

# STAFF REGULATIONS OF THE ENERGY COMMUNITY

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*Consolidated version*

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## 1. PURPOSE

These Staff Regulations set out the terms and conditions of service of the Staff members of the Secretariat of the Energy Community (hereinafter “the Secretariat”). They form an integral part of the individual Employment Agreements save where otherwise provided in these Staff Regulations.

## 2. DEFINITIONS AND APPLICABILITY

### 2.1. Definitions

- “Staff members”: all Staff members of the Secretariat except those who are locally recruited and assigned to hourly rates and interns. The Director is a Staff member;
- “Officials of the Secretariat”: all Staff members of the Secretariat as well as all persons serving with a Government or an international organization and seconded to work at the Secretariat and interns;
- “Seconded Staff”: Staff members seconded by their governments or international organisations for an assignment within the Secretariat;
- “Intern”: A person assisting Staff members and/or undergoing supervised practical training for a defined period of time. The rules governing interns are to be established by the Director of the Secretariat;
- “Headquarters’ Agreement”: the Agreement between the Energy Community and the Republic of Austria regarding the Seat of the Secretariat of the Energy Community;
- “Employer”: The Energy Community, represented by the Director of the Energy Community Secretariat or by the Ministerial Council as regards the Director;
- “Employee”: A person who has concluded an Employment Agreement as a Staff member of the Secretariat.

### 2.2. Applicability

- a) The terms of appointment of the Director of Energy Community are specified and approved by the Ministerial Council.

- b) These regulations shall apply to the categories of staff specified under 2.1. Applicability may be full or restricted. Full applicability extends to the Staff Members of the Secretariat.
- c) Seconded Staff will normally have special arrangements governed by the respective contract between the Energy Community and the releasing/receiving government or organization. The Director will decide in each case on the extent to which these Staff Regulations should apply for staff seconded to the Energy Community.
- d) These Regulations do not apply to staff locally recruited and assigned to hourly rates.

### **3. DUTIES, OBLIGATIONS AND PRIVILEGES**

#### **3.1. The international nature of service**

The Staff members are international civil servants whose obligations are exclusively international. By accepting appointment, they pledge themselves to discharge their functions and to regulate their conduct with the interests of Energy Community alone in view. They shall be subject to the authority of the Director and shall be responsible to him/her in the exercise of their functions. The Director shall be subject to the authority of the Ministerial Council. The Staff members shall not seek or accept instructions in the performance of their duties from any government or other authority external to the Energy Community.

#### **3.2. Conduct**

Officials of the Secretariat shall conduct themselves at all times in a manner befitting the international status of the Energy Community. The privileges and immunities by virtue of Articles 14 and 18 of the Headquarters' Agreement are conferred in the interests of the Energy Community. Such privileges and immunities do not exempt officials of the Secretariat from fulfilling private obligations and observing laws and police regulations.

#### **3.3. Outside activities**

- a) Staff members shall not engage in any activity outside the Energy Community which is incompatible with the proper performance of their duties, may give rise to a conflict of interest, or may cause damage to the reputation of the Energy Community.
- b) Staff members shall not engage in any paid occupation of employment outside the Energy Community without prior written approval of the Director. Any Staff member who has a share directly or indirectly of a company, involved in the energy sector, which allows him/her to

influence the management of the company, shall notify in writing the Director about this fact. In a similar case, the Director shall notify in writing the Presidency of the Ministerial Council. The Director shall not engage in any paid occupation of employment outside Energy Community without prior written approval of the Presidency of the Ministerial Council. The Presidency of the Ministerial Council may grant its written approval for a range of activities.

c) Before taking up duties in the Secretariat, the Director shall submit to the Ministerial Council of the Energy Community a declaration of integrity laying down any interest which might be considered prejudicial to his or her independence. The Director shall update such declaration when circumstances change. If at any time in the course of duties the Director becomes aware of any potential conflict of interest that may be perceived as possibly jeopardising his or her independence and integrity, he or she shall inform the Presidency of the Ministerial Council without undue delay.

d) The Director shall report about the implementation of this provision annually to the Ministerial Council.

### **3.4. Protection against harassment<sup>1</sup>**

a) Officials of the Secretariat shall refrain from any form of psychological or sexual harassment. An official who has been the victim of psychological or sexual harassment shall not suffer any prejudicial effects on the part of the institution. An official who has given evidence on psychological or sexual harassment shall not suffer any prejudicial effects on the part of the institution, provided the official has acted honestly.

b) “Psychological harassment” means any improper conduct that takes place over a period, is repetitive or systematic and involves physical behaviour, spoken or written language, gestures or other acts that are intentional and that may undermine the personality, dignity or physical or psychological integrity of any person.

c) “Sexual harassment” means conduct relating to sex which is unwanted by the person to whom it is directed and which has the purpose or effect of offending that person or creating an intimidating, hostile, offensive or disturbing environment. Sexual harassment shall be treated as discrimination based on gender.

