

STAFF REGULATIONS

OF THE EUROPEAN INVESTMENT BANK

20 April 1960

Text revised:

28 May 1964

21 February 1975

7 December 1978

20 February 1979

17 July 1980

7 December 1982

10 November 1987

25 July 1989

26 January 1993

31 January 1995

24 June 1998

Translation of French original

CONTENTS

	<u>Article</u>	<u>Page</u>
1. GENERAL PROVISIONS	1-4 5-6 7-11 12	1-2 2 3 4
2. ENGAGEMENT, INCREMENTAL ADVANCEMENT AND PROMOTION OF STAFF	13-16 17 18-21 22-24	5-6 6 7-8 8
3. WORK AND LEAVE	25-28 29-32	9 10-11
4. SICKNESS AND ACCIDENT	33 - 33a	12
5. SEVERANCE GRANT, WELFARE AND PENSION	34-37	13
6. DISCIPLINARY MEASURES AND DISPUTES	38-39 40-41	14 15-16
7. FINAL PROVISIONS	42-44	17

ANNEX I

ANNEX II

STAFF REGULATIONS
OF THE
EUROPEAN INVESTMENT BANK

1. GENERAL PROVISIONS

Article 1

Members of staff shall conduct themselves in the discharge of their duties and outside working hours in a manner befitting the international character of the Bank and their duties.

Article 2

Members of staff shall be responsible to their immediate superiors for the performance of the tasks assigned to them.

Article 3

Members of staff may be required to make good, in whole or in part, any damage suffered by the Bank as a result of serious misconduct on their part or wilful acts committed in the course of, or in connection with, the performance of their duties.

Article 4

Members of staff shall devote their working activities to the service of the Bank. Except with prior permission of the Bank, they shall not:

- a) engage in any professional activity outside the Bank, particularly of a commercial nature, nor hold any post or appointment either permanent, temporary, occasional, paid or unpaid;
- b) act in any advisory capacity, paid or unpaid;
- c) hold a seat on any Board of Directors or any Management Committee.

Members of staff standing for election to a public office must inform the Bank thereof.

Depending on the extent of their functions under such office and the time devoted to election campaigning, the Bank may decide that the members of staff concerned:

- must request a period of leave on personal grounds, or
- may continue to discharge their duties at the Bank, or
- may be authorised to discharge their duties at the Bank on a part-time basis, provided the nature of their post within the Bank so permits.

The provisions of the preceding two paragraphs shall also apply if members of staff decide to accept the public office to which they have been elected.

Article 5

Members of staff shall declare their family circumstances once yearly, and whenever there is any change in them, together with, where appropriate, mention of their spouse's profession and any post or appointment in which the latter is gainfully employed.

In the event of marriage between two members of staff working in the same division, one of them will be transferred to another division.

Article 6

6.1. Should a member of staff engaged in work regarding a loan, guarantee, or any other of the Bank's operations, be personally related directly or indirectly to or have an interest in a likely beneficiary of such operation, it shall be his duty to declare so immediately to the Personnel Department. He shall also make such declaration should the relationship or interest arise subsequently to the operation concerned.

6.2. Staff members who, in the context or course of their duties, have direct or indirect access to inside information or are in possession of such in respect of:

6.2.1. companies or bodies with which they entertain direct or indirect relations,

6.2.2. transferable securities of any kind, whether issued by these companies or bodies or by the Bank,

may not make use, either directly or indirectly, of this inside information in order to carry out, recommend or advise against transactions involving these securities, for their own account or for that of third parties.

"Inside information" shall mean information which has not been made public, which involves precise particulars relating to one or several issuers or to one or several transferable securities, and which, if made public, would be likely to have a significant effect on the price of the transferable security or securities in question.

Article 7

No member of staff shall apply for, receive or accept from any source outside the Bank any advantage, direct or indirect, which is in any way connected with his employment with the Bank.

No member of staff may solicit, receive or accept from any Government or other authority outside the Bank any honour or decoration without the prior consent of the Bank.

The foregoing prohibitions shall not apply to advantages, distinctions or decorations conferred for services rendered before entering the Bank or for military service.

Article 8

Members of staff shall keep secret any information coming to their knowledge in the course of their duties.

They shall continue to be bound by this obligation after leaving Bank service.

Article 9

Members of staff shall not, without prior permission, communicate or divulge any information or documents, publish any works or articles or give any lectures relating to the Bank or its activities.

Article 10

Save with special permission, members of staff shall be required to reside at or near their place of employment in order to be able adequately to discharge the duties assigned to them.

