance at medical examinations entailing a half day's or a full day's absence (such as a full medical check-up) shall be considered as giving rise to special leave to care for sick children, provided the certificate is submitted within the time-limit and stipulates the duration of the attendance.

### 850.6. Sick leave

#### 850.6.1. Notification of absence

Staff members who have to be absent for health reasons shall inform their supervisor thereof as early as possible, and indicate the anticipated duration of the absence, if known. The same applies in the event this absence is prolonged.

#### 850.6.2. Uncertified sick leave

- 850.6.2.1. Where the absence of staff members, owing to sickness or accident, does not exceed three consecutive days, staff members shall not be required to produce a medical certificate unless and until their total uncertified sick leave in any one calendar year exceeds six working days.
- 850.6.2.2. Any further absence not justified by a medical certificate providing for the duration of absence or sick leave notice, shall entail regularisation through corresponding deduction from the staff members' annual leave entitlement or, if it has already been used up, their salary.

#### 850.6.3. Certified sick leave

- 850.6.3.1. Staff members absent from duty for reasons of sickness or accident shall send Human Resources within 48 hours of stopping work, save in cases of force majeure, the original of the medical certificate prescribing work stoppage and specifying its probable duration.

- 850.6.3.2. Staff members affiliated to the French Social Security scheme shall also send, within the same time limit, all necessary documents to their Social Security centre, as required under French law, and the employer's copy to Human Resources.
- 850.6.3.3. Staff members shall comply with their doctor's instructions as regards the hours during which they may go out, and to reside on a permanent basis at their usual address provided to Human Resources. In exceptional cases and provided that the move is medically justified and that the procedure set out in guidelines has been complied with, they may request the authorisation of the doctor designated by the Bank to reside temporarily at another address.
- 850.6.3.4. If the certified sick leave is prolonged, the staff member shall ensure that the successive medical certificates cover the entirety of the absence, without interruption. A period of annual leave may not interrupt a period of absence for health reasons. Except where it is clearly impossible for the doctor who issued the initial sick leave to do so (absences or emergencies), or where the beneficiary is receiving specialist care, notices of prolongation of sick leave shall be issued by the same doctor as issued the initial medical certificate.
- 850.6.3.5. Any staff member who has been absent from duty following a work accident or an occupational disease, or for more than twenty-one consecutive days owing to sickness, shall be examined by the Bank's doctor(s) not later than the day following that on which they resume duty.
- 850.6.3.6. In case of certified sick leave occurs during a period of annual leave, the corresponding annual leave shall be cancelled, provided that the staff member concerned so requests and immediately informs the Human Resources accordingly. Where a certified sick leave occurs on a public holiday, an official non-working day or a day not worked for reasons of part-time work, these days shall not be carried over.

#### 850.6.4. Maintenance of salary and allowances

- 850.6.4.1. Staff members absent for medically established health reasons shall receive their full monthly salary and allowances for a total of 12 months from the beginning of absence. After this first period and for up to the subsequent 6 months, staff members shall receive 50% of their salaries and allowances.<sup>13</sup>
- 850.6.4.2. However, where the temporary incapacity for work results from a health issue or disease listed below (Long-term illnesses or "LTI"),<sup>14</sup> staff members shall be entitled, for a maximum period of 36 months, to maintenance of their monthly salary and allowances, under the following conditions:
- for the first 18 months, 100% of salary and allowances
  - for the following 18 months, 80% of the salary and allowances.<sup>15</sup>

Disabling cerebrovascular accident (stroke)	Hereditary metabolic disorders requiring long term specialist treatment
Aplastic anaemia	Cystic fibrosis
Chronic and progressive arterial disease (including coronary artery disease) with clinical symptoms of ischemia	Severe chronic renal disease and primary nephrotic syndrome
Complicated schistosomiasis; poorly tolerated congenital heart disease, severe heart failure and severe valve heart disease requiring surgery	Paraplegia

<sup>13</sup> Household allowance, basic family allowance, residence or expatriation allowance, cost and conditions of living allowance, work compensation allowance, overtime and back pay.

<sup>14</sup> Subject to agreement between the Insurer and the CEB Medical Advisor, this list may be expanded should other illnesses be recognised by e.g. the French Social Security as being of a comparable degree of seriousness and requiring similar longer-term treatment.

<sup>15</sup> From the 19th to the 36th month, the amount corresponding to 80% of the salary and allowances shall be paid by the Insurer to the Bank which shall, by subrogation, pay it back to the staff member concerned.

Chronic active liver diseases and cirrhosis	Polyarteritis nodosa, systemic lupus erythematosus, progressive scleroderma
Severe primary immunodeficiency requiring long term treatment, infection with the human immunodeficiency virus [HIV]	Severe progressive rheumatoid arthritis
Complicated diabetes	Psychosis; severe personality disorder; mental retardation; severe and progressive depressive syndrome, requiring hospitalisation
Severe forms of neurological and muscular disease (including myopathy)	Chronic active ulcerative colitis and progressive Crohn's disease
Severe epilepsy	Disabling multiple sclerosis
Homozygous haemoglobinopathy	Progressive structural scoliosis (25° or greater) prior to spinal maturation
Haemophilia	Severe ankylosing spondylitis
Severe hypertension	After-care following organ transplant
Severe chronic pulmonary insufficiency	Active tuberculosis
Leprosy	Malignant tumour or malignant disease of the lymphatic or haematopoietic system
Alzheimer's disease and other forms of dementia	Complications following a serious accident
Parkinson's disease	

850.6.4.3. Whatever their situation, staff members shall not be entitled to maintenance of their salary and allowances for a period of more than 36 months, even when their health led to their being governed first by 850.6.4.1 then by paragraph 850.6.4.2 above, or conversely. However, the total period of absence covered shall be unlimited in the event of a work accident or an occupational disease (until stabilisation of the staff member's state of health).

850.6.4.4. Any period of part-time sick leave for health reasons and any relapse lasting more than 30 days during the 9 months following the return to work shall be taken into account in calculating the total period of absence. The latter provision shall not apply where a new period of sick leave results from an accident or a different cause. Periods of part-time sick leave for health reasons, irrespective of the staff member's working arrangements, shall be counted as full-time absences.

850.6.4.5. The salary and allowances perceived during a sick leave shall not be higher than that which the staff member received when working full time or part-time. Any amount paid by the national medical and social security system in respect of a period of incapacity for work shall be deducted from the amounts due by the Insurer.

850.6.4.6. The maintenance of salary and allowances shall cease in the event of resumption of full-time work, or when the Insurer or the doctor designated by the Bank, as applicable, considers that the staff member is able to resume a full-time paid activity, on the first day of the calendar month following the staff member's 65<sup>th</sup> (or 67<sup>th</sup>) birthday, in the event of recognition of permanent and total disability, on the expiry of the staff member's contract with the Bank or on date of the staff member's death.

850.6.4.7. With respect to the rules governing salary and allowances during absence for health reasons, more favourable arrangements may be made in each individual case by the Governor.

#### 850.6.5. Part-time sick leave for health reasons

850.6.5.1. Following a period of sick leave, a staff member may, where so advised by their medical practitioner and after a favourable opinion from the Bank's doctor(s), be authorised by the Director in charge of

Human Resources, on medical grounds, to resume their duties on a part-time basis for no less than 50% of the staff's normal working hours.

850.6.5.2. The Bank's doctor shall determine the conditions of the resumption of work, if necessary, in consultation with the staff member's Directorate.

850.6.5.3. Periods of part-time sick leave for health reasons shall be considered as periods of absence for health reasons and shall be subject to the same rules as those governing fulltime sick leave.

#### 850.6.6. Leave for a course of medical or healing treatment ("cure")

850.6.6.1. A prescription to stop work in order to follow a course of hydrotherapy or thalassotherapy treatment shall confer entitlement to sick leave when it has been approved by the Bank's doctor, or in the case of officials affiliated to the French Social Security scheme, by the French Social Security's medical officer.

#### 850.6.7. Annual leave entitlement

850.6.7.1. Periods of sick leave of a duration less than or equal to 120 days shall be taken into account to calculate annual leave entitlement in the same way as periods worked.

850.6.7.2. Where this duration is exceeded, periods of sick leave shall not be taken into account to calculate annual leave entitlement.

850.6.7.3. Where the sick leave results from a work accident or an occupational disease, periods of sick leave of a duration less or equal to 180 days shall be taken into account to calculate annual leave entitlement in the same way as periods worked. Beyond that and up to the 365th day, these periods shall be treated as part-time work (50%) for the purpose of calculating annual leave entitlement. Where this duration is exceeded, periods of sick leave shall not be taken into account to calculate annual leave entitlement.

850.6.7.4. Periods of part-time sick leave for health reasons with working time greater than 40% shall, for the purposes of calculating annual leave entitlement, be treated as periods of work. Where part-time working is less than or equal to 40%; the staff member's working time shall be considered as part-time work (50%) for the purposes of calculating annual leave entitlement and the number of days of leave taken.

850.6.7.5. Should a staff member be absent for health reasons for more than 60 days in a calendar year, any remaining annual leave entitlement may be carried over to the following year.

#### 850.6.8. Medical examinations

850.6.8.1. Staff members may be required to undergo a medical examination by the Bank's doctor(s) and may as a consequence be placed on sick leave if their state of health so requires. The Bank's doctor(s) may ask them to seek treatment from a doctor of their choice.

850.6.8.2. Staff members who have been declared temporarily unfit for work by the Bank's doctor(s) shall not resume work until they have been examined and declared fit for work by the Bank's doctor.

850.6.8.3. Staff members on sick leave may be required to undergo a medical examination by the Bank's or insurance company's doctor, with the aim, amongst other things, of verifying that sick leave is duly justified. Staff members deemed fit for work following a medical examination at the Bank's or Insurer's request, or staff members who could not be examined on account of their absence, refusal to be examined or failure to attend the examination, are required to resume work on the date stipulated by the doctor who performed the examination. They shall also be required to undergo an examination by the Bank's doctor to determine their fitness for work.

850.6.8.4. Failing staff members' return to work, they shall be placed on annual leave or unpaid leave if their annual leave entitlement has been used up. Staff members deemed fit to return to work following

an inspection may challenge this decision before an ad hoc board comprising the Bank's or Insurer's doctor, as applicable, the staff member's doctor and a third doctor chosen by the other two doctors.

#### 850.6.9. Termination of a staff member's contract on account of disabling illness

- 850.6.9.1. The employment contract signed by the beneficiary shall remain in force (until the expiry date in the case of fixed-term contract and at the latest up to the regulatory age-limit), whatever the duration of the illness. The contract may be terminated before the expiry date where there is proof that the beneficiary's physical or psychological condition renders him or her permanently and totally incapable of fulfilling its terms.
- 850.6.9.2. Such incapacity shall be attested in accordance with the procedures laid down in the Bank's Pension Scheme Rules for the award of an invalidity pension.
- 850.6.9.3. Beneficiaries who are unable to resume work at the end of the period of payment of salary stipulated under paragraph 850.6.4 shall be placed de facto on unpaid leave, in which case they shall come under the provisions applicable in such matters.