### **3.5. Use and Release of Information**

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<sup>1</sup> Procedural Act 2023/06/ECS-EnC on the adoption of a special procedure for disciplinary action in cases of alleged harassment

- a) Officials of the Secretariat shall exercise the necessary discretion in all matters of official business. They shall not, except in the performance of their duties or by authorization of the Director, or by the Presidency of the Ministerial Council as regards the Director, communicate to any person unpublished information known to them by reason of their official position, nor shall they at any time use such information to personal advantage including financial advantages. This obligation shall continue to bind Officials of the Secretariat after their separation from service.
- b) Officials of the Secretariat shall not publish, cause to be published, or assist in the publication of any material relating to the Energy Community or deliver a public address on behalf of the Energy Community, except in the course of their duties or by authorization of the Director.
- c) Official communication on behalf of the Energy Community shall be performed by the Director or explicitly authorized members of the staff.

### **3.6. Proprietary Rights and use of information technology facilities**

- a) All rights, including title, copyrights and patent rights, in any work performed by an official of the Secretariat as part of his/her official duties shall be vested in Energy Community.
- b) All resources made available to the Staff member by the Energy Community for the purpose of fulfilling her/his responsibilities, including but not limited to objects, documents, notes, and correspondence must be used solely for those purposes.
- c) When using the Energy Community's information technology facilities, the officials of the Secretariat shall not obtain on request or disseminate illegal material or content that may bring the Energy Community in disrepute.

### **3.7. Honours and Gifts**

- a) In connection with their duties Staff member shall not accept, or offer, any honor, decoration, favor, gift or fee from/to any government or any other source external to the Secretariat, which is incompatible with his/her status as an international civil servant. A Staff member being offered or receiving any such honor, decoration, favor, gift or fee shall report this fact forthwith to the Director. The Director shall report such facts to the Ministerial Council. Gifts received by Staff members in an official capacity become property of the Energy Community, shall be kept at the premises of the Secretariat and shall be listed in an index drawn up for this purpose.

b) The preceding paragraph does not cover objects, which, evident from their nature, cannot be considered as unusual (e.g. conference pens, bags, little souvenirs etc.).

## **4. APPOINTMENTS**

### **4.1. Appointment of the Director**

The Director shall be appointed by a Procedural Act of the Ministerial Council<sup>2</sup>, as provided for in Article 69 of the Treaty, and according to the Rules of Recruitment, Working Conditions and Geographical Equilibrium of the Secretariat's Staff (as adopted by Procedural Act 2006/02 of the Ministerial Council of the Energy Community). This Procedural Act shall be proposed by the European Commission for a fixed term of five years renewable no more than once.

The appointment of the Director shall take effect as of the date that the Director signs his or her Employment Agreement as set out in Section 4.4.

#### **4.1.bis. Deputy Director**

The Director may assign the function of Deputy Director to one of the existing heads of unit in the Secretariat.<sup>3</sup> The Director shall define tasks of Deputy Director.

### **4.2. Appointment of Staff**

The Director shall select and appoint the Staff members in accordance with Article 69 and the relevant Rules of Recruitment, Working Conditions and Geographical Equilibrium of the Secretariat's Staff (as adopted by Procedural Act 2006/02 of the Ministerial Council of the Energy Community).

### **4.3. Recruitment**

a) The paramount consideration in the appointment of staff shall be the necessity of securing the high standards of competence, efficiency and integrity required by the Energy Community. Currently applicable Rules for recruitment of the staff are laid down in the relevant Procedural Act adopted by the Ministerial Council on 17 November 2006 (PA No. 2006/02).

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<sup>2</sup> Procedural Act 2006/06/MC-EnC on appointment of a director of the Energy Community Secretariat

<sup>3</sup> Procedural Act 2011/02/ECS on assignment of a Deputy Director

b) Recruitment as a Staff member shall require at least:

- a level of post-secondary education attested by a diploma, or a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least three years, or where justified in the interest of the service, professional training or professional experience of an equivalent level;
- either a level of education which corresponds to completed university studies of at least three years attested by a diploma, or where justified in the interest of the service, professional training of an equivalent level;
- nationality of one of the Parties of the Treaty or the nationality of one of the Member States of the European Union, enjoying full rights as a citizen;
- fulfilment of any obligations imposed on her/him by the laws concerning military service;
- the appropriate character references as to her/his suitability for the performance of her/his duties; certification by a qualified medical practitioner that the appointee possesses the state of health needed for his/her post.

#### **4.4. Employment Agreement**

a) The terms of employment of a Staff member shall be governed by an Employment Agreement which shall be signed by the Director and by the Staff member. Before taking up his or her functions, the Director and the Presidency of the Ministerial Council shall sign an Employment Agreement, which has been approved by the Ministerial Council in line with the Rules for Recruitment, Working Conditions and Geographical Equilibrium of the Secretariat's Staff.

b) The Employment Agreement shall state as a minimum:

- a. Name and legal address of the employer;
- b. Name and legal address of the employee;
- c. The effective date of appointment;
- d. The duration of the appointment;
- e. Ordinary duty station;
- f. The job title;
- g. Total remuneration pertaining to the appointment;
- h. Conditions for probation;
- i. Total of the annual leave entitlement;
- j. The number of working hours per week;
- k. Explicit list of documents, which are attached to the Agreement, including these Staff



Regulations, and which refer to regulation of the employment relationship.

