

## ANNEX II

### STAFF REGULATIONS OF THE TRANSPORT COMMUNITY

#### 1. PURPOSE

These Staff Regulations set out the terms and conditions of service of the staff members of the Permanent Secretariat of the Transport Community. They form an integral part of the individual employment agreements except where provided otherwise in these Staff Regulations.

#### 2. DEFINITIONS AND APPLICABILITY

##### 2.1. Definitions

- (1) 'Contracting Parties' means the Contracting Parties to the Treaty establishing the Transport Community, namely the European Union and the South East European Parties (the Republic of Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo\*, Montenegro and the Republic of Serbia);
- (2) 'Steering Committee' means the Regional Steering Committee of the Transport Community;
- (3) 'Secretariat' means the Permanent Secretariat of the Transport Community;
- (4) 'Director' means the Director of the Secretariat;
- (5) 'Staff Members' means all officials of the Secretariat, namely the Director, Deputy Directors and all other staff from the Contracting Parties, working permanently at the Secretariat in accordance with these Staff Regulations, and seconded experts;
- (6) 'Local Staff' means persons, other than staff members, who are recruited by the Secretariat in the Republic of Serbia for the purposes of technical work such as maintenance, cleaning, driving etc.;
- (7) 'Seconded Experts' means staff seconded by their governments or international organisations for an assignment within the Secretariat;
- (8) 'Headquarters Agreement' means the Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Secretariat;

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\* This designation is without prejudice to positions on status and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

- (9) 'Rules on Recruitment, working conditions and geographical equilibrium' means the rules on the recruitment, working conditions and geographical equilibrium of the staff of the Permanent Secretariat of the Transport Community;
- (10) 'psychological harassment' means any improper conduct that takes place over a period of time, is repeated 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;
- (11) '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;
- (12) 'misconduct by the Director' means:
- (a) when the Director retains partially or in full the salary of a staff member and the delay is longer than 15 working days;
  - (b) when the Director is in breach of the employment conditions as specified in the employment agreement; or
  - (c) when the Director has committed an assault or a significant libel in relation to a staff member;
- (13) 'misconduct by the staff member' means:
- (a) unjustified refusal by the staff member to fulfil specific tasks assigned by the Director or the staff member's other superior, where the staff member has been at least once already notified in writing about similar lack of performance;
  - (b) committing a crime;
  - (c) abandonment of post, namely when the staff member is absent without authorisation or without satisfactory explanation for more than seven working days;
  - (d) psychological or sexual harassment;
  - (e) any conduct which can reasonably be expected to bring or have brought the Transport Community into serious public discredit;

- (f) any usage or attempt to use the staff member's position at the Secretariat for his or her personal advantage; or
- (g) any form of abuse of Transport Community funds.

## 2.2. Applicability

- (a) These Staff Regulations shall apply to staff members and shall not apply to local staff.
- (b) Seconded experts shall have special arrangements governed by a contract between the Secretariat and the seconding government or international organisation. The Director shall decide in each case on the extent to which these Staff Regulations shall apply to seconded experts.

## 3. DUTIES, OBLIGATIONS AND PRIVILEGES

### 3.1. The international nature of service

By accepting their appointment, staff members shall pledge themselves to discharge their functions and regulate their conduct solely in the interests of the Transport Community. They shall be subject to the authority of the Director and shall be responsible to him or her in the exercise of their functions. They shall not seek or accept instructions in the performance of their duties from any government, international organisation or other authority external to the Transport Community.

### 3.2. Conduct

- (a) Staff members shall conduct themselves at all times in a manner befitting the international status of the Transport Community. The privileges and immunities applicable in accordance with the Headquarters Agreement are conferred in the interests of the Transport Community.
- (b) Staff members shall not, in the performance of their duties and save as hereinafter provided, deal with any matter in which, directly or indirectly, they have any personal interest such as to impair their independence, and, in particular, family or financial interests.

