



EUROPEAN COMMISSION
DIRECTORATE GENERAL
JOINT RESEARCH CENTRE

Directorate B - Resources
Resources Management Karlsruhe

Guide for Grantholders

**at the Institute for Transuranium Elements (ITU) – Karlsruhe site –
of the Joint Research Centre (JRC) of the European Commission**

INTRODUCTION

As part of the European Commission, the Joint Research Centre offers a stimulating, multi-cultural and multi-disciplinary research environment in which category 20 (Ph.D. students), category 30 (post-doctorates or a minimum of 5 years of research experience) and category 40 (senior scientists) grantholders can work and carry out meaningful research. Grantholders are bound by a German contract of employment.

Information relating to the Institute's scientific and technical environments can be found at <https://ec.europa.eu/jrc/en/institutes/itu> .

Information relating to Karlsruhe site can be found at <https://ec.europa.eu/jrc/en/about/jrc-site/karlsruhe> .

Other more general information relating to the JRC can be found at the science hub: <https://ec.europa.eu/jrc/>.

Any queries, comments, observations shall be directed to the functional mailbox:

JRC-RECR-GH-Karlsruhe@ec.europa.eu

(managed by the HR group at JRC.B.9 Resource Management Karlsruhe Unit).

The present guide is for information purposes only. It is not legally binding but provides the most up-to-date information available. It explains in general terms the conditions applicable to the employment of Grantholders under national law contracts at the Karlsruhe site of the Institute for Transuranium Elements (ITU).

This document has been established by the Resource Management Unit at ITU Karlsruhe, in collaboration with the local Research Fellows Association and the Local Staff Committee. It will be updated whenever necessary.

Version 1.1 of September 2015

TABLE OF CONTENTS

1. CONTRACT SPECIFIC
 - 1.1. NATURE OF THE GRANTHOLDER CONTRACT
 - 1.2. DURATION OF CONTRACT
 - 1.3. PLACE OF WORK
 - 1.4. WORKING HOURS
 - 1.5. WORKING TIME / FLEXTIME
 - 1.6. TELEWORKING
 - 1.7. MISSIONS
2. LEAVE AND TRAINING
 - 2.1. SPECIAL LEAVE
 - 2.2. MATERNITY LEAVE
 - 2.3. PARENTAL LEAVE
 - 2.4. FOSTER LEAVE
 - 2.5. SICK LEAVE
 - 2.6. TRAINING
3. REMUNERATION
 - 3.1. MONTHLY SALARY
 - 3.2. COUNTRY CORRECTION COEFFICIENT
 - 3.3. MOBILITY ALLOWANCE
 - 3.4. TRAVEL ALLOWANCE
 - 3.5. OTHER BENEFITS
 - 3.6. SOCIAL SECURITY
 - 3.7. OCCUPATIONAL ACCIDENT INSURANCE
 - 3.8. TAXES ON WAGES OR INCOME TAX
 - 3.9. PENSION INSURANCE
 - 3.10. DISABILITY PENSION
 - 3.11. UNEMPLOYMENT BENEFIT
4. THIRD COUNTRY NATIONALS
5. FURTHER PROVISIONS
 - 5.1. RESPONSIBILITIES OF THE GRANTHOLDER
6. PRIVACY POLICY

1. CONTRACT SPECIFIC

1.1. NATURE OF THE GRANTHOLDER CONTRACT

A fixed-term contract of employment, which is governed by German law (see also §§ 1 and 6 of the employment contract) is offered to the grantholder. The contract is signed by both parties – the European Commission and the prospective grantholder – in German language.