#### **4.5. Job descriptions**

- a) Each post with the Energy Community as an Employer shall have a job description specifying the internal classification of the post, the reporting line, the duties and responsibilities of the incumbent and the competencies/qualifications required.
- b) The job descriptions shall be approved by the Director and shall be attached to the Employment Agreement. The job description for the Director's post shall be set out in his or her Employment Agreement.
- c) With the agreement of the Employee, he/she can be assigned temporary or permanent tasks, which are not within the job description.
- d) The Employer is entitled to suspend with appropriate justification any of the Employee's duties, which cannot affect the salary of the Employee.

#### **4.6. Substitute**

- a) The Director may nominate his/her substitutes in case of absence, for administrative and financial management reasons. Such nomination shall not automatically transfer any rights in relation to implementation of the budget.
- b) The Director may nominate substitutes of members of the staff during their absence for more than three working days. Within this time limit the responsible Staff member shall be nominated on ad hoc basis.
- c) The Director shall not be substitute of the Head of Administration and Finance for more than 6 months.

#### **4.7. General Performance Requirements**

- a) Staff members shall fulfil their duties and responsibilities conscientiously and shall strictly follow all instructions and guidelines provided by the Director and other superiors and/or supervisors. Staff members shall report to the Director regarding their activities on a regular basis.
- b) The Director may assign, either temporarily or permanently, duties and responsibilities to a Staff member that correspond to the Staff member's education and training and capabilities, and which are reasonable in terms of the relevant job description.

- c) Staff members may present in writing their disagreement with any assignment if they are of the view that it is not in accordance with the requirements under point (b) of this Section.
- d) The Director shall establish a human resources performance management strategy that includes a promotion procedure linked to performance criteria, subject to budgetary constraints.

#### **4.8. Performance Appraisal/ Staff Dialogues**

- a) The performance of each Staff member shall be reviewed at periodic intervals, maximum once a year<sup>4</sup>, according to the principles of ability, efficiency and conduct in the service.
- b) Performance reports, including comments and recommendations, shall be made in writing by immediate superiors. The annual report shall be discussed with and shown to the Staff member concerned who may attach to it such comments as he or she may consider relevant and shall sign and date it.
- c) In the first quarter of each calendar year, the Director shall be subject to an annual performance appraisal. The objective of the annual appraisal is to assess the competence, the efficiency, and the conduct in the service of the Director and to adjust the Job Description, as need be. A representative of the Contracting Party holding the Presidency of the Ministerial Council in the year preceding the assessment, as well as a representative of the European Commission, shall act as reporting officers. The Director shall establish a self-assessment by 31 January of the following year, which is subsequently discussed with the two reporting officers. Within 4 weeks, the reporting officers draw a report which is notified in writing to the Director and circulated for information to the Ministerial Council. In case of disagreement with the report, the Director may ask the Presidency of the Ministerial Council to reconsider it. The Presidency must duly motivate its opinion in writing and inform the Ministerial Council.

#### **4.9. Appointment/Extension Periods**

- a) Appointments and extensions may be granted for a fixed term to be specified by the Director and shall be renewable. A fixed term appointment shall carry an expiry date inscribed in the Employment Agreement. A fixed term appointment/extension shall not carry any obligation of or right to extension/further extension or conversion to another type of appointment.

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<sup>4</sup> Procedural Act 2016/02/ECS-EnC 2019/02/ECS-EnC on staff performance appraisals and staff dialogues

b) The Director shall inform the Employee in writing, at least 3 months before the expiry of the Employment Agreement, whether or not a renewal of the contract is offered, and, if so offered, under what conditions. A Staff member offered renewal shall inform the Director in writing within 1 month following its receipt, whether or not she/he accepts the offer; otherwise, the Director may consider the offer having been rejected.

c) The appointment of the Director may be renewed once for a fixed term of five years. This shall be indicated in his or her Employment Agreement.

#### **4.10. Probationary period**

a) Appointments of Staff members shall be subject to a probation period of six months according to the Rules for Recruitment, Working Conditions and Geographical Equilibrium for Secretariat's Staff and to conditions to be specified in the Employment Agreement.