Article 11

The privileges and immunities enjoyed by the staff under the "Protocol on the Privileges and Immunities of the European Economic Community" are accorded solely in the interests of the Bank. These privileges and immunities shall in no way exempt members of staff from fulfilling their private obligations or complying with the laws and police regulations in force.

As soon as any matter arises involving these privileges and immunities, the member of staff concerned shall immediately inform the Bank.

The laissez-passer provided for in the Protocol on the Privileges and Immunities shall be issued to members of staff in the "management staff" and "executive staff" categories. Laissez-passer may also, by special decision of the President, be issued to a member of staff in another Function where this is considered necessary in the interests of the Bank.

Article 12

Members of staff may not, without the prior permission of the Bank, give evidence on any grounds whatsoever concerning any information covered by the obligation under Article 8. They shall continue to be bound by this obligation after leaving Bank service.

The permission referred to in the foregoing paragraph shall be granted when its refusal would be liable to entail penal consequences for the member of staff concerned.

Permission to give evidence shall not be necessary when a present or former member of the Bank's staff is summoned to give evidence before the Court of Justice of the European Communities in a case between the Bank and a member or former member of its staff.

2. ENGAGEMENT, INCREMENTAL ADVANCEMENT AND PROMOTION OF STAFF

Article 13

Relations between the Bank and the members of its staff shall, in principle, be governed by individual contracts in conjunction with these Staff Regulations. The Staff Regulations shall be an integral part of these contracts.

Article 14

The staff of the Bank shall consist of three categories, according to the Function occupied:

1. Management staff
 - . Senior management cadre
 - . Function C
2. Executive staff
 - . Function D
 - . Function E
 - . Function F
3. Secretarial, Clerical and Support staff
 - . Function G
 - . Function H
 - . Function I
 - . Function K

Definition of the titles corresponding to the Functions listed above shall be the subject of an internal decision.

Article 15

Individual contracts between the Bank and the members of its staff shall take the form of letters of appointment. Staff engaged by the Bank shall countersign the letter of appointment and a copy of these Staff Regulations.

The letter of appointment shall specify remuneration, length of contract and other terms of employment.

Article 16

Contracts shall be concluded for a definite or an indefinite period.

A contract concluded for a definite period may provide for:

- a) automatic termination upon expiry;

or

- b) renewal for one or more periods equal to or different in length from the initial period on condition that, in accordance with the terms of the contract, one party gives the other notice of renewal and the other party accepts such renewal;

or

- c) renewal for an indefinite period on condition that, in accordance with the terms of the contract, one party gives the other notice of renewal and the other party accepts such renewal.

Contracts for an indefinite period may be terminated by due notice given by one party to the other. The Bank may, by means of internal provisions, adopt a procedure to be followed in the case of dismissal different from that provided for in Article 38.

In the latter case the Bank may, as an alternative to giving due notice and subject to the conditions set out hereafter, make a compensatory payment equal to the remuneration which the official concerned would have received during the notice period; this compensatory payment may not, however, exceed the amount which the official concerned would have received by way of remuneration between the date of termination of service and the end of the month during which he reached age 65.

"Remuneration" within the context of the foregoing paragraph means the basic salary plus the allowances listed in Annex II under headings 1, 2 and 4 and, where the President so decides, under heading 3. The length of service taken into account for the Welfare and Pension Schemes (Articles 35 and 36) and for calculating the severance grant and allowances established by internal decision, shall be calculated as if the official concerned had remained in active employment until expiry of the notice. The official concerned shall cease employment with the Bank forthwith and his contract shall be terminated on the date decided by the President.

Article 17

The notice referred to in the foregoing Article for contracts concluded for an indefinite period shall take effect from the first day of the month following that during which such notice is given.

Save in those cases where the provisions of the second paragraph of Article 19 are applied, due notice by the Bank shall be three months for each completed period of five years' service and any fraction of such period. With regard to staff seconded to the Bank from their parent administration, as provided for under Article 21, due notice shall be three months for the first five years or fraction of a five-year period and shall be increased by one month per subsequent five years or fraction of a five-year period. In no case may due notice by the Bank be shorter than the notice required of the member of staff.

The notice required of members of staff shall be defined in individual contracts. It may not exceed:

- six months for the senior management cadre and members of staff in Function C;
- three months for members of staff in Functions D to F;
- one month for members of staff in Functions G to K.

Article 18

If a member of staff so requests, his contract may be terminated otherwise than in accordance with Articles 16 and 17.

The President shall decide as to the acceptability of such request in the light of the grounds advanced by the official concerned.

