

EUROCONTROL

European Organisation for the Safety of Air Navigation

CONDITIONS OF EMPLOYMENT

**of CONTRACT STAFF
at EUROCONTROL**

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CONDITIONS OF EMPLOYMENT OF CONTRACT STAFF AT EUROCONTROL

Checklist of amendments

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* This reference also figures next to the number of the article amended.

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CONDITIONS OF EMPLOYMENT OF CONTRACT STAFF AT EUROCONTROL

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THE SCHEME OF CONTRACT STAFF AT EUROCONTROL

CHAPTER 1

GENERAL PROVISIONS

Article 1 (3)

The scheme shall apply to those engaged under contract by EUROCONTROL, who will be referred to hereafter as "contract staff".

The provisions of Articles 1a and 1b of the Staff Regulations governing officials of the EUROCONTROL Agency (hereafter "the Staff Regulations") shall apply by analogy.

Article 2 (17)

1. "Contract staff" shall mean:
 - either staff appointed for a fixed term, pursuant to the provisions of Article 8.1 below, who are not assigned to a post in the staff establishment plan as provided for in Article 6 of the Staff Regulations and General Conditions of Employment (hereinafter referred to as "GCE") and are not included in the headcount of officials and servants at the Maastricht Centre;
 - or staff appointed for a fixed term, pursuant to the provisions of Article 8.1 below, who are assigned to a post for contract staff in the staff establishment plan as provided for in Article 6 of the Staff Regulations and GCE and are included in the headcount in the Agency.
2. Contract staff shall be appointed part-time or full-time to carry out support or other duties as defined in Article 3. They shall not, however, be used for key management functions, such as contribution and advice to strategic objectives and matters, strategic networking, representation of the Agency, development of business objectives, or be responsible for the management of human and financial resources and processes (staff recruitment and selection decisions, establishment of performance appraisals, responsible for budget management, financial delegation, procurement decisions), management and coordination of large-scale programmes.

Contract staff shall always perform their tasks under the responsibility and supervision of an official or MUAC servant.

3. Operational functions at the Maastricht Centre and at the NMD shall not be carried out by contract staff.
4. The number of contract staff should not exceed 50% of the number of budgetary posts for officials/servants (excluding FCO and O grade posts), but can be increased in order to avoid hiring external services.
5. The Director General shall submit a report to the budgetary authority each year on the employment of contract staff, which shall include information on numbers involved, level and type of post, geographical balance and budgetary resources for each function group.

6. The remuneration, indemnities, allowances, career progression such as step advancement or promotion, annual salary updates and any rewards of contract staff shall be financed by the appropriations for that purpose as defined in paragraph 1 of this Article.

Article 3 (3) (17)

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

Function group	Grades	Duties
IV	13 to 18	Complex administrative, technical, advisory and other specialist tasks
III	8 to 12	Administrative and technical specialist tasks
II	4 to 7	Administrative and technical tasks
I	1 to 3	Manual, technical, and administrative support tasks

3. Based on this table, the Director General defines the powers attaching to each type of duties.
4. The provisions of the Staff Regulations on measures of a social nature and working conditions shall apply by analogy.

CHAPTER 2

RIGHTS AND OBLIGATIONS

Article 4 (3) (17)

Contract staff holding a contract of more than one year shall be eligible to vote and stand as candidates for the Staff Committee (Officials) or Staff Committee (Servants) provided for in Article 9 of the Staff Regulations and Article 9 of the GCE respectively, depending on their place of employment. The Joint Committee also provided for in Article 9 may be consulted by the Director General on any question of a general nature concerning contract staff.

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

Any decision requiring damage suffered by the Agency as a result of serious misconduct to be made good, as provided for in Article 22 of the Staff Regulations, shall be taken by the Director General after observing the formalities provided for in cases of dismissal for serious misconduct.

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

CHAPTER 3

CONDITIONS OF ENGAGEMENT

Article 5 (17)

1. Contract staff shall be selected on the broadest possible geographical basis from among nationals of Member States and without distinction as to racial or ethnic origin, political, philosophical or religious beliefs, age or disability, gender or sexual orientation and without reference to their marital status or family situation.
2. Recruitment as contract staff shall require at least:
 - a) in function group I:
 - i) level of completed compulsory education, or
 - ii) where justified in the interests of the service, professional training or professional experience of an equivalent level;
 - b) in function group II:
 - i) a level of post-secondary education attested by a diploma, or
 - ii) a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least two years, or
 - iii) where justified in the interest of the service, professional training of an equivalent level;
 - c) in function group III:
 - i) a level of post-secondary education attested to by a diploma and appropriate professional experience of three years, or
 - ii) a level of education which corresponds to completed university studies of at least three years attested to by a diploma and appropriate professional experience of one year, or
 - iii) a level of education which corresponds to completed university studies attested to by a diploma, when the normal period of education is four years or more, or
 - iv) where justified in the interests of the service, professional training of an equivalent level;
 - d) in function group IV:
 - i) a level of education which corresponds to completed university studies attested to by a diploma, when the normal period of education is four years or more, or
 - ii) where justified in the interest of the service, professional training of an equivalent level.
3. A member of the contract staff may be engaged only on condition that he:

- a) is a national of one of the Member States, unless an exception is authorised by the Director General and enjoys his full rights as a citizen;
 - b) has fulfilled any obligations imposed on him by the laws concerning military service;
 - c) produces the appropriate character references as to his suitability for the performance of his duties;
 - d) is physically fit to perform his duties; and
 - e) produces evidence of a thorough knowledge of one of the working languages of the Agency and of a satisfactory knowledge of the other language to the extent necessary for the performance of his duties.
4. In the initial contract, the Director General may waive the requirement that the person concerned should produce documentary evidence that he fulfils the conditions in points (a), (b), (c) or (d) of paragraph 2 and in points (a), (b) and (c) of paragraph 3 where his engagement is for not more than three months.
 5. Contract staff shall be selected by the Directorate of Human Resources in conjunction with the host service with a view to ensuring the appointment of candidates who meet the requirements of the post and safeguarding the principle of transparency.
 6. Contract staff may occupy a post under the Staff Regulations or the GCE only if, as an internal candidate, they are appointed as an official or servant under the conditions laid down for the recruitment of such officials or servants as provided for in Article 10a below, or as an external candidate, they are appointed under the conditions provided for in Article 30.1.v) of the Staff Regulations or the GCE.

Article 6

Before being engaged, a member of the contract staff shall be medically examined as provided for in Article 35 of the Staff Regulations applicable by analogy in order to ensure that he fulfils the requirements of Article 5.3 d) above.

Article 35, second indent, of the Staff Regulations shall apply by analogy.

Article 7

1. A member of the contract staff whose contract is concluded for a duration of at least one year shall serve a probationary period for the first six months of his period of employment if he is in function group I and the first nine months if he is in any other function group.
2. Where during his probationary period a member of the contract staff is prevented by sickness or accident from performing his duties for one month or more, the Director General may extend his probationary period by the corresponding length of time.
3. Not less than one month before the expiry of the probationary period, a report shall be made on the ability of the member of the contract staff to perform the duties pertaining to his post and also on his conduct and efficiency in the service. The report shall be communicated to the person

concerned, who shall have the right to submit his comments in writing. A member of the contract staff whose work has not proved adequate to justify retention in his function shall be dismissed.

4. A report on the probationary member of the contract staff may be made at any time during the probationary period if his work is proving obviously inadequate. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. On the basis of the report, the Director General may decide to dismiss the member of the contract staff before the end of the probationary period by giving him one month's notice.
5. A dismissed member of the contract staff shall be entitled to compensation equal to one third of his basic salary per month of probation completed.

CHAPTER 4

DURATION OF THE CONTRACT

Article 8 (10) (17)

1. The contracts of contract staff may be concluded for a fixed period of at least three months and not more than three years. They may be renewed for two fixed periods of not more than three years each. The initial contract and the first renewal must be of a total duration of not less than six months for function group I and not less than nine months for the other function groups.
2. Where a member of the contract staff is assigned to a post for contract staff of a lasting nature or can be assigned to a vacant post for contract staff of a lasting nature, the Director General shall, in the interests of the service, convert his fixed-term appointment to an appointment for an undetermined period as a member of the contract staff, provided that he has completed a minimum five years of service and that his performance is satisfactory.

Article 9

1. Upon recruitment, or renewal of the contract, the grading applied to the member of the contract staff within each function group shall take account of his qualifications and professional experience. To meet the specific needs of the Agency, labour market conditions prevailing in the area concerned may also be taken into account. Within their grade, such contract staff shall be recruited in the first step.
2. Where a member of the contract staff moves to a new post within a function group, he shall not be classified in a lower grade or step than in his former post.

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

Article 10 (8) (17)

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

2. A member of the contract staff who has been at one step in his grade for two years may advance to the next step in that grade, if his performance is satisfactory.
3. Classification in the next higher grade in the same function group shall be by decision of the Director General. It shall be effected by classifying such contract staff in the first step of the next higher grade. Such advancement shall be exclusively by selection from among contract staff who have completed a minimum period of two years in their grade, after consideration of the comparative merits of such contract staff eligible for advancement to a higher grade and of the appraisal reports on them.

In addition, if a member of the contract staff is appointed for a fixed period, he may be classified in the next higher grade only in a year in which the contract is renewed.

4. A member of the contract staff may change to a higher function group only through participation in a general selection procedure organised in the conditions laid down by a General Implementing Provision of the Director General.
5. Article 44.2 and 44.3 of the Staff Regulations concerning specific rewards, including anticipation of the next step, shall apply by analogy to contract staff engaged for a period of not less than one year.

Article 10a (17)

1. Contract staff may apply for a competition published in accordance with Article 30.1.iv) of the Staff Regulations or the GCE only after having performed three years of service as contract staff.
2. The appointing rules as laid down in Articles 33 to 35 of the Staff Regulations and Articles 34 to 35a of the GCE shall apply if contract staff is appointed as an official or servant following an internal competition.

CHAPTER 5

WORKING CONDITIONS

Article 11 (3) (17)

1. Articles 42a and 42b and Articles 55 to 61 of the Staff Regulations, as supplemented by the relevant Rules of Application, concerning leave, hours of work, overtime, and public holidays, shall apply by analogy. Article 56.5 of the GCE shall be applicable by analogy when the contract staff have to perform shift work. Special leave shall not extend beyond the term of the contract.

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

On expiry of these time limits, a member of the contract staff whose contract is not terminated despite the fact that he is still unable to resume his duties, shall be placed on unpaid leave.

