European Central Bank

European Central Bank Staff Rules

Latest amendments apply from 10 April 2026

European Central Bank Staff Rules

TABLE OF CONTENTS

PART 0 ETHICS FRAMEWORK 5
0.1 General provisions and principles 5
0.2 Independence 5
0.3 Professional Standards 12
0.4 Private financial transactions 13
0.4bis Reporting of breaches, the whistleblowing tool and protection against retaliation 19
0.5 [deleted] 28
0.6 Use of ECB resources 28
0.7 Implementation 29
PART 1 GENERAL PROVISIONS 29
1.1 Personal file and medical file 29
1.2 Right to strike 30
1.3 Secondment 31
PART 1A SELECTION AND APPOINTMENT 31
1a.1 General provisions 31
1a.2.1 Selection criteria 33
1a.2.2 Decisions on the selection procedure 33
1a.3.1 39
PART 2 EMPLOYMENT RELATIONS 43
2.0 Conversion of contracts for a definite period 43
2.0a Conditions for non-convertible fixed-term contracts and successive contracts 44
2.1 Probationary period 45
2.2 Termination of contract 46
PART 2A PROFESSIONAL DEVELOPMENT 46
2a.1 Participants and reference period 46
2a.2 Annual objective setting 47
2a.3 Interim review 47
2a.4 Annual review 47
2a.5 Completion of forms 48
2a.6 Rights and duties 48
2a.7 Mobility 49
2a.8 Definitions and general provisions 49
2a.9 Categories of promotion 50
2a.10 Promotion to the next salary bracket of current position 51
2a.11 Promotion to the next salary band of current position 51
2a.12 Promotion to a higher salary band for a period of less than one year 56
2a.14 Effects of promotion 56
PART 3 BASIC SALARY AND ALLOWANCES 58
3.1 General principles 58
3.2 Salary payment 58
3.3 Entitlement to the payment of allowances by the ECB 59
3.4 Recognition of non-marital partners 59
3.5 Household allowance 60
3.6 Child allowance 61
3.7 Expatriation allowance 63
3.8 Education allowance 63

3.8bis Pre-school allowance 66
PART 4 BENEFITS ON APPOINTMENT, TRANSFER TO AN ECB REPRESENTATION OFFICE AND TERMINATION OF SERVICE 66
4.1 General principles 66
4.1a Adjustment of working modalities and conditions in the case of transfers to ECB representation offices outside of Frankfurt am Main 68
4.2 Entitlement 68
4.3 Travel expenses 69
4.4 Removal expenses 70
4.5 Subsistence allowance 71
4.6 Installation allowance 71
4.7 Resettlement allowance 72
PART 5 WORKING HOURS AND LEAVE 73
5.1 Working hours and flexible working hours 73
5.1bis Teleworking 78
5.2 Part-time work 83
5.3 Overtime 84
5.4 Reimbursement of taxi fares for late journeys home 85
5.4bis Structural weekend work 86
5.5 Shift work duties 86
5.6 On-call duties 87
5.7 Annual leave 88
5.8 Public holidays 89
5.9 Maternity and adoptive leave 89
5.10 Special leave 91
5.11 Unpaid parental leave 95
5.12 Unpaid leave 96
5.13 Sick leave 99
PART 6 SOCIAL SECURITY 100
6.1 Payment during sick leave and decision to grant an incapacity allowance 100
6.2 ECB health insurance 101
6.3 Accidents, accidents at work and occupational diseases 101
6.4 Death - reimbursement of repatriation cost 110
6.5 Unemployment benefits 110
6.6 Medical Committee 111
6.7 Staff assigned to administrative procedures related to health 114
PART 7 PENSION 114
7.1 Dispute settlement procedures 114
PART 8 APPEALS AND DISCIPLINARY PROCEDURES 114
8.1 Administrative review and grievance procedures 114
8.2 Appeals to the Court of Justice of the European Union 116
8.3 Administrative investigations and disciplinary procedures 116
8.4 Suspension from duties 121
8.5 Underperformance procedure 122
PART 9 STAFF REPRESENTATION 128
9.1 General provisions 129
9.2 Consultation procedure between the ECB and the Staff Committee 130
9.3 Resources made available to Staff Representatives 130
9.4 Elections 131

ANNEX I **EUROPEAN PHYSICAL AND MENTAL DISABILITY RATING SCALE FOR MEDICAL PURPOSES**

ANNEX II **EUROPEAN CENTRAL BANK GRADUATE PROGRAMME RULES**

ANNEX III **EUROPEAN CENTRAL BANK HEALTH INSURANCE RULES**

ANNEX IV **LONG-TERM CARE INSURANCE**

ANNEX V **TEMPORARY SCHEME PURSUANT TO ARTICLE 11(E) OF THE CONDITIONS OF EMPLOYMENT**

ANNEX VI **RULES ON EXTERNAL SECONDMENT OF MEMBERS OF STAFF**

ANNEX VII **DETERMINATION OF THE APPOINTING AUTHORITY**

ANNEX VIII **SALARY BRACKETS AND PREFIXES IN JOB TITLES**

ANNEX IX **PROMOTION OF STAFF REPRESENTATIVES**

ANNEX X **ADJUSTMENT OF WORKING MODALITIES AND CONDITIONS FOR MEMBERS OF STAFF TRANSFERRED TO ECB REPRESENTATION OFFICES OUTSIDE FRANKFURT AM MAIN**

ANNEX XI **INVESTIGATIVE PROCESS TO FOLLOW UP ON POTENTIAL BREACHES OF PROFESSIONAL DUTIES**

PART 0 ETHICS FRAMEWORK

0.1 General provisions and principles

0.1.1 The privileges and immunities enjoyed by members of staff under the Protocol on the Privileges and Immunities of the European Union are accorded solely in the interests of the ECB. These privileges and immunities shall in no way exempt members of staff from fulfilling their private obligations or from complying with the applicable laws and police regulations. Whenever privileges and immunities are in dispute, the members of staff concerned shall immediately inform the Executive Board.

0.1.2 In principle, members of staff who are seconded to the ECB or on leave from another organisation or institution in order to work for the ECB on the basis of an ECB employment contract shall be integrated into the staff of the ECB, shall have the same obligations and rights as other staff, and shall perform their professional duties solely for the ECB's benefit.

0.2 Independence

0.2.1 Conflicts of interest

0.2.1.1 Members of staff shall avoid conflicts of interest when performing their professional duties.

0.2.1.2 A 'conflict of interest' means a situation where members of staff have personal interests that may influence or appear to influence the impartial and objective performance of their professional duties. 'Personal interests' means any benefit or potential benefit, of a financial or non-financial nature, for members of staff, their family members, their other relatives or their circle of friends and close acquaintances.

0.2.1.3 Members of staff who become aware of a conflict of interest when performing their professional duties shall immediately inform their line manager thereof. The line manager may initiate any appropriate measures to avoid such conflict of interest after having sought the advice of the Compliance and Governance Office. If the conflict cannot be solved or mitigated by other appropriate measures, the line manager may relieve staff from responsibility for the relevant matter. If the conflict of interest is related to a procurement process, the line manager shall inform the Central Procurement Office or the Procurement Committee, as applicable, which shall then decide on the measures to be taken.

0.2.1.4 Prior to a candidate's appointment, the appointing authority, as defined in point (a) of Article 1a.1.1, shall in accordance with the rules on selection and appointment assess whether there may be a conflict of interest resulting from the candidate's previous occupational activities or their close personal relationship to members of staff, members of the Executive Board or members of other internal bodies of the ECB. The appointing authority shall seek the advice of the Compliance and Governance Office if they identify a conflict of interest.

0.2.2 Gifts and hospitality

0.2.2.1 Members of staff may neither solicit nor accept for themselves or any other person any advantage connected in any way with their employment with the ECB.

0.2.2.2 An 'advantage' is any gift, hospitality or other benefit of a financial or non-financial nature which objectively improves the financial, legal or personal situation of the recipient or any other person and to which the recipient is not entitled by law. Minor hospitality offered during a work-related meeting shall not be considered as an advantage. An 'advantage' is considered connected with a recipient's employment with the ECB if it is offered on the basis of the recipient's position with the ECB, rather than on a personal basis.

0.2.2.3 As an exception to Article 0.2.2.1, and provided they are not frequent and not from the same source, the following may be accepted:

(a) hospitality offered by the private sector with a value of up to EUR 50 if it is offered in the context of a work-related occasion. This exception shall not apply to hospitality offered by current or potential suppliers or by credit institutions in the context of on-site inspections or audits undertaken by the ECB, in which cases no hospitality may be accepted;

(b) advantages offered by other central banks, national public bodies or European and international organisations which do not go beyond what is customary and considered appropriate;

(c) advantages offered in specific circumstances in which their rejection would have caused an offence or put the professional relationship at serious risk.

0.2.2.4 Members of staff shall register with the Compliance and Governance Office without undue delay

(a) any advantage accepted in accordance with Article 0.2.2.3(c);

(b) any advantage whose value cannot be clearly established to be under the thresholds provided for in Article 0.2.2.3;

(c) any offer of third parties of advantages the acceptance of which is prohibited.

Members of staff shall hand over to the ECB any gifts accepted in accordance with Article 0.2.2.3(c). Such gifts shall become the ECB's property.

0.2.2.5 The acceptance of an advantage shall not, in any event, impair or influence the objectivity and freedom of action of staff.

0.2.3 Procurement

Members of staff shall ensure the proper conduct of procurement procedures by maintaining objectivity, neutrality and fairness, and ensuring the transparency of their actions. Members of staff shall in particular comply with all general and specific rules related to avoiding and reporting conflicts of interest, the acceptance of advantages and professional secrecy.

Members of staff shall only communicate with suppliers participating in a procurement procedure through official channels and shall communicate with them in writing, wherever possible.

0.2.4 Awards, honours and decorations

Members of staff shall obtain authorisation from the Compliance and Governance Office before accepting awards, honours or decorations in connection with their work for the ECB.

0.2.5 Prohibition of payment from third parties for the performance of professional duties

Members of staff shall not accept for themselves any payments from third parties in respect of the performance of their professional duties. If payments are offered from third parties, they shall be made to the ECB.

Activities that relate to ECB tasks or the member of staff's responsibilities are presumed to be part of the overall professional duties of the member of staff. In case of doubt, the responsible line manager shall assess and decide whether an activity is to be considered a professional duty.

0.2.6 External activities

0.2.6.1 Members of staff shall obtain written authorisation before engaging in an external activity that is of an occupational nature or goes otherwise beyond what can be reasonably considered a leisure activity.

The Director General Human Resources or their Deputy, after consulting the Compliance and Governance Office and the relevant line managers, shall grant such authorisation if the external activity does not in any way impair the performance of the member of staff's professional duties towards the ECB and does not constitute a likely source of conflict of interest.

Such authorisation shall be granted for a maximum of five years at a time.

0.2.6.2 As an exception to Article 0.2.6.1, no authorisation shall be required for external activities that are:

(i) unremunerated, and

(ii) in the domain of culture, science, education, sport, charity, religion, social or other benevolent work, and

(iii) not related to the ECB or the member of staff's professional duties at the ECB.

0.2.6.3 Without prejudice to Articles 0.2.6.1 and 0.2.6.2 above, members of staff may engage in political and trade union activities, but in doing so shall not make use of their position at the ECB and shall explicitly state that their personal views do not necessarily reflect those of the ECB.

0.2.6.4 Members of staff who intend to stand for or who are elected or appointed to public office shall notify the Director General Human Resources or their Deputy, who shall decide, after consulting the Compliance and Governance Office, having regard to the interest of the

service, the importance of the office, the duties it entails and the remuneration and reimbursement of expenses incurred in carrying out the duties of the office, whether the member of staff concerned:

(a) should be required to apply for unpaid leave on personal grounds;

(b) should be required to apply for annual leave;

(c) may be authorised to discharge their professional duties on a part-time basis;

(d) may continue to discharge their professional duties as before.

If a member of staff is required to take unpaid leave on personal grounds or is authorised to discharge their professional duties on a part-time basis, the period of such unpaid leave or part-time work arrangement shall correspond to the member of staff's term of office.

0.2.6.5 Members of staff shall perform external activities outside working hours. On an exceptional basis, the Director General Human Resources or their Deputy may authorise derogations from this rule.

0.2.6.6 The Director General Human Resources or their Deputy may, at any time and after consulting the Compliance and Governance Office and hearing the member of staff, where possible, require the member of staff to terminate external activities that may in any way impair the performance of the member of staff's professional duties towards the ECB or constitute a likely source of conflict of interest, even if previously authorised. If so required, members of staff shall be granted a reasonable period of time to terminate the external activities, unless an immediate cessation of such activities is necessary in the interest of the service.

0.2.7 Gainful occupation of a spouse or recognised partner

Members of staff shall inform the Compliance and Governance Office of any gainful occupational activity of their spouse or recognised partner that may lead to a conflict of interest. Should the nature of the occupational activity lead to a conflict of interest with the professional duties of the member of staff, the Compliance and Governance Office shall first inform and advise the responsible line manager with regard to the appropriate measures to be initiated to mitigate the conflict of interest, including, if necessary, relieving of the member of staff from responsibility for the relevant matter.

0.2.8 Post-employment restrictions

Negotiating prospective occupational activities

0.2.8.1 Members of staff shall behave with integrity and discretion in any negotiations concerning prospective occupational activities. They shall inform the Compliance and Governance Office if the nature of the occupational activity may lead to a conflict of interest with the professional duties of the member of staff. If there is a conflict of interest, the Compliance and Governance Office shall inform and advise the responsible line manager with regard to the appropriate measures to be initiated to mitigate the conflict of interest, including, if necessary, relieving of the member of staff from responsibility for the relevant matter.

Notification obligations

0.2.8.2 Members of staff and former members of staff shall notify the Compliance and Governance Office before accepting any occupational activity during the following notification periods:

(a) members of staff at salary band I or above and involved in supervisory activities: two years from the date on which their involvement in supervisory activities ceased;

(b) members of staff at salary bands F/G to H and involved in supervisory activities: six months from the date on which their involvement in supervisory activities ceased;

(c) other members of staff at salary band I or above: one year from the date on which they were effectively relieved of their professional duties.

Cooling-off periods

0.2.8.3 The following members of staff shall be subject to cooling-off periods:

(a) members of staff who were during their employment with the ECB involved in supervisory activities for at least six months may only start working for:

(1) a credit institution in the supervision of which they were directly involved after the expiry of:

(i) one year if they are at salary band I or above (which may in exceptional circumstances be increased to up to two years in accordance with Article 0.2.8.7);

(ii) six months if they are at salary band F/G to H

from the date on which their direct involvement in the supervision of the credit institution ceased;

(2) a direct competitor of such a credit institution after the expiry of:

(i) six months if they are at salary band I or above;

(ii) three months if they are at salary band F/G to H

from the date on which their direct involvement in the supervision of the credit institution ceased;

(b) members of staff at salary band I or above who worked in the Directorate General Economics, the Directorate General Research, the Directorate General Macro-Prudential Policy and Financial Stability, the Directorate General Market Operations, the Directorate Risk Management, the Directorate General International and European Relations, the Directorate General Secretariat (with the exception of DIV/IGO), the Counsel to the Executive Board, the Directorate General Legal Services (with the exception of the DPO and experts working exclusively in the DPO team), the Directorates General Specialised Institutions & LSIs, Systemic & International Banks, Universal & Diversified Institutions, Horizontal Line Supervision, On-Site & Internal Model Inspections, SSM Governance & Operations or Supervisory Strategy & Risk for at least six months may only start working for a financial corporation established in the Union after the expiry of three months from the date on which their work in these business areas ceased;

(c) members of staff at salary band K or above who worked in any other ECB business area for at least six months may only start working for a financial corporation established in the Union after the expiry of three months from the date on which their work in these business areas ceased;

(d) members of staff at salary band I or above who were during their employment with the ECB engaged in payment systems oversight for at least six months may only start working for an entity in the oversight of which they were directly involved after the expiry of six months from the date on which their direct involvement in the oversight of the entity ceased;

(e) members of staff at salary band I or above who were during their employment with the ECB directly involved in the selection of a supplier or the management of a contract with a supplier may only start working for such a supplier after the expiry of:

(1) six months if the total value of the contract(s) with this supplier is more than EUR 200 000 but less than EUR 1 million;

(2) one year if the total value of the contract(s) with this supplier is EUR 1 million or more

from the day on which their involvement ceased;

(f) members of staff at salary band I or above may after their employment with the ECB only engage in lobbying and advocacy vis-à-vis the ECB on matters for which they were responsible during their employment with the ECB after the expiry of six months from the date on which their responsibilities for these matters ceased;

(g) members of staff at salary band I or above who were during their employment with the ECB directly involved in a legal dispute or seriously conflictive relationship with another entity may only start working for such an entity or for any other party acting on behalf of that entity after the expiry of six months from the date on which their direct involvement ceased.

0.2.8.4 If the envisaged occupational activity falls under two different cooling-off periods, the longer one shall apply.

0.2.8.5 For members of staff whose employment with the ECB does not exceed four years the duration of the notification obligations and cooling-off periods set out in Articles 0.2.8.2 and 0.2.8.3 shall not exceed half of the duration of their employment with the ECB.

0.2.8.6 Upon the request of a member of staff, the Executive Board may exceptionally waive or reduce the cooling-off periods laid down in Article 0.2.8.3, if there are particular circumstances that exclude conflicts of interest resulting from the subsequent occupational activity. The member of staff shall submit a reasoned request including supporting evidence to the Compliance and Governance Office for decision by the Executive Board within a reasonable period.

0.2.8.7 If the cooling-off period set out in Article 0.2.8.3(a)(1)(i) applies, the Executive Board may in exceptional circumstances and upon a proposal from the Compliance and Governance Office decide to increase that cooling-off period up to a maximum of two years where conflicts of interest persist.

0.3 Professional Standards

0.3.1 Professional secrecy

Members of staff shall comply with the ECB's rules on management and confidentiality of documents, in particular seek authorisation to make disclosure of information within and outside the ECB, where necessary.

0.3.2 Relations with external parties

0.3.2.1 Members of staff shall be mindful of the ECB's independence, reputation and the need to maintain professional secrecy. In the performance of their professional duties, members of staff shall neither seek nor take instructions from any government, authority, organisation or person outside the ECB. Members of staff shall inform their line manager of any attempt by a third party to influence the ECB in the performance of its tasks.

When expressing views on issues on which the ECB has not established a position, members of staff shall explicitly state that their personal views do not necessarily reflect those of the ECB.

0.3.2.2 Members of staff shall maintain a high level of accessibility in their contacts with other European institutions, bodies, agencies and international organisations and be responsive and make themselves available for timely reactions.

Members of staff shall conduct their relations with their colleagues in the national central banks of the European System of Central Banks (ESCB) and the national competent authorities which participate in the single supervisory mechanism (SSM) in a spirit of close mutual cooperation, bearing in mind their obligations towards the ECB and the impartial role of the ECB within the ESCB.

0.3.2.3 Members of staff shall maintain caution in their relations with interest groups and the media. Members of staff shall refer all requests for information by the general public or the media to the Directorate General Communications and Language Services (DG/C) in accordance with the provisions laid down in the Business Rulebook. Members of staff shall refer all requests by the general public or the media for access to ECB documents to the Directorate General Secretariat in accordance with the provisions laid down in the Business Rulebook.

0.3.2.4 Members of staff who intend to speak at external conferences or seminars or consider contributing to external publications shall seek prior authorisation in accordance with the Business Rulebook and comply with the relevant provisions.

0.3.2.5 Articles 0.3.2.3 and 0.3.2.4 shall not apply to staff representatives with regards to matters falling within their mandate. Staff representatives may inform DG/C about any media contacts, speeches or external publications in good time. Their duty of loyalty and professional secrecy obligations shall remain fully applicable in all cases.

0.3.3 In-house relations

0.3.3.1 Members of staff shall comply with their managers' instructions and with applicable reporting lines. If members of staff consider that an instruction given to them is irregular, they shall inform their line manager of their concerns, or, if they consider that the line manager has not sufficiently addressed their concerns, their Director General, Director or their Deputy. If the instruction is confirmed by the Director General, Director or their Deputy in writing, members of staff shall execute such instruction unless it is manifestly illegal.

0.3.3.2 Members of staff shall not require other staff to perform private tasks for them or for others.

0.3.3.3 Members of staff shall behave loyally towards their colleagues. In particular, members of staff shall neither withhold from other members of staff information that may affect the conduct of business, particularly to gain a personal advantage, nor provide false, inaccurate or exaggerated information. Moreover, they shall not obstruct or refuse to cooperate with colleagues.

0.3.4 Respect of the principle of separation between supervisory and monetary policy functions

Members of staff shall respect the principle of separation between supervisory and monetary policy functions as specified in the rules implementing this principle.

0.4 Private financial transactions

0.4.1 General principles

0.4.1.1 Members of staff shall employ utmost caution and care when making private financial transactions for their own account or for the account of a third party to safeguard the reputation and credibility of the ECB as well as public confidence in the integrity and impartiality of its staff. Their private financial transactions shall be non-speculative, restrained and in reasonable proportion to their income and wealth in order not to put their financial independence at risk.

0.4.1.2 The Compliance and Governance Office may issue binding guidelines for the interpretation and application of this Article. Subject to the approval by the Executive Board, the Compliance and Governance Office may in particular specify further private financial transactions which shall be prohibited or subject to prior authorisation under Articles 0.4.2.2 and 0.4.2.3 if such transactions are or may be perceived to be in conflict with the ECB's operations. The Compliance and Governance Office shall publish such guidelines by appropriate means.

0.4.1.3 Members of staff shall be prohibited from using or attempting to use information which pertains to the activities of the ECB, national central banks, national competent authorities or the European Systemic Risk Board, and which has not been made public or is not accessible to the public (hereinafter 'inside information'), to further their own or another's private interests.

Members of staff are specifically prohibited from taking advantage of inside information in any private financial transaction or in recommending or advising against such transactions.

0.4.1.4 In case of doubt as regards the interpretation of this Article, members of staff shall seek the advice of the Compliance and Governance Office before engaging in a private financial transaction.

0.4.2 Categories of private financial transactions

Without prejudice to the general obligations laid down in Articles 0.4.1 and 0.4.3, members of staff shall comply with the rules applicable to the following categories:

(a) exempt private financial transactions;

(b) prohibited private financial transactions;

(c) private financial transactions subject to prior authorisation;

(d) private financial transactions subject to ex-post reporting.

0.4.2.1 Exempt private financial transactions

Without prejudice to the general obligations laid down in Articles 0.4.1 and 0.4.3, members of staff may make the following private financial transactions without being subject to any restrictions or notification obligations:

(a) purchase or sale of units in a collective investment scheme in respect of which the member of staff has no influence on the investment policy, except schemes whose main purpose is to invest in assets falling under Articles 0.4.2.2(b) and 0.4.2.3(b) and (c), as well as funds transfers and foreign exchange transactions directly connected with such purchase or sale;

(b) purchase or redemption of insurance policies or annuities;

(c) purchase or sale of foreign exchange for the occasional acquisition of non-financial investments or assets, for private travel purposes, or to cover current or future personal expenses in a currency other than that in which the salary of the member of staff is paid;

(d) expenditures, including purchase or sale of non-financial investments or assets including real estate;

(e) arrangement of mortgages;

(f) transfer of funds from a member of staff's current or savings account held in any currency to another current or savings account owned by them or a third party;

(g) other private financial transactions which are neither prohibited nor subject to prior authorisation and the value of which does not exceed EUR 10 000 within any given calendar month. Members of staff shall not split up private financial transactions in order to circumvent this threshold.

0.4.2.2 Prohibited private financial transactions

Members of staff shall not make any of the following private financial transactions:

(a) transactions relating to or with either a private legal entity or individuals with whom the member of staff has an on-going professional relationship on behalf of the ECB;

(b) transactions concerning (i) individual marketable bonds and shares issued by financial corporations (except central banks) established or having a branch in the Union; (ii) derivative instruments related to such bonds and shares; (iii) combined instruments if one of the components falls under (i) or (ii); and (iv) units in collective investment schemes whose main purpose is to invest in such bonds, shares or instruments.

0.4.2.3 Private financial transactions subject to prior authorisation

Members of staff shall request the authorisation of the Compliance and Governance Office before making the following financial transactions:

(a) short-term trading, i.e. the sale or purchase of assets with the same International Securities Identification Number (ISIN) which have been purchased or sold within the previous month. No authorisation is required if the subsequent sale is made in execution of a stop-loss order which the member of staff has given to their broker;

(b) transactions exceeding EUR 10 000 within any given calendar month in (i) government securities issued by euro area Member States; (ii) derivative instruments related to such government securities; (iii) combined instruments if one of the components falls under (i) or (ii); and (iv) units in collective investment schemes whose main purpose is to invest in such securities or instruments;

(c) transactions exceeding EUR 10 000 within any given calendar month in (i) gold and gold-related derivative instruments (including gold-indexed securities); (ii) shares, bonds or related derivative instruments issued by companies whose principal business is mining or producing gold; (iii) combined instruments if one of the components falls under (i) or (ii); and (iv) units in collective investment schemes whose main purpose is to invest in such securities and instruments;

(d) foreign exchange transactions other than those listed in Article 0.4.2.1(c) and exceeding EUR 10 000 within any given calendar month.

0.4.2.4 Private financial transactions subject to ex-post reporting

Members of staff shall report to the Compliance and Governance Office any private financial transaction exceeding EUR 10 000 within any given calendar month which does not fall under one of the previous three categories within 30 calendar days after its execution. The Compliance and Governance Office shall define the information to be reported, the reporting format and the procedure.

The obligation to report shall apply in particular to:

(a) loans other than mortgages (including switching from a fixed to a floating arrangement, or vice-versa, or extending an existing loan). Members of staff shall indicate whether the loan is used for the acquisition of financial instruments;

(b) interest rate-related derivatives and derivatives based on indices;

(c) purchases or sales of shares of corporations other than the ones set out in Article 0.4.2.2(b) and bonds issued by such corporations.

0.4.2.5 Existing assets resulting from prohibited transactions

Members of staff may keep assets resulting from transactions within the meaning of Article 0.4.2.2:

(a) which they hold at the moment when they become subject to the restrictions laid down in Article 0.4;

(b) which they acquire at a later point in time without action by them, in particular by way of inheritance, gift, change in their family status, or as a result of a change in the capital structure or a change of control of the entity in which the member of staff holds the assets or rights;

(c) which they acquired at a time when the transaction was not yet prohibited.

Members of staff may dispose of or exercise any rights attached to those assets subject to prior authorisation by the Compliance and Governance Office.

Members of staff shall seek the Compliance and Governance Office's advice if keeping these assets may create a conflict of interest. In such a case, the Compliance and Governance Office may request the member of staff to dispose of such assets within a reasonable period of time, if such disposal is necessary to avoid a conflict of interests.

0.4.2.6 Request for authorisation

Any request for authorisation in accordance with Article 0.4.2.3 or 0.4.2.5 shall be submitted to the Compliance and Governance Office at least five working days prior to the envisaged order date in the format specified by the Compliance and Governance Office. The Compliance and Governance Office shall decide on the request within five working days considering in particular and where relevant: (a) the professional duties of the member of staff and their access to relevant inside information; (b) the speculative/non-speculative nature of the transaction; (c) the amounts involved, if indicated; (d) the reputational risk for the ECB; (e) the timing, in particular the proximity to a meeting of the ECB's decision-making bodies. The Compliance and Governance Office may make an authorisation subject to certain conditions. If the Compliance and Governance Office does not react to a request for authorisation within five working days, the transaction shall be deemed to be authorised.

0.4.2.7 Discretionary asset management by a third party

Financial transactions shall be exempted from the restrictions laid down in Articles 0.4.2.2 to 0.4.2.6 to the extent that they are made by a third party to whose discretion the member of staff has entrusted the management of their private financial transactions under a written asset management agreement. This exemption is subject to the authorisation by the Compliance and Governance Office. The authorisation shall be granted if evidence is provided that the terms and conditions ensure that the member of staff cannot directly or indirectly influence any management decision to be taken by the third party. The member of staff shall inform the Compliance and Governance Office about any change to the terms and conditions of the asset management agreement.

0.4.3 Compliance monitoring

0.4.3.1 Members of staff shall provide the Compliance and Governance Office with a current list of:

(a) their bank accounts, including shared accounts, custody accounts, credit card accounts and accounts with stockbrokers; and

(b) any powers of attorney which third parties have conferred on them in connection with their bank accounts, including custody accounts. Members of staff may only hold and use powers of attorney for third party bank accounts where they are allowed to make available to the ECB the relevant records in line with Article 0.4.3.2.

Members of staff shall keep this list up-to-date.

0.4.3.2 In view of their reporting obligations under Article 0.4.3, members of staff shall keep records for the previous and current calendar years of all of the following:

(a) account statements for all accounts listed in Article 0.4.3.1;

(b) any sale or purchase of financial assets or rights made by members of staff or third parties at the risk and for the account of members of staff or made by members of staff at the risk and for the account of third parties;

(c) the conclusion or the amendment of mortgages or other loans at their own risk and for their own account, or by them at the risk and for the account of others;

(d) their dealings in relation to retirement plans, including the ECB's Pension Scheme and Retirement Plan;

(e) any powers of attorney which third parties have conferred on them in connection with their bank accounts, including custody accounts;

(f) the terms and conditions of any written asset management agreement as defined in Article 0.4.2.7 and of amendments to such agreement.

0.4.3.3 Subject to the approval of the Executive Board, the Compliance and Governance Office may request an external service provider to carry out:

(a) regular compliance checks covering a certain percentage of members of staff as determined by the Compliance and Governance Office; and

(b) ad-hoc compliance checks focusing either on a specific group of members of staff or on specific types of transactions.

For the purpose of such compliance checks, the Compliance and Governance Office may request the members of staff concerned to provide, for a period of time to be specified, the records listed in Article 0.4.3.2 in a sealed envelope for onward transmission to the external service provider. Members of staff shall provide such records within the time limit set by the Compliance and Governance Office.

0.4.3.4 Without prejudice to Article 0.4.3.5, the external service provider shall treat all information and documentation received in strictest confidence and shall use it only for the purpose of carrying out compliance checks.

0.4.3.5 If the external service provider identifies evidence giving rise to a suspicion of a breach of professional duties by a member of staff or a potential breach of contractual duties by an external person working for the ECB and subject to the restrictions laid down in Article 0.4 by way of their contract, they shall report the potential breach and provide the supporting documentation to the Compliance and Governance Office. Where the Compliance and Governance Office receives such a report from the external service provider, or where a staff member reports to it evidence that suggests they may have breached their professional duties within the scope of Article 0.4 of the Staff Rules, the Compliance and Governance Office shall assess the potential breach. The report of the external service provider, including the supporting documentation submitted in accordance with the rules above, may be part of any subsequent internal and/or external proceedings.

If the suspicion is not substantiated, the Compliance and Governance Office shall close the case.

If the suspicion is or may be substantiated but, based on the considerations set out in Article 45 of the Conditions of Employment, the potential breach does not warrant any investigative or disciplinary follow-up, the Compliance and Governance Office shall close the case, even if there is or appears to have been a breach of professional duties.

If either the suspicion is substantiated, or if further investigative measures are required in order to assess it, the Compliance and Governance Office shall submit a report, including a proposal on the appropriate follow-up, to the Investigation Committee in accordance with Annex XI.

Before finalising an assessment concluding that the suspicion is substantiated, the Compliance and Governance Office shall provide the person concerned with the opportunity to comment on the facts concerning him or her.

