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English version



**SERVICE REGULATIONS FOR THE
ADMINISTRATIVE AND ANCILLARY STAFF (AAS)
OF THE EUROPEAN SCHOOLS APPROVED BY
THE BOARD OF GOVERNORS AT ITS MEETING IN
LISBON ON 17-18 APRIL 2007**

Changes approved by the Board of Governors on 15-17 April 2020

Background

Art. 12(1) of the Convention defining the Statute of the European Schools states that the Board of Governors shall “lay down the service regulations for the Secretary-General, the Headteachers, and the teaching staff and, in accordance with Art. 9(1) (a), for the administrative and ancillary staff”.

Art. 22 of the Convention defining the Statute of the European Schools specifies that

“A Staff Committee shall be established comprising elected representatives of the teaching staff and of the administrative and ancillary staff of each school.

The procedures for the election and operation of the Staff Committee shall be determined in the Service Regulations for the teaching staff and for the administrative and ancillary staff provided for in Art. 12(1).”

Accordingly, the Board of Governors set up a working group consisting of representatives of delegations and representatives of the administrative and ancillary staff of the schools to propose a set of such regulations.

After several years of discussion, a final proposal of the working group was approved by the Board of Governors at its meeting in Lisbon on 17 – 18 April 2007 and entered into force on 19 April 2007.

At its meeting in April 2009, the Secretary-General presented to the Board of Governors a review of the results of the application of the Service Regulations for the Administrative and Ancillary Staff.

The Board of Governors mandated the Secretary-General to examine, in conjunction with representatives of the AAS, the possibility of revising certain provisions of the AAS Service Regulations.

A newly composed working group presented in December 2010 amendments to Articles 3.2, 5.5, 7, 22.2, 26, 34 – 36 and 37.2 of the AAS Service Regulations and proposals for a new Article 24 bis and a new Annex IV.

These amendments were approved by the Board of Governors at its meeting on 1 – 3 December 2010 and will enter into force on 1st January 2011.

At its meeting on 12 – 14 April 2011 the Board of Governors decided to introduce the new occupational category “SEN-Assistant” and to amend Annex I and II accordingly. The amendment will enter into force on 15 April 2011.

At its meeting on 16 – 18 April 2013 the Board of Governor decided to introduce the new occupational category “Registrar of the Complaints Board” and to amend Annex I and II accordingly. The amendments will enter into force on 1 January 2014.

At its meeting on 3 – 5 December 2013 the Board of Governors decided to facilitate job rotation within the System of the European Schools by amending in particular Articles 5.4, 7.4 and 24 bis. Moreover, the rights of the AAS

representation were further clarified. The amendments will enter into force on 1 January 2014.

At its meeting on 1 – 3 December 2015 the Board of Governors decided to introduce a new Article 23 bis regulating the appointment of a member of the Administrative and Ancillary Staff as an ‘Accounting Officer’. The amendment will enter into force on 1 January 2016.

At its meeting on 4-7 December 2018 the Board of Governors decided to repeal Articles 13.1 and 13.2 and to add Annex VI to the Service Regulations: ‘*Content of the administrative and management of personal data files*’, in order to comply with the Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. The amendments will enter into force as of 1 January 2019.

At the same meeting the Board of Governors gave its approval on the proposed modification of wording for Article 23 bis, with effect as from 1 January 2019.

At its meetings on 9 to 12 April 2019 and 3 to 5 December 2019, the Board of Governors agreed on the modification of Articles 7, 13, 21, 22, 23 bis, 25, 37, 38 and Annex II “Indicative Framework for AAS in the European Schools” and Annex III “Framework for AAS in the European Schools”. It was also decided to repeal Article 24 and the former Annex V “Performance evaluation report”. In addition, the Board of Governors approved a new Annex IV “List of national laws and collective agreements referred to in Article 25.4”.

At its meeting on 15 to 17 April 2020, the Board of Governors amended Annex 2 "Model Single Spine" for the European School Bergen.

SERVICE REGULATIONS FOR THE ADMINISTRATIVE AND ANCILLARY STAFF (AAS) OF THE EUROPEAN SCHOOLS

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PREAMBLE:

The Board of Governors of the European Schools, in conformity with the provisions of Art. 12 of the Convention defining the Statute of the European Schools of 21 June 1994, hereby adopts these Service Regulations for the administrative and ancillary staff of the European Schools.

Chapter I – General provisions

Art. 1 Scope

These Service Regulations govern the terms of employment of the administrative and ancillary staff of the European Schools, as defined in Art. 2 below.

Art. 2 Definitions

For the purposes of these Service Regulations, the following terms shall have the following meaning:

1. **‘Administrative and Ancillary Staff’ (AAS):** any person employed by a European School or by the Office of the Secretary-General not seconded by a member state but appointed by a Director of a European School or by the Secretary-General, to fill a post created by the Board of Governors, excluding those members of staff governed by the **Conditions of Employment for Part-Time Teachers** (as applied to part-time teachers in post prior to 1 September 1994) or by the **Conditions of Employment for Part-Time Teachers in the European Schools** (as applied to part-time teachers recruited after 31 August 1994) and excluding those persons recruited by a Director or by the Secretary-General who, by decision of the Board of Governors, are employed on terms analogous to those of the **Regulations for Members of the Seconded Staff of the European Schools**.
2. **‘Management’** shall mean the Director of a European School or the Secretary-General as far as their respective staff is concerned.
3. **‘School(s)’** shall mean the European Schools and the Office of the Secretary-General.

Art. 3 Legal status applicable

1. Members of the AAS shall be subject to these Service Regulations, which apply within the framework of the legislation of the host country. The effect of application of these Service Regulations may not be to deprive members of the AAS of the protection afforded to them by the ‘mandatory provisions’ of the host country. If there is any contradiction between the terms of these Service Regulations and the legislation of the host country, it is the latter which shall prevail.
2. For the purpose of these Service Regulations, ‘mandatory provisions’ shall mean provisions which the law of the country do not allow to be breached by agreement between parties as well as collective agreements in their respective valid version listed in Annex III.
3. The management shall be responsible for applying these Service Regulations.

Art. 4 Occupational categories and posts

1. The Board of Governors, on a proposal from its Secretary-General, shall have sole responsibility for creating, changing or discontinuing any occupational category.
2. A list of occupational categories and guidelines for the corresponding job descriptions and diplomas and knowledge required appear in Annex I.
3. The Board of Governors, on a proposal from the Directors and the Secretary-General, shall determine the administrative and ancillary staffing requirements each year.
4. The sole purpose of any appointment shall be to fill a vacancy, subject to the conditions laid down in these Service Regulations.
5. The management may nevertheless use the services of outside staff on a temporary basis, for a maximum period of twelve months, for the purpose of:
 - a) the performance of extraordinary or emergency duties or duties not provided for in Annex I.
 - b) occasional collaboration on the duties of the AAS when the volume of work so requires.