However, where a member of the contract staff contracts an occupational illness or sustains an accident in the performance of his duties, he shall continue to receive his full remuneration

throughout the period during which he is incapable of working until such time as he is awarded an invalidity allowance under Article 21.

2. In exceptional circumstances, a member of the contract staff may at his own request be granted unpaid leave on compelling personal grounds. The Director General shall determine the length of such leave, which shall not exceed one quarter of the length of time already worked by contract staff or:
 - three months if contract staff's seniority is less than four years;
 - twelve months in all other cases.

Any period of leave granted in accordance with the preceding paragraph shall not count for the purposes of application of the provisions relating to the special levy provided for in Article 66a of the Staff Regulations.

While a member of the contract staff is on unpaid leave, his membership of the social security scheme provided for in Article 14 of the scheme shall be suspended.

However, a member of the contract staff who is not gainfully employed may, not later than one month following that in which unpaid leave begins, apply to continue to be covered against the risks referred to in Article 14 below, provided that he bears half the cost of the contributions provided for in that Article for the duration of his leave; the contribution shall be calculated by reference to his last basic salary.

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

A member of the contract staff who is called up for military service or alternative service shall cease to receive his remuneration but shall retain his right under these the scheme to advancement to a higher step.

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

CHAPTER 6

REMUNERATION AND EXPENSES

Article 12

1. The remuneration of contract staff shall comprise basic salary, family allowances and other allowances.
2. Articles 63, 64, 65 and 65a of the Staff Regulations, concerning the currency in which remuneration is to be expressed and adjustments to such remuneration, shall apply by analogy.
3. Articles 66, 67, 67a, 68 and 69 of the Staff Regulations, concerning basic salaries, family allowances, expatriation allowance and payment in the event of death, shall apply by analogy.

4. The provisions of Article 66a of the Staff Regulations on the special levy shall apply by analogy to contract staff. The provisions of Annex V of the Staff Regulations concerning the tax on EUROCONTROL staff remuneration shall apply by analogy to contract staff.
5. Articles 1, 2, 3 and 4 of Rule of Application No. 7 of the Staff Regulations, concerning payment of family allowances and expatriation allowance shall apply by analogy.
6. A member of the contract staff shall be entitled to reimbursement of expenses incurred by him on taking up appointment, transfer or leaving the service, and also to reimbursement of expenses incurred in the course of or in connection with the performance of his duties, in accordance with the conditions laid down in Rule of Application No. 8 of the Staff Regulations applicable by analogy and subject to the provisions set out below.
7. A member of the contract staff engaged for a fixed period of not less than 12 months shall, as provided for in Article 5 of Rule of Application No. 8 of the Staff Regulations, be entitled to reimbursement of his removal expenses.
8. A member of the contract staff engaged for a fixed period of not less than one year shall receive an installation allowance as provided for in Article 5 of Rule of Application No. 8 of the Staff Regulations amounting, for an expected period of service of:
 - not less than one year but less than two years, to one third
 - not less than two years but less than three years, to two thirds
 - three years, to three thirds

of the rate laid down in Article 1 of Rule of Application No. 8 of the Staff Regulations.

9. The resettlement allowance provided for in Article 2 of Rule of Application No. 8 of the Staff Regulations shall be granted to contract staff who have completed four years' service. A member of the contract staff who has completed more than one year's but less than four years' service shall receive a resettlement allowance proportionate to his length of service, incomplete years being disregarded.
10. In cases where a husband and wife who are officials or contract staff are both entitled to the settlement allowance or resettlement allowance, this shall be payable only to the person whose basic salary is the higher.
11. Article 6 of Rule of Application No. 8 of the Staff Regulations concerning the daily subsistence allowance shall apply. However, a member of the contract staff who is engaged for a fixed period of less than 12 months and who furnishes evidence that it is impossible for him to continue to live in his place of residence shall be entitled to the daily subsistence allowance for the duration of his contract.
12. Article 4 of Rule of Application No. 8 of the Staff Regulations, concerning annual payment of travel expenses from place of employment to place of origin, shall apply only to contract staff who have completed not less than nine months' service.
13. Article 5 of Rule of Application No. 7 of the Staff Regulations, concerning payment of sums due, shall apply by analogy.

Article 13 (1) (2) (4) (5) (6) (7) (9) (11) (12) (13) (14) (15) (16) (18)

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

Group	Grade	Step						
		1	2	3	4	5	6	7
IV	18	6,873.26	7,016.20	7,162.10	7,311.04	7,463.10	7,618.29	7,776.72
	17	6,074.74	6,201.09	6,330.07	6,461.68	6,596.07	6,733.22	6,873.26
	16	5,369.04	5,480.69	5,594.67	5,711.01	5,829.79	5,951.02	6,074.74
	15	4,745.31	4,843.97	4,944.71	5,047.55	5,152.50	5,259.66	5,369.04
	14	4,194.02	4,281.25	4,370.27	4,461.14	4,553.92	4,648.62	4,745.31
	13	3,706.78	3,783.86	3,862.56	3,942.88	4,024.87	4,108.58	4,194.02
III	12	4,745.19	4,843.89	4,944.61	5,047.45	5,152.40	5,259.56	5,368.92
	11	4,193.97	4,281.18	4,370.22	4,461.08	4,553.87	4,648.56	4,745.19
	10	3,706.77	3,783.84	3,862.53	3,942.85	4,024.84	4,108.54	4,193.97
	9	3,276.16	3,344.29	3,413.83	3,484.81	3,557.28	3,631.24	3,706.77
	8	2,895.57	2,955.78	3,017.25	3,079.99	3,144.03	3,209.42	3,276.16
II	7	3,276.10	3,344.23	3,413.79	3,484.78	3,557.26	3,631.24	3,706.78
	6	2,895.42	2,955.66	3,017.12	3,079.89	3,143.95	3,209.33	3,276.10
	5	2,559.02	2,612.23	2,666.58	2,722.03	2,778.66	2,836.44	2,895.42
	4	2,261.67	2,308.73	2,356.73	2,405.75	2,455.81	2,506.86	2,559.02
I	3	2,786.21	2,844.05	2,903.06	2,963.30	3,024.78	3,087.58	3,151.65
	2	2,463.13	2,514.25	2,566.41	2,619.68	2,674.05	2,729.57	2,786.21
	1	2,177.52	2,222.71	2,268.83	2,315.92	2,363.97	2,413.05	2,463.13

