

## ***European Central Bank***

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### **Conditions of Employment for Staff of the European Central Bank**

#### **Annex IIb Conditions of Short-Term Employment**

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## PART 1 GENERAL PROVISIONS

1. (a) For the purposes of these Conditions of Short-Term Employment, a “short-term contract employee” of the European Central Bank (hereinafter referred to as the ECB) shall mean any person who has countersigned an employment contract appointing him/her for a period of less than one year to a position within the ECB and who has taken up his/her appointment.

- (b) A “short-term contract employee” shall also mean any person who is appointed to a position and who has, and continues to have, for a period of at least one year beyond the duration of their assignment to the ECB, an employment contract with any of the following: (i) a national central bank of the ESCB; (ii) any other employer performing central banking tasks; (iii) an international governmental organisation, and who, for the duration of their assignment to the ECB, entered into an employment contract with the ECB. Such employment contract appointing a short-term contract employee to the ESCB/IO programme shall be limited to a maximum period of 36 months, including any extension.

“Central banking tasks” shall mean the tasks of the Eurosystem as laid down in Article 127(2), (5) and (6) of the Treaty on the Functioning of the European Union.

“International governmental organisations” shall mean non-profit organisations which are created or recognised by States or by organisations which themselves were created by States and are entrusted with the performance of tasks in the public interest.

- (c) The Executive Board may, by reasoned decision, authorise the appointment of short-term contract employees under the ESCB/IO programme who have, and continue to have, for a period of at least one year beyond the duration of their assignment to the ECB, an appointment to a position or employment contract with a public entity other than those listed in paragraph (b) above. There shall be a maximum of two concurrent appointments authorised under this rule per public entity. When working at the ECB, a short-term contract employee appointed under this paragraph shall not carry out tasks related to policy dossiers concerning the State which owns the public entity.

“Public entity” shall mean an entity which has been directly or indirectly created and is owned by a State and entrusted with the performance of tasks in the public interest.

2. The conduct of short-term contract employees shall neither undermine their professional independence and impartiality nor harm the ECB’s reputation. Short-term contract employees shall comply with the provisions of the ECB’s ethics framework laid down in the Staff Rules.

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Short-term contract employees shall:

- (a) adhere to the highest standards of professional ethics and act with loyalty to the Union and the ECB;
- (b) respect the ECB's common values and conduct themselves in their professional and private lives in a manner befitting the character of the ECB as a European institution;
- (c) perform their duties conscientiously, honestly and without regard to self-interest or national interests.

Short-term contract employees shall continue to be bound by these obligations while on leave.

- 3. With due regard to Article 37 of the Statute of the European System of Central Banks and of the European Central Bank, short-term contract employees shall refrain, even after their duties have ceased, from making unauthorised disclosure of any information that they have received in the performance of their duties, unless that information has already been made public.
- 4. Short-term contract employees shall not, without prior authorisation from the Executive Board, disclose on any grounds whatsoever, in any administrative or legal proceedings, information of which they have knowledge by reason of their professional duties. The ECB shall authorise disclosure if (a) such disclosure is compatible with the interests of the ECB, and (b) refusal to authorise disclosure would give rise to criminal consequences for the short-term contract employee concerned. Authorisation to make disclosure shall not be necessary if a short-term contract employee is summoned to give evidence before the Court of Justice of the European Union in proceedings between the ECB and current or former staff.
- 4. (a) Under the conditions laid down in the Staff Rules, certain short-term contract employees who intend to engage in a new occupational activity after the end of their employment with the ECB shall refrain for a specified period from engaging in an occupational activity that could lead to a conflict with the interests of the ECB (cooling-off period).
- 10. (a) All rights in respect of any writings, inventions or other works produced by short-term contract employees in the performance of their duties shall automatically be vested in the ECB, except for any moral rights. The Executive Board may authorise short-term contract employees to exercise specific rights relating to writings, inventions or works produced by them for their own benefit