#### 850.7. Maternity

##### *Pregnancy*

- 850.7.1. A pregnant staff member shall notify Human Resources that she is pregnant before the end of the third month of pregnancy by means of a medical certificate (for instance, the certificate of the first prenatal examination in France), stipulating inter alia the due date or the presumed date of conception.
- 850.7.2. From the beginning of the third month of pregnancy, provided Human Resources has been notified thereof, maximum daily working time shall be limited to 6 hours 45 minutes, to prevent excessive fatigue.
- 850.7.3. From the beginning of the seventh month of pregnancy, any official journey by a pregnant beneficiary shall require the approval of the Bank's doctor(s). Approval requests shall be submitted at the latest 10 working days before the beginning of the official journey and shall be accompanied by a medical certificate issued by the doctor monitoring the pregnancy attesting that the beneficiary's state of health allows her to make an official journey. Any refusal by the Bank's doctor(s) shall be transmitted to the beneficiary's supervisor and to Human Resources.

##### *Maternity leave*

Situation	Prenatal leave	Post-natal leave
Beneficiary with no children or who has already given birth to one child born alive or whose household already has one dependent child	6 weeks	10 weeks
Beneficiary who has already given birth to two children born alive or whose household already has two or more dependent children	8 weeks	18 weeks
Beneficiary expecting twins	12 weeks	22 weeks
Beneficiary expecting triplets	24 weeks	22 weeks

- 850.7.4. If the child is born before the due date, the dates of leave initially scheduled shall remain unchanged. If the child is born after the presumed due date, the leave shall be extended by the number of days'

delay. If the child has to be hospitalised at the time of birth and the hospitalisation continues beyond the sixth week, the beneficiary may resume work and postpone her remaining maternity leave entitlement to the end of the hospitalisation.

- 850.7.5. Except for the maternity leave adaptation arrangements given below, the dates of maternity leave are fixed. The beneficiary on maternity leave shall not be authorised to work during said leave.
- 850.7.6. A pregnant beneficiary may postpone 7, 14 or 21 consecutive calendar days of prenatal leave to the period after the birth.
- 850.7.7. In the case of beneficiaries affiliated to the Bank's Medical and Social Insurance, the request shall be submitted to the Bank's doctor(s) between the middle of the sixth month of pregnancy and the middle of the seventh month and shall be accompanied by a certificate from the doctor monitoring the pregnancy attesting that the beneficiary's state of health is such that she is able to continue working. If they agree, the Bank's doctor(s) shall inform Human Resources, which shall notify the beneficiary and her department of the recalculated dates of the maternity leave.
- 850.7.8. In the case of beneficiaries affiliated to the mixed scheme, the request shall be submitted to the Social Security office (CPAM) in accordance with the procedure laid down by the latter. A beneficiary who is authorised to adapt her maternity leave by the CPAM shall also be required to obtain the agreement of the Bank's doctor(s). If they agree, the Bank's doctor(s) shall inform Human Resources, which shall notify the beneficiary and her Directorate of the recalculated dates of the maternity leave.
- 850.7.9. Should a sick leave certificate, whether related to the pregnancy or not, be issued during the period of postponement, the beneficiary shall inform without delay Human Resources and transmit the sick leave certificate in accordance with the required procedure. The postponement shall be cancelled, the maternity leave shall begin forthwith. Human Resources shall notify the beneficiary and her Directorate of the new dates of the maternity leave, taking into account the part of the period of postponement which has already elapsed.

#### *Salary and annual leave during maternity leave*

- 850.7.10. In the event of maternity leave, the beneficiary shall continue to receive her salary for the full period of leave or until the expiry of her contract with the Bank, if the latter expires before the end of the maternity leave and marks the end of her employment with the Bank.
- 850.7.11. In the case of beneficiaries affiliated to the Bank's Medical and Social System whose contract with the Bank expires before the end of their maternity leave, and if this marks the end of their employment with the Bank, the Bank shall pay daily allowances for the same duration and at the same level as provided for under the French Social Security scheme.
- 850.7.12. Any daily allowances paid under a national social security scheme shall be declared to Human Resources by the beneficiary on maternity leave. Payments received under the national scheme shall be deducted from the salary paid by the Bank.
- 850.7.13. Periods of maternity leave shall be taken into account for calculating the beneficiary's annual leave entitlement.

#### *Return to work*

- 850.7.14. Beneficiaries who are breast-feeding may benefit from a reduction of working hours of one half-hour per half-day worked, for a maximum of twelve months from the date of birth of their child, provided that they submit, every three months, to Human Resources a breast-feeding certificate drawn up by their doctor.
- 850.7.15. Beneficiaries returning to work after maternity leave shall be required to undergo a medical examination to be performed by the Bank's doctor(s) not later than eight working days following that on which they resume duty.

850.8. New parent’s leave

*Beneficiaries*

- 850.8.1. New parent’s leave shall be granted following the birth of a child or the arrival of a child in the household following an adoption where the beneficiary is the parent who is not entitled to maternity leave, regardless of their family situation, including if they do not live with the child and if the child is not dependent on them.
- 850.8.2. New parent’s leave shall also be granted to any beneficiary who has no parental link with the child, but is the spouse or partner of a person who has given birth to a child or adopted a child.

*Duration*

- 850.8.3. The duration of new parent’s leave is set at 25 consecutive calendar days for the birth or adoption of one child and 30 consecutive calendar days for a multiple birth or adoption. In the event of hospitalisation of the child immediately after birth, the duration of new parent’s leave may be extended by the duration of the hospitalisation, and by a maximum of 30 consecutive days, in addition to the 25 days of leave already existing (30 days in the case of multiple births) and the 3 days of special leave granted at birth. New parent’s leave shall not be divided up.

*Practical arrangements*

- 850.8.4. The leave must begin before the child is four months old or within four months of the child’s arrival in the household. It can be taken together with the special leave for birth of a child granted by the Bank.
- 850.8.5. The new parent’s leave request shall be made not later than one month before the beginning of the leave, save in duly justified exceptional circumstances, to Human Resources and the staff member’s supervisor. On returning to work the beneficiary concerned shall supply a birth certificate to Human Resources.
- 850.8.6. The leave may be postponed in the event of the infant’s hospitalisation. It may also be postponed or brought forward if the effective date of birth does not correspond to the expected date.

*Salary during new parent’s leave*

- 850.8.7. In the event of new parent’s leave, beneficiaries shall continue to receive their salary for the full period of leave or until the expiry of their contract with the Bank, if the latter falls before the end of the new parent’s leave and marks the end of the beneficiaries’ employment with the Bank.

850.9. Adoption

*Notification of initiation of an adoption procedure*

- 850.9.1. A beneficiary who initiates an adoption procedure shall inform Human Resources in good time if they intend to take adoption leave.

*Duration*

Situation	Adoption leave
Following the adoption of one child, the beneficiary’s household will have 1 or 2 dependent children	16 weeks
Following the adoption of one child, the beneficiary’s household will have at least 3 dependent children	18 weeks
Simultaneous adoption of two or more children, regardless of the number of children that will belong to the beneficiary’s household	22 weeks

- 850.9.2. The leave shall begin on the date of the child's arrival in the home or seven days before the child's arrival.
- 850.9.3. A beneficiary who adopts a child or takes in a child with a view to adoption shall be entitled to adoption leave where their spouse is in employment and has waived such entitlement.
- 850.9.4. The entitlement may also be shared between the adoptive parents, provided a certificate from the employer of the other parent indicating the foreseen duration of the adoption leave is submitted. In this case, the adoption leave shall be increased by 25 additional calendar days for the adoption of one child, or 30 additional days for the adoption of two or more children. If the entitlement is shared, the adoption leave shall be divided into two parts, the shortest of which shall not be less than 25 days (30 calendar days for the adoption of two or more children). The cumulated duration of these two periods resulting from the division cannot exceed the total duration of the leave foreseen in the case of adoption cumulated with the equivalent of the new parent's leave.
- 850.9.5. By way of exception, and at the explicit request of the beneficiary, the adoption leave may be shortened.

#### *Salary during adoption leave*

- 850.9.6. In the event of adoption leave, the beneficiary shall continue to receive their salary for the full period of leave or until the expiry of their contract with the Bank, if it falls before the end of the adoption leave and marks the end of their employment with the Bank.
- 850.9.7. For beneficiaries affiliated to the Bank's Medical and Social System whose contract with the Bank expires before the end of the adoption leave, if this corresponds to the termination of their employment with the Bank, the latter shall pay daily allowances for the same duration and at the same level as those provided for under the French Social Security scheme.
- 850.9.8. Any daily allowances paid under a national social security scheme shall be declared to Human Resources by the beneficiary on adoption leave. Payments received under the national scheme shall be deducted from the salary paid by the Bank.

#### *Annual leave entitlement during adoption leave*

- 850.9.9. Periods of adoption leave shall be taken into account for calculating the annual leave entitlement.

### 850.10. Parental leave

- 850.10.1. At each birth or adoption of a child, staff members shall be entitled to parental leave. In the event of childbirth, this leave, which shall not exceed 12 months, must begin immediately after the expiry of the maternity leave of the staff member or the staff member's spouse or partner and/or the paternity leave. In the event of adoption, it must begin immediately after the expiry of adoption leave. Where staff members have paid leave outstanding, however, such leave may be taken between maternity, paternity or adoption leave and parental leave.
- 850.10.2. Under no circumstances may parental leave be broken down into separate periods.
- 850.10.3. During parental leave, staff members shall not be entitled to any remuneration, with the exception, for a maximum period of 6 months, of the dependent child allowance and, if applicable, of the disabled child allowance.
- 850.10.4. The right to parental leave may be shared between the parents if both are Bank staff members. In this event the parents may not both take parental leave at the same time, but must take it in turn. The dependent child allowance and, if applicable, the disabled child allowance shall be paid to the staff member who continues to work or, as the case may be, to the staff member who received them beforehand.

- 850.10.5. Staff members shall be entitled to take parental leave during their probationary period, in which case the probationary period shall be suspended throughout their absence and shall resume, upon their return to work, for the period that remained to be served at the time of their departure on parental leave.
- 850.10.6. Staff members must inform Human Resources and their supervisor, at least one month in advance, of their decision to take parental leave and of the duration of the leave.
- 850.10.7. Time spent on parental leave shall not count towards the time lapse required to move up from one step to the next.
- 850.10.8. During parental leave, the right to paid leave is suspended. Home leave entitlement decreases in proportion to the duration of the parental leave taken. The period of parental leave is counted as full-time work for the purposes of long-service leave.
- 850.10.9. Staff members shall return to their job at the end of the period of parental leave requested.
- 850.10.10. Any application to reduce parental leave must be submitted to Human Resources and supervisors, at least two months before the expiry of the parental leave and will be considered only in cases of force majeure or in exceptional circumstances. In fixing the date of return to work, the Governor shall consider the interests of the Bank, the staff member on leave and their replacement.
- 850.10.11. Likewise, any application to extend parental leave must be submitted at least two months before the end of the leave in progress, without the total parental leave exceeding in any event 12 months.
- 850.10.12. The duration of parental leave shall not count as part of the unpaid leave staff members are allowed to take during their career.

## 860. Unpaid leave

### 860.1. Types of unpaid leave

Two different types of unpaid leave are to be distinguished:

- leave for family or health reasons;
- leave for personal development reasons.

Leave may be granted at the staff member's request in particular for the following reasons:

#### *Family or health reasons*

- to bring up a child;
- to look after a close family member suffering from a disability or an infirmity, necessitating continuous care;
- following an accident or a serious illness of a child, spouse or partner<sup>16</sup> or ascendant;
- to look after a close family member nearing the end of their life;
- following the death of a child, spouse or partner or ascendant;
- because of establishment of the staff member's usual residence in a distant place from the place where they are serving, when such residence is in particular determined by the spouse's or partner's occupation;
- for personal health reasons.