Note: The revised above scale is applicable effective 1 July 2019.

2. In order to meet the specific needs of the Agency and the labour conditions and taking into account the responsibility of the function, the Director General may decide exceptionally to increase the remuneration of contract staff in grade 18 of the salary grid above, up to a maximum of 15%. The Director General may make use of this possibility to not more than 10% of the contract staff.

CHAPTER 7

SOCIAL SECURITY BENEFITS

Section A

SICKNESS AND ACCIDENT INSURANCE, SOCIAL SECURITY BENEFITS

Article 14 (17)

Articles 72 and 73 of the Staff Regulations, concerning sickness and accident cover, shall apply by analogy to contract staff during the period of employment, during sick leave and during the periods of unpaid leave referred to in Articles 4 and 11, second paragraph, fourth sub-paragraph, in accordance with conditions laid down therein; Article 72 of the Staff Regulations, concerning sickness cover, shall apply by analogy to contract staff in receipt of invalidity allowance and to recipients of a survivor's pension. Article 72 of the Staff Regulations shall also apply to contract staff in receipt of a retirement pension.

If, however, the medical examination provided for in Article 6 shows the member of the contract staff to be suffering from sickness or invalidity, the Director General may decide that expenses arising from such sickness or invalidity are to be excluded from the reimbursement of expenditure provided for in Article 72 of the Staff Regulations.

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

The Director General may, after obtaining the advice of the Agency's medical officer, decide that the one-month time-limit within which the application must be made and the six-month limit provided for in the preceding paragraph shall not apply where the person concerned is suffering from a serious or protracted illness contracted during his employment, which he has reported to the Agency before the end of the six-month period provided for in the preceding paragraph, on condition that the person concerned undergoes a medical examination arranged by the Agency.

Article 15 (1) (2) (4) (5) (6) (7) (9) (11) (12) (13) (14) (15) (16) (17) (18)

1. A former member of the contract staff who becomes unemployed when his service with the Agency is terminated and:
 - a) who is not in receipt of an invalidity allowance or a retirement pension from the Agency following a period of invalidity,
 - b) whose service is not terminated by resignation or by cancellation of the contract for disciplinary reasons,
 - c) who has completed a minimum of six months' service,
 - d) who is resident in a Member State,

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

Where he is entitled to unemployment benefits under a national scheme, he shall be obliged to declare this to the Agency. In such cases, the amount of those benefits shall be deducted from the allowance paid under paragraph 3.

2. To be eligible for this unemployment allowance, a former member of the contract staff shall:
 - a) be registered, at his own request, as seeking employment with the employment authorities of the Member State in which he establishes his residence;
 - b) fulfil the obligations laid down by the law of that Member State for persons in receipt of unemployment benefits under that law;
 - c) forward every month to the Agency a certificate issued by the competent national employment authority stating whether or not he has fulfilled the obligations and conditions referred to in (a) and (b).

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

The Director General shall, after obtaining the opinion of a committee of experts, lay down such provisions as it deems necessary for applying this Article.

3. The unemployment allowance shall be set by reference to the basic salary attained by the former member of the contract staff at the time of the termination of his service. The allowance shall be set at:
 - a) 60% of the basic salary for an initial period of 12 months,
 - b) 45% of the basic salary for the 13th to the 24th month,
 - c) 30% of the basic salary for the 25th to the 36th month.

Other than during an initial six-month period, in which the lower limit specified below is applicable but the upper limit is not, the amounts thus calculated may neither be less than EUR 1181.88 nor exceed EUR 2363.74. These limits shall be adjusted, in the same way as the salary scales referred to in Article 66 of the Staff Regulations, in accordance with Article 65 of the Staff Regulations.

4. The period during which the unemployment allowance is payable to a former member of the contract staff may not be more than 36 months from the date of termination of service and shall in no case exceed the equivalent of one third of the actual length of service completed. However, if, during that period, the former member of the contract staff ceases to fulfil the conditions laid down in paragraphs 1 and 2, payment of the unemployment allowance shall be suspended. Payment shall be resumed if, before the expiry of that period, the former member of the contract staff again fulfils the said conditions and is not entitled to national unemployment benefit.
5. A former member of the contract staff who is eligible for the unemployment allowance shall be entitled to the family allowances provided for in Article 67 of the Staff Regulations. The household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 1 of Rule of Application No. 7 of the Staff Regulations.

