
**HIGH COUNCIL DECISION N. 5/2020
of 30 June 2020
amending the Conditions of Employment
of Teaching Staff of the European University Institute (EUI)**

THE HIGH COUNCIL,

Having regard to the Convention setting up a European University Institute (EUI), in particular Article 6(5)(c),

Having regard to the Protocol on the Privileges and Immunities of the European University Institute, and in particular Article 12 thereof,

Having regard to the Conditions of Employment of Teaching Staff of the EUI (CETS) laid down by High Council Decision No 7/2014 of 5 December 2014,

Having regard to the Staff Regulations applicable to Permanent Staff Members and Conditions of Employment of Other Servants of the European University Institute laid down by High Council Decision No 6/2014 of 5 December 2014,

Having regard to the High Council Decision No 4/2018 of 7 December 2018 amending the Conditions of Employment of Teaching Staff of the European University Institute (EUI) regarding the rules and conditions for Deans,

Having regard to the need to amend the Conditions of Employment of the Teaching Staff (CETS) to better align the CETS to the Staff Rules (SR) with regards to the specificities of the teaching staff category and the developments in universities worldwide,

Having regard to the need to better define the rules of teaching staff including rights and obligations,

Having regard to the Directive (EU) 2019/1158 of the European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers;

Having regard to the favourable opinion of the Strategic Standing Committee (20 April 2020) and of the Budget Committee IUE 287/20 (STAT 1)).

Whereas:

(1) It is the duty of the Institute to offer an attractive teaching and research environment while promoting gender equality and work-life balance for parents and carers.

(2) It is the duty of the Institute to offer an attractive teaching and research environment for current contract holders and future recruitments while promoting gender equality and work-life balance for parents and carers.

(3) Unpaid leaves are an important component of working conditions in academic institutions.

(4) It is desirable to increase the average length of service of full-time contract holders at the Institute within the maximum duration of twelve years.

(5) In the interest of simplification and of a consistent staff policy, administrative and teaching staff of the Institute should receive equal treatment for similar situations.

(6) These measures should not result in any additional expenditures for Title I of the EUI Budget.

(7) The EUI teaching staff must be subjected to the same obligations of independence, impartiality, objectivity and loyalty as the administrative staff. Disciplinary measures are to be introduced to give sanctions in case of failure with obligations.

Therefore, the CETS needs to be amended,

HAS DECIDED AS FOLLOWS:

Part I: Parental or family leave and work life balance for parents and carers

Article 1

The Conditions of Employment of the Teaching Staff of the European University Institute are amended as follows:

A. Article 1d (gender equality) is added as follows:

With a view to ensuring full equality in practice between men and women in working life, which shall be an essential element to be considered in the implementation of all aspects of these Conditions of Employment, the principle of equal treatment shall not prevent the Institute from maintaining or adopting measures providing for specific advantages in order to make it easier for the under-represented sex to pursue a vocational activity or to prevent or compensate for disadvantages in professional careers.

B. Article 23a and 23b (regarding parental or family leave) are added as follows:

Article 23a

A contract holder 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 recognised under general implementing provisions adopted by the Appointing Authority and for parents of dependent children with a disability or a severe illness recognised by the Institute's medical officer. The minimum leave taken at any one time shall not be less than one month.

During parental leave, the contract holder's membership of the social security scheme shall continue; the acquisition of invalidity pension/severance grant rights, dependent child allowance and education allowance shall be maintained. The contract holders shall retain their posts. The leave cannot extend beyond the end of the contract holder's contract. The leave may be taken as full-time or half-time leave. Where parental leave is taken in the form of half-time leave, the maximum period provided for in the first paragraph shall be doubled. During parental leave, the contract holder shall be entitled to an allowance of EUR 1023,56 per month or 50 % of such sum if on half-time leave, but may not engage in any other gainful employment. The full contribution to the social security scheme provided for in Articles 36 and 37 shall be borne by the Institute and calculated on the basis of the basic salary of the contract holder. However, in the case of half-time leave this provision shall apply only to the difference between the full basic salary and the proportionally reduced basic salary. For the part of the basic salary actually received, the contract holder's contribution shall be calculated by using the same percentages as if they were in full-time employment.