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11. Short-term contract employees shall not be liable for any damages caused to the ECB or to third parties because of or in the due performance of their respective functions, unless such damages are due to gross negligence or wilful misconduct.
- 11a. The provisions of Article 6a of the Conditions of Employment shall apply by analogy to any short-term contract employee during the duration of their short-term employment.
12. The ECB shall keep a personal file for each short-term contract employee. The regime applicable to these files is defined in the Rules for Short-Term Employment in accordance with the principles set out in Commission Recommendation 81/679/EEC of 29 July 1981 relating to the Council of Europe Convention for the protection of individuals with regard to automatic processing of personal data and Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
13. The right to strike shall be subject to prior written notice from the organising body and to the maintenance of such minimum services as may be required by the Executive Board. The Rules for Short-Term Employment shall further specify these limitations.

## **PART 2 EMPLOYMENT RELATIONS**

- 13a. The ECB shall appoint short-term contract employees under the conditions laid down in the Rules for Short-Term Employment.
14. Employment relations between the ECB and its short-term contract employees shall be governed by employment contracts issued in conjunction with these Conditions of Short-Term Employment. The Rules for Short-Term Employment adopted by the Executive Board shall further specify these Conditions of Short-Term Employment.
- Employment with the ECB as a short-term contract employee shall be subject to security clearance.
15. No specific national labour law governs these Conditions of Short-Term Employment. The ECB shall apply (i) the general principles of law common to the Member States, (ii) the general principles of Union law, and (iii) the rules contained in Union regulations and directives concerning social policy which are addressed to Member States. Whenever necessary, these legal instruments will be implemented by the ECB. Union recommendations in the area of social policy will be given due consideration. In interpreting the rights and obligations under the present Conditions of Short-Term Employment, due

regard shall be shown for the authoritative principles of the regulations, rules and case law which apply to the staff of other Union institutions.

The ECB shall provide to its short-term contract employees a workplace which complies with health and safety standards at least equivalent to the minimum requirements under Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work and the individual Directives adopted on the basis of Article 16 thereof. In interpreting the rights and obligations under these Directives, due regard shall be shown for the legal acts transposing them into German law, to the extent that the ECB has not adopted its own rules and that such application is without prejudice to the legislative powers conferred upon the Governing Council and the Executive Board and the ECB's independence as guaranteed by the Headquarters Agreement and the Protocol on Privileges and Immunities.

16. The period of notice to be given by the ECB if services are terminated before the term of the contract (except in case of gross misconduct) and to be given by a short-term contract employee if he/she wishes to leave the ECB shall be one month. If the services are terminated by the ECB, the reasons for such a termination will be communicated to the short-term contract employee.

### **PART 3     SALARY AND TAXATION**

17. The salary paid to a short-term contract employee shall be stipulated in the letter of appointment. Employment contracts between the ECB and its short-term contract employees shall take the form of letters of appointment which shall be countersigned by the short-term contract employee. The letters of appointment shall specify the terms of employment as required by Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship. Unless stated otherwise, the place of work shall be Frankfurt am Main.
18. This salary shall be subject to review in accordance with the general salary adjustments relating to members of staff of the ECB.
19. In accordance with the Protocol on the Privileges and Immunities of the European Communities and Council Regulation No 260/68 of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities as amended by Council Regulation No 1197/98 of 5 June 1998, short-term

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contract employees of the ECB shall be subject to the tax for the benefit of the European Communities with regard to salaries, wages and emoluments paid by the ECB.

#### **PART 4 TRAVEL ALLOWANCE**

20. A short-term contract employee for whom the ECB has agreed temporary relocation shall be entitled to a travel allowance for every full month of service for the duration of his/her contract. Calculated on the basis of the short-term contract employee's place of residence, this allowance shall be as follows:

- Up to 500 km: EUR 465
- Between 500 and 1,500 km: EUR 912
- Over 1,500 km: EUR 1,359

#### **PART 5 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE**

21. Under the conditions laid down in the Rules for Short-Term Employment, for a short-term contract employee whose temporary relocation has been approved, the ECB shall cover:

- (a) travel related expenses on taking up appointment and on termination of service; and
- (b) temporary accommodation.