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

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

6. The unemployment allowance and family allowances shall be paid by the Agency in euro. No correction coefficient shall be applicable.
7. Contract staff shall contribute one third of the financing of the unemployment insurance scheme. That contribution shall be set at 0.81% of the basic salary of the person concerned after

deducting a standard allowance of EUR 1074.44 and without taking account of the correction coefficients provided for in Article 64 of the Staff Regulations. The contribution shall be deducted each month from the salary of the person concerned and paid, together with the remaining two thirds to be borne by the Agency, into a Special Unemployment Fund.

8. Unemployment allowances paid to former members of the contract staff who are unemployed shall be subject to the internal tax provided for in Annex V to the Staff Regulations applicable by analogy.
9. The national departments with responsibility for employment and unemployment, acting in accordance with their national legislation, and the Agency shall cooperate with each other in an effective manner in order to ensure that this Article is properly applied.
10. One year after the introduction of this unemployment insurance scheme and every two years thereafter, the Director General shall present the Permanent Commission with a report on the financial situation of the scheme. Independently of this report, the Director General may present to the Permanent Commission proposals for adjusting the contributions provided for in paragraph 7 if this is necessary in the interests of the balance of the scheme. The Permanent Commission shall act on the proposals in accordance with Article 2, paragraph 5 of the present Conditions of Employment.

Article 16

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

Article 17

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

Section B

INSURANCE AGAINST THE RISK OF INVALIDITY AND DEATH

Article 18

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

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

Article 19 (17)

Where the medical examination made before a member of the contract staff is engaged shows that he is suffering from sickness or invalidity, the Director General may, in so far as risks arising from such sickness or invalidity are concerned, decide to grant him guaranteed benefits in respect of invalidity or death only after a period of one year from the date of his entering the service of the Agency.

Contract staff may appeal against this decision to the Invalidity Committee provided for in paragraph 1 of Article 9 of the Staff Regulations.

Article 20 (17)

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

Article 52 of the Staff Regulations shall apply by analogy to recipients of an invalidity allowance.

A member of the contract staff shall be automatically retired on the last day of the month in which he reaches his pensionable age as defined for officials. If the recipient of an invalidity allowance retires before his pensionable age without having reached the maximum pension entitlement, the general rules on retirement pensions provided for in Title V, Chapter 2, Section 2 of the Staff Regulations and in Annex IV of the Staff Regulations shall be applied. The amount of the retirement pension shall be based on the salary for the grade and step occupied by the member of the contract staff when he became an invalid.

2. The invalidity allowance shall be 70% of the final basic salary of the member of the contract staff. However, it shall not be less than the minimum subsistence figure defined in Article 28.1. The invalidity allowance shall be subject to contributions to the pension scheme, calculated on the basis of that allowance.
3. Where the invalidity of the contract staff member arises from an accident in the course of or in connection with the performance of his duties, from an occupational disease, from a public spirited act or from risking life and limb to save another human being, the invalidity allowance shall not be less than 120% of the minimum subsistence figure defined in Article 28.1. In such cases the pension contributions shall be borne by the budget of the Agency.
4. In the case of invalidity deliberately brought about by the member of the contract staff, the Director General may decide that he should receive only the grant provided for in Article 28 below.
5. Persons entitled to an invalidity allowance shall also be entitled, in accordance with the conditions referred to in Annex IV to the Staff Regulations, to the family allowances referred to in Article 67 of the Staff Regulations; the household allowance shall be determined on the basis of the recipient's allowance.

Article 21

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

2. Entitlement to an invalidity allowance shall take effect on the first day of the month following which the invalidity of the person is recognised.
3. The Agency may require periodic examinations of the recipient of an invalidity allowance to establish that he still fulfils the conditions for payment of that allowance. If the Invalidity Committee finds that these conditions are no longer fulfilled, the member of the contract staff shall resume service with the Agency, providing his contract has not expired.

However, if it proves impossible to employ the person concerned in the service of the Agency, the contract may be terminated subject to payment of an amount corresponding to the remuneration that would have been paid during the period of notice and, where applicable, to the compensation for termination of contract provided for in Article 37(1). Article 28 shall also apply.

Article 22 (17)

1. The persons entitled under a deceased member of the contract staff, as defined in Chapter 4 of Annex IV to the Staff Regulations, shall be entitled to a survivor's pension as provided for in Articles 23 to 26 below.
2. In the event of the death of a former member of the contract staff in receipt of an invalidity allowance; or a former member of the contract staff who is in receipt of a retirement pension; or a former contract staff who leaves the service before reaching pensionable age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reached the pensionable age, the persons entitled under the deceased former member of the contract staff, as defined in Chapter 4 of Annex IV to the Staff Regulations, shall be entitled to a survivor's pension as provided for in that Annex.
3. Where the whereabouts of a member of the contract staff, or of a former member of the contract staff in receipt of an invalidity allowance or retirement pension, or of a former member of the contract staff who leaves the service before reaching pensionable age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reached the pensionable age, are unknown for more than one year, the provisions of Chapters 5 and 6 of Annex IV to the Staff Regulations dealing with provisional pensions shall apply by analogy to his spouse and to persons recognised as his dependants.