- (c) Any staff member to whom it falls, in the performance of his or her duties, to deal with a matter referred to in point (b) of this Section, shall immediately inform the Director. The Director shall take any appropriate measure and may in particular relieve the staff member from responsibility in that matter.
- (d) Staff members may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of Transport Community, or which have dealings with it, any interest of such kind or magnitude as might impair their independence in the performance of their duties.
- (e) A staff member who receives orders which he or she considers to be irregular or likely to give rise to serious difficulties shall inform his or her immediate superior. If the immediate superior confirms the orders and the staff member believes that such confirmation does not constitute a reasonable response to the grounds of his or her concern, the staff member shall refer the question in writing to the hierarchical authority just above the immediate superior. If the latter confirms the orders in writing, the staff member shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards.
- If the immediate superior considers that the orders must be executed promptly, the staff member shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards. At the request of the staff member, the immediate superior shall be obliged to give such orders in writing.
- (f) Any staff member who, in the course of or in connection with the performance of his or her duties, becomes aware of facts which give rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the Transport Community or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of staff members, shall without delay inform the Director or, if he or she considers it useful, the Chair of the Steering Committee, or the European Anti-Fraud Office (OLAF).

- (g) Staff members shall not suffer any prejudicial effects on the part of the Transport Community as a result of having communicated the information referred to in points (e) and (f) of this Section, provided that they acted reasonably and honestly.

### 3.3. Outside activities

- (a) Staff members shall not engage in any activity outside the Transport Community which is incompatible with the proper performance of their duties or may cause a conflict between personal interests and the interests of the Transport Community, or may cause damage to the reputation of the Transport Community.
- (b) Staff members shall not engage in any paid activity outside the Transport Community without prior written approval of the Director.
- (c) A staff member who has a share, directly or indirectly, of a company involved in the transport sector, which allows him or her to influence the management of the company, shall notify in writing the Director about that fact. If that is the case for the Director, he or she shall inform the Presidency of the Steering Committee.

### 3.4. Harassment

Staff members shall refrain from any form of psychological or sexual harassment. A staff member who has been the victim of psychological or sexual harassment shall not suffer any prejudicial effects on the part of the Secretariat. A staff member, who has given evidence on psychological or sexual harassment, shall not suffer any prejudicial effects on the part of the Secretariat, provided he or she has acted honestly.

### 3.5. Use and release of information

- (a) Staff members shall exercise the necessary discretion in all matters of official business. They shall not, except in the performance of their duties or with the authorisation of 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 any personal advantage, including financial advantage. That obligation shall continue to bind staff members after their termination of service.

- (b) Staff members shall not publish, cause to be published, or assist in the publication of any material relating to the Transport Community or deliver a public address on behalf of the Transport Community except in the course of their duties or with the authorisation of the Director.
- (c) Official communication on behalf of the Transport Community shall be performed by the Director or explicitly authorised staff members.

### 3.6. Proprietary rights and the use of information technology facilities

- (a) All rights including title, copyrights and patent rights in relation to any work performed by staff members as part of their official duties shall be vested in the Transport Community.
- (b) All resources made available to staff members by the Transport Community for the purpose of fulfilling their responsibilities, including but not limited to objects, documents, notes and correspondence, shall be used solely for those purposes.
- (c) When using the information technology facilities of the Transport Community, staff members shall not obtain on request or disseminate illegal material or content that may bring the Transport Community in disrepute.

### 3.7. Honours and gifts

- (a) In connection with their duties, staff members shall not accept or offer any honour, decoration, favour, gift or fee from or to any government, international organisation or any other source external to the Secretariat, which is incompatible with their status as international civil servants. Staff members being offered or receiving any such an honour, decoration, favour, gift or fee shall immediately report that fact to the Director. Gifts received by staff members in an official capacity shall become the property of the

Transport Community, shall be kept at the premises of the Secretariat and shall be listed in an index drawn up for that purpose.

- (b) Point (a) of this Section shall not apply to objects of low value which, evident from their nature, are provided as usual practice of hospitality such as pens, bags, folders etc.