Article 19

Contracts concluded for an indefinite period shall terminate on the last day of the month during which the staff member reaches age 65.

However, the President may, in the interests of the Bank and subject to six months' notice, terminate the contract of a staff member aged 60 or over, such action not being deemed to constitute dismissal. This measure may not however be applied to staff members who entered Bank service prior to 1 September 1989.

Those concerned shall enjoy the special provisions of Article 34 in all cases provided for in the above paragraphs.

Article 20

The basic salary scale for the categories of Function defined in Article 14 is set out in Annex I to these Regulations.

The basic salaries shall be supplemented by allowances applicable to either all or certain categories of the staff. These allowances are listed in Annex II to these Regulations.

Apart from the allowances referred to in the foregoing paragraph, the only other special allowances that may be granted shall be in respect of specialist qualifications not normally connected with the duties and activities of the staff of a bank.

Expenses incurred by members of staff upon entering and leaving Bank service and those expenses validly incurred by them in the service of the Bank shall be met by flat-rate allowances or reimbursed on the basis of actual expenditure in accordance with an internal decision.

Article 21

Members of staff may perform their duties at the Bank while seconded from their parent public or semi-public administration, provided that they declare, upon engagement, their position vis-à-vis their parent administration.

Members of staff on secondment from their parent administration may be granted those pension rights normally accorded members of the Bank's staff in addition to such pension rights as they may acquire under their parent administration.

During secondment they may receive no remuneration from their parent administration. They shall be fully integrated into the Bank's staff, the same obligations and rights applying to them as to other officials.

Article 22

An annual performance appraisal shall be made of and communicated to each staff member. The procedure to be followed for this appraisal shall be determined by an internal decision. For members of staff in Functions C to K, incremental advancement shall be based on professional merit as expressed in the overall mark awarded in the annual appraisal.

Article 23

Promotions shall be achieved by the assumption of a higher Function. They shall be decided on the basis of professional merit and shall imply the exercise of corresponding responsibilities. Promotions may be made only to a higher salary.

Article 24

Staff representatives, elected by secret ballot, shall represent the general interests of the staff vis-à-vis the Bank.

Except on the grounds of grave misconduct referred to in Article 38, the Bank may not terminate the contracts held by the staff representatives during their terms of office, when such contracts have been concluded for an indefinite period.

Rules of procedure for the application of this Article shall be prescribed by internal decision.

3. WORK AND LEAVE

Article 25

The normal working week shall be 40 hours and working hours shall be established accordingly.

At the end of each year a list of public holidays shall be drawn up for the coming year on the basis of national legislation applicable where the Bank has its seat and in other places of employment.

The Bank may authorise a member of staff to perform his duties on a part-time basis or may conclude a contract providing for the engagement of an official on such a basis. In this case, the member of staff's remuneration shall be reduced in proportion to the reduction in working time.

The implementing provisions concerning part-time working shall be prescribed by internal decisions in accordance with the principles established by the Bank's Board of Directors.

Article 26

In cases of emergency, an official may be required to work overtime outside normal working hours or on public holidays.

Official authorisation must be given for the working of overtime, which may not exceed a certain weekly limit. Overtime shall be compensated by a special or flat-rate payment or, where appropriate, by granting time off in lieu. The detailed rules for the application of this Article shall be prescribed by internal decision.

Article 27

Members of staff shall be required to report any absence without delay to the Personnel Department together with the reasons for such absence.

Any member of staff absent for more than three consecutive days through illness or accident shall provide the Bank with a medical certificate on the fourth day at the latest.

The Bank may have a medical examination carried out at any time during the illness.

Article 28

Members of staff shall be given 24 working days' paid annual leave and special paid leave on the occasion of important family events, in accordance with the terms prescribed by internal decision.

Article 29

Members of staff called up for military service shall be granted unpaid leave. During this leave, members of staff in Functions C to K shall continue to benefit from incremental advancement on the basis of their last annual appraisal marking. Provided they pay their pension contributions during or after military service, they shall also continue to retain their pension rights.

Members of staff having to undergo a period of reserve training or recalled to serve in the armed forces shall be granted leave for the length of such training or recall. For the first two months of this leave they shall receive full remuneration and from the third month an amount equivalent to the difference between such remuneration and their military pay. Members of staff in Functions C to K shall retain their rights to incremental advancement. Provided they pay their pension contributions, they shall also continue to retain their pension rights.

Article 30

Paid maternity leave shall be granted on production of a medical certificate. This leave shall commence six weeks before the date shown on the certificate as the probable date of confinement and shall end ten weeks after the date of confinement; such leave shall not be for less than sixteen weeks.