#### *Personal development reasons*

- for study or research work of value for the staff member's training and/or the Bank;

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<sup>16</sup> Is considered as a partner the person having concluded a "Pacte Civil de Solidarité" (PACS) or equivalent or the person producing a certificate de concubinage.

- to exercise a professional activity outside the Bank, provided that such activity is not incompatible with the duties and obligations of staff as set out in staff and administrative regulations. Such activity must not be contrary to the principles set out in the Staff Regulations or with the aims pursued by the Bank, and should not be such as to cause moral or material prejudice to the Bank;
- other reasons linked to the staff member's personal development.

The Governor shall give due consideration to the requirements of the service and the nature of the reasons set forth. Any refusal of an application for unpaid leave must be duly justified in writing.

## 860.2. Conditions for the grant of unpaid leave

- 860.2.1. The maximum length of leave for family or health reasons shall be two years, and may be extended in exceptional circumstances. The maximum length of leave for personal development reasons shall be two years.
- 860.2.2. Each period of leave shall be for a minimum period of one year. The period of leave may be renewed for not more than one year at a time. The Governor may decide otherwise in exceptional circumstances related to family or health reasons, upon a duly substantiated request. An application for renewal must be submitted four months before the end of the period of leave in hand.
- 860.2.3. Leave shall not be granted until after expiry of the period of probation, save on one of the grounds mentioned for leave for family or health reasons. In such cases the period of probation shall be suspended for the duration of the absence and shall recommence on the staff member's return, for the length of time that remained of the period of probation before the departure on leave.
- 860.2.4. The staff member shall take all the annual leave to which they are entitled before being granted unpaid leave.
- 860.2.5. These provisions shall not apply where staff members have been placed on unpaid leave because they have become a candidate for public office of a political character, including at the local level.

## 860.3. Change in the situation of the staff member

- 860.3.1. Staff members shall inform Human Resources of any change in the situation that gave rise to their application for unpaid leave.
- 860.3.2. The Director in charge of Human Resources may at any time verify that the situation in respect of which the leave was granted continues to exist. Should this no longer be the case, the decision to grant leave may be revoked immediately.

## 860.4. Rights and emoluments during unpaid leave

- 860.4.1. During the period of such leave, staff members shall not be entitled to any of the elements entering into their remuneration, although the Governor may exceptionally, when such leave is granted arrange for continued payment of the allowance in respect of dependent children or other dependants or, for staff members recruited on or after 1 January 2017, the dependent child supplement and the education allowance.
- 860.4.2. Staff members shall not qualify for any increment or promotion.
- 860.4.3. The period of leave shall not be counted as a period of service in calculating the dates laid down for advancement from one step to the next.
- 860.4.4. When the leave is granted for family or health reasons, the period of leave shall be counted as a period of full-time work for the calculating of the number of years of service with regard to the granting of long service leave.

## 860.5. Pension

- 860.5.1. The pension rights of the staff member and of persons entitled under the staff member shall be governed by the Pension Scheme Rules and the Instructions for their implementation.

## 860.6. Reinstatement following unpaid leave

- 860.6.1. When staff members take unpaid leave, they are entitled to be reinstated in their job on their return. The job will thus be kept vacant.
- 860.6.2. However, staff members may not apply for unpaid leave extending beyond the end of their employment contract. Staff members who without due cause have not resumed their duties on expiry of the period of leave shall be deemed to have resigned.
- 860.6.3. In exceptional cases the Governor may decide to reinstate, before the end of the period of leave, staff members who so request.
- 860.6.4. In determining the date of the staff members' resumption of duties the Governor shall have regard to the interests of the Bank, the staff members concerned and the persons replacing them.

## 870. Dispensation from duties

- 870.1. In exceptional circumstances, the Director in charge of Human Resources may decide to dispense staff members from duties in the interest of the Bank.
- 870.2. The duration of the dispensation shall be limited to what is deemed necessary to resolve the situation. The initial duration of the dispensation shall be for a period of up to three months. If, pursuant to this period, the situation remains unresolved, the dispensation may be extended for one or more additional period(s) of up to three months.
- 870.3. The initial dispensation and its extensions, as the case may be, shall be notified to the staff member, who shall be given the opportunity to provide their comments. The dispensation is an administrative measure; it shall not be considered as a disciplinary measure.
- 870.4. The staff member's salary and benefits shall remain unaffected during such dispensation.
- 870.5. When dispensing a staff member from duties, the Bank may also decide to adopt other administrative measures deemed necessary, including but not limited to the suspension of access to the Bank's premises, suspension of access to the Bank's intranet and/or the staff member's e-mail account. Such administrative measures shall be notified in writing to the staff member, who shall be given the opportunity to provide their comments before they are adopted.

# STAFF REGULATIONS

## ARTICLE 9. SOCIAL SECURITY

9.1. The Governor shall establish a scheme of social security for serving and, where applicable, former staff, including provisions for covering health care expenses, temporary incapacity for work, disability, dependency and death, as well as benefits in the case of maternity, paternity or adoption. The Scheme shall be financed jointly by the Bank and staff.

9.2. The Governor shall determine in Staff Rules the benefits and risks covered.

## Staff Rules

The CEB has established a medical and social system mandatory for serving staff members and optional for pensioners and former staff members (hereinafter the "BMSS").

In this respect, the Bank acts as the holder of a collective insurance policy with an outside insurance company (hereinafter the "insurance company") with the aim of insuring:

- cover in the event of permanent or total disability, or death;
- the maintenance of salaries in case of accident or illness;
- the reimbursement of medical expenses following an illness, a maternity or an accident.

### 910. Definitions

910.1. "Spouse": in the Staff Rules on Social Security, spouse shall refer to the spouse, or, alternatively, to the recognised partner or to the unmarried partner.

"Spouse": the spouse of the principal beneficiary of the cover, provided that they are not separated nor divorced.

"Recognised partner": a person who has entered into a partnership agreement with the principal beneficiary of the cover ("Pacte Civil de Solidarité" or equivalent agreement concluded between two non-married persons).

"Unmarried partner": a person who has been cohabiting in a relationship with the principal beneficiary of the cover for at least two years. Both the principal beneficiary and their unmarried partner shall neither be married, nor in a partnership agreement with a third person. No minimum duration is applicable if a child is born of this union.

910.2. "BMSS" (Bank Medical and Social System): the Bank's own private insurance scheme providing for benefits under primary cover and complementary cover ("1st Euro") or complementary cover.

910.3. "Salary": basic salary with, if applicable, corresponding reduction related to part-time and general increase in salaries even after work stoppage, plus, where applicable, household allowance, basic family allowance, expatriation or residence allowance, cost and conditions of living allowance, work compensation allowance, overtime, and back pay.

910.4. "Sickness": any organic or functional impairment of health insofar as it is duly certified by a doctor.

910.5. "Stabilisation": the point where, following a period of treatment, the injury stabilises and becomes definitive or permanent such that no further treatment is necessary except to prevent any deterioration.

910.6. "Accident": any physical or mental harm resulting from the sudden effects of an external cause. Proof of the accident is the responsibility of the insured person or the beneficiaries of the benefits designated by the insured person, and any classification by another insurance company cannot be invoked against the insurer.

910.7. "Work accident, occupational disease": any accident which is caused by, or occurs in the course of, functions undertaken in the Bank and which causes physical or mental harm to a principal beneficiary in active service.

In particular, any physical injury due to a sudden external cause shall be regarded as accidental.

Work accidents shall also include accidents occurring during a staff member's usual journey to and from the usual place of work; when a staff member travels between the Bank's buildings; or when a staff member is travelling to or from an official destination or performing duties connected with an official journey (unless the journey has been interrupted for personal reasons unconnected with the

staff member's duties). The journey must not have been interrupted, or a detour have been made, for personal reasons unconnected with the principal beneficiary's duties.

Occupational diseases caused by duties performed on behalf of the Bank (illnesses resulting from a succession of external events or a progressive effect linked to working conditions), which are recognised by the French Social Security scheme as occupational diseases in accordance with the table published by the National Research and Safety Institute (INRS) listing occupational diseases recognised under French legislation, shall count as work accidents.

Work accidents or occupational diseases shall include the further effects of an accident occurring, or an occupational disease contracted, while an insured person was performing their duties, even if these effects manifest themselves when they have left the Bank.

If problems arise with the interpretation of the principles relating to work accidents or occupational diseases, French legislation on accidents at work and occupational diseases, and the relevant French case law, shall apply by analogy.

- 910.8. "Principal beneficiary of cover": staff member, former staff member, pensioner, or appointed official affiliated in this capacity to the BMSS.
- 910.9. "Beneficiary entitled through a principal beneficiary": Person entitled to medical cover on account of their relationship with the principal beneficiary of the cover ("ayant droit").
- 910.10. "Long-term illness (LTI)": any illness listed in the provisions on Sick leave.
- 910.11. "Primary cover": basic cover provided by the French Social Security system or another social security system.
- 910.12. "Complementary cover": additional cover wholly or partly complementing the primary cover.
- 910.13. "Day": Unless specified otherwise, the term "day" means calendar day.

## 920. Affiliation of staff members

### 920.1. Affiliation, commencement and cessation of entitlements

- 920.1.1. All staff members shall be affiliated to the BMSS. However, for staff members in service on 22 December 1998 and affiliated at that date to the French Social Security scheme, the BMSS shall apply only to those members of staff who have opted for the BMSS, the others remaining affiliated to the French Social Security scheme and a compulsory complementary insurance scheme. In the latter case staff members shall pay the employee's contribution to the French Social Security scheme as applicable under the Agreement between the Council of Europe and France and one-third of the cost of their affiliation to the compulsory complementary insurance scheme.
- 920.1.2. Entitlement to the medical benefits and accident insurance cover provided by the BMSS shall take effect on the first day of the beneficiary's employment contract at 00:00 hours.
- 920.1.3. Entitlement to the other benefits provided by the BMSS shall take effect on the first day of the beneficiary's employment contract at 00:00 hours, and shall be conditional on them having undergone the medical examination for new recruits.
- 920.1.4. Except in case of maintenance of rights, entitlement to the benefits of the BMSS shall end upon the termination of their appointment.
- 920.1.5. Benefits shall cease after that date, subject, in the case of previously occurring contingencies, to rights acquired on the conditions applying to each contingency.

## 920.2. Limitation, fraud and subrogation

- 920.2.1. Affiliated persons may bring proceedings within a period of two years from the date on which the event giving rise to a claim for benefits occurs. This period is extended in specific cases set out in the insurance policy.
- 920.2.2. The insurance company may claim any sum wrongfully perceived under the same conditions. Affiliated persons shown to have defrauded the BMSS shall be required to repay the sums wrongfully received and shall also, if they are serving staff members, be liable to disciplinary sanctions.
- 920.2.3. The Bank shall be entitled to take over affiliated persons' legal claims against potentially liable third parties, up to the level of the benefits provided. This right of subrogation shall not apply to capital benefits which may be added to similar compensation paid by third parties.
- 920.2.4. Affiliated persons must inform the Director in charge of Human Resources of any accident of which they or other beneficiaries have been the victim, whether or not that accident was caused by a third party. They must provide any information concerning the identity of the persons involved and their insurers, and also the circumstances of the accident, which the Bank may require to pursue claims against potentially liable third parties.