The allowance shall be EUR 1364,75 per month, or 50 % of such sum if the contract holder is on half-time leave, for the single parents and parents of dependent children with a disability or a severe illness recognized by the medical officer referred to in the first paragraph and during the first three months of parental leave where such leave is taken by the father during maternity leave or by either parent immediately after maternity leave or during or immediately after adoption leave

Parental leave may be extended for a further six months with an allowance limited to 50 % of the amount referred to in the second paragraph. For single parents as referred to in the first paragraph, parental leave may be extended for a further twelve months with an allowance limited to 50 % of the amount referred to in the third paragraph.

The amounts mentioned in this Article shall be updated in line with the evolution of EUI salaries.

Article 23 b

In the case of medically certified serious illness or disability of a contract holder's spouse, relative in the ascending line, relative in the descending line, brother or sister, the contract holder shall be entitled to a period of family leave without basic salary. The total period of such leave shall not exceed nine months over the contract holder's entire career.

The second paragraph of Article 23a shall apply.

C. Article 62 b (regarding leave) is amended as follows:

1. Research Fellows shall be entitled to annual leave of two working days per complete month of service (i.e. twenty-four working days per full calendar year).

A Research Fellow may exceptionally, on application, be granted special leave, on conditions similar to those laid down in Annex V, section 2, of the Staff Regulations applicable to Permanent Staff Members of the Institute, pursuant to Article 70.

Article 23a and 23b of Chapter 6 regarding parental or family leave shall apply *mutatis mutandis* to Research Fellows holding an initial contract of at least twelve months of full-time service (thirty thirtieths) pursuant to Article 70.

When the renewal of the contract of a Research Fellow leads to extending his full-time service beyond twelve months, the provisions in the above paragraph shall apply as of the 13th month.

During parental or family leave, Research Fellow's membership of the social security scheme shall continue; the acquisition of termination of service allowance, dependent child allowance and education allowance shall be maintained. Research Fellows shall retain their posts. The leave cannot extend beyond the end of the Research Fellow's contract.

Article 60 first indent as well as Articles 1, 3, the first paragraph of Article 4 and Article 5 of Annex V, section 1 (Annual Leave) to the Staff Regulations applicable to Permanent Staff Members of the Institute shall apply *mutatis mutandis* to Research Fellows.

The annual leave of a research fellow with a part time contract shall be reduced proportionally.

In this case a complete month of service will be expressed in thirtieths, thirty thirtieths being equivalent to full-time working in the month concerned and leave shall be calculated pro rata to the months worked.

Part II: Part-time work and work life balance for parents and carers

Article 2

A. Article 4b (part-time work) is added as follows:

1. A contract holder may request authorisation to work part time.

The Appointing Authority may grant such authorisation if this is compatible with the interest of the service.

2. The contract holder shall be entitled to authorisation in the following cases:

(a) to care for a dependent child under 9 years of age,

(b) to care for a dependent child aged between 9 and 12, if the reduction in working time is no more than 20 % of normal working time,

(c) to care for a dependent child until he reaches the age of 14 when the contract holder is a single parent,

(d) in cases of serious hardship, to care for a dependent child until he reaches the age of 14 if the reduction in working time is no more than 5 % of normal working time. Where both parents are employed in the service of the Institute, only one shall be entitled to such reduction,

(e) to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister,

3. The Appointing Authority shall reply to the staff member's request within 60 days.

4. General implementing provisions shall be adopted to give effect to this Article.

Part III: Unpaid leave

Article 3

Article 4a is amended with the following paragraphs added:

Article 4a

3. Contract holders may, request and be granted unpaid leave for research and professional purposes.

4. Unpaid leave for research and professional purposes shall be governed by the following rules:

a) during the unpaid leave, the provisions under paragraph 2(b) on the membership of the social security scheme and the risks under that scheme shall apply,

b) on the expiry of the leave, the contract holder shall mandatorily be reinstated in his post and grade and may opt for a contract extension equivalent to the time spent on unpaid leave for research and professional purposes.

Implementing provisions shall be adopted to give effect to unpaid leave for research and professional purposes.

5. Article 5 shall continue to apply during the period of leave on personal grounds and during the period of unpaid leave for research and professional purposes. The permission under Article 5 shall not be granted to a contract holder for the purpose of his engaging in an occupational activity, whether gainful or not, which could lead to the existence or possibility of a conflict with the legitimate interests of the Institute.

Part IV: Heads of Department

Article 4

Article 29 (Heads of Department) paragraph 2 is amended as follows:

2. For the first year acting as Head of Department, a contract holder shall be allowed, at his choice and request,

a) either a monthly allowance equal to 5% of the highest basic salary applicable to contract holders as defined in Article 28,

b) or a year's extension to his full-time teaching contract beyond the maximum period of service set by Annex IV, Article 1, of these Conditions of Employment.