An English translation of it can be found for consultation on the JRC science hub:

<https://ec.europa.eu/jrc/en/working-with-us/jobs/temporary-positions/grantholders/contract-and-working-conditions>

1.1.1. Medical Fitness

A binding condition for the award of the contract of employment is that the grantholder has been recognised as being medically fit to carry out the activities foreseen. To this end, the grantholder must undergo, in advance and independently, medical checks specified by the JRC. The JRC will reimburse the documented costs of the above-mentioned medical checks. Furthermore, for those grantholders who will work in controlled areas (exposure to ionising radiation), the JRC reserves the right to withdraw the offer of the contract of employment if, following the medical checks, the Medical Service of the European Commission does not declare the grantholder medically fit for performing the envisaged tasks. On the basis of the relevant health plan the JRC also organizes annual medical examinations, which are carried out by the group Medical Service, Resources Management Karlsruhe, located at the JRC-ITU Karlsruhe site. The grantholder will also be subject to a medical visit at the end of his/her contract with the JRC-ITU.

1.1.2. Health Insurance

Each grantholder must be covered by a German health insurance of his/her choice for the term of his/her contract at the JRC at Karlsruhe site.

1.2. DURATION OF CONTRACT

- **Employment contracts category 20 (PhD students) and category 30 (post-doc fellows):**

The minimum duration of the contract is twelve (12) months, and the maximum is thirty-six (36) months, including a probationary period of six months.

- **Employment contracts category 40 (senior scientists):**

The minimum duration of the contract is twelve 3 months, and the maximum is twenty-four (24) months, including a probationary period of six months.

Contracts with duration of less than the maximum number of months may be renewed only once and for a period that ensures that the total contract period (original contract plus renewal) does not exceed the maximum duration of the contract.

Cat. 20 (Ph.D. students)	Cat. 30 (post-doctorates or those having a minimum of 5 years of research experience)	Cat. 40 (senior scientists)
12 - 36 months	12 - 36 months	3 - 24 months

1.3. PLACE OF WORK

Grantholders will carry out their work at the Karlsruhe site of the JRC-ITU in Germany.

1.4. WORKING HOURS

The working week for grantholders consists of 40 hours, spread over five working days from Monday to Friday (see also § 3 of the contract of employment). Thus the normal working time shall be 8 hours for a day and 4 hours for a half day. Grantholders employed before end 2014 shall work 37,5 hours per week, spread over five working days from Monday to Friday (see also § 3 of the contract of employment). Thus the normal working time shall be 7 ½ hours for a day and 3 ¾ hours for a half day. The period between the earliest possible start time allowed and the latest possible finishing time, shall be from 07:00 to 20:30 from Monday to Friday. An electronic working time recording system is in use for all employees at the ITU Karlsruhe site. Grantholders are entitled to take the same public holidays as those applicable to European Commission staff (officials, temporary agents, contract staff, seconded national experts and trainees) on the Karlsruhe site. The schedule is published annually on CONNECTED@JRC.

1.5. WORKING TIME / FLEXITIME

Flexitime is available to grantholders according to the Commission Decision C(2014) 2502 of 15.04.2014 on Working Time. The provisions are laid down in the "Guide to Working Time – with application for Karlsruhe site" and published on ITU intranet. The working time is recorded with an electronic registration system (same system as in previous chapter) at the entrance area of the institute (and transferred to SYSPER).

1.6. TELEWORKING

Teleworking is available to grantholders in accordance to the Commission Decision C(2009) 10224 of 18 December 2013 concerning the implementation of teleworking in Commission departments from 2010 to 2015 and amended by the Commission Decision C(2013) 9045 of 16 December 2013.

1.7. MISSIONS

The current provisions of the "Guide to missions" for officials and other servants of the Commission are applied also to grantholders

(https://myintracomm.ec.europa.eu/hr_admin/en/missions/my-mission/Documents/guide_missions_2009_en.pdf - JRC Internal access only).

The mission request must be registered in WAB/MIPS in adequate time before departure (see <http://www.cc.cec/mips/home.do> - JRC Internal access only).

2. LEAVE

A grantholder is entitled to twenty-four working days (Monday to Friday) of paid leave per calendar year worked; earned at the rate of two days per month for each month of completed service. The leave can be taken in half or whole days.

For periods of less than one year worked, leave shall be calculated on the basis of two days leave for each month worked (at least 15 days worked qualify the month as 'worked').

