

European Central Bank

Rules for Short-term Employment

Latest amendments apply from 1 January 2023

European Central Bank

Rules for Short-term Employment

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PART 1 GENERAL PROVISIONS**1.1 Personal file**

The provisions of Article 12 of the Conditions for Short-Term Employment are applied as follows:

1.1.1 There shall be only one personal file for each short-term contract employee. Medical certificates and related documents required for the application of the Conditions of Employment shall be an integral part of a member of staff's personal file but shall be separately stored in the Directorate General Human Resources.

The medical file, which shall not form part of the personal file, shall be retained by the ECB's Medical Adviser, who will be solely responsible for it.

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 short-term contract employee shall contain:

- (a) all documents concerning his/her administrative status; and
- (b) any comments by the short-term contract employee on such documents.

A short-term contract employee 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 short-term contract employee 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 the Director General Human Resources or their Deputy. These parties will 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 short-term contract employee 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 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. Medical certificates and relating documents required for the application of the Conditions of Employment shall be retained for a maximum of five years commencing on the date of their submission.

1.2 Right to strike

The provisions of Article 13 of the Conditions for Short-Term 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/short-term contract employees or by a body representing at least one-sixth of the total members of staff/short-term contract employees or which, within a Directorate General or Directorate of the ECB represents at least one-third of the members of staff/short-term contract employees.
- 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 short-term contract employees taking part in a strike.
- 1.2.6 No short-term contract employee shall be forced to strike against his/her will.
- 1.2.7 No disciplinary action may be taken against any short-term contract employee participating in a strike unless he/she has been nominated to provide the minimum services described above and fails to do so in order to take part in the strike.

1.5 **Secondment**

Short-term contract employees may carry out their duties with the ECB while seconded or on leave from their parent organisation or institution. In these circumstances they shall carry out their duties solely for the benefit of the ECB.

PART 1A THE SELECTION AND APPOINTMENT OF CANDIDATES

The provisions of Article 13a of the Conditions of Short-Term Employment are applied as follows:

- 1a.1 Short-term contract employees shall be selected and appointed in accordance with the provisions on the selection and appointment of candidates as laid down in the Staff Rules, subject to the provisions of Article 1a.2 to 1a.4.
- 1a.2* The appointing authority may decide to fill a position for short-term employment by direct appointment without any prior selection procedure. The decision shall be made by the same

* With regard to salary on appointment, an external candidate appointed to a short-term contract in accordance with the Rules for Short-term Employment 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.

appointing authority as determined in Annex VII to the Staff Rules to appoint as a result of a selection procedure. The short-term contract employee shall be placed in the salary band corresponding to the position to be filled and at the first step of the salary bracket determined by that same appointing authority.

That same appointing authority shall also place a candidate appointed as a result of an external selection procedure or from a valid list of suitable candidates resulting from an external selection procedure for short-term employment at the first step of the salary band or, for salary bands A to J, at the first step of the salary bracket of the salary band set out in the vacancy notice for that external selection procedure.

1a.3 Where an external selection procedure is conducted to fill (a) position(s) for short-term employment, the selection committee shall be composed of at least two members representing the recruiting business area, with one of them taking the role of the Chair.

1a.4 Short-term contract employees who have been appointed to their current position in order to fill a position for short-term employment in accordance with the Rules for Short-term Employment can be transferred horizontally or re-assigned with their position only for the duration of such short-term employment.

PART 2 EMPLOYMENT RELATIONS

2.0 Conditions for short-term contracts and successive contracts

The provisions of Article 1(a) of the Conditions of Short-Term Employment are applied as follows:

1. Short-term contracts on the basis of Article 1(a) of the Conditions of Short-Term Employment 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;
 - (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;
 - (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;
 - (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.
2. The following restriction shall apply to the issue of short-term contracts:

The ECB may not conclude a short-term contract with persons:

- (a) who have previously been or are employed with the ECB under Article 1(a) of the Conditions of Short-Term Employment for a period of up to 12 consecutive months; or
- (b) who have previously been or are employed with the ECB under Article 1(b) and/or (c) of the Conditions of Short-Term Employment for a period of up to 36 consecutive months; or
- (c) who have previously been or are employed with the ECB for an indefinite period or for a definite period of more than one year;

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 and in its case, any consecutive short-term contract.

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.

2.1 Termination of contract

The provisions of Article 14 of the Conditions for Short-term Employment are applied as follows:

- 2.1.1 Contracts shall be terminated in writing.
- 2.1.2 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, and by the Chief Services Office, acting on behalf of the Executive Board, for members of staff at salary bands A to I, either without notice or with reduced notice.
- 2.1.3 The period of notice shall in no case run beyond the normal end of the contract.
- 2.1.4 The Director General Human Resources or their Deputy may release a short-term contract employee from actual duty during his/her period of notice.

PART 3 SALARY AND ALLOWANCES

3.1 General principles

3.1.1 Whenever

- a short-term contract employee 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.

For the calculation of allowances the same principle shall be applied, unless otherwise states

in these Rules.

- 3.1.2 Short-term contract employees shall furnish evidence of their entitlement to allowances prior to any payment being made by the ECB.
- 3.1.3 Short-term contract employees shall reimburse to the ECB salaries and allowances that have been paid although the short-term contract employee did not fulfil the condition.

3.2 Salary payment

3.2.1 Short-term contract employees 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. Short-term contract employees may request to have part of their monthly net standard salary paid into a second SEPA compliant bank account.

A statement of earnings, deductions and the resultant net amount payable shall be made available to short-term contract employees in the ECB personnel management system on or shortly before pay day.