Article 31

Members of staff may apply for unpaid leave on personal grounds for a maximum renewable period of three months. This leave shall be granted by the President, who shall determine the duration thereof.

During this leave, the employee may retain his Pension and Welfare Scheme rights, provided he pays both his own and the Bank's contributions.

His annual leave entitlement under Article 28 shall be reduced by two days for each month of leave on personal grounds.

Article 32

Members of staff may be temporarily seconded to another post at the Bank's request or with its agreement. They shall continue to benefit from incremental advancement on the basis of their last annual appraisal marking and shall remain bound by the obligations incumbent upon them as members of the Bank.

Secondment shall be decided by the President, who shall determine the duration thereof. The official concerned may request that his secondment be terminated.

Members of staff seconded at the Bank's request shall be entitled to a differential remuneration, when the remuneration carried by the post to which they are seconded is less than that which they would receive from the Bank. They shall likewise be entitled to reimbursement of expenses entailed by the secondment and not met from any other source.

Members of staff on secondment shall retain their pension rights provided that they pay their own contributions if secondment has taken place at the Bank's request and that otherwise they pay both their own and the Bank's contributions. They shall continue to benefit from the Welfare Scheme referred to in Article 35, on condition that they pay their own contributions.

4. SICKNESS AND ACCIDENT

Article 33

In the event of prolonged or repeated absence otherwise than as a result of occupational disease or accident arising in the course of employment, the remuneration of the official concerned shall be reckoned as follows:

- a) members of staff engaged for a probationary period, or for six months or less, shall receive their remuneration during such absence for a maximum of three months;
- b) other members of staff shall receive:
 - full remuneration for the first twelve month's absence,
 - 75% of their full remuneration for the following six months.

"Remuneration" within the context of the foregoing paragraph means the basic salary plus the allowances listed in Annex II, under headings 1, 2 and 4 and, where the President so decides, under heading 3.

If the official concerned is absent for more than 18 months, the Bank shall decide whether to continue paying remuneration under subparagraph b) or to pay the official the pension to which he is entitled pursuant to Article 36.

Unless the Bank decides otherwise, the aggregate period over which it shall pay the official concerned the abovementioned remuneration shall not exceed 18 months in any period of 4 years.

The allowances under heading 2 of Annex II shall not be subject to the reductions prescribed in this Article.

For such time as the employee concerned is receiving only a proportion of his remuneration, he shall continue to enjoy Welfare and Pension Scheme rights (Articles 35 and 36) on the basis of full remuneration, contributions being deducted as if full remuneration were being paid.

If an official is absent for more than six months in the same year, the annual leave entitlement under Article 28 shall be reduced to 15 working days.

Article 33a

The Bank shall insure the members of staff against accidents arising in the course of employment and the consequences of occupational disease contracted in Bank service.

5. SEVERANCE GRANT, WELFARE AND PENSION

Article 34

Upon termination of their contract with the Bank, apart from the case of dismissal for reasons of grave misconduct, members of staff shall, after two years in Bank service, be entitled to a severance grant.

The severance grant shall be equal to one half of the final month's remuneration for each completed year and any part of a year of service.

When calculating the severance grant, leave taken on personal grounds or for compulsory military service and periods of secondment at the employee's request shall not count as time spent in service.

"Remuneration" within the context of this Article means the basic salary plus the allowances listed in Annex II under heading 1.

Article 35

A Welfare Scheme regulated by internal provisions is established for the members of the staff. This scheme includes provision for a Health Insurance Scheme, financed jointly by Bank and staff, and for insurance of the staff against certain accidents. It also provides for particular benefits in favour of members of staff dismissed for any reason not covered by Article 38.

Article 36

A Pension Scheme, financed jointly by Bank and staff, is provided for the members of the Bank's staff. The Pension Regulations are prescribed by the Board of Directors.

Article 37

In the event of death of an official under contract with the Bank, his dependants shall be paid his remuneration for the current month, plus a lump sum equal to three times this amount.

6. DISCIPLINARY MEASURES AND DISPUTES

Article 38

The following disciplinary measures may, depending upon individual cases, be taken against members of staff who fail to fulfil their obligations to the Bank:

- 1) written reprimand;
- 2) a maximum of one year's suspension of incremental advancement;
- 3) summary dismissal for grave misconduct, with or without severance grant;
- 4) summary dismissal for grave misconduct with loss of severance grant and reduction of pension rights to the proportion corresponding to the contributions paid by the member of staff concerned.