Approval to take annual leave must be obtained in advance from the Unit Head. If a grantholder does not avail of his/her entire entitlement of leave during a calendar year, the unused days will be transferred to the following year, carried over in an automatic approach without individual request up to a maximum of 12 days. At the end of the employment contract, unused annual leave is reimbursed.

Any absence for holidays/special leave must be registered in SYSPER (<http://www.cc.cec/SYSPER2/login.jsp?> - JRC Internal access only).

European Commission Holidays (Closing Days) are fixed annually, see CONNECTED@JRC. They may vary from the public holidays in Germany.

2.1. SPECIAL LEAVE

2.1.1. Obligatory Courses or Exams

Category 20 grantholders (PhD students) who are enrolled in a doctoral programme and who must take exams or attend compulsory courses during the period of the contract, are entitled to paid leave up to a maximum of ten working days per contract on proof of obligation and proof of attendance. These grantholders are also entitled to five working days of paid leave per year (up to a maximum of 15 working days per contract) for meetings with their professors relating to the preparation of their thesis and for the preparation of those meetings on proof of attendance. Any financial contribution and/or reimbursement of the travel costs will not be granted.

This leave of maximum 25 working days is not available to category 30 and category 40 grantholders.

2.1.2. Other Leave

According to the decision of the ITU Management and in accordance with the German Labour Legislation, grantholders are entitled to ask for the following special leaves:

1. Marriage of the official
2. Marriage of a child
3. Birth of a child of an official
4. Serious illness of spouse/partner
5. Serious illness of child
6. Serious illness of a relative in the ascending line
7. Death of spouse/partner
8. Death of a child
9. Death of relative in the ascending line
10. Death of a brother or sister
11. Adoption of a child
12. Court summons
13. Removal
14. Participation in an examination/competition organised by EPSO or any other institution/body created under the EU Treaty
15. Jobseeking at the end of contract

The implementation of this special leave follows the Commission decision on leave of 16.12.2013 (C(2013)9051final) for statutory staff. Travel days are not applied.

2.2. MATERNITY LEAVE

According to German Labour Legislation, grantholders during pregnancy and after delivery are entitled to paid maternity leave as follows:

- Six weeks before the expected date of confinement on production of a medical certificate (issued by the consulting gynaecologist),
- In the period between the expected date of birth and the actual date of birth,
 - Eight weeks after the actual date of birth,
 - For the days not used before the birth, in the case that the birth occurs earlier than expected; these days are added to the period of maternity leave after birth. For more information, visit www.bmfsfj.de (search for maternity leave "Mutterschutz") or contact your health insurance company.

- Rest Periods for Breastfeeding Mothers

A working mother is entitled to two (2) hours per day for breastfeeding during the baby's first year of life. These rest periods may be accumulated during the course of the day. If less than six hours are worked per day, a working mother is entitled to only one (1) hour of rest period.

2.3. PARENTAL LEAVE

Both parents have the right to be absent from work without any pay after the birth of each child within its first three years (parental leave). The parent who has care of the child is entitled to payment of parental benefits under national law for twelve months, which is currently 67% of the last salary. If the parents take over the care of the child one after the other, the payment of parental benefit is extended to 14 months, if the care per each parent is at least 2 months.

The benefit is paid from the State funds and it should be requested at the competent body of the grantholder's residence. For more information, please visit www.bmfsfj.de or <http://www.l-bank.de/lbank/startseite.xml> (search for parental allowance "Elterngeld").

2.4. FOSTER LEAVE

Grantholders who have to care for one of their relatives at home, are entitled to foster leave for a maximum period of 6 months without any pay. Further details are regulated by the Federal Regulation of Long-Term Care "Bundespflegezeitgesetz" (see also <http://www.bmg.bund.de/pflege.html>).

2.5. SICK LEAVE

The medical certificate is not required for an absence on health grounds not exceeding three calendar days (for a maximum of twelve days per year).

However, if absences on health grounds of up to three calendar days not covered by a medical certificate add up to more than twelve days during a twelve month period, the grantholder concerned must produce a medical certificate for any further absence on health grounds. Absences shall be automatically regarded as unjustified from the 13th day of absence on health grounds if no medical certificate is presented.