The Compliance and Governance Office shall inform the person concerned of its decision.

0.4.3.6 The obligations of members of staff under Article 0.4.3 shall continue to apply until the end of the calendar year following the year in which their employment ended. The prohibition to use inside information laid down in Article 0.4.1.3 shall continue to apply as long as the information has not been made public.

0.4bis Reporting of breaches, the whistleblowing tool and protection against retaliation

0.4bis.1 Definitions

For the purpose of this Article, the following definitions apply:

(a) 'breach' means any illegal activity, including fraud or corruption, affecting the Union's financial interests, or any conduct relating to the discharge of professional duties, by any person involved in the ECB's activities, which constitutes a failure to comply with rules and regulations applicable to them;

(b) 'identity' means any information that identifies or makes identifiable a natural person or that may result in direct or indirect identification of a natural person, in particular by reference to identifiers referred to in point (1) of Article 3 of Regulation (EU) 2018/1725 of the European Parliament and of the Council*;

(c) 'information on breaches' means information, including reasonable suspicions, about potential breaches or about attempts to conceal such breaches;

* Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39).

(d) 'person involved in the ECB's activities', means a member of staff, a short-term contract employee, a graduate programme participant, a trainee, or one of the high-level ECB officials;

(e) 'high-level ECB officials', means the officials referred to in Articles 1.1, 1.2 and 1.4 of the Code of conduct for high-level European Central Bank Officials[**];

(f) 'whistleblower' means a person involved in the ECB's activities who reports information on breaches, through any of the reporting channels provided for in Article 0.4bis.2 or in Decision (EU) 2016/456 of the European Central Bank (ECB/2016/3)[***];

(g) 'witness' means a person involved in the ECB's activities, other than the whistleblower, who cooperates with, and provides information relating to facts which are the subject-matter of, an investigative process or disciplinary proceedings;

(h) 'person concerned' means a person involved in the ECB's activities who is referred to in the report as a person to whom the breach is attributed or with whom that person is associated;

(i) 'retaliation' means any direct or indirect act or omission which (i) occurs in a work-related context; (ii) causes or may cause unjustified detriment; and (iii) is prompted by

(1) the reporting of information on breaches through any of the reporting channels provided for in Article 0.4bis.2 or in Decision (EU) 2016/456 (ECB/2016/3);

(2) any witness statement in relation to such reporting;

this should be understood as including threats of retaliation and attempts at retaliation;

(j) 'competent authority' means the authority designated to assess reports of information on breaches made through the reporting channel provided for in Article 0.4bis.2 and give feedback to the whistleblower, and/or designated to follow up on such reports.

(k) 'inappropriate behaviour' means any form of direct or indirect discrimination, physical violence, psychological harassment (also referred to as bullying or mobbing) and sexual harassment, the inappropriateness of which is assessed objectively from the perspective of a reasonable third party;

** Code of Conduct for high-level European Central Bank Officials (2019/C 89/03) (OJ C 89, 8.3.2019, p. 2).

*** Decision (EU) 2016/456 of the European Central Bank of 4 March 2016 concerning the terms and conditions for European Anti-Fraud Office investigations of the European Central Bank, in relation to the prevention of fraud, corruption and any other illegal activities affecting the financial interests of the Union (ECB/2016/3) (OJ L 79, 30.3.2016, p. 34, ELI: http://data.europa.eu/eli/dec/2016/456/oj).

(l) 'direct discrimination' shall be taken to occur where one person, because of their nationality, gender, racial or ethnic origin, religion or belief, disability, age or sexual orientation, is, has been or would be treated less favourably than another person in a comparable situation;

(m) 'indirect discrimination' shall be taken to occur where an apparently neutral provision, criterion or practice would put a person at a particular disadvantage on the grounds of nationality, gender, racial or ethnic origin, religion or belief, disability, age or sexual orientation compared to another person, unless the provision, criterion or practice is objectively justified;

(n) 'physical violence' means the intentional use of physical force or the threat of physical force against another person that results in physical or psychological harm;

(o) 'psychological harassment' means any improper conduct that takes place over a period of time, is repetitive or systematic and involves physical behaviour, spoken or written language, gestures or other intentional acts that may undermine the personality, dignity or physical or psychological integrity of any person;

(p) '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.

0.4bis.1a Respectful workplace, early resolution and interim support measures

0.4bis.1a.1 Respectful workplace

Members of staff shall respect the dignity of their colleagues and show sensitivity to and respect for others. They shall in particular refrain from any inappropriate behaviour and adhere to the standards of conduct set out in the Conditions of Employment.

0.4bis.1a.2 Early resolution

Members of staff who consider that they are the target of inappropriate behaviour may raise the matter directly with the alleged wrongdoer, to explain what behaviour they find unwelcome and to make it clear that they want it to stop.

Members of staff who consider that they are the target of inappropriate behaviour, or who have witnessed such behaviour, may seek support to informally address such situations and contact for this purpose:

(a) a trusted person of their choice, including a staff representative or a counterpart in the Directorate General Human Resources;

(b) a Social Counsellor;

(c) the Mediator.

Members of staff seeking early resolution shall not suffer any negative consequences as a result of doing so, unless in the context of a subsequent procedure they are found to have made deliberately false or malicious statements.

Members of staff who consider that the above informal resolution options have been ineffective or are not appropriate may use the reporting channels set out in Article 0.4bis.2.1.

0.4bis.1a.3 Interim support measures

Without prejudice to the procedure safeguarding protection against retaliation, members of staff may submit a request for interim support measures to the Director General Human Resources or their Deputy, in particular where they consider they have been the target of inappropriate behaviour. Interim support measures shall be without prejudice to any final decision about whether an alleged behaviour took place and whether it constituted a breach of professional duties.

In reaching a decision on whether or not to put interim support measures in place, the Director General Human Resources or their Deputy shall take into consideration, in particular, the balance between the protection of the member of staff making the request, the interest of the service and the preservation of the legitimate interests of other persons concerned.

Such measures shall be decided upon by the Director General Human Resources or their Deputy and shall be adopted by the responsible authority under the applicable ECB legal framework. Any person subject to an interim support measure shall be heard before that measure is taken, unless there are overriding reasons of urgency, in which case the hearing shall be conducted as soon as reasonably possible.

0.4bis.2 Reporting and whistleblowing tool

0.4bis.2.1 Without prejudice to the provisions on the reporting of fraud, corruption and any other illegal activities affecting the financial interests of the Union covered by Decision (EU) 2016/456 (ECB/2016/3), members of staff may report information on breaches in any of the following ways:

(a) to a manager in their reporting line;

(b) to a manager in charge of administrative investigations in the Directorate Internal Audit who shall then report the information to the Director Internal Audit;

(c) directly to the Director Internal Audit;

(d) through the internal reporting platform set up for this purpose by the ECB (‘the whistleblowing tool’).

0.4bis.2.2 When reporting information on breaches through the whistleblowing tool, whistleblowers may choose to report anonymously or to indicate their identity.

0.4bis.2.3 Managers shall provide swift and appropriate follow-up to potential breaches brought to their attention under Article 0.4bis.2.1, point (a), and to potential breaches of which they otherwise become aware. They shall seek to handle the potential breach effectively if it falls within their managerial competence.

Where immediate managerial action is not appropriate or is unsuccessful, managers other than the Head of Business Area shall without undue delay report all relevant facts they are aware of to their Head of Business Area.

If a Head of Business Area becomes aware of a potential breach that relates to their business area and can be handled effectively within their managerial competence, they shall take swift and appropriate action. Where managerial action is not appropriate or is unsuccessful, the Head of Business Area shall without undue delay report all relevant facts they are aware of to the Director Internal Audit.

Where a manager, including a Head of Business Area, becomes aware of a potential breach that relates to the managerial competence of another business area, they shall report it without undue delay to the Head of that business area.

If a manager other than the Head of Business Area reasonably perceives that their Head of Business Area or the head of the business area under whose competence the breach falls could have a conflict of interest related to the potential breach, they may report in writing directly to the Director Internal Audit, explaining the nature of the conflict of interest. If the Head of Business Area reasonably perceives that the Director Internal Audit could have a conflict of interest related to the potential breach, they may report in writing directly to the President, explaining the nature of the conflict of interest.

Any report under this Article shall include a description of any managerial action undertaken to handle the potential breach. The relevant line manager to whom the report of information on a breach was made shall inform the whistleblower without undue delay as to whether they handled the potential breach by managerial action or referred it to the Head of another Business Area, the Director Internal Audit or the President.

0.4bis.2.4 Members of staff are obliged to report possible illegal activities affecting the Union's financial interests, including fraud or corruption, covered by Decision (EU) 2016/456 (ECB/2016/3). Members of staff may use the whistleblowing tool as an alternative reporting channel to discharge their obligation to report under Decision (EU) 2016/456 (ECB/2016/3).

0.4bis.2.5 The recipient of a report of information on breaches made through the reporting channels set out in Article 0.4bis.2.1(b) to (d), or in Article 3(1) of Decision (EU) 2016/456 (ECB/2016/3), or forwarded to the Director Internal Audit or the President under Article

0.4bis.2.3 shall acknowledge receipt of such report within seven calendar days to the whistleblower. If the report of information concerns a potential breach that significantly affects the public interest, the authority with responsibility for the investigative process shall provide the whistleblower with feedback on the action envisaged or taken as follow-up with a view to investigating the potential breach and on the grounds for such follow-up within three months of acknowledgment of receipt of the report or, if no acknowledgement was given, within three months and seven calendar days of receiving the report, to the extent that this does not harm the administrative investigation.

0.4bis.3 Assessment of and follow up on information on breaches reported through the whistleblowing tool

0.4bis.3.1 For reports of information on breaches received through the whistleblowing tool, the competent authority shall be:

(a) the Director Internal Audit, except for reports falling under (b) or (c);

(b) the President, where the person concerned, or any of the persons concerned, is the Director Internal Audit;

(c) the competent authority designated by the Governing Council, where the person concerned, or any of the persons concerned, is one of the high-level ECB officials.

0.4bis.3.2 [deleted]

0.4bis.3.3 Reports of information on breaches received through the whistleblowing tool shall be followed up in accordance with Annex XI to the Staff Rules.

Notwithstanding the first paragraph, the procedure for assessment and follow-up on information on breaches reported through the whistleblowing tool where the person concerned, or any of the persons concerned, is one of the high-level ECB officials is set out in a specific decision of the Governing Council.

0.4bis.4 Protection against retaliation

0.4bis.4.1 The ECB shall protect whistleblowers and witnesses by protecting their identity and protecting them against retaliation.

0.4bis.4.2 Whistleblowers shall qualify for protection under this Article provided that they had reasonable grounds to believe, in the light of the circumstances and the information available to them at the time of their reporting, that the information on breaches reported by them was true and related to a potential breach.

In application of the first paragraph, whistleblowers shall in particular:

(a) not benefit from any protection when the information on breaches reported consists of any of the following which have been deliberately or knowingly reported: false or

misleading information, information that is at the time of the reporting available in the public domain, unsubstantiated rumours or hearsay;

(b) not lose protection where the information on breaches reported is inaccurate by honest mistake.

0.4bis.4.3 Subject to Article 0.4bis.4.2, a whistleblower who made information on breaches available in the public domain shall

(a) qualify for protection and not be held liable by the ECB for breach of professional secrecy requirements provided that:

(i) the potential breach significantly affects the public interest and the whistleblower, after having reported the information on the potential breach to the ECB in accordance with Article 0.4bis.2.1 or Article 3(1) of Decision (EU) 2016/456 (ECB/2016/3), had not received feedback in accordance with Article 0.4bis.2.5 within the timeframe specified therein, or

(ii) the whistleblower has reasonable grounds to believe that the potential breach may constitute an imminent or manifest danger to the public interest, such as where there is an emergency situation or a risk of irreversible damage;

(b) not qualify for protection where the disclosed information includes:

(i) information labelled ECB-SECRET or ECB-MARKET SENSITIVE;

(ii) confidential information on the deliberations of the ECB's decision-making bodies, the Supervisory Board, or other bodies established pursuant to Council Regulation (EU) No 1024/2013†, where such deliberations concern monetary policy, foreign exchange operations, the euro area's foreign currency reserves, payment systems, financial stability, banking supervision, banknotes or statistics;

(iii) confidential information which is subject to medical professional secrecy obligations as provided for under national and Union law;

(iv) confidential information concerning the integrity or security of euro banknotes;

(v) confidential information concerning the physical and digital security of the ECB, its premises, members of staff, high-level officials, or public security;

(vi) confidential information on the security of the financial market infrastructures, payment schemes or payment service providers.

In any other cases, public disclosures are not protected if the information disclosed is not necessary for the purpose of revealing the breach.

0.4bis.5 Protection of identity

0.4bis.5.1 The identity of whistleblowers and witnesses shall be classified as 'ECB-CONFIDENTIAL and Personal'.

---

† Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions (OJ L 287, 29.10.2013, p. 63, ELI: http://data.europa.eu/eli/reg/2013/1024/oj).

The identity of whistleblowers shall not be disclosed to anyone beyond the authorised persons competent to receive or follow up on potential breaches, without the explicit consent of the whistleblower. However, the identity of the whistleblower may be disclosed where this is a necessary and proportionate obligation imposed by Union or national law in the context of investigations by the OLAF, the European Public Prosecutor's Office (EPPO) or national authorities or in the context of judicial proceedings, including with a view to safeguarding the rights of defence of the person concerned. This also applies to any other information from which the identity of the whistleblower may be directly or indirectly deduced.

0.4bis.5.2 Disclosures made pursuant to the derogation provided for in Article 0.4bis5.1, second sentence, shall be subject to appropriate safeguards under the applicable Union law. In particular, whistleblowers shall be informed before their identity is disclosed, unless such information would hinder the related investigations or judicial proceedings. When informing the whistleblower, the authorised persons competent to receive or follow-up on breaches shall send them an explanation in writing of the reasons for the disclosure of the confidential data concerned.

0.4bis.6 Protection against retaliation

0.4bis.6.1 Retaliation against whistleblowers and witnesses constitutes a breach and shall be subject to appropriate measures including, if necessary, disciplinary measures against the retaliator.

0.4bis.7 Procedure for requesting protection against retaliation

0.4bis.7.1 Whistleblowers and witnesses may submit a request for protection from retaliation to the Chief Compliance and Governance Officer together with any relevant documents or information supporting their request. The request shall be submitted within 24 months from the time of the occurrence of the act or omission alleged to be retaliation.

0.4bis.7.2 Such request shall not shield the requester from accountability for their own involvement, where applicable, in the breach that was reported by them or in respect of which they are a witness.

0.4bis.7.3 The Chief Compliance and Governance Officer shall handle such requests in strict confidence and the identity of the requester shall be protected in accordance with Article 0.4bis.5.1.

The Chief Compliance and Governance Officer shall seek the consent of the member of staff who submitted the request for protection prior to engaging with the member of staff's senior management or with the Directorate General Human Resources with a view to considering protection measures.

0.4bis.7.4 Upon receipt of the request for protection from retaliation, the Chief Compliance and Governance Officer shall, without undue delay:

(a) acknowledge receipt, and

(b) check whether the request for protection fulfils the following conditions:

(i) the requester is a whistleblower qualifying for protection under the conditions specified in Article 0.4bis.4.2 or a witness; and

(ii) the alleged retaliatory act or omission has occurred; and

(iii) the alleged retaliatory act or omission that has occurred was or may have been prompted by the whistleblowing or by any witness statement given in the context of an investigative process or disciplinary proceedings.

0.4bis.7.5 If the Chief Compliance and Governance Officer concludes that:

(a) the request for protection does not fulfil the conditions specified in Article 0.4bis.7.4 (b), they shall inform the requester in writing accordingly;

(b) the request for protection fulfils the conditions specified in Article 0.4bis.7.4 (b), they

(i) may recommend interim protective measures in accordance with Article 0.4bis.8;

(ii) shall perform an assessment as to whether there is a need for protection, including, if necessary, by forwarding the matter to the competent body or business area(s) with responsibility for investigations that should then carry out the investigations in accordance with applicable rules and submit the outcome of the investigations to the Chief Compliance and Governance Officer. In this context, the ECB shall bear the burden of proof for establishing that the reported act or omission did not constitute retaliation;

(iii) shall notify the requester in writing accordingly.

0.4bis.7.6 If the Chief Compliance and Governance Officer, after having performed the assessment referred to in Article 0.4bis.7.5(b)(ii), concludes that:

(a) there is no need for protection, they shall inform the requester in writing accordingly;

(b) there is a need for protection, they may recommend the following measures as a follow-up:

(i) after consulting the requester and in accordance with Article 0.4bis.8, measures correcting detriment suffered as a result of the retaliation (‘corrective measures’) and measures protecting the requester from any further retaliation (‘protective measures’); and

(ii) as the case may be, any appropriate measures against the retaliator including, if necessary, disciplinary measures.

0.4bis.7.7 Where the Chief Compliance and Governance Officer is of the opinion that there is a conflict of interest in reviewing a request for protection against retaliation, they shall refer the matter to the Chief Services Officer to designate who shall follow up on such request in accordance with the above procedure.

0.4bis.7.8 If a manager or the Director Internal Audit, following receipt of information on breaches in accordance with Article 0.4bis.2.1, or a member of staff involved in carrying out an investigative process pursuant to Annex XI, identifies a risk of retaliation against the whistleblower or a witness in the case, they shall, with the consent of the person who is considered to be at risk of retaliation, inform the Chief Compliance and Governance Officer without undue delay.

When informed of such risk of retaliation, the Chief Compliance and Governance Officer shall consult the whistleblower or witness concerned on recommendations of appropriate preventative action in line with Article 0.4bis.8. With the whistleblower's or witness's consent, the Chief Compliance and Governance Officer may engage with the member of staff's senior management and with the Directorate General Human Resources to determine the appropriate preventative action to be recommended.

0.4bis.8 Interim protective measures and corrective measures

0.4bis.8.1 The Chief Compliance and Governance Officer may recommend measures that are necessary and appropriate to protect the whistleblower or the witness against retaliation or the risk of retaliation. Such measures may include interim protective measures and corrective measures to be adopted by the responsible authority under the applicable ECB legal framework.

0.4bis.8.2 At any point in time, the Chief Compliance and Governance Officer may recommend, with the consent of the whistleblower or witness, a monitoring of his or her workplace situation by the Directorate General Human Resources.

0.4bis.8.3 The Chief Compliance and Governance Officer may request addressees of their recommendations to report back on their implementation of the recommendations. If the Chief Compliance and Governance Officer is not satisfied with the follow-up given to their recommendations, they may inform the President accordingly.

0.4bis.9 Reporting on whistleblowing

The ECB may report on whistleblowing in abridged or aggregated form, such that individual persons cannot be identified.

0.5 [deleted]

0.6 Use of ECB resources

Members of staff shall respect and protect ECB property. All equipment and facilities, whatever their nature, are provided by the ECB for official use only, unless private use is permitted either according to the relevant internal rules in the Business Rulebook or under special authorisation by the Director General Human Resources or their Deputy. Members

of staff shall take all reasonable and appropriate measures to limit costs, so that the available resources can be used most efficiently.

0.7 Implementation

0.7.1 Without prejudice to Article 0.4.2, the Compliance and Governance Office, together with the Director General Human Resources or their Deputy, may issue guidelines on the interpretation and application of the ethics framework.

0.7.2 Members of staff may request the Compliance and Governance Office, or the Director General Human Resources or their Deputy in cases where they are competent to decide, to provide guidance on any matter related to their compliance with the ethics framework. Staff conduct that fully complies with the advice given by the Compliance and Governance Office or the Directorate General Human Resources shall be presumed to comply with the ethics framework and shall not give rise to any disciplinary procedure. Such advice shall not, however, release staff from any liabilities under national law.

PART 1 GENERAL PROVISIONS

1.1 Personal file and medical file

Article 7 of the Conditions of Employment is implemented as follows:

1.1.1 There shall be one personal file and one medical file for each member of staff. The medical file shall not form part of the personal file and shall be retained, under the responsibility of the ECB's Medical Adviser, by the ECB's Medical Centre.

The medical file shall contain confidential medical data. For the purposes of these Staff Rules, 'confidential medical data' means information on a person relating to his/her illness, treatment and/or diagnosis.

Sick leave notes and other information of an administrative nature relating to health, which are required for the application of the Conditions of Employment, shall be separately stored by the Directorate General Human Resources in the staff member's personal file, of which they shall be an integral part.

1.1.2 The ECB shall implement appropriate measures to protect personal data against accidental or malicious destruction, loss, alteration, unauthorised disclosure or unauthorised access.

1.1.3 The personal file of a member of staff shall contain:

(a) all documents concerning his/her administrative status and all reports relating to his/her ability, efficiency and conduct; and

(b) any comments by the member of staff on such documents.

A member of staff shall have the right, even after leaving the ECB, to acquaint himself/herself with all the documents in his/her file.

1.1.4 The personal file shall be confidential. Access to it will be granted only to:

(a) the member of staff concerned;

(b) members of the Executive Board;

(c) members of staff who, for professional reasons, need to have access to the information contained in the file and whose access is authorised by their Head of Division or their Deputy and verified by the Directorate General Human Resources. These parties shall be subject to the legal obligation of professional secrecy;

(d) the Mediator, in so far as access to the personal file is required for the performance of their duties.

Subject to the approval of the Chief Services Officer, acting on behalf of the Executive Board, a member of staff may authorise the Directorate General Human Resources to make his/her personal file available to third parties.

1.1.5 Provided that there are no pending claims, the personal file of a member of staff shall be retained for a maximum of 10 years. The retention period for the personal file shall commence either when the staff member's employment with the ECB ceases or following the last ECB pension payment to either the pensioner or their entitled dependants, whichever is later.

Provided that there are no pending claims, the medical file of a member of staff shall be retained for a maximum of 10 years after the date of their last medical consultation or treatment.

The retention periods for specific categories of documents stored in the personal or medical files shall be determined according to the ECB Filing and Retention Plan as approved by the Executive Board.

1.2 Right to strike

The provisions of Article 8 of the Conditions of Employment are applied as follows:

1.2.1 Strike is the deliberate collective abstention from work of employees.

1.2.2 A strike must be organised by a body which is recognised by the Executive Board as representing a group of members of staff (such as the Staff Committee) or by a body representing at least one sixth of the total members of staff or which, within a Directorate or Directorate General of the ECB represents at least one third of the members of staff.

1.2.3 The organising body shall inform the Executive Board in writing of the intention to strike at least ten working days before the first day of the strike. The written notice shall state the precise nature of the dispute, the precise nature of the proposed strike action, and the period during which the strike is going to take place.

1.2.4 The Executive Board of the ECB shall determine, on a case by case basis, the minimum services to be assured at the ECB during a strike.

1.2.5 Unless the Executive Board decides otherwise, the total period of the strike shall be deducted from the salary and salary related payments of the member of staff taking part in a strike.

1.2.6 No member of staff shall be forced to strike against his/her will.

1.2.7 No disciplinary action may be taken against any member of staff participating in a strike unless the member of staff has been nominated to provide the minimum services described above and fails to do so in order to take part in the strike.

1.3 Secondment

Members of staff may perform their duties with the ECB while seconded or on leave from their parent organisation or institution. In these circumstances they shall be integrated into the staff of the ECB, having the same obligations and rights as the other members of staff, and shall perform their duties solely for the benefit of the ECB.

PART 1A SELECTION AND APPOINTMENT

The provisions of Article 8a of the Conditions of Employment are applied as follows:

1a.1 General provisions

1a.1.1 Definitions

1a.1.1.1 For the purpose of these Staff Rules:

(a) 'appointing authority' means the internal authority competent to take the relevant decision, to be determined with regard to the applicable decision in accordance with Annex VII unless otherwise provided in these Rules;

(b) 'selection procedure' means a competitive recruitment procedure conducted by a selection committee, with a view to assessing the merits of candidates for a position within the ECB against the requirements set out in the relevant vacancy notice and to providing the appointing authority with a list of candidates that may be deemed suitable as well as, as the case may be, a recommendation as to the candidate to select for the position to be filled;

1a.1.1.2 The salary band of the current position of a member of staff in one of the following situations shall be:

(a) the salary band of the ad personam promotion, for members of staff that have been promoted ad personam in accordance with Administrative Circular 1/2011;

(b) the salary band of the position held prior to the promotion, for members of staff promoted by a direct appointment to a position that needed to be filled for a period of less than one year;

(c) the salary band to which members of staff have been promoted, for members of staff that have been promoted in accordance with Article 2a.11.

1a.1.2 General eligibility criteria

Candidates shall be eligible for appointment if:

(a) they are a national of a Member State of the European Union or an acceding country, unless an exception is authorised by the appointing authority or unless otherwise provided in these Staff Rules. For members of staff on an indefinite or a fixed-term contract, this criterion shall not apply provided that the envisaged appointment does not extend beyond the duration of their existing contract;

(b) they enjoy their full rights as a citizen;

(c) they have a thorough knowledge of English and a satisfactory knowledge of at least a second official Union language, unless an exception is authorised prior to the publication of the vacancy notice by the appointing authority;

(d) they are medically fit to perform their duties;

(e) there is no objection, from a security perspective, to them performing their duties;

(f) there is no conflict of interest resulting from their previous occupational activities during the last two years prior to the date of application with respect to the duties to be performed in the position for which they are applying, or the appointing authority considers that the conflict of interest can be mitigated by appropriate measures.

Close relatives, spouses, recognised partners of, or persons with a close personal relationship to, members of staff or members of the Executive Board or of other internal bodies of the ECB shall not be appointed in the same reporting line.

1a.1.2a Authorisation of a temporary block exception from the nationality eligibility criterion set out in Article 1a.1.2(a) for positions of English Translator

For members of staff on a non-convertible fixed-term contract, for all positions of English Translator at salary bands F/G or H, the Executive Board may authorise a temporary exception from the nationality eligibility criterion set out in Article 1a.1.2(a), including from the condition stipulated in the second sentence of that Article, provided the temporary exception is considered necessary for the proper performance of tasks.

1a.1.3 Additional specific eligibility criteria for internal selection procedures

1a.1.3.1 The following are eligible to apply for internal selection procedures: members of staff with an indefinite or a fixed-term contract, and graduate programme participants, who have in each case successfully completed their probationary period at the closing date for applications.

This eligibility criterion for internal selection procedures does not prevent members of staff and graduate programme participants who have not completed their probationary period from applying for external selection procedures.

1a.2.1 Selection criteria

1a.2.1.1 *General selection criteria*

The selection of members of staff shall be based upon a comparison of the merits of the candidates against the requirements set out in the vacancy notice.

If two or more candidates are of equal merit against those requirements, the diversity of gender and/or nationality may be used as an additional selection criterion.

1a.2.2 Decisions on the selection procedure

1a.2.2.1 The appointing authority may decide to conduct a selection procedure for the following purposes:

(a) filling an available position;

(b) establishing a valid list of suitable candidates in anticipation of future positions to be filled.

1a.2.2.2 The appointing authority may decide to conduct one single selection procedure in order to fill several positions with different position titles and different responsibilities, provided that the positions are at the same salary band and that the same qualifications and/or experience, skills and competencies are required for such positions.

1a.2.3 Vacancy notice

Following the decision(s) referred to under Article 1a.2.2, a vacancy notice shall be approved by the appointing authority and published online.

The vacancy notice shall set out in particular:

(a) the title of the position(s) in accordance with the ECB list of generic job titles and the salary band to which the position(s) is/are allocated;

(b) the functional title(s), where relevant, and the main responsibilities of the position(s);

(c) the requirements for the position(s), including:

(i) the academic degrees, other qualifications and/or experience required or desired for the position(s);

(ii) the skills and competencies required or desired for the position(s);

(d) the nature and duration of the contract(s);

(e) the envisaged steps and selection tools of the selection procedure;

(f) the closing date and submission channel for applications.

Before the closing date for applications and where considered appropriate in order to allow more candidates to apply, the appointing authority may approve the extension of the closing date.

Furthermore, the appointing authority may decide to republish the vacancy notice shortly after the closing date for applications, without amending any of its content except for setting

out a new closing date for additional applications. Such republishing is only admissible if the initial publication has resulted in an insufficient number of candidates, in order to ensure genuine competition throughout the selection procedure. Following expiry of the new closing date, all candidates having applied to either the initial vacancy notice or the republished one shall be assessed as set out in these Rules.

The appointing authority may, at any time prior to an appointment being made, withdraw the vacancy notice, if there are objective reasons for doing so.

In external selection procedures for positions allocated to any salary band from A to J, the vacancy notice shall set out the salary bracket of the position(s) which is/are to be filled.

1a.2.4 Applications

1a.2.4.1 Candidates shall submit their complete applications via the ECB's electronic recruitment system. The system shall acknowledge the receipt of applications. Applications submitted after the closing date for applications shall not be considered, unless the delay is caused by the unavailability of the ECB's recruitment system.

1a.2.4.2 Candidates shall provide information about any actual or potential conflict of interest that may arise from previous occupational activities during the last two years prior to the date of application with respect to the duties to be performed in the position for which they are applying.

1a.2.4.3 The candidates must meet the requirements set out in the vacancy notice by the closing date for applications.

1a.2.5 Eligibility of candidates

1a.2.5.1 After the closing date for applications, the selection committee, as established under Section 1a.2.6, shall assess whether candidates meet the eligibility criteria provided for in Articles 1a.1.2(a) and (c), and 1a.1.3.

By derogation from the first paragraph, and provided that a candidate provides evidence in their application that their naturalisation in a Member State of the European Union or an acceding country has been requested and is imminent, compliance with the eligibility criterion provided for in Article 1a.1.2 (a) shall be assessed if and when the candidate is proposed to be placed on a list of suitable candidates.

Compliance with criteria provided for in Article 1a.1.2 (b), (d), (e) and (f), shall be assessed if and when a candidate is proposed for appointment.

1a.2.6 Selection committees

1a.2.6.1 A selection committee shall be established by the appointing authority. The selection committee shall consist of three or five members, including:

(a) one or several members representing the interests of the recruiting business area(s);

(b) one member from the Directorate General Human Resources; and,

(c) one or several members from other business areas of the ECB.

A Chair shall be appointed from among the members of the selection committee who are either (i) at a salary band that is at least one salary band higher than that of the position(s) to be filled, or (ii) are referred to under the third paragraph of Article 1a.2.6.2.

Due consideration shall be given to a balanced composition of the selection committee.

The member from the Directorate General Human Resources shall oversee the sound and consistent application of the selection rules and, where necessary, give instructions to ensure compliance.

All members of the selection committee assess the merits of candidates for the position(s) to be filled against the requirements set out in the vacancy notice. In doing so, they shall act in the interest of the ECB. They shall act in their personal capacity and shall be independent in the performance of their duties.

All members of the selection committee shall each have the same voting rights. The selection committee shall deliberate by simple majority.

1a.2.6.2 Members of staff in the selection committee shall be at a salary band that is at least one salary band higher than the position(s) to be filled, except:

(a) the member from the Directorate General Human Resources, as referred to in point (b) of Article 1a.2.6.1, who may also be at the same salary band as, or a lower salary band than, that of the position(s) to be filled;

(b) at most one other member, if that member enhances the diversity of the selection committee and is at the same salary band as that of the position(s) to be filled. The Executive Board may decide otherwise in specific cases where the position(s) to be filled are at salary band(s) K to M.