Article 23

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

Article 24 (17)

The surviving spouse of a member of the contract staff shall be entitled to a survivor's pension in accordance with Chapter 4 of Annex IV to the Staff Regulations. The pension shall not be less than 35% of the final basic monthly salary received by the contract staff member, nor less than the minimum subsistence figure defined in Article 28.1. On the death of a member of the contract staff, the amount of the survivor's pension shall be increased to 60% of the retirement pension which the contract staff member would have been entitled to if he had qualified, irrespective of length of service or of age, for such a pension at the time of death.

A person drawing a survivor's pension shall be entitled, on the conditions laid down in of application No. 7 of the Staff Regulations, to the family allowances specified in Article 67 of the Staff Regulations. However, the dependent child allowance shall be double that provided for in Article 67(1)(b) of the Staff Regulations.

Article 25 (17)

1. Where a member of the contract staff or person entitled to an invalidity allowance or a retirement pension following a period of invalidity dies leaving no spouse entitled to a survivor's pension, the children deemed to be dependent on him shall be entitled to an orphan's pension in accordance with Article 80 of the Staff Regulations.
2. The same entitlement shall apply to children who fulfil the foregoing conditions in the event of death or remarriage of a spouse who is entitled to a survivor's pension.
3. Where a member of the contract staff or person entitled to an invalidity allowance or a retirement pension dies but the conditions set out in paragraph 1 are not satisfied, the provisions of the third paragraph of Article 80 of the Staff Regulations shall apply.
4. In the event of the death of a contract staff member who leaves the service before reaching pensionable age and requests that his retirement pension be deferred until the first day of the calendar month following that in which he reached pensionable age, children deemed to be dependent under him shall be entitled to an orphan's pension on the same terms as those set out in the foregoing paragraphs.
5. The orphan's pension of a person treated as a dependent child as defined in Article 2(4) of Rule of Application No. 7 of the Staff Regulations may not exceed twice the dependent child allowance. However, entitlement to the pension shall cease if a third party is liable for maintenance under the national laws applicable.
6. No orphan's pension shall be payable where a natural parent who has been replaced by an adoptive parent dies.
7. Orphans shall be entitled to an education allowance in accordance with Article 3 of Rule of Application No. 7 of the Staff Regulations.

Article 26

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

Article 27

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

Section C

RETIREMENT PENSION AND SEVERANCE GRANT

Article 28 (3) (17)

1. On leaving the service, contract staff shall be entitled to a retirement pension, transfer of the actuarial equivalent or the payment of a severance grant in accordance with Chapter 2, Section 4 of Title V of the Staff Regulations and Annex IV to the Staff Regulations.

The minimum subsistence figure taken into account for the calculation of the benefits of contract staff shall correspond to the basic monthly salary of contract staff in function group I, grade 1, first step.

If contract staff is entitled to a retirement pension, his pension rights shall not cover periods corresponding to the contributions paid under Article 31 of these conditions.

2. Articles 11 and 12 of Annex IV of the Staff Regulations shall be applicable by analogy to contract staff.

Rule of Application No. 28 concerning the transfer of pension rights shall be applicable by analogy. For the purposes of application of Article 5 of this Rule, the deadline by which transfer applications must be submitted shall be set at six months following the end of the appointment as contract staff.

3. A person who becomes entitled to a retirement pension shall be entitled, as provided for in Rule of Application No. 7 of the Staff Regulations, to family allowances; the household allowance shall be calculated on the basis of the recipient's pension.

Article 29 (17)

1. If a member of the contract staff is appointed as official/servant of the Agency, he shall not receive the grant provided for in Article 28(1).

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

2. Where the Agency has exercised the option provided for in Article 31, the retirement pension rights of the former contract staff, shall be reduced proportionately in respect of the period in which the sums were withdrawn.
3. The preceding paragraph shall not apply to a member of the contract staff who, in the three months following application of the Staff Regulations or the GCE to him, asks to be allowed to repay such sums plus compound interest at the rate of 3.5% per year, which may be revised following the procedure laid down in Article 12 of Annex XII to the Staff Regulations.

Section D

FUNDING OF THE INVALIDITY AND LIFE ASSURANCE SCHEME AND OF THE PENSION SCHEME

Article 30

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

Article 31

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

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

Section E

SETTLEMENT OF CLAIMS BY CONTRACT STAFF

Article 32

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

Section F

PAYMENT OF BENEFITS

Article 33

1. Articles 81a and 82 of the Staff Regulations and Article 45 of Annex IV thereto, concerning the payment of benefits, shall apply by analogy.
2. Any sums due from a member of the contract staff to the Agency under this insurance scheme at the date when the benefits are payable shall be deducted from the amount of his benefit or from the benefits payable to those entitled under him. The deduction may be spread over a number of months.

Section G

SUBROGATION IN FAVOUR OF THE AGENCY

Article 34

The provisions of Article 87a of the Staff Regulations, relating to subrogation in favour of the Agency, shall apply by analogy.

CHAPTER 8

RECOVERY OF UNDUE PAYMENT

Article 35

The provisions of Article 87 of the Staff Regulations on the recovery of undue payment shall apply.