An absence on health grounds without a medical certificate may not immediately precede or follow a period of annual or special leave if the total absence, including the annual or special leave, exceeds three calendar days. The absence will in such cases be regarded as irregular.

Not having a medical certificate does not dispense the grantholder from having to notify his/her line manager at the earliest opportunity.

A grantholder must send the original of the medical certificate directly to the group Medical Services, Resources Management Unit, at Karlsruhe site and must do so no later than the **third** calendar day of absence, the postmark serving as proof. Failing this, the absence will be regarded as unjustified and the remuneration of the grantholder is affected.

2.6. TRAINING

Grantholders are entitled to participate in the training courses organised by JRC internally (general, IT and language) in accordance with the JRC procedure for "Access to Learning" (<https://connected.cnect.cec.eu.int/servlet/JiveServlet/downloadBody/49598-102-1-107149/JRC-IMS%20S4-2-PR001%20Access%20to%20Learning%20Procedure.pdf> - JRC Internal access only).

The state of Baden-Württemberg has also adopted a law about training leave under certain conditions. It is limited to recognised trainings in the political field and for preparation to voluntary work, for a maximum of 5 days per calendar year and only after a service of 12 months. Details can be found on www.bildungszeitgesetz.de .

3. REMUNERATION

The annual salary is divided into 12 monthly amounts, subject to German social insurance and paid at the end of each month to a Bank account indicated by the grantholder.

3.1. MONTHLY SALARY

The monthly salary of a JRC grantholder is based on a gross salary (adjusted according to the country in which the grantholder is working) and a monthly mobility allowance (if eligible - cf.

General conditions of employment contracts, Annex II to the employment contract, part C, § 15). This salary is paid out after the deduction of the total amount of German social insurance contributions (both employer's and employee's part).

The annual travel allowance is paid (if eligible - cf. General conditions of employment contracts, Annex II to the contract, Part C, § 15) after the entry into service, then following every period of 12 months.

For the JRC grantees, the monthly salary is composed as follows:

JRC grantee salary	
Category	Annual Gross Remuneration (€/year)
20	37 320
30	55 800
40	96 030

3.2. COUNTRY CORRECTION COEFFICIENT

The remuneration of the grantee is adjusted according to the correction coefficient applicable to the country in which the JRC site is located. The country correction coefficients are those applied in the Horizon 2020 Workprogramme 2014 – 2015 Marie Skłodowska-Curie Actions. For the JRC site in Karlsruhe, Germany, the country correction coefficient results in an annual gross salary for the JRC grantees as follows:

JRC Karlsruhe grantee salary	
Category	Annual Gross Remuneration / correction coefficient (€/year)
20	36 872,16
30	55 130,40
40	94 877,64

The remuneration of grantees employed before the end of 2014 is adjusted according to the correction coefficients applied in the People Specific Programme of the Seventh Framework Programme dating from 2007. For the JRC site in Karlsruhe, their annual gross salary is as follows:

JRC Karlsruhe grantee salary	
Category	Annual Gross Remuneration / correction coefficient (€/year)
20	34.307,00

30	52.780,00
40	91.350,00

3.3. MOBILITY ALLOWANCE

Grantholders are entitled to get a mobility allowance ^(*), if their place of origin¹ is more than 70 km away from their workplace. There are 2 rates for mobility allowance:

- 500 Euro/month for grantholders without dependants, at the moment the contract comes into effect
- 800 Euro/month for married grantholders with/without dependent children at the moment the contract comes into effect.

() These amounts are subject to social security deductions and taxes.*

If a Grantholder who is entitled to the mobility allowance meets the criteria for the higher allowance during the contract, the allowance may be raised from the moment the criteria were met and proved.

3.4. TRAVEL ALLOWANCE

For each period of 12 months in service, or less when the first or last working period is fewer than 12 months, a travel allowance will be granted, which corresponds to a return trip amount calculated according to the table below, which takes into consideration the cost of a return trip between the JRC site and the place of origin (relevant table of lump-sum travel allowance on following page).