Notwithstanding the determination of the appointing authority in Annex VII, when a member of the selection committee would also be the appointing authority competent to decide on the appointment in accordance with Annex VII, the appointment decision shall be taken at the next higher level of appointing authority to the one indicated under ‘‘responsible authority’’ in Annex VII. Where a member of the selection committee would be a superior in the reporting line to the appointing authority competent to decide on the appointment in accordance with Annex VII, the appointment decision shall be taken by the appointing authority at the next higher hierarchical level to this member of the selection committee, or the Executive Board.

For the purposes of Article 1a.2.6.1(a) and (c), members of the selection committee may also be members of the Executive Board, the Chair of the Supervisory Board, the Vice-Chair of the Supervisory Board, or ECB representatives to the Supervisory Board.

Exceptionally, other individuals who are not members of staff may also be appointed as members of a selection committee.

1a.2.6.3 The Chair of the selection committee may invite persons who are not members of the selection committee to participate as observers in the selection procedure, without any voting rights. Observers may also be externals.

1a.2.6.4 In exceptional and duly motivated circumstances, the Executive Board may decide to establish selection committees in derogation from Articles 1a.2.6.1 to 1a.2.6.3.

1a.2.7 Conduct of the selection procedure

1a.2.7.1 The selection committee shall conduct the selection procedure ensuring the objectivity and impartiality of the procedure.

If a member of the selection committee becomes aware of any factual circumstances likely to impact their objectivity and impartiality, they shall inform the Chair of the selection committee in a timely manner. The Chair shall take any necessary measures to safeguard the procedure.

1a.2.7.2 The selection procedure shall consist of a pre-selection phase followed by a selection phase.

Prior to the closing date for applications and within the framework of the vacancy notice, the appointing authority shall define the tools and parameters on the basis of which the comparative assessment of the merits of the candidates in the subsequent pre-selection phase and selection phase will be carried out.

1a.2.7.3 Pre-selection phase

During the pre-selection phase, the selection committee shall assess the comparative merits of the candidates, on the basis of the applications they submitted and of the outcome of additional pre-selection tools, if any, as decided by the appointing authority in accordance with Article 1a.2.7.2, with a view to identifying a sufficient number of candidates who best meet the requirements for the position(s) to be filled.

The candidates who best meet the requirements shall be shortlisted and invited to participate in the selection phase.

Candidates who best meet the requirements but to a lesser extent than the shortlisted candidates may be placed on hold. Candidates placed on hold may at a later stage be invited to participate in the subsequent selection phase, if shortlisted candidates withdraw from the procedure, or if the selection committee considers that there are no, or not enough, candidates among the shortlisted candidates that may be deemed suitable.

1a.2.7.4 Selection phase

During the selection phase, the selection committee shall assess the comparative merits of the candidates invited to participate in the selection phase, on the basis of the outcome of the selection tools, such as interviews, written assessments, on-line tests, or other tools as decided by the appointing authority in accordance with Article 1a.2.7.2, with a view to identifying candidates that may be deemed suitable for the position(s) to be filled.

The selection phase of selection procedures for managerial positions allocated to salary band I and above shall include an assessment by an external assessor of leadership competencies specified in the vacancy notice. An assessment of such competencies made in the context of a previous selection procedure for a managerial position at the same salary band may be used, where the assessment remains valid and the selection committee considers the required leadership competencies for the two positions comparable. The Director General Human Resources or their Deputy shall determine the period for which positive assessments remain valid. Negative assessments shall be valid for a period of one year.

1a.2.7.5 The selection committee may be assisted by one or more internal or external assessors serving in an advisory capacity with regard to any pre-selection or selection tools. The selection committee shall provide assessors with appropriate instructions to perform their assessment.

1a.2.7.6 Upon receipt of an invitation, candidates shall respond and make themselves available for pre-selection and selection tools within two working days, or within one week if candidates are required to participate in a pre-selection or selection tool at a particular location, including one of the ECB premises. The selection committee shall decide whether to accommodate requests from candidates unable to make themselves available for the selection procedure in due time.

Candidates with disabilities shall be reasonably accommodated.

Travel expenses incurred by candidates shall be borne by the ECB within the limits and under the conditions further specified by the Director General Human Resources or their Deputy.

1a.2.7.7 Candidates for recruitment by the ECB must show the highest level of integrity. Fraud or attempted fraud will lead to exclusion. In particular, the selection committee may decide to disqualify candidates from the selection procedure if they:

(a) have disclosed any content of selection tools before completion of the selection procedure;

(b) have cheated during the tests, revealed their identity during an anonymous selection tool, made false declarations or declarations unsupported by the appropriate documents;

(c) have failed to inform the ECB of a possible conflict of interest with a member of the selection committee;

(d) contact or attempt to contact a member of the selection committee in an undue manner.

The Chair of the selection committee, on behalf of the selection committee, shall immediately inform the Directorate General Human Resources of such decision. The Director General Human Resources or their Deputy may, after having heard the candidate,

take appropriate measures to block the candidate from applying in future procedures for a defined period of time.

1a.2.7.8 The selection committee may contact referees from the candidates' current or past educational or employment sphere with a view to verifying the candidates' competencies as set out in the vacancy notice. Members of the selection committee or the appointing authority competent to take the appointment decision in accordance with Annex VII, who are indicated as referees by candidates shall not be contacted to provide references.

1a.2.7.9 Completion of the selection procedure by the selection committee

Upon completion of its proceedings, the selection committee shall deliver to the appointing authority:

(a) the complete applications of all candidates as well as the selection committee´s assessment of the eligibility of candidates carried out in accordance with Article 1a.2.5.1;

(b) a selection report comprising the selection committee's assessment of the comparative merits of the candidates during the pre-selection phase, the selection committee's assessment of the comparative merits of the candidates who were invited to participate in the selection phase, and the reasoned assessment as regards the candidates' suitability for the position(s) to be filled;

(c) a list of candidates that may be deemed suitable; and

(d) a recommendation as to the candidate(s) to select for the position(s) to be filled, as the case may be.

1a.2.7.10 Decisions by the appointing authority

Based on the documents provided by the selection committee in accordance with Article 1a.2.7.9, the appointing authority shall draw up the list of suitable candidates. Candidates who are not placed on the list of suitable candidates shall be rejected by the appointing authority.

The list of suitable candidates shall be valid for a period of two years from the date it is drawn up by the appointing authority.

1a.2.7.11 Closure of the selection procedure

The ECB shall inform the candidates of the outcome of the selection procedure.

The proceedings of the selection committee are and remain confidential. Notwithstanding the confidentiality of the selection procedure, candidates shall be entitled to have access to their respective submissions in the selection procedure and the parts of the assessment relating to them including any reference information.

The selection committee and all persons involved in the selection procedure shall ensure the protection of candidates' personal data.

With the exception of security clearance documents, the Directorate General Human Resources shall keep all relevant selection related personal data for a period of two years from the closing date for applications.

1a.3.1

1a.3.1.1 The appointing authority shall decide on the appointment of staff to positions within the organisational structure of the ECB in accordance with the ECB position plan.

A position is a budgetary post reflected in the ECB position plan managed by the Directorate General Human Resources in compliance with the budgetary limits set by the Governing Council, and approved by the Executive Board from time to time.

Temporary appointments may be extended or made permanent, subject to organisational needs and budgetary constraints, provided that such decision to extend or make permanent a temporary appointment is taken prior to the expiry of the appointment. This shall not result in making permanent a temporary appointment to another position at a higher salary band without a prior selection procedure.

1a.3.1.2 In order to fill a position that is available for one year or longer, the appointing authority shall consider:

(i) whether to fill the position by internal horizontal mobility; and/or

(ii) whether to fill it by making use of a valid list of suitable candidates resulting from an internal selection procedure; and/or

(iii) whether to conduct an internal selection procedure for the purpose of filling the position; and/or

(iv) whether to propose the appointment of a short-term contract employee in accordance with the Rules for Short-term Employment under the ESCB-IO programme or to fill the position by making use of a valid list of suitable candidates resulting from an external selection procedure; and/or

(v) whether to conduct an external selection procedure for the purpose of filling the position.

1a.3.2 Where a selection procedure has been conducted to fill (a) position(s), the appointing authority may appoint the candidate(s) which they consider best suited for the position(s) from the list of suitable candidates drawn up for that selection procedure, taking into account the assessment by the selection committee as regards the candidate('s)' suitability for the position(s) to be filled and the recommendation of the selection committee as referred to in Article 1a.2.7.9..

1a.3.3 During the period of validity of a list of suitable candidates as a result of a previous selection procedure, the appointing authority may appoint a candidate placed on that list, in order to fill an identical position or a similar position. Before taking the appointment decision with respect to a similar position, the appointing authority may decide that additional interviews are necessary.

For the purposes of this provision, the following definitions apply:

(a) 'identical position' means a position at the same salary band and with the same responsibilities and requirements as those set out in the vacancy notice relating to the selection procedure as a result of which the list of suitable candidates was drawn up;

(b) 'similar position' means a position at the same salary band and which, despite some differences in the responsibilities, requires similar qualifications and/or experience, skills and competencies, to those set out in the vacancy notice relating to the selection procedure as a result of which the list of suitable candidates was drawn up.

1a.3.4 A member of staff may be appointed to another position at the same salary band in the context of internal horizontal mobility, in accordance with Article 2a.7.

1a.3.5 A member of staff may be appointed to another position resulting in a promotion either at a higher salary band or at a higher salary bracket, as the case may be, in accordance with Part 2A.

1a.3.6 Individuals may be appointed directly to positions of Counsellors to a member of the Executive Board or Counsellors to the Chair or Vice-Chair of the Supervisory Board, or to an ECB representative to the Supervisory Board, upon a proposal of the member of the Executive Board or the Chair or Vice-Chair of the Supervisory Board, or ECB representative to the Supervisory Board concerned. The direct appointment shall be limited in time and shall not extend beyond the term of office of the member of the Executive Board or the Chair or Vice-Chair of the Supervisory Board, or ECB representative to the Supervisory Board, as the case may be. This time limitation may be exceptionally extended by the appointing authority for transitional reasons.

1a.3.7 A position of Head of Business Area may be filled by a member of staff by means of a direct appointment where all the following conditions are met:

(a) the position cannot suitably be filled by way of internal horizontal mobility in accordance with Article 2a.7;

(b) the member of staff has outstanding qualifications and the highest merit, including very good management performance required for the position;

(c) the member of staff currently holds a position allocated to salary band J for an appointment to a position allocated to salary band K, or currently holds a position allocated to salary band K for an appointment to a position allocated to salary band L.

1a.3.8 Any appointment to managerial positions, outside of a selection procedure, shall require an assessment of leadership skills by an external provider, unless:

(a) the appointment is for a period of three months or less; or

(b) the appointee has a documented positive track record of managerial performance at the same level as the appointment.

1a.3.9 (a) Any appointment of a member of staff to a managerial position at a higher salary band shall be subject to a confirmation period. The same shall apply in case of a first appointment in a managerial position at the same salary band.

(b) The confirmation period shall be six months. Where the member of staff is prevented by illness, accident, maternity or, in exceptional circumstances, special leave from performing his/her duties for a period of more than one month, the appointing authority may extend the confirmation period accordingly.

(c) During the confirmation period, the appointing authority may decide not to confirm the appointment of the member of staff to the managerial position (hereinafter, the 'decision of non-confirmation'). Such decision shall be taken following careful review of a report concerning the performance of the member of staff in their managerial position, in particular in terms of the competencies and skills required for the position. Such report shall be prepared by the responsible Executive Board member for positions of Head of Business Area (salary band L and K) and at salary band M. It shall be prepared by the direct line manager and endorsed by the Head of the Business Area for positions at salary bands I to K (other than Head of Business Area).

(d) The decision of non-confirmation shall be duly substantiated, taking account of any observations which the member of staff has made.

(e) As a result of a decision of non-confirmation, the member of staff shall be reassigned to a position corresponding to his/her level prior to the non-confirmed appointment. Where the non-confirmation relates to a first appointment in a managerial position at the same salary band, the reassignment shall be to a non-managerial position at that level.

1a.3.10 ***Salary on appointment***[*]

1a.3.10.1 A candidate appointed as a result of an external selection procedure, in accordance with either Article 1a.3.2 or Article 1a.3.3, shall be placed by the appointing authority responsible for taking the appointment decision at the first step of the salary band, or, for positions allocated to one of the salary bands A to J, at the first step of the salary bracket of the salary band, set out in the vacancy notice of that external selection procedure, unless

---

[*] With regard to salary on appointment, the following transitional provisions shall apply to:
a) a member of staff promoted to another position allocated to one of the salary bands up to and including J band following an external selection procedure that commenced prior to 10 October 2019, or appointed to such a position, in accordance with Article 1a.3.3, from a valid list of suitable candidates resulting from such a selection procedure, shall be placed by the appointing authority either at the first step of the salary band set out in the vacancy notice or receive a salary increase of 3 %, whichever is higher;
b) an external candidate appointed to a fixed-term contract following an external selection procedure that commenced prior to 10 October 2019, or from a valid list of suitable candidates resulting from an external selection procedure that commenced prior to 10 October 2019, shall be placed at the first step of the salary band set out in the vacancy notice for that external selection procedure by the same appointing authority as determined in Annex VII to the Staff Rules to appoint as a result of a selection procedure.

otherwise provided in these Staff Rules or unless otherwise decided by the Executive Board with regard to the appointment of external candidates.

1a.3.10.2 The salary of a member of staff appointed, following an external selection procedure either in accordance with Article 1a.3.2 or in accordance with Article 1a.3.3, to another position within the ECB allocated to the same salary band as their current salary band shall remain unchanged, if placing that member of staff at the first step of the salary bracket of the salary band set out in the vacancy notice would result in a reduction of salary.

1a.3.10.3 A member of staff appointed to another position that is being filled using internal means shall be placed by the appointing authority responsible for taking the appointment decision at the first step of the salary band corresponding to the position that is being filled, unless otherwise provided in these Staff Rules.

1a.3.10.4 Internal horizontal mobility shall not lead to any changes in the basic salary of a member of staff.

1a.3.10.5 The salary of a member of staff following promotion shall be determined in accordance with Article 2a.14.

1a.3.10.6 An individual appointed directly to one of the positions listed in Article 1a.3.6 shall be placed by the appointing authority responsible for taking the appointment decision at the first step of the salary band corresponding to that position, unless otherwise provided in these Staff Rules or unless otherwise decided by the Executive Board with regard to external candidates or appointees.

PART 2 EMPLOYMENT RELATIONS

2.0 Conversion of contracts for a definite period

The provisions of Article 10(c) of the Conditions of Employment are applied as follows:

The following members of staff shall be eligible to an employment contract for an indefinite period (hereinafter the ‘convertible contracts’):

(a) members of staff assigned to a permanent and vacant post below the I band and engaged for a fixed period of three years; and

(b) members of staff assigned to a permanent and vacant post at the I band and above and engaged for a fixed period of five years.

Subject to the interest of the service, such contracts (hereinafter ‘convertible contracts’) may be converted in case of at least overall satisfactory performance of the member of staff over the period of the convertible contract. At least six months prior to the expiry of a convertible contract the decision whether or not to convert the contract shall be taken by:

(a) the Director General Human Resources or their Deputy, after having consulted the Director General or Director of the business area in which the member of staff assigned to a post below the I band is employed; or

(b) the Chief Services Officer, on behalf of the Executive Board, for members of staff assigned to a post at the I band or above.

2.0a Conditions for non-convertible fixed-term contracts and successive contracts

The provisions of Article 10(d) of the Conditions of Employment are applied as follows:

1. Non-convertible fixed-term contracts may be issued in the following cases:

   (a) against a non-vacant permanent post to replace a member of staff, in particular, but not exclusively, who is absent on maternity, parental or unpaid leave or due to part-time work. The maximum duration of these contracts shall be six years, with the possibility of extension for up to ten years for the same replacement;

   (b) against a vacant non-permanent post which meets one of the following conditions:

      (i) it has been created to address specific time-limited organisational needs. The maximum duration of these contracts shall be six years, with the possibility of extension for up to ten years if justified by the continuation of the specific organisational need;

      (ii) it relates to the performance of specific time-limited tasks linked to an extraordinary increase of workload related to exceptional circumstances affecting an area of work and which cause a justifiable need for specific skills during a limited period of time. The maximum duration of these contracts shall be six years;

      (iii) it requires on a recurrent basis up-to-date specialised knowledge in a specific field that is needed to perform specific tasks for a limited period of time and is not available internally within the ECB. The maximum duration of these contracts shall be six years.

2. The following restriction shall apply to the issue of non-convertible fixed-term contracts:

   The ECB may not conclude a non-convertible fixed-term contract with persons:

   (a) who have previously been or are employed with the ECB under the conditions of Article 2.0a.1(a) or 2.0a.1.(b)(i) for a period of up to 10 consecutive years, whether under one non-convertible fixed-term contract or under a succession of consecutive short-term and non-convertible fixed-term contracts; or

   (b) who have previously been or are employed with the ECB under the conditions of Article 2.0a.1(b)(ii) or (iii)for a period of up to six consecutive years, whether

under one non-convertible fixed-term contract or under a succession of consecutive short-term and non-convertible fixed-term contracts;

unless the person has not been in an employment relationship with the ECB (hereinafter the 'cooling-off period') for at least one third of the total duration of the preceding contract, including any extensions.

For the purposes of this provision, fixed and short-term employment contracts shall not be considered consecutive following a cooling-off period where there has been no employment relationship with the ECB for a period of at least one third of the duration of the preceding employment contract.

The provisions of Article 10(f) of the Conditions of Employment are applied as follows:
Non-convertible fixed-term contracts may be issued against a position of Counsellor to a member of the Executive Board or Counsellor to the Chair or Vice-Chair of the Supervisory Board, or to an ECB representative to the Supervisory Board. These contracts shall be for the duration of the term of office of the member of the Executive Board, or Chair or Vice-Chair of the Supervisory Board, or ECB representative to the Supervisory Board and may only be exceptionally extended for transitional purposes and for a maximum of two years.
The provisions of Article 10(g) of the Conditions of Employment are applied as follows:

Non-convertible fixed-term contracts may be issued against the position of ECB Data Protection Officer. Such contracts shall be of a duration of three to five years and may be extended within the overall limit of ten years laid down in the Conditions of Employment.

The provisions of Article 10(h) of the Conditions of Employment are applied as follows:
A non-convertible fixed-term contract may be issued against the position of Mediator with regard to an individual who has not been employed by the ECB during the five year period preceding the date of their appointment as Mediator. Such contract shall be of a duration of four years and may be renewed once only, within the overall limit of eight years laid down in the Conditions of Employment.

2.1 Probationary period

The provisions of Article 10(b) of the Conditions of Employment are applied as follows:

2.1.1 Appointments shall be subject to a probationary period of six months unless the Chief Services Officer, on behalf of the Executive Board, decides to waive the probationary period. In exceptional circumstances the Chief Services Officer, on behalf of the Executive Board, may determine a probationary period longer than six months as set out in 2.1.2(a) below.

2.1.2 When the probationer is prevented by illness, accident, maternity or, in exceptional circumstances, special leave from performing his/her duties for a period of more than one month, the Chief Services Officer, on behalf of the Executive Board, may extend the probationary period accordingly.

In addition, on behalf of the Executive Board, the Chief Services Officer may, in exceptional circumstances,

(a) extend the probationary period up to a maximum of twelve months; or

(b) extend the probationary period up to a maximum of twelve months and assign the probationer to another function.

2.1.3 On behalf of the Executive Board, during the probationary period the Chief Services Officer may terminate the contract, giving one month's notice, should the probationer's performance or suitability prove inadequate.

The probationer may resign at any time during the probationary period, giving one month's notice, unless otherwise agreed.

On behalf of the Executive Board, the Chief Services Officer may release a probationer from actual duty during his/her period of notice.

2.2 Termination of contract

The provisions of Article 11 of the Conditions of Employment are applied as follows:

2.2.1 Contracts shall be terminated in writing.

2.2.2 In the event of dismissal for gross misconduct, contracts may be terminated by the Executive Board for members of staff at salary band J or above, or the Chief Services Officer, on behalf of the Executive Board, for members of staff at salary bands A to I, either without notice or with reduced notice.

2.2.3 The period of notice shall in no case run beyond the normal end of the contract.

2.2.4 A member of staff may be released from actual duty during his/her period of notice by a decision of the Executive Board for members of staff at salary band J or above, or by the Chief Services Officer, on behalf of the Executive Board, for members of staff at salary bands A to I.

PART 2A PROFESSIONAL DEVELOPMENT

Performance management and development

2a.1 Participants and reference period

The key participants in the performance management and development process are:

(a) the reviewee, who is the member of staff for whom objectives are set and who is subject to the interim or annual review;

(b) the first reviewer, who is the person who supervises the reviewee's work, which:

(i) for the purposes of objective setting and for the interim review, is the person supervising the reviewee either on the date of the discussion regarding the objective setting or on the date of the interim review, as the case may be; and

(ii) for the purpose of the annual review, is the person supervising the reviewee's work at the end of the reference period;

(c) the second reviewer, who is the first reviewer's direct line manager. Upon a proposal by the head of the business area in which the reviewee works, the Director General Human Resources or their Deputy, or the Chief Services Officer for staff working in the Directorate General Human Resources, may decide that a staff member other than the first reviewer's direct line manager shall be the second reviewer, or – in exceptional cases - that there shall be no second reviewer.

The reference period for the regular performance management and development shall be the period from 1 September of each year until 31 August of the following year. When a reviewee's employment with the ECB starts after 1 September, the reference period for the regular assessment of performance and development shall begin on the first day of employment and end on the next 31 August.

2a.2 Annual objective setting

The first reviewer shall assign to every reviewee, based on their required competencies and skills, objectives to be achieved and professional development activities to be carried out during the reference period. Insofar as possible, this assignment shall be made pursuant to a proposal from the reviewee and a discussion between the reviewee and the first reviewer.

2a.3 Interim review

An interim review shall take place at least once within the reference period, insofar as possible through a discussion between the reviewee and the first reviewer. The aim of the interim review is to assess the reviewee's professional development and the progress made towards the assigned objectives. The interim review shall also take into account significant changes to the assigned objectives. In the event that the reviewee has not been in the service of the ECB, as defined in Article 2a.4.2, for a significant part of the reference period, the first reviewer may decide not to hold an interim review in respect of that reference period.

2a.4 Annual review

2a.4.1 For the purposes of the annual review, the first reviewer shall collect from third parties input relative to the reviewee's past performance if the reviewee has worked with such third parties to a significant extent within the reference period. The first reviewer shall take this input into consideration in the review.

2a.4.2 An annual review covering the previous reference period shall be carried out in respect of every member of staff who was in service for at least three months during that reference period.

For the purposes of calculating this minimum three month period of service:

- periods of secondment, annual leave, special leave, maternity and adoptive leave, and sick leave, shall be considered as periods of service;
- periods of unpaid parental leave and unpaid leave, except unpaid leave taken in connection with special leave in accordance with Articles 5.10.2 and 5.10.3, shall not be considered as periods of service;
- the time during which a member of staff is on full time dispensation for reasons relating to staff representation shall only be considered as a period of service if the staff representative so requests.

2a.4.3 The aim of the annual review is to assess the reviewee's performance during the reference period, relative to the required competencies and skills, the assigned objectives and professional development activities. This assessment shall take place insofar as possible through discussions held, respectively, between the reviewee and the first reviewer and between the reviewee and the second reviewer, and shall relate solely to the reviewee's performance without comparing it to that of other members of staff.

2a.5 Completion of forms

2a.5.1 On conclusion of the annual review and objective setting the reviewee and the first reviewer shall complete the annual review form, and the first and second reviewers shall each provide a summary of the assessment carried out pursuant to Article 2a.4.3. The completed annual review form shall be stored in the ECB's internal electronic system.

2a.5.2 Each annual review form stored in the ECB's internal electronic system shall constitute an integral part of the reviewee's personal file in accordance with Article 1.1.1. Reviewers and managers of the reviewee in the reporting line up to Head of Business Area level, as well as persons managing the performance management and development process within the Directorate General Human Resources, shall have access to these annual review forms for a maximum period of five years from their date of completion, exclusively for the purpose of performance management and development management. The forms shall be retained for a maximum period of ten years commencing on the date of their completion.

2a.5.3 If the annual review results in an assessment of underperformance on the part of the reviewee, the first reviewer shall include the elements set out in Article 8.5.2 in the annual review form. Where a second consecutive annual review establishes underperformance an underperformance procedure may be initiated as provided for in Article 8.5.

2a.6 Rights and duties

2a.6.1 Throughout all stages of the performance management and development process set out in this Part, reviewees shall have the right: (a) to submit observations to their reviewers which will be included in the review form; and (b) to involve the Directorate General Human Resources, a Social Counsellor or a Staff Representative in the event of disagreement with their reviewers.

Reviewees shall also have the duty: (a) to cooperate with their reviewers and with the Directorate General Human Resources, although failure to do so shall not prevent completion of the process; and (b) to close their annual review form within two weeks after receiving it from the second reviewer, or from the first reviewer if there is no second reviewer, and if this not done the Directorate General Human Resources is entitled to close the annual review form.

2a.6.2 The second reviewer shall intervene in the event of disagreement between the reviewee and the first reviewer.

2a.6.3 Staff representatives who are on full time dispensation during an entire reference period, and who do not expect to be on full time dispensation during the next reference period, may ask their line manager for the annual objective setting to be conducted in advance.

2a.7 Mobility

2a.7.6 *Internal horizontal mobility*

2a.7.6.1 Internal horizontal mobility shall take place at the same salary band by decision of the appointing authority, either by horizontal transfer or by reassignment with the position to another organisational unit of the internal structure of the ECB.

2a.7.6.2 Internal horizontal mobility requires that the tasks to be performed in the position are appropriate to the staff member's salary band, and one of the following:

(a) the position is filled from within the same business area;

(b) a member of staff has expressed interest for the horizontal transfer and is considered best suited for the position;

(c) the internal horizontal mobility is in the interest of the service.

2a.7.6.4 Internal horizontal mobility is excluded for members of staff who have been appointed directly to positions of Counsellors to a member of the Executive Board or Counsellors to the Chair or Vice-Chair of the Supervisory Board, or to an ECB representative to the Supervisory Board.

2a.7.6.5 [deleted]

2a.7.7 [deleted]

2a.7.8 External mobility of members of staff shall take place by way of unpaid leave for mobility in accordance with Article 5.12.1a(b) and/or external secondment in accordance with the rules laid down in Annex VI.

Promotion

2a.8 Definitions and general provisions

2a.8.1 In relation to promotion, the following definitions shall apply:

(a) 'promotion' means a vertical career progression within or across salary bands;

(b) 'salary bracket' means a sub-division of a salary band or broadband as specified in Annex VIII;

(c) 'promotion procedure' means the procedure laid down in Articles 2a.11.3 to 2a.11.8;

(d) 'readiness' means the demonstrated ability of a member of staff eligible to participate in a promotion procedure to perform tasks at the level of the next salary band in terms of behavioural competencies and contribution;

(e) 'readiness report' means a report, prepared in accordance with Article 2a.11.6, assessing the readiness of a member of staff who is eligible to participate in a promotion procedure in accordance with Article 2a.11.1;

(f) 'salary band of current position' means the salary band of the position currently held by a member of staff or the position referred to in Article 2a.8.3;

(g) 'promotion opportunity' means an opportunity for promotion to the next salary band of current position in accordance with Article 2a.11, based on available budgetary resources and organisational needs that are identified at a particular salary band and for a particular role profile, and, where organisational needs also require, identified by a specialisation of the role profile and/or organisational unit;

(h) 'role profile' means a generic description of the work carried out in a professional field across the ECB, comprising the purpose of the role, key results areas, and typical tasks to be performed in that role at different salary bands;

(i) 'reference period of readiness' means five years preceding the year when the promotion procedure is launched.

2a.8.2 The Heads of Business Area referred to in Part 2A of these Staff Rules shall be the same as the area heads who decide on Annual Salary and Bonus Review (ASBR) in accordance with Annex I to the Conditions of Employment.

2a.8.3 For the purposes of Part 2A of these Staff Rules, the salary band of the position held by a member of staff, who is in one of the following situations, shall be:

(a) the salary band of the *ad personam* promotion, for members of staff that have been promoted *ad personam* in accordance with Administrative Circular 1/2011;

(b) the salary band of the position held prior to the promotion, for members of staff promoted by a direct appointment to a position that needed to be filled for a period of less than one year;

(c) the salary band to which members of staff have been promoted, for members of staff that have been promoted in accordance with Article 2a.11.

2a.9 Categories of promotion

2a.9.1 Members of staff may be promoted to a higher salary bracket as a result of:

(a) salary steps awarded to them, in accordance with the applicable ASBR guidelines, as part of the annual ASBR exercise, in accordance with Article 2a.10;

(b) an appointment to a position at a higher salary bracket as a result of an external selection procedure either in accordance with Article 1a.3.2 or in accordance with Article 1a.3.3.

2a.9.2 Members of staff may be promoted to a higher salary band by being:

(a) appointed to a position at a higher salary band as a result of a selection procedure either in accordance with Article 1a.3.2 or in accordance with Article 1a.3.3;

(b) directly appointed to a position that needs to be filled for a period of less than one year, in accordance with Article 2a.12;

(c) directly appointed to one of the following positions: (i) Counsellor to a member of the Executive Board; (ii) Counsellor to the Chair of the Supervisory Board; (iii) Counsellor to the Vice-Chair of the Supervisory Board; (iv) Counsellor to an ECB representative to the Supervisory Board; (v) Head of Business Area, in accordance with the rules laid down in Part 1A of these Staff Rules.

2a.9.3 In addition, members of staff with contracts for an indefinite period or convertible contracts may be promoted to the next salary band while still holding their current position by decision of the appointing authority following a promotion procedure, in accordance with Article 2a.11.

2a.9.4 Staff representatives may be promoted according to the Staff Rules, which shall apply to them as specified or supplemented by Annex IX.

2a.10 Promotion to the next salary bracket of current position

Pursuant to Article 2a.9.1(a), members of staff shall be promoted to the next

salary bracket of the salary band of their current position, if the following conditions are fulfilled:

(a) they hold positions at the salary bands A to J;

(b) they were awarded, as part of the annual ASBR exercise, in accordance with the ASBR guidelines, a number of salary steps that result in them advancing to the next salary bracket within the salary band of their position.

2a.11 Promotion to the next salary band of current position

2a.11.1 Eligibility for the promotion procedure

2a.11.1.1 [**]Members of staff with contracts for an indefinite period or convertible contracts shall be eligible to participate in a promotion procedure if:

[**] With regard to promotion procedures launched in accordance with Article 2a.11 of the Staff Rules prior to 1 January 2024, members of staff who have been at the last step of their salary band for at least three years, calculated on the date the promotion procedure is launched, shall be considered to meet the condition under Article 2a.11.1.1(b)(iv) if, at least in their last ASBR exercise, their contribution was assessed as corresponding to the highest ASBR range of awards according to the applicable ASBR guidelines and, in the previous two ASBR exercises their contribution was not assessed as 'underperformance', in accordance with the applicable ASBR guidelines.

(a) a promotion procedure is launched in their business area in accordance with Article 2a.11.3; and

(b) the following conditions are fulfilled when the promotion procedure is launched:

(i) they hold positions at salary bands A to F/G and have reached the highest bracket of that salary band;

(ii) they hold positions at the salary bands immediately below the salary bands at which the promotion opportunities have been identified in their business areas;

(iii) they are working or they are on maternity leave, adoptive leave, paid parental special leave (hereinafter 'parental special leave') or unpaid parental leave or on external secondment in accordance with the rules laid down in Annex VI, and have not resigned or signed a termination agreement with the ECB in accordance with Annex V;

(iv) they have demonstrated a continuously high contribution, as defined and specified in Article 2a.11.1.2.