These temporarily employed persons are not subject to these Regulations.

Chapter II – Recruitment and appointment

Art. 5 Recruitment conditions and appointment procedure

1. Recruitment shall be aimed at securing for the schools the services of persons fit to perform the duties, with the highest standards of efficiency and integrity and the skills required for the performance of their duties.
2. Members of the AAS shall be recruited irrespective of sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation. No posts shall be reserved for nationals of any specific member state.
3. The selection process will be based on the principle of equal treatment of candidates.
4. a) When a vacancy occurs, a notice shall be published by the management, giving details of:
 - the post to be filled and the duties involved,
 - the qualifications recommended in Annex I and, where appropriate, relevant experience,
 - the closing date for the submission of applications.

- b) The vacancy notice should invite candidates to outline in their applications the qualities which in their opinion make them particularly well suited to the post.
 - c) The vacancy shall be brought to the attention of the general public by publication of an advertisement in a widely spread media at least two weeks before the closing date for the submission of applications. During the same period the vacancy will also be advertised in all the schools.
 - d) After the closing date for the submission of applications, the management, assisted by a person of its choice competent to judge the candidates and by the AAS representative or by a member of the AAS Committee nominated by the latter, shall evaluate the applications submitted and shortlist the best qualified candidates. The management and assistants will shortlist candidates for interview. The management will decide on the composition of the interview board. A representative of the AAS shall attend as an observer at the meeting of the interview board. Taking account of the views of the interview board, the management shall decide on the appointment to be made. All the candidates will be informed of the outcome of their application.
 - e) The Director shall inform the Administrative Board of the school of appointments made. The Secretary-General shall inform the Board of Governors of appointments involving the staff of the Office.
5. The management may decide to derogate from the provisions in paragraph 4 in cases where the vacancy can be filled with a member of the AAS of the same or another European School holding the same or equivalent occupational category. In such cases the management may decide on a transfer of a person to another function in the interest of the service, if that person has successfully passed an internal selection procedure. Furthermore, the provisions of paragraph 4 may be waived when the post is to be filled on a temporary or a predetermined fixed-term basis.
6. The management shall ensure that all the statutory conditions of the host country for recruitment of staff by an educational institution have been met and that the person recruited is suitable to hold a post in a school.

Art. 6 Contract of employment

1. The contract of employment shall be drawn up in writing for an indefinite period in the case of permanent staff and for a fixed period in the case of temporary staff.

The law of the host country will apply in the event of successive renewals of a fixed-term contract.

2. The following must necessarily be mentioned:
- a) the name and address of the contracting parties;
 - b) the date on which the member of staff is to take up the post;
 - c) the duration of the contract;
 - d) the place of work;
 - e) the duties and responsibilities carried by the post to be filled;
 - f) the grading in the occupational category and the remuneration carried;
 - g) the weekly hours of work and timetable;
 - h) the leave entitlement;
 - i) the probationary period provided for in Art. 8;

- j) the period of notice required for termination of employment;
 - k) the applicability of these Service Regulations.
3. The contract will be signed by the management and by the member of the AAS before taking up the post.
 4. The management will give the successful candidate a copy of these Service Regulations, and a copy of the General Rules of the European Schools, before the contract is signed.

Art. 7 Initial grading

1. Successful candidates shall be appointed at a grade corresponding to the occupational category for which they have been recruited.
2. The initial grade shall depend on the professional experience of the successful candidate.

Without prejudice to the paragraphs 4 to 8 they shall be placed with respect to the initial grade as follows:

<i>Years' experience</i>	<i>Up to 15 years</i>	<i>More than 15 years Up to 25 years</i>	<i>More than 25 years</i>
<i>Grade linked to the occupational category</i>	<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>

3. The initial step in grade 1 of the corresponding occupational category shall depend on the relevant job experience of the candidate. The management will take the decision concerning the initial step after consultation of the interview board. The initial step shall not be higher than step 3. If a candidate is placed in grade 2 or 3 of the corresponding occupational category step 1 has to be foreseen.
4. The management may decide to derogate from paragraph 2 and place the successful candidate in a higher grade of the same occupational category in case no qualified candidate could be recruited due to the competitive situation on the local labour market. Any such decision must be communicated to the next meeting of the Administrative Board.
5. Successful candidates who already have a contract of employment with another school in the same or in an equivalent occupational category shall be graded at the grade and step on the salary scale which they had already reached.
6. Successful candidates who already have a contract of employment with another school in the same country in a lower occupational category shall be graded at the grade and step on the salary scale, which is the first that carries a salary at least equal to the previous one.
7. Successful candidates who already have a contract of employment with the same school in a lower occupational category shall be graded at the grade

and step on the salary scale as indicated in Annex II which is the first that carries a salary at least equal to the previous one.

8. Successful candidates who already have a part-time contract of employment with the same school in a lower occupational category shall without prejudice to paragraph 4 be placed in their new grade in accordance with paragraph 2.
9. In the cases referred to in paragraphs 5 and 6 a new contract of employment shall be concluded, whose terms and conditions shall comply with the provisions in force in the school to which he/she is moving.

Art. 8 Probationary period

The first six months shall be regarded as a probationary period. During this period each of the two parties may terminate the contract in writing subject to one month's notice.

Art. 9 End of the contract of employment

1. The contract of employment shall end only in the circumstances provided for by the legislation of the host country.
2. Where the discontinuance of a post is decided by the Board of Governors, a member of the AAS who cannot be redeployed shall receive what is laid down by the legislation of the host country but never less than an allowance equivalent to one month's basic salary per year of service in the school up to a maximum of three months' salary, the intermediate portion being calculated in twelfths. Where a member of the AAS refuses a reasonable offer of an alternative post, the above allowance shall not be granted.

Chapter III – Obligations and rights

Art. 10 Obligation of loyalty

1. In his/her day-to-day activities, a member of the AAS shall contribute to the fulfilment of the objectives of the European Schools and shall undertake to abide by the provisions governing these schools.
2. A member of the AAS wishing to engage in an activity of a professional nature or to carry out an assignment outside the schools, whether gainful or otherwise, must notify the management. Management shall prohibit the activity/assignment if it is such as to prejudice the member of staff's commitment or to be detrimental to the interests of the school.
3. In the case of a part-time employee, the management must respect the right of the AAS member to supplement the income which he/she earns in employment in the school.
4. A member of the AAS shall carry out loyally the duties assigned to him/her by the management as provided for in the contract of employment and in accordance with the requirements of the service and shall conduct himself/herself solely in the interests of the schools. He/She shall, both during and after his/her period of service, exercise the greatest discretion with regard to all facts and information gained in the course of or in connection with the performance of his/her duties.