The distance between the grantholder's place of origin and the JRC Karlsruhe site is calculated using Via Michelin (quickest route).

The initial travel allowance is paid together with the first month's salary and then successively every year until the contract ends.

Table of lump-sum travel allowance

Distance in km	Allowance in €
----------------	----------------

¹ The place of origin means the place where the grantholder lived or performed his/her principal activity prior to taking up service. If the grantholder has lived or performed his/her principal activity in the above mentioned place for less than 12 months, the capital of the country of nationality shall be considered as the place of origin. If the grantholder has more than one nationality, the place of origin shall be considered as the capital of the country where the grantholder has resided for the longest period over the 5 years prior to signing the contract.

0-70	0
71-500	250
501-1.000	500
1.001-1.500	750
1.501-2.500	1.000
2.501-5.000	1.500
5.001-10.000	2.000
>10.000	2.500

3.5. OTHER BENEFITS

- The JRC grantholder working at JRC-ITU Karlsruhe site is entitled to enrol his/her child/children in the **European School at Karlsruhe (ESK)**, at similar conditions as the officials/temporary agents at Karlsruhe site – except the reimbursement of transport fees from home to the ESK and back. The reimbursement of transport fees is a part of the education allowance according to article 67 of the EC staff regulations (Statute) that does not apply to grantholders.
- All JRC-ITU staff members are entitled to use the **canteen at the Karlsruhe Institute for Technology (KIT) - campus north site** under the same conditions as the KIT staff members; the canteen is located near the main entrance at the southern side of the area.
- The KIT campus north – and thus the ITU Karlsruhe site - is easily accessible with public transport systems. Grantholders have the opportunity to get a so-called '**job ticket**' (**KVV Firmenticket**), which is valid in the area of the Karlsruhe Transport Association (KVV) for all buses and trams used between the residence and the workplace.

3.6. SOCIAL SECURITY

According to the provisions fixed by the German Social Security Laws (Sozialgesetzbuch IV - SGB IV) the grantholder who is employed by the JRC-ITU at Karlsruhe site is subject to the German social insurance system. The compulsory social insurance contribution includes the legal insurances resp. schemes for sickness, accident, unemployment and pension rights as well as long-term care insurance (Pflegeversicherung).

The grantholder can choose among around 150 compulsory or legally recognised health insurance systems in Germany. When taking up duties, the grantholder should provide the

information on his/her choice to the Human Resources Group, Resource Management Unit, at JRC-ITU Karlsruhe.

The contributions for social security in Germany (except the German occupational accident insurance - see next section) are deducted from the monthly gross pay, both the employer's and the employee's part. The employee's contributions are calculated according to the following rates (for 2015):

- Health insurance: 14,6 %
- Long-Term Care insurance: 2,35 % (or 2,6 % for employees without children)
- Unemployment insurance: 3,0 %
- Pension insurance: 18,7 %.

3.7. OCCUPATIONAL ACCIDENT INSURANCE

The German occupational accident insurance is financed exclusively through employer's contributions. Therefore, the JRC-ITU at Karlsruhe site is member of the occupational accident insurance, the institution for statutory accident insurance and prevention ('Berufsgenossenschaft') for the energy, textile, electrical and media products sectors (BG-ETEM). The contributions to this occupational accident insurance are paid by the employer once a year subsequently.

3.8. TAXES AND OTHER CONTRIBUTIONS

There will be no deduction of taxes on wages or income of a grantholder employed at JRC-ITU Karlsruhe site. Each JRC grantholder is solely responsible for making any and all declarations and payments of income tax in his/her appropriate country of origin or nationality according to national law, in particular by taking into account possible bilateral agreements (see also § 3 paragraph 2 d) of the employment contract). Please keep your German tax ID number (Steuer-Identifikationsnummer) that you receive from the national authority after having registered with the "Bürgerbüro" at your arrival.