#### 4. RECRUITMENT

##### 4.1. Rules on recruitment

Staff members shall be recruited in accordance with the rules on recruitment, working conditions and geographical equilibrium.

##### 4.2. Requirements

- (a) The paramount consideration in the recruitment of staff members shall be the necessity of securing high standards of competence, efficiency and integrity required by the Transport Community.
- (b) Recruitment as a staff member shall require at least:
  - (i) 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 five years or, where justified in the interest of the service, professional training or professional experience of an equivalent level; or 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;
  - (ii) being a citizen of one of the Member States of the European Union or of one of the South East European Parties, enjoying full rights as a citizen;
  - (iii) fulfilment of any obligations imposed by the laws concerning military service;

- (iv) the appropriate character references as to the staff member's suitability for the performance of his or her duties; and
- (v) certification by a qualified medical practitioner that the staff member possesses the degree of physical fitness needed for the post.

#### 4.3. 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. Employment agreements for the Director and the Deputy Directors shall be signed by the Presidency of the Steering Committee.
- (b) An employment agreement shall state as a minimum:
  - (i) name and legal address of the Secretariat;
  - (ii) name and legal address of the staff member;
  - (iii) place of recruitment, i.e., the place where the staff member had his or her normal residence immediately before taking up duty at the Secretariat;
  - (iv) the effective date of appointment;
  - (v) duration of the appointment;
  - (vi) ordinary duty station;
  - (vii) job title;
  - (viii) total remuneration pertaining to the appointment;
  - (ix) conditions for probation;
  - (x) annual leave entitlement;
  - (xi) the number of working hours per week; and
  - (xii) the list of documents, which are attached to the employment agreement, including these Staff Regulations, and which refer to the regulation of the employment relationship.

#### 4.4. Job descriptions

- (a) Each post at the Secretariat shall have a job description specifying the internal classification of the post, the reporting line, the duties and responsibilities and the competencies and qualifications required. Job



descriptions shall be approved by the Director and shall be attached to the employment agreement.

- (b) The Director may suspend with appropriate justification any of the staff member's duties and responsibilities. This may however not affect the salary of the staff member.

#### 4.5. Substitution

- (a) The Director may nominate substitutes in case of his or her absence, for administrative and financial management reasons. Such nomination shall not automatically transfer any rights in relation to the implementation of the budget of the Transport Community.
- (b) The Director may nominate substitutes for staff members during their absence for more than three working days. Within that time limit, the responsible staff members shall be nominated on an *ad hoc* basis.

#### 4.6. General performance requirement

- (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 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 believe that it is not in accordance with the requirements under point (b) of this section.

#### 4.7. Performance appraisal and staff dialogues

- (a) The performance of each staff member shall be reviewed at periodic intervals, at least once a year, 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 the 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.

#### 4.8. Appointments and extension periods

- (a) Appointments and extensions shall be granted for a fixed term to be specified by the Director and may be renewed. A fixed term appointment shall carry the expiry date specified in the employment agreement. A fixed term appointment or extension shall not carry any obligation of or right to extension or further extension or conversion to another type of appointment.
- (b) The Director shall inform the staff member in writing, at least three months before the expiry of the employment agreement, whether or not a renewal of the employment agreement is offered and, if so, under what conditions. Staff members who are offered a renewal shall inform the Director in writing, within one month following receipt of the offer, whether or not they accept the offer. Otherwise, the Director may consider the offer to have been rejected.
- (c) The appointment of the Director and the Deputy Director shall not exceed three years and can be renewed no more than twice.

#### 4.9. Probationary period

- (a) Appointments shall be subject to a probationary period as provided by the rules on recruitment, working conditions and geographic equilibrium and by further conditions that may be specified in the employment agreement.
- (b) For the purpose of probation, only working days effectively served during the probationary period shall count. In case of absence of a staff member from work for more than 15 working days, the probationary period shall automatically be extended by the relevant number of working days which the staff member has not served.