## 920.3. Health care expenses

- 920.3.1. Entitlement to benefits for health care shall apply to staff members and persons entitled through them, namely:
- dependent children under the age of 18;
  - dependent children over the age of 18 on payment of an additional contribution borne entirely by the staff member;
  - spouses of staff members on payment on an additional contribution borne entirely by the staff member.
- 920.3.2. Staff members must inform the Bank of any other compulsory scheme which provides health cover for them or persons entitled through them. They must always obtain the benefits due under this scheme before applying for benefits under the BMSS, from which the former benefits shall be deducted. Nonetheless, a staff member may decide to waive the right to protection under one or more compulsory schemes for a dependent child, provided that they meet all additional costs incurred by the Bank.
- 920.3.3. In cases where specific health care expenses which are not covered by the BMSS could have been provided by French Social Security, the Governor shall decide in each instance whether a reimbursement should be made to the staff member concerned.

## 920.4. Temporary incapacity for work

- 920.4.1. Staff members shall be entitled to payment of their salaries and allowances in case of temporary incapacity, under conditions set out in the implementing rules of Article 8 of the Staff Regulations.

## 920.5. Work accidents and occupational diseases

### 920.5.1. Procedure

- 920.5.1.1. Any work accident must be notified to Human Resources within 48 hours, unless circumstances make this impossible, specifying the detailed circumstance of the accident. The Director in charge of Human Resources shall, within 48 hours, transmit a declaration to the insurance company with which the staff member is affiliated, which shall assess whether the accident is work related and notify the staff member of its conclusions.

920.5.1.2. The Governor shall inform the staff member, when an enquiry and any necessary medical examinations have been carried out, of the decision to recognise the accident as a work accident, or of the reasons for any decision by the insurers not to do so.

#### 920.5.2. Health care expenses and maintenance of salary

920.5.2.1. The health care expenses of treating the effects of a work accident or occupational disease, and of functional rehabilitation, shall be covered at 100% without any ceiling.

920.5.2.2. Staff members obliged to stop working due to a work accident shall be entitled to continued payment of their full salaries and allowances, and shall, if employed on a fixed-term contract, be entitled to extension of that contract until either their health is recognised as stabilised or they are declared disabled or, at most, up to the age of 65.

#### 920.5.3. Disability as a result of a work accident or an occupational disease

920.5.3.1. In line with the benefits guaranteed by the French Social Security scheme, any staff member affiliated to the BMSS who, following a work accident or as a consequence thereof, suffers a permanent impairment or subsequent effects such that they cannot recover their former capacity for work, shall be entitled to an allowance from the day following the date of stabilisation of their condition.

920.5.3.2. Permanent invalidity shall be assessed according to the French Social Security scheme's criteria and within the limits of that scheme, on the basis of the degree of physical disability and the capacity to resume work. The invalidity shall be total where no resumption of work can be envisaged, and partial in all other cases.

920.5.3.3. Where the degree of disability is less than 10%, the benefits shall be paid in the form of a lump sum. Beyond this threshold, the benefits shall take the form of an allowance calculated on the basis of the beneficiary's annual salary and the degree of disability, according to the criteria and within the limits applied by the French Social Security scheme.

920.5.3.4. Moreover, if the beneficiary needs the assistance of another person to carry out ordinary everyday activities, the allowance shall be increased by 40%.

### 920.6. Disability

#### *Permanent total disability*

#### 920.6.1. Capital sum

920.6.1.1. In case of permanent total disability, a capital sum shall be paid out in Euros by the Bank to beneficiaries or their legal guardian, as applicable.

920.6.1.2. The guaranteed capital sum shall vary according to the degree of disability, based on categories similar to those applied by the French Social Security scheme:

- for a person with a category 3 disability, the guaranteed capital sum shall be equivalent to 24 times the beneficiary's last monthly salary;
- for disabilities in categories 1 and 2, the guaranteed capital sum shall be equivalent to 12 times the beneficiary's last monthly salary.

920.6.1.3. The beneficiary who has been declared a category 1 or 2 disabled person shall be entitled to maintenance of the cover provided in the event of category 3 disability, free of payment of any premium, for a maximum period of five years from the date of recognition of the disability. The amount of the capital sum previously paid in respect of category 1 or 2 permanent

disability shall be deducted from the sum due in respect of a category 3 disability. The amount of the capital sum shall be established on the basis of the beneficiary's salary last used to calculate the premium for this risk.

920.6.1.4. From the date of the beneficiary's 56th birthday, the capital sum shall be reduced as follows:

<b>From the first day of the month following the anniversary as indicated below</b>	<b>1st and 2nd category of invalidity</b>
56 <sup>th</sup>	11 times the total monthly salary
57 <sup>th</sup>	9 times the total monthly salary
58 <sup>th</sup>	7.5 times the total monthly salary
59 <sup>th</sup>	6 times the total monthly salary
60 <sup>th</sup>	4.5 times the total monthly salary
61 <sup>st</sup>	3 times the total monthly salary
62 <sup>nd</sup>	1.5 times the total monthly salary
63 <sup>rd</sup>	1 time the total monthly salary
64 <sup>th</sup>	1 time the total monthly salary

920.6.1.5. Where the invalidity is of category 3, the reduction for age shall not be applied.

#### 920.6.2. Additional monthly allowance in case of need for constant assistance

920.6.2.1. Where beneficiaries need the constant assistance of another person to carry out ordinary everyday activities according to the conclusions of the Invalidity Board, they shall receive a monthly attendance allowance payable for life provided that they are affiliated to the BMSS.

920.6.2.2. The allowance shall be due insofar as the need for such assistance is recognised either at the time of the declaration of invalidity or subsequently - even after the beneficiary has reached the age of 65 - on account of a worsening of the disability.

920.6.2.3. This allowance for life shall be paid only if the need for such assistance is determined within five years of recognition of the disability. Where the need for such assistance is determined more than five years after recognition of the disability, the allowance shall be paid for a period limited to five years.

920.6.2.4. This pension amounts to 2,000 Euros per month as of 1 January 2023. The annual adjustment applicable on 1 January of each year N is based on the inflation observed by the Harmonised Index of Consumer Prices (IPCH) in France, as published by EUROSTAT, from 1 July of year N-2 to 30 June of year N-1.

920.6.2.5. A staff member who, either at the time of being declared disabled or subsequently, owing to a worsening of their condition within five years of being so declared, permanently requires the assistance of another person to perform the normal actions of everyday life, shall also receive a disability allowance payable for life.

#### *Permanent partial invalidity*

#### 920.6.3. Conditions

920.6.3.1. Beneficiaries shall have been in a situation of temporary incapacity for work for a period allowing to establish the permanent character of the invalidity (stabilisation) when the permanent partial disability is activated.

920.6.3.2. They shall have been recognised as being in a situation of permanent, partial disability by the Invalidity Board.

920.6.3.3. The working hours of a staff member recognised as being in a situation of permanent, partial disability shall be 50% of the full-time working hours. Under no circumstances may they be less.

#### 920.6.4. Amount

920.6.4.1. The share of salary paid by the Bank shall be 50% of the basic salary for the beneficiary's grade and step. The beneficiary's salary shall be supplemented by a work compensation allowance (WCA). This WCA shall be equivalent to the amount obtained by multiplying the basic salary for the staff member's grade and step by 70% of the difference between the amount payable for their working time regime at the time when the partial disability is recognised and a working time regime of 50%.

<b>Working time regime before permanent, partial disability</b>	<b>Share of salary paid by the Bank</b>	<b>Compensation allowance as a percentage of the basic salary for full-time work</b>	<b>Total salary (salary + WCA) as a percentage of the basic salary for full-time work</b>
100%	50%	35%	85%
90%		28%	78%
80%		21%	71%
70%		14%	64%
60%		7%	57%
50%		0%	50%

920.6.4.2. The WCA shall be included in the calculation bases for the household allowance, the basic family allowance, the expatriation allowance and health insurance contributions. It shall also be included in the pension contributions base, but shall confer entitlement to an annuity identical to that corresponding to the beneficiary's working time regime at the time of recognition of the permanent, partial disability.

920.6.4.3. A staff member recognised as being in a situation of permanent, partial invalidity shall have the same leave entitlement as a staff member working on a 50% part-time basis with the same timetable of working hours. The staff member shall be entitled to the same seniority increments as other serving staff.

#### 920.6.5. Duration

920.6.5.1. The doctor designated by the Bank shall assess the state of health of all beneficiaries of permanent partial disability benefit on an annual basis and may convene the Invalidity Board so as to have it decide on continuation of the benefit or alternatively recommend that the staff member should be recognised as suffering from permanent and total disablement or that the beneficiary should resume work under their former working time regime.

920.6.5.2. The payment of the WCA terminates in the event of a decision by the Invalidity Board to return to work at 100% or to become totally permanently disabled; in the event of death; at the end of the beneficiary's employment appointment and at the latest at the end of the month in which their 65<sup>th</sup> anniversary occurs.

## 920.7. Life insurance

- 920.7.1. If a staff member dies, a capital sum equivalent to twenty-four times the amount of the last salary, shall be paid to the persons entitled through them, unless this sum has already been paid under 920.6 above.
- 920.7.2. The capital sum shall be paid, unless a designation has been made to the contrary, in the following order of priority:
- in full to the cover beneficiary's spouse;
  - failing that, in equal shares and per capita to the cover beneficiary's legitimate, natural, adopted or otherwise dependent children, and any other children or other dependants for whom the cover beneficiary received the Bank's family allowance;
  - failing that, to the staff member's legal heirs under applicable private (international) law.
- 920.7.3. Staff members on unpaid leave or parental leave shall be covered, subject to opting for voluntary continuation of the cover and paying the corresponding premiums.
- 920.7.4. Voluntary continuation of the cover shall be possible only insofar as the staff member on unpaid leave or parental leave does not pursue an activity entitling them or her to social insurance cover. A staff member taking unpaid leave or parental leave who carries on a professional and/or salaried activity and/or receives an indemnity or allowance shall not be able to benefit from voluntary continuation of the cover, even if their activity or the payment of the indemnity ceases before the end of the period of unpaid leave or parental leave.
- 920.7.5. A cover beneficiary who has been declared a category 1 or 2 disabled person shall be entitled to the maintenance of the cover provided in the event of death, free of payment of any premium, for a maximum period of five years from the date of recognition of the disability. The amount of the capital sum previously paid in respect of category 1 or 2 permanent disability shall be deducted from the sum due in the event of death. The amount of the capital sum shall be established on the basis of the staff member's salary last used to calculate the premium for this risk. A staff member who has been declared a category 3 disabled person under the Bank's pension schemes shall not be entitled to maintenance of the death cover, whether the category 3 disability was established at the time of their departure from the Bank or subsequently, following a deterioration giving rise to the payment of the supplementary capital sum due in respect of the category 3 disability.

## 920.8. Maternity, new parent's or adoption benefits

- 920.8.1. Serving staff members granted maternity, new parent's or adoption leave shall be entitled, during such leave, to continued payment of their full salaries and allowances in accordance with Implementing Rules of Article 8 of the Staff Regulations.
- 920.8.2. Staff members shall also receive a lump sum of 300 Euros on birth or adoption of a child.
- 920.8.3. When both parents of the child are staff members of the Bank, this allowance shall be paid once, to the parent designated by both.
- 920.8.4. The period of maternity, paternity, new parent's or adoption leave does not give entitlement to the benefits provided for temporary incapacity for work.

## 930. Affiliation of pensioners and former staff members

### 930.1. Affiliation, commencement and cessation of entitlements

#### *Affiliation of pensioners*

930.1.1. Subject to the provisions below related to persons personally entitled to social protection under one or more other compulsory social insurance schemes (see 930.3) pensioners may, upon request, be affiliated to the BMSS.