The Director shall serve a probationary period of six months. The Ministerial Council, following an appraisal of the Director's performance at the end of the probationary period in accordance with the rules set out in Section 4.8.c), shall decide to confirm or terminate the Employment Agreement for the Director in accordance with the rules set out in Article 88 of the Treaty. Any Member of the Ministerial Council may inform the Ministerial Council of their views in writing no later than two weeks prior to the end of the six-month probationary period. In derogation from Section V 23—25 (sentences 1 and 2) of Procedural Act 2006/01/MC-EnC on the adoption of the internal Rules of Procedures of the Ministerial Council of the Energy Community, as amended, the Director may initiate a decision by correspondence within ten calendar days prior to the end of the six-month probationary period on the basis of the appraisal. Section 4.10h) does not apply.

b) For the purpose of the probation, only effectively served working days within the probation period will count. In case of absence of the Employee from work more than fifteen working days, the probation period will be considered automatically extended with the relevant number of working days, which the Employee has not served.

c) During the probationary period the Employee has the right of termination of the Employment Agreement with one month notice.

d) During the probationary period the Employer has the right of termination of the Employment Agreement with one month notice when during the probationary period the work of the Employee is assessed as inefficient. The Employer can terminate the Employment Agreement immediately by providing that all due salary payments are respectively made,

including for the notification period.

e) Otherwise, prior to the end of the probationary period the employee's performance shall be appraised by his/her supervisor. Based on the performance appraisal the appointment shall either be confirmed or terminated with immediate effect. The relevant rulings of items III.9 and III. 10 of the Rules for Recruitment, Working Conditions and Geographical Equilibrium of the Secretariat's Staff of the Energy Community shall be applied.

f) For the Employees directly subordinated to the Director, the latter shall prepare an official note, which will be the ground for his/her decision in accordance with the previous item.

g) In case the Employer fails to take a decision by the end of the identified probation period, the appointment shall be considered confirmed.

## **5. WORKING HOURS**

### **5.1. Determination of working hours**

a) The normal working week shall consist of 5 working days, Monday through Friday, of 8 working hours each for fulltime staff. The working day shall normally commence not later than 9.00 am.

b) The working hours of seconded staff shall be regulated by the relevant contract.

c) The Director will issue rules on the flexible use of working hours<sup>5</sup> within the normal working week.

d) No compensation will be given for hours worked in excess of the established working week.

e) Staff members who, due to the exigencies of service, have been directly instructed by their supervisor, upon approval by the Director, to work overtime, and who have accepted this, shall be given compensation. Compensation will be given in the form of time-off, at the rate of 1 hour for each hour of overtime worked. For work performed after 8 pm, on weekends and official holidays, the compensation rate shall be 1.5 hours per hour worked. Staff concerned shall keep records of the overtime performed which shall be certified by the supervisor having requested the overtime.

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<sup>5</sup> Procedural Act 2008/05/ECS-EnC on flexible use of working hours

Compensation for overtime work in the form of time-off shall be used by the Staff member in question within two months after he/she has worked overtime. Overtime compensation not used within that period shall be forfeited. In any case, all unused overtime compensation shall be forfeited by the end of a financial year.

Overtime work shall not exceed 20 hours per month.

## **5.2. Part Time Work**

a) A Staff member may request authorisation to work part time. The Director may grant such authorisation if this is compatible with the interests of the service. The Staff member shall be entitled to authorisation in the following cases:

- to care for a child under 9 years of age,
- to care for a child aged between 9 and 12, if the reduction in working time is no more than 20% of normal working time,
- to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister,
- to take part in further training, or
- as of the age of 55 during the last five years before retirement.

b) Where part-time is requested in order to take part in further training, or as of the age of 55, the Director may refuse authorisation or postpone its date of effect only in exceptional circumstances and for overriding service-related reasons. Where such entitlement to authorisation is exercised to care for a seriously ill or disabled spouse, relative in the descending line, brother or sister, or to take part in further training, the total of all such periods shall not exceed 6 months over the Staff members career.

## **6. TERMINATION OF THE EMPLOYMENT AGREEMENT**

The Employment Agreement shall be subject to termination in accordance with the stipulations below on one of the following grounds and in the following form:

- a) during the probation period: with a registered letter of termination.
- b) expiration of its term: under the conditions laid down in Regulation 4.9.(b).
- c) mutual consensus: with a written note, signed by the Employee and the Employer.

- d) misconduct of the Employee: with a registered letter of termination.
- e) misconduct of the Employer: with a registered letter of termination.
- f) lack of professional performance (incompetence): with a registered letter of termination.
- g) restructuring and/or lack of resources: with a registered letter of termination.
- h) health reasons: with a registered letter of termination.
- i) reaching the age of retirement: with a registered letter of termination.

## **7. EARLY TERMINATION RULES CONCERNING THE EMPLOYER**

- a) The Employee has the right to request termination of his/her employment within two months notice. The Employer and the Employee may agree on a shorter notice term and on other specific conditions of the termination.
- b) The Employee may terminate this agreement without notice in case of established misconduct of the Employer. The right to terminate the employment on this ground shall be forfeited after two months following the misconduct in question. "Misconduct" in the context of this paragraph means:
  - when the Employer retains partially or in full the salary and the delay is longer than 15 working days;
  - when the Employer is in breach of employment conditions as specified in the Employment Agreement;
  - when the employer committed an assault or a significant libel in reference to the employee or his/her relatives.
- c) The Employee, upon producing medical evidence, has the right to terminate his/her employment agreement with one month's notice if the health circumstances do not allow further fulfilment of job requirements. The Employee may agree on earlier termination upon payment of the relevant period.