CHAPTER 9

APPEALS

Article 36

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

CHAPTER 10

TERMINATION OF EMPLOYMENT

Article 37 (3) (17)

1. The employment of contract staff shall be terminated subject to the following conditions:
 - a) at the end of the month in which contract staff reach normal retirement age as defined for officials in the Staff Regulations; or
 - b) where the contract is for a limited term:
 - i) in no circumstances may the duration of the contract (including renewals) have the effect of extending the employment of contract staff beyond the last day of the month in which they reach the retirement age as defined for officials in the Staff Regulations;
 - ii) on the date stated in the contract;
 - iii) at the end of the period of notice specified in the contract giving contract staff or the Agency the option to terminate earlier. The period of notice shall not be less than one month per year of service, subject to a minimum of one month and a maximum of three months. For contract staff whose contract has been renewed the maximum shall be six

months. The period of notice shall not, however, commence to run during maternity leave or sick leave, provided such sick leave does not exceed three months. It shall, moreover, be suspended during maternity or sick leave, subject to the limits defined above. If the Agency terminates the contract, the member of the contract staff shall be entitled to compensation equal to one third of his basic salary for the period between the date when his duties end and the date when his contract expires;

- iv) where contract staff no longer satisfy the conditions laid down in Article 5(3), point (a), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in point (iii) shall apply; or
 - c) where the contract is for an undetermined period:
 - i) at the end of the period of notice as specified in the contract. The period of notice shall not be less than one month per year of service, subject to a minimum of three months and a maximum of 10 months. The period of notice shall not, however, commence during maternity leave or sick leave, provided that such sick leave does not exceed three months. It shall, moreover, be suspended during maternity or sick leave, subject to the limits defined above;
 - ii) where contract staff no longer meet the conditions laid down in point (a) of Article 5(3), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in point (i) shall apply.
2. Employment may be terminated by the Agency without notice:
- a) during or at the end of the probationary period in accordance with Article 7;
 - b) if the member of the contract staff is unable to resume his duties at the end of a period of paid sick leave as provided for in Article 11. In such case, the member of the contract staff shall receive an allowance equal to this basic salary, plus family allowances at the rate of two days per month of service completed.

3. After the disciplinary procedure provided for in Article 88 of the Staff Regulations, which shall apply by analogy, has been followed, employment may be terminated without notice on disciplinary grounds in serious cases of intentional or negligent failure of contract staff to comply with their obligations. A reasoned decision shall be taken by the Director General, after the member of the contract staff concerned has been given an opportunity of submitting his defence.

Before his employment is terminated, a member of the contract staff may be suspended, in accordance with Article 18 of Annex XIV to the Staff Regulations, which shall apply by analogy.

4. Where employment is terminated in accordance with paragraph 3, the Director General may decide:
- a) to limit the severance grant provided for in Article 28 to repayment of the contribution provided for in Article 83 of the Staff Regulations, plus compound interest at the rate of 3.5% per annum;
 - b) to withhold in whole or in part the resettlement allowance provided for in Article 12(8).

5. The employment of a member of the contract staff shall be terminated by the Agency without notice if the Director General finds:
 - a) that at the time of his engagement he deliberately furnished false information as to either his professional ability or the requirements of Article 5(3), and
 - b) that the false information furnished was a determining factor in his being engaged.

In such cases the Director General shall, after hearing the member of the contract staff concerned, and after the disciplinary procedure provided for in Article 18 of Annex XIV to the Staff Regulations, which shall apply by analogy, has been followed, declare that his employment is terminated.

Before his employment is terminated, a member of the contract staff may be suspended in accordance with Article 90 of the Staff Regulations, which shall apply by analogy.

The provisions of Article 37(4) above shall apply.

6. Without prejudice to paragraphs 3 to 5 of the present Article, any intentional or negligent failure by a member of the contract staff to comply with his obligations under these the scheme shall render him liable to disciplinary action in accordance with Title VI of the Staff Regulations.

Article 38 (17)

The general provisions for giving effect to the Staff Regulations, referred to in Article 100 thereof, shall apply to contract staff covered by the present conditions of employment in so far as the provisions of the Staff Regulations are applicable to those members of the contract staff.

GENERAL IMPLEMENTING PROVISIONS CONCERNING ARTICLE 3, PARAGRAPH 3
OF THE CONDITIONS OF EMPLOYMENT OF CONTRACT STAFF AT EUROCONTROL

Sole Article

As provided for by Article 3, paragraph 3 of the Conditions of Employment of Contract Staff at EUROCONTROL, (hereafter "CECS"), the Director General shall define, for each of the four function groups mentioned in this Article, the powers attached to each type of duties.

The table attached to the present General Implementing Provisions shows for each four function groups:

- the generic posts,
- the criteria used for the evaluation of these generic posts, and
- the grades attached to each generic post.

Function group	Duties	Grades	Generic posts
IV	Complex administrative tasks; technical, advisory and other Expert tasks, performed under the supervision of officials or servants.	16/18	Project Manager/ Specialist
		13/15	Junior specialist
III	Administrative and technical tasks, performed under the supervision of officials or servants.	11/12	Senior Assistant
		8/10	Assistant
II	Clerical and secretarial tasks, office management and other equivalent tasks, performed under the supervision of officials or servants.	6/7	Senior Clerical Assistant Senior Secretary Senior Technician
		4/5	Clerical Assistant Secretary Technician
I	Basic administrative service tasks, performed under the supervision of officials or servants.	1/3	Guard Driver Worker Technician

GENERAL IMPLEMENTING PROVISIONS RELATING TO ARTICLE 5, PARAGRAPH 5,
ARTICLES 9 AND 10 OF THE CONDITIONS OF EMPLOYMENT OF CONTRACT STAFF AT
EUROCONTROL CONCERNING RECRUITMENT AND ASSIGNMENT OF CONTRACT STAFF

Article 1

Within the framework of Article 8 of the Conditions of Employment of Contract Staff at EUROCONTROL, (hereafter "CECS"), relating to the duration of contracts, the contract staff member may be recruited for, or assigned to a post in the Agency according to the procedures set out below:

- Article 2 below provides for the conditions of his initial recruitment in the Agency,
- Article 3 below provides for the conditions of his further assignment to a post of his grade through a transfer procedure,
- Article 4 below provides for the conditions of his appointment to a post in another function group through a competition procedure.