930.1.2. In addition, the following persons may be affiliated:

- surviving spouses in receipt of survivors' pensions within the meaning of, and subject to the conditions and limitations provided for in, the Bank's Pension Schemes Rules;
- orphans or other dependants of staff members who die in service or after qualifying for a invalidity pension or an immediate or deferred retirement pension, who are in receipt of orphans' or other dependants' pensions under the Bank's Pension Schemes Rules.

930.1.3. For pensioners, entitlement to the benefits provided for under 930 of these Rules shall begin on the date on which a person becomes entitled to a pension under the Bank's Pension Schemes and continue until death or until they decide to terminate their affiliation to the BMSS. The decision not to be affiliated cannot be revoked.

#### *Affiliation of former staff members who are not pensioners*

930.1.4. All principal beneficiaries who leave the Bank for reasons other than retirement may request the continuation of the benefits of the BMSS within the month prior to their termination of appointment, and subject to payment of the corresponding premiums, for a maximum duration of twelve months.

930.1.5. The maintenance of benefits may also apply to beneficiaries entitled through a principal beneficiary, provided they continue to fulfil the required conditions and subject to payment of the corresponding premiums. The maintenance of entitlement to beneficiaries entitled through the principal beneficiary is only possible as long as the latter remains affiliated to the BMSS.

### 930.2. Limitation, fraud and subrogation

930.2.1. Rules related to limitation, fraud and subrogation for staff members shall apply, mutatis mutandis, to pensioners and former staff members.

### 930.3. Health care expenses

930.3.1. Entitlement to benefits for health care shall apply to affiliated persons and persons entitled through them namely:

- dependent children under the age of 18;
- dependent children over the age of 18, on payment of an additional contribution borne entirely by the principal beneficiary;
- spouses on payment of an additional contribution borne entirely by the principal beneficiary.

930.3.2. Persons entitled to health care benefits under the BMSS, who are personally entitled to social protection under one or more other compulsory social insurance schemes, must always obtain the benefits due under those schemes before applying for benefits under the BMSS, from which the former benefits shall be deducted.

930.3.3. Nonetheless, a person entitled to health care benefits under the BMSS who wishes to waive their right to protection under one or more other compulsory social schemes may do so, provided that they meet any and all additional costs incurred by the Bank.

#### 930.4. *Dependency*

930.4.1. When a beneficiary who is in receipt of a pension under the Bank's Pension Schemes or a former staff member whose contract was terminated under Resolution 92(28) becomes dependent, and needs regular care or admission in a socio-medical facility, or becomes dependent of medical professionals as a result of illness or accident, they shall be entitled to a monthly allowance for life towards medical support and care.

930.4.2. This allowance amounts to 2,000 Euros per month as of 1 January 2023. The annual adjustment applicable on 1 January of each year N is based on the inflation observed by the Harmonised Index of Consumer Prices (IPCH) in France, as published by EUROSTAT, from 1 July of year N-2 to 30 June of year N-1.

930.4.3. A waiting period of 90 days shall be applied for payment of the allowance.

930.4.4. This allowance is not cumulative with an allowance paid in respect of a category 3 disability, even if this category 3 has been assessed at the moment when the insured person became invalid, or subsequently within five years after the person became invalid.

930.4.5. Beneficiaries of a dependency allowance may be subject to a regular (every two years) assessment/inspection if the insurance company deems it useful.

#### 930.5. *Maternity, new parent's or adoption benefits*

930.5.1. Affiliated persons shall receive a lump-sum of 300 Euros on birth or adoption of a child.

930.5.2. When both parents of the child are affiliated persons, this allowance shall be paid once, to the parent designated by both.

### 940. **Funding**

940.1. Staff members and former staff members affiliated to the BMSS shall contribute one-third of the cost of cover for benefits provided by the Scheme. Their contributions are set out in the table in Appendix 1.

### 950. **Exceptions**

#### *General exceptions*

950.1. The consequences of the following situations are excluded from the cover:

- driving a motorised vehicle without a valid license in infringement of the applicable regulations, when these regulations require the driver to be the holder of a valid license;
- a trip or stay in an area, region or country formally not recommended or not recommended except for imperative reasons by the Ministry of Foreign Affairs, except with the express agreement of the insurance company;
- for the beneficiary already present in the country/region and/or zone at the time of registration in the list of countries/regions and/or zones formally advised against or not recommended except for imperative reasons, the exclusion applies only after a period of fourteen days after the registration of the said country/region and/or zone, except with the express agreement of the insurance company. These exceptions do not apply to travels or stays in a Member State of the

Bank. In case of a travel or a delegation of more than five persons, the Bank shall inform the insurance company thereof within 15 days prior to the travel.

- the consequences of insurrections, riots or protest movements, killings or attempted killings, and civil or other wars, wherever these events occur and no matter who is involved, unless the beneficiary takes no active part in them or unless they are required to perform maintenance or surveillance tasks with a view to protecting individuals and property on behalf of the Bank.

*Exceptions to the entitlements of benefits in the event of temporary incapacity and permanent partial disability*

950.2. The following exceptions shall be applicable solely to the cover in respect of permanent partial disability and temporary incapacity (except medical expenses and dependency):

- the consequences of illnesses or accidents caused deliberately and intentionally by the insured person or persons entitled through them (except suicide);
- the consequences of professional participation in any sports event or competition;
- the consequences of any sports activity practised in clear breach of safety rules laid down by the public authorities and in such a way that the beneficiary could not have been unaware of the risk;
- the consequences of taking part in a duel, a crime, an intentional offence or a fight, unless while engaging in lawful self-defence or providing assistance to a person in danger;
- the consequences of an insured person's holding, possessing or manipulating, at the location of the accident, either military equipment or unauthorised weapons.

950.3. The consequences of aircraft accidents shall not be covered, except where the insured is on board an aircraft officially certified as airworthy and flown by a pilot in possession of valid certificate and pilot's license. The pilot may be the insured person themselves, provided that they have complied with applicable regulations. Games, wagers, races, competitions, aerobatics, records or record attempts or preparatory tests, acceptance flights, gliding, and parachute jumps, other than those rendered necessary by an aircraft's critical condition, shall not be covered.

*Exceptions to the entitlements related to health care expenses*

950.4. Medical expenses not covered by the general scheme of the French Social Security system, with the exception of the cases specifically provided for in the table of benefits in Appendix 1, are excluded from coverage.

# STAFF REGULATIONS

## ARTICLE 10. PENSION SCHEMES

10.1. Staff members shall be affiliated to one of the Bank's Pension Schemes, financed jointly by the Bank and staff, in conformity with the Pension Scheme applicable to them: the Pension Scheme established by Administrative Council Resolution 1432 of 29 January 1999 or the Second Pension Scheme introduced by Administrative Council Resolution 1560 of 14 November 2013.

### Staff Rules

#### Appendix 2

Pension Scheme established by Administrative Council Resolution 1432 of 29 January 1999 and implementing instructions

Second Pension Scheme established by Administrative Council Resolution 1560 of 14 November 2013 and implementing instructions

# STAFF REGULATIONS

## ARTICLE 11. EXPENSES BORNE BY THE BANK

11.1. The following expenses shall be borne by the Bank, in accordance with the conditions and procedures established by the Governor:

11.1.1. travel and removal expenses when a staff member is taking up duties or being transferred to a different duty station and on termination of employment;

11.1.2. travel expenses on the occasion of home leave;

11.1.3. travel and subsistence expenses of a staff member on an official journey.

11.2. The Governor may authorise the reimbursement of other expenses incurred by staff members in, or in connection with, the performance of their duties, provided that they are indispensable and have been duly approved.

11.3. The Bank shall defray expenses arising from the death of a staff member under conditions prescribed by the Governor.

## Staff Rules

### 1110. Travel and removal expenses on taking up duties, transfers and termination of employment

#### 1110.1. Travel expenses and daily subsistence allowance

1110.1.1. Travel expenses shall be reimbursed subject to required documentary evidence and a daily subsistence allowance shall be paid under the conditions of official journeys, when staff members:

- take up their duties regarding the travel from their place of residence to their place of work,
- are being transferred with respect to their travel to a different duty station, or
- on termination of employment as regards from their place of employment to the place where they resided when taking up duties or any other place where they take up residence provided that the cost is not higher.

#### 1110.2. Eligible persons

1110.2.1. Should staff members receive the household allowance or the basic family allowance, travel expenses shall be reimbursed in the same conditions to spouse or partner<sup>17</sup>, their dependent children and other dependants provided they are part of the household and, if appropriate, a person accompanying one or more such children aged under 10 years.

1110.2.2. The daily subsistence allowance shall be reduced by half for all eligible persons other than the staff member.

#### 1110.3. Removal expenses

1110.3.1. Staff shall be entitled to reimbursement of expenses incurred on removal to their duty station of their furniture and other personal effects, up to a maximum volume, fixed as follows:

	Non- recipients of the household allowance	Recipients of the household allowance
Specially appointed staff	40 m <sup>3</sup>	50 m <sup>3</sup>
Other staff (A, B, C and L)	30 m <sup>3</sup>	40 m <sup>3</sup>

1110.3.2. These maximum volumes shall be increased by 4 m<sup>3</sup> for each dependant.

1110.3.3. Staff members shall be entitled to request reimbursement of their removal expenses from their country of origin or, if appropriate, their usual place of residence at the time of their appointment. However, in special cases, the Head of Human Resources may consider whether there are grounds for waiving this rule.

1110.3.4. If, on termination of the contract, the staff member settles in a place other than their original home, the expenses to be reimbursed shall not exceed the total sum that a return to the staff member's original home would have cost.

1110.3.5. Staff members shall request reimbursement to Human Resources within one year of taking up their duties at the Bank or of the termination of their employment. However, if the staff member has not been able to have the removal done within a year, the Head of Human Resources may allow, in special cases, a single extension of this period for another year maximum.

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<sup>17</sup> For the purposes of these Rules, "partner" shall mean a person recognised by a member state as a staff member's officially registered non-marital partner, or a person who has acknowledged parenthood of one or more of the staff member's dependent children and lives with the staff member – the latter to be certified by the staff member concerned.

- 1110.3.6. Reimbursement shall cover the costs of packing, handling, insurance and transport. However, the cost of insurance for works of art or collector's items shall be excluded, and the Bank shall take no responsibility for the preservation of goods transported.
- 1110.3.7. The cost of storage and of transport between a staff member's temporary home and permanent home shall not be paid by the Bank. However, if a staff member is obliged, for a legitimate reason to put their effects into storage, the cost of transport from the place of storage to the staff member's home shall be reimbursed subject to prior authorisation.
- 1110.3.8. Staff members shall be obliged to have their removal done by the least costly means and under the conditions that are most advantageous for the Bank.
- 1110.3.9. Before having their removal done, staff shall have estimates drawn up by two different firms; these estimates shall be submitted for Human Resources' prior approval.
- 1110.3.10. Staff members shall not be entitled to reimbursement if the expenses in question are already covered by virtue of a right acquired other than through their appointment at the Bank.

## 1120. Travel expenses on the occasion of home leave

### 1120.1. Compensation conditions

- 1120.1.1. Expenses shall be compensated in the form of a lump sum in respect of only one round-trip travel for each eligible person in any two-year period giving entitlement to home leave, provided that the staff member submits a written commitment to travel with the eligible persons to the place of home leave. No prorated amount will be paid for staff members who do not accrue 2 years' service.
- 1120.1.2. The lump sum compensation includes notably the cost of taxi, car hire or parking.
- 1120.1.3. Staff members' children who have had the cost of an annual round trip for one or more children refunded as part of the education allowance shall not be taken into account in the calculation of the lump sum compensation if the staff member requests said compensation during the same year.
- 1120.1.4. Staff members are responsible for making all the necessary arrangements for themselves and the eligible persons. The Bank will not participate in, or be responsible whatsoever for the successful completion of such arrangements.