## **8. EARLY TERMINATION RULES CONCERNING THE EMPLOYEE**

- a) The Employer may terminate the employment without notice in case of established misconduct of the Employee. The right to terminate the employment on this ground shall be forfeited after two months following the misconduct in question. "Misconduct" in the context of this paragraph means:

- Unjustified refusal to fulfil identified tasks by the Employer or the Employee's superior, where the Employee has been at least once already notified by the Employer in writing about similar lack of performance
- Commitment of a crime
- Abandonment of post – when the Employee is absent without authorization or without satisfactory explanation for more than 7 working days
- Any form of misbehaviour, based on sexual or other motives (sexual or moral harassment)
- Any conduct, which can reasonably be expected to bring or have brought the Energy Community into serious public discredit
- Any usage or attempt to use the Employee's position as an official for his/her personal advantage
- Any form of abuse of Energy Community funds.

b) The Employer may terminate the Employment Agreement with three month's notice in case of demonstrated lack of sufficient professional competence along the job description for the relevant position and the assigned tasks. Prior to eventual termination action, the Employee shall be given a written notification with concrete motives and a reasonable time to improve, which cannot be less than one calendar month effective work. Prior to taking the relevant decision, the Employer is obliged to ask written clarifications from the Employee. The clarifications shall be produced by the Employee within five working days upon receiving the request. In case the Employee fails to present written clarifications within the indicated time frame upon receiving the request, the Employer may take decision on the ground of the rest of available information.

c) The Employer may terminate the Employment Agreement upon relevant decision of the competent Energy Community Institutions, related to restructuring and/or insufficiency of resources or reduction of staff. The termination notice in these cases cannot be shorter than three months.

d) The Employer may terminate the Employment Agreement with a Staff member at the earliest 6 months after initiation of disablement, who for reasons of health, is permanently incapacitated for further service along his/her qualifications as shown in a medical certificate. The termination shall be with two months notice. The Employer may agree on earlier termination with payment of the relevant period.

e) The Employer may terminate the employment agreement without notice when the Employee reaches the age of retirement.

## **9. SALARIES AND TRAVEL EXPENSES**

### **9.1. Salaries**

a) The Director, in consultation with the European Commission, shall establish a competitive salary scale corresponding to the classification of posts in the Energy Community Secretariat. The salary scale shall include a fork for promotions. It shall be proposed by the European Commission and approved by the Ministerial Council as part of the relevant budget proposal, pursuant to the rules set out in Article 88 of the Treaty.

b) Salaries shall be paid on a monthly basis, 12 times a year. The compensation stipulated in the Employment Agreement comprises all of the Employee's claims regarding remuneration, including but not limited to overtime, work on holidays, Saturdays, Sundays, as well as during on-call periods and travel time as described in the Staff Regulations and other relevant Rules.

### **9.2. Travel Expenses**

a) A Staff member travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance to the attached travel rules.

b) Such travel may take place (1) upon appointment, (2) upon transfer to another Energy Community duty station, (3) upon official business, (4) upon termination of appointment.

## **10. HOLIDAYS AND LEAVE**

### **10.1. Official holidays**

Official holidays shall be those of the national legislation at the duty station. The Director shall issue the list of official holidays at the end of each calendar year for the following year. Staff members may, with prior approval by the Director, exchange up to three holidays per annum for personal or religious reasons.

### **10.2. Annual leave**

a) Staff members shall be entitled to annual leave at the rate of two-and-a-half working days per month. Annual leave may be accumulated until the 31 March of the year following the



year in question. Leave accumulated in the preceding years not used by 31 March of any year shall be forfeited.

b) Annual leave may be taken in days and half days. It shall be approved by the Director upon agreement with the supervisor who, subject to the exigencies of the service, shall give each Staff member the opportunity to take the annual leave to which he/she is entitled.

c) Annual leave cannot be compensated with pay. Consumption of accrued annual leave shall be made within the notice period.

### **10.3. Sick Leave**

a) Staff members shall be granted sick leave not exceeding 6 months in any three consecutive years. The first three months shall be on full salary and the second three months on half salary, except that no more than three months' sick leave on full salary and three months' sick leave on half salary shall normally be granted in any period of 12 consecutive months.

b) A Staff member absent from duty because of sickness or injury for a period of more than two consecutive working days shall produce a medical certificate stating the probable duration of his/her incapacity.

c) Staff members may take up to one working day as uncertified sick leave.

d) Absence without producing certificate can be used no more than twice per six months.