#### **PART 6 WORKING HOURS AND LEAVE**

23. The standard working week shall be forty hours excluding lunch breaks, unless otherwise agreed.

- (a) Under the conditions laid down in the Rules for Short-Term Employment, short-term contract employees may be allowed to work part-time. The entitlements of short-term contract employees working part-time shall be prorated in line with their working time.
- (b) Under the conditions laid down in the Rules for Short-Term Employment, short-term contract employees may be authorised to telework.

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24. (a) Short-term contract employees may be required to work overtime in cases of urgency or exceptional pressure of work.
- (b) Compensation shall be granted to short-term contract employees with a basic salary up to step 59 of salary band E as follows:
- (i) one hour for each hour of overtime worked in excess of the applicable working hours for part-time work up to and including the 40th hour per week,
  - (ii) one hour and a half for each hour of overtime worked after a standard 40-hour week,
  - (iii) two hours for each hour of overtime worked after a standard eight-hour working day if the excess is more than six hours per day,
  - (iv) two hours for each hour of overtime worked on Saturdays, Sundays and public holidays.
25. Short-term contract employees required to carry out shift-work duties or on-call duties shall be granted an allowance under the conditions laid down in the Rules for Short-Term Employment.
26. Short-term contract employees shall be entitled to 20.3 hours of paid leave per month. Public holidays observed by the ECB shall be additional to this leave entitlement.
27. Short-term contract employees shall be entitled to:
- (i) paid maternity leave of twenty weeks;
  - (ii) in the event of multiple birth an additional four weeks of paid maternity leave;
  - (iii) special leave for personal or family reasons in the event of the marriage of the short-term contract employee or of a relative, death of a relative, birth or adoption of a child, illness of a child, relative or person living in the same household, compliance with legal duties, or other special cases. Travelling time shall also be granted where relevant.
- Remuneration shall not be paid beyond the term of the contract.
28. Short-term contract employees who provide evidence of incapacity to carry out their duties because of illness or accident shall be granted paid sick leave. Remuneration shall not be paid beyond the term of the contract.



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## PART 7 SOCIAL SECURITY

29. Article 33 of the Conditions of Employment relating to the ECB health insurance shall apply to short-term contract employees, their dependent spouses and their dependent children.
- 29a. Article 33a of the Conditions of Employment relating to the long-term care insurance shall apply to short-term contract employees, their dependent spouses and their dependent children.
- 29b. Under the conditions laid down in Annexes III and IV of the Staff Rules, short-term contract employees may request insurance cover under the ECB health insurance and/or under the ECB long-term care insurance for their former spouses. In such cases, short-term contract employees shall pay the full contribution.
30. (a) From the date of appointment, the ECB shall provide short-term contract employees with full insurance cover against all reasonable and customary medical and dental expenses incurred as a result of an occupational disease or accident at work in the manner provided for in the Rules for Short-term Employment. This insurance shall be provided free of charge to short-term contract employees. Short-term contract employees may claim solely against the insurer on the basis of the ECB insurance policy.
- (b) The benefits payable by the ECB as a result of an occupational disease or accident suffered by short-term contract employees shall be as follows:
- (i) in the event of death, payment of an indemnity equal to five times the deceased short-term contract employee's annual basic salary. The indemnity shall be paid:
    - to the persons known to the ECB and designated by the deceased short-term contract employee,
    - where there are no persons in the category above, to their spouse and children, where applicable, in accordance with the law of succession governing the deceased short-term contract employee's estate,
    - where there are no persons in either of the two categories above, to the relatives in the ascending line in accordance with the law of succession governing the deceased short-term contract employee's estate,
    - where there are no persons in any of the three categories above, to the ECB;
  - (ii) in the event of total permanent invalidity, payment of an indemnity to the short-term contract employee equal to eight times their annual basic salary;

- (iii) in the event of partial permanent invalidity, payment to the short-term contract employee of a proportion of the indemnity provided for in subparagraph (ii), calculated by reference to the scale laid down in Annex II to the Staff Rules.