### 1120.2. Eligible persons

- 1120.2.1. The amount of the lump sum granted for travel expenses on the occasion of home leave shall take into account the staff member's dependent children and spouse or partner. In the case of single-parent families and in certain exceptional and duly justified cases, particularly for health reasons of the staff member or their spouse or partner, the Bank shall also take into account the travel expenses of a person accompanying the staff member's child or children under 10 years.
- 1120.2.2. Where spouses or partners are both staff members of the Bank, or one is a staff member of the Bank and the other of another international organisation, and where both are entitled to home leave, the Bank shall pay one compensation lump sum for each two-year period qualifying for home leave and for each of the eligible persons, provided that the sum is not reimbursed by another organisation.

### 1120.3. Amount of the lump sum compensation for home leave travel expenses

- 1120.3.1. The lump sum in relation to travel expenses is based on kilometres from the place of home leave to the duty station and represents a fixed amount corresponding to one round-trip travel per eligible person, as follows:

Distance in km (round-trip)	Lump sum in EUR
100-300	55.17
301-600	147.12
601-1200	257.45
1201-1800	331.01
1801-2500	367.79
2501-4200	514.91
4201-5400	551.69
5401-6600	625.24
6601-7800	735.58
7801-9000	919.48
9001 and up	1 360.82

The above table shall be revised annually by the Directorate in charge of Human Resources.

## 1130. Expenses borne by the Bank during official journeys

### 1130.1. Scope and general principles

- 1130.1.1. Official journeys (also referred to as missions) include any travel undertaken at the Bank's expense for the purpose of carrying out work for the Bank, including participation in conferences or training.
- 1130.1.2. Managers are responsible for assessing the real needs for an official journey and shall consider other ways of achieving business objectives, such as video-conferencing.
- 1130.1.3. Official journeys shall be arranged so as to cost as little as possible while taking into account, in order of priority, the safety, reliability, environmental impact, budget and convenience to carry out the travel.
- 1130.1.4. Official journeys shall be duly authorised prior to the travel.
- 1130.1.5. Travel tickets (airplane/train) and accommodation should be booked through the Bank's travel agency and prepaid by the Bank. Personal expenses must be kept clearly separated from professional expenses. Requests for reimbursement shall be supported by corresponding proofs of payment.
- 1130.1.6. Staff members may be authorised to combine an official journey with teleworking, leave, Bank holidays and weekends, in accordance with the conditions and modalities established by Human Resources. The cost of these arrangements shall not exceed what the official journey would have cost if a direct travel from Paris to the mission site and back would had occurred.
- 1130.1.7. Staff members are insured while being on official journeys in the conditions set out by the travel accident insurance contract.

### 1130.2. Modalities

#### *Reimbursement requests*

- 1130.2.1. Upon completion of an official journey, a reimbursement form must be completed, signed and sent to the Missions & Protocol Affairs Unit within 15 working days after completing the travel.
- 1130.2.2. Any false declaration would result in the total loss of the entitlement to the reimbursement of any expenses connected with the said mission, following the delivery of a reasoned opinion from the entity in charge of verifying the conformity of the information provided.
- 1130.2.3. In case the above period of 15 working days should be exceeded, the delay in sending in the reimbursement form should be duly justified and validated by the staff member's supervisor.

#### *Daily Subsistence Allowances (DSA)*

- 1130.2.4. A staff member travelling on an official journey shall be entitled to a Daily Subsistence Allowance (DSA), which is a flat amount corresponding to 54% of the daily subsistence rate established by the Co-ordinating Committee on Remuneration (CCR rate). This rate varies according to the mission location.
- 1130.2.5. The DSA covers a 24-hour period and is applied to the total official journey duration including the business travel time and the mission duration. The travel time duration involves a flat-rate extension of mission duration by leg of travel of 2 hours 30 minutes by plane and of 1 hour by train. The DSA shall not be payable for any period of less than four hours or where the mission is taking place within 50 km from Paris.
- 1130.2.6. Any extension of the duration of the mission shall be subject to prior agreement with the Directors who authorised the mission and shall be notified in writing to the Missions & Protocol Affairs Unit and Human Resources for security, insurance and compensation reasons. When the mission covers two or more destinations, the DSA shall be calculated in proportion to the time spent in each destination.

#### *Meal expenses*

- 1130.2.7. The cost of meals is covered by the DSA.
- 1130.2.8. When the cost of a meal is paid for by a third party, the per diem allowance is reduced by 15% for each meal. Meals paid by invitation of the staff member to some external guests will be reimbursed in full on presentation of the bill, 15% being deducted from the DSA to the staff member who initiated the invitation.

#### *Incidental expenses*

- 1130.2.9. Incidental expenses incurred, such as communication charges for official business, secretarial and clerical services, meeting space, visa charges, and other reasonable and necessary expenses related to official journey are reimbursable subject to approval by the Director responsible for the staff member concerned. Excess baggage charges for official documents and office supplies shall be reimbursed.

#### *Accommodation expenses*

- 1130.2.10. Accommodation paid by the staff member is reimbursed in full, on presentation of hotel invoices and must respect the ceiling set at 160% of DSA, except in the event of a derogation due to exceptional circumstances (i.e. necessary due to a high occupancy of the hotel triggered by a special event, due to security reason, etc.). Such derogation must be duly justified and approved by the staff member's Director in the context of the mission's authorisation.

#### *Travel Expenses*

- 1130.2.11. The Bank pays the travel expenses of staff members on an official journey when they travel in the following conditions:
- Plane
    - Staff members should travel "economy class" at the cheapest and most suitable rate available (lowest direct available fare). The lowest direct available fare stands for the lowest economy class fare available at the time of the reservation and using the most direct route from the duty station to the mission. Any derogation must be expressly authorised by the Director concerned.
    - Staff members should be authorised to travel "business class" for trips of over five hours' continuous flying time. They should also be authorised to travel business class for medical reasons authorised by the Bank's doctor(s).
    - Should staff members on mission miss a flight due to a change in programme or late arrival at the airport, they may purchase a new ticket via the Bank's travel agency or, if this is not

possible, by their own means. The ticket will then be reimbursed by the Bank on presentation of the corresponding proof(s) of payment.

- Any change in programme requiring the purchase of a new ticket must be duly justified by the staff member's Director.
- Any staff member is entitled to one checked-in baggage if necessary. Any excess baggage charges that are not included in the ticket price must be professionally justified.
- Train
  - Staff members are allowed to travel at the lowest fare one class above economy class. If the journey is made between 10 p.m. and 7 a.m., they may travel in a 1st class sleeper compartment.
- Private car
  - The use of a private car for business travel is exceptional and only justified and decided in the interest of the Bank. Using a private car requires prior authorisation by the staff member's Director, which must be requested via the travel management system. The condition of the vehicle must be in conformity with the safety rules of the country of mission and the vehicle must be properly insured for professional use.
  - The Bank pays to the owner of the car a per-kilometre allowance, the provisions for which are established on an annual basis by the Co-ordinating Committee on Remuneration. In addition to the per-kilometre allowance, based on the shortest usual itinerary, only parking and toll costs are reimbursed.
- Rental car
  - The renting of a car requires prior authorisation. The vehicle must be selected from the intermediate class category, unless the roads conditions require the usage of a specific car. The costs incurred for fuel, toll fees, parking and possibly additional insurance are also reimbursed.
- Others
  - Expenses relating to all other means of transport (public transport, taxis, etc.) at the duty station, mission site, authorised stopovers and authorised in-between mission stops shall be reimbursed at actual cost subject to receipts.

#### **1140. Expenses borne by the Bank in case of death of a staff member**

1140.1. On the death of a staff member to whom travel and removal expenses were paid when they took up their duties, the Bank shall defray:

- the cost of transporting the body of the staff member from the place of death to the place of funeral;
- the cost of transporting the deceased staff member's personal belongings; and
- the travel costs of the survivors who were dependent on the staff member and were part of the staff member's household.

1140.2. The Bank shall also pay the cost of transporting the body(ies) of the staff member's spouse, children and other dependent persons as defined in the Implementing Rules of Article 8 of the Staff Regulations, provided they are part of the staff member's household, and where appropriate, of a person accompanying one or more of the staff member's children aged under 10.

# STAFF REGULATIONS

## ARTICLE 12. DISCIPLINE

12.1. A staff member who acts or omits to act, whether deliberately, recklessly or negligently, in breach of these or any other Regulations, Staff Rules, Instructions or Policies; who fails to observe the established standards of conduct; or who fails to perform assigned tasks without reasonable excuse, may be subject to one of the following disciplinary sanctions, to be determined by the Governor:

12.1.1. written reprimand;

12.1.2. relegation in step;

12.1.3. downgrading;

12.1.4. dismissal with or without giving advance notice of termination.

12.2. A written warning shall not be considered to be a disciplinary measure. Prior to imposing any disciplinary sanction, with the exception of a written reprimand, the Governor shall consult the Disciplinary Board.

12.3. The Governor may summarily dismiss a staff member for gross misconduct, without first consulting the Disciplinary Board.

12.4. A single case of misconduct shall not give rise to more than one disciplinary sanction.

12.5. The severity of the disciplinary sanction imposed must be commensurate with the seriousness of the misconduct.

12.6. No disciplinary sanction may be imposed until a staff member has been informed of the allegations against them and given the opportunity to make oral or written representations.

12.7. A staff member or former staff member may be required to reimburse the Bank either partially or in full for any financial loss suffered by the Bank as a result of the staff member's breach of these or any other Regulations, Staff Rules, Instructions, Policies or established standards of conduct.

## Staff Rules

### 1210. Disciplinary Board

- 1210.1. A Disciplinary Board shall be composed of five members, as follows:
- a Chair who shall be an external person possessing relevant legal qualifications and relevant experience;
  - two members appointed by the Governor;
  - two members chosen by the Staff Committee.
- 1210.2. The Governor shall appoint the Chair of the Disciplinary Board every four years, after consultation of the Staff Committee. The Governor shall also draw up a list containing the names of four staff members. The Staff Committee shall at the same time transmit a like list to the Governor. For the purpose of these appointments and of the composition of the Board, account shall be taken, to the extent possible, of gender, nationality, and grade diversity.
- 1210.3. Within five days of receipt of a report initiating disciplinary proceedings, the Chair of the Disciplinary Board shall, in the presence of the staff member concerned, draw lots from among the names in the above-mentioned lists to decide which four members shall constitute the Disciplinary Board, two being drawn from each list.
- 1210.4. The Chair shall inform each member of the composition of the Board.
- 1210.5. Within five days of the formation of the Disciplinary Board, the staff member concerned may make objection once to any of its members other than the Chair.
- 1210.6. Within the same period any member of the Disciplinary Board may ask to be excused from serving, provided they have legitimate grounds.
- 1210.7. The Chair of the Disciplinary Board shall, by drawing lots, fill any vacancies.
- 1210.8. The Chair and members of the Disciplinary Board shall be completely independent in the performance of their duties. The proceedings of the Board shall be confidential.
- 1210.9. The Director in charge of Human Resources shall appoint a staff member to act as secretary to the Disciplinary Board.