### **10.4. Maternity leave**

a) Female Staff members are entitled to a total of 16 weeks of maternity leave with full pay. Maternity leave may commence not earlier than 8 weeks prior to the anticipated date of birth upon production of a medical certificate indicating the anticipated date of birth. In case of serious danger either for the mother or the child, maternity leave may commence earlier upon presentation of a medical certificate recommending earlier maternity leave. Maternity leave may not commence later than 4 weeks prior to the anticipated birth date.

b) The post delivery leave shall extend over a period of no less than 8 weeks after the date of birth. This period will be extended for any unused period prior to the birth. In case of preterm birth, multiple birth, Caesarean section, the post delivery leave shall extend over a period of no less than 12 weeks after the date of birth.

c) Any Staff member shall be entitled to up to six months of parental leave without basic

salary for every child, to be taken during the first twelve years after the birth or adoption of the child. The duration of the leave may be doubled for single parents. The minimum leave taken at any one time shall not be less than one month.

### **10.5. Home Care Leave**

Staff members are entitled to a total of 5 working days of special leave with full pay per annum granted in case of a deceased spouse, child, parent or other close relatives living in the same household as the Staff member.

### **10.6. Special leave**

a) Staff members may be granted special leave. In particular, in the following cases special leave shall be granted as shown:

- Marriage of the Staff member: four consecutive days;
- Marriage of a child: two consecutive working days;
- Birth of child: 10 consecutive working days, to be taken during the fourteen weeks following birth;
- Change of residence of the Staff member: two consecutive working days.

b) Qualifying reasons for special leave may also include the pursuit of educational goals of benefit to the Energy Community; however, these cannot exceed ten working days per annum.

### **10.7. Special non-paid leave**

Staff members may be granted special leave without pay. The Director, and the Presidency of the Ministerial Council as regards the Director, shall decide on the conditions and the period of the special non-paid leave in each individual case on the ground of the relevant application.

### **10.8. Unauthorised absence**

Unauthorised absence from duty shall be charged to the Staff member's overtime balance, if any, or his/her accrued annual leave. If the Staff member has no accrued annual leave, he/she shall not receive pay for the period of such absence. This shall not preclude from any disciplinary actions.

## **11. RETIREMENT RULES**

Staff members shall normally retire at the end of the last day of the month in which they reach the age of retirement as specified in the Employee's home country.

## **12. SOCIAL BENEFITS**

### **12.1. Participation/ National Social Security Schemes**

a) Staff members are responsible to arrange at their own cost for appropriate health and pension insurance as of the first day of appointment, subject to point c) below. Staff members have to inform the Director, and the Presidency as regards the Director, in writing of their health insurance coverage within one month of the appointment date.

b) Staff members may opt for all four branches of the Austrian social security scheme (health, pension, unemployment and accident insurance) or for individual components of the scheme as provided for in the Headquarters Agreement.

c) The Employer may compensate Staff members for a fixed share of the costs of their health insurance. Such compensation shall be approved as part of the relevant budget proposal.

### **12.2. Accident insurance**

Staff members shall be covered by an accident insurance providing disability and death benefits, paid 100% by the Energy Community.

## **13. STAFF APPEAL**

Staff members can notify in written form the Director, or the President and the Vice-President of the PHLG in the eventuality that a complaint concerns the Director, whenever the Staff member considers that he/she has been treated in a manner that is inconsistent with the provisions of the Staff Regulations, the rules on recruitment, working conditions and geographical equilibrium or other relevant rules or that he/she has been subjected to unjustifiable or unfair treatment by a superior.

## **14. ARBITRATION COMMITTEE**

Any dispute between the Employer and a Staff Member concerning these Staff Regulations shall, in the first instance, be submitted by the Director or the Staff Member to an Arbitration

Committee. The Arbitration Committee shall be composed by:

- An independent and experienced EU law expert nominated by the Contracting Party holding the Presidency when the Arbitration Committee is meeting;
- An independent and experienced EU law expert nominated by Contracting Party that will hold the Presidency for the next term;
- An independent and experienced EU law expert nominated by the European Commission, who acts as the chair of the Arbitration Committee.

The list of nominated experts shall be adopted by the Permanent High Level Group by simple majority for a period of five years. Before taking its decision, the Permanent High Level Group may reject experts based on the lack of independence or expertise and request a renomination by the nominating party.

The Arbitration Committee shall decide by majority. The Permanent High Level Group shall establish rules governing the procedure before the Arbitration Committee by Procedural Act.<sup>6</sup> The Arbitration Committee shall protect personal data of all Staff Members concerned.

## **15. DISPUTE SETTLEMENT**

Once the procedure under Section 14 has been exhausted, any dispute between the Employer and a Staff Member shall, upon request of one of the parties, be finally settled by a tribunal composed of a single arbitrator appointed by the Secretary General of the Permanent Court of Arbitration, Peace Palace, Carnegieplein 2, 2517 KJ The Hague, The Netherlands, in accordance with the relevant Optional Rules for Arbitration involving international organizations and private parties, as set out in Article 5(4) of the Agreement between the Republic of Austria and the Energy Community Regarding the Seat of the Secretariat of the Energy Community. The tribunal shall decide a dispute in accordance with these Staff Regulations. Matters concerning the interpretation of the Treaty establishing the Energy Community and its appendices shall not be within the competence of the tribunal.