2a.11.1.2 [***]Members of staff shall be considered to have met the condition under Article 2a.11.1.1(b)(iv) if, in their last three ASBR exercises, the average of the number of salary steps awarded to them was at least eight.

In any of the last three ASBR exercises in which members of staff were promoted to the next salary bracket, in accordance with Article 2a.10, as a result of being awarded more than 14 salary steps, the number of salary steps counted for the average shall be 14.

For members of staff whose average number of salary steps awarded in their last three ASBR exercises was not eight or more, and who, in one or more of their last three ASBR exercises, were not eligible for the award of salary steps or could not be awarded eight or more steps, due to being close to or at the top of their salary band, the condition is considered as met if: (a) the contribution of that member of staff was assessed as "high contribution", in accordance with the applicable ASBR guidelines for that/those years; and (b) in the preceding, if any, one or two ASBR exercises, the number of salary steps awarded to them in an ASBR exercise or their average was at least eight.

2a.11.2 Grounds for promotion

2a.11.2.1 Members of staff who are eligible to participate in a promotion procedure in accordance with Article 2a.11.1 may be promoted to the next salary band while holding their current position, taking into account the identified promotion opportunities in their business area, where their readiness has been confirmed in a promotion procedure and in accordance with the provisions of Article 2a.11.2.2.

[***] For the application of Article 2a.11.1.2, whenever the award resulting from the 2018 ASBR exercise is taken into account, the reference to 'high contribution' shall be read as reference to 'outstanding contribution' in line with 2018 ASBR guidelines.

2a.11.2.2 Where two or more members of staff are considered to have equal readiness for the same promotion opportunity, consideration shall be given to the following additional factor: diversity of gender and/or nationality at the salary band to which the members of staff concerned are being considered for promotion.

2a.11.3 Launch of the promotion procedure

2a.11.3.1 A promotion procedure shall be launched only in the business areas where promotion opportunities have been identified, at salary bands up to and including salary band H, and only after the ASBR award of the previous year has taken effect.

2a.11.3.2 It shall be launched by the Directorate General Human Resources by publishing a communication on the intranet.

2a.11.4 List of members of staff eligible to participate in a promotion procedure

2a.11.4.1 After launching the promotion procedure in accordance with Article 2a.11.3, the Directorate General Human Resources shall check the eligibility to participate in the promotion procedure of members of staff of the business areas in which the promotion procedure is launched.

The appointing authority shall approve the list of members of staff eligible to participate in the promotion procedure.

2a.11.4.2 After the list of members of staff eligible to participate in the promotion procedure has been approved, the Directorate General Human Resources shall do the following:

(a) provide each of the Heads of the business areas in which a promotion procedure is launched with the list of their members of staff eligible to participate in the promotion procedure;

(b) notify the members of staff that are eligible to participate in the promotion procedure of the names of the two members of staff that will prepare the readiness report.

2a.11.5 Phases of the promotion procedure

The promotion procedure shall consist of two phases: the first phase, when a readiness report is prepared for each member of staff eligible to participate in the promotion procedure and, a second phase, when a promotion calibration meeting is held and a reasoned proposal for promotion is made to the appointing authority.

2a.11.6 The first phase of the promotion procedure

2a.11.6.1 Two members of staff holding positions at salary band I or above shall prepare a readiness report for each member of staff eligible to participate in the promotion procedure, unless a member of staff explicitly requests to be excluded from the promotion procedure.

2a.11.6.2 One of the members of staff preparing the readiness report shall be in the reporting line of the member of staff concerned, unless otherwise provided in these Staff Rules.

2a.11.6.3 The two members of staff preparing the readiness report shall be designated by the Head of Business Area in which the member of staff concerned works or their Deputy.

2a.11.6.4 [deleted]

2a.11.6.5 A readiness report shall include an assessment of the behavioural competencies and contribution of the member of staff concerned, demonstrated within the reference period of readiness, relative to all of the following and having due regard to the elements identifying the promotion opportunities in the business area concerned:

(a) the ECB's behavioural competencies, as approved by the Executive Board, relevant for the next salary band;

(b) the expected contribution of members of staff in terms of typical tasks relevant for the next salary band, as laid down in the role profiles identifying the promotion opportunities in the business area concerned.

2a.11.6.6 A readiness report shall also include feedback on the competencies and contribution of the member of staff concerned, as determined under Article 2a.11.6.5. The feedback shall be provided by two members of staff holding positions at salary band H or above. They will be designated by the members of staff preparing the readiness report based on a proposal on which the member of staff concerned shall be granted the opportunity to make observations.

The member of staff concerned shall be given five working days to make observations, if any, on the proposal concerning the two members of staff holding positions at salary band H or above to be designated in accordance with the first paragraph.

The members of staff preparing the readiness report shall then be responsible for requesting the feedback from the members of staff designated in accordance with the first paragraph.

2a.11.6.7 The readiness report shall take into account relevant information from the available annual review forms of the reference period of readiness. For this purpose and without prejudice to Article 2a.5.2, the members of staff preparing the readiness report shall be granted access to the available annual review forms of the reference period of readiness.

2a.11.6.8 Members of staff shall be given five working days to make observations on the readiness report concerning them and provide any additional information.

2a.11.6.9 The Directorate General Human Resources' representative participating in the promotion procedure shall receive and circulate the readiness reports and the related observations of the members of staff concerned, provided under Article 2a.11.6.8, if any, to the participants in the promotion calibration meeting.

2a.11.7 The second phase of the promotion procedure

2a.11.7.1 The participants in a promotion calibration meeting shall be: a Directorate General Human Resources' representative designated by the Director General Human Resources; at least one of the two members of staff that have prepared a readiness report; the Head of Business Area or their Deputy; and managers and/or other members of staff that hold

positions at salary band I and above from the business area in which the member of staff eligible to participate in the promotion procedure works, as designated by their Head of Business Area or their Deputy in advance.

The Directorate General Human Resources' representative may be at the same or a lower salary band than that of the promotion(s) being discussed.

2a.11.7.2 The Directorate General Human Resources' representative may organise joint promotion calibration meetings of two or more business areas to the extent that is necessary and appropriate.

2a.11.7.3 The Directorate General Human Resources' representative shall facilitate discussion during the promotion calibration meeting and, where necessary, provide guidance regarding the Staff Rules to ensure that the participants comply with these Staff Rules.

2a.11.7.4 In relation to each promotion opportunity and for each member of staff concerned, the participants in the promotion calibration meeting shall consider the readiness report, observations received in accordance with Article 2a.11.6.8, and new factual issues, if any, that: (a) are raised by participants in the promotion calibration meeting during their discussions; (b) relate to the member of staff's behavioural competencies and contribution level as determined under Article 2a.11.6.5; and (c) were not specified in that member of staff's readiness report.

2a.11.7.5 If two or more members of staff are considered for the same promotion opportunity, the participants in the meeting shall calibrate the assessments on their readiness on the basis of the readiness reports, observations received in accordance with Article 2a.11.6.8, and new factual issues, if any, that meet the conditions set out in Article 2a.11.7.4, taking into account the elements identifying the promotion opportunity. Thereafter the participants shall proceed to a comparative examination of the readiness of the members of staff concerned.

In the event of this examination resulting in two or more members of staff being of equal readiness, due consideration shall be given to the additional factor specified in Article 2a.11.2.2.

2a.11.7.6 The deliberations in the promotion calibration meeting shall be confidential. Notwithstanding this confidentiality, the members of staff participating in the promotion procedure shall be entitled to have access to the parts of the documents that relate to them.

2a.11.7.7 At the end of the promotion calibration meeting, the participants in the meeting shall submit to the appointing authority a reasoned proposal for promotion which shall include as a minimum:

(a) a list of members of staff proposed for promotion to the next salary band of their current position;

(b) a list of members of staff not proposed for promotion to the next salary band of their current position;

(c) for each member of staff listed under paragraphs (a) and (b) of this Article, any new factual issues that: (i) were raised by participants in the promotion calibration meeting during their discussions; (ii) relate to the member of staff's behavioural competencies and contribution level as determined under Article 2a.11.6.5; and (iii) were not specified in that member of staff's readiness report;

(d) reasons for the proposal, including a confirmation of readiness of the members of staff listed according to paragraph (a).

2a.11.7.8 Any member of staff participating in the promotion procedure who is not proposed for promotion shall be given five working days to provide observations on any new factual issues that concern them and have been included in the reasoned proposal in accordance with Article 2a.11.7.7(d).

2a.11.7.9 The Directorate General Human Resources' representative shall submit the reasoned proposal for promotion, and make available the documentation concerning all members of staff eligible to participate in the promotion procedure, to the appointing authority.

2a.11.8 Promotion decision

2a.11.8.1 The appointing authority shall take a decision on promotion of members of staff taking into consideration the grounds for promotion laid down in Article 2a.11.2.

2a.11.8.2 The appointing authority shall be a party other than the two members of staff preparing the readiness report or any of the participants in the promotion calibration meeting.

2a.11.8.3 The effective date of promotion shall be determined by the appointing authority on the basis of a proposal from the Head of Business Area of the business area in which the member of staff concerned works or their Deputy.

2a.11.8.4 The Directorate General Human Resources shall notify, in written or electronic form, all members of staff eligible to participate in a promotion procedure about the outcome of the promotion procedure whether or not it results in a promotion.

2a.11.8.5 The list of members of staff promoted to the next salary band shall be published on the intranet.

2a.12 Promotion to a higher salary band for a period of less than one year

For a period of less than one year, the appointing authority may promote a member of staff who has the required professional qualifications, skills and competencies to cover justified business needs of a period of less than one year.

2a.14 Effects of promotion

2a.14.1 Effects of promotion to a higher salary bracket

2a.14.1.1 On the date on which the promotion based on Article 2a.10 takes effect, members of staff promoted to the next salary bracket of the salary band of their current position shall benefit from the following:

(a) an increase in their basic salary in accordance with the number of salary steps awarded as part of the annual ASBR exercise in accordance with the applicable ASBR guidelines;

(b) a bonus granted as part of the annual ASBR exercise in accordance with the applicable ASBR guidelines;

(c) for salary bands up to and including H band, the award of a prefix to the job title corresponding to the higher salary bracket, in accordance with Annex VIII.

2a.14.1.2 On the date on which promotion takes effect, members of staff promoted to a higher salary bracket of the salary band of their position as a result of an external selection procedure either in accordance with Article 1a.3.2 or in accordance with Article 1a.3.3, shall benefit from the following:

(a) an increase in their basic salary to the first step of the salary bracket set out in the vacancy notice;

(b) for salary bands up to and including H band, the award of a prefix to the job title corresponding to the higher salary bracket, in accordance with Annex VIII.

2a.14.2 Effects of promotion to a higher salary band

2a.14.2.1 On the date on which promotion takes effect, members of staff promoted to a higher salary band shall benefit from the following:

(a) (i) an increase in their basic salary to the first step of the next salary band or by 3 %, whichever is higher; or

(ii) an increase in their basic salary to the first step of the higher salary band or, where applicable, to the first step of the salary bracket of the higher salary band, set out in the vacancy notice of the position to which the member of staff is promoted, or by 3 %, whichever is higher; and

(b) a (new) job title corresponding to the higher salary band and, where applicable, salary bracket.

2a.14.2.2 With the exception of a promotion under Article 2a.11, following which members of staff promoted continue to hold their current position, a promotion to a higher salary band shall entail the appointment of the promoted member of staff to a position at a higher salary band by the relevant appointing authority.

2a.15 The provisions of Articles 2a.1 to 2a.14 shall not apply to the Mediator.

PART 3 BASIC SALARY AND ALLOWANCES

3.1 General principles

3.1.1 Whenever

- a member of staff does not serve a full month, or
- changes in the employment situation have occurred,

salaries and allowances shall be pro-rated based on the actual number of days worked in relation to the total number of working days for that period, unless otherwise stated in these Rules.'

3.1.2 Allowances shall be paid up to a maximum of two years retroactively from the month of submission of the claim and upon provision of the full documentation. Where the claim is not completed within two months from its submission, the claim shall be rejected as incomplete unless documents cannot be provided on time for reasons beyond the control of the member of staff.

The ECB shall pay retroactively to the members of staff all amounts due under fully documented claims submitted by the members of staff on time.

3.1.3 The ECB may verify the eligibility of members of staff for allowances at any time. Members of staff shall retain evidence of their eligibility for five years from the date when the allowance is claimed or the date from when it is paid, whichever is later, and furnish such evidence to the ECB upon request.

Members of staff shall reimburse to the ECB salaries and allowances that have been paid although the member of staff did not fulfil the conditions.

3.1.4 The provisions of Article 12 of the Conditions of Employment are applied as follows:

3.1.4.1 Any reference to salary bands in these Staff Rules includes salary broadbands as defined in Annex I to the Conditions of Employment.

3.1.4.2 Salary bands A to J shall be divided into salary brackets in accordance with Annex VIII.

3.2 Salary payment

3.2.1 Members of staff are paid on the 15th of each month unless this date falls on a weekend or a public holiday observed by the ECB, in which case payment will be made on the nearest working day immediately before this date. Payments will be effected by direct credit to a Single Euro Payments Area (SEPA) compliant bank account. Members of staff may request to have part of their monthly net standard salary paid into a second SEPA compliant bank account.

A statement of earnings (salary, allowances, etc.), deductions and the resultant net amount payable shall be made available to members of staff in the ECB personnel management system on or shortly before pay day.

3.3 Entitlement to the payment of allowances by the ECB

3.3.1 Members of staff shall furnish evidence of their entitlement to allowances prior to any payment being made by the ECB.

3.3.2 Members of staff shall inform the ECB without delay of any change in their circumstances that might affect their entitlements.

3.3.3 For serving members of staff, entitlement to the allowances shall take effect from the beginning of the month in which the entitlement commences. On cessation of such entitlement, the serving members of staff shall receive the sums due until the last day of the month in which entitlement ceases unless otherwise stated in these rules.

For new members of staff, the entitlement shall take effect from the date of their appointment.

3.3.4 Deductions in respect of the receipt of allowances from another source shall not affect the calculation of the member of staff's expatriation allowance or the calculation of the member of staff's tax liability.

3.3.5 Married couples or recognised partners who are both members of staff of the ECB shall be considered as a single household for entitlements to allowances. Where relevant, entitlements shall be based on the higher salary.

3.4 Recognition of non-marital partners

3.4.1 Non-marital partnerships shall be recognised provided that the conditions listed below are fulfilled.

(a) Neither partner may be engaged in a marital relationship.

(b) There must be no blood relationship in the first or second line between partners.

(c) The couple:

- produces a legal document recognised as such by a Member State of the European Union or one of the accession countries acknowledging their status as non-marital partners; or
- provides evidence that they are recognised as non-marital partners for the purposes of taxation and/or social security in a Member State of the European Union or one of the accession countries; or
- provides evidence that they are recognised as non-marital partners by the national central bank or the national competent authority of a Member State of the European Union, or the national central bank or national competent authority of one of the accession countries from which one or both partners is/are seconded; or

- produces documentation showing to the satisfaction of the ECB that:
  (i) they have cohabited and formed a household for at least the last two years; and
  (ii) they currently cohabit and form a household.

(d) The couple shall complete a non-marital partnership request form provided by the Directorate General Human Resources. This form must be submitted to the Directorate General Human Resources, together with the supporting documentation indicated under point (c). The partnership shall be recognised a maximum of three months retroactively from the date of the submission of the complete documentation.

3.4.2 The ECB may periodically ask for reconfirmation of the status of non-marital partners.

3.4.3 The dissolution of the partnership must be notified immediately in writing to the Directorate General Human Resources.

3.5 Household allowance

The provisions of Article 15 of the Conditions of Employment shall be applied as follows:

3.5.1 For the purpose of the income threshold laid down in Article 15 of the Conditions of Employment, “gross annual income” means income originating, in the calendar year preceding that in respect of which eligibility is assessed, from employment or self-employment, from income replacement (e.g. maternity allowance, parental allowance, social security benefits and unemployment allowance, but not payments representing reimbursement of expenses) or from a pension, before tax and before the deduction of social security contributions. In this context, investment income or income from capital gains is not considered income.

3.5.2 Evidence of income must be provided. This may be, for example, the latest tax declaration and salary statement, where relevant, or any other document which the ECB would consider as appropriate and acceptable.

3.5.4 Where both spouses or recognised partners are members of staff of the ECB and earning less than the limit, the household allowance shall be paid to the member of staff with the higher salary.

3.5.5 A member of staff who is widowed, divorced, legally separated or unmarried shall be entitled to the household allowance if they have dependent children within the meaning of Article 3.6.1.

3.5.6 A member of staff who is divorced or legally separated shall retain their entitlement to the household allowance if they have to contribute to the maintenance of their former spouse/former recognised partner by virtue of the terms of the divorce/legal separation agreement.

3.6 Child allowance

The provisions of Article 16 of the Conditions of Employment shall be applied as follows:

3.6.1 'Dependent child' shall mean

(a) the legitimate, natural or adopted child of a member of staff or of his/her spouse or recognised partner;

(b) a child in the custody of a member of staff for whom the member of staff has lodged an application of adoption with the competent national authority; or

(c) a child of the former spouse or former recognised partner of a member of staff but not of the member of staff, who resides in the member of staff's household. Temporary residence elsewhere for the purpose of attendance at an educational establishment or for medical purposes shall be considered as residence in the member of staff's household.

In addition, the child must:

(i) be under 26 years;

(ii) reside in the member of staff's household or the member of staff is contributing financially towards the child's upbringing;

(iii) not receive a gross annual income (as defined in Article 3.5.1) in excess of EUR 14,619 in the current calendar year;

(iv) not be on military or alternative service;

(v) not be married or a partner in a registered partnership.

Members of staff shall report to the ECB in a timely manner any changes to the above conditions which may give rise to a change in entitlement. When the change relates to the income condition referred to in point (iii), the payment of the child allowance shall be stopped from the moment when the change of income takes effect.

3.6.2 Not more than one child allowance shall be paid by the ECB in respect of any one dependent child.

3.6.3 When a dependent child must attend compulsory military or alternative service before the child reaches the age of 26, the age limit referred to in point (i) of Article 3.6.1 shall be extended by the duration of the military or alternative service.

3.6.4 The following conditions shall apply with regard to a child who suffers from a serious illness or disability which is recognised by the ECB's Medical Adviser up to either the age limit mentioned in Article 3.6.1(i) or in Article 3.6.3:

(a) in the case of a child under 26 years of age, the child allowance shall be doubled;

(b) in the case of a child over 26 years of age, when expenditure linked to the ascertained disability, less any reimbursement, amounts to more than 20% of the taxable income of the member of staff, the child allowance shall be doubled. Costs

considered to be related to the disability may be direct costs, such as special schooling fees, special medical treatment not covered by a medical scheme, special equipment, transport or housing facilities, or indirect costs, such as a parent needing to resign from a paid job in order to take care of the child. A lower threshold may be fixed on a case by case basis when justified by personal and/or family circumstances;

(c) when the conditions mentioned in point (b) are not satisfied, in the case of a child over 26 years of age the normal child allowance may be granted for a fixed term on the basis of a proposal by the ECB's Medical Adviser.

The child allowance herein provided for shall be payable on application. It shall be granted on the basis of a proposal by the ECB's Medical Adviser and it shall cease to be paid when the ECB's Medical Adviser confirms that the serious illness or disability no longer exists.

Medical documents establishing that a child is suffering from a serious illness or disability shall be sent in a sealed envelope to the ECB's Medical Adviser, who shall confirm to the Directorate General Human Resources the existence of such an illness or disability. For children over 26 years of age, evidence of expenses linked to the ascertained illness or disability must also be provided.

The ECB's Medical Adviser shall be entitled to examine and periodically re-examine the child, to refer the child for a specialist opinion if required and with the consent of the member of staff to ask the doctor of the member of staff's child for relevant information. The ECB's Medical Adviser shall be informed of any change in the medical situation of the child concerned which may influence the member of staff's entitlement.

In the event of a disagreement between the ECB's Medical Adviser and the doctor of the member of staff's child, both doctors shall appoint by mutual agreement a qualified specialist to act as arbitrator.

The ECB shall adopt the arbitrator's recommendation.

3.6.5 In the event of reversion to dependent child status after loss of entitlement to the child allowance, payment of the allowance is granted again on production of evidence that the relevant conditions are met, until entitlement to the allowance in accordance with the above articles ceases.

3.6.6 Where both parents are members of staff, the allowance is paid to the member of staff with the higher salary, unless the parents choose otherwise. In the event of separation or divorce, the allowance is paid to the parent who has the child in his/her household, unless the parents lodge a common request for payment to one of them with the Directorate General Human Resources.

3.6.7 [deleted]

3.7 Expatriation allowance

The provisions of Articles 17 and 18 of the Conditions of Employment shall be applied as follows:

3.7.1 In determining a member of staff's entitlement to an expatriation allowance, where they are not and have never been a national of the State in whose territory their place of employment is situated, the following periods shall not be taken into account:

(a) periods of work within the State in whose territory his/her place of employment is situated, where the work was carried out for another State or for an international organisation; and

(b) periods of education or training within the State in whose territory his/her place of employment is situated, if during that time his/her main residence remained in another country.

3.7.2 In determining a member of staff's entitlement to an expatriation allowance where they are or have been a national of the State in whose territory their place of employment is situated, the following periods shall not be taken into account:

(a) periods of work outside the State in whose territory their place of employment is situated, where the work was carried out for this State or for an international organisation; and

(b) periods of education or training outside the State in whose territory their place of employment is situated, if during that time their main residence remained within this State.

3.7.3 The condition of habitual residence for an entire period shall be deemed fulfilled even if that period has been interrupted for a period not exceeding six months by short-term employment or secondment, study, military or alternative service, training periods, holidays, etc.

3.7.4 When a member of staff has dual nationality including that of the State in whose territory his/her place of employment is situated, the latter shall determine his/her entitlements.

3.8 Education allowance

The provisions of Article 19 of the Conditions of Employment are applied as follows:

3.8.1 'Regular full-time attendance at a primary, secondary or higher educational establishment' means:

(a) education, or vocational training; or

(b) professional training following theoretical training, which is legally required for admission to a profession.

It shall consist of a minimum of sixteen hours of lessons and/or practical work per week for a minimum period of three months in any school year. School holidays shall not be considered as a break in the studies. Training must be pursued in or under the supervision

of educational establishments which are organised or recognised by a competent public authority and must lead to an official qualification or be legally required for admission to a profession.

3.8.2 One of the following must be provided as evidence of full-time attendance at an educational establishment:

(a) in the case of primary and secondary education, a certificate of registration or an invoice for tuition or registration fees to be provided once each school year;

(b) in the case of higher education, a certificate of registration to be provided for each academic term, semester or year, as appropriate;

(c) in the case of vocational or professional training, a certificate of registration confirming the level of education with respect to Article 19 (i) or 19 (ii) of the Conditions of Employment and compliance with Article 3.8.1, to be provided for each school term, semester or year, as appropriate. A contract of vocational or professional training must be provided where relevant.

The ECB may periodically ask for reconfirmation of regular full-time attendance at an educational establishment.

3.8.3 For attendance at a primary or secondary educational establishment, the following costs shall be reimbursed, subject to the maximum laid down in Article 19 (i) of the Conditions of Employment, upon presentation of the prescribed documentation:

(a) 'tuition fees': mandatory fees charged for attendance at an educational establishment, i.e. tuition fees *per se*, initial registration fees, annual re-registration fees, monetary contributions of another kind on production of evidence that they are mandatory for admission or attendance to the school. The actual costs of the tuition fees shall be evidenced by a detailed invoice and proof of payment to the school;

(b) 'boarding fees': if it is a condition for attendance at an educational establishment that a student resides in the educational establishment itself and a fee is charged for such residence, such fee shall be considered as boarding fees. The actual costs of the boarding fees shall be evidenced by a detailed invoice, a statement of the condition of residence in the educational establishment, and proof of payment to the educational establishment;

(c) 'costs of daily local transportation': costs of daily local transportation shall be reimbursed by a mileage fee based on the distance between the child's home, closest to the school, and the educational establishment attended. Provided there is a distance of more than one kilometre between the home, closest to the school, and the educational establishment attended, the rate paid shall be EUR 0.40 per kilometre. Members of staff requesting reimbursement of the costs of transportation shall use the form provided. The mileage fee shall be paid on a monthly basis by application of the following formula: (km*2*0.40 EUR*180 school days)/12.

Whenever the school attended or the child's home changes, the mileage fee shall be recalculated from the following month.

3.8.4 With regard to Article 19 (i) (b) of the Conditions of Employment, the condition of imperative educational needs shall be fulfilled in the following situations:

(a) a child who suffers from a serious illness or disability, as certified by the ECB Medical Adviser in accordance with paragraphs 2, 3 and 4 of Article 3.6.4 of the present Staff Rules, and which requires the child to attend a school providing special education suitable for his/her conditions. The Director General Human Resources or their Deputy shall verify this suitability after consultation with the Headmaster/mistress of the European School in Frankfurt. The Director General Human Resources or their Deputy shall decide when the certificate of the Medical Adviser as well as the verification by the Headmaster/mistress of the European School in Frankfurt shall be renewed;

(a)bis a child who suffers from a learning disability or a neuro-behavioural developmental disorder, as certified by the ECB Medical Adviser in accordance with the procedures laid down in paragraphs 2, 3 and 4 of Article 3.6.4 of the present Staff Rules, which requires the child to receive additional specialised educational support suitable for his/her condition while attending a regular school. The Director General Human Resources or their Deputy Director General may at any time verify the suitability of the additional specialised educational support and/or counselling and shall decide when the certificate of the Medical Adviser shall be renewed;

(b) a child of a member of staff who is in the final year of either primary or secondary school or in the last school term of a school year when the member of staff takes up employment, under the condition that the school attended by the child is more than 50 kilometres from the ECB;

(c) a child whose knowledge of languages is insufficient to enable the child to attend classes at the European School in Frankfurt under the condition that the school attended by the child is more than 50 kilometres from the ECB. The Headmaster/mistress of the European School in Frankfurt shall provide a certificate stating that the child's knowledge of languages is insufficient to enable that child to attend classes at the European School.

(d) a child, who cannot attend the European School due to specific organisational constraints faced by the European School in the enrolment of a child with special needs due to compelling pedagogical reasons. The Director General Human Resources or their Deputy Director General shall verify the specific organisational constraints of the European School and the special needs of a child due to compelling pedagogical reasons after consultation with the Headmaster/mistress of

the European School in Frankfurt. The Director General Human Resources or their Deputy Director General shall decide when to renew the verification.

3.8.5 Additional charges or interest levied because of spreading payments throughout the year rather than making a single payment, or because of late payment, shall not be considered for reimbursement.

3.8.6 Where the allowance is stated as a monthly limit, the annual limit will be twelve times this amount.

3.8.7 Entitlement to the education allowance shall commence on the first day of the month in which the conditions for the allowance are fulfilled. Entitlement to the education allowance shall cease at the end of the month in which the conditions for the allowance are no longer fulfilled.

3.8.8 In the event of loss of dependent child status and thereby entitlement to the child allowance, payment of the education allowance shall cease. In the event of reversion to dependent child status after loss of entitlement to the child allowance and therefore to the education allowance, payment of the education allowance will be granted again subject to the usual conditions.

3.8.9 When entitlement to the education allowance is for only a part of the school year, the actual school year is used to calculate the prorated entitlement.

3.8.10 Where both parents are members of staff, the allowance is to be paid to the parent receiving the child allowance.

3.8bis Pre-school allowance

The provisions of Article 19bis of the Conditions of Employment shall apply as follows:

The pre-school allowance shall commence in the month in which the dependent child is born and shall be paid until the first day of month in which the child begins to attend a primary educational establishment and in any event no later than the last day of the month in which the child reaches the age of seven.

PART 4 BENEFITS ON APPOINTMENT, TRANSFER TO AN ECB REPRESENTATION OFFICE AND TERMINATION OF SERVICE

4.1 General principles

4.1.1 Members of staff shall claim their benefits on appointment within one year after completion of their probationary period.

4.1.2 For the purposes of the resettlement allowance, members of staff shall resettle within one year after termination of service.

Members of staff shall claim their benefits on termination of service within three months of resettlement.

4.1.3 Prior to the payment of an allowance by the ECB, members of staff shall confirm that an allowance of a similar nature from another source has not or will not be received.

4.1.4 The calculation of benefits on appointment or termination shall consider the marital status of members of staff, their entitlement to allowances (child allowance, household allowance) and basic monthly salary (full, part-time, etc.) at the date of appointment or termination of service.

4.1.5 Members of staff shall reimburse to the ECB benefits on appointment, benefits while transferred to ECB representation offices outside Frankfurt am Main and benefits on termination of service that have been paid although the member of staff did not fulfil the conditions.

4.1.6 In the event of the death in service of a member of staff, the payment of benefits on termination of service under the conditions specified in these rules shall be made to their surviving spouse or recognised partner or, in the absence of such a person, to the deceased member of staff's dependent children within the meaning of Article 3.6.1. In the event that a member of staff who dies in service leaves no surviving spouse, recognised partner, or dependent children within the meaning of Article 3.6.1, the reimbursement of expenses for the removal of their personal belongings under the conditions specified in these rules shall be made to the legal heirs in accordance with the applicable inheritance law.

The surviving spouse or recognised partner or, in the absence of such a person, the deceased member of staff's dependent children within the meaning of Article 3.6.1, or the legal heirs in accordance with the applicable inheritance law, shall confirm that benefits of a similar nature from another source have not or will not be received. They shall reimburse to the ECB benefits that have been paid even though the conditions of entitlement were not fulfilled.

4.1.7 By derogation from Article 4.1.2, in the event of the death in service of a member of staff, the resettlement of their surviving spouse or recognised partner, together with the deceased member of staff's dependent children within the meaning of Article 3.6.1, or, in the absence of a surviving spouse or recognised partner, the resettlement of the deceased member of staff's dependent children within the meaning of Article 3.6.1, shall, for the purposes of the resettlement allowance, take place within three years after the date of the death in service.

This time limit shall not apply to persons entitled under the deceased member of staff as specified in Article 4.1.6 who can prove that they were unaware of the provisions set out in this Article and in Article 4.1.6.

4.1a Adjustment of working modalities and conditions in the case of transfers to ECB representation offices outside of Frankfurt am Main

The provisions of Article 20a of the Conditions of Employment shall be applied as follows:

4.1a.1 'Transfer to an ECB representation office' means:

the appointment of a member of staff from a position in the ECB to a position in an ECB representation office, whether temporarily or permanently, and whether at the same or a different salary band, as a consequence of which the member of staff is required to relocate from their current ECB place of employment to an ECB representation office outside Frankfurt am Main, and 'transferred to an ECB representation office' shall be read accordingly.

4.1a.2 Members of staff who are transferred to an ECB representation office outside Frankfurt am Main shall be entitled to the benefits and allowances as specified in Annex X upon taking up their temporary or permanent position at the ECB representation office, and upon their return from that position to an ECB position at another location.

4.1a.3 Transfers to an ECB representation office shall, in principle, be temporary in nature for a term of six months to three years. The Director General Human Resources or their Deputy, having consulted the Head of the Business Area managing the ECB representation office, shall be entitled to approve shorter or longer durations.

4.1a.4 For the duration of their employment at an ECB representation office outside Frankfurt am Main, the working modalities applicable to members of staff transferred to an ECB representation office shall be subject to modifications regarding inter alia working time, public holidays, annual leave and special leave, and location-specific requirements, as specified in Annex X.