PART 4 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE

4.1 General principles

4.1.1 Short-term contract employees shall reimburse to the ECB benefits on appointment and termination of service that have been paid although the short-term contract employee did not fulfil the conditions.

4.1.2 For the purposes of the travel expenses on termination of service, short-term contract employees shall travel within one year after termination of service.

Short-term contract employees shall claim the travel expenses within three months from the date of travel.

4.2 Temporary accommodation

The provisions of Article 21(b) of the Conditions for Short-Term Employment shall be applied as follows:

4.2.1 The ECB shall provide short-term contract employees who live more than 50 kilometres from the ECB with temporary accommodation for the duration of their contract. The accommodation provided shall be suitable for single occupancy.

4.2.2 Temporary accommodation may be provided up to one week before the date of appointment.

4.2.3 The ECB shall pay monthly the amount of EUR 1250, which shall be deemed to cover expenses related to renting the accommodation, to short-term contract employees with an employment contract of three months or more who are entitled to temporary accommodation in accordance with Article 4.2.1 and who, for family reasons, wish to arrange their own temporary accommodation, upon provision of a rental agreement in the short-term contract employee's name.

In addition, the Directorate General Human Resources may authorise on a case-by-case basis, short-term contract employees with an employment contract of three months or more who are entitled to temporary accommodation in accordance with Article 4.2.1 to arrange their

own temporary accommodation should the reasons given be deemed as sufficient. In such cases, the ECB shall pay monthly the amount of EUR 1250, which shall be deemed to cover expenses related to renting the accommodation, to the short-term contract employee irrespective of whether the short-term contract employee occupies the accommodation alone or with others, upon provision of a rental agreement in the short-term contract employee's name.

4.3 Travel expenses

The provisions of Article 21 of the Conditions of Short-Term Employment shall be 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 the short-term contract employee:

- (i) up to 500 km – EUR 379
- (ii) 500 to 1 500 km – EUR 519
- (iii) over 1 500 km – EUR 655

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.

PART 5 WORKING HOURS AND LEAVE

5.1 Working hours and flexible working hours

The provisions of Article 23 of the Conditions of Short-Term 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 short-term contract employees must be present at their workplace;
3. 'Flexible working time (flexitime) arrangement' means an arrangement that allows short-term contract employees 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 Short-term contract employees 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* and departure from the workplace, subject to business needs.

5.1.3.2 When using the flexitime arrangement, short-term contract employees 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 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or beyond the applicable part-time pattern for part-time short-term contract employees, in order to request full or half recuperation days.

5.1.2.3 Managers and their short-term contract employees 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 short-term contract employees or individual short-term contract employees from using the flexitime arrangement or restrict the flexibility that may be granted to such groups of short-term contract employees or individual short-term contract employees.

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

* 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).

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- 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.;
 - (c) Friday from 10 a.m. to 12 p.m.
- 5.1.4.3 The core time periods for short-term contract employees 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 short-term contract employee 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 short-term contract employee 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 business area head may adjust the core time periods at the request of the short-term contract employee, 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 business area head 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 short-term contract employees 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 short-term contract employee. 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 short-term contract employees and as a proportion of a normal working day in accordance with the applicable part-time pattern for part-time short-term contract employees.
- 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, short-term contract employees 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 Short-term contract employees 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 Short-term contract employees shall compare their actual working hours with the normal working hours pursuant to Article 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or with their applicable part-time pattern for part-time short-term contract employees.
- 5.1.8.3 Within the framework provided under the flexitime arrangement, short-term contract employees shall adjust their actual working hours to align them with the normal working hours pursuant to Article 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or with the applicable part-time pattern for part-time short-term contract employees.
- 5.1.8.4 If short-term contract employees 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 short-term contract employees, at the end of the month shall be forfeited.

- 5.1.8.5 If short-term contract employees 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 short-term contract employees have worked a reduced number of working hours compared with the number required under their short-term 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 short-term contract employee shall make up those working hours in the following month.
- 5.1.8.6 For short-term contract employees entitled to overtime compensation in accordance with Article 24(b) of the Conditions of Short-Term Employment, Article 5.2 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, short-term contract employees 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. Short-term contract employees may accumulate a maximum of 16 excess working hours (two days) per calendar month, applied pro-rata to part-time short-term contract employees, 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 short-term contract employees 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 short-term contract employees 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 short-term contract employees, 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 short-term contract employees, applied pro-rata to part-time short-term contract employees. Any excess hours carried over from previous months, which exceed 48 hours (six days), shall be forfeited. However, for short-term contract employees entitled to overtime compensation, such hours may be approved as overtime by their line manager.

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- 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 Short-term contract employees 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 Short-term contract employees 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 short-term contract employees concerned are afforded equivalent periods of compensatory rest.
- 5.1.10.4 Short-term contract employees 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 short-term contract employees comply with the rest periods outlined in Article 5.1.10.
- 5.1.11 Short-term contract employees involved in performing security functions, who are explicitly designated by their business area head 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 business area head 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 Short-term contract employees assigned to shift work are exempted from the provisions in the second and fourth paragraphs of Article 5.1.10 when the short-term contract employee 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. Short-term contract employees assigned to shift work may not be assigned to work two shifts in succession.

5.1bis Teleworking

The provisions of Article 23 of the Conditions of Short-Term Employment are applied as follows:

Under the conditions laid down in the Staff Rules, short-term contract employees may be allowed to telework.