Article 2

Pursuant to Article 5, paragraph 5 of the CECS, the selection procedure for recruiting contract staff shall be organised as follows:

1. Publication via a notice of competition of the specificities of the post, i.e.:
 - the function group to which it belongs, nature of the generic post, grade(s), as provided for by Article 3, paragraph 3 of the CECS, and its implementing provisions,
 - duties attached to the post,
 - the duration of the contract and if relevant the conditions for its renewal,
 - the unit of assignment, except in the case of recruitment for generic posts,
 - the diploma and/or formal qualifications and relevant experience required by the post to be filled pursuant to the requirements of Article 5, paragraph 2 of the CECS.
2. The applications received will be evaluated against the requirements and criteria of the notice of competition by a Selection Committee.
3. The Selection Committee shall consist of:
 - a chairman designated by the Director Human Resources,
 - one or two members representing the service/business area concerned,
 - one member representing another Service/Directorate,
 - one member designated by the Central Staff Committee.
4. After examining the files and establishing the criteria for its assessment of the candidate's qualifications, the Selection Committee shall draw up the list of suitable candidates, in order of merit and without distinction of nationality. This selection may be supplemented if necessary by interviews and assessments conducted by the Selection Committee. Candidates of equal merits shall be classified "*ex aequo*" together with the reasoned report including any comments its members may wish to make.

5. The Selection Committee will complete its examination within two months of the date of the closure for the presentation of the application. The decision will be taken by a majority vote. In the event of a tie, the chairman shall have a casting vote. The proceedings of the Selection Committee will be valid only if three members are present.
6. The list of candidates declared suitable shall be forwarded to the Director General together with the reasoned report of the Selection Committee. The Director General or Director Human Resources acting by delegation shall select from this list the person(s) he appoints to the vacant post(s).
7. The proceedings of the Selection Committee shall be secret.
8. The procedure laid down above may also be adopted with a view to constituting a reserve for future recruitment. The validity of this list will be one year.

Article 3

The Director General or the Director Human Resources acting by delegation shall, in the interests of the service assign each member of the contract staff to a post in his function group which corresponds to his grade. The contract staff may ask to be transferred in the Agency to any post of his grade.

Article 4

Pursuant to Article 10, paragraph 4 of the CECS, a member of the contract staff may have access to a post in a higher function group only through participation in a competition procedure as provided for at Article 2 above.

COMPENDIUM OF THOSE PROVISIONS OF THE STAFF REGULATIONS AND RULES OF APPLICATION REFERRED TO IN THE CONDITIONS OF EMPLOYMENT OF CONTRACT STAFF AT EUROCONTROL

Articles 1a and 1b

- General provisions

Article 9, paragraph 1

concerning the Invalidation Committee

Articles 11 to 26a

concerning the rights and obligations of officials

Articles 35

concerning medical examination before appointment

Articles 42a and 42b

concerning parental or family leave

Article 43

concerning evaluation reports

Articles 55 to 61

concerning leave, hours of work, overtime and public holidays

Articles 63, 64, 65 and 65a

concerning the currency in which remuneration is to be expressed and adjustments to such remuneration

Articles 66, 66a, 67, 67a, 68 and 69

concerning basic salaries, special levy, family allowances, expatriation allowance and payment in the event of death

Article 70

concerning reimbursement of expenses

Articles 72 and 73

concerning sickness and accident insurance

Article 74

concerning the birth grant

Article 75

concerning the reimbursement of certain costs in the event of death

Article 76

concerning gifts, loans and advances

Articles 77 to 79

concerning pensions and invalidity allowance

Article 80

concerning the orphan's pension

Article 81a

concerning the rules relating to ceilings and apportionment

Article 82

concerning the payment of benefits

Articles 83 and 83a

concerning the financing of the pension scheme

Article 87

concerning recovery of overpayment

Article 87a

concerning the subrogation in favour of the Agency

Articles 88

concerning disciplinary measures

Articles 92 and 93

concerning Appeals

Article 100

concerning the general provisions for giving effect to the Staff Regulations

Annex IV, Chapter 2: Article 12

concerning retirement pension

Annex IV, Chapter 3: Articles 13 to 15

concerning the invalidity allowance

Annex IV, Chapter 4: Articles 17 to 29

concerning the survivor's pension

Annex IV, Chapter 5 and 6: Articles 30 to 35

concerning provisional pensions and pension increases in respect of dependent children

Annex IV, Chapter 7: Articles 36 and 38

concerning the funding of the pension scheme

Annex IV, Chapter 7: Articles 40 to 44

concerning the calculation of pension

Annex IV, Chapter 7: Article 45

concerning the payment of benefits

Annex V

concerning tax on EUROCONTROL staff remuneration

Annex XII: Articles 10 and 12
concerning the system of computation

Annex XIV: (Disciplinary proceedings) Article 18
concerning suspension