4.1a.5 The Director General Human Resources or their Deputy may in individual cases approve the reimbursement of the fees for childcare facility attendance by children accompanying a member of staff transferred to an ECB representation office outside Frankfurt am Main, with a view to approximating the benefits granted to members of staff working in an ECB representation office outside Frankfurt am Main to those granted to members of staff working for the ECB in Frankfurt am Main.

4.2 Entitlement

4.2.1 Members of staff shall be entitled to benefits on appointment if

(a) their place of appointment is Frankfurt am Main; and

(b) their place of recruitment is more than 50 kilometres from the ECB; and

(c) their request to relocate is approved prior to their date of appointment by the Directorate General Human Resources.

If their place of appointment is not Frankfurt am Main a decision will be made on a case by case basis.

4.2.2 Members of staff (or, in the event of their death in service, the persons entitled under them as specified in Article 4.1.6) shall be entitled to benefits on termination of service if they resettle more than 50 kilometres from the ECB.

For members of staff (or, in the event of their death in service, the persons entitled under them as specified in Article 4.1.6) who resettle outside the EU, the reimbursement of travel and removal expenses is limited to the capital of the EU Member State furthest from the ECB, or the actual costs, whichever is the lesser.

Members of staff whose place of recruitment is outside the EU (or, in the event of their death in service, the persons entitled under them as specified in Article 4.1.6) shall be entitled upon request to relocation to the place of recruitment.

In the event that a member of staff who dies in service leaves no surviving spouse, recognised partner, or dependent children within the meaning of Article 3.6.1, the legal heirs in accordance with the applicable inheritance law shall be entitled to the reimbursement of removal expenses, as specified in Article 4.4.4, incurred in respect of a removal to a place within the EU, or in the UK, indicated by the legal heirs. When the removal is made to a place outside the EU, which is not the UK, the reimbursement of removal expenses is limited to the capital of the EU Member State furthest from the ECB, or the actual costs, whichever is the lesser.

4.3 Travel expenses

The provisions of Article 22(i) and Article 23(i) of the Conditions of Employment are applied as follows:

4.3.1 On both appointment and termination of service, the ECB shall pay the following amounts, which shall be deemed to cover all travel related expenses payable on appointment or termination of service with respect to members of staff, their spouse or recognised partner and their dependent children:

(a) For each member of staff, spouse or recognised partner

  (i) up to 500 km – EUR 430

  (ii) 500 to 1 500 km – EUR 589

  (iii) over 1 500 km – EUR 742

(b) For each dependent child

  (i) up to 500 km – EUR 365

  (ii) 500 to 1 500 km – EUR 521

  (iii) over 1 500 km – EUR 679

The distances mentioned in this paragraph shall be calculated from the place of recruitment to Frankfurt am Main in the case of appointment and from Frankfurt am Main to the place of destination in the case of termination of service.

4.3.2 In cases of travel where the origin or the destination is outside the Union, subject to prior approval, the ECB may instead reimburse the travel expenses incurred on the basis of the most convenient and economical means of transport.

4.3.3 In the event of the death in service of a member of staff, the ECB shall pay to their surviving spouse or recognised partner or, in the absence of such a person, the deceased member of staff's dependent children within the meaning of Article 3.6.1, the amounts specified in Article 4.3.1 or Article 4.3.2, as the case may be, which shall be deemed to cover all travel related expenses incurred in relocating those entitled under the deceased member of staff from Frankfurt am Main to the place of destination.

4.4 Removal expenses

The provisions of Article 22(i) and Article 23(i) of the Conditions of Employment shall be applied as follows:

4.4.1 Members of staff shall be entitled to reimbursement of all removal expenses incurred in respect of removing furniture and personal effects that belong to themselves, their spouse/recognised partner and dependent children, including the cost of insurance against ordinary risks, from their place of residence to their new place of residence. Expenses incurred in the alteration, fitting, or extension of furniture and/or effects shall not constitute removal expenses.

4.4.2 Members of staff shall submit a prior request to the Directorate General Human Resources which shall provide instructions on the practical organisation of the removal.

4.4.3 In the event of the death in service of a member of staff, their surviving spouse or recognised partner or, in the absence of such a person, the deceased member of staff's dependent children within the meaning of Article 3.6.1, shall be entitled to reimbursement of all removal expenses incurred in respect of removing furniture and personal effects as specified in Article 4.4.1, subject to complying with the procedure provided for in Article 4.4.2.

4.4.4 In the event that a member of staff who dies in service leaves no surviving spouse, recognised partner, or dependent children within the meaning of Article 3.6.1, the reimbursement of removal expenses to their legal heirs in accordance with the applicable inheritance law, as specified in the final paragraph of Article 4.2.2, shall cover expenses in respect of removing furniture and personal effects that belonged to the deceased member of staff including the cost of insurance against ordinary risks. The legal heirs shall also comply with the procedure provided for in Article 4.4.2.

4.5 Subsistence allowance

The provisions of Article 22(ii) of the Conditions of Employment shall be applied as follows:

4.5.1 Members of staff shall be entitled to a subsistence allowance if they provide evidence that they have moved into temporary residence at the place of employment whilst maintaining temporarily also their previous residence either at the place of recruitment, previous employment or in their country of origin.

Members of staff shall be refutably presumed having issued such evidence provided they have submitted a declaration of honour as received from the ECB.

The maximum period of entitlement to the subsistence allowance, which accrues on a daily basis, shall be three months.

4.5.2 In case of entitlement to a subsistence allowance for the entire period referred to in Article 4.5.1, the member of staff shall be entitled to a subsistence allowance of EUR 9 270 (hereinafter the 'standard subsistence allowance'). This allowance shall be increased by a maximum supplement of EUR 2 070 for any spouse/ recognised partner and dependent child accompanying them.

4.5.3 Subject to Article 4.5.1, a provisional payment equal to the standard subsistence allowance shall be paid as a lump sum with the second monthly salary. The supplement shall be paid following completion of the period referred to in Article 4.5.1.

4.5.4 Members of staff who have received the provisional payment and before the completion of the period referred to in Article 4.5.1 (i) settled at their permanent place of residence; or (ii) resign from the service of the ECB; or (iii) whose contract is terminated by the ECB shall refund part of the provisional payment in proportion to the unexpired portion of that three months' period.

4.5.5 Where a member of staff and their spouse or recognised partner takes up employment with the ECB within a period of one year after each other, only one subsistence allowance shall be paid to the member of staff who first took up employment with the ECB. In case of resignation or termination under Article 4.5.4 of the member of staff who first took up employment with the ECB, the spouse or recognised partner who joined the ECB later and maintains their employment relationship with the ECB shall become entitled to the subsistence allowance.

4.6 Installation allowance

The provisions of Article 22(iii) of the Conditions of Employment shall be applied as follows:

4.6.1 On completion of the probationary period, members of staff shall be entitled to the installation allowance if they provide evidence that they have settled at the place of employment.

Members of staff shall be refutably presumed having issued such evidence provided they have completed the declaration of honour as received from the ECB.

4.6.2 A provisional payment equal to the installation allowance shall be paid automatically with the first monthly salary.

4.6.3 Subject to Article 4.6.1, members of staff who are in receipt of the installation allowance and: (i) resign from the service of the ECB; or (ii) whose contract is terminated by the ECB for disciplinary reasons pursuant to Article 11(a)(iv) of the Conditions of Employment within one year from the date of appointment shall, on leaving the ECB, refund part of the allowance, in proportion to the unexpired portion of that one year period.

4.6.4 Where a member of staff and their spouse or recognised partner take up employment with the ECB within a period of one year of each other, only one installation allowance shall be paid based on the higher salary. Where necessary, the difference shall be settled with the first salary of whichever member of staff joined the ECB the most recently. In case of resignation or termination under Article 4.6.3, the spouse or recognised partner maintaining their employment relationship with the ECB shall retain or acquire the right to the installation allowance in line with Article 4.6.1.

4.7 Resettlement allowance

The provisions of Article 23(ii) of the Conditions of Employment shall be applied as follows:

4.7.1 Members of staff will be entitled to a resettlement allowance on completion of their contract or after two years service, whichever is the sooner, or where a contract is terminated under Article 11(a)(iii) of the Conditions of Employment.

The qualifying period of two years for eligibility for this allowance may in exceptional circumstances be reduced at the discretion of the Chief Services Officer, on behalf of the Executive Board, but in no circumstances will it be less than one year.

4.7.2 A former member of staff shall be deemed to have resettled within the conditions of Article 4.2.1 and Article 4.2.2 of these Rules where they:

- provide proof to the ECB that they have registered their primary address as being further than 50 kilometres from the ECB, or
- provide proof to the ECB that they have taken up permanent employment and as a result have changed their primary address to a place further than 50 kilometres from the ECB; or
- provide proof to the ECB that they have applied for or are in receipt of social security further than 50 kilometres outside Frankfurt am Main, or
- provide proof to the ECB that they have registered as unemployed at a place further than 50 kilometres outside Frankfurt am Main.

In accordance with Article 4.4, the resettlement allowance shall not be paid until the removal to the new place of residence has been completed. Where such removal is not required, the member of staff shall confirm this to the Directorate General Human Resources.

4.7.3 Where a staff member and the spouse or recognised partner resigns from the ECB within a period of one year of each other, only one resettlement allowance shall be paid in total, based on the higher salary according to Article 4.7.1.

4.7.4 By derogation from Article 4.7.1, in the event of the death in service of a member of staff, their surviving spouse or recognised partner or, in the absence of such a person, the deceased member of staff's dependent children within the meaning of Article 3.6.1, shall be entitled to a resettlement allowance, even if the requirement as to length of service laid down in Article 4.7.1 is not satisfied.

4.7.5 In the event of the death in service of a member of staff, their surviving spouse or recognised partner or, in the absence of such a person, the deceased member of staff's dependent children within the meaning of Article 3.6.1, shall be deemed to have resettled within the conditions of Article 4.2.2 where they provide proof in accordance with the first paragraph of Article 4.7.2. The second paragraph of Article 4.7.2 is also applicable in this case.

PART 5 WORKING HOURS AND LEAVE

5.1 Working hours and flexible working hours

The provisions of Article 25 of the Conditions of Employment are applied as follows:

5.1.1 Definitions

In relation to working hours and flexible working hours, the following definitions shall apply:

1. 'Bandwidth period' means the period between the earliest start time and the latest finishing time permitted under the flexitime arrangement;
2. 'Core time period' means the period during which members of staff must be present at their workplace;
3. 'Flexible working time (flexitime) arrangement' means an arrangement that allows members of staff to choose, within certain defined time periods, as laid down by Article 5.1.4, and subject to business needs, the time at which they will start and leave work each day and take their rest break;
4. 'Procedure for obtaining the line manager's consent' means the procedure whereby the line manager's consent for requests made pursuant to Article 5.1 is granted either in advance or *ex post*. The consent may be granted orally, explicitly, e.g. in writing or via email or implicitly, e.g. by the line manager's actions and the facts and circumstances of a particular situation, or even by the line manager's silence or inaction.

5.1.2 Weekly working hours

The standard working hours shall be spread out equally over five working days, from Monday to Friday subject to the flexible working time (flexitime) arrangement set out in Article 5.1.3, unless otherwise agreed. The average weekly working hours, including hours worked under the flexitime arrangement and hours worked as overtime, shall not exceed 48 hours over a reference period of four months. The following shall not be included when determining the reference period for calculating this average:

(a) any periods of sick leave;

(b) any periods of annual leave.

5.1.3 Flexitime arrangement

5.1.3.1 Members of staff shall be entitled to work according to the flexitime arrangement, choosing the time of their arrival, rest break in accordance with Article 4 of Directive 2003/88/EC of the European Parliament and of the Council* and departure from the workplace, subject to business needs.

5.1.3.2 When using the flexitime arrangement, members of staff shall maintain a sufficient degree of regularity in their schedule ensuring that services continue to run efficiently. The flexitime arrangement shall not be used as a means of accumulating hours by working beyond the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or beyond the applicable part-time pattern for part-time members of staff, in order to request full or half recuperation days.

5.1.2.3 Managers and their staff shall try to solve any possible problems that arise in relation to the application of the flexitime arrangement by dialogue.

5.1.3.4 Certain tasks that require specific working hours may preclude certain groups of staff or individual members of staff from using the flexitime arrangement or restrict the flexibility that may be granted to such groups of staff or individual members of staff.

5.1.3.5 Other exclusions from or restrictions to the flexitime arrangement shall only be applied in exceptional circumstances and must be justified in writing and submitted to the Director General of Human Resources or their representative for approval.

5.1.4 Bandwidth period, core time periods and flexible hours under the flexitime arrangement

5.1.4.1 The bandwidth period under the flexitime arrangement shall be from 7 a.m. to 8 p.m. from Monday to Friday.

5.1.4.2 The core time periods shall be as follows:

(a) Monday from 2 p.m. to 4.30 p.m.;

(b) Tuesday to Thursday from 10 a.m. to 12 p.m. and from 2 p.m. to 4.30 p.m.;

---

* Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ L 299, 18.11.2003, p. 9).

(c) Friday from 10 a.m. to 12 p.m.

5.1.4.3 The core time periods for staff working part-time shall be individually agreed in accordance with Article 5.2.2 subject to a reduction, proportionate to the part-time pattern worked, of the number of core hours during which the member of staff must be present at their workplace.

5.1.4.4 One-off exemptions from the core time or bandwidth periods may be agreed between a member of staff and their line manager in accordance with Article 5.1.6, provided the interests of the service are upheld and subject to rest breaks in line with Article 5.1.10. The line manager's consent may be granted in accordance with the procedure for obtaining the line manager's consent.

5.1.4.5 For cases requiring a regular exemption from the core time periods, the Head of Business Area may adjust the core time periods at the request of the member of staff, subject to a rest break of at least 30 minutes when the time worked during the day is six hours or more, and provided that the interests of the service are upheld.

5.1.4.6 At business area level, derogations to the core time periods that result in longer, shorter or different core time periods, may be allowed for all or parts of the business area to take account of specific service needs or to ensure the continuity and delivery of services. Such exceptional derogations shall be requested by the Head of Business Area and authorised by Directorate General Human Resources.

5.1.4.7 The following hours shall be flexible hours:

(a) Monday from 7 a.m. to 2 p.m. and from 4.30 p.m. to 8 p.m.;

(b) Tuesday to Thursday from 7 a.m. to 10 a.m., from 12 p.m. to 2 p.m. and from 4.30 p.m. to 8 p.m.;

(c) Friday from 7 a.m. to 10 a.m. and from 12 p.m. to 8 p.m.

5.1.5 Daily working hours under the flexitime arrangement

5.1.5.1 Daily working hours under the flexitime arrangement may not exceed a total of 10 hours.

5.1.5.2 Daily working hours for certain groups of staff precluded from working flexitime may not exceed a total of 10 hours.

5.1.5.3 Work under the flexitime arrangement, including teleworking, shall be counted as working hours.

5.1.5.4 Work outside the bandwidth period applicable to the flexitime arrangement shall be counted as working hours. It shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, and shall only be approved if the work to be performed is urgent or if there is an exceptional volume of work.

5.1.6 Absences during the core time periods under the flexitime arrangement

Absences during the core time periods shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, taking into

account the interests of the service and the personal interest of the member of staff. In the event of any disagreement about absences during the core time periods, the line manager may restrict future absences during the core time periods to cases where prior approval has already been granted.

5.1.7 Time accounting in specific situations

5.1.7.1 Absences for annual leave, special leave and sick leave shall be accounted for as a normal working day of eight hours for full-time staff and as a proportion of a normal working day in accordance with the applicable part-time pattern for part-time members of staff.

5.1.7.2 Business travel of one or more full days shall in general be accounted for as eight hours per day.

5.1.7.3 Where working hours, business travelling time, or a combination of both are longer than eight hours, members of staff may consider them as working hours under the flexitime arrangement up to a maximum of 10 hours per day.

5.1.7.4 Training approved by the line manager shall be counted as working hours.

5.1.8 Trust-based working hours and adjustment of working hours under the flexitime arrangement

5.1.8.1 Members of staff are not required to record their working hours*,* but should be mindful of their hours actually worked (trust-based working hours).

5.1.8.2 Staff members shall compare their actual working hours with the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or with their applicable part-time pattern for part-time staff.

5.1.8.3 Within the framework provided under the flexitime arrangement, members of staff shall adjust their actual working hours to align them with the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or with the applicable part-time pattern for part-time staff.

5.1.8.4 If members of staff work any hours under the flexitime arrangement in excess of their normal working hours, they shall reduce their working hours by working a correspondingly reduced number of hours later in the same month, if possible. Any hours worked under the flexitime arrangement that exceed the normal working hours by more than 16 hours, applied pro-rata to part-time members of staff, at the end of the month shall be forfeited.

5.1.8.5 If members of staff work a reduced number of hours under the flexitime arrangement, i.e. less than their normal working hours, they shall increase their working hours by working a correspondingly increased number of working hours later in the same month, if possible. Where members of staff have worked a reduced number of working hours compared with the number required under their contract of employment, and have exceptionally not managed to adjust those hours later in the same month, they shall keep track of the corresponding number of reduced hours in a trust-based manner. At the end of any

calendar month reduced working hours shall not exceed eight hours. The member of staff shall make up those working hours in the following month.

5.1.8.6 For staff entitled to overtime compensation in accordance with Article 26(a) of the Conditions of Employment, Article 5.3 takes precedence over Article 5.1 with regard to overtime worked.

5.1.9 Recouping excess working hours accrued under the flexitime arrangement

5.1.9.1 If, during the month in which they have worked hours in excess of their normal working hours under the flexitime arrangement, members of staff are not able to adjust those excess hours due to the urgency or volume of work, they shall, in a trust-based manner, keep track of the corresponding number of hours. Members of staff may accumulate a maximum of 16 excess working hours (two days) per calendar month, applied pro-rata to part-time members of staff, under the flexitime arrangement, and shall enter these hours in ISIS. Such excess working hours shall be recouped in the calendar month immediately following the month in which these hours were accumulated. If it is not possible to recoup these excess working hours in accordance with Article 5.1.9.2 in the following month, due to the urgency or continuing volume of work, Article 5.1.9.3 shall apply.

5.1.9.2 Excess hours accumulated in the previous month may be recouped by reducing the hours worked under the flexitime arrangement, or by requesting full- or half-recuperation days. For full-time staff each full recuperation day shall represent eight excess hours being recouped and each half recuperation day shall represent four excess hours being recouped. For part-time members of staff full and half recuperation days shall represent the respective portions of a normal working day in accordance with the applicable part-time pattern.

5.1.9.3 If it is not possible to recoup excess hours within the month following their accrual due to the urgency or continuing volume of work, per calendar month up to 16 excess hours worked under the flexitime arrangement, applied pro-rata to part-time staff, may be accumulated under the flexitime arrangement and carried over to subsequent months.

5.1.9.4 At any point in time, the excess hours accumulated under the flexitime arrangement shall not exceed 48 hours (six days) for full-time staff, applied pro-rata to part-time staff. Any excess hours carried over from previous months, which exceed 48 hours (six days), shall be forfeited. However, for members of staff entitled to overtime compensation, such hours may be approved as overtime by their line manager.

5.1.9.5 Line managers may only disagree with the timing of requests for full or half recuperation days if such requests cannot reasonably be accommodated for reasons of urgency or exceptional volume of work.

5.1.10 Minimum rest periods

5.1.10.1 Members of staff shall observe a rest break of at least 30 minutes outside the core time periods when the hours worked during the working day are greater than or equal to six. If

a rest break has to be curtailed for very urgent business reasons, an adequate break shall be provided later in the day.

5.1.10.2 Members of staff shall observe a minimum daily rest period of 11 consecutive hours in any 24-hour period.

5.1.10.3 For activities requiring a continuity of service, the Director General Human Resources or their representative may authorise a derogation from the requirement for a minimum daily rest period, provided that the members of staff concerned are afforded equivalent periods of compensatory rest.

5.1.10.4 Members of staff shall observe a minimum weekly rest period of an uninterrupted period of 24 hours rest in addition to the daily rest period for each seven-day period, over a reference period not exceeding 14 days.

5.1.10.5 Line managers shall ensure that members of staff comply with the rest periods outlined in Article 5.1.10.

5.1.11 Members of staff involved in performing security functions, who are explicitly designated by their Head of Business Area or their Deputy to carry out activities involving the need for continuity and delivery of required services are exempted from the provisions laid down in Article 5.1.10. They shall be granted equivalent compensatory rest in accordance with arrangements to be proposed by the Head of Business Area and authorised by the Director General Human Resources or their representative. In derogation from Article 5.1.1., their average weekly working hours shall be calculated over a reference period of six months.

5.1.12 Members of staff assigned to shift work are exempted from the provisions in the second and fourth paragraphs of Article 5.1.10 when the member of staff changes shift and cannot comply with the daily and/or weekly rest periods between the end of one shift and the start of the next one, provided equivalent periods of compensatory rest is afforded in lieu within one month. Members of staff assigned to shift work may not be assigned to work two shifts in succession.

5.1bis Teleworking

The provisions of Article 25 of the Conditions of Employment are applied as follows:

5.1bis.1 *Definition and basic principles*

Teleworking means the performance of work during ECB working hours as defined in Article 5.1, at a location other than ECB premises, and by using information technology (IT) provided by the ECB to remotely access the ECB internal network. Performing duties whilst on business travel shall not be considered teleworking.

Teleworking shall be voluntary and reversible.

Members of staff who telework shall remain subject to the Conditions of Employment, Staff Rules and any other applicable ECB rules.

Members of staff shall ensure that their teleworking environment allows them to adequately perform their duties. Members of staff shall organise their teleworking environment in a manner that enables them to work without undue distraction. While teleworking, members of staff shall be reachable, by phone and by email, for their line managers, colleagues and other internal and external counterparts.

5.1bis.2 *Equal treatment*

The workload assigned to members of staff who telework shall be equivalent to that assigned to members of staff who work from ECB premises.

Teleworking in compliance with the rules shall not, in itself, adversely affect the assessment of the member of staff's performance and development, nor their access to training and professional development opportunities at the ECB.

5.1bis.3 *Conditions for teleworking*

Members of staff may be authorised to telework where all of the following are fulfilled:

(a) they have completed the mandatory institutional training required for teleworking;

(b) the nature of their tasks is suitable for teleworking as assessed by their direct line manager;

(c) the requested teleworking is compatible with the interest of the service and the proper performance of their duties.

When requesting authorisation to telework, members of staff shall confirm that they fulfil the requirements regarding IT and confidentiality laid down in Article 5.1bis.7, and the requirements regarding safety and health laid down in Article 5.1bis.8.

5.1bis.4 *Quota and place of teleworking*

Members of staff may telework for a maximum of 110 working days per calendar year from their place of residence which they registered with the ECB in the country of their place of employment. This number shall be pro-rated for members of staff joining, or resuming work at, the ECB after 14 January of a given calendar year and for members of staff leaving, or suspending their work at, the ECB during the given calendar year.

For the purposes of this Article, "working day" means:

(a) a normal working day of eight hours for full-time staff; and

(b) a proportion of a normal working day, in accordance with the applicable part-time pattern, for members of staff working part-time.

Out of the maximum number of 110 working days per calendar year specified in the first paragraph, members of staff may telework from a location within the Union for a maximum

of 90 working days per calendar year. This number shall be pro-rated for members of staff joining, or resuming work at, the ECB after 14 January of a given calendar year and for members of staff leaving, or suspending their work at, the ECB during the given calendar year. For the purposes of this paragraph, teleworking from a location within the United Kingdom shall be considered as teleworking from a location within the Union for members of staff who entered the service of the ECB before 31 December 2020.

Out of the maximum number of 90 working days per calendar year specified in the third paragraph, members of staff may telework from a location outside the Union for up to 20 working days per calendar year. Teleworking from outside the Union may only take place from a country compatible with the IT and confidentiality requirements established by the ECB. Members of staff teleworking from a location outside the Union shall be solely responsible for discharging any national legal obligations with regard to tax and social security contributions applicable in the location where they are teleworking.

Out of the maximum number of 110 working days per calendar year specified in the first paragraph, members of staff may telework for a maximum of 10 working days per calendar month.

Teleworking shall not exceed a maximum of 10 consecutive working days. This limit applies both within and across calendar months, and also applies where teleworking is combined with leave. Leave shall not interrupt the consecutiveness.

Unused teleworking days of a given calendar year may not be carried over to the following calendar year.

Members of staff shall request authorisation to telework for either a half working day or a full working day.

Members of staff shall ensure that they comply with the requirements specified in this Article before submitting a request for authorisation to telework. Members of staff who request authorisation to telework shall include the address of their place of telework and any changes thereto in that request. Members of staff shall inform their direct line manager of the country of their place of telework and of any changes thereto.

During the working days remaining in the calendar year and without prejudice to, in particular, leave entitlements and business travel under the relevant rules, members of staff shall work from ECB premises.

5.1bis.5 *Authorisation to telework*

Members of staff shall request authorisation to telework from their direct line manager who shall assess whether the requirements of Article 5.1bis.3, points (b) and (c), have been fulfilled.

A request for authorisation to telework shall be considered authorised if the direct line manager does not reject it by the end of the second working day following its submission.

Where the direct line manager rejects a request for authorisation to telework, they shall provide reasons.

5.1bis.6 *Withdrawal of authorisation to telework*

On grounds related to the interest of the service, an authorisation to telework may be withdrawn by the direct line manager, in part or in full. Such withdrawal shall be communicated in writing to the member of staff. Teleworking days that have not been used as a consequence of a withdrawal of authorisation shall be credited to the member of staff and may be requested again in accordance with Article 5.1bis.4.

Members of staff whose authorisation to telework is withdrawn with less than three working days' notice shall be entitled to the reimbursement of travel expenses incurred in view of their return to the ECB premises.

The Chief Services Officer, on behalf of the Executive Board, may recall a particular organisational unit or all members of staff back to the ECB premises, by email or other written form, with a notice period of at least three working days. In the event of a recall pursuant to this paragraph, members of staff shall not be entitled to the reimbursement of any expenses related to such recall.

5.1bis.7 *IT and confidentiality requirements*

Where teleworking, members of staff shall primarily use their own internet access infrastructure to remotely access the ECB's internal network. For these purposes, members of staff shall ensure that they have a reliable internet connection with sufficient bandwidth and telecommunication capability and, in case private equipment is used, that this equipment meets the technical standards established and communicated by the ECB. Where using equipment provided by the ECB for the purposes of teleworking, members of staff shall take all necessary measures to protect this equipment.

Members of staff shall ensure compliance with the relevant ECB IT, IT security, management of information and confidentiality rules, in particular as prescribed in the Business Rulebook. Members of staff who telework shall regularly check for any updates to the IT security requirements established by the ECB and shall ensure they comply with such updates.

Where technical issues linked to connectivity, private equipment and/or to their teleworking environment prevent members of staff from adequately performing their duties, and such technical issues are not a result of a failure within ECB's responsibility, members of staff shall either return to the ECB premises at their own expense within a reasonable time or take annual leave, where compatible with the interests of the service. If members of staff

have used up their annual leave, they shall forfeit their remuneration for an equivalent period. Members of staff shall compensate for those working hours spent returning to ECB premises and during which they could not adequately perform their duties.

5.1bis.8 *Safety and Health requirements*

Members of staff shall ensure that their teleworking environment is safe and secure and complies, in particular, with the minimum safety and health requirements established and communicated by the ECB. Members of staff may seek advice from the ECB Medical Adviser or the ECB Occupational Safety and Health Adviser for that purpose. Following prior authorisation by the Head of Division in charge of health matters in Directorate General Human Resources or their Deputy, members of staff may also seek advice from a local occupational safety and health practitioner. Costs incurred as a result of seeking advice from a local occupational safety and health practitioner shall be reimbursed once for each member of staff, if reasonable and evidenced by a detailed invoice and proof of payment.

Members of staff who telework shall regularly check the advice on safety and health provided by the ECB and shall ensure they comply with any updates to the minimum safety and health requirements established and communicated by the ECB.

5.1bis.9 *Teleworking in exceptional circumstances or in case of force majeure*

In exceptional circumstances, based on a proposal from the Chief Services Officer and after consultation with the Staff Representatives, the Executive Board may require all or some members of staff to telework for extensive and/or uninterrupted periods, until further notice. The Chief Services Officer, on behalf of the Executive Board, shall inform members of staff of the end of teleworking in case of exceptional circumstances. Members of staff shall not be entitled to the reimbursement of any expenses related to their return to the ECB premises.

In cases of *force majeure* and after consultation with the Staff Representatives, the Executive Board may require all or some members of staff to telework for extensive and/or uninterrupted periods, until further notice. The Chief Services Officer, on behalf of the Executive Board, shall inform members of staff of the end of teleworking in case of *force majeure*. Members of staff shall not be entitled to the reimbursement of any expenses related to their return to the ECB premises.

The timeline for the consultation of the Staff Representatives shall be commensurate to the nature and extent of the situation constituting the exceptional circumstances or the *force majeure*.

The limits provided for in Article 5.1bis.4, paragraphs 3 and 4, regarding telework from a location within or outside the Union shall remain applicable for the duration of teleworking

in exceptional circumstances or in case of *force majeure*. Where members of staff are required to telework in exceptional circumstances or in case of *force majeure*, both of the following limits shall also apply.

(a) Members of staff may telework from a location within or outside the Union for a maximum of 10 working days per calendar month.

(b) Teleworking from a location within or outside the Union shall not exceed 10 consecutive working days. This limit applies both within and across calendar months, and also applies where teleworking is combined with leave. Leave shall not interrupt the consecutiveness.

5.1bis.10 *No reimbursement of teleworking costs*

Unless otherwise communicated by the Chief Services Officer, on behalf of the Executive Board and without prejudice to Article 5.1bis.8, paragraph 1, the ECB shall not reimburse members of staff for expenses relating to teleworking.

5.1bis.11 *Reasonable accommodation*

The specific needs of members of staff with a disability that is recognised by the ECB Medical Adviser shall be catered for in accordance with the ECB's reasonable accommodation procedure where such members of staff telework.

5.1bis.12 *Temporary exceptions*

In exceptional circumstances and following the recommendation of the Head of the relevant Business Area, the Director General Human Resources or their Deputy may grant temporary exceptions to the limits set out in Article 5.1bis.4. The Head of Division in charge of health matters in Directorate General Human Resources or their Deputy may grant temporary exceptions to the limits set out in Article 5.1bis.4 where a duly justified personal medical reason applies and following the recommendation of the ECB Medical Adviser.

5.2 Part-time work

The provisions of Article 25 of the Conditions of Employment are applied as follows:

5.2.1 Subject to the interests of the service, members of staff may be authorised to work part-time for reasons such as care for a child, an aged or sick relative or recognised partner, or for health reasons. They shall submit their application setting out the reasons for the request at least three months in advance to their Director General/Director or his/her representative.

On the recommendation of the Director General/Director or his/her representative, the Director General Human Resources or their Deputy, shall grant authorisation for part-time work for a minimum of six months and a maximum of three years. For any subsequent request to work part-time, the minimum period for such a part-time work arrangement shall

be longer than 12 months, unless the Director General Human Resources or their Deputy decides otherwise.

The procedure described in the first and second paragraphs shall also apply to requests by members of staff to extend a part-time work arrangement, to change agreed working hours under a part-time work arrangement or to return to full-time work prior to the expiry of the part-time arrangement.

The Director General Human Resources or their Deputy may in exceptional circumstances consider requests that were not submitted at least three months in advance.

