

7 June 2018

EBA Restricted Use

Operations Department/Human
Resources Unit

Specific arrangements to be offered to the EBA staff for relocation to the new seat of the EBA

In order to facilitate the relocation of the EBA staff members to Paris, following an analysis of all possible options, and considering entitlements applicable to the EBA staff upon relocation to Paris, the following specific arrangements have been proposed.

1. Assumptions

1. It is foreseen that Paris will become the new seat of the EBA as of 29 March 2019. Specific arrangements will become effective following the legislative change having taken effect.
2. No office space will be available for EBA staff in the UK after 29/03/2019.
3. The place of employment of all EBA staff will be Paris with effect from 1 April 2019.
4. All employment contracts will be amended accordingly and the salaries of all the EBA staff shall be subject to the correction coefficient applicable to Paris from 1 April 2019.
5. EBA currently employs 40 staff members with children in compulsory school attendance who may need to complete the school year and end of year examinations before moving to Paris.

6. Further 25 staff members have children in nursery or pre-school age.

There may also be staff members with contractual obligations extending beyond 29/03/2019.

7. As the school year normally ends on 15 July, the **deadline for relocation of staff and their families to Paris will be extended until 31 August 2019.**

The period from 29 March 2019 until 31 August 2019 is considered a **relocation transition period.**

2. Specific arrangements

Financial and organisational support to relocation

1. **Full entitlement to installation allowance/s will be paid as an advance payment** irrespective of the remaining duration of the staff member's employment contract immediately upon presentation of documents proving the rights to installation allowance in Paris¹ (the rental/home purchase contract in Paris, proof of registration with local commune). Any overpayments will be recovered as and when necessary.

[Standard practice²: Amount of installation allowance paid is in proportion to the duration of the contract on the date of relocation.]

2. EBA shall launch a tender for **Removal Company** in May 2018. The selected company will organise the removal of the EBA office to Paris and the removal of households from

¹ Article 5 (3) and (4) of Annex VII to the Staff Regulations; staff member entitled to household allowance provides rental/home purchase contract and a proof of relocation of the family (proof of registration with local commune); staff members who are not entitled to household allowance provide rental/home purchase contract.

² Installation allowance is equivalent to:

- One third of monthly basic salary, if the foreseeable period of service is not less than one year but less than two years;
- Two thirds of monthly basic salary, if the period of service is not less than two years but less than three;
- Three thirds, i.e. 100%, of monthly basic salary if the period of service is three years or more.

Staff entitled to household allowance is entitled to the same equivalents calculated from two months basic salary. In the case that a staff member leaves the EBA serving less than 2 years after the date of EBA relocation to Paris, EBA will claim back the proportional amount of installation allowance paid in accordance with the Staff Regulations.

London to Paris of those EBA staff members (TA, CA) who wish to use the selected Removal Company.

3. Removals shall take place no later than 1 year after the relocation date of the EBA. Removal fees for **removals arranged with the Removal Company** will be invoiced to and paid by the EBA subject to the rules and ceilings in accordance with Staff Regulations³.

Removals organised privately will be paid by the staff members and reimbursed by the EBA subject to rules and ceilings of the Staff Regulations². Staff members (TA, CA) may apply for the reimbursement of removal cost to Paris irrespective of the remaining duration of contract.

[Standard practice: remaining duration of the contract less than 1 year – no removal paid)

SNEs: EBA will inform seconding authorities on the relocation and request them to support removal to Paris of their staff on secondment to the EBA.

4. **Special leave of maximum 2 days**⁴ shall be granted to all EBA staff relocating to Paris. Requests for such leave will be addressed to HR.

Administrative support

5. **Renewals of employment contracts** due in the course of 2019 and in Q1 of 2020 will be considered, decided and communicated to staff **before 31 December 2018** to ensure that every staff member relocating to Paris will have a contract of at least one further year.

[Standard practice: decision on renewal of the contracts is made and staff members are informed 6 months before expiry of the contract. Following the relocation to Paris EBA will resume applying the standard practice.]

6. EBA will continue to pay the **EBA education contribution for EBA staff children continuing** in their primary and secondary school **education in the United Kingdom until the end** of the school year **2018/2019** in accordance with the conditions applied by the EBA prior to 29 March 2019 under the EBA education contribution policy.

³ Commission Decision C (2013) 9040 of 16.12.2013 adopted by analogy by EBA DC 088/2014 on 22 January 2014

⁴ Commission Decision C (2013) 9051 of 16.12.2013 on leave

7. EBA will also continue to contribute to nurseries in London until the end of the relocation transition period in accordance with the conditions applied by the EBA prior to 29 March 2019 under the EBA Nursery/pre- education contribution policy.
8. Enrollment/entry fees to schools and nurseries in Paris/France will be **paid by the EBA**.
9. A proposal for the thresholds of the EBA Education contribution and the EBA Nursery/Pre-school contribution for **schools and nurseries in the United Kingdom** for the school year 2017/2018 will be submitted to the MB in June 2018.
10. A proposal for the thresholds of the EBA Education and the EBA Nursery/Pre-school contribution for **schools and nurseries in Paris/France** for the school year 2018/2019 applicable from the official relocation date will be submitted to the Management Board in June 2018.
11. A proposal for thresholds of the EBA Education contribution and the EBA Nursery/Pre-school contribution for the school year 2019/2020 applicable for schools and nurseries in Paris only will be submitted to the Management Board in May/June 2019.
12. **From 1 September 2019** EBA staff with children studying elsewhere than in France are entitled to education allowance under Staff Regulations⁵.

Working arrangements

13. The EBA will introduce **occasional teleworking** policy with effect from the day following its adoption by the MB.
14. Staff members will be allowed to telework in accordance with the EBA Decision on the implementation of telework.
15. The **specific conditions** on the implementation **of teleworking** in the context of relocation take into account the business needs, the needs of staff members in the process of relocation of the EBA and the need to support smooth relocation and staff transition and include the following:

Minimum presence in the EBA offices in Paris required during the relocation transition period (29 March 2019 - 31 August 2019) is **5 days in any two-week period**. The related travel cost shall be borne by the staff member.

⁵ Commission Decision C (2013) 8971 of 16.12.2013 on general implementing provisions on granting the education allowance (Article 3 of Annex VIII of the Staff Regulations) adopted on 22 January 2014.

Maximum number of **45 working days** will be **available** to the EBA staff to **telework** during the period from 1 January 2019 to 31 December 2019.

Participation of TW staff in meetings

16. In case **physical presence** of TW staff in internal meetings held in the EBA offices is **not required/necessary**, the meetings shall be arranged using Telco or Videoconference facilities.
17. If **physical presence** in the meetings held in the EBA offices is **required**, TW staff will be required to be present and will bear the travel and accommodation cost.
18. Cost of the participation of TW staff in meetings organised elsewhere than in the EBA offices in Paris will be borne by the EBA based on the lower of either:
 - a. the lowest theoretical cost of the mission as estimated by EBA as if the mission were to start and end in its seat in Paris, or
 - b. the actual cost for the mission starting and ending at the staff member's place of teleworking and travelling by the most cost-effective means and route.