5.2 Overtime

The provisions of Article 24(a) of the Conditions of Short-Term Employment are applied as follows:

- 5.2.1 'Overtime' means time worked, on the basis of the line manager's instructions, in excess of the normal working hours referred to in Article 23 of the Conditions of Short-Term Employment, reduced proportionately in accordance with the applicable part-time pattern for part time short-term contract employees.
- 5.2.2 In exceptional individual cases, where short-term contract employees 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 short-term contract employee 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.
- 5.2.3 Line Managers shall inform the relevant short-term contract employees as soon as possible of the need to work overtime.
- For all short-term contract employees, 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 short-term contract employees entitled to overtime compensation in accordance with Article 24(b) of the Conditions of Short-Term Employment, the provisions of Article 5.2.4 to 5.2.7 take precedence over the flexitime arrangement.
- 5.2.4 For short-term contract employees entitled to overtime compensation in accordance with the Conditions of Short-Term 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 short-term contract employee. If compensatory leave cannot be granted, such short-term contract employees may be granted overtime payment in lieu of leave.
- 5.2.5 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.
- 5.2.6 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. Short-term contract employees receive payment for overtime, shift work and on-call hours with their monthly salary.
- 5.2.7 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 short-term contract employee's salary. Such payments are not subject to any other deductions.

5.3 Reimbursement of taxi fares for late journeys home

5.3.1 Short-term contract employees obliged, on occasion, for business reasons, to travel home late in the evening shall be reimbursed by the ECB for their taxi fares.

5.3.2 Reimbursement shall be restricted to journeys home starting as on or after 9.00 p.m.

5.3.3 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.

5.3.4.1 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 short-term contract employee.

5.3bis Structural weekend work

Short-term contract employees to whom Article 24(b) of the Conditions of Short-Term 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.

5.4 Shift work duties

The provisions of Article 25 of the Conditions for Short-Term Employment shall be applied as follows:

5.4.1 Shift work shall be understood as a regime of fixed working hours to enable business areas to be operational outside standard working hours, either by assigning short-term contract employees to specific working hours (other than standard hours) on a structural basis; or by assigning short-term contract employees to a rota of specific hours (other than standard hours); or by assigning short-term contract employees to a rota of specific hours (other than standard hours) of at least a week's duration and periods of standard hours – in this regard, short-term contract employees will be considered to perform partial shift work. The fixing of working hours (other than standard hours) implies that short-term contract employees do not have the possibility of flexibility with regard to the starting and/or finishing times. A shift shall make provision for a one-hour rest period.

5.4.2 Short-term contract employees required to perform rostered shift-work duties shall be entitled

to a monthly shift-work allowance.

The monthly shift work allowance shall be equal to EUR 443.

The shift-work allowance shall be prorated on a weekly basis if short-term contract employees perform shift-work duties only on a partial basis.

- 5.4.3 In addition to the shift-work allowance, short-term contract employees 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, short-term contract employees on such a roster shall be granted two standard working days of eight hours of additional annual leave per calendar year fully worked.

- 5.4.4 Hours worked in addition to rostered shift-work duties shall be considered as overtime. No shift-work premium shall be paid for overtime hours.

- 5.4.5 In addition to an hourly shift-work premium, short-term contract employees required to perform agreed rostered shift-work duties on a public holiday shall be granted time-off on a one-for-one basis.

- 5.4.6 Short-term contract employees 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.

- 5.4.7 Short-term contract employees required to perform occasional shift-work duties shall be entitled to the hourly shift-work premium provided for in paragraph 5.4.3 above, if the shift-work is required for a consecutive period of at least one week.

5.5 On-call duties

The provisions of Article 25 of the Conditions for Short-Term Employment shall be applied as follows:

- 5.5.1 On-call duties shall be understood as the period in which it must be possible to contact the short-term contract employee 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 short-term contract employee 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. Short-term contract employees required to be on call shall be supplied with a mobile telephone, which shall be the primary means of communication.

5.5.2 Short-term contract employees 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 62 (on a working day) or EUR 135 (on Saturdays, Sundays and public holidays).

5.5.3 Short-term contract employees 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.

5.5.4 Short-term contract employees required to be on call should only be contacted in exceptional emergencies between 11 p.m. and 6 a.m. During these hours, short-term contract employees 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.

5.5.5 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.

5.5.6 A called-in allowance equal to EUR 62 (on any working day) or EUR 135 (on Saturdays, Sundays and public holidays) shall be paid to short-term contract employees 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.

5.5.7 Short-term contract employees 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 5.5.6 above. No called-in allowance shall be paid when the maintenance work is carried out during overtime hours and the short-term contract employee concerned is entitled to overtime compensation.

5.6 Annual leave

The provisions of Article 26 of the Conditions for Short-Term Employment are applied as follows:

5.6.1 The entitlement shall be 20.3 hours per month. If a full month is not worked, the allowance shall be pro-rated and rounded up to the nearest half hour.

5.6.2 Annual leave may be taken from the 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 by the next higher manager. In any event a completed leave form must be sent to the Directorate General Human Resources.

5.6.3 In an emergency or in the event of exceptional pressure of work, a short-term contract employee 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 leave must be approved by the Director General/Director or his/her representative. A claim for reimbursement of unavoidable costs incurred by the short-term contract employee signed and approved by the Director

General/Director or his/her representative, shall be submitted to the Directorate General Human Resources.

5.6.4 Subject to production of a medical certificate, days of illness which occur during annual leave will not be considered as annual leave.

5.6.5 When leaving employment with the ECB, short-term contract employees 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.

5.6.6 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.

5.6.7 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.

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 taken in excess.

5.7 Public holidays

The provisions of Article 26 of the Conditions for Short-Term 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.