5.2.2 The weekly working hours shall be at least 20 hours. The daily and weekly distribution of working hours shall be agreed between local management and members of staff according to criteria established by the Director General Human Resources or their Deputy Director General. Annual leave entitlement shall be calculated on a pro-rata basis and rounded up to the nearest half hour. In case of an entitlement to special leave, such leave shall be granted on dates related to the event which gives rise to the special leave regardless of the distribution of working hours.

5.2.3 The basic salary shall be prorated to the time worked. The expatriation and household allowances and their minimum amounts shall be calculated on the basis of the prorated salary. The member of staff shall continue to receive the full child allowance and the full education allowance.

The benefits payable under Articles 33 and 34 of the Conditions of Employment shall be fully maintained. Contributions to the accident insurance shall be calculated on the basis of the corresponding basic full-time salary.

5.3 Overtime

The provisions of Article 26(a) of the Conditions of Employment are applied as follows:

5.3.1 'Overtime' means time worked, on the basis of the line manager's instructions, in excess of the normal working hours referred to in Article 25 of the Conditions of Employment, reduced proportionately in accordance with the applicable part-time pattern for part time members of staff.

5.3.2 In exceptional individual cases, where staff are instructed to work overtime, their combined daily working hours, including the hours worked under the flexitime arrangement and hours worked overtime, may be extended to up to a maximum of 13 hours. The minimum daily rest period in accordance with Article 5.1.10 shall be respected at all times.

The total overtime which a member of staff may be asked to work shall not exceed 136 hours in any four–month period.

The average weekly working hours, including hours worked under the flexitime arrangement and hours worked overtime, shall not exceed 48 hours over a reference period of four months.

5.3.3 Line Managers shall inform the relevant members of staff as soon as possible of the need to work overtime.

For all members of staff, overtime worked may be considered to be hours worked under the flexitime arrangement in excess of their normal working hours in accordance with Article 5.1.7.

For members of staff entitled to overtime compensation in accordance with Article 26(a) of the Conditions of Employment, the provisions of Article 5.3.4 to 5.3.7 take precedence over the flexitime arrangement.

5.3.4 For members of staff entitled to overtime compensation in accordance with the Conditions of Employment:

(a) there is an entitlement to compensation only when at least half an hour of overtime has been worked;

(b) only the actual overtime worked shall be compensated;

(c) compensatory leave for overtime, shall be treated as annual leave of the member of staff. If compensatory leave cannot be granted, such members of staff may be granted overtime payment in lieu of leave.

5.3.5 When compensation for overtime is made in the form of payment, the standard hourly rate is 0.6% of the basic monthly salary for the month in which the overtime was worked.

5.3.6 Details of payable overtime, shift work and on-call hours are to be communicated to the Directorate General Human Resources by the third working day of the month following the month in which the overtime, shift work and on-call hours occurred, using the forms provided. Members of staff receive payment for overtime, shift work and on-call hours with their monthly salary.

5.3.7 The tax rate applicable to overtime, shift work and on-call hours payments is the rate which, in the month during which the overtime, shift work, or on-call hours occurred, applied to the highest taxable amount of the member of staff's salary. Such payments are not subject to any other deductions.

5.4 Reimbursement of taxi fares for late journeys home

5.4.1 The ECB shall reimburse taxi fares to members of staff obliged, on occasion, for business reasons, to travel home late in the evening.

5.4.2 Reimbursement shall be restricted to journeys home starting as from 9.00 p.m.

5.4.3 Taxi fares shall normally be reimbursed up to a maximum of EUR 26 but shall be reimbursed without a maximum limit in the case of return journeys occurring so late that public transport to the required destination is no longer running.

5.4.4 Any reimbursement must be authorised by the respective Director General/Director or his/her representative and shall be paid from the travel budget of the relevant Director

General/Director. A receipt for the taxi fare shall be attached to the claim form submitted by the member of staff.

5.4bis Structural weekend work

Members of staff to whom the second paragraph of Article 26(a) of the Conditions of Employment does not apply and who, in addition to their normal working week, have to perform weekend work on a structural basis in order to fulfil ongoing business requirements that can only be performed during the weekend, shall receive time compensation on a 1:1 basis for the structural weekend work.

The Directorate General Human Resources shall, in consultation with the relevant business area management, set a maximum for the number of hours which may be worked on weekends off the ECB's premises and be eligible for compensation.

5.5 Shift work duties

The provisions of Article 26(b) of the Conditions of Employment shall be applied as follows:

5.5.1 Shift work shall be understood as a regime of fixed working hours to enable business areas to be operational outside standard working hours by assigning members of staff to specific working hours other than standard hours. During shift work members of staff do not have the possibility of flexibility with regard to starting and/or finishing times. A shift shall include a one-hour rest period, whenever the shift lasts longer than six hours.

5.5.2 Members of staff required to perform shift work shall be entitled to a shift-work allowance of EUR 34 for every 8-hour day worked on a shift.

5.5.3 In addition to the shift-work allowance, members of staff required to perform rostered shift-work duties during inconvenient hours shall be entitled to an hourly shift-work premium. Inconvenient hours shall be hours before 8 a.m. and after 7 p.m. on working days as well as all hours on Saturdays, Sundays and public holidays.

The hourly shift-work premium shall be equal to 30% (in the case of work between 6 a.m. and 8 a.m. and between 7 p.m. and 11 p.m. on working days) or 60% (in the case of work between 11 p.m. and 6 a.m. on working days as well as on Saturdays, Sundays and public holidays) of the hourly rate.

Where on a structural basis a shift roster covers 24 hours a day/seven days per week/365 days per annum, members of staff on such a roster shall be granted two standard working days of eight hours of additional annual leave per calendar year fully worked.

5.5.4 Hours worked in addition to rostered shift-work duties shall be considered as overtime. No shift-work premium shall be paid for overtime hours.

5.5.5 In addition to an hourly shift-work premium, members of staff required to perform agreed rostered shift-work duties on a public holiday shall be granted time-off on a one-for-one basis.

5.5.6 Members of staff required to perform agreed rostered shift-work duties shall be informed in writing at least one month in advance of their duty roster. In cases of urgency, however, they may be asked to deviate from the roster at short notice.

5.5.7 Members of staff required to perform occasional shift-work duties shall be entitled to the hourly shift-work premium provided for in paragraph 5.5.3 above, if the shift-work is required for a consecutive period of at least one week.

5.6 On-call duties

The provisions of Article 26(b) of the Conditions of Employment shall be applied as follows:

5.6.1 On-call duties shall be understood as the period in which it must be possible to contact the member of staff concerned outside his/her working hours by telephone and in which he/she is required, where necessary, to reach his/her workplace within a specific time after being contacted. The time needed to reach the workplace shall normally not exceed one hour. Each member of staff required to be on call shall be informed of the specific time needed to reach his/her workplace upon the introduction of on-call duty arrangements. Special circumstances and situations shall be taken into account by line managers, wherever possible. Members of staff required to be on call shall be supplied with a mobile telephone, which shall be the primary means of communication.

5.6.2 Members of staff required to perform agreed rostered on-call duties shall be entitled to an on-call allowance.

The daily on-call allowance shall be equal to EUR 71 (on a working day) or EUR 154 on Saturdays, Sundays and public holidays).

5.6.3 Members of staff required to perform agreed rostered on-call duties shall be informed in writing at least one month in advance of their duty roster. In cases of urgency, however, they may be asked to deviate from the roster at short notice.

5.6.4 Members of staff required to be on call should only be contacted in exceptional emergencies between 11 p.m. and 6 a.m. During these hours, members of staff required to be on call may only be contacted after a line manager or his/her representative has confirmed the exceptional nature of the emergency.

5.6.5 Called-in hours during on-call duties, i.e. hours where attendance at the workplace is required, shall be considered as overtime. An allowance of one hour’s travelling time shall be added to this overtime.

5.6.6 A called-in allowance equal to EUR 71 (on any working day) or EUR 154 (on Saturdays, Sundays and public holidays) shall be paid to members of staff not entitled to overtime compensation. In these cases, time off shall be granted on a one-for-one basis for the called-in hours with an additional hour to compensate for the travelling time.

5.6.7 Members of staff who have to carry out scheduled maintenance work wholly or partly during inconvenient hours shall be entitled to the called-in allowance provided for in 5.6.6 above.

No called-in allowance shall be paid when the maintenance work is carried out during overtime hours and the member of staff concerned is entitled to overtime compensation.

5.7 Annual leave

The provisions of Article 27 of the Conditions of Employment are applied as follows:

5.7.1 If a full year is not worked, the leave entitlement shall be calculated on a pro rata basis taking into account an average of 21 working days per month and rounded up to the nearest half hour.

5.7.2 Annual leave may be taken from date of appointment. Except for urgent family reasons caused by sickness or accident it must be approved in advance by the Head of Division or, from this grade, by the next higher manager. In any event a completed leave form must be sent to the Directorate General Human Resources.

Annual leave may be taken all at once or in several periods as desired by the member of staff and subject to business requirements. At least 20 days shall be taken before the end of the calendar year. This minimum of 20 days shall include at least one period of two consecutive weeks. Members of staff shall be entitled every year to carry over a maximum of 10.5 days of the annual leave entitlement.

Members of staff, who for business requirements or personal reasons, have not taken their minimum of 20 days of annual leave entitlement by the end of the calendar year, may, on approval by their Director General/Director, take them until the end of March of the subsequent year.

The Director General Human Resources or their Deputy Director General may approve a further unlimited carry over provided local management justifies the exceptional reasons for the member of staff's inability to take the minimum leave within the foreseen period.

5.7.3 In an emergency or in the event of exceptional pressure of work, a member of staff may be recalled to duty while on annual leave or have approved leave cancelled. Any unavoidable costs incurred by him/her because of the recall to duty or the cancellation of his/her annual leave shall be reimbursed by the ECB.

Recall to duty from annual leave or cancellation of approved annual leave must be approved by the Director General/Director or his/her representative. A claim for reimbursement of unavoidable costs incurred by the member of staff signed and approved by the Director General/Director or his/her representative, shall be submitted to the Directorate General Human Resources.

5.7.4 Subject to production of a sick leave note, days of illness which occur during annual leave will not be considered as annual leave.

5.7.5 When leaving employment with the ECB members of staff must take their full leave entitlement. If their Director General/Director decides that it is not possible for them to do

so, compensation shall be given for any unused annual leave entitlement; it will be calculated on a pro-rata basis up to the date of departure.

5.7.6 Conversely, leave taken in excess of entitlement will result in a deduction being made from the salary on the basis of one day's salary for each day's leave taken in excess of the leave entitlement.

5.7.7 In calculating the amount for settling outstanding annual leave or annual leave taken in excess, a standard 21 working day month shall be used and one day's annual leave shall be equivalent to one day's payment. The period of leave outstanding will not count as service with the ECB and therefore no deductions for pension, ECB health insurance or accident insurance will be levied in respect of this period. Tax for the benefit of the European Communities will be deducted from these payments. The same method shall be applied to calculations in respect of annual leave overtaken.

5.8 Public holidays

The provisions of Article 27 of the Conditions of Employment are applied as follows:
The following public holidays will be observed by the ECB:

• New Year's Day	1 January
• Good Friday	date varies
• Easter Monday	date varies
• Labour Day	1 May
• Anniversary of the Declaration of Robert Schuman	9 May
• Ascension Day	date varies
• Whit Monday	date varies
• Corpus Christi	date varies
• Day of German Unity	3 October
• All Saints' Day	1 November
• Christmas Holiday	24 December 25 December 26 December
• New Year's Eve	31 December

In addition, in any calendar year, the President on behalf of the Executive Board may designate up to two further days which shall constitute ECB holidays.

5.9 Maternity and adoptive leave

The provisions of Article 28(i) and (ii) of the Conditions of Employment are applied as follows:

5.9.1 On application by the member of staff, maternity leave shall start between three and six weeks before the expected date of confinement. It shall end when the period laid down in Article 28(i) or (ii) of the Conditions of Employment has elapsed, this period being calculated from the date on which the maternity leave starts or the actual date of

confinement, whichever occurs first. The expected date of confinement shall be included in the maternity leave note sent, at least three months before the expected date of confinement, to the Directorate General Human Resources, which shall afterwards confirm the maternity leave entitlement.

Where the employment contract expires after maternity leave has started but before its completion, the ECB shall pay the former member of staff an amount equivalent to that referred to in Article 5.9.4 for the entire period which would have been covered had the employment contract been extended for the entire duration of maternity leave. Throughout this period there is no eligibility for the allowances referred to in Article 36(a)(i) and (ii) of the Conditions of Employment, but there shall be eligibility for the benefits referred to in Article 36(a)(iii), (iv) and (v) of the Conditions of Employment. If the former member of staff is in receipt of allowances of a similar nature from other sources, such allowances shall be deducted from the amount payable under this provision. Any unemployment benefits to which the former member of staff is entitled shall be payable following the expiration of the period referred to in this provision.

5.9.2 Adoptive leave shall be granted for adoption of a dependent child as defined in Article 3.6.1. The total period of adoptive leave shall be granted to the adoptive parents subject to the total leave available to both parents in respect of the adoption on all legal grounds and from all sources being 20 weeks, or 24 weeks in the case of multiple adoptions within a one-year period. The adoptive leave shall be taken within a one-year period following the date of adoption as specified in the adoption certificate, or following the date specified as the start of custody in alternative documentation confirming the placement of a child, for whom a member of staff has lodged an application for adoption with the competent national authority, in the custody of that member of staff. Once such alternative documentation is provided, adoptive leave is granted on a provisional basis, subject to submission of the adoption certificate once it is available and, at the latest, within 18 months. Where necessary for the purposes of the adoption, it may be granted up to six weeks prior to the date of adoption. Subject to the interests of the service, the Director General Human Resources or their Deputy may authorise a member of staff to use the leave entitlement in several periods.

5.9.3 Annual leave shall remain unaffected by maternity and adoptive leave. There shall be no entitlement to special leave during maternity and adoptive leave. Any days of illness during maternity or adoptive leave shall be considered as maternity or adoptive leave respectively.

5.9.4 The basic salary and allowances shall be paid during maternity and adoptive leave.

5.9.5 Leave with rights equivalent to adoptive leave shall be granted upon request to a member of staff in respect of that member of staff receiving into their household a newborn child in circumstances where they do not meet the conditions for maternity or adoptive leave.

This leave shall start at the earliest one week before the day on which the child is expected to be born and at the latest one week after the day on which the child is born. Where such leave has been granted and the child is later adopted, no adoptive leave shall be granted for the adoption of that child.

For the purpose of this provision, 'child' means (a) a dependent child as defined in Article 3.6.1, and (b) a child for whom the member of staff has initiated an official procedure for the recognition of paternity or maternity or an equivalent procedure.

5.10 Special leave

The provisions of Article 28(iia) and (iii) of the Conditions of Employment shall be applied as follows:

5.10.1 On application by a member of staff, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, any other Head of Division in Directorate General Human Resources shall grant special leave as follows:

(a) marriage

- of the member of staff: four days,
- of a child as defined in Article 3.6.1(a): two days,
- of a (step)parent, (step)brother, (step)sister, grandparent, grandchild, (step)parent-in-law or a (step)parent of the member of staff's recognised partner: one day;

(b) death

- of spouse or recognised partner: four days,
- of a child as defined in Article 3.6.1(a) to (c): four days,
- of a (step)parent, (step)brother, (step)sister, grandparent, grandchild, (step)parent-in-law or a (step)parent of the member of staff's recognised partner: four days;

(c)* birth of a member of staff's legitimate or natural child, provided that the member of staff is not entitled to maternity leave: 20 days per child;

(ca) other cases of birth of a child where the member of staff can demonstrate that the applicable national law recognises them as the father or equivalent second parent, provided that (i) the member of staff is not entitled to maternity leave; and (ii) has not adopted the child: 20 days per child;

(cb) in the event of the death of the mother during maternity leave, the other parent, if the latter is a member of staff or a short-term contract employee, shall receive the

* Members of staff whose child was born or adopted between 8 October 2021 and 8 April 2022 shall be entitled to the increased amount of special leave granted by points (c), (ca) and (cc). In such cases, the increased amount of special leave shall be taken by 7 October 2022.

remaining days of maternity leave, as defined in Article 28(i) and (ii) of the Conditions of Employment in addition to the special leave entitlement under paragraphs (c) or (ca);

(cc) adoption of a child below the age of 18: 20 days per child. In the event that both adoptive parents are members of staff or short-term contract employees, this entitlement shall be granted only once and may be divided between both adoptive parents. If an adoption fails, special leave already taken under this paragraph shall not be revoked;

(d) change of residence of the member of staff

- on taking up appointment with the ECB: two days,
- other: one day;

(e) termination of contract, excluding resignation or a refusal by the Member of Staff to have their contract extended: to facilitate the search for a job, up to 5 days shall be granted.

Special leave under paragraphs (a), (b) and (d) shall be granted for the day of the event and/or the days immediately before or following the event that gives rise to the special leave. Special leave under paragraphs (c), (ca), and (cc) shall be granted within a timeframe starting two months before the projected birth or adoption date and ending six months after the actual date of birth or adoption. Special leave under paragraph (e) shall be granted within the three months preceding the end of the contract.

5.10.2 On application by a member of staff, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, any other Head of Division in Directorate General Human Resources shall grant special leave of up to five days per calendar year for the illness of a dependent child under the age of 18, where the member of staff provides a note issued by the dependent child's doctor stating that the illness requires the presence of the member of staff, without stating medical reasons or details.

On application by a member of staff, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, any other Head of Division in Directorate General Human Resources shall grant special leave of up to five days per calendar year for the medically certified hospitalisation of a dependent child under the age of 18 or when a child suffers from a serious illness or disability recognised in line with Article 3.6.4. In case of prolonged hospitalisation, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, any other Head of Division in Directorate General Human Resources may extend the special leave on a case-by-case basis.

Where a member of staff does not work for a full year, his/her entitlement to special leave shall be proportional to the period worked and rounded up to the nearest half hour.

5.10.3 On application by a member of staff, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, any other Head of Division in Directorate General Human Resources shall grant special leave of up to a total of ten days per calendar year, in the event of the illness of one or more of the following persons:

- their spouse or recognised partner,
- their child above the age of 18 or the child above the age of 18 of their spouse or recognised partner,
- their (step)parent, (step)brother, (step)sister, grandparent, grandchild,
- their (step)parent-in-law or a (step)parent of the member of staff's recognised partner,
- any other person who has lived in the member of staff's household for at least one year before the illness occurred.

Special leave shall be granted where the member of staff provides a note issued by the listed person's doctor stating that the illness requires the presence of the member of staff, without stating medical reasons or details.

Where a member of staff does not work for a full calendar year, his/her entitlement to special leave shall be proportional to the period worked and rounded up to the nearest half hour.

5.10.3a Days of unpaid leave in accordance with Article 5.10.2 and 5.10.3 shall affect only the basic salary, salary-based allowances, entitlements and contributions while other allowances, benefits, entitlements and contributions shall remain unaffected. Members of staff who have been granted unpaid leave in accordance with Article 5.10.2 and 5.10.3 shall remain covered under the accident insurance and contributions shall be calculated on the basis of the corresponding basic full-time salary as if the member of staff concerned had served a full month.

5.10.4 Members of staff may apply for special leave to be granted by the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, by any other Head of Division in Directorate General Human Resources where they have to fulfil legal duties (e.g. compulsory military reserve training, compulsory appearance as a witness before a court). Such leave will be granted if the members of staff are otherwise likely to be subject to penalties imposed by a national administration.

The number of days granted will be decided on a case by case basis, taking into account particular needs and circumstances.

Any emolument paid to the member of staff in connection with the grounds for the special leave will be deducted from his/her remuneration or may be credited to the ECB.

5.10.5 Additional special leave for the reasons mentioned in Articles 5.10.2 and 5.10.3, and special leave for other reasons, may be approved by the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, and in their absence, by any other Head of Division in Directorate General Human Resources on a case-by-case basis.

5.10.6 In addition to the days of special leave granted under Article 5.10.1(a), (b), (c), (ca), (cc) and (d), and Article 5.10.4, the member of staff shall be granted up to two days per calendar year for travelling to and from an event covered by those Articles by the same authority responsible for approving the member of staff's special leave:

(a) one day for travel by air, where the one-way flight time is up to four hours;

(b) one day for travel by other means than air travel over a distance between 200 and 400 km;

(c) two days where a combination of travel according to (a) and (b) is required, as well as for any travel of a longer duration or over a longer distance.

The days of special leave for travelling time shall be calculated on the basis of the quickest means of travel.

5.10.7 [deleted]

5.10.8 A member of staff on a fixed-term or permanent contract who has passed their probationary period and has completed at least one year of service is entitled to parental special leave of 40 working days for each dependent child and for each child living in the same household where the member of staff has a primary caregiver role due to adoption of a child. Parental special leave may only be used in the first three years after the birth of the child or the date of adoption.

Members of staff shall apply for parental special leave to their line manager in principle three months in advance and in any case as soon as possible. The line manager may ask the member of staff to bring forward or postpone parental special leave due to compelling business needs and in the interest of service and shall indicate in writing such a need.

Parental special leave can be taken in a non-consecutive manner, with no minimum requirement as to the number of days to be taken. The minimum time to be taken is one hour per day.

The basic salary and allowances shall be paid in full during parental special leave.

Parental special leave is available in addition to unpaid parental leave and maternity or adoptive leave.

Parental special leave is applicable in respect of children of members of staff born or adopted on or after 1 January 2025 and the rights under this Article 5.10.8 may be exercised as from 1 April 2025‡.

5.10.9 Annual leave shall remain unaffected by parental special leave. In line with Article 5.7.2, members of staff need to take at least 20 days of annual leave before the end of the calendar year also in the event that parental special leave is taken in the given year. There shall be no entitlement to other types of special leave during parental special leave. Any days of illness during parental special leave shall be considered as parental special leave.

5.11 Unpaid parental leave

The provisions of Article 29 of the Conditions of Employment are applied as follows:

5.11.1 A member of staff is entitled to unpaid parental leave to take care of each of his/her dependent children until the child reaches the age of ten years. Parental leave may also be taken for a child who needs constant care because of a serious illness or disability.

5.11.2 Unpaid parental leave shall be granted for a maximum of three years per child, which may be non-consecutive. The total unpaid parental leave granted to a member of staff shall not exceed six years. Notwithstanding this, a member of staff may still be granted two additional months of unpaid parental leave beyond this limit for each new dependent child. Parents who are both members of staff shall both be entitled to unpaid parental leave.

5.11.3 Members of staff shall apply for parental leave to the Director General Human Resources or their Deputy via their line manager at least three months in advance. In exceptional circumstances, the Director General Human Resources or their Deputy may also consider requests that were not submitted at least three months in advance.

5.11.4 The procedure described in Article 5.11.3 shall also apply to requests to extend parental leave. A member of staff may return to duty prior to the expiry of parental leave subject to a delay decided on a case-by-case basis. In any event, the delay shall not exceed six months or the expiry date of the parental leave, whichever is the sooner.

5.11.5 At the end of parental leave of six months, members of staff shall have the right to return to their position. At the end of parental leave of more than six months they shall have the right to return to their position or, if that is not possible, to a similar position.

5.11.6 Members of staff on parental leave shall retain the following entitlements.

(a) child and education allowances;

(b) incapacity allowance and death in service benefits;

(c) continued inclusion in the ECB's pension plan, but no contributions by the ECB or the member of staff will be paid;

---

‡ In respect of children of members of staff born or adopted on or after 1 August 2022 and before 1 January 2025, the rights set out in Article 5.10.8 shall apply, with the exception of the entitlement to parental special leave which shall be limited to 20 working days and may only be exercised between 1 April 2025 and 31 December 2027.

(d) continued cover under the ECB health insurance and long-term care insurance;

(e) continued cover under the accident insurance, provided that they pay their personal contributions, which shall be calculated on the basis of the corresponding basic full-time salary before the parental leave starts. Contributions shall be adjusted in line with salary adjustments and changes to the insurance premiums occurring during the period of parental leave. Alternatively, the member of staff may opt out of the accident insurance for the period of the parental leave.

5.11.7 No other leave, including parental special leave, shall be granted during unpaid parental leave nor shall annual leave accrue.

5.11.8 Periods of parental leave shall otherwise count as service.

5.12 Unpaid leave

The provisions of Article 30 of the Conditions of Employment are applied as follows:

5.12.1 Members of staff shall, at their request, be granted unpaid leave for their period of compulsory military or alternative service.

5.12.1a Subject to Article 5.12.2, members of staff holding an employment contract with the ECB for an indefinite period or who have been notified in writing by Directorate General Human Resources that their fixed-term contract will be converted into a contract for an indefinite period may also, at their request, be granted unpaid leave for any of the following reasons.

(a) Study: provided it is recognised by the Director General Human Resources or their Deputy as leading to an official degree or qualification.

(b) Mobility: for gainful employment in one of the following:

- a national central bank forming part of the ESCB or any other central bank;
- a national competent authority forming part of the SSM;
- an institution, body, office or agency of the European Union;
- an institution or organisation listed by the International Service for Remunerations and Pensions as a member of the group of international financial institutions and of other international organisations;

as well as, provided the Director General Human Resources or their Deputy considers the experience to be gained as a result of the period of employment or self-employment as relevant for the ECB:

- academia;
- the private sector;
- the national public sector or inter-governmental organisations entrusted with the performance of tasks in the public interest, to the extent not included above.

(c) Unrelated work: for any other type of gainful employment or self-employment that is not covered by paragraph (b).

5.12.1b Subject to Article 5.12.2, any member of staff may, at their request, be granted unpaid leave for reasons other than those mentioned in Article 5.12.1a. Such other reasons may include, for example, unpaid leave for personal reasons.

5.12.2 Members of staff may be granted unpaid leave on any of the grounds mentioned in Article 5.12.1a or 5.12.1b provided that:

(a) the ECB's business is not unduly affected; and

(b) the leave does not conflict with the ECB's legitimate interests, in particular that the private or professional activities to be undertaken by the member of staff during such leave do not give rise to a risk of a conflict of interest with their duties at the ECB.

5.12.3 (a) Unpaid leave in accordance with Article 5.12.1a or Article 5.12.1b may be granted for a minimum period of two consecutive weeks.

(b) At the request of the member of staff concerned, the ECB may extend the period of unpaid leave that has been granted in accordance with Article 5.12.1a or Article 5.12.1b provided the requirements of Article 5.12.2 continue to be met. Without prejudice to the provisions of paragraphs (c) to (e), the total duration of unpaid leave shall not exceed three years.

(c) When one or more periods of unpaid leave are taken, the maximum period of unpaid leave referred to in paragraph (b) is renewed (i.e. starts afresh) on the expiry of a period of five years in which the staff member has not taken any unpaid leave.

(d) The maximum period of three years referred to in paragraph (b), when used uninterruptedly, may, upon request, be extended once in the member of staff's career at the ECB by an additional and consecutive period of up to two years in the following cases and provided the requirements Article 5.12.2 continue to be met:

(i) the unpaid leave has been granted on the basis of mobility or unrelated work; or

(ii) the time between the end of the three year period referred to in paragraph (b) and the date on which the member of staff's employment contract is due to be terminated by reason of retirement is two years or less, and the member of staff requests to extend his unpaid leave for the remaining time until this date;

(e) The Chief Services Officer on behalf of the Executive Board may authorise derogations from the periods referred to in paragraphs (a) to (d) and from the number of extensions referred to in paragraph (d) for compelling personal reasons, or where such derogations are in the interest of the ECB.

5.12.4 On application by a member of staff, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy (for members of staff in salary

bands A to I), or the Director General Human Resources or their Deputy (for members of staff in salary bands J to L) shall decide on requests relating to unpaid leave in accordance with Article 5.12. Members of staff shall submit requests for unpaid leave, endorsed by their Head of Business Area, to the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, or to the Director General Human Resources or their Deputy according to the salary band allocation in the first sentence of this paragraph, at least three months in advance of the requested date of commencement of the unpaid leave. In exceptional circumstances, the Head of Division in charge of leave matters in Directorate General Human Resources or their Deputy, or the Director General Human Resources or their Deputy according to the salary band allocation in the first sentence of this paragraph may also consider requests that were submitted with less notice.

The same procedure and time frames as set out in the first paragraph shall apply to requests to: (a) extend any period of unpaid leave; and (b) return to duty prior to the expiry of a period of unpaid leave, which may be accommodated if this is compatible with the interest of the service.

5.12.5 During unpaid leave in accordance with Article 5.12, no other leave, including sick leave and maternity leave, shall accrue or be granted.

5.12.6 During unpaid leave, salary, allowances and the membership of the social security provided for in Parts 6 and 7 of, and the Annexes to, the Conditions of Employment, and Parts 6 and 7 of the Staff Rules shall be suspended.

Members of staff who have been granted unpaid leave may, not later than two weeks before the leave commences, apply to remain covered for the entire duration of their unpaid leave under the accident insurance for non-work related accidents as provided for in Article 34(b) of the Conditions of Employment.

Provided that during the unpaid leave the member of staff pays the full contribution, including the ECB's contribution, such cover shall be granted, unless

(a) they have been granted unpaid leave for compulsory military or alternative service; or

(b) their risk profile will significantly increase as a consequence of the activities to be performed during the period of unpaid leave.

Contributions to the accident insurance shall be calculated on the basis of the member of staff's basic full-time salary prior to the commencement of the unpaid leave. Contributions shall be adjusted in line with salary adjustments and changes to the insurance premiums occurring during the period of unpaid leave.

Unpaid leave shall not be considered service for the purpose of determining the duration of the unemployment allowance laid down in Article 6.5.1.

5.12.7 During unpaid leave, members of staff shall notify the ECB without undue delay of any events that may affect their unpaid leave, its purpose or duration, and of any other changes that may affect their rights, obligations and entitlements vis-à-vis the ECB.

5.12.8 Members of staff returning from unpaid leave shall return to the same or an equivalent position. If no such position is immediately available, they may be assigned to a position allocated to a lower salary band for an interim period, in which case their basic remuneration shall correspond to their basic salary prior to the commencement of the unpaid leave, adjusted in line with salary adjustments and disregarding any temporary promotion that may have expired during the leave.

Notwithstanding the provisions set out in the first paragraph, a member of staff who is not eligible for an Annual Salary and Bonus Review due to being on unpaid leave for mobility may, upon return, be awarded steps within their salary band in accordance with their professional development during the unpaid leave to the extent that it is relevant to their business area or to the ECB at large. The steps awarded shall not exceed those they could have achieved under the Annual Salary and Bonus Review had they continued to work at the ECB. The Director General Human Resources or their Deputy shall make this decision, after consulting the member of staff's line manager who shall provide an opinion which shall take into account the information provided by the returning member of staff.'

5.13 Sick leave

The provisions of Article 31 of the Conditions of Employment shall be applied as follows:

5.13.1 Members of staff unable to work because of illness or accident must, unless it is absolutely impossible, inform their immediate manager personally before 10 a.m. on the first day of absence. Members of staff who are not at their usual place of residence must let their immediate manager know where they can be contacted.

5.13.2 A sick leave note issued by the staff member's doctor is required where:

- the absence is longer than two consecutive working days per period of absence; or
- a member of staff is unable to work for the contractually agreed hours due to medical reasons; or
- a member of staff is unable to attend a disciplinary or underperformance hearing; or
- the illness or accident occurs during annual leave; or
- the uncertified absences exceed ten working days per annum.

Where sick leave coincides with a weekend or a public holiday, two consecutive working days means:

- a Friday and the following Monday; or
- a Tuesday and Thursday, for example, when Wednesday is a public holiday.