Art. 11 Obligation of residence

A member of the AAS shall reside either at the place where the school is situated or at no greater distance therefrom than is compatible with the proper performance of his/her duties.

Art. 12 Obligation to provide the management with assistance and to make good any damage caused

1. A member of the AAS shall be under the authority of the management of the school and shall be responsible to the latter for performance of the duties assigned to him/her in the interests of the smooth operation of the school.
2. A member of the AAS may be required to make good, in whole or in part, any damage suffered by the school or by a third party as a result of misconduct on his/her part, as defined in Art. 31.
3. Where a member of the AAS incurs civil liability for damage caused either by a pupil in his/her care or to a pupil in the same circumstances, the school's liability shall be substituted for that of the member of the AAS. In the event of professional misconduct and according to its degree of seriousness, the school shall reserve the right to take all appropriate measures against the member of the AAS concerned.
4. The school shall take out adequate insurance to cover its own and its staff's liability in respect of third parties.

Art. 13 Personal file¹

A personal file shall be compiled for each member of the AAS. The details are established in Annex V of this Service Regulations.

Art. 14 Training

Within available resources the management shall facilitate such further professional training for members of the AAS as is in the interests of the service. Where appropriate, management shall provide assistance.

Art. 15 Association and representation

1. Members of the AAS shall be entitled to exercise the right of association. They may in particular be members of trade unions or professional associations and may hold office.
2. The members of the AAS of each school shall elect a representative and an alternate every year. Only members of the AAS with at least a two-year contract and in the school's service for more than six months shall be entitled to vote and stand for election. The representative of the AAS of the school shall be a member of the school's Administrative Board. The performance of representational duties shall not be prejudicial to the person concerned. The representative of the AAS cannot be dismissed for reasons inherent to his/her mandate or delegation. The elected representative shall be entitled to two hours' release from normal duties per week.

¹ The former Articles 13.1. and 13.2. are repealed and replaced by Annex V to the Service Regulations, entitled '*Content of the administrative and management of personal data files*'.

3. The AAS Committee, made up of one representative of the AAS from each school (elected as specified in Art. 15.2 above), and the Inter-Schools Staff Committee referred to in the Regulations for Members of Seconded Staff of the European Schools – which two committees together shall constitute the Staff Committee referred to in Art. 22 of the Convention defining the Statute of the European Schools – shall designate annually, by common accord, a delegate and his/her alternate, from among the teaching staff, to represent them at meetings of the Board of Governors. The President of the Board of Governors may, however, invite AAS representatives, as experts, to meetings whenever matters of interest or concern to AAS members are to be addressed.
4. The representatives of all the AAS Committees of the schools may meet at the same time and at the same venue as the representatives of the teaching staff to discuss matters of common interest. Where duly substantiated circumstances so require, the Secretary-General may authorise additional meetings to be held, at a venue to be determined by him. Mission expenses shall be reimbursed as provided for in Art. 18 of these Service Regulations.

Chapter IV – Working conditions

Art. 16 Hours of work and timetables

1. Full-time members of the AAS shall normally work a 37½-hour week unless the contract of employment specifies otherwise.
2. Without prejudice to 1 above, the management may decide, after consulting the party concerned and the representative of the AAS, to adjust the allocation of working hours of an individual employee in order to bring it into line with local practice and the needs of the school and to draw up certain timetables to reflect the duties to be performed. The additional personal expenditure incurred by a member of the AAS as a result of these timetable adjustments (e.g. transport costs) will be reimbursed by the school.
3. If a member of the AAS, depending on the nature of his/her post, has an incomplete annual work schedule, the management may reduce his/her basic salary *pro rata* in line with actual working time or increase his/her daily hours of work to compensate for the days not worked.

Art. 17 Overtime and part-time work

1. A member of the AAS may be required, at the management's request, to work overtime outside normal working hours in emergencies or in the event of exceptional pressure of work.
2. The total overtime which a member of the AAS can be asked to work may not exceed two hours per day, six hours per week or 20 hours per month. If exceptional circumstances make it necessary or if the person concerned agrees, this maximum may be exceeded by half.
3. Overtime worked shall carry entitlement to compensatory leave on the basis of one and a half hours off for each hour of overtime. Where it has not proved possible to grant compensatory leave for overtime, remuneration shall be payable at the rate of 0.923% of the basic monthly salary.

4. The management may authorise, in writing, a member of the AAS to work part-time if he/she so requests. Such authorisation may be granted for a fixed or for an indefinite period and result in a reduction of up to 50% in the hours of work of the member of the AAS concerned. Remuneration shall be adapted *pro rata*.

Art. 18 Mission expenses

A member of the AAS holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowances in accordance with the same rules as those laid down for seconded staff in their Regulations.

Art. 19 Leave

A member of the AAS shall be entitled to the following leave:

1. Annual leave of 30 working days per calendar year, in addition to the official holidays of the European Commission. The management, after hearing the representative of the AAS Committee of the School, will determine the arrangements for implementation of this provision in accordance with the needs of the school and with the General Rules of the European Schools.
2. Leave because of sickness or accident, maternity, paternity or adoption leave and leave to fulfil statutory military/civil obligations, and any other special leave on the occasion, for instance, of family events, will be granted in accordance with the rules applicable in the host country.
3. Paid training leave may be granted to a member of the AAS to enable attendance at the further professional training courses referred to in Art. 14 of these Service Regulations.
4. Leave on personal grounds may, in exceptional circumstances and at the request of the member of the AAS, be granted for a period of one year, if the interests of the service are not adversely affected. Such leave may be granted for two further periods subject to the same conditions. During this period of leave the member of the AAS concerned shall not be paid or receive any related benefits and his/her career advancement shall be suspended.

Chapter V – Career

Art. 20 Career structure

All members of the AAS will come into the career bracket corresponding to the post's occupational category within the grades laid down in Annex II.