5.8 Maternity and adoptive leave

The provisions of Article 27(i) and (ii) of the Conditions of Short-Term Employment are applied as follows:

- 5.8.1 On application by the short-term contract employee, 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 27(i) or (ii) of the Conditions of Short-Term 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 medical certificate 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.
- 5.8.2 Adoptive leave shall be granted in case of adoption of a dependent child as defined in Article 3.6.1 of the Staff Rules. The total period of adoptive leave shall be granted to the adoptive parents subject to the total leave available to both parents from all sources being 20 weeks or 24 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. 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 grant authorisation to the short-term contract employee to use the leave entitlement in several periods.
- 5.8.3 Annual leave shall be 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.
- 5.8.4 The basic salary and allowances shall be paid during maternity and adoptive leave.
- 5.8.5
- (a) Where the employment contract expires after maternity leave has started but before its completion, the ECB shall pay the former short-term contract employee an amount equivalent to that specified in Article 5.8.4 for the entire period which would have been covered had the employment contract been extended for the entire duration of maternity leave. If the former short-term contract employee is in receipt of allowances of a similar nature from other sources, such allowances shall be deducted from the amount payable under this provision.
 - (b) When the amount referred to in paragraph (a) is payable, a former short-term contract employee shall be entitled to cover under the ECB health insurance and under the long-term care insurance, under the same conditions as short-term contract employees for the entire period which would have been covered had the contract been extended for the entire duration of maternity leave.
 - (c) Where point (b) does not apply, a short-term contract employee who becomes pregnant may apply to the Directorate General Human Resources before the date on which her contract expires to have cover under the ECB health insurance and under the long-term care insurance extended beyond the expiry of her contract provided she continues to pay the short-term contract employee's contribution referred to in Articles 29 and 29a of

the Conditions of Short-Term Employment. In such cases, the period of cover shall be extended by up to 12 weeks after the date of confinement.

5.9 Special leave

The provisions of Article 27(iii) of the Conditions of Short-Term Employment are applied as follows:

5.9.1 On application by a short-term contract employee, 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 short-term contract employee: four days,
 - of a child as defined in Article 3.6.1(a) of the Staff Rules: two days,
 - of a (step)parent, (step)brother, (step)sister, grandparent, grandchild, (step)parent-in-law or a (step)parent of the short-term contract employee'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) of the Staff Rules: four days,
 - of a (step)parent, (step)brother, (step)sister, grandparent, grandchild, (step)parent-in-law or a (step)parent of the short-term contract employee's recognised partner: four days.
- (c)* birth of a short-term contract employee's legitimate or natural child, provided that the short-term contract employee is not entitled to maternity leave: 20 days per child.
- (ca) other cases of birth of a child where the short-term contract employee can demonstrate that the applicable national law recognises them as the father or equivalent second parent, provided that (i) the short-term contract employee 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 remaining days of maternity leave, as defined in Article 27(i) and (ii) of the Conditions of Short-Term 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

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Short-term contract employees 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.

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 short-term contract employee
- on taking up appointment with the ECB: two days,
 - other: one day.

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.

5.9.2 On application by a short-term contract employee, 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 medically certified illness of a dependent child under the age of 18, where the certificate demonstrates that the illness requires the presence of the short-term contract employee. The notice period for requesting unpaid leave in Article 5.12.4 of the Staff Rules shall not apply.

The entitlement of a short-term contract employee to special leave under this Article shall be proportional to the period worked and rounded up to the nearest half hour.

5.9.3 On application by a short-term contract employee, 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 five 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.

Special leave shall be granted where a medical certificate demonstrates that the illness requires the presence of short-term contract employee. The notice period for requesting unpaid leave in Article 5.12.4 of the Staff Rules shall not apply.

The entitlement of a short-term contract employee to special leave under this Article shall be proportional to the period worked and rounded up to the nearest half hour.

5.9.4 Short-term contract employees 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 short-term contract employee is 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 short-term contract employees in connection with the grounds for the special leave will be deducted from their remuneration or may be credited to the ECB.

5.9.5 Additional special leave for the reasons mentioned in Articles 5.9.2 and 5.9.3, 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.

5.9.6 In addition to the days of special leave granted under Article 5.9.1 and Article 5.9.4, the short-term contract employee 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 short-term contract employee'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.

5.9.7 On application by a short-term contract employee, 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 for the medically certified hospitalisation of a dependent child under the age of 18. 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.

5.10 Sick leave

The provisions of Article 28 of the Conditions for Short-term Employment are applied as follows:

5.10.1 Short-term contract employees who are 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. Short-term contract employees who are not at their usual place of residence must let their immediate manager know where they can be contacted.

5.10.2 A medical certificate is required where:

- (a) the absence is longer than two consecutive working days per period of absence; or
- (b) a short-term contract employee is unable to work for the contractually agreed hours due to medical reasons; or

- (c) the illness or accident occurs during leave; or
- (d) 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:

- either a Friday and the following Monday; or
- a Tuesday and Thursday, for example, when Wednesday is a public holiday.

The medical certificate shall indicate the date on which the sickness commenced and the date on which it is expected to end. A single medical certificate can certify an absence of up to a maximum of six weeks in duration.

The medical certificate shall be sent to the Directorate General Human Resources as soon as possible. If the absence is likely to be longer than one week, the medical certificate shall be posted.

Short-term contract employees shall inform their immediate manager without delay if the sick leave is extended. Any extension requires the submission of a medical certificate.

5.10.3 Short-term contract employees 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 short-term contract employee 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.

5.10.4 A short-term contract employee may consult the ECB's Medical Adviser at any time during his/her absence. The ECB may refer short-term contract employees to the Medical Adviser at any time and short-term contract employees 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 medical certificate for all absences. The Medical Adviser may ask the short-term contract employee's doctor for relevant information.