The sick leave note issued by the staff member's doctor shall indicate:

- the full name of the affected member of staff;
- their date of birth;
- the first and last day of sick leave;
- the date of issuance of the sick leave note;
- the issuing doctor's signature and stamp;
- confirmation that the staff member is unable to work (without stating medical reasons or details).

Members of staff shall ensure that no other data is provided in the sick leave note. A single sick leave note can certify an absence of up to a maximum of six weeks in duration.

Members of staff shall upload their sick leave note in their digital personal file in ISIS as soon as possible. If this is not feasible, they shall submit the sick leave note to the Directorate General Human Resources without delay.

Members of staff shall inform their immediate manager without delay if the sick leave is extended. Any extension beyond the duration specified in the sick leave note requires the submission of a new sick leave note.

5.13.3 Members of staff must report to their immediate manager on the first day they resume work after sick leave. If the absence was longer than six weeks or if the member of staff concerned wishes to resume his/her duties on a part-time basis, resumption of work is subject to clearance by the ECB's Medical Adviser.

5.13.4 A member of staff may consult the ECB's Medical Adviser at any time during his/her absence. The ECB may refer members of staff to the Medical Adviser at any time and members of staff shall make themselves available for a house call by the Medical Adviser, or other measure of a medical nature as requested by the Medical Adviser, including his/her requirement of a sick leave note issued by the member of staff's doctor for all absences. The Medical Adviser may ask the member of staff's doctor for relevant information.

PART 6 SOCIAL SECURITY

6.1 Payment during sick leave and decision to grant an incapacity allowance

The provisions of Article 32(a) to (c) of the Conditions of Employment are applied as follows:

6.1.1 Remuneration will not be paid beyond the term of the contract of employment.

6.1.2 The granting of an incapacity allowance in accordance with Article 32 of the Conditions of Employment shall be decided by the Director General Human Resources or their Deputy, acting on behalf of the Executive Board.

6.1.3 The Director General Human Resources or their Deputy shall examine on behalf of the Executive Board, in accordance with Article 32(c) of the Conditions of Employment, whether the repeated absence of a staff member constitutes a case of incapacity entitling him/her to an incapacity allowance.

6.1.4 The Director General Human Resources or their Deputy shall take all decisions on the granting of an incapacity allowance based on a summary medical proposal not containing confidential medical data submitted in accordance with the Staff Rules by the ECB's Medical Adviser or, where the proposal from the ECB's Medical Adviser has been challenged by the staff member, in accordance with a summary medical proposal not containing confidential medical data submitted by the Medical Committee set up in accordance with the Staff Rules.

6.2 ECB health insurance

Article 33 of the Conditions of Employment is applied as provided for in Annex III.

6.2a Long-term care insurance

Article 33a of the Conditions of Employment is applied as provided for in Annex IV.

6.3 Accidents, accidents at work and occupational diseases

The provisions of Article 34(a) and (b) of the Conditions of Employment are applied as follows:

6.3.1 (a) An accident means a sudden, involuntary occurrence adversely affecting the member of staff's health, the cause or one of the causes of which is external to the victim's organism. The following shall *inter alia* be considered accidents:

- poisoning,
- bites of animals or stings of insects resulting in infections, sicknesses and injuries or any other damage to health,
- exertion resulting in sprains, tears, lacerations or ruptures of muscles or tendons,
- acts carried out in a situation of emergency, in self-defence or when saving human life or salvaging property resulting in bodily injuries,
- assaults or attempts on the life of the member of staff, including in the course of strikes or disturbances, unless the member of staff participated of their own free will in the violent action in which they were injured, other than in self-defence.

(b) An accident at work means an accident fulfilling the definition of paragraph (a), occurring by virtue of, and in the performance of, a member of staff's duties at the ECB. This definition includes any accident occurring:

- on the ECB's premises,
- during duly authorised teleworking,

- during business travel,
- during normal transit between ECB buildings,
- on the journey between the place of residence for the purposes of the member of staff's employment and the place of work and vice versa.

(c) Accidents shall be excluded from the benefits provided under Article 34(a) and (b) of the Conditions of Employment if they are due to the following causes:

(i) wilful involvement of the member of staff in a brawl except if the following three cumulative conditions are met:

1. the brawl occurred in the course of, or in connection with, the performance by the member of staff of their duties at the ECB or on their way to and from work, including business travel,
2. the member of staff was called to account and placed in a position of self-defence or saving human life,
3. the brawl or the accident was not the result of inexcusable conduct by the member of staff;

(ii) manifestly reckless acts committed by the member of staff, including but not limited to their participation by means of motorised equipment in sporting contests, races and official trials;

(iii) a blood alcohol level of the member of staff who is the victim of an accident, of more than 0.5 mg/ml in the case of accidents resulting from the driving of any motor vehicle, and of more than 1.4 mg/ml in the case of any other accident;

(iv) the use by the member of staff of drugs not prescribed by a doctor, except in case of error;

(v) the deliberate handling by the member of staff of weapons or ammunition, except in an emergency or in the course of or in connection with the performance by the member of staff of their official duties;

(vi) practice of any of the following sports without professional supervision: boxing, karate, bungee jumping, any airborne sports activities, any water sports activities other than swimming in controlled or supervised waters, speleology, climbing cliffs or pinnacles of rock or mountain peaks otherwise than on beaten tracks;

(vii) a criminally punishable wilful act which has been the subject of a final verdict to immediate imprisonment. If that sentence was passed in a country of which the member of staff is not a national, the exclusion from cover shall apply only if the judicial proceedings guaranteed the fundamental rights of defence and

if the same act would have been punishable by immediate imprisonment under the law of the State of which the member of staff is a national;

(viii) the intentional provision of false or incomplete information concerning the occupational health and safety standard of the remote workplace or the omission, by negligence or otherwise, to notify the ECB of significant changes to the remote work location or to work equipment.

In order to apply, the disqualifying behaviour in question must have directly increased the risk of the accident occurring.

6.3.2 An occupational disease means a pathology listed in the *European schedule of occupational diseases* laid down in Annexes I and II to Commission Recommendation 2003/670/EC of 19 September 2003 concerning the European schedule of occupational diseases*, where the member of staff contracted the pathology in the performance of their duties at the ECB.

6.3.3 Reimbursement of reasonable and customary medical and dental expenses incurred as a result of an accident or occupational disease shall be regulated as follows.

(a) Members of staff who suffer an accident at work or contract an occupational disease may apply for reimbursement of expenses from the administrator. Expenses shall be reimbursed at the rate of 100% without the application of the maximum limits for reimbursement provided under the ECB health insurance.

(b) Members of staff who suffer a non-work related accident may apply for reimbursement of expenses from the administrator if, at the date of the accident, they were insured members of the ECB health insurance. In this case, applications for reimbursement of expenses will be processed by the administrator in accordance with Appendix I (Schedule of benefits) to Annex III. If they were not insured members of the ECB health insurance, members of staff shall be responsible for the medical and dental expenses incurred.

In the event of disagreement between the administrator and a member of staff or those entitled under them, concerning the reimbursement of expenses related to reimbursement of medical and dental expenses incurred as a result of an accident at work or occupational disease, the matter shall be determined in accordance with the complaints procedure laid down in the insurance policy. The ECB shall bear no liability in respect of such applications for reimbursement of expenses.

6.3.4 If a member of staff suffers an accident during a period for which they were granted special leave for compulsory military reserve training pursuant to Article 28(iii) of the Conditions of Employment or unpaid leave pursuant to Article 30 of the Conditions of Employment, benefits of the same kind paid from other sources shall be deducted from those payable

* OJ L 238, 25.9.2003, p. 28

under this Article insofar as the member of staff is insured under the ECB's accident insurance.

6.3.5 (a) The indemnity provided for in Article 34(b)(i) of the Conditions of Employment shall be paid also following the unexplained disappearance of a member of staff if, on expiry of a period of one year and following an investigation into the circumstances of the disappearance, the member of staff is presumed dead unless there are grounds for presuming that the death was not due to an accident.

(b) Where a member of staff is found to be alive after all, or part of the indemnity under Article 34(b)(i) of the Conditions of Employment has been paid, all sums paid shall be reimbursed by the member of staff and those entitled under them. Special arrangements may be made by the ECB to effect such reimbursement.

(c) Where, following payment of the indemnity provided for in Article 34(b)(ii) or (iii) of the Conditions of Employment, the member of staff dies as a result of the same accident or the same occupational disease which gave rise to the entitlement to the indemnity, the indemnity referred to in Article 34(b)(i) of the Conditions of Employment shall be payable only if that indemnity exceeds the indemnity paid pursuant to Article 34(b)(ii) or (iii) of the Conditions of Employment and only in respect of the difference.

6.3.6 (a) Total or partial permanent invalidity shall be measured in terms of physical impairment as laid down in the European disability rating scale in Annex I to the Staff Rules.

(b) For the purposes of the indemnity provided for in Article 34(b)(ii) of the Conditions of Employment, a member of staff shall be considered to have sustained total permanent invalidity as a result of an accident or an occupational disease when the resulting physical impairment is 100%.

(c) Total or partial permanent invalidity resulting from injuries to limbs or organs previously disabled shall only be indemnified by the difference between the degree of invalidity before and after the accident or occupational disease.

(d) The assessment of injuries to healthy limbs or organs damaged in the accident or by the occupational disease shall take into account the state of infirmity of other limbs or organs not affected by the accident or the occupational disease and provided that those limbs or organs function in synergy with those damaged in the accident or the occupational disease. In that case, the indemnity shall cover also the total or partial loss of the function.

The indemnity for partial permanent invalidity resulting from the partial loss of function shall be determined according to the following rule:

$i = (V1 – V2) / V1 *100$

i = invalidity to be granted for the accident or the occupational disease taking account of the state of infirmity of the organ that acts in synergy not affected by the accident or the occupational disease

V1 = validity before the accident or the occupational disease

V2 = validity remaining after the accident or the occupational disease.

(e) The total indemnity for total or partial invalidity on several counts arising out of the same accident or the same occupational disease shall be obtained through addition but such total shall not exceed either the total indemnity of the insurance for permanent total invalidity or the partial sum insured for the total loss or the complete loss of use of the limb or organ injured.

6.3.7 Where, as a result of an accident at work or an occupational disease, the member of staff is incapacitated to such an extent that they cannot do without the permanent assistance of another person, the Director General Human Resources or their Deputy may, after consulting the doctor appointed by them, or the Medical Committee established in accordance with Article 6.6, grant a monthly flat-rate allowance equal to the justified expenditure and not exceeding 150% of the minimum subsistence figure referred to in Article 35 of the Conditions of Employment.

In cases where parts of the justified expenditure are covered by any reimbursements payable for nursing expenses under the ECB health insurance or another health insurance, the flat-rate allowance shall be reduced accordingly. The flat-rate allowance shall also be reduced by an amount equivalent to any long-term care benefits received under the long-term care insurance or an alternative equivalent insurance where applicable. Members of staff concerned shall declare such amounts, which shall be deducted from the flat-rate allowance.

The decision to grant such an allowance shall be subject to review at intervals of not more than three years, to be determined by the Director General Human Resources or their Deputy.

6.3.8 The benefits payable under Article 34(b)(i) to (iii) of the Conditions of Employment shall be calculated on the following basis:

- in the case of an occupational disease, the monthly basic full-time salary paid in the 12 months preceding (i) the date on which the disease is first diagnosed or, failing that, (ii) the date on which the member of staff first becomes incapable of working as a result of the disease or, failing that, (iii) the date of submission of a request as laid down in Article 6.3.11(a). For former members of staff, benefits shall be calculated on the basis of the monthly basic full-time salary paid during the last 12 months of employment.
- in the case of an accident, the monthly basic full-time salary paid in the 12 months preceding the date of the accident.

6.3.9 No reimbursement of expenses, indemnity or allowance under Article 6.3.7 shall be payable to a member of staff or those entitled under them whose accident or occupational disease arose from a situation in which they intentionally caused or contributed to the death or injury of another person.

6.3.10 (a) Members of staff who suffer an alleged accident at work or those entitled under them shall report it to the Directorate General Human Resources.

Where the alleged accident at work results in death or where it is impossible for the member of staff or those entitled under them to report it, this may be done by any member of their family or any other person with knowledge of the facts.

The report shall specify the date and time, the causes and the circumstances of the alleged accident at work and also the names of witnesses and of any third party which may be liable. A medical certificate shall be sent to the ECB's Medical Centre specifying the nature of the injuries and the probable consequences of the alleged accident at work. This medical certificate shall not be part of the report sent to the Directorate General Human Resources.

(b) The report shall be submitted not later than 10 working days following the date on which the alleged accident at work occurs except where the Director General Human Resources or their Deputy has established that the delay was justified by force majeure or by any other legitimate reason.

(c) The Directorate General Human Resources may investigate whether the reported incident constitutes an accident at work.

(d) Members of staff who sustain a non-work related accident within the meaning of Article 6.3.1(a) that might give rise to reimbursement of expenses under the ECB health insurance, or those entitled under them, shall report the accident to the administrator mentioned in Article 6.3.3.

6.3.11 (a) Members of staff who request the recognition of an occupational disease and thereby the application of Article 6.3 shall submit a written request to the Directorate General Human Resources within a reasonable period following the onset of the disease or the date on which it is diagnosed for the first time. This request shall not contain any confidential medical data.

Related medical certificates and any other supporting documents shall be submitted only to the ECB's Medical Centre. For medical conditions included in Annex II to Commission Recommendation (EU) 2022/2337[§], this documentation shall include evidence that the member of staff contracted the pathology in the performance of their duties at the ECB.

---

§ Commission Recommendation (EU) 2022/2337 of 28 November 2022 concerning the European schedule of occupational diseases (OJ L 309, 30.11.2022, p. 12, ELI: http://data.europa.eu/eli/reco/2022/2337/oj).

The request may be submitted by the member of staff where the symptoms of the disease allegedly caused by the performance of their duties at the ECB become apparent during employment; or by the former member of staff, where they become apparent after the termination of employment. Where a member of staff dies as a result of a disease allegedly caused by the performance of their duties at the ECB, it may also be submitted by those entitled under them.

(b) The ECB's Medical Adviser shall investigate the nature of the disease and assess whether the disease has resulted from the performance of the member of staff's duties at the ECB, considering the circumstances in which it has arisen and paying due regard to the "Information notices on occupational diseases: a guide to diagnosis"** published by the European Commission.

(c) The doctors appointed by the Director General Human Resources or their Deputy pursuant to Article 6.3.12(a) shall state their findings as provided for in the same Article by submitting a report to the Directorate General Human Resources about the outcome of their assessment and, in particular, the existence or not of an occupational disease, without revealing confidential medical data.

6.3.12 (a) On the initiative of a member of staff or those entitled under them and in accordance with the procedure laid down in Article 6.3.13, the Director General Human Resources or their Deputy shall adopt a decision:

(i) to recognise an accident at work,

(ii) to recognise the occupational nature of a disease,

(iii) to establish the degree of permanent invalidity after consolidation of injuries pursuant to Article 6.3.14(c).

Such decisions shall be taken on the basis of expert medical opinion of one or more doctors appointed by the Director General Human Resources or their Deputy and, in the event of an appeal pursuant to Article 6.3.13(b), after consulting the Medical Committee established in accordance with Article 6.6.

(b) Failure by a member of staff to attend a consultation requested by the doctors appointed by the Director General Human Resources or their Deputy, or the Medical Committee established in accordance with Article 6.6, shall lead to the termination of the case, except where the Director General Human Resources or their Deputy has established that such failure was justified by *force majeure* or by any other legitimate reason.

(c) With regard to decisions concerning the recognition of non-work related accidents and the assessment of the related degree of permanent invalidity, the member of

** European Commission, Information Notices on Occupational Diseases: A Guide to Diagnosis, Publications Office, Luxembourg, 2009, ISBN 978-92-79-11483-0 (https://osha.europa.eu/en/legislation/guidelines/information-notices-occupational-diseases-guide-diagnosis).

staff or those entitled under them shall claim the indemnity provided for in Article 34(b)(i) to (iii) of the Conditions of Employment from the insurer on the basis of the ECB accident insurance policy in force at the time of the accident. The ECB shall bear no liability in respect of such claims.

6.3.13 (a) Before taking a decision pursuant to Article 6.3.12(a), the Director General Human Resources or their Deputy shall prepare a draft decision and notify it to the member of staff or those entitled under them. The member of staff or those entitled under them may request that the full medical report be communicated to a doctor chosen by them.

(b) Within two months from the date on which the draft decision is communicated to them, the member of staff or those entitled under them may request that the Medical Committee established in accordance with Article 6.6 delivers its opinion. This request shall contain the name of the doctor representing the member of staff or those entitled under them together with a medical report from that doctor setting out the medical issues disputed in relation to the medical report of the doctors appointed by the Director General Human Resources or their Deputy.

(c) Where, on expiry of this period, no request has been made for consultation of the Medical Committee, the Director General Human Resources or their Deputy shall adopt a decision in accordance with the draft decision previously notified to the member of staff or those entitled under them.

6.3.14 (a) Members of staff who have submitted a request for recognition of an accident at work or an occupational disease shall inform the ECB's Medical Centre of any change in their state of health by submitting medical certificates.

(b) If members of staff provide no information under paragraph (a) for more than six months, they will be presumed to have recovered and the case will be terminated.

(c) The decision pursuant to Article 6.3.12(a)(iii) to establish the degree of invalidity shall be taken after the member of staff's injuries resulting from the accident at work or occupational disease have consolidated. Such injuries shall be considered to have consolidated where they have stabilised or will diminish only very slowly and to a very limited extent. To this end, the member of staff concerned shall submit a medical report confirming the stabilisation and nature of their injuries to the ECB's Medical Centre. The doctors appointed by the Director General Human Resources or their Deputy or, where appropriate, the Medical Committee established in accordance with Article 6.6, may decide that consolidation has taken place regardless of the conclusions of this medical report or in the absence of such a report.

Where it is impossible to define the degree of invalidity after medical treatment is concluded, the findings of the doctors appointed pursuant to Article 6.3.12(a) or,

where appropriate, the report of the Medical Committee established in accordance with Article 6.6, shall specify a deadline for reviewing the member of staff's case.

(d) Where an occupational disease is recognised and the member of staff's injuries are found not to have consolidated pursuant to paragraph (c), the Director General Human Resources or their Deputy shall grant a provisional indemnity corresponding to the undisputed proportion of the permanent invalidity rate. That indemnity shall be set off against the final indemnity.

(e) Paragraph (d) shall also apply to decisions concerning the recognition of accidents at work where the degree of invalidity is more than 20% and the member of staff's injuries are found not to have consolidated pursuant to paragraph (c).

6.3.15 (a) In cases other than those referred to in Article 6.3.12(a), where the Director General Human Resources or their Deputy is required to adopt a decision after consulting the doctor appointed by them, the Director General Human Resources or their Deputy shall prepare a draft decision and notify it to the member of staff or those entitled under them. The member of staff or those entitled under them may request that the full medical report be communicated to a doctor chosen by them. Within 30 days from the date on which the draft decision is communicated to them, the member of staff or those entitled under them may request consultation of another doctor, to be chosen by agreement between the doctor appointed by the Director General Human Resources or their Deputy and the doctor appointed by the member of staff or those entitled under them. If, on the expiry of that period, no request for such consultation has been made, the Director General Human Resources or their Deputy shall adopt a decision in accordance with the draft decision previously notified to the member of staff or those entitled under them.

(b) The expenses incurred in consulting the doctor appointed by agreement under paragraph (a) shall be borne by the ECB. However, where the opinion of that doctor is in accordance with the draft decision previously notified, the member of staff or those entitled under them shall pay the fee and incidental expenses involved in such consultation.

6.3.16 Recognition of total or partial permanent invalidity pursuant to Article 34(b)(ii) and (iii) of the Conditions of Employment shall in no way prejudice application of Article 32 of the Conditions of Employment and vice versa.

6.3.17 Decisions taken under this Article shall be subject to the appeals procedures laid down in Articles 41 and 42 of the Conditions of Employment initiated by the member of staff or those entitled under them only on the grounds of alleged procedural defects or irregularities. The appeals procedures may not be used to challenge medical findings or conclusions which shall be regarded as definitive provided that the conditions in which they were made are not irregular.

6.4 Death - reimbursement of repatriation cost

In the event of the death of a member of staff, his/her spouse/recognised partner or dependent children, the ECB shall reimburse the costs involved in repatriating the body from the member of staff's place of employment to his/her original place of residence. However, in the event of a member of staff's death during official business travel, the ECB shall bear the costs involved in repatriating the body from the place where death occurs to the member of staff's original place of residence or place of employment.

6.5 Unemployment benefits

The provisions of Article 36 of the Conditions of Employment are applied as follows:

6.5.1 In determining the duration of the allowance, the additional months referred to in calculating monthly unemployment allowance after twelve months of unemployment shall be one additional month per year of service over three years and one additional month per age bracket of two years after the age of forty.

6.5.2 Not later than one month following the date of termination of his/her service, the former member of staff shall forward to the Directorate General Human Resources evidence that he/she is registered as unemployed and is seeking employment through the competent employment authorities of the state in which he/she has established or establishes his/her residence.

Such evidence shall be provided for each further month of unemployment and after each period of the suspension of entitlements.

6.5.3 The unemployment benefits shall nevertheless be granted if the former member of staff is unable to register as seeking employment because of the absence of any competent national authority or rejection of his/her application by such authority in the case of illness, accident, maternity, invalidity or a situation recognised as being similar.

6.5.4 The allowance shall be subject to the tax for the benefit of the European Communities.

6.5.5 Entitlement to the household allowance shall be calculated on the basis of the unemployment allowance.

6.5.7 Extension of cover under the ECB accident insurance shall be for a maximum period of six months subject to the payment of half of the premium based on the unemployment benefit payable.

6.5.8 If the former member of staff ceases to fulfil the conditions of entitlement, the payment of the benefits is suspended. Payment is resumed if, before the expiry of the two-year period, the conditions are again fulfilled.

6.5.9 The above benefits

(a) are paid monthly in arrears. When they are not due in respect of a whole month, they shall be calculated on the basis of a 30-day month;

(b) are paid to the surviving dependents as appropriate in the case of death;

6.5a. The provisions of Article 36a of the Conditions of Employment are applied as follows:

6.5a.1 Members of staff requesting the benefits under Article 36a of the Conditions of Employment shall submit evidence of their being registered as unemployed and seeking employment in accordance with the conditions set out in Article 6.5.2.

On the basis of the evidence presented, the Director General Human Resources or their Deputy shall decide on the payment of the special allowance and the related benefits.

The Director General Human Resources or their Deputy may request further evidence in particular to prove that the member of staff is not able to find a suitable alternative occupation.

6.5a.2 Articles 6.5.4, 6.5.5, 6.5.6, 6.5.7, 6.5.8 and 6.5.9 shall apply accordingly.

6.6 Medical Committee

6.6.1 The Medical Committee shall consist of three doctors:

(a) one appointed by the member of staff or those entitled under them;

(b) one appointed by the Director General Human Resources or their Deputy;

(c) one appointed by agreement between the doctors appointed under paragraphs (a) and (b), and who shall neither have been consulted by the member of staff nor have been contracted to provide services as Medical Adviser or General Practitioner to the ECB prior to their appointment to a Medical Committee.

Where agreement cannot be reached on the appointment of the third doctor within a period of two months following the appointment of the second doctor, the President of the *Hessian Landesärztekammer* shall appoint the third doctor at the request of either party.

Irrespective of the method of appointment, the third doctor shall possess relevant medical expertise to produce an expert opinion related to the medical condition of the member of staff.

6.6.2 The member of staff or those entitled under them shall notify the appointment of the doctor under Article 6.6.1(a) to the Directorate General Human Resources within 30 days of the latter notifying the member of staff of the appointment of the doctor under Article 6.6.1(b). If the member of staff or those entitled under them fails to appoint a doctor who is willing to act as a member of the Medical Committee, a doctor not previously consulted by the member of staff in connection with the medical issue in question shall be appointed on their behalf by the President of the *Hessian Landesärztekammer*.

6.6.3 (a) The Medical Committee shall be responsible for determining medical appeals.

In its three-member composition, it shall also be competent to decide on all disputes relating to medical opinions expressed for the purposes of the Conditions of Employment and the Staff Rules, on the one hand by the doctor designated by the Director General Human Resources or their Deputy and, on the other, by the doctor designated by the member of staff concerned.

(b) Cases shall be submitted to the Medical Committee either on the initiative of the Director General Human Resources or their Deputy or at the request of the member of staff concerned or those entitled under them.

(c) The Director General Human Resources or their Deputy shall define the terms of reference of the Medical Committee. These shall cover medical matters raised by the report of the doctor representing the member of staff or those entitled under them and other relevant medical reports transmitted to or by the ECB.

The fees and incidental expenses of the doctors making up the Medical Committee shall be set in accordance with the *Justizvergütungs- und -entschädigungsgesetz*[*] .

(d) Before establishing the terms of reference of the Medical Committee, the Directorate General Human Resources shall inform the member of staff or those entitled under them of the fees and incidental expenses which are liable to be borne by them in accordance with Article 6.6.5. The member of staff or those entitled under them may not under any circumstances object to the third doctor on account of the amount of the fees and expenses requested by them.

6.6.4 (a) The member of staff or those entitled under them shall be responsible for submitting to the Medical Committee all relevant medical documents concerning them. These shall include any reports or certificates from the member of staff's doctor and from doctors consulted in connection with the medical issue in question. The member of staff or those entitled under them shall provide the doctor appointed by them under Article 6.6.1(a) with the names of all doctors consulted in connection with the medical issue in question.

(b) The Medical Committee shall meet at the latest within 60 days following the appointment of the third doctor.

(c) The Medical Committee shall examine collectively all the available documents likely to be of use to it in its assessment and shall take all decisions by majority vote. The third doctor shall be responsible for providing the secretariat and drafting the report. The Medical Committee may decide on and adopt its own rules of procedure. The Medical Committee may request additional examinations and consult experts in order to carry out its task.

(d) The Medical Committee may deliver medical opinions only on the facts submitted to it for examination or which are brought to its attention. If the Medical Committee considers that its task may entail a legal dispute, it shall abstain from providing opinions on the legal aspects of the case.

---

[*] Gesetz über die Vergütung von Sachverständigen, Dolmetscherinnen, Dolmetschern, Übersetzerinnen und Übersetzern sowie die Entschädigung von ehrenamtlichen Richterinnen, ehrenamtlichen Richtern, Zeuginnen, Zeugen und Dritten (Justizvergütungs- und -entschädigungsgesetz - JVEG) http://www.gesetze-im-internet.de/bundesrecht/jveg/gesamt.pdf.

(e) On completing its deliberations, the Medical Committee shall adopt its opinion in the form of a medical report. Such medical report shall be added by the ECB's Medical Centre to the medical file of the member of staff concerned. The Medical Committee shall provide a summary, which shall not contain confidential medical data from this report, to the Director General Human Resources and their Deputy. On the basis of the summary, the Director General Human Resources or their Deputy shall notify the member of staff or those entitled under them of their decision, together with the summary not containing confidential medical data from the Medical Committee. The member of staff or those entitled under them may request that the Medical Committee's full report be transmitted to a doctor of their choice.

(f) The deliberations of the Medical Committee shall be secret.

6.6.5 Fees and incidental expenses incurred in connection with the proceedings of the Medical Committee shall be borne as follows:

(i) where the opinion of the Medical Committee is in accordance with the draft decision of the Director General Human Resources or their Deputy, members of staff or those entitled under them shall pay the fees and incidental expenses of the doctor appointed by them and half of the fees and incidental expenses of the third doctor;

(ii) where members of staff or those entitled under them decide to discontinue the procedure for referral to the Medical Committee, they shall pay the fees and incidental expenses of the doctor appointed by them, and half of the fees and incidental expenses of the third doctor, in respect of the part of the work that has been completed;

(iii) where the opinion of the Medical Committee is not in accordance with the draft decision of the Director General Human Resources or their Deputy, the ECB shall pay all the fees and incidental expenses;

(iv) the total amount members of staff or those entitled under them shall pay in accordance with subparagraphs (i) or (ii) shall be limited to EUR 500. However, if members of staff or those entitled under them agree with the doctor appointed by them, or appointed on their behalf, fees or incidental expenses that are higher than those regulated in the *Justizvergütungs- und -entschädigungsgesetz*, or if the doctor appointed by the members of staff or those entitled under them, or appointed on their behalf, is not resident at the place of work of the member of staff, the limit of EUR 500 shall not apply for the sums exceeding the tariffs provided in the *Justizvergütungs- und -entschädigungsgesetz* or for the travel expenses of that doctor.

6.6.6 In exceptional cases, the Director General Human Resources or their Deputy, after consulting the doctor appointed by them, may decide that all fees and incidental expenses referred to in Article 6.6.5 are paid by the ECB.

6.7 Staff assigned to administrative procedures related to health

Without prejudice to other obligations of confidentiality and professional secrecy to which they are subject, members of staff assigned to administering Articles 5.13, 6.1, 6.3 and 6.6 of, and Annexes III and IV to, the Staff Rules and Articles 5.10, 6.2 and 6.4 of the Rules for Short-Term Employment shall be required to observe confidentiality regarding all information and expenses which come to their attention in the course of the performance of their duties. They shall continue to be subject to this obligation after their duties have ceased.

PART 7 PENSION

7.1 Dispute settlement procedures

Any dispute as defined in the pension arrangements for members of staff of the ECB, referred to in Part 7 of the Conditions of Employment, arising between any of the following:

- the Administrator,
- the Oversight Committee,
- the Core Benefit Investment Committee,
- the Flexible Benefit Investment Committee

shall be dealt with in accordance with the procedure laid down in the Terms of Reference of the Oversight Committee, the Core Benefit Investment Committee and/or the Flexible Benefit Investment Committee, as appropriate.

PART 8 APPEALS AND DISCIPLINARY PROCEDURES

8.1 Administrative review and grievance procedures

The provisions of Article 41 of the Conditions of Employment are applied as follows:

8.1.1 A member of staff may ask the Director General Human Resources or their Deputy, to take a decision relating to them. The member of staff shall be notified of a reasoned decision within two months from such request. If the member of staff has not received a reasoned decision within two months from their request, this shall be deemed to constitute an implied decision rejecting the request, against which an administrative review may be lodged.

8.1.2 A member of staff may request an administrative review of a decision within two months from the date on which it was communicated to them. They shall submit their request to the Director General Human Resources or their Deputy.

8.1.3 The Director General Human Resources or their Deputy shall notify the member of staff of their decision in writing within two months from the date on which the request for an administrative review was submitted to them.

8.1.4 A member of staff who remains dissatisfied with the decision following the administrative review procedure, or who has not received a decision within two months from the Director General Human Resources or their Deputy, may use the grievance procedure set forth below.

8.1.5 A member of staff may initiate a grievance procedure within two months from the date on which

(a) the decision taken under the administrative review procedure giving rise to the grievance has been notified to the member of staff; or

(b) the period of two months from the request to the Director General Human Resources or their Deputy expired without such a decision referred to in paragraph (a) having been taken.

The member of staff shall submit the request for a grievance procedure to the President together with any relevant documents. The request shall clearly state the reasons for challenging the decision and the relief sought.

The President shall notify the decision to the member of staff within two months from the date on which the request was submitted to them.