### 1220. Suspension

- 1220.1. In a case of serious misconduct liable to entail a disciplinary measure as referred to in Article 12.1.2 to 12.1.4 of the Staff Regulations, resulting from a failure to comply with professional obligations or from an infringement of the law, the Governor may suspend the staff member concerned.
- 1220.2. The decision that a staff member be suspended shall specify whether they are to continue to receive their remuneration during the period of suspension or what part thereof is to be withheld; the part withheld shall not be more than half the staff member's basic salary.
- 1220.3. A final decision on the staff member's administrative situation shall be taken within six months of the date when the decision to suspend them came into force.
- 1220.4. If, on the expiry of the six-month time-limit, no decision has been taken on the case or if none of the disciplinary measures mentioned in Article 12.1.2 to 12.1.4 of the Staff Regulations has been ordered, the staff member shall be entitled to reimbursement of the amount of remuneration withheld.

## 1230. Disciplinary proceedings

1230.1. Disciplinary measures shall be ordered by the Governor after completion of the disciplinary proceedings.

### *Initiation of the disciplinary proceedings*

- 1230.1.1. The Governor shall transmit a report – including, if appropriate, the conclusions of an investigation – clearly specifying the reprehensible acts and the circumstances in which they were allegedly committed to the Chair of the Disciplinary Board. The latter shall bring it to the knowledge of the Board members and of the staff member, and appoint one of the Board members to prepare a general report on the matter (rapporteur).
- 1230.1.2. On receipt of the report, the staff member charged shall be entitled to be transmitted their complete personal file via secure means.
- 1230.1.3. The staff member concerned shall have not less than fifteen days from the date of receipt initiating disciplinary proceedings to prepare their defence.

### *Hearing and enquiry*

- 1230.1.4. When staff members appear before the Disciplinary Board they shall have the right to submit written or oral observations, to call witnesses and to be assisted in their defence by a person of their own choice. The Governor shall likewise have the right to call witnesses.
- 1230.1.5. The parties may examine and challenge each other's witnesses. The Disciplinary Board shall decide on each request to call and question a witness.
- 1230.1.6. Witnesses shall sign the minutes recording their deposition.
- 1230.1.7. If the Disciplinary Board requires further information concerning the facts complained of or the circumstances in which they arose, it may order an enquiry in which each side can submit its case and reply to the case of the other side.
- 1230.1.8. The enquiry shall be conducted by the rapporteur. For the purpose of the enquiry the Disciplinary Board may call for any document relating to the matter before it.
- 1230.1.9. The Chair shall ensure that the Disciplinary Board's decisions are implemented. The secretary of the Disciplinary Board shall be responsible for the minutes of the meetings.

### *Opinion and subsequent decision*

- 1230.1.10. After consideration of the documents submitted and having regard to any statements made orally or in writing by the staff member concerned and by witnesses, and also to the results of any enquiry undertaken, the Disciplinary Board shall, by majority vote, deliver an opinion, stating its grounds, on the disciplinary measure appropriate to the facts complained of, and transmit the opinion to the Governor and to the staff member concerned within one month of the date on which the matter was referred to the Board. The time-limit shall be three months where an enquiry has been held on the instructions of the Disciplinary Board.
- 1230.1.11. All the members of the Disciplinary Board, including the Chair, shall have the right to vote.
- 1230.1.12. The Disciplinary Board's opinion stating grounds shall be signed by all members of the Disciplinary Board.
- 1230.1.13. The Governor shall take a decision within one month after having heard the staff member concerned.

#### *Costs*

- 1230.1.14. Costs incurred on the initiative of a staff member in the course of disciplinary proceedings, and in particular fees to a person chosen for their defence from outside the Bank, shall be borne by the staff member when the disciplinary proceedings result in any of the measures set out under Article 12 of the Staff Regulations.

#### *Re-opening of disciplinary proceedings*

- 1230.1.15. Where there are new facts supported by relevant evidence, disciplinary proceedings may be re-opened by the Governor on his/her own initiative or on application by the staff member concerned.

# STAFF REGULATIONS

## ARTICLE 13. STAFF PARTICIPATION

13.1. The Governor shall maintain contact and communication with staff to ensure effective staff participation in discussing issues relating to working conditions and staff welfare.

13.2. The General Meeting of Staff shall be the organ in which all staff members may express their opinions on their terms of employment and working conditions and pensioners on the conditions concerning them. The General Meeting of Staff shall be held annually and shall elect its own Chair and adopt its own Rules of Procedure.

13.3. There shall be a Staff Committee. Its composition shall be determined by way of elections in which all staff members and pensioners shall be entitled to vote. The term of office of the members of the Staff Committee shall be two years.

13.4. The Governor shall consult the Staff Committee on any envisaged amendment to, or adoption of, Staff Regulations, Rules, Instructions or Policies, or any other legal provisions which affect staff members' rights or obligations, as well as on any proposals to the Administrative Council regarding strategic orientations in staff policy which would affect these or any other Regulations. The Staff Committee shall give the opinion requested within a time limit set by the Governor, which may not be less than fifteen working days unless mutually agreed.

13.5. The Staff Committee shall be entitled to make proposals to the Governor, on behalf of staff, on questions pertaining to salaries, allowances and pensions and questions relating to staff welfare and staff administration.

13.6. The Staff Committee shall have the right to submit to the Administrative Council, through the Governor, any draft or proposal related to these or any other Regulations concerning staff. The Governor shall be entitled to submit to the Administrative Council comments on any such draft or proposal. Any oral communication between the Staff Committee and the Administrative Council shall take place in the presence of the Governor.

13.7. Staff members may form and join trade unions, other associations, or groups. However, the Staff Committee shall be the only authorised representative of staff for the purposes of formal communication with the Governor or the Administrative Council.

13.8. The Governor shall establish standing joint advisory committees, composed of staff members nominated by the Governor and other staff members nominated by the Staff Committee, and consult them, in particular on the following matters:

13.8.1. imposition of disciplinary sanctions (Disciplinary Board);

13.8.2. general questions of workplace safety and security; as well as staff well-being (Health and Safety Committee).

13.9. The Governor may set up ad hoc joint committees with specific mandates.

## Staff Rules

### 1310. General meeting of staff

- 1310.1. In addition to the ordinary annual General Meeting of Staff, it shall be convened in extraordinary session if 15% of active and/or retired staff members so request in writing, stating their reasons. A maximum of two extraordinary sessions may be held each year. Sessions, whether ordinary or extraordinary, shall be held during the Bank's working hours.

### 1320. Staff Committee

#### 1320.1. Membership, elections, rules of procedure

- 1320.1.1. The Staff Committee members shall be elected within two electoral colleges, the first representing active staff members, the second representing retired staff members which shall elect one member.
- 1320.1.2. First electoral college: all staff members shall be entitled to vote and all staff members in service for at least six months shall be entitled to stand for election.
- 1320.1.3. Second electoral college: all retired staff members of the CEB shall be entitled to vote and to stand for election.
- 1320.1.4. The member of the second electoral college shall only attend meetings of the Staff Committee and express their views when the Staff Committee deals with pensions and social or medical protection.
- 1320.1.5. The Staff Committee shall be elected by secret ballot. Elections shall be valid only if a majority of the staff entitled to vote takes part.
- 1320.1.6. Other conditions for election to the Staff Committee and its composition shall be laid down by the General Meeting of Staff.
- 1320.1.7. The Staff Committee shall adopt its own Rules of Procedure in compliance with the Bank's Articles of Agreement and Staff Regulations.

#### 1320.2. Role

- 1320.2.1. The Staff Committee shall represent the general interests of the staff and contribute to the smooth running of the CEB by providing the staff with a channel for the expression of their opinions. It may also defend the interests of retired staff and other beneficiaries of the Pension Schemes.
- 1320.2.2. The Staff Committee shall be responsible for organising elections of staff representatives to those bodies of the CEB where provision is made for such representation, unless it is expressly provided that the said representatives shall be appointed directly by the Committee.
- 1320.2.3. The Staff Committee shall participate in the management and supervision of social welfare bodies set up by the CEB in the interests of its staff. It may, with the consent of the Governor, set up such welfare services.
- 1320.2.4. The Staff Committee shall bring to the notice of the Governor any difficulty having general implications that concerns the interpretation and application of the Staff Regulations. It may be consulted on any difficulties of this kind.
- 1320.2.5. In addition, the Governor may consult the Staff Committee on any other measure of a general kind concerning the staff. The Governor shall keep the Staff Committee informed of any plans the Administrative Council undertakes to reform the Articles of Agreement, as well as any other regulations concerning the staff.
- 1320.2.6. The Staff Committee may keep the Administrative Council informed of any proposal on the matters referred to in Article 13.6 of the Staff Regulations. The Administrative Council may consult the Staff Committee in the most appropriate manner in any proceedings relating to any envisaged amendment to, or adoption of, Staff Regulations.

- 1320.2.7. If no opinion has been delivered within the period set out under Article 13.4 of the Staff Regulations, the Governor or the Administrative Council, as the case may be, shall proceed.
- 1320.2.8. Documents drafted by the Staff Committee for the Administrative Council shall be transmitted to the Chair of the Administrative Council by the Governor within fifteen days of his/her receiving them.

### 1330. Health and Safety Committee

The Health and Safety Committee (hereafter referred to as the "HSC") is in charge of advising the Governor on ways of protecting the health and safety of persons on the CEB's premises, of analysing and improving working conditions and ensuring that the relevant rules are complied with.

#### 1330.1. Composition

The HSC is composed of a Chair, appointed annually by the Governor, and of the following members:

- the Head of Human Resources Division or their representative;
- the Head of Facility Management and Security Division or their representative;
- the Head of Operational Risks Division or their representative;
- the CEB's Medical Officer;
- two representatives appointed by the Staff Committee or their substitutes.

A Secretary is appointed by the HSC from among its members.

The HSC may, when it deems it necessary and after the Governor has given his/her consent, consult any qualified person, whether within or outside the CEB.

The members of the HSC may receive technical and/or legal training intended to enhance their ability to detect and assess risks in the workplace.

#### 1330.2. Role

The role of the HSC is to:

- assess working conditions and compliance with the rules previously established in this area from the point of view of health and safety, at the request of the Governor or the Staff Committee;
- analyse, at the request of the Governor or the Staff Committee, risks present in the workplace to which staff and other persons on the CEB's premises may be exposed;
- recommend any initiative which it deems appropriate to prevent risks in the workplace or any other accident and to propose preventive measures for this purpose;
- be consulted by the Governor on office space design and internal rules proposals which may significantly alter working conditions from the point of view of health and safety;
- be consulted on measures taken to adapt workstations for handicapped staff members;
- give an opinion on any matters within its scope, if required.

### 1330.3. Tasks

The Committee shall:

- carry out an annual general inspection of the CEB's premises;
- carry out inspections whenever it deems necessary;
- conduct an investigation whenever a serious accident occurs on the CEB's premises;
- produce an annual report on its activities and on health and safety at the CEB to be submitted to the Governor, to the Staff Committee and to the Committee for Operational Risks and Organisation (CORO).

Reports shall also be drawn up for each general or occasional inspection.

### 1330.4. Functioning

- 1330.4.1. The HSC shall meet, on the initiative of its Chair, at least once every six months. It may meet following a substantiated request, put forward by at least two of its members. It shall meet following any accident that has, or could have, had serious consequences.
- 1330.4.2. The agenda shall be drawn up by the Chair and Secretary, and sent to the members by the Secretary at least ten days in advance (except in cases of emergency).
- 1330.4.3. The Governor shall provide the HSC with any information the latter requests relating to its scope.
- 1330.4.4. The HSC's deliberations shall be valid only if all its members are present or represented.