Art. 21 Biennial Evaluation and advancement to a higher step

1. The competence, efficiency and conduct of each member of the AAS shall be the subject of a performance evaluation report drawn up every two years by the line manager and countersigned. A copy, signed by the management, shall be given to the member of the AAS and a second copy will be kept in his/her personal file. The person concerned shall be entitled to add all comments thereon which he/she deems relevant. The management shall ensure that the views of immediate superiors are taken into account when drawing up the report. The details of the evaluation procedure are established in the

“Implementing Rules for the Evaluation and Progression of Members of the AAS of the European Schools”.

2. A member of the AAS who has been at one step in his/her current grade for two years shall advance to the next step in that grade linked to his/her occupational category, on condition that the results of the evaluation carried out in conformity with paragraph 1 are not negative.

This two-years progression shall continue until the member of the AAS has reached the final step of his/her current grade or is progressing to the next higher grade of his/her occupational category.

The progression of a member of the AAS to a higher grade within his/her occupational category requires a minimum number of points accumulated in evaluations as defined in the Implementing Rules referred to in paragraph 1.

Art. 22 Change of occupational category

1. A member of the AAS can be promoted from one occupational category to another only by following the appointment procedure in accordance with the provisions of Chapter II of these Service Regulations. The first six months in the new category shall be regarded as a probationary period unless otherwise specified by national legislation. For the duration of the probationary period the post vacated by the person changing category shall be occupied for a fixed term corresponding to the probationary period referred to above.
2. By way of an exception, a member of the AAS with a permanent contract may be placed in a higher occupational category without an appointment procedure if the transformation of its post is agreed by the Board of Governors under the normal procedure for the creation and suppression of an AAS post. The member of staff may be moved up into the higher occupational category only if the requirements for the post are fulfilled and he/she has performed successfully the tasks linked to the higher occupational category for more than 12 months. Its contract shall be amended accordingly without any change to the other terms and conditions.

Art. 23 Temporary holding of posts

1. In emergencies, and in the interests of the school, a member of the AAS may exceptionally be called upon to occupy temporarily a post in another category, even though its holding requires diplomas and knowledge and skills of a level higher than those of the category to which he/she belongs. This situation may not last for longer than six months. The limit on the temporary holding of a post shall not apply if the purpose is to replace, directly or indirectly, a member of staff on long-term leave.
2. Staff holding such temporary posts shall be paid from appropriations earmarked for this purpose in the school's budget.
3. The member of the AAS concerned shall receive, as from the second month from the start of his/her temporary posting, an allowance (payable retrospectively from the day in which the substitution began) equal to the difference between the remuneration carried by his/her basic step and that corresponding to the basic step of the temporary posting.

Art 23 bis Accounting Officer Correspondent

1. Based on a proposal of the Director the Administration Board of a School may decide to appoint a member of the Administrative and Ancillary Staff as 'Correspondent' to the Accounting Officer as referred to in Article 35 of the Financial Regulation applicable to the Budget of the European Schools. In the Office of the Secretary-General this decision has to be taken by the Secretary-General.
The appointment can be temporary.
2. The tasks and qualification of the 'Correspondent' are specified in the Financial Regulation and in the corresponding Charter of Tasks and Responsibilities approved by the Board of Governors.
3. When executing these tasks the 'Correspondent' shall be hierarchically subordinated to the corresponding authorising officer, as defined in the Financial Regulation, and subject from a functional point of view to the accounting standards and procedures issued by the accounting officer of the European Schools.
4. Without prejudice to Articles 7 and 21 and Annex II of these Regulations Members of the Administrative and Ancillary Staff of the European Schools being appointed as 'Correspondent' shall receive for the duration of their appointment a special allowance equivalent to the value of three steps of their occupational category.
5. Without prejudice to Articles 12, 31 and 32 of these Regulations the member of the Administrative and Ancillary Staff will be subject to the disciplinary framework laid down in the Financial Regulations and in the corresponding Charter of Tasks and Responsibilities approved by the Board of Governors when executing his/her tasks as 'Correspondent'.

Art. 24 Occupational Categories

deleted

Art. 24 bis Internal Measures

Chapter II and in particular Articles 5, 7 and 8 do not apply in cases of measures within the same or an equivalent occupational category within the system of the European Schools. The management may decide on the transfer of a person in the interest of the service within the same occupational category. The post that is rendered vacant due to the internal movement will be subject to the rules laid down in Chapter II and in particular Articles 5, 7 and 8.

Chapter VI – Remuneration

Art. 25 Establishment and adjustment of remuneration

1. The salary rates for each School applicable to administrative and ancillary staff are those appearing in the relevant entries in Annex II.

2. Without prejudice to the provisions of Art. 3.1 above, the salary levels for AAS will be reviewed, every six years, by the Administrative Board of each school, and by the Secretary-General for his/her staff, under the authority of and within prior limits set by the Board of Governors. The next such review will take place in 2021.
3. This review should take all the following factors into account:
 - a) the salary scale for comparable posts in the country in which the school is situated;
 - b) the need to ensure recruitment and retention of suitably qualified staff;
 - c) the salary paid for the same posts in the European Schools in general, taking account of the correction coefficient;
 - d) the budgetary resources/limitations which may be indicated by the Board of Governors;
4. The annual adjustment of the remuneration of the AAS shall follow the annual adjustment provided by national legislation and collective agreements in their valid version listed in Annex IV of this Service Regulations.

Art. 26 Emoluments

In accordance with this chapter and save as expressly provided otherwise, a member of the AAS shall be entitled to the remuneration carried by his/her grade and step. This remuneration shall comprise:

- a) basic salary as laid down for each grade and each step, determined by the management in accordance with Art. 25;
- b) payment for overtime, as laid down in Art. 17;
- c) allowances as laid down in these Service Regulations or in 'mandatory provisions' of the host country as defined in Article 3.2.

Art. 27 Overpayments

Any sum overpaid shall be refunded if the recipient was aware that there was no due reason for the overpayment or if the fact of the overpayment was patently such that he/she could not have been unaware of it. When the amount to be recovered exceeds the basic salary paid monthly, repayment of the amount due may be made in instalments. Should the annual adjustment of remuneration show that excessive amounts were paid, the overpayments for the corresponding period must be recovered.

Art. 28 Taxes and statutory social insurance contributions

The remuneration of the members of the AAS shall be subject to national tax and social insurance legislation.

Chapter VII – Social security

Art. 29 Cover

1. Members of the AAS shall be insured against the risks of sickness, accident, unemployment, invalidity and death in accordance with the legislation of the host country.
2. In addition to the insurance taken out by the schools a member of staff is insured, from the date of his/her entering the service, against the **RISK OF**

OCCUPATIONAL DISEASE AND OF OCCUPATIONAL ACCIDENT.