The benefits in subparagraphs (i) to (iii) shall be calculated in accordance with the provisions laid down in the Rules for Short-Term Employment. These benefits shall be paid in addition to any reimbursements provided for in paragraph (a).

Short-term contract employees shall contribute one third of the costs of the ECB insurance policy dedicated to financing the benefits in this paragraph in the case of accidents.

- 31. The minimum subsistence figure shall correspond to the basic salary of a short-term contract employee in salary band A at step 1. Where salary is withheld, contributions to the ECB health insurance, the long-term care insurance and the accident insurance shall be calculated by reference to the part not withheld.

- 31a. Under the conditions laid down in the Staff Rules, short-term contract employees who, following the end of their employment with the ECB, are prohibited as a result of their cooling-off period from taking up a specific occupational activity and who cannot find a suitable alternative occupational activity and are as a result unemployed, shall be entitled to the following benefits for the duration of the prohibition on undertaking the activity and as long as they remain unemployed:

- (a) a special monthly allowance equal to
  - 80% of the last basic salary for the first year,
  - 60% of the last basic salary for the year thereafter;
- (b) cover under the ECB health insurance, long-term care insurance and accident insurance scheme, subject to payment of the relevant contributions.

The above benefits are complementary to any other benefits of the same nature provided by other sources, including unemployment benefits. Short-term contract employees shall claim and declare such benefits, which shall be deducted from those payable by the ECB.

The above benefits shall not be payable to short-term contract employees on retirement.

- 31b. Together with their monthly salary, the ECB shall pay short-term contract employees the pension contribution the ECB would have paid had the short-term contract employee been entitled to join the pension scheme. Such payment shall be subject to the tax for the benefit of the European Communities.

- 31c. Together with their monthly salary, the ECB shall pay short-term contract employees, except those mentioned in Article 1(b) of the Conditions of Short-Term Employment, an additional allowance equal to 1.5% of their monthly basic salary provided they present

evidence that they are insured against the risk of unemployment during the relevant period of their employment at the ECB and bear the full related costs.

## **PART 8     APPEALS AND DISCIPLINARY PROCEDURES**

32. Short-term contract employees may ask for an administrative review of decisions taken in their individual cases, using the procedure laid down in Part 7 of the Rules for Short-term Employment. Short-term contract employees who remain dissatisfied following the administrative review procedure may use the grievance procedure laid down in Part 7 of the Rules for Short-term Employment.

Such procedures may not be used to challenge any of the following:

- (i) a Governing Council decision or any ECB policy, including any policy laid down in these Conditions of Short-Term Employment or in the Rules for Short-term Employment;
- (ii) a decision for which special appeals procedures exist;
- (iii) a decision to initiate an administrative investigation and/or disciplinary proceedings;
- (iv) a decision that imposes a disciplinary measure. Such decision may only be challenged by means of the disciplinary appeals procedures laid down in the Staff Rules;
- (v) a decision by the external service provider entrusted with the administration of the ECB health insurance and by the external service provider entrusted with the administration of the long term care insurance;
- (vi) a decision not to reimburse either wholly or partially medical or dental expenses incurred as a result of an accident or an occupational disease.

33. After all available internal procedures have been exhausted, the Court of Justice of the European Communities shall have jurisdiction in any dispute between the ECB and a short-term contract employee.

Such jurisdiction shall be restricted to the legality of the measure or decision, unless the dispute is of a financial nature, in which case the Court of Justice of the European Communities shall have unlimited jurisdiction.

34. Articles 32 and 33 shall apply by analogy to former short-term contract employees to whom these Conditions of Short-Term Employment apply.