8.1.6 The following decisions shall be subject to a special appeals procedure:

(a) decisions taken by the Chief Services Officer, on behalf of the Executive Board;

(b) decisions taken by the Executive Board;

(c) decisions taken by the Director General Human Resources or their Deputy following a request for interim support measures under Article 0.4bis.1a.3;

(d) decisions taken in response to a request for protection against retaliation under Article 0.4bis.7, including decisions taken in this regard by the Chief Compliance and Governance Officer;

(e) decisions referred to in Article 33 of Annex XI;

(f) decisions taken by the President acting as competent authority in accordance with Article 0.4bis.3.1(b) and Decision (EU) 2020/1575 of the European Central Bank (ECB/2020/54)††.

†† Decision (EU) 2020/1575 of the European Central Bank of 27 October 2020 as regards the assessment of and follow-up on information on breaches reported through the whistleblowing tool where a person concerned is a high-level ECB official (ECB/2020/54) (OJ L 359, 29.10.2020, p. 14, ELI: http://data.europa.eu/eli/dec/2020/1575/oj).

A member of staff may initiate a special appeal within two months from the date on which any of the above decisions was communicated to them. The special appeal shall clearly state the reasons for challenging the decision and the relief sought.

Special appeals against decisions under points (a) to (e) shall be submitted to the President together with any relevant documents.

Special appeals against a decision under point (f) shall be submitted to the Vice-President together with any relevant documents.

The President, or the Vice-President, as the case may be, shall notify the Executive Board's decision to the member of staff within two months from the date on which the special appeal was submitted.

8.1.7 The submission of a request for an administrative review, a grievance procedure or an appeals procedure shall not by itself have the effect of suspending the decision in question or any action pursuant to that decision. However, at the member of staff's request, the Director General Human Resources or their Deputy in the case of an administrative review, or the President in the case of a grievance, or the Executive Board in the case of an appeal, may suspend the decision, or any action pursuant to that decision.

8.1.8 A member of staff may seek the assistance of a staff representative in the course of an administrative review, grievance procedure or appeals procedure.

8.2 Appeals to the Court of Justice of the European Union

The provisions of Article 42 of the Conditions of Employment are applied as follows:

8.2.1 Appeals to the Court of Justice of the European Union shall be filed within two months from the date on which:

- the member of staff concerned is notified of the final decision taken in a grievance or appeals procedure, or
- the period of two months which applies in the grievance or appeals procedure expires without such a final decision having been taken. Nevertheless, if the final decision in a grievance or appeals procedure is taken after this two-month period but before the two-month period for filing an appeal to the Court of Justice of the European Union has expired, the period for filing an appeal shall start to run afresh.

8.3 Administrative investigations and disciplinary procedures

The provisions of Articles 43a, 44 and 45 of the Conditions of Employment are applied as follows.

8.3.1 'Breach of professional duties' shall have the same meaning as a breach as defined in Article 0.4bis.1.

8.3.2 Where there is a suspicion of a breach by a member of staff, administrative investigations may be launched to establish the facts and circumstances. The rules and procedures relating to administrative investigations are laid down in Annex XI.

If the administrative investigation establishes facts and circumstances indicating a potential breach of professional duties by a member of staff, including any aggravating and/or extenuating circumstances, the appointing authority shall decide on the initiation of a disciplinary procedure after having heard the member of staff concerned. The rules and procedure in relation to the conduct of such hearing following administrative investigations are laid down in Annex XI.

Time limits for initiation of disciplinary proceedings

8.3.3 Disciplinary proceedings shall be initiated at the latest within five years from the date on which the alleged breach ceases, save in cases of serious misconduct for which a dismissal may be imposed, where the time limit shall be ten years.

The member of staff subject to the disciplinary proceedings shall be informed in writing of the initiation of the disciplinary proceedings and of the allegations made against them.

Disciplinary proceedings not involving the Disciplinary Committee

8.3.4 If, on the basis of the final reasoned report drawn up in accordance with Article 28 of Annex XI, the appointing authority initiated a disciplinary procedure without the involvement of a Disciplinary Committee in relation to members of staff in salary bands A to J, the Director General Human Resources or their Deputy may decide:

(a) to impose a disciplinary measure in the form of a written warning or a written reprimand after hearing the member of staff concerned;

(b) not to impose a disciplinary measure and inform the member of staff that no case can be made against them;

(c) not to impose a disciplinary measure even if there is or appears to have been a breach of professional duties.

For members of staff in salary bands K and L, the decisions referred to in this Article shall be taken by the Chief Services Officer, acting on behalf of the Executive Board, except the decision to impose a disciplinary measure not exceeding a written warning or a written reprimand, which shall be taken by the President.

For members of staff in salary band M, all the decisions referred to in this Article shall be taken by the President.

The final reasoned report drawn up in accordance with Article 28 of Annex XI shall be provided to the member of staff. On receipt of the report, they shall have the right to obtain their complete personal file and take copies of all documents relevant to the proceedings, including extenuating and exonerating evidence. They shall be given not less than 15 calendar days from receipt of the report to prepare their defence.

Disciplinary proceedings involving the Disciplinary Committee

8.3.5 If, on the basis of the final reasoned report drawn up in accordance with Article 28 of Annex XI, the appointing authority initiated a disciplinary procedure with the involvement of a Disciplinary Committee, the Executive Board (for members of staff above salary band L) or the Chief Services Officer, acting on behalf of the Executive Board (for members of staff at salary band L or below) shall convene a Disciplinary Committee in accordance with Article 8.3.7.

8.3.6 The imposition of disciplinary measures other than a written warning or a written reprimand shall require the involvement of the Disciplinary Committee.

8.3.7 The Disciplinary Committee shall be composed of five members, appointed by the Chief Services Officer, acting on behalf of the Executive Board, for members of staff at salary band L or below, or the Executive Board, for members of staff above salary band L, as follows:

(a) a non-voting Chair from a list composed of former high-ranking officials of another Union institution, senior members of another international organisation or judges with experience in employment or administrative law matters. They shall be remunerated on a daily basis at a level equivalent to 1/22 of the basic monthly salary of an ECB member of staff in salary band L at step 1;

(b) a member of staff in the Directorate General Human Resources at salary band I or above;

(c) one member of staff;

(d) two staff representatives from a list ranking six names of members of staff, that is jointly submitted by the Staff Committee and the recognised trade unions. The Staff Committee and the recognised trade unions shall maintain at all times a list of six names. Should there be insufficient members of staff on this list who are available or eligible, for whatever reason, and should the Staff Committee and the recognised trade unions not be able to provide substitutes within five working days of a request by the Chief Services Officer, acting on behalf of the Executive Board, to nominate staff representatives for the Disciplinary Committee, the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, shall appoint other member(s) of staff to complete the composition of the Disciplinary Committee.

The members of the Disciplinary Committee appointed according to paragraphs (c) and (d) shall not work in the business area of the member of staff subject to the disciplinary proceedings.

The Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, shall establish a list of alternates to replace the members of the Disciplinary Committee.

The alternates for the members of staff appointed under paragraph (d) shall be taken from the list mentioned in the same paragraph unless there are insufficient members available or eligible on this list and the Staff Committee, and the recognised trade unions are not able to provide substitutes following the request referred to in paragraph (d), in which case the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, may appoint other member(s) of staff as alternate(s).

8.3.8 Subject to the approval of the Chair, a member of the Disciplinary Committee may be excused from duty for legitimate reasons and shall withdraw if a conflict of interest exists. Their alternate shall replace them.

8.3.9 The deliberations and proceedings of the Disciplinary Committee shall be treated as personal and confidential in accordance with the ECB's internal rules on confidentiality. The members of the Disciplinary Committee shall act in their personal capacity and shall be completely independent in the performance of their duties.

8.3.10 The Chair of the Disciplinary Committee shall ensure implementation of decisions taken during the proceedings of the Disciplinary Committee and shall bring all relevant information and documents to the attention of each of its members.

8.3.11 A secretary appointed by the Director General Human Resources or their Deputy shall assist the Disciplinary Committee and shall draw up minutes of its meetings. The Directorate General Human Resources may provide the Disciplinary Committee with secretarial support for administrative steps, including taking minutes during hearings.

8.3.12 The member of staff subject to the disciplinary proceedings shall be informed of the composition of the Disciplinary Committee without undue delay and shall be given not less than five calendar days to object to one of the members of the Disciplinary Committee, as determined by the appointing authority.

8.3.13 The final reasoned report drawn up in accordance with Article 28 of Annex XI shall be provided to the member of staff subject to the disciplinary proceedings. On receipt of the report, the member of staff shall have the right to obtain their complete personal file and take copies of all documents relevant to the proceedings. They shall be given not less than 15 calendar days from receipt of the report to prepare their defence.

8.3.14 The Disciplinary Committee shall hear the member of staff subject to the disciplinary proceedings, who may present observations in writing or orally, submit reasoned proposals to hear witnesses and be assisted by up to two persons of their choice. The member of staff and all witnesses shall sign the minutes or transcripts of interviews or personally confirm them by appropriate means thereby formalising their evidence or, if they have comments and/or remarks, they shall transmit them within 15 calendar days of receipt of the minutes or transcripts.

8.3.15 At the beginning of the hearing, the Disciplinary Committee shall inform the member of staff subject to the disciplinary proceedings as to whether they will record the oral hearings for

the purpose of drawing up the minutes. These recordings shall be destroyed within six months from the final decision by the Chief Services Officer, on behalf of the Executive Board, for members of staff at salary band L or below, or the Executive Board, for members of staff above salary band L, unless they are needed for a possible follow-up such as judicial proceedings.

8.3.16 If the Disciplinary Committee does not consider the information at its disposal as sufficient, it may ask one of its members to carry out further investigations. For this purpose they may take any necessary fact-finding measure, such as interviews with members of staff, requests for clarification and for documents and any forensic expertise of underlying evidence presented in the final reasoned report drawn up in accordance with Article 28 of Annex XI. In respect of other fact-finding measures, the Disciplinary Committee may request such measures to be conducted by those who have drawn up the final reasoned report in accordance with Article 28 of Annex XI. Following these investigations, an additional report shall be drawn up and provided to the Disciplinary Committee and to the member of staff subject to the disciplinary proceedings. The member of staff shall be given not less than five calendar days, as determined by the appointing authority, from receipt of the additional report to update their defence.

8.3.17 The Disciplinary Committee shall, by majority vote, deliver a final opinion signed by all members on whether the facts are established, whether they constitute a breach of professional duties and on any disciplinary measure. Any member of the Disciplinary Committee may attach a divergent view to the opinion. The Disciplinary Committee shall transmit its final opinion to the Chief Services Officer, on behalf of the Executive Board, for members of staff at salary band I or below, or the Executive Board, for members of staff above salary band I, and to the member of staff subject to the disciplinary proceedings without undue delay. The time limit shall normally be five months from the notification of the composition of the Disciplinary Committee to the member of staff but in any case commensurate with the complexity of the case.

Any periods of absence from work of the member of staff subject to the disciplinary proceedings following the initiation of disciplinary proceedings due to illness, disability or maternity, where there is a medically certified incapacity to participate in the hearing referred to in Article 8.3.14, shall suspend the time limit for transmission of the final opinion for the duration of the certified incapacity.

Observations may be submitted within 15 calendar days from the transmission of the Disciplinary Committee's final reasoned opinion to the Chief Services Officer, on behalf of the Executive Board, by members of staff at salary band I or below, or the Executive Board, by members of staff above salary band I.

8.3.18 The Chief Services Officer, on behalf of the Executive Board, for members of staff at salary band I or below, or the Executive Board, for members of staff above salary band I, shall

decide on the most appropriate disciplinary measure within one month from the receipt of the Disciplinary Committee's final reasoned opinion and of the observations of the member of staff subject to the disciplinary proceedings. It shall give due consideration to the Disciplinary Committee's recommendations but shall not be bound by them.

Common provisions

8.3.19 Disciplinary measures may be imposed regardless of whether national proceedings have resulted in a criminal conviction or administrative sanction in relation to the conduct in question.

8.3.20 The decision imposing a disciplinary measure as well as closing notifications from the EPPO or OLAF establishing facts constituting serious misconduct shall be stored in the personal file of the member of staff subject to the disciplinary proceedings or subject to the investigation of OLAF or procedure of the EPPO. If no disciplinary measure is imposed, the member of staff may request the insertion of this decision in their personal file.

8.3.21 The decision imposing a disciplinary measure shall be removed from the personal file of the member of staff subject to the disciplinary proceedings after three years in case of a written warning, after five years in case of a written reprimand and after seven years in any other case.

8.3.22 If the disciplinary proceedings concerned an allegation of harassment, the aggrieved person shall upon request be provided by the appointing authority with information on the outcome of the disciplinary process.

8.3.23 If the Director General Human Resources, their Deputy or any member of the Disciplinary Committee identifies a risk of retaliation against the whistleblower or a witness in the course of the disciplinary proceedings, they shall, with the consent of the person who is considered to be at risk of retaliation, inform the Chief Compliance and Governance Officer without undue delay, who shall proceed in accordance with Article 0.4bis.7.8.

Disciplinary appeals procedures

8.3.24 Disciplinary measures may be challenged within two months by way of appeal to the President if the Director General Human Resources or their Deputy has imposed the disciplinary measure. Disciplinary measures taken by the Executive Board, the President, an Executive Board member or the Chief Services Officer, acting on behalf of the Executive Board, may be challenged within two months by way of appeal to the Court of Justice of the European Union.

8.4 Suspension from duties

The provisions of Article 46 of the Conditions of Employment are applied as follows:

8.4.1 On behalf of the Executive Board, the Chief Services Officer shall decide on the suspension of staff for positions at salary band I or below.

8.4.2 If the Chief Services Officer, on behalf of the Executive Board, or the Executive Board, as the case may be, dismisses a member of staff with effect from the day of suspension, the member of staff shall retain amounts paid to them during the suspension period.

8.4.3 The Director General Human Resources or their Deputy may submit a request

(a) to the Directorate General Information Systems, to withdraw access to ECB IT infrastructure, and

(b) to the person responsible for authorisation of access to ECB premises, to withdraw access to ECB premises of a member of staff at salary band I or below.

8.4.4 The Director General Human Resources or their Deputy shall inform the Investigation Committee of decisions taken as referred to in this Article.

8.5 Underperformance procedure

The provisions of Article 11(a)(i) of the Conditions of Employment are applied as follows:

Initiation of an underperformance procedure

8.5.1 Underperformance shall mean a repeated and significant discrepancy between the expected and the actual performance of a member of staff, which takes into consideration performance related to both technical and behavioural competencies.

A discrepancy shall be considered to be significant when members of staff do not fulfil the objectives assigned to them.

8.5.2 An underperformance procedure shall be initiated if two consecutive annual appraisals establish underperformance. Such appraisals shall state in writing all of the following:

- the expected performance as previously communicated to the member of staff,
- the actual performance,
- the discrepancy between the expected and actual performance and its significance,
- the required improvements,
- the timeline for such improvements.

8.5.3 The underperformance procedure shall not be initiated:

(a) for members of staff who have not completed their probationary period;

(b) for members of staff who participate in the ECB's Graduate Programme, unless the Graduate Programme participant was engaged at the ECB as a member of staff for an indefinite period immediately prior to their participation in the ECB's Graduate Programme;

(c) for members of staff for whom the ECB's Medical Adviser has established that a medical condition is the main and direct cause of the underperformance;

(d) for members of staff elected to represent staff interests or nominated representatives of recognised trade unions and their alternates who are officially dispensed from at

least 25% of their work for their respective business area for most of the relevant performance cycle.

8.5.4 When the second consecutive annual appraisal establishes underperformance, the line manager shall, without undue delay and with the endorsement of the area head of the area to which the member of staff belongs, propose to the Director General Human Resources or their Deputy the initiation of an underperformance procedure. The line manager shall inform the member of staff of such a proposal and of the possibility of requesting a hearing in accordance with this Article.

Within 10 working days of receipt of the proposal to initiate the underperformance procedure, the member of staff may request to be heard by the Director General Human Resources or their Deputy prior to the decision whether or not to initiate an underperformance procedure.

During such a hearing, the member of staff may be assisted by another member of staff of their choice and shall comprehensively put forward all facts and, where applicable, supporting evidence to be taken into account for the decision whether or not to initiate an underperformance procedure.

In particular if, during such a hearing, the Director General Human Resources or their Deputy considers, or if the member of staff invokes, a medical condition as the main and direct cause of the underperformance, the Director General Human Resources or their Deputy shall immediately refer the member of staff to the ECB's Medical Adviser for examination. In this case, a decision whether or not to initiate an underperformance procedure shall be postponed until receipt of the reply from the ECB's Medical Adviser.

8.5.5 Within three months from receipt of the proposal, the Director General Human Resources or their Deputy shall decide whether or not to initiate an underperformance procedure.

In deciding whether or not to initiate an underperformance procedure, the Director General Human Resources or their Deputy shall assess whether a repeated and significant discrepancy between the expected and actual performance has been sufficiently established and documented and shall take into account all facts and supporting evidence presented in accordance with Article 8.5.4. The Director General Human Resources or their Deputy shall inform the member of staff in writing of their decision as to whether or not to initiate an underperformance procedure, including, where applicable, a statement on the discrepancy between the expected and actual performance and that the underperformance is such that a termination of the employment contract or demotion is envisaged at the end of the procedure, unless the performance significantly improves to sustainably reach at least a satisfactory level. During the underperformance procedure, the member of staff may be assisted by another member of staff of their choice.

Establishment of a Performance Improvement Plan

8.5.6 Within 10 working days from the initiation of an underperformance procedure, the line manager and the area head of the area to which the member of staff belongs shall jointly establish a draft Performance Improvement Plan (PIP) to which the member of staff shall be invited to contribute.

The PIP shall establish:

- concrete objectives to help the member of staff to bring performance back to at least a satisfactory level,
- the support to be provided to help the member of staff to reach these objectives,
- supplemental assistance in the form of training, coaching, mentoring and/or counselling that will be offered to the member of staff,
- the dates of regular performance reviews at which feedback is provided on the development of the performance,
- the date of the final performance review at which the level of performance will be re-assessed.

The line manager shall communicate the draft PIP to the member of staff, who may present their written observations within 10 working days of receipt thereof. Based on the draft PIP and, where applicable, the written observations by the member of staff, the Director General Human Resources or their Deputy shall endorse the final PIP.

The final performance review shall take place between 6 and 12 months from the member of staff's receipt of the final PIP. In exceptional duly justified cases, the Director General Human Resources or their Deputy may authorise that the final performance review may take place up to 24 months from the member of staff's receipt of the final PIP. The underperformance procedure shall in no case extend beyond the normal end of the contract.

8.5.7 At the regular performance review dates, the line manager shall provide feedback to the member of staff on the development of their performance.

Within 10 working days from a regular performance review, the line manager shall document their feedback in writing and communicate it to the member of staff. The member of staff may present their written observations within 10 working days of receipt thereof.

8.5.8 Within 10 working days from the final performance review, the line manager shall assess the performance development and its sustainability in writing and communicate it to the member of staff after endorsement by the area head of the area to which the member of staff belongs and the Director General Human Resources or their Deputy. The member of staff may present their written observations within 10 working days from the receipt.

If, pursuant to such assessment:

- the performance has significantly and sustainably improved and has been qualified as at least satisfactory, the Director General Human Resources or their Deputy shall close the underperformance procedure;
- the performance has significantly improved, but such improvement is not yet considered sustainable or satisfactory, the PIP may be revised accordingly and may determine a new final performance review date within the time limits specified in Article 8.5.6;
- the performance has not significantly improved, an underperformance hearing panel shall be established and shall schedule an underperformance hearing, in accordance with Article 8.5.9.

The underperformance hearing and panel

8.5.9 On behalf of the Executive Board, the Chief Services Officer shall appoint the members of the underperformance hearing panel. This shall be composed of:

(a) the Director General Human Resources or their Deputy; or, where the member of staff belongs to the Directorate General Human Resources, the Director General of the Directorate General Legal Services or their Deputy;

(b) two area heads or deputies of area heads, one nominated by the member of staff and one nominated by the line manager of the member of staff.

The nominated area heads or deputies of area heads shall not belong to the business area of the member of staff and shall hold a position allocated to a higher salary band than the member of staff.

8.5.10 Where the member of staff subject to an underperformance procedure is an area head, the Executive Board shall appoint the members of the underperformance hearing panel. This shall be composed of:

(a) the Chief Services Officer, on behalf of the Executive Board, or, where the area head belongs to the Directorate General Human Resources, the Executive Board member to whom the Directorate General Legal Services reports;

(b) two Executive Board members, one nominated by the area head, and one nominated by the Executive Board member in charge of the area to which the area head belongs or by the Chief Services Officer in charge of the area to which the area head belongs.

The nominated Executive Board members shall not be in charge of the business area of the area head.

The members of the underperformance hearing panel shall elect among themselves the Chair.

8.5.11 The member of staff subject to the underperformance procedure and the line manager of the member of staff, the Chief Services Officer or the Executive Board member in charge of the area to which the area head belongs as the case may be, shall also nominate

alternates to replace, if necessary, the respective members of the underperformance hearing panel.

The Staff Committee may nominate a non-voting staff representative to the underperformance hearing panel from a list of three names of members of staff submitted by the Staff Committee and the recognised trade unions. The Staff Committee and the recognised trade unions shall communicate and maintain at all times such list.

8.5.12 A member of the underperformance hearing panel may be excused from duty for legitimate reasons. A member of the underperformance hearing panel shall withdraw in the event of any situation or circumstances which are liable to give rise to or which may be perceived to give rise to a conflict of interest. Their alternate shall replace them.

8.5.13 The member of staff shall be informed of the composition of the underperformance hearing panel, including the alternates, and shall have the opportunity to reject any one of its members within five working days.

8.5.14 The deliberations and proceedings of the underperformance hearing panel shall be treated as ECB-CONFIDENTIAL-Personal in accordance with the ECB's rules on management and confidentiality of information. The members of the underperformance hearing panel shall act in their personal capacity and shall be completely independent in the performance of their duties.

8.5.15 The Chair of the underperformance hearing panel shall ensure implementation of decisions taken during the proceedings of the underperformance hearing panel and shall bring all related information and documents to the attention of its members and the member of staff.

8.5.16 A secretary appointed by the Director General Human Resources or their Deputy shall assist the underperformance hearing panel and shall draw up minutes of its meetings.

8.5.17 The member of staff shall be informed of the date of the hearing and shall have at least 10 working days to prepare for the hearing.

8.5.18 The underperformance hearing panel shall hear the member of staff, the line manager and the area head of the area to which the member of staff belongs. The member of staff may present observations in writing and/or orally and be assisted by a member of staff of their choice. In exceptional cases of the member of staff repeatedly not providing observations in writing or not attending the underperformance hearing, the underperformance hearing panel may decide to proceed after having given the member of staff a final opportunity and at least 10 working days to present their observations.

8.5.19 The underperformance hearing panel and the member of staff may call individuals to testify. The member of staff and all individuals who have testified may transmit their observations within 10 working days from receipt of the minutes or transcripts of interviews.

8.5.20 Prior to the hearing, the underperformance hearing panel or the member of staff may request the recording of the hearing for the purpose of drawing up the minutes. These recordings shall be destroyed within six months from the final decision by the Chief

Services Officer, on behalf of the Executive Board, or the Executive Board, as the case may be, or the closure of the underperformance procedure, unless they are needed for a possible follow-up such as judicial proceedings.

Decision by the underperformance hearing panel and/or the Chief Services Officer, acting on behalf of the Executive Board, and/or the Executive Board

8.5.21 The underperformance hearing panel shall, by majority vote, decide one of the following:

(a) to establish a PIP and/or schedule another hearing,

(b) to close the underperformance procedure,

(c) to propose to the Executive Board demotion with a corresponding change in the employment position of the member of staff for members of staff at salary band J or above, or the Chief Services Officer, acting on behalf of the Executive Board, for members of staff at salary bands A to I,

(d) to propose to the Executive Board termination of the employment contract of the member of staff for members of staff at salary band J or above, or the Chief Services Officer, acting on behalf of the Executive Board, for members of staff at salary bands A to I.

Any underperformance hearing panel member may attach a divergent view to the above decision.

The underperformance hearing panel shall transmit its decision to the member of staff, the Director General Human Resources or their Deputy and, where applicable, the Chief Services Officer or the Executive Board, within 20 working days from the underperformance hearing.

The proposal to the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board from the underperformance hearing panel shall be accompanied by the fully documented record of the underperformance procedure.

The member of staff may submit their observations within 10 working days from the transmission of the underperformance hearing panel's proposal to the Chief Services Officer, acting on behalf of the Executive Board, for positions at salary bands A to I, or the Executive Board, for positions at salary band J or above.

The Chief Services Officer, acting on behalf of the Executive Board, in respect of positions at salary bands A to I, or the Executive Board, for positions at salary band J or above, shall decide within 30 working days of expiry of the deadline for the member of staff to submit observations.

8.5.22 The Chief Services Officer, acting on behalf of the Executive Board, for positions at salary bands A to I, or the Executive Board, for positions at salary band J or above, shall only decide to demote a member of staff where this is justified in the interest of the service.

If the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, decides to demote a member of staff, the underperformance procedure shall only be deemed to be closed if the first annual appraisal established at least six months following demotion establishes at least satisfactory performance.

If the annual appraisal established at least six months following demotion establishes underperformance, an underperformance hearing shall be scheduled in accordance with Article 8.5.18; the underperformance hearing panel shall, by majority vote, decide one of the following:

(a) to close the underperformance procedure;

(b) to propose termination of the employment contract to the Chief Services Officer, acting on behalf of the Executive Board, in the case of members of staff at salary bands A to I, or the Executive Board in the case of members of staff at salary band J or above.

Documents established in the underperformance procedure

8.5.23 All documents established in conjunction with or as a result of the underperformance procedure provided for by these Rules, and all documents submitted by the member of staff in the course of such procedure, shall be stored in the member of staff's personal file.

The member of staff may request insertion of any decision by the Chief Services Officer, acting on behalf of the Executive Board, or by the Executive Board, not to terminate the employment contract in their personal file.

With the exception of appraisals and, where applicable, the decision by the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, to demote the member of staff or to terminate the employment contract, these documents shall be removed from the personal file

- in case of an underperformance procedure, five years following its closure;
- in case of a proposed initiation of an underperformance procedure in accordance with Article 8.5.4 that has not been followed by an underperformance procedure, three years following completion of the second annual appraisal establishing underperformance, or at the request of the member of staff at any point in time, after the member of staff was informed of the decision not to initiate an underperformance procedure in accordance with Article 8.5.5;

unless during that period another annual appraisal establishes underperformance or the documents are needed for a possible follow-up, such as judicial proceedings.

PART 9 STAFF REPRESENTATION

9.1 General provisions

The provisions of Article 48 of the Conditions of Employment are applied as follows:

9.1.1 Members of the Staff Committee shall be elected for a three-year term of office.

9.1.2 The term of office of a Staff Representative shall expire prior to its normal expiry date:

(a) in the event of the death of the Staff Representative;

(b) if the Staff Representative ceases to be an employee of the ECB;

(c) if the Staff Representative informs the Staff Committee that they are resigning from office; or

(d) in the event of the incapacity of the Staff Representative for a period longer than four months.

Any Staff Representative whose term of office has expired shall be replaced by another Staff Representative elected in accordance with the Election Rules.

The Staff Committee shall remain validly constituted notwithstanding the expiry of the term of office or resignation of one or more Staff Representatives. In order to ensure continued staff representation, resigning Staff Representatives who remain members of staff of the ECB shall continue to perform their functions until new Staff Representatives have been elected.

A Staff Representative shall be considered incapacitated if they are unable to perform their duties due to illness or accident within the meaning of Article 31 of the Conditions of Employment.

9.1.2bis [deleted]

9.1.3 The Staff Committee shall be composed of ten Staff Representatives, who may be allocated between functional areas and/or categories of staff.

The unused time dispensation of Staff Representatives whose normal working hours are less than the standard working hours referred to in Article 25 of the Conditions of Employment shall be allocated to one or more additional Staff Representatives who shall be appointed from a reserve list created in accordance with Administrative Circular 1/2019. By derogation from Article 9.1.1, such additional Staff Representatives shall remain in office only for as long as the time dispensation which would otherwise remain unused exists and, by derogation from Article 9.3.2, their time dispensation may be less than 50 % of their working time.

In advance of each general election, as specified in the Election Rules, the Staff Committee shall re-examine, in the light of existing numbers of staff, the number of Staff Representatives. During such periodic review, the Staff Committee shall also assess whether there is a need for allocation of Staff Representatives between categories of staff. When changes to the existing rules are needed the Staff Committee shall present a

recommendation for a decision to modify the number of Staff Representatives and the categories of staff to the Chief Services Officer, acting on behalf of the Executive Board.

9.1.4 The Staff Committee shall appoint a spokesperson from among its members to represent the Committee with regard to the ECB. A member of the Staff Committee who has served as a spokesperson for two consecutive terms is not eligible to be reappointed spokesperson for a third consecutive time.*

9.2 Consultation procedure between the ECB and the Staff Committee

The provisions of Article 48 and 49 of the Conditions of Employment are applied as follows:

9.2.1 The Staff Committee may submit suggestions concerning matters within its competence to the President of the ECB or his/her representative, whose decision will be final.

9.2.2 Meetings between the Staff Committee and the President or his/her representative may be organised at the request of either party to discuss specific matters.

9.2.3 Each party may table items for the agenda, which should be circulated one week in advance of meetings.

9.2.4 The ECB shall respond to reasonable requests for information to assist understanding of the items on the agendas.

9.2.5 Minutes of each meeting shall be drawn up within one week after a meeting takes place, setting out any differences of opinion. They shall be signed jointly by both parties.

9.2.6 Staff Representatives shall be bound by an obligation of discretion with regard to information of a confidential nature, which is qualified as such by the President of the ECB or his/her representative.

9.3 Resources made available to Staff Representatives

The provisions of Article 52 of the Conditions of Employment are applied as follows:

9.3.1 Staff Representatives shall be free to circulate within the ECB, both during the time set aside for their duties as described below and outside their normal working time, and to make such contacts as are necessary for the fulfilment of their duties, provided that they do not significantly hinder the performance of work. They may consult all or some of the members of staff in writing or by convening a meeting, subject to the prior approval of management.

9.3.2 Each member of the Staff Committee shall receive a time dispensation of 50 % of their working time which shall be always retained during their term of office as an elected member of the Staff Committee. The spokesperson of the Staff Committee shall receive a time dispensation of 75 % of their working time. Any such time dispensation shall be deemed to be working time.

* For the purposes of applying the second sentence of Article 9.1.4, only periods of service as a spokesperson pursuant to elections which occur after 10 April 2026 are to be taken into account.

A member of the Staff Committee may not combine this time dispensation with a time dispensation granted as an elected member of the Oversight Committee and/or as the representative of a trade union recognised under the terms of the 'Guiding principles for the recognition of, information sharing and consultation with, trade unions at the European Central Bank' of 1 April 2011.

9.3.3 Premises shall be made available to the Staff Representatives in order to enable them to carry out their tasks and to hold meetings.

9.3.4 As part of the ECB's budget estimates, the Staff Committee shall be accorded an annual budget adapted to the expenses incurred in the performance of its tasks. Expenses shall be decided within this framework by the Staff Committee.

9.4 Elections

The provisions of Article 48 of the Conditions of Employment are applied in accordance with the Election Rules.

9.4.1 Members of staff, with the exception of the Mediator, who have been employed by the ECB for at least three months prior to the date of the election may stand for election.

9.4.2 Members of staff who have been employed by the ECB for at least three months prior to the date of the election are eligible to vote. They shall have the right to cast a vote for each Staff Representative to be elected.