Members of the AAS shall contribute to the cost of insuring against non-occupational risks, this contribution being compulsory.

The insurance policy shall specify which risks are not covered.

3. In the event of the death of a member of the AAS, the surviving spouse or the dependent children shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred.

Art. 30 Other welfare benefits

1. The Secretary-General or the Director may make loans or advances to a member of the AAS who is in a particularly difficult position as a result *inter alia* of serious or protracted illness or by reason of family circumstances. The decision shall be taken by the Secretary-General for the members of the AAS of his/her Office.
2. Members of the AAS employed on a half-time basis or more shall be entitled to admission to the European Schools for their children and shall qualify for exemption from the corresponding school fees. In the case of a member of staff employed on a less than half-time basis, the exemption shall be proportional to his/her working hours. In the event of redundancy, the Administrative Board will consider exemption from school fees for the child(ren) attending the European School of the member of staff who has been made redundant.
3. In the event of the death of a member of the AAS, his/her children already enrolled at the school as Category I pupils shall retain Category I status until the end of their schooling.

Chapter VIII – Disciplinary measures, decisions and appeals

Art.31 Misconduct and disciplinary action

1. Any failure by a member of staff to comply with his/her obligations under these Service Regulations, whether intentionally or through negligence on his/her part, shall make him/her liable to disciplinary action. The seriousness of the offence shall be assessed on the basis of factors such as intentionality, disruption of the service, affront to the staff or the schools, lack of respect for third parties and/or repetition of the offence.
2. Disciplinary measures shall take one of the following forms:
 - a) written warning or reprimand for minor misconduct;
 - b) reprimand and deferment of advancement to a higher step or relegation in step for serious misconduct;
 - c) dismissal for very serious misconduct.
3. A single offence may not give rise to more than one disciplinary measure.

Art. 32 Authority with disciplinary powers and procedure

1. The management shall be the sole body competent to initiate disciplinary proceedings against a member of the AAS of the school and to order the taking of the relevant disciplinary measure.

2. The management shall be assisted by a person of their choice, free from bias in the circumstances of the case and competent to judge the case, and by the school's AAS representative.
3. Disciplinary proceedings shall start with written notification by the management to the member of the AAS concerning the facts complained of, and must be terminated within six months of the date of notification
4. The member of the AAS charged shall be given a prior opportunity to state his/her views and shall have access to all relevant papers in his/her file. The employer must notify the member of the AAS of allegations against him/her within the time specified by national legislation and in any event before three days have elapsed after the time when the allegations became known to the employer, if the AAS member is at work, or as soon as it is practically possible. He/She shall have not less than fifteen days from the date of initiation of proceedings to prepare his/her defence and may be assisted by a defence counsel of his/her choice
5. In the event of allegations which may constitute serious or very serious misconduct, the management may suspend the member of staff concerned forthwith and for the duration of the disciplinary proceedings. The decision that a member of staff be suspended shall specify whether he/she is to continue to receive his/her remuneration or determine what part thereof is to be withheld.
6. All reference in the personal file to disciplinary measures taken in the case of minor misconduct shall be deleted after a period of three years. All reference in the personal file to disciplinary measures taken in the case of serious misconduct may be deleted after a period of six years.
7. A contentious appeal, as provided for in Art. 36 of these Service Regulations may be lodged direct against any act implying disciplinary action.

Art. 33 Subrogation in favour of the European Schools

1. The school shall assist a member of staff in any proceedings against those responsible for serious threats and/or insulting or defamatory acts against the member of staff and/or members of his/her family on account of his/her status and office.
2. Based on a recommendation from the Director, the Administrative Board may decide to provide compensation for the resulting damage suffered by the member of staff, in so far as he/she was not responsible for the damage and was unable to obtain compensation from those responsible. In the case of Office staff, the Board of Governors may decide to provide compensation based on a recommendation by the Secretary-General

Art. 34 Decisions

1. Any decision relating to a specific individual which is taken under these Service Regulations shall be communicated in writing to the member of the AAS concerned. Any decision adversely affecting a member of staff shall state the grounds on which it is based.
2. Any member of the AAS may submit to the management a request that a decision be taken in respect of him/her within three months of submission of the request. If at the end of the aforementioned period no reply to the request

has been received, this shall be deemed to constitute an implied decision rejecting it.

3. The staff member may decide to submit to the Secretary General a request for conciliation. The conciliation procedure does not have a suspending effect.

Art. 35 Administrative appeals

deleted

Art. 36 Contentious appeals

1. Without prejudice to the conciliation procedure referred to in Article 34.3 the judges or courts of the host country shall have sole jurisdiction in any dispute between the management organs of the school and members of the AAS regarding the legality of an act implementing these Service Regulations adversely affecting them.
2. Contentious appeals within the meaning of this article shall be investigated and judged in accordance with the rules of the host country. These rules shall also apply to the expenditure incurred in these proceedings.

Transitional provisions

Art. 37

1. Without prejudice to paragraph 2, members of the AAS appointed prior to 1 January 2020 shall retain all acquired rights, where their entitlement to such rights is established in their contracts of employment.
2. Acquired rights linked to the method of calculation of the annual salary adjustment shall not be maintained. Without prejudice to binding national law, acquired rights linked to the automatic advancement in step shall not be maintained.
3. Each member of the AAS of the European Schools appointed prior to 1 January 2020 shall be placed in a grade as set out in Annex II of these Service Regulations.

The transposition from the current to the new Annex II shall take place on 1 January 2020.

No reduction in salary shall result from the transposition.

The transposition shall not result in a staff member being assigned to a grade and step below the lowest grade and step of his/her corresponding professional category.

A staff member whose current salary or envisaged future salary within the salary tables applicable until 31 December 2019 is not covered by the highest grade corresponding to his/her occupational category shall continue and finalize his/her professional career in the new grade reflecting his/her current salary.

Each staff member shall be informed of his/her future grade and step in the new salary tables by 30 November 2019.

Final provisions

Art. 38

1. The special provisions established by the agreements between the Board of Governors and the host countries are not affected by these Service Regulations. All other provisions adopted by the Board of Governors which are at variance with the provisions of these Service Regulations are hereby repealed with the exception of the special arrangements made for the appointment of Nursery Assistants.
2. The periods of time mentioned in these Service Regulations shall be expressed in working days if they are expressed in days and from date to date if they are expressed in years or in months. If in the month of the time limit there is no day identical with the one on which the calculation started, it will be understood that the period expires on the last day of the month. If the last day of the month falls on a non-working day, the period will be extended to the first subsequent working day.
3. These Service Regulations shall be drawn up in the languages of the host countries of the schools. The text in the language of the school's host country will be authentic in that country.

All provisions adopted by the Board of Governors which are at variance with the provisions of these Service Regulations are hereby repealed.

4. These Service Regulations were approved by the Board of Governors on 18 April 2007 and most recently amended by the Board of Governors on 3 December 2010.

The Service Regulations entered into force on 19 April 2007.

The amendments approved by the Board of Governors on 3 December 2010 shall enter into force on 1st January 2011.

The amendments to Annex I and II approved by the Board of Governors on 13 April 2011 will enter into force on 15 April 2011.

The amendments approved by the Board of Governors on 16 April and 5 December 2013 will enter into force on 1st January 2014.

The amendments approved by the Board of Governors on 3 December 2015 will enter into force on 1st January 2016.

The amendments approved by the Board of Governors at its meeting on 4-7 December 2018 will enter into force on 1 January 2019.

The amendments approved by the Board of Governors on 9 – 12 April 2019 and on 3 – 5 December 2019 will enter into force on 1st January 2020.

Annex I: Occupational categories

(This annex is descriptive in nature and is not exhaustive or prescriptive.

The approval of the Board of Governors, based on a proposal from the Administrative Board or from the Secretary-General, is required for the creation of a post that does not match these categories.)

European Schools and Office of the Secretary-General

Staff	Occupational categories
1.-Educational	
	1.1 Librarian
	1.2 Science Laboratory Technician
	1.3 Nursery Assistant
	1.4 SEN Assistant
2. Administrative	
	2.1 Registrar
	2.2 Executive Assistant to the Secretary-General
	2.3 Administrative Assistant to the Secretary-General
	2.4 Executive Assistant to the Director
	2.5 HR Assistant
	2.6 Legal Expert
	2.7 Data Protection Officer (DPO)
	2.8 Security Officer in the Office of the Secretary General

Staff	Occupational categories
	2.9 Security Officer
	2.10 Tax Analyst Expert at the Office of the Secretary-General
	2.11 Tax Analyst at the Office of the Secretary-General
	2.12 Finance Expert
	2.13 SAP Expert
	2.14 SAP Assistant
	2.15 Head Accountant
	2.16 Accountant
	2.17 Assistant Accountant
	2.18 Assistant to Head of Unit at the Office of the Secretary-General
	2.19 Secretary
	2.20 ICT Expert at the Office of the Secretary-General
	2.21 ICT Assistant
	2.22 ICT Technician
	2.23 Webmaster/ Documentalist at the Office of the Secretary-General
	2.24 Superior Technician
	2.25 Technician
3. Health	
	3.1 Nurse

Staff	Occupational categories
	3.2 Psychologist
4. Ancillary	
	4.1 Caretaker
	4.2 Workman
	4.3 Clerk
	4.4 Receptionist
	4.5 Other ancillary staff

Annex II

Model Single Spine ES Alicante

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Val.	#month
8	Head Accountant - Executive Assistant – ICT Assistant	5.400	5.610	5.820	6.030	6.240	210	14
7	Head Accountant - Executive Assistant – ICT Assistant – DPO – Security Officer – ICT Technician	4.640	4.830	5.020	5.210	5.400	190	14
6	Head Accountant - Executive Assistant – ICT Assistant – Superior Technician – DPO – Security Officer - ICT Technician - Accountant – Science Lab. Technician – Nurse – Librarian - Secretary - Nursery Assistant – SEN Assistant	3.960	4.130	4.300	4.470	4.640	170	14
5	DPO – Security Officer – ICT Technician - Accountant - Science Lab. Technician – Librarian - Nurse – Secretary – Nursery Assistant - SEN Assistant - Superior Technician – Technician	3.380	3.525	3.670	3.815	3.960	145	14
4	Accountant – Science Lab. Technician – Librarian - Nurse - Secretary - Technician – Nursery Assistant – SEN Assistant – Superior Technician - Workman – Caretaker	2.880	3.005	3.130	3.255	3.380	125	14
3	Technician - Workman – Caretaker – Auxiliary Staff	2.460	2.565	2.670	2.775	2.880	105	14
2	Workman - Caretaker - Auxiliary Staff	2.100	2.190	2.280	2.370	2.460	90	14
1	Auxiliary Staff	1.780	1.860	1.940	2.020	2.100	80	14

Model Single Spine ES Bergen

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Val.	#month
7								
6	Accountant - DPO - Executive Assistant - ICT Assistant	5.897	6.110	6.324	6.537	6.751	213,57	13
5	Accountant – DPO – Executive Assistant - ICT Assistant - Assistant Accountant - ICT Technician - Science Lab. Technician - Librarian - Nurse - Secretary - Security Officer - Superior Technician	5.042	5.256	5.469	5.683	5.897	213,57	13
4	Accountant – DPO – Executive Assistant – ICT Assistant - Assistant Accountant - ICT Technician - Science Lab. Technician - Librarian - Nurse - Secretary - Security Officer - Superior Technician	4.229	4.432	4.635	4.839	5.042	203,40	13
3	Assistant Accountant - ICT Technician - Science Lab. Technician - Librarian - Nurse - Secretary - Security Officer – Superior Technician - Nursery Assistant - SEN Assistant – Workman	3.415	3.618	3.822	4.025	4.229	203,40	13
2	Nursery Assistant – SEN Assistant - Workman	3.049	3.141	3.232	3.324	3.415	91,53	13
1	Nursery Assistant - SEN Assistant – Workman	2.683	2.774	2.866	2.957	3.049	91,53	13

Model Single Spine ES in Germany

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Value	#month
8								
7	HR Assistant - Executive Assistant - DPO	6.094,90	6.309,48	6.524,06	6.738,64	6.953,22	214,58	12.9
6	HR Assistant - Executive Assistant - DPO - Psychologist – Head Accountant – ICT Assistant	5.313,86	5.509,12	5.704,38	5.899,64	6.094,90	195,26	12.9
5	HR Assistant - Executive Assistant - DPO - Psychologist – Head Accountant - ICT Assistant - Librarian - Accountant - Secretary - Technician - Nurse - Security Officer - ICT Technician	4.610,10	4.786,04	4.961,98	5.137,92	5.313,86	175,94	12.9
4	Psychologist - Head Accountant - ICT Assistant - Librarian – Accountant - Secretary - Technician – Nurse - Security Officer - ICT Technician - Caretaker - Nursery Assistant - Science Lab. Technician - SEN Assistant	3.979,54	4.137,18	4.294,82	4.452,46	4.610,10	157,64	12.9
3	Librarian - Accountant - Secretary - Technician - Nurse - Security Officer - ICT Technician - Caretaker - Nursery Assistant - Science Lab. Technician - SEN Assistant - Workman - Auxiliary Staff	3.430,34	3.567,64	3.704,94	3.842,24	3.979,54	137,30	12.9
2	Caretaker - Nursery Assistant - Science Lab. Technician - SEN Assistant - Workman - Auxiliary Staff	2.942,18	3.064,22	3.186,26	3.308,30	3.430,34	122,04	12.9
1	Workman - Auxiliary Staff	2.494,70	2.606,57	2.718,44	2.830,31	2.942,18	111,87	12.9

Model Single Spine ES and OSG in Belgium

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Val.	#month
8		8.174,65	8.408,56	8.642,47	8.876,38	9.110,29	233,91	12.9
7	Registrar - Head Accountant – Tax Analyst Expert - DPO - HR Assistant - Executive Assistant OSG - Administrative Assistant - ICT Expert – Legal Expert - SAP Expert – Finance Expert – Security Officer OSG	7.239,01	7.472,92	7.706,83	7.940,74	8.174,65	233,91	12.9
6	Registrar - Head Accountant – Tax Analyst Expert - DPO - HR Assistant – Executive Assistant OSG - Administrative Assistant - ICT Expert - Legal Expert - SAP Expert – Finance Expert – Security Officer OSG - Executive Assistant - Security Officer - SAP Assistant – ICT Assistant - Assistant HoU - Webmaster - Nurse - Psychologist – Superior Technician – Accountant – Tax Analyst	6.303,37	6.537,28	6.771,19	7.005,10	7.239,01	233,91	12.9
5	Registrar - Head Accountant - Tax Analyst Expert - DPO - HR Assistant - Executive Assistant OSG - Administrative Assistant - Legal Expert - SAP Expert – ICT Expert - Finance Expert – Security Officer OSG – Executive Assistant - Security Officer - SAP Assistant – ICT Assistant - Assistant of HoU – Nurse – Psychologist - Webmaster – Superior Technician – Accountant – Tax Analyst - ICT Technician - Secretary - Technician – Science Lab Technician – Assistant Accountant – Librarian	5.408,41	5.632,15	5.855,89	6.079,63	6.303,37	223,74	12.9
4	Executive Assistant - Security Officer - SAP Assistant – ICT Assistant - Assistant of HoU - Webmaster - Nurse - Psychologist – Superior Technician - Accountant – Tax Analyst – ICT Technician - Secretary - Technician - Science Lab Technician – Assistant Accountant – Librarian - Nursery Assistant - SEN Assistant	4.594,81	4.798,21	5.001,61	5.205,01	5.408,41	203,40	12.9
3	ICT Technician - Secretary - Technician - Science Lab Technician – Assistant Accountant – Librarian - Nursery Assistant - SEN Assistant - Caretaker - Workman - Auxiliary Staff	3.781,21	3.984,61	4.188,01	4.391,41	4.594,81	203,40	12.9
2	Nursery Assistant - SEN Assistant – Caretaker – Workman - Auxiliary Staff	3.089,65	3.262,54	3.435,43	3.608,32	3.781,21	172,89	12.9
1	Caretaker - Workman - Auxiliary Staff	2.723,53	2.815,06	2.906,59	2.998,12	3.089,65	91,53	12.9

Model Single Spine ES in Luxembourg

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Val.	#month
7								
6	Head Accountant	7.687,56	7.969,44	8.251,32	8.533,20	8.815,08	281,88	13
5	Head Accountant - DPO - Psychologist - Librarian - ICT Assistant - Accountant - Executive Assistant – Superior Technician – Security Officer	6.560,40	6.841,92	7.123,80	7.405,68	7.687,56	281,88	13
4	Head Accountant - DPO - Psychologist - Librarian - ICT Assistant - Accountant - Executive Assistant – Superior Technician – Security Officer - Secretary - Nurse – Assistant Accountant	5.535,04	5.791,29	6.047,54	6.303,79	6.560,04	256,25	13
3	DPO - Psychologist – ICT Assistant - Accountant - Executive Assistant – Superior Technician – Security Officer – Librarian – Secretary – Nurse – Assistant Accountant – ICT Technician - Technician - Caretaker - Science Lab. Technician - Nursery Assistant – SEN Assistant	4.612,52	4.843,15	5.073,78	5.304,41	5.535,04	230,63	13
2	Secretary - Nurse – Assistant Accountant – ICT Technician - Technician – Caretaker – Science Lab. Technician – Nursery Assistant – SEN Assistant	3.792,52	3.997,52	4.202,52	4.407,52	4.612,52	205,00	13
1	ICT Technician - Technician – Caretaker – Science Lab Technician – Nursery Assistant – SEN Assistant	3.075	3.254,38	3.433,76	3.613,14	3.792,52	179,38	13

Model Single Spine ES Varese

Grade	Function	Step 1	Step 2	Step 3	Step 4	Step 5	Step Val.	#month
8	Head Accountant	5.676,93	5.816,26	5.955,59	6.094,92	6.234,25	139,33	13
7	Head Accountant – Executive Assistant – Accountant - DPO – ICT Assistant	5.168,41	5.295,54	5.422,67	5.549,80	5.676,93	127,13	13
6	Head Accountant – Executive Assistant – Accountant - DPO – ICT Assistant – Assistant Accountant	4.672,13	4.796,20	4.920,27	5.044,34	5.168,41	124,07	13
5	Executive Assistant – Accountant – DPO – ICT Assistant – Assistant - Accountant – Superior Technician – Nurse – Nursery Assistant - SEN Assistant – Science Lab. Technician – ICT Technician – Librarian – Secretary	4.131,09	4.266,35	4.401,61	4.536,87	4.672,13	135,26	13
4	Assistant Accountant – Superior Technician – Nurse – Nursery Assistant – SEN Assistant - Science Lab. Technician – ICT Technician - Librarian – Secretary – Technician – Caretaker	3.651,05	3.771,06	3.891,07	4.011,08	4.131,09	120,01	13
3	Superior Technician – Nurse – Nursery Assistant – SEN Assistant - Science Lab. Technician – ICT Technician - Librarian – Secretary - Technician – Caretaker – Worker – Ancillary Staff	3.207,65	3.318,50	3.429,35	3.540,20	3.651,05	110,85	13
2	Technician – Caretaker – Worker – Ancillary Staff	2.796,77	2.899,49	3.002,21	3.104,93	3.207,65	102,72	13
1	Worker – Ancillary Staff	2.491,65	2.567,93	2.644,21	2.720,49	2.796,77	76,28	13

Annex III : List of collective agreements referred to in Article 3.2

1. Provisions of collective agreements applicable at the schools in Germany:

- §§ 20 und 25 des Tarifvertrages für die Angestellten des öffentlichen Dienstes des Bundes (TVöD-Bund)
- § 2 (2) des Tarifvertrages über die betriebliche Altersversorgung der Beschäftigten des öffentlichen Dienstes (Tarifvertrag Altersversorgung – ATV)

2. Provisions of collective agreements applicable at the school in the Netherlands:

- 2. and 4. of Collectieve Arbeidsovereenkomst voor het voortgezet onderwijs (CAO-VO)
- 2.1.1 and 3.8.6 of Collectieve Arbeidsovereenkomst voor het primair (CAO-PO) and 3.9 of the Toelichting op enkele artikelen van de CAO-PO.

Annex IV: List of national laws and collective agreements referred to in Article 25.4

1. Provisions of national law and collective agreements applicable at the schools in Belgium:

Loi du 2 août 1971 (MB. 20/08/1971) et Loi du 1er mars 1977 (MB. 12/03/1977).

2. Provisions of national law and collective agreements applicable at the schools in Germany:

Paragraph 15 und Paragraph 39 des Tarifvertrages für die Angestellten des Öffentlichen Dienstes des Bundes (TvöD-Bund).

3. Provisions of national law and collective agreements applicable at the schools in the Netherlands:

CBS CAO-lonen, sector overheid inclusief bijzondere beloningen.

4. Provisions of national law and collective agreements applicable at the schools in Italy:

Article 6 b Contratto di Lavoro 11.11.2008.

5. Provisions of national law and collective agreements applicable at the schools in Luxembourg:

- Loi modifiée du 31 juillet 2006 portant introduction d'un Code du Travail.
- Loi modifiée du 16 avril 1979 fixant le statut général des fonctionnaires de l'Etat.
- Loi modifiée du 25 mars 2015 fixant le régime des traitements et les conditions et modalités d'avancement des fonctionnaires de l'Etat.

6. Provisions of national law and collective agreements applicable at the schools in Spain:

Consumer Price Index (CPI) applied to all employees.

Annex V : Content of the administrative and management of personal data files'

1. There is an individual file managed by the Director of the School to which the member of staff is assigned and/or by the Office of the Secretary-General. It may be a physical file or an electronic file.

2. Content of the file

2.1. This file contains all documents relating to the general situation (pedagogical and/or administrative) of the member of staff, excluding any reference to his/her political, philosophical or religious views,

2.2. Any information which is necessary for implementation of the Staff or Service Regulations applicable to the member of staff or of the contract concluded with him/her may be included, and in particular:

- copies of birth certificates, official records relating to civil status, residence certificates;
- application, curriculum vitae, letter of motivation, copies of diplomas, teacher training certificates, substantiating documents testifying to an additional professional qualification, attendance at in-service training courses and all other career and training documents supplied by the member of staff;
- official documents attesting to the fact that the member of staff has no criminal convictions in certain areas when the rules and regulations of the European Schools relating to child protection or the legislation of the seconding authorities or of the School's host country authorise or impose production of such documents;
- for members of the seconded staff, the official documents showing that the teacher has been made available to the European Schools by the National Authorities;
- for locally recruited teachers and members of the AAS, the vacancy advertisement, the job description, the contract and any amendments thereto;
- any document produced by the member of staff and necessary for implementation of the Staff or Service Regulations or the contract;
- any official document, report or internal memo concerning evaluation and any official document, report or internal memo concerning his/her competence and his/her efficiency in performing his/her duties;
- the annual list of absences and of special leave;
- pay or salary slips, financial and tax documents, statements of account and calculation of the allowances awarded to the member of staff;
- any disciplinary measure decided and the file relating thereto;
- any request made by the member of staff to the Director, to the Administrative Board or to the Secretary-General, any decision taken on this request, any judicial remedy sought, or administrative or contentious appeal lodged, and the decisions taken following these actions;
- any application for promotion and the action taken thereon;
- medical data likely to influence the daily work of the member of staff, the data required for the purposes of preventive medicine, occupational medicine or assessment of the member of staff's fitness for work;
- any clarification from the member of staff connected with one of the aforementioned documents.

3. Procedure and rights of the person concerned.

3.1. All documents and observations relating to the individual file will be dated and filed.

- 3.2. The School or the Office of the Secretary-General may not use or cite documents against a member of staff if they were not sent by this member of staff or were not communicated to him/her before they were filed. The communication of any document to a member of staff will be evidenced by his/her signing it or, failing that, by notification by registered letter or electronically, with acknowledgement of receipt.
- 3.3. A member of staff and his/her next of kin have the right, even after he/she has left the service, to acquaint themselves with the documents in his/her file and to obtain a copy of them.
- 3.4. Every precaution will be taken to ensure that the individual file remains confidential, however it is treated.
- 3.5. The information contained in this file may not be disseminated without the consent of the person concerned or, where appropriate, of his/her next of kin. Notwithstanding the foregoing provision, all or a proportion of the data may be transmitted in the following cases:
 - if there are rules and regulations or a legal obligation providing therefor;
 - where the transmission of data to the Secretary-General, to the Inspectors and/or to the seconding authorities proves necessary for performance of their duties;
 - where the transmission of data to a court proves necessary for the hearing of a legal case involving the member of staff, even incidentally.
- 3.6. When it is closed, the file will be kept for a period of 30 years.
- 3.7. A file will be closed within the meaning of Article 3.6. when it is found that no further document needs to be added to or removed from the file with a view to fulfilment of all the obligations of the member of staff, as of those of the European Schools or of the Office of the Secretary-General pursuant to the Staff or Service Regulations applicable.
- 3.8. In accordance with Article 32.6, reference to any disciplinary measures and the documents pertaining to the disciplinary procedure will be removed within the time period laid down in this present Service Regulation. The period referred to begins on 31 December of the calendar year during which the disciplinary measure was adopted.
- 3.9. When an appeal has been lodged or legal proceedings have been initiated by the member of staff against the School or the Office of the Secretary-General, by a third party against the School or the Office of the Secretary-General in connection with actions attributed to the member of staff or where the latter is involved, even incidentally, or by the School or the Office of the Secretary-General against the member of staff, the period referred to in Article 3.6. will be suspended until the court's final ruling has been handed down.
- 3.10. The practical arrangements for management of files and of personal data will be defined in an implementing text, adopted by means of a memorandum.