- (c) During the probationary period the staff member may terminate the employment agreement by giving one month's notice.
- (d) During the probationary period, the Director may terminate the employment agreement with one month's notice if the work of the staff member is assessed as being insufficient. The Director may also terminate the employment agreement immediately provided that all due salary payments are made, including for the notice period. Otherwise, the staff member's performance shall be appraised by his or her supervisor in accordance with points 23 and 24 of the rules on recruitment, working conditions and geographic equilibrium. Based on the performance appraisal report, the appointment shall be confirmed or terminated with immediate effect, or the probationary period extended by a maximum of six months.
- (e) If the Director fails to take a decision by the end of the probationary period, the appointment shall be considered confirmed.

## 5. WORKING HOURS, PART-TIME WORK AND TELEWORKING

### 5.1. Determination of working hours

- (a) The normal working week shall consist of five working days, Monday to Friday, with eight working hours each day for full-time staff which include a mandatory break of 30 minutes. Staff members shall commence their working day no later than 9.00.
- (b) The working hours of seconded experts shall be regulated by the contracts between the Secretariat and the seconding government or international organisation, taking into account their duties during the period of secondment at the Secretariat.
- (c) The Director shall issue rules on the flexible use of working hours within the normal working week.
- (d) No compensation shall be given for hours worked in excess of the established working week except as provided by point (e) of this Section.
- (e) Staff members who, due to the requirements 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 shall be given in the form of time-off, at the rate of one hour for each hour of overtime worked. For work performed after 20.00, at weekends and on official holidays, the compensation rate shall be 1,5 hours per hour worked. Staff members shall keep records of any overtime performed which shall be certified by the supervisor having requested the overtime. Compensation for overtime work in the form of time-off shall be used by the staff member within two months of the 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 each calendar year. Overtime work shall not exceed 20 hours per month, unless duly justified in exceptional situations and subject to a reasoned written approval by the Director.

## 5.2. Part-time work

- (a) Staff members may request authorisation to work part-time. The Director may grant such authorisation if it is compatible with the interests of the Secretariat. Staff members shall be authorised to work part-time in the following cases:
  - (i) to care for a child under nine years of age;
  - (ii) to care for a child aged between nine and 12, if the reduction in working time is no more than 20 % of normal working time;
  - (iii) to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister;
  - (iv) to take part in further training, or
  - (v) as of the age of 58, during the last five years before retirement.
  
- (b) Where part-time work is requested in order to take part in further training or as of the age of 58, the Director may refuse authorisation or postpone its date of effect only in exceptional circumstances and for overriding service-related reasons. Where the 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 six months during the staff member's employment at the Secretariat.

### 5.3. Teleworking

- (a) Teleworking shall be applicable in exceptional circumstances and only when it is within the clear interest and priorities of the Secretariat.
- (b) Teleworking shall be granted by the Director or a Deputy Director.
- (c) Teleworking shall be limited in time and duration.
- (d) The Director shall issue detailed rules on teleworking within the normal working week.

## 6. TERMINATION OF THE EMPLOYMENT AGREEMENT

The employment agreement shall be subject to termination in accordance with the following conditions and in the following forms:

- (a) during the probationary period: with a registered letter of termination;
- (b) upon expiration of its term: under the conditions laid down in point (b) of Section 4.8;
- (c) by mutual agreement: with a written note, signed by the staff member and the Director;
- (d) misconduct of the staff member: with a registered letter of termination;
- (e) misconduct of the Director: with a registered letter of termination;
- (f) lack of professional performance (incompetence): with a registered letter of termination;
- (g) restructuring 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 BY A STAFF MEMBER

- (a) Staff members may request termination of their employment agreement with two months' notice. The Director and the staff member may agree on shorter notice and other specific conditions of the termination.

- (b) Staff members may terminate the employment agreement without notice in case of established misconduct by the Director. The right to terminate the employment agreement on this ground shall be forfeited after two months following the misconduct in question.
- (c) Staff members, upon producing medical evidence, may terminate their employment agreement with one month's notice if their health does not allow further fulfilment of their duties. A staff member may agree on earlier termination with payment for the relevant period.