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- 34a. Article 43a of the Conditions of Employment, relating to administrative investigations, shall apply to short-term contract employees and former short-term contract employees to whom these Conditions of Short-Term Employment apply. The application of this Article 34a is further specified in the Rules for Short-Term Employment.
35. The following disciplinary measures may be taken, as appropriate, against short-term contract employees or former short-term contract employees to whom these Conditions of Short-Term Employment apply who, whether intentionally or through their negligence, breach their professional duties:
- (i) a written warning;
  - (ii) a written reprimand;
  - (iii) a temporary or permanent reduction in salary;
  - (iv) removal of the short-term contract employee's managerial duties;
  - (v) demotion with a corresponding change in the employment position of the short-term contract employee within the ECB, accompanied in duly justified circumstances by the removal of the short-term contract employee's managerial duties;
  - (vi) dismissal with or without notice.
36. Disciplinary measures shall be proportional to the seriousness of the breach of professional duties and shall state the grounds on which they are based. To determine the seriousness of the breach of professional duties and the disciplinary measure to be imposed, account shall be taken in particular of:
- the nature of the breach of professional duties and the circumstances in which it occurred,
  - the extent to which the misconduct adversely affects the ECB's integrity, reputation or interests,
  - the extent to which the misconduct involves intentional actions or negligence,
  - the motives of the short-term contract employee's breach of professional duties,
  - the short-term contract employee's grade and seniority,
  - the degree of the short-term contract employee's responsibility,
  - whether the breach of professional duties involves repeated action or behaviour,
  - the conduct of the short-term contract employee throughout the course of their contract.

Disciplinary measures shall be adopted in accordance with the procedure laid down in the Rules for Short-term Employment. The said procedure shall ensure that no short-term contract employee or former short-term contract employee to whom these Conditions of Short-Term Employment apply may be subjected to a disciplinary measure without first being offered an opportunity to reply to the relevant charges. A single case of breach of professional duties shall not give rise to more than one disciplinary measure. A decision imposing a disciplinary measure may be taken into account in the assessment of merits and suitability in decisions relating to selection, appointment, and promotion, for as long as it is stored in the personal file.

37. The Executive Board may suspend a short-term contract employee against whom an allegation of serious breach of professional duties has been made. The Executive Board shall take this decision after the short-term contract employee has been heard, save in exceptional circumstances.

The decision shall specify whether the ECB shall continue to pay the full basic salary during the period of suspension or whether to withhold a part thereof. In the latter case, the part withheld shall not be more than half of the short-term contract employee's basic salary and the short-term contract employee's income may not be less than the minimum subsistence figure provided for in Article 31.

If within nine months from the suspension no final decision has been taken, or no measure other than a written warning or written reprimand has been adopted, the ECB shall reimburse the short-term contract employee the amount of salary withheld.

The Executive Board may also decide to withdraw the short-term contract employee's access to the ECB's premises and/or IT infrastructure to the extent that such withdrawal is appropriate to safeguard the interests of the ECB or of the persons affected by the conduct that forms the basis of the suspension.

38. If it is decided to close a case without imposing a disciplinary measure, the short-term contract employee subject to the disciplinary proceedings may request that the ECB make good the damage that they have suffered through suitable publicity of such decision. Where new facts supported by relevant evidence come to light, the disciplinary proceedings may be reopened, including where so requested by the short-term contract employee.

## **PART 9 REPRESENTATION OF SHORT-TERM CONTRACT EMPLOYEES**

39. The Staff Committee shall represent the general interests of short-term contract employees in relation to contracts of employment; staff regulations and remuneration; employment, working, health and safety conditions at the ECB; and social security cover.
40. The Staff Committee shall be consulted prior to changes in these Conditions of Short-Term Employment, the Rules for Short-Term Employment and related matters as defined under Article 39 above.
41. In the event of a dispute of an individual nature, a short-term contract employee shall be entitled to seek the assistance of a Staff Representative with internal procedures.