5.11 Part-time work

The provisions of Article 23 of the Conditions of Short-Term Employment are applied as follows:

5.11.1 Subject to the interests of the service, short-term contract employees 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 to work part-time for a period of six months, which may be extended.

The procedure described in the first and second paragraphs shall also apply to requests by the short-term contract employee 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.

- 5.11.2 The weekly working hours shall be at least 20. The daily and weekly distribution of working hours shall be agreed between local management and short-term contract employees according to criteria established by the Director General Human Resources or their Deputy.

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.

- 5.11.3 The basic salary and the travel allowance shall be prorated to the time worked. The benefits under the accident insurance shall be fully maintained and the contributions calculated on the basis of the full basic salary.

PART 6 SOCIAL SECURITY

6.1 ECB health insurance

Article 29 of the Conditions of Short-Term Employment is applied as provided for in Annex III to the Staff Rules.

6.1a Long-term care insurance

Article 29a of the Conditions of Short-Term Employment is applied as provided for in Annex IV to the Staff Rules.

6.2 Accidents, accidents at work and occupational disease

The provisions of Article 30(a) and (b) of the Conditions of Short-Term Employment are applied as follows:

- 6.2.1 (a) An accident means a sudden, involuntary occurrence adversely affecting the short-term contract employee'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 short-term contract employee, including in the course of strikes or disturbances, unless the short-term contract employee 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 short-term contract employee'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 short-term contract employee's employment and the place of work and vice versa.
- (c) Accidents shall be excluded from the benefits provided under Article 30(a) and (b) of the Conditions of Short-Term Employment if they are due to the following causes:
- (i) wilful involvement of the short-term contract employee 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 short-term contract employee of their duties at the ECB or on their way to and from work, including business travel, and
 - (2) the short-term contract employee 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 short-term contract employee;
 - (ii) manifestly reckless acts committed by the short-term contract employee, 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 short-term contract employee 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 short-term contract employee of drugs not prescribed by a doctor, except in case of error;
 - (v) the deliberate handling by the short-term contract employee of weapons or ammunition, except in an emergency or in the course of or in connection with the performance by the short-term contract employee 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 short-term contract employee 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.

6.2.2 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 short-term contract employee contracted the pathology in the performance of their duties at the ECB.

6.2.3 Reimbursement of reasonable and customary medical and dental expenses incurred as a result of an accident, accident at work or occupational disease shall be regulated as follows:

- (a) short-term contract employees 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) short-term contract employees 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, short-term contract employees shall be responsible for the medical and dental expenses incurred.

In the event of disagreement between the administrator and a short-term contract employee, 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 exclusively 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.

6.2.4 If a short-term contract employee suffers an accident during a period for which they were granted special leave for compulsory military reserve training pursuant to Article 27(iii) of the Conditions of Short-Term Employment, benefits of the same kind paid from other sources shall be deducted from those payable under this Article insofar as the short-term contract employee is insured under the ECB's accident insurance.

* OJ L 238, 25.9.2003, p. 28.

- 6.2.5 (a) The indemnity provided for in Article 30(b)(i) of the Conditions of Short-Term Employment shall be paid also following the unexplained disappearance of a short-term contract employee if, on expiry of a period of one year and following an investigation into the circumstances of the disappearance, the short-term contract employee is presumed dead unless there are grounds for presuming that the death was not due to an accident.
- (b) Where a short-term contract employee is found to be alive after all, or part of the indemnity under Article 30(b)(i) of the Conditions of Short-Term Employment has been paid, all sums paid shall be reimbursed by the short-term contract employee 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 30(b)(ii) or (iii) of the Conditions of Short-Term Employment, the short-term contract employee 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 30(b)(i) of the Conditions of Short-Term Employment shall be payable only if that indemnity exceeds the indemnity paid pursuant to Article 30(b)(ii) or (iii) of the Conditions of Short-Term Employment and only in respect of the difference.

- 6.2.6 (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 30(b)(ii) of the Conditions of Short-Term Employment, a short-term contract employee sustains 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.

6.2.7 Where, as a result of an accident at work or an occupational disease, the short-term contract employee 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 6.4, grant a monthly flat-rate allowance equal to the justified expenditure and not exceeding 150% of the minimum subsistence figure referred to in Article 31 of the Conditions of Short-Term 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.

6.2.8 The benefits payable under Article 30(b)(i) to (iii) of the Conditions of Short-Term Employment shall be calculated on the following basis:

- in the case of an occupational disease, the monthly basic full-time salary paid or, in case of shorter appointments, that would have been 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 short-term contract employee 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 6.2.11(a). For former short-term contract employees, benefits shall be calculated on the basis of the monthly basic full-time salary paid or, in case of shorter appointments, that would have been paid during the last 12 months of employment,
- in the case of an accident, the monthly basic full-time salary paid or, in case of shorter appointments, that would have been paid in the 12 months preceding the date of the accident.

6.2.9 No reimbursement of expenses, indemnity or allowance under Article 6.2.7 shall be payable to a short-term contract employee 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.