## 8. EARLY TERMINATION BY THE DIRECTOR

- (a) The Director may terminate the employment agreement without notice in case of established misconduct of a staff member.
- (b) The Director may terminate the employment agreement with three months' notice in case of demonstrated lack of sufficient professional competence in relation to the job description for the relevant position and the assigned tasks. Before taking the decision on such termination, the Director shall provide written notification with concrete motives and a reasonable time to improve competence, which may not be less than one month of effective work. The Director shall also ask written clarifications from the staff member. Clarifications shall be produced by the staff member within five working days upon receiving the request. If the staff member fails to present written clarifications within five working days upon receiving the request, the Director may take a decision based on the rest of the available information.
- (c) The Director may terminate the employment agreement upon a decision by the Steering Committee related to restructuring, insufficiency of resources or reduction of staff. Termination notices in such cases may not be shorter than three months.
- (d) The Director may terminate the employment agreement at the earliest six months after the establishment by certification by a qualified medical practitioner that a staff member, for health reasons, is permanently

incapacitated for further service in accordance with his or her qualifications. Termination shall be with two months' notice. The Director may agree on earlier termination with payment for the relevant period.

- (e) The Director may terminate the employment agreement without notice when the staffmember reaches the age of retirement.

## 9. SALARIES, TRAVEL, MOVING EXPENSES AND EDUCATION ALLOWANCE

### 9.1. Salaries

- (a) The salary scale corresponding to the classification of posts in the Secretariat is provided in the Appendix to these Staff Regulations and shall regularly be reviewed by the Steering Committee to ensure that it remains competitive and in line with the requirements of the Secretariat.
- (b) Salaries shall be paid on a monthly basis, 12 times a year. The compensation stipulated in the employment agreement comprises all of the staff member's claims regarding remuneration including but not limited to travel time as described in these 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 a daily subsistence allowance in accordance with the travel rules.
- b) Such travel may take place upon:
  - (i) appointment;
  - (ii) transfer to another Transport Community duty station;
  - (iii) official business and
  - (iv) the termination of an employment agreement.

### 9.3. Moving Expenses

The Transport Community shall reimburse the costs of recruited staff members and their family members to move to the seat of the Secretariat to take up their posts and to move back to their place of recruitment upon termination of their employment agreement. The Steering Committee shall lay down detailed rules on the reimbursement of moving costs.

### 9.4. Education Allowance

The Transport Community may contribute to the education allowance for a dependent child or children of staff members who is or are attending an education institution charging schooling fees at the place where the seat of the Permanent Secretariat is located, in accordance with detailed rules to be laid down by the Steering Committee.

## 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 year for personal or religious reasons. The Director shall ensure that such exchanges shall not negatively affect the functioning of the Secretariat.

### 10.2. Annual Leave

- (a) Staff members shall have annual leave at the rate of two-and-a-half working days per month. Annual leave may be accumulated until 31 March of the year following the year in question. Leave accumulated in the preceding year and 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. The Director, subject to the needs of the service, shall give each staff member the opportunity to take the annual leave to which he or she is entitled.



- (c) Accrued annual leave shall be used within the notice period.

### 10.3. Sick Leave

- (a) Staff members shall be granted sick leave not exceeding six months in any three consecutive years. The first three months shall be on full salary and the second three months on half salary. No more than three months' sick leave on full salary and threemonths' 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 for more than one working day shall submit a medical certificate stating the probable duration of his or her incapacity. Absence on Monday or Friday shall be covered by a medical certificate.  
Sick leave without a medical certificate may be used no more than twice in any six-month period.

### 10.4. Maternity Leave

- (a) Female staff members shall have a total of 16 weeks of maternity leave with full pay. Maternity leave may commence no earlier than eight weeks prior to the anticipated date of birth upon submitting 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 four weeks prior to the anticipated date of birth.
- (b) Post-delivery leave shall extend over a period of eight weeks after the date of birth. That period shall be extended for any unused period of maternity leave prior to the date of birth. In case of preterm birth, multiple births or a Caesarean section, post-delivery leave shall extend over a period of 12 weeks after the date of birth.