## **16. FINAL PROVISION**

These Staff Regulations shall be valid as of 1<sup>st</sup> January 2008.

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<sup>6</sup> Procedural Act 2011/01/PHLG-EnC on laying down the rules governing the arbitration procedure in staff matters under Article 14 of the Staff Regulations

## **17. ATTACHMENT: TRAVEL RULES OF THE ENERGY COMMUNITY<sup>7</sup>**

### **1. Scope**

1. The travel rules shall apply to all official travel on behalf of Energy Community.
2. The rules apply to all Staff members and officials of Energy Community with the exception of the Members of the Budget Committee and the Chair and members of the Energy Community Regulatory Board. For Energy Community local representatives, officials of Governments and international organizations who travel on the account of the Energy Community, special conditions for travel and accommodation are applicable through the provisions of the Travel Reimbursement Regulation of the Energy Community.

### **2. Travel authorizations**

1. Before leaving on official travel, authorization must be obtained in the form of an approved travel request. Travel requests are approved by the Director or an official authorized by him.
2. It is the responsibility of the Staff member/official to obtain the necessary authorization before commencing official travel. The approved travel request is to be kept by the Staff member and attached to the travel claim upon return from mission together with a travel report.
3. For the trips of the Director a Memory Note will be prepared in advance and signed by him/her. The Memory Note will indicate the reason for travel and its envisaged duration. The Director shall follow the common rules related to Travel Reports and the other procedures as envisaged in these Rules.

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<sup>7</sup> Amended by Procedural Act 2021/02/ECS-EnC on the adoption of amendments to Energy Community Travel Rules

### 3. Transportation

1. As a general rule the most cost-effective mode of transportation, relative to the purpose and duration of the travel, will be authorized. Travel by air shall take place by the most direct route at the lowest available price. When travel dates suggest the inclusion of a weekend in order to obtain an APEX<sup>8</sup> fare, the Staff member will be entitled to the additional DSA, provided that the APEX fare constitutes the lowest available air fare and overall savings can be achieved.
2. When no air transport is available or not cost-effective, travel by car, bus or rail will be authorized. The normal standard for travel by railway shall be second class for a distance up to 200 km and first class for distance above.
3. When travel by car is authorized, the Staff member is encouraged to make use of the car-rental arrangements made by Energy Community. The Energy Community will provide for the highest possible insurance coverage available. Where the insurance nonetheless carries a retention, the Energy Community shall cover it. The Energy Community shall not be liable in cases where the insurance does not cover the damage, loss or theft.
4. Exceptionally, the use of private car may be authorized. In this case, costs will be reimbursed to the Staff member with the amount equivalent to the costs of the corresponding class railway-ticket in accordance with item 3.2. When more than one Staff member travels by car, reimbursement is made to the owner of the car only. When using the private car, Energy Community cannot assume liability for any third-party claim, damage to the car, loss or theft of personal items left in the car.
5. Staff members are allowed to include private destinations into an official itinerary, if this has been duly authorized by the Energy Community. If the inclusion of a private destination results in higher costs, the Staff member has to pay for the difference between the fare of the official itinerary and the changed fare.

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<sup>8</sup> Abbreviation of **A**dvance **P**urchase **E**xcursion, a reduced fare that is available on some air and train tickets when they are booked a certain period in advance.

#### **4. Purchase of tickets**

1. Booking travel arrangements are centralized with the Logistics Manager under the direct control of the Head of the Administrative and Financial Unit.
2. Staff members are expected to communicate their travel needs as early as possible so that the most economical fare can be obtained.
3. The Logistics Manager will fax the approved travel request to the authorized travel agent and return it to the traveler. The travel agent shall be instructed by the Energy Community not to issue and deliver tickets until he/she has received, by fax, the authorized travel request. The same procedure applies for railway tickets. In case railway tickets cannot be obtained through the travel agent, Staff members may purchase their own railway tickets and will be reimbursed upon submission of the related travel claim.

#### **5. Travel expenses**

Travel expenses paid or reimbursed by Energy Community comprise:

- Cost of transportation, including transportation within the domicile country to/from the airport or other point of arrival or departure of the domicile country (terminal expenses)
- Daily subsistence allowance (DSA)
- Official communication costs
- Other costs in direct relation with the travel and authorized with the request for travel (e.g. excess baggage, visa costs).

#### **6. Terminal expenses**

1. For all official travel by air or train, terminal expenses shall be paid.
2. Terminal expenses comprise expenditure for transportation to and from the point of arrival or departure within the domicile country. As a general rule, the costs for public transport (bus, train, metro) will be reimbursed to the traveler. Where public transport is not reasonable for objective reasons, the costs of a taxi may be reimbursed. The maximum reimbursable amount for either point of arrival or departure is the Vienna special airport taxi rate.
3. Exceptionally, the use of a private car may be authorized. Reimbursement shall be

based on the costs of public transportation. Parking of the private car at the airport will be reimbursed at the most economical tariff in relation to the parking time. Terminal expenses are reimbursed upon presentation of related bills. No terminal expenses shall be paid if such transportation was provided at no cost to the traveler.