- 6.2.10 (a) Short-term contract employees who suffer an alleged accident at work or those entitled under them shall report the accident to the Directorate General Human Resources.
- Where the alleged accident at work results in death or where it is impossible for the short-term contract employee 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 annexed, specifying the nature of the injuries and the probable consequences of the alleged accident at work.
- (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) Short-term contract employees who sustain a non-work related accident within the meaning of Article 6.2.1(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 6.2.3.
- 6.2.11 (a) Short-term contract employees who request the application of this Article on grounds of an occupational disease shall submit a statement 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. The statement may be submitted by the short-term contract employee or, where the symptoms of the disease allegedly caused by the performance of their duties at the ECB become apparent after the termination of employment, by the former short-term contract employee; where a short-term contract employee dies as a result of an occupational disease allegedly caused by the performance of their duties at the ECB, it may also be submitted by those entitled under them.
- The statement shall specify the nature of the disease and be accompanied by medical certificates and any other supporting documents. For medical conditions included in Annex II to Recommendation 2003/670/EC, the statement shall include evidence that the short-term contract employee contracted the pathology in the performance of their duties at the ECB.
- (b) The Directorate General Human Resources shall investigate the nature of the disease, whether it has resulted from the performance of the short-term contract employee's duties at the ECB and also the circumstances in which it has arisen, paying due regard

to the *Information notices on occupational diseases: a guide to diagnosis** published by the European Commission.

- (c) After seeing the report drawn up following the investigation, the doctors appointed by the Director General Human Resources or their Deputy pursuant to Article 6.2.12(a) shall state their findings as provided for in the same Article.
- 6.2.12 (a) On the initiative of a short-term contract employee or those entitled under them and in accordance with the procedure laid down in Article 6.2.13, 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 6.2.14(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 6.2.13(b), after consulting the Medical Committee established in accordance with Article 6.4.

- (b) Failure by a short-term contract employee 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 6.4, 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 reason of *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 short-term contract employee or those entitled under them shall claim the indemnity provided for in Article 30(b)(i) to (iii) of the Conditions of Short-Term 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.
- 6.2.13 (a) Before taking a decision pursuant to Article 6.2.12(a), the Director General Human Resources or their Deputy shall prepare a draft decision and notify it to the short-term contract employee or those entitled under them together with a summary containing non-confidential information from the report of the doctors appointed by the Director General Human Resources or their Deputy. The short-term contract employee 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 short-term contract employee or those entitled under them may request that the

* European Commission, *Information Notices on Occupational Diseases: A Guide to Diagnosis*, Publications Office, Luxembourg, 2009, ISBN 978-92-79-11483-0 (<http://ec.europa.eu/social/BlobServlet?docId=3155&langId=en>).

Medical Committee established in accordance with Article 6.4 delivers its opinion. This request shall contain the name of the doctor representing the short-term contract employee 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 short-term contract employee or those entitled under them.

6.2.14

- (a) Short-term contract employees who have submitted a request for recognition of an accident at work or an occupational disease shall inform the Directorate General Human Resources of any change in their state of health by submitting medical certificates.
- (b) If short-term contract employees 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 6.2.12(a)(iii) to establish the degree of invalidity shall be taken after the short-term contract employee'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 short-term contract employee concerned shall submit a medical report confirming the stabilisation and nature of their injuries. The doctors appointed by the Director General Human Resources or their Deputy or, where appropriate, the Medical Committee established in accordance with Article 6.4, 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 6.2.12(a) or, where appropriate, the report of the Medical Committee established in accordance with Article 6.4, shall specify a deadline for reviewing the short-term contract employee's case.

- (d) Where an occupational disease is recognised and the short-term contract employee'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) The provision contained in 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 short-term contract employee's injuries are found not to have consolidated pursuant to paragraph (c).

- 6.2.15 (a) In cases other than those referred to in Article 6.2.12(a), where the Director General Human Resources or their Deputy is required to adopt a decision after consulting the doctor appointed by them, the former shall prepare a draft decision and notify it to the short-term contract employee or those entitled under them together with a summary containing non-confidential information from the report of the said doctor. The short-term contract employee 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 short-term contract employee 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 short-term contract employee 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 short-term contract employee 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 short-term contract employee or those entitled under them shall pay the fee and incidental expenses involved in such consultation.
- 6.2.16 Decisions taken under this Article shall be subject to the appeals procedures laid down in Articles 32 and 33 of the Conditions of Short-Term Employment initiated by the short-term contract employee 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.

6.3 Death - reimbursement of repatriation cost

In the event of the death of a short-term contract employee, his/her spouse or dependent children, the ECB shall reimburse the costs involved in repatriating the body from the short-term contract employee's place of employment to his/her original place of residence. However, in the event of a short-term contract employee'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 short-term contract employee's original place of residence or place of employment.

6.4 Medical Committee

- 6.4.1 The Medical Committee shall consist of three doctors:
- (a) one appointed by the short-term contract employee 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 short-term contract employee

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 short-term contract employee.

6.4.2 The short-term contract employee or those entitled under them shall notify the appointment of the doctor under Article 6.4.1(a) to the Directorate General Human Resources within 30 days of the latter notifying the short-term contract employee of the appointment of the doctor under Article 6.4.1(b). If the short-term contract employee 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 short-term contract employee in connection with the medical issue in question shall be appointed on their behalf by the President of the *Hessian Landesärztekammer*.

- 6.4.3 (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 Short-Term Employment and the Rules for Short-Term Employment, 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 short-term contract employee 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 short-term contract employee 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 short-term contract employee 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 short-term contract employee or those entitled under them of the fees and incidental expenses which are liable to be borne by them in accordance with Article 6.4.5. The short-term contract employee or those

* *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>.

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.

- 6.4.4
- (a) The short-term contract employee 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 short-term contract employee's doctor and from doctors consulted in connection with the medical issue in question. The short-term contract employee or those entitled under them shall provide the doctor appointed by them under Article 6.4.1(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.
 - (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 Directorate General Human Resources to the medical file of the short-term contract employee concerned. The Medical Committee shall provide a summary containing non-confidential information 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 short-term contract employee or those entitled under them of their decision together with the summary containing non-confidential information from the report of the Medical Committee. The short-term contract employee 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.

