



EUROPEAN CENTRAL BANK
EUROSYSTEM

DECISION OF THE EUROPEAN CENTRAL BANK

of 24 August 2012

**amending the European Central Bank Staff Rules and the Rules for Short-Term Employment
as regards occupational diseases and accidents**

(ECB/2012/NP15)

THE EXECUTIVE BOARD OF THE EUROPEAN CENTRAL BANK,

Having regard to the Rules of Procedure of the European Central Bank, and in particular Articles 21.1, 21.3 and 21.4 thereof,

Having regard to the Conditions of Employment for Staff of the European Central Bank, and in particular Article 34 thereof,

Having regard to the Conditions of Short-Term Employment, and in particular Article 30 thereof,

Having regard to the opinion of the Staff Committee,

Whereas:

- (1) The ECB continually strives to maintain a healthy working environment for its staff with a view to securing their health and safety. There is a need to ensure that staff is adequately protected against the risk of occupational disease and accidents.
- (2) The procedures for requests for recognition of and compensation for accidents at work and occupational disease need to be formalised in the ECB's employment framework.
- (3) Commission Recommendation 2003/670/EC of 19 September 2003 concerning the European schedule of occupational diseases¹ includes a list of scientifically recognised conditions. Guidelines for the diagnosis of diseases listed in Annex I to the Recommendation are contained in Information Notices published by the Commission in 2009². It is advisable to use the Recommendation for the recognition of occupational diseases,

¹ OJ L 238, 25.9.2003, p. 28.

² 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>).

HAS ADOPTED THIS DECISION:

Article 1

Amendments to the Staff Rules

The Staff Rules are amended as follows:

1. Article 5 of the Staff Rules is amended as follows:

(a) The last paragraph of Article 5.2.3 is replaced by the following:

‘The benefits payable under Articles 33 and 34 of the Conditions of Employment shall be fully maintained. Contributions to the medical benefits and dental plan and the accident insurance shall be calculated on the basis of the corresponding basic full-time salary. If a member of staff can be covered by another medical insurance, he/she may opt out of the medical benefits and dental plan.’.

(b) The last bullet point of Article 5.11.6 is replaced by the following:

‘continued cover under the medical benefits and dental plan and accident insurance, provided that during the leave they pay their personal contributions. Contributions to the medical benefits and dental plan and the accident insurance shall be calculated on the basis of the corresponding basic full-time salary before the parental leave starts. Contributions shall be adjusted in line with salary adjustments and changes to the insurance premiums occurring during the period of parental leave. Alternatively, the member of staff may opt out of the medical benefits and dental plan and accident insurance for the period of the parental leave.’.

(c) The last paragraph of Article 5.12.4 is replaced by the following:

‘Contributions to the medical benefits and dental plan and the accident insurance shall be calculated on the basis of the corresponding basic full-time salary prior to the commencement of the unpaid leave. Contributions shall be adjusted in line with salary adjustments and changes to the insurance premiums occurring during the period of unpaid leave.’.

2. Article 6 of the Staff Rules is amended as follows:

(a) Article 6.3 is replaced by the following:

‘6.3 Accidents, accidents at work and occupational diseases

The provisions of Article 34(a) and (b) of the Conditions of Employment are applied as follows:

6.3.1 (a) An accident means a sudden, involuntary occurrence adversely affecting the member of staff’s health, the cause or one of the causes of which is external to the victim’s organism. The following shall *inter alia* be considered accidents:

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- poisoning,
 - bites of animals or stings of insects resulting in infections, sicknesses and injuries or any other damage to health,
 - exertion resulting in sprains, tears, lacerations or ruptures of muscles or tendons,
 - acts carried out in a situation of emergency, in self-defence or when saving human life or salvaging property resulting in bodily injuries,
 - assaults or attempts on the life of the member of staff, including in the course of strikes or disturbances, unless the member of staff participated of their own free will in the violent action in which they were injured, other than in self-defence.
- (b) An accident at work means an accident fulfilling the definition of paragraph (a), occurring by virtue of, and in the performance of, a member of staff's duties at the ECB. This definition includes any accident occurring:
- on the ECB's premises,
 - during duly authorised teleworking,
 - during business travel,
 - during normal transit between ECB buildings,
 - on the journey between the place of residence for the purposes of the member of staff's employment and the place of work and vice versa.
- (c) Accidents shall be excluded from the benefits provided under Article 34(a) and (b) of the Conditions of Employment if they are due to the following causes:
- (i) wilful involvement of the member of staff in a brawl except if the following three cumulative conditions are met:
- (1) the brawl occurred in the course of, or in connection with, the performance by the member of staff of their duties at the ECB or on their way to and from work, including business travel,
 - (2) the member of staff was called to account and placed in a position of self-defence or saving human life,
 - (3) the brawl or the accident was not the result of inexcusable conduct by the member of staff;

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- (ii) manifestly reckless acts committed by the member of staff, including but not limited to their participation by means of motorised equipment in sporting contests, races and official trials;
- (iii) a blood alcohol level of the member of staff who is the victim of an accident, of more than 0.5 mg/ml in the case of accidents resulting from the driving of any motor vehicle, and of more than 1.4 mg/ml in the case of any other accident;
- (iv) the use by the member of staff of drugs not prescribed by a doctor, except in case of error;
- (v) the deliberate handling by the member of staff of weapons or ammunition, except in an emergency or in the course of or in connection with the performance by the member of staff of their official duties;
- (vi) practice of any of the following sports without professional supervision: boxing, karate, bungee jumping, any airborne sports activities, any water sports activities other than swimming in controlled or supervised waters, speleology, climbing cliffs or pinnacles of rock or mountain peaks otherwise than on beaten tracks;
- (vii) a criminally punishable wilful act which has been the subject of a final verdict to immediate imprisonment. If that sentence was passed in a country of which the member of staff is not a national, the exclusion from cover shall apply only if the judicial proceedings guaranteed the fundamental rights of defence and if the same act would have been punishable by immediate imprisonment under the law of the State of which the member of staff is a national;
- (viii) the intentional provision of false or incomplete information on the ECB occupational safety and health self-assessment form for teleworking or the omission, by negligence or otherwise, to notify the ECB of significant changes to the remote work location or to work equipment.

In order to apply, the disqualifying behaviour in question must have directly increased the risk of the accident occurring.

6.3.2 An occupational disease means a pathology listed in the *European schedule of occupational diseases* laid down in Annexes I and II to Commission Recommendation 2003/670/EC of 19 September 2003 concerning the European

schedule of occupational diseases³, where the member of staff contracted the pathology in the performance of their duties at the ECB.

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

- members of staff who suffer an accident at work or contract an occupational disease may apply for reimbursement of expenses from the administrator. Expenses shall be reimbursed at the rate of 100% without the application of the maximum ceilings provided for in the medical benefits and dental plan;
- members of staff who suffer a non-work related accident may apply for reimbursement of expenses from the administrator if, at the date of the accident, they were members of the medical benefits and dental plan. In this case, applications for reimbursement of expenses will be processed by the administrator on the basis of the ECB insurance policy in force at the time. If they were not members of the medical benefits and dental plan, members of staff shall be responsible for the medical and dental expenses incurred.

In the event of disagreement between the administrator and a member of staff, or those entitled under them, concerning the reimbursement of expenses or the terms of the insurance policy in relation to reimbursement of expenses for occupational disease or accidents, the matter shall be determined in accordance with the complaints procedure laid down in the insurance policy. The ECB shall bear no liability in respect of such applications for reimbursement of expenses.

6.3.4 If a member of staff suffers an accident during a period for which they were granted special leave for compulsory military reserve training pursuant to Article 28(iii) of the Conditions of Employment or unpaid leave pursuant to Article 30 of the Conditions of Employment, benefits of the same kind paid from other sources shall be deducted from those payable under this Article insofar as the member of staff is insured under the ECB's accident insurance.

6.3.5 (a) The indemnity provided for in Article 34(b)(i) of the Conditions of Employment shall be paid also following the unexplained disappearance of a member of staff if, on expiry of a period of one year and following an investigation into the circumstances of the disappearance, the member of staff is presumed dead unless there are grounds for presuming that the death was not due to an accident.

³ OJ L 238, 25.9.2003, p. 28.

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- (b) Where a member of staff is found to be alive after all, or part of the indemnity under Article 34(b)(i) of the Conditions of Employment has been paid, all sums paid shall be reimbursed by the member of staff and those entitled under them. Special arrangements may be made by the ECB to effect such reimbursement.
- (c) Where, following payment of the indemnity provided for in Article 34(b)(ii) or (iii) of the Conditions of Employment, the member of staff dies as a result of the same accident or the same occupational disease which gave rise to the entitlement to the indemnity, the indemnity referred to in Article 34(b)(i) of the Conditions of Employment shall be payable only if that indemnity exceeds the indemnity paid pursuant to Article 34(b)(ii) or (iii) of the Conditions of Employment and only in respect of the difference.
- 6.3.6 (a) Total or partial permanent invalidity shall be measured in terms of physical impairment as laid down in the European disability rating scale in Annex II to the Staff Rules.
- (b) For the purposes of the indemnity provided for in Article 34(b)(ii) of the Conditions of Employment, a member of staff shall be considered to have sustained total permanent invalidity as a result of an accident or an occupational disease when the resulting physical impairment is 100%.
- (c) Total or partial permanent invalidity resulting from injuries to limbs or organs previously disabled shall only be indemnified by the difference between the degree of invalidity before and after the accident or occupational disease.
- (d) The assessment of injuries to healthy limbs or organs damaged in the accident or by the occupational disease shall take into account the state of infirmity of other limbs or organs not affected by the accident or the occupational disease and provided that those limbs or organs function in synergy with those damaged in the accident or the occupational disease. In that case, the indemnity shall cover also the total or partial loss of the function.

The indemnity for partial permanent invalidity resulting from the partial loss of function shall be determined according to the following rule:

$$i = (V1 - V2) / V1 * 100$$

i = invalidity to be granted for the accident or the occupational disease taking account of the state of infirmity of the organ that acts in synergy not affected by the accident or the occupational disease

V1 = validity before the accident or the occupational disease

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V2 = validity remaining after the accident or the occupational disease.

- (e) The total indemnity for total or partial invalidity on several counts arising out of the same accident or the same occupational disease shall be obtained through addition but such total shall not exceed either the total indemnity of the insurance for permanent total invalidity or the partial sum insured for the total loss or the complete loss of use of the limb or organ injured.

6.3.7 Where, as a result of an accident at work or an occupational disease, the member of staff is incapacitated to such an extent that they cannot do without the permanent assistance of another person, the Director General Human Resources, Budget and Organisation or their Deputy may, after consulting the doctor appointed by them, or the Medical Committee established in accordance with Article 6.6, grant a monthly flat-rate allowance equal to the justified expenditure and not exceeding 150% of the minimum subsistence figure referred to in Article 35 of the Conditions of Employment.

The flat-rate allowance shall be paid only after the reimbursements payable for nursing expenses under the medical benefits and dental plan have been exhausted and shall be paid as a supplement to such reimbursements.

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 of Human Resources, Budget and Organisation or their Deputy.

6.3.8 The benefits payable under Article 34(b)(i) to (iii) of the Conditions of Employment shall be calculated on the following basis:

- in the case of an occupational disease, the monthly basic full-time salary paid in the 12 months preceding (i) the date on which the disease is first diagnosed or, failing that, (ii) the date on which the member of staff first becomes incapable of working as a result of the disease or, failing that, (iii) the date of submission of a request as laid down in Article 6.3.11(a). For former members of staff, benefits shall be calculated on the basis of the monthly basic full-time salary paid during the last 12 months of employment.
- in the case of an accident, the monthly basic full-time salary paid in the 12 months preceding the date of the accident.

6.3.9 No reimbursement of expenses, indemnity or allowance under Article 6.3.7 shall be payable to a member of staff or