#### 10.5. Bereavement Leave

Staff members shall have a total of five working days of special leave with full pay per year in case of the death of a spouse, child, parent or other close relatives who were living in the same household as the staff member.

#### 10.6. Special Paid Leave

(a) Staff members may be granted special paid leave in the following cases:

- (i) marriage of the staff member: five consecutive working days;
- (ii) marriage of a child: two consecutive working days;
- (iii) birth of a child: ten consecutive working days, to be taken during the 14 weeks following the date of birth;
- (iv) change of residence of the staff member: two consecutive working days.

(b) Up to 10 working days of special paid leave per year may be granted for educational purposes of benefit to the Transport Community.

#### 10.7. Special Non-Paid Leave

Staff members may exceptionally be granted special non-paid leave at the discretion of the Director who shall take into account the interests of the Secretariat. The Director shall decide on the conditions and the period of special non-paid leave in each individual case on the ground of the application by the staff member while taking into account the interests of the Secretariat.

#### 10.8. Leave for Children

Staff members shall have two working days of annual leave per year for each child they have.

#### 10.9. Leave for Home Travel

Staff members shall have two working days of annual leave per year for travel to their place of recruitment except when their place of recruitment is the place where the Secretariat has its seat.

#### 10.10. Leave for Service

Staff members shall have one additional working day of annual leave per year after every five years of service at the Secretariat.

#### 10.11. Unauthorised Absence

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

### 11. RETIREMENT RULES

Staff members shall retire at the end of the last day of the month in which they reach the age of retirement as applicable in their place of recruitment.

### 12. SOCIAL SECURITY BENEFITS, PENSIONS AND DISABILITY INSURANCE

- (a) In accordance with the Headquarters Agreement, staff members and their family members shall have the right to participate in any social security insurance of the Republic of Serbia (health, unemployment, pension and disability).
- (b) The Transport Community may contribute to the health, unemployment, pension and disability insurance for staff members and their family members in accordance with detailed rules to be laid down by the Steering Committee.

### 13. STAFF APPEAL

Staff members may notify in writing the Director – or the Presidency of the Steering Committee when the complaint concerns the Director – whenever they consider that they have been treated in a manner which is in breach of the provisions of these Staff Regulations, the rules on recruitment, working conditions and geographical equilibrium or other relevant rules or that they have been subject to unjustifiable or unfair treatment by a superior.

14. CONCILIATION COMMITTEE

- (a) Without prejudice to Section 15 of these Staff Regulations, any dispute between the Secretariat and the staff member concerning these Staff Regulations, the rules on recruitment, working conditions and geographical equilibrium or other relevant rules shall, in the first instance, be submitted to a Conciliation Committee.
- (b) The Conciliation Committee shall be composed of:
  - (i) a representative of the current Presidency of the Steering Committee;
  - (ii) a representative of the Presidency of the Steering Committee for the next term;
  - (iii) a representative of the preceding Presidency of the Regional Steering Committee.
- (c) The Conciliation Committee shall decide by unanimity.
- (d) The Steering Committee shall establish rules of the procedure before the Conciliation Committee.

15. DISPUTE SETTLEMENT

- (a) Any dispute between the Secretariat and a staff member concerning these Staff Regulations, the rules on recruitment, working conditions and geographical equilibrium or other relevant rules shall, in the second instance, be settled by the European Commission acting as the arbitrator.
  - (b) The arbitrator shall decide on the dispute in accordance with these Staff Regulations, the rules on recruitment, working conditions and geographical equilibrium or other relevant rules. Matters concerning the interpretation of the Treaty establishing the Transport Community shall not be within the competence of the arbitrator.
  - (c) All dispute settlement proceedings shall take place in Belgrade or online, and the language of these proceedings shall be English. The Steering Committee shall lay down the rules on dispute settlement with a view to facilitating a timely procedure with reasonable costs to the parties.
-