6.4.5 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, short-term contract employees 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 short-term contract employees 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 short-term contract employees or those entitled under them shall pay in accordance with subparagraphs (i) or (ii) shall be limited to EUR 500. However, if short-term contract employees 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 short-term contract employees 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.

6.4.6 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 6.4.5 are paid by the ECB.

6.5 Staff assigned to the administration of medical procedures

Short-term contract employees assigned to administering the provisions of Articles 6.1, 6.3 and 6.6 of, and Annexes III and IV to, the Staff Rules and Articles 6.2 and 6.4 of the Rules for Short-Term Employment shall be required to observe confidentiality regarding medical documents 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 APPEALS AND DISCIPLINARY PROCEDURES

7.1 Administrative review and grievance procedures

The provisions of Article 32 of the Conditions of Short-Term Employment are applied as follows:

7.1.1 A short-term contract employee may ask the Director General Human Resources or their Deputy Director General, to take a decision relating to them. The short-term contract employee shall be notified of a reasoned decision within two months from such request. If the short-term contract employee 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.

7.1.2 A short-term contract employee may request an administrative review of a decision within two months from the date on which it was communicated to them. They shall submit the request

for an administrative review to the Director General Human Resources or their Deputy.

7.1.3 The Director General Human Resources or their Deputy shall notify the short-term contract employee of their decision in writing within two months from the date on which the request for an administrative review was submitted to them.

7.1.4 A short-term contract employee 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.

7.1.5 A short-term contract employee 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 short-term contract employee; or
- (b) the period of two months from the request to the Director General Human Resources or their Deputy expired without such a reasoned decision referred to in paragraph a) having been taken.

The short-term contract employee 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 short-term contract employee within two months from the date on which the request was submitted.

7.1.6 Decisions taken by the Chief Services Officer, acting on behalf of the Executive Board, or by the Executive Board shall be subject to a special appeals procedure. A short-term contract employee may initiate an appeal within two months from the date on which the Chief Services Officer's decision, acting on behalf of the Executive Board, or the Executive Board's decision was communicated to them.

The short-term contract employee shall submit the appeal 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 Executive Board's decision to the short-term contract employee within two months from the date on which the appeal was submitted.

7.1.7 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 short-term contract employee'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.

7.1.8 A short-term contract employee may seek the assistance of a staff representative in the course of an administrative review, grievance or appeals procedure.

7.2 Appeals to the Court of Justice of the European Union

The provisions of Article 33 of the Conditions of Short-Term Employment are applied as follows:

7.2.1 Appeals to the Court of Justice of the European Union shall be filed within two months from the date on which:

- the short-term contract employee 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 procedure 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.

7.3 Disciplinary procedure

The provisions of Articles 34, 35 and 36 of the Conditions of Short-Term Employment are applied as follows:

7.3.1 Breach of professional duties shall mean a breach of the obligations laid down in the Statute of the European System of Central Banks and of the European Central Bank, the Conditions of Short-Term Employment, the Rules for Short-term Employment, the Code of Conduct of the European Central Bank or any other legal act or internal standard or rule applicable to short-term contract employees.

7.3.2 On the basis of a report, which shall state the facts and the circumstances of the breach of professional duties, including any aggravating or extenuating circumstances and the underlying evidence, and the results of the hearing of the short-term contract employee concerned after they have been notified of all evidence in the files, the Chief Services Officer, acting on behalf of the Executive Board, may decide any of the following:

- to initiate disciplinary proceedings for breach of professional duties, in which case the Executive Board shall be informed immediately,
- to inform the member of staff that no case can be made against them,
- not to impose a disciplinary measure, even if there is or appears to have been a breach of professional duties.

If the disciplinary measure likely to be imposed is a written warning or a written reprimand, the Director General Human Resources or their Deputy (for short-term contract employees in salary bands A to J), or the member of the Executive Board to whom the Directorate General Human Resources reports (for short-term contract employees in salary bands K or L), may take any of the abovementioned decisions.

Disciplinary proceedings shall be initiated at the latest within five years from the date of the facts occurring and within one year from the date on which those facts were discovered, save in cases of serious misconduct for which a dismissal may be imposed, where the time limit

shall be respectively 10 years and one year.

Any periods of absence from work of a short-term contract employee after the date of discovery of the facts due to sickness, disability or maternity, where there is a medically certified incapacity to participate in the hearing pursuant to this Article, shall suspend the time limit for initiation of disciplinary proceedings for the duration of the certified incapacity.

The short-term contract employee subject to the disciplinary proceedings (hereinafter the 'short-term contract employee') 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

- 7.3.3 If a written warning or written reprimand is likely to be imposed, the Director General Human Resources or their Deputy Director General (for short-term contract employees in salary bands A to J), or the member of the Executive Board to whom the Directorate General Human Resources reports (for short-term contract employees in salary bands K or L), shall hear the short-term contract employee before such a disciplinary measure is imposed.

Disciplinary proceedings involving the Disciplinary Committee

- 7.3.4 The imposition of disciplinary measures other than a written warning or written reprimand shall require the involvement of the Disciplinary Committee.