The disciplinary measures provided for under 3) and 4) shall be taken after a Joint Committee has delivered its opinion under the conditions set out in Article 40. This Committee shall not be required to deliver its opinion in the case of grave misconduct involving prosecution, following the member of staff concerned having been found committing, attempting to commit, or just having committed a crime.

The Committee may confer and deliver its reasoned opinion and the President his decision, even when the member of staff concerned has ceased employment with the Bank. In this case, the President may, upon termination of the employment of the member of staff with the Bank, withhold payment of the grant referred to in Article 34 until a final decision has been reached in respect of the member of staff concerned.

Article 39

In the event of grave misconduct liable to entail summary dismissal, the President may immediately suspend the member of staff concerned from his duties for a maximum period of three months.

The same shall apply when the member of staff has been charged with a criminal offence the maximum penalty for which is death, imprisonment or loss of civil rights; in which case suspension may be extended until the final verdict is reached.

Suspension from duties may entail suspension of remuneration, apart from payment of an appropriate emergency allowance for dependants. Such allowance may not exceed one third of the remuneration of the employee concerned.

Dismissal shall take effect from the day of suspension. The employee concerned shall retain such amounts as have been paid to him by way of emergency allowance during the suspension period.

Article 40

The composition of the Joint Committee referred to in Article 38 shall be as follows: the Manager of the General Administration Directorate as non-voting Chairman; the Head of Personnel and a Manager from a directorate different from that of the member of staff concerned; two staff representatives chosen by the member of staff concerned; a secretary who shall not take part in the Committee's deliberations or vote.

The Joint Committee shall be convened by written instruction of the President addressed to the Manager of the General Administration Directorate. The member of staff concerned shall simultaneously be notified of this instruction and shall receive written notification of the charges against him at least fifteen days prior to the date set for the Committee's meeting.

The member of staff may, and if he so requests must, be heard by the Committee. He may enlist the aid of a counsel of his own choosing when appearing before the Committee.

The Joint Committee may, if it does not feel sufficiently well informed of the facts, hold any necessary enquiry and hear witnesses. The member of staff shall also be entitled to call witnesses.

The member of staff concerned shall not be present during the Committee's deliberations. The Committee shall deliver a reasoned opinion to the President of the Bank, to which each of its members shall be free to add his personal opinion. These opinions shall, at the same time, be conveyed in writing to the member of staff concerned. The President shall give his decision within fifteen days following communication of the reasoned opinion.

Article 41

Disputes of any nature between the Bank and individual members of staff shall be brought before the Court of Justice of the European Communities.

In addition to proceedings being instituted before the Court of Justice, an amicable settlement shall be sought before the Bank's Conciliation Board in respect of disputes other than such as arise from application of the disciplinary measures provided for under Article 38.

The Conciliation Board shall consist of three members. When the Board is obliged to meet, one of its members shall be nominated by the President of the Bank, another by the official concerned, both nominations being made within one week of one party so requesting the other. The third member, who shall be the Chairman of the Board, shall be nominated by the first two nominees within one week of their being nominated. He need not be a member of the Bank. If, within one week following their nomination, the first two members are unable to agree on the nomination of the Chairman, such nomination shall be undertaken by the President of the Court of Justice of the European Communities.

The conciliation procedure shall be deemed to have failed if:

- the President of the Court of Justice has not nominated the Chairman referred to in the foregoing paragraph within four weeks of communication of the President of the Bank's petition to this effect;
- the Conciliation Board does not reach a settlement acceptable to both sides within two weeks of its formation.

7. FINAL PROVISIONS

Article 42

The declarations and applications for official approval prescribed in these Regulations shall be addressed to the President of the Bank in writing.

Individual decisions concerning a member of staff shall be communicated to him in writing.

Article 43

Annexes I and II shall be an integral part of these Regulations.

Article 44

The general principles common to the laws of the Member States of the Bank shall apply to individual contracts concluded under these Regulations in conformity with Article 13.

ANNEX I

BASIC SALARY SCALE

ANNEX II

1) Monthly allowances applicable to all the staff:

- Compensatory allowance
- Expatriation allowance

2) Monthly family allowances applicable to all the staff:

- Family allowance
- Dependent child allowance
- Education allowance

3) Special individual allowances:

- Banking proficiency bonus
- Car allowance
- Cashier's allowance
- Machine operator's allowance
- Chauffeur's and car mechanic's allowance
- Flat-rate interim secretarial allowance

4) Lump-sum allowance applicable to all the staff:

- Maternity grant.