3.9. PENSION INSURANCE

The social security contributions paid to the German pension insurance ('Deutsche Rentenversicherung' – see details, also in foreign languages, on <http://www.deutsche-rentenversicherung.de/>) on behalf of the grantholder go towards acquiring pensions rights. The entitlements correspond to the number of years worked and the salary earned. The payment of a

German pension requires that the employee contributes for more than a minimum period of 5 years. Periods worked in other countries of the European Union may be added. Additional insurance benefits are the disability pension, the survivor's pension (for widows, widowers and orphans) as well as medical rehabilitation and participation in working life.

3.10. UNEMPLOYMENT BENEFIT

The legal German unemployment insurance guarantees financial support unemployment. In this context, the Federal Employment Agency ('Bundesagentur für Arbeit') provides financial assistance when unemployed and seeking for a job, but they offer in parallel a variety of other services (see also <http://www.arbeitsagentur.de/>)

Please note: The personal registration at the Employment Agency should be done at least 3 months before the contract expires.

3.11. CHILD ALLOWANCE

The German state supports parents by providing a child allowance payment. Fathers and mothers on a low income are also entitled to receive additional benefits. Parents are **entitled to child allowance** until their child's 18th birthday if the child lives in Germany, or in a member state of the European Union, or in a state included in the Agreement concerning the European Economic Area. In 2015, you will receive a monthly payment of EUR 184 per child for the first two children, EUR 190 for the third child and EUR 215 for every subsequent child. You must apply for child allowance from the family benefits office at the Employment Agency. See details, also in foreign languages, on www.bamf.de , topic "Kindergeld".

4. THIRD COUNTRY NATIONALS

For grantholders from outside the European Union (third country nationals) in possession of an entrance visa, the JRC will provide assistance in obtaining a residence permit. Before being offered a national law contract, the personal date of third country nationals will be subject to a security screening, which is tied to obligations arising from European Commission decisions 2001/844/EC of 29th November 2001 and C (94) 2129 of 8th September 1994. Further information can be found at http://ec.europa.eu/dgs/human-resources/security_en.htm .

5. FURTHER PROVISIONS

5.1. RESPONSIBILITIES OF THE GRANTHOLDER

- It is expected that the grantholder behaves correctly and carefully.
- The grantholder must adhere to the current health and safety regulations at the Institute for Transuranium Elements and carry out his work in a safe manner.
- Any external activity of the grantholder requires the prior approval of the JRC.
- The applicable safety regulations and rules set up for the Institute for Transuranium Elements are to be strictly observed. In case a grantholder does not carefully adhere to his/her obligations as described in his employment contract and detailed in this Guide, or to conditions made known in any other way, the grantholder will be held personally responsible for any damage caused.
- Grantholders are obliged to follow carefully the regulations issued and adopted by the JRC. In case of a conflict between the terms and conditions in the Guide for grantholders and in the employment contract, the employment contract shall prevail.
- Changes in the civil status of the grantholder, such as births, death, marriage, divorce, change of address or of sickness insurance, etc. are expected to be reported immediately to the Human Resources Group, Resource Management Unit, at JRC-ITU Karlsruhe site, as the changes may affect the calculation/payment of salary and of contributions under the German social security scheme.
- The consequences of incorrect deductions/payments that are the result of the providing incomplete information by the grantholder will at all times be at his/her own expenses.

6. PRIVACY POLICY

The JRC-ITU applies the obligations as provided in the Federal Data Protection Act (BDSG-Bundesdatenschutzgesetz) and the relevant European regulations (Regulation EC No 45/2001 of the European Parliament and the Council of 18 December 2000) for the JRC grantholders. According to the conditions of § 33 and 34 BDSG, the grantholder has the notification and information rights on the use of his/her data by the ITU. According to § 35 BDSG they are also entitled to ask for correction of inaccurate data.

The privacy statement is published on the JRC Science Hub. If in doubt, they can contact the Data Protection Officer of the European Commission or the European Data Protection Supervisor.

This Guide for JRC grantholders at the Institute for Transuranium Elements, Karlsruhe site, applies to all grantholders of this site.