- 7.3.5 The Disciplinary Committee shall be composed of five members as follows:

- d. a non-voting Chair appointed by the Chief Services Officer, acting on behalf of the Executive Board, from a list composed of former high-ranking officials of another institution or senior members of a European international organisation. 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 band L at step 1;
- e. the Director General Human Resources or their Deputy Director General;
- f. two members of staff appointed by the Chief Services Officer, acting on behalf of the Executive Board;
- g. a staff representative appointed by the Chief Services Officer, acting on behalf of the Executive Board, from a list ranking three names of staff members 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 three names. Should no member on this list be available or eligible for whatever reason, and the Staff Committee and the recognised trade unions are not able to provide substitutes, the Chief Services Officer, acting on behalf of the Executive Board, shall appoint another member of staff to complete the composition of the Disciplinary Committee.

The members of the Disciplinary Committee appointed according to paragraphs (c) and (d) may not belong to the business area of the short-term contract employee subject to disciplinary proceedings. The Chief Services Officer, acting on behalf of the Executive Board, shall establish a list of alternates to replace the members of the Disciplinary Committee and the secretary appointed in accordance with Article 7.3.9. The alternate for the member of staff

- appointed under paragraph (d) shall be taken from the list mentioned in the same paragraph, unless there is no member available or eligible on this list and the Staff Committee and the recognised trade unions are not able to provide a substitute, in which case the Chief Services Officer, acting on behalf of the Executive Board, may appoint another member of staff as alternate.
- 7.3.6 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.
- 7.3.7 The deliberations and proceedings of the Disciplinary Committee shall be treated as personal and confidential in accordance with the ECB's 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.
- 7.3.8 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.
- 7.3.9 A secretary appointed by the Chief Services Officer, acting on behalf of the Executive Board, shall assist the Disciplinary Committee and shall draw up minutes of its meetings.
- 7.3.10 The short-term contract employee shall be informed of the composition of the Disciplinary Committee and may object to one of the members of the Disciplinary Committee within the following five days.
- 7.3.11 The report referred to in Article 7.3.2 shall be communicated to the short-term contract employee. 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 exonerating evidence. They shall have not less than 15 calendar days from receipt of the report to prepare their defence.
- 7.3.12 The Disciplinary Committee shall hear the short-term contract employee, who may present observations in writing or orally and be assisted by a person of their choice. They may call witnesses. The short-term contract employee and all witnesses shall sign the minutes or transcripts of interviews formalising their evidence or transmit their comments and/or remarks within 15 calendar days of receipt of the minutes or transcripts. At the short-term contract employee's request, the Disciplinary Committee shall hear the Staff Committee.
- 7.3.13 At the beginning of the hearing, the Disciplinary Committee shall inform the short-term contract employee 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, acting on behalf of the Executive Board, unless they are needed for a possible follow-up such as judicial proceedings.
- 7.3.14 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 report referred to in Article 7.3.2. In cases of other fact-finding measures, such as checking ECB electronic traffic data and/or accessing electronic files, performing on-the-spot searches, checking ECB telephone traffic data or intercepting business telephone calls made from ECB telephones, the Disciplinary Committee may request such measures to be conducted by those who have established the report referred to in Article 7.3.2. Following these investigations, an additional report shall be established and communicated to the Disciplinary Committee and to the short-term contract employee. They shall have 15 calendar days to update their defence.

7.3.15 The Disciplinary Committee shall, by majority vote, deliver a final reasoned 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 reasoned opinion to the Chief Services Officer, acting on behalf of the Executive Board, for short-term contract employees at salary band I or below, or to the Executive Board, for short-term contract employees above salary band I, and to the short-term contract employee within three months from the notification of the initiation of the disciplinary proceedings to the short-term contract employee. If the Disciplinary Committee performs complementary investigations the time limit shall be five months. It shall in any case be commensurate to the complexity of the case.

Any periods of absence from work of the short-term contract employee following the initiation of disciplinary proceedings due to sickness, disability or maternity, where there is a medically certified incapacity to participate in the hearing referred to in Article 7.3.12, shall suspend the time limit for transmission of the final opinion for the duration of the certified incapacity.

7.3.16 Observations may be submitted to the Chief Services Officer, acting on behalf of the Executive Board, by short-term contract employees at salary band I or below, or to the Executive Board, by short-term contract employees above salary band I, within 15 days from the transmission of the Disciplinary Committee's final reasoned opinion.

7.3.17 The Chief Services Officer, acting on behalf of the Executive Board, for short-term contract employees at salary band I or below, or the Executive Board, for short-term contract employees above salary band I shall decide on the most appropriate disciplinary measure within one month from receipt of the Disciplinary Committee's final reasoned opinion and of the observations of the short-term contract employee. It shall give due consideration to the Disciplinary Committee's recommendations but shall not be bound by them.

7.3.18 The decision imposing a disciplinary measure shall be stored in the personal file of the short-term contract employee. If the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, does not impose any disciplinary measure, the short-term contract employee may request insertion of this decision in their personal file.

7.3.19 The decision imposing a disciplinary measure shall be removed from the personal file of the short-term contract employee 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.

- 7.3.20 Disciplinary measures may be challenged within two months by way of appeal submitted to the Court of Justice of the European Union if the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board or a member of the Executive Board has imposed the disciplinary measure, or to the President if the Director General Human Resources or their Deputy has imposed the disciplinary measure.

7.4 Suspension from duties

The provisions of Article 37 of the Conditions of Short-Term Employment are applied as follows:

- 7.4.1 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. If the full basic salary is reduced during a period of suspension, the short-term contract employee's contributions to the ECB health insurance, the long-term care insurance and the accident insurance shall be based on their full basic salary.
- 7.4.2 If the Chief Services Officer, acting on behalf of the Executive Board, or the Executive Board, as the case may be, dismisses a short-term contract employee with effect from the day of suspension, the short-term contract employee shall retain amounts paid to them during the suspension period.