# STAFF REGULATIONS

## ARTICLE 14. GRIEVANCE PROCEDURES

14.1. The Governor shall establish appropriate procedures to deal with staff members' grievances relating to their terms of employment or working conditions.

14.2. In cases of dispute, amicable resolution shall be encouraged whenever possible. A mechanism for independent mediation shall be established to assist in the prevention and non-contentious resolution of disputes.

14.3. Staff members who consider that an administrative decision is prejudicial to their interest and conflicts with their terms and conditions of appointment, or with any pertinent provisions of the Staff Regulations, Rules, Instructions or Policies, may lodge a formal complaint with the Governor against the contested administrative decision adversely affecting them, provided that they have a direct and existing interest in doing so. The Governor may propose to the staff member to reach an amicable settlement before a Conciliation Board. The modalities of the complaint procedure, including the conciliation procedure, shall be set out in Staff Rules adopted by the Governor.

14.4. The Governor's decision on the complaint or concluding the conciliation or failure of a conciliation procedure may be appealed to the Administrative Tribunal of the Council of Europe in accordance with the provisions of the Tribunal's Statute. While an appeal is pending, the Governor shall refrain from taking any further measure in respect of the staff member which, if the appeal was upheld, would make the redress sought impossible.

14.5. An appeal may be lodged with the Administrative Tribunal by a staff member, without first lodging a formal complaint with the Governor, against the imposition of a disciplinary sanction, with the exception of a written reprimand.

14.6. The Administrative Tribunal's judgments shall be final and binding on the parties.

14.7. Within thirty days of the date of notification of the annulment by the Administrative Tribunal of a decision of the Governor, the Governor may, where she/he deems it not in the interest of the Bank to take the steps which such annulment would imply, decide that an amount of compensation be paid to the appellant as redress for any injury incurred. This amount, which shall be fixed by the Tribunal, shall normally not exceed the equivalent of two years of emoluments of the appellant. The Tribunal may, however, in exceptional circumstances, when it considers it justified, order the payment of a higher compensation. A statement of the specific reasons for such an order shall be made.

14.8. Filing a complaint or lodging an appeal shall not suspend the contested administrative decision. However, the staff member may file a request with the Administrative Tribunal to suspend the implementation of a contested administrative decision in cases of particular urgency where the implementation of the administrative decision would cause serious and irreparable damage to the staff member.

14.9. In addition to staff members, the complaints and appeals procedure shall be open *mutatis mutandis* to:

- 14.9.1. former staff members of the Bank;
- 14.9.2. persons claiming through staff members or former Bank staff members;
- 14.9.3. job candidates, insofar as their complaint or appeal concerns irregularities of the selection process directly affecting them;
- 14.9.4. the Staff Committee, where the procedure relates to an act directly affecting the Staff Committee or its powers under the Staff Regulations

## Staff Rules

### 1410. Mediation

#### 1410.1. Appointment and term of office of the Mediator

- 1410.1.1. The Governor shall appoint the Mediator, chosen from a list prepared by the Directorate in charge of Human Resources, after consultation with the Staff Committee.
- 1410.1.2. In principle, the term of the Mediator shall be two years, subject to the provisions of paragraphs below. After consulting with the Staff Committee, the Governor may decide to renew the Mediator's term of office twice.
- 1410.1.3. The Mediator shall continue to perform their duties until their successor has been appointed or they themselves have been reappointed.
- 1410.1.4. The Mediator shall continue to deal with any cases referred to them before the end of their term of office.

#### 1410.2. Scope of mediation

- 1410.2.1. All staff members, former staff members, or claimants to their rights may refer matters to the Mediator, whatever the nature of their (former) contract.
- 1410.2.2. They may ask the Mediator to examine their individual complaints and contribute to resolving individual disputes with:
  - any of the Bank's services in charge of human resources management or any other of the Bank's services;
  - in the case of staff members, their managers or other staff members.

The Mediator may refuse any case for which they have been consulted without having to justify that decision. They shall refuse any case that has been the subject of a final decision by the Administrative Tribunal.

#### 1410.3. Duties and powers of the Mediator

- 1410.3.1. The Mediator shall endeavour to find an amicable settlement of the disputes submitted to them, through the use of any means that they deem appropriate including interviews, confrontations or recommendations.
- 1410.3.2. The Mediator shall have access to any documents that they deem useful and to the personal administrative files of the staff members concerned, in compliance with the rules relating to access to such documents.
- 1410.3.3. The Mediator shall have regard to the Staff Regulations and Staff Rules and other applicable provisions, as well as to the principles and values enshrined in such instruments as the European Convention on Human Rights and the European Social Charter. The Mediator may also consider the notion of equity in seeking a solution.
- 1410.3.4. The Mediator shall present to the person concerned and to the other parties a proposal for amicable settlement. Should the Mediator find that it is not possible to propose a satisfactory solution in a reasonable time, they shall inform the persons directly concerned and the Governor, stating the reasons that prevented them from settling the matter.
- 1410.3.5. The person requesting mediation may notify the Mediator in writing at any time that they wish to withdraw their complaint. Upon receipt of such notification, the Mediator shall inform in writing all the persons involved, that the mediation has been terminated.

- 1410.3.6. The Mediator may inform the person requesting mediation, in writing, that they have decided to terminate the mediation, stating their reasons for doing so.
- 1410.3.7. The Mediator shall perform their duties in a fully independent manner: while in office, they shall not exercise any functions nor conduct any activities that may affect their impartiality or that are likely to be considered as doing so by the staff or the Governor.
- 1410.3.8. The Mediator shall observe strict confidentiality concerning all the information disclosed to them in the course of the mediation, except where the person requesting assistance consents to the disclosure of certain information for the purpose of the mediation, in compliance with the provisions of the CEB Data Protection Regulations. Any person interviewed in a mediation shall also observe strict confidentiality concerning the mediation.
- 1410.3.9. Unless specifically requested in writing by the staff member concerned, no document concerning the mediation shall be included in the latter's personal administrative file. All documents relating to the persons involved in the mediation shall be destroyed by the Mediator upon closure of the case or, at the latest, at the end of their term of office.
- 1410.3.10. The Mediator shall be responsible for handling their own secretarial duties. The CEB shall provide the Mediator with all the necessary support to effectively carry out their duties. Staff members who provide support to the activities of the Mediator shall be bound by the same strict rule of confidentiality.

#### 1410.4. Relations with other procedures

- 1410.4.1. Requests to the Mediator may be made at any time, in principle following the failure of the initial action taken by the person concerned. The request for mediation shall not interrupt or suspend the time limits laid down in paragraph 1420 below; where applicable, the Mediator shall draw the applicant's attention to the time limits applicable to complaints and appeals and, if deemed appropriate, the possibility to request the suspension of the proceedings to the competent authority. The Mediator may examine a complaint concerning a case that is the subject of ongoing legal proceedings if their intervention is likely to enable the parties to terminate said proceedings.

#### 1410.5. Activity report

- 1410.5.1. Every year or as necessary, the Mediator shall present an activity report to the Governor stating the number and nature of the problems submitted to them, whether or not they were solved and, where applicable, what obstacles prevented amicable solutions from being found. This report may also mention cases that raise questions relating to human resources or administrative management.
- 1410.5.2. The Mediator may make recommendations and suggest amendments to the Staff Rules, as well as changes in administrative practices.
- 1410.5.3. The report shall be published on the Bank's intranet, and where applicable, the Governor shall take the necessary follow-up action.

### 1420. Disputes

#### 1420.1. Administrative requests

Staff members may submit to the Governor a request inviting him/her to take a decision or measure which he/she is required to take relating to them. If the Governor has not replied within sixty days to the staff member's request, such silence shall be deemed an implicit decision rejecting the request. The request must be made in writing and lodged via the Director in charge of Human Resources. The sixty-day period shall run from the date of receipt of the request by the Bank, which shall acknowledge receipt thereof.

## 1420.2. Administrative complaints

- 1420.2.1. The complaint must be made in writing and lodged via the Director in charge of Human Resources:
- within thirty days from the date of publication of the act concerned, in the case of a general measure; or
  - within thirty days of the date of notification of the act to the person concerned, in the case of an individual measure; or
  - if the act has been neither published nor notified, within thirty days from the date on which the complainant learned thereof; or
  - within thirty days from the date of the implicit decision rejecting the request referred to in the preceding paragraph.
- 1420.2.2. The Director in charge of Human Resources shall acknowledge receipt of complaints. In exceptional cases and for duly justified reasons, the Governor may declare admissible a complaint lodged after the expiry of the time limits.
- 1420.2.3. The Governor shall give a reasoned decision on the complaint as soon as possible and not later than thirty days from the date of its receipt and shall notify it to the complainant. Should the Governor not reply to the complainant within that period, he/she shall be deemed to have given an implicit decision rejecting the complaint. The decision on the complaint may be implicit or explicit.

## 1420.3. Conciliation

- 1420.3.1. However, the Governor may, within thirty days from the date of receipt of the complaint, propose to the staff member to reach an amicable settlement before a Conciliation Board. The staff member shall inform the Governor whether they accept such proposal within fifteen days. The procedure of conciliation shall not be used to challenge the outcome of a disciplinary procedure.
- 1420.3.2. The Conciliation Board shall be composed of three members: the Chair of the Disciplinary Board, acting as Chair of the Conciliation Board, a member appointed by the Governor and a member chosen by the Staff Committee, according to the appointment procedure set out in the implementing Staff Rules of Article 12 of the Staff Regulations. The Board shall be completely independent in the discharge of its duties.
- 1420.3.3. The Conciliation Board shall address a written recommendation to the Governor within sixty days of the staff member's acceptance to reach an amicable settlement. The Governor shall adopt a reasoned decision, and communicate it to the staff member concerned within thirty days from the receipt of the recommendation of the Conciliation Board, unless the conciliation procedure has failed. The conciliation procedure shall be deemed to have failed if the Conciliation Board does not, within sixty days of the staff member's acceptance to reach an amicable settlement, make a recommendation for conciliation to the Governor, unless the Conciliation Board agrees in writing that an extension of thirty days is needed.

## 1420.4. Appeals procedure

- 1420.4.1. An appeal shall be lodged in writing within sixty days from the date of notification of the Governor's decision on the complaint or from the expiry of the thirty-day limit for the Governor's reply or from the date of notification of the Governor's decision concluding the conciliation, or from the date on which the conciliation procedure is deemed to have failed. Nevertheless, in exceptional cases and for duly justified reasons, the Administrative Tribunal may declare admissible an appeal lodged after the expiry of these periods.

#### 1420.5. Calculation of time limits

- 1420.5.1. The time limits provided for in case of disputes shall run from the day following the day on which the relevant event occurred and shall expire at midnight (Paris time) on the last day of the time limit. Saturdays, Sundays and public holidays at the CEB (Paris) shall be taken into account when calculating a time limit. Where the last day of the time limit is a Saturday, a Sunday or a public holiday or non-working day at the CEB (Paris), the time limit shall expire on the next working day.

# STAFF REGULATIONS

## Article 15. Final provisions

15.1. In case of conflict between these Regulations and any provision contained in a Rule, Instruction, or Policy, these Regulations shall prevail.

15.2. These Regulations may be amended by the Administrative Council. Unless otherwise decided, amendments so made to these Regulations shall apply to all staff.