## 7. Daily subsistence allowance (DSA)

1. The daily subsistence allowance includes the costs of paid accommodation and meals, transport in the destination country, gratuities and other incidentals.
2. The Energy Community DSA rates at their most recent scale shall apply. They can be found at [https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates\\_en](https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates_en). The rate applicable is that for the place at which the Staff member spends the night. A full day's DSA is paid for the day on which the travel starts. No DSA is paid for the day on which travel is concluded i.e. DSA is paid based on the number of nights spent on travel.
3. Higher compensation may exceptionally be approved by the Director, on a case-by-case basis, when the traveler is requested to stay at pre-determined hotels for which the room rate would absorb 60% or more of the DSA rate or other special circumstances apply. In such cases the accommodation costs shall be reimbursed upon presentation of the related bill. In any case, circumstances entailing a claim for higher compensation must be described in the travel request and approved prior to the commencement of the travel.

In principle, Staff members, who have administrative responsibilities in relation to the concrete event, organized by the Secretariat, shall be encouraged to stay at the respective venue.

4. When a Staff member is provided free overnight accommodation and/or meals by Energy Community, by a government or related institution, or by an airline, reduced rates shall be applied as given below:
  - 4.1. When travel does not involve an overnight stay: 50% of the DSA of the respective destination shall be paid. For a journey of less than 8 hours 20% of the DSA will be paid to cover expenditures for food.
  - 4.2. When free accommodation is provided to the traveler: 50% of the DSA of the respective destination shall be paid.
  - 4.3. When travel involves over-night inter-continental flights or train rides: 50% of the DSA of the respective destination shall be paid.



- 4.4. When free meals (breakfast, lunch and/or dinner) are provided to the traveler: For each free meal, 10% of the DSA rate shall be deducted.
- 4.5. When free accommodation and meals are provided to the traveler: 20% of the DSA rate is paid for transport in the destination country and incidentals.
- 4.6. When travel concerns traveling within the domicile country (Austria): DSA of the domicile country will apply. For relevant deduction of the DSA within Austria, the same provisions as those for travels abroad apply.
- 4.7. When all expenses are borne by the organizer of the event: The above stated provisions regarding the DSA calculation will apply.
5. The DSA constitutes the total contribution of the Energy Community towards accommodation, meals, transport in the destination country and other incidental expenses. Any additional expenditure has to be borne by the Staff member, unless it has been expressly authorized by the Director prior to the travel or it is respectfully justified afterwards.

In particular, expenses for transport in the destination country exceeding 20% of the DSA applicable shall be reimbursed where such transport is necessary for the purposes of the official travel and not available or reasonable at lower costs. The official incurring such expenses is required to reason his claim for reimbursement in this respect in writing.

Expenses for transport in the destination country exceeding 20% of the DSA applicable shall be reimbursed where the arrival/departure at/from the destination country is later than 22:00.

## **8. Travel advances**

If requested by the traveler, the Energy Community will provide an advance of funds for travel on official business of up to 80% of the DSA for the journey. Requests for travel advances must be made minimum 4 working days before the day of departure.

## **9. Travel report**

Staff members traveling on official business are required to make a short travel report within one week upon return to the office. It shall be signed by the supervisor, attached to the travel claim and sent to the Director as well as to staff concerned, as appropriate.

## 10. Reimbursement of travel expenses<sup>9</sup>

1. A claim for reimbursement of travel expenses accompanied by the travel report and the travel authorization shall be submitted within one week after return to the office, whether or not a travel advance has been paid. Supporting documents to be attached are the flight- or railway ticket(s) for the transportation and bills for terminal expenses involved in the journey. No bills for hotels, meals, transport in the destination country (with the exception of those mentioned in the second paragraph of Rule 7.5.) and other incidentals etc. have to be attached since the established DSA is a lump sum compensation for these expenses.
2. In the event that a Staff member has taken travel advance and fails to submit the related travel claim within the specified period, the travel advance shall be deducted from subsequent travel claims or from the Staff member's salary payment, whichever occurs first. The deducted travel advance will only be reimbursed if the travel claim is filed.

## 11. Concluding remarks

These Travel Rules shall be applicable starting 1<sup>st</sup> January 2008. The Director shall be authorized to amend the Rules in accordance with the requirements of the Energy Community and shall notify the Presidency and the Vice Presidency accordingly.

These Rules were approved by Ministerial Council of the Energy Community in its meeting of 18 December 2007 as an integrative part of the Staff Regulations of the Energy Community approved on the same date.

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<sup>9</sup> Procedural Act 2023/02/ECS-EnC on the adoption of the Energy Community reimbursement rules