Part V: Statutory Obligations

Article 5

A) Article 2 is amended as follows:

A full-time contract holder is referred to as “contract holder” in this Part.

1. A contract holder shall carry out his duties and conduct himself solely with the interests of the Institute in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside the Institute. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duty of loyalty to the Institute.
2. A contract holder shall abstain from any action or behaviour which may reflect adversely upon his position or affect his ability to perform his duties.
3. A contract holder shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.
4. Any contract holder to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the Appointing Authority. The Appointing Authority shall take any appropriate measure, and may in particular relieve the contract holder from responsibility in this matter.
5. A contract holder may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of the Institute to which he belongs or which have dealings with the Institute, any interest of such kind or magnitude as might impair his independence in the performance of his duties.
6. A contract holder may be required to make good, in whole or in part, any damage suffered by the Institute as a result of serious misconduct on his part in the course of or in connection with the performance of his duties.
7. A reasoned decision shall be given by the President in accordance with the procedure laid down in regard to disciplinary matters.
8. The judicial body for settling disputes between the Institute and its contract holder shall have unlimited jurisdiction in disputes arising under this provision.
9. Any contract holder who, in the course of or in connection with the performance of his duties, becomes aware of facts which gives rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the Institute, or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of Institute contract holders, shall without delay inform either his immediate superior or, if he considers it useful, the President.

Information mentioned in the above subparagraph shall be given in writing.

This paragraph shall also apply in the event of serious failure to comply with a similar obligation on the part of any other person in the service of or carrying out work for the Institute.

10. The immediate superior receiving the information referred to in paragraph 9 shall without delay transmit to the President of the Institute any evidence of which he is aware from which the existence of the irregularities referred to in paragraph 9 may be presumed.
11. A contract holder shall not suffer any prejudicial effects on the part of the Institute as a result of having communicated the information referred to in paragraph 9 and 10, provided that he acted reasonably and honestly.
12. Paragraphs 9 to 11 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the contract holder in the course of, proceedings in legal cases, whether pending or closed.

B) Article 4 is amended as follows:

Article 4

Without prejudice to Article 21, a contract holder may not absent, interrupt or suspend his activities at the Institute, without the President's prior permission. Any unauthorised absence may entail the loss of a proportion of salary, calculated in accordance with the provisions adopted by the High Council.

C) Article 5 (outside activities), is amended as follows:

A contract holder who intends to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside the Institute, shall first obtain the permission of the Appointing Authority. Permission shall be refused only if the activity or assignment in question is such as to interfere with the performance of the contract holder's duties or is incompatible with the interests of the Institute.

A contract holder shall notify the Appointing Authority of any changes in a permitted outside activity or assignment, which occur after the contract holder has sought the permission of the Appointing Authority under paragraph 1. Permission may be withdrawn if the activity or assignment no longer meets the conditions referred to in the last sentence of paragraph 1.

Article 5 is applicable to all full-time teaching staff subject to these Conditions of Employment.

D) Article 18 is amended with the following paragraph added as paragraph four:

The President may, however, refuse to accept the resignation if disciplinary proceedings against the contract holder are in progress at the date of receipt of the letter of resignation or if such proceedings are started within the following thirty days.

E) Chapter 9b on disciplinary measures is added as follows:

CHAPTER 9b

DISCIPLINARY MEASURES

Article 51b

1. Any failure by contract holders to comply with their obligations under these provisions, whether intentionally or by negligence, shall make them liable to disciplinary procedures.
2. When the President has evidence of failure to comply with the contract holders' obligations, administrative inquiries may be launched. Where the Appointing Authority becomes aware of evidence of failure within the meaning of paragraph 1, he may launch formal inquiries to verify whether such failure has occurred.
3. The Appointing Authority shall adopt implementing provisions regarding disciplinary proceedings and administrative inquiries.
4. Article 51b is applicable to all full-time teaching staff subject to these Conditions of Employment.

F) Across Part II of the CETS, the term “full-time contract holder” or “contract holders” are used consistently and replace “full-time professor” and “professor”.

PART VI: General and Final Provisions

Article 6

None of the changes introduced by this Decision may result in additional expenditures for Title 1 of the EUI budget.

Article 7 – Date of Effect

This Decision shall enter into force on 1 September 2020.

Done at Florence, 30 June 2020

For the High Council

The President

(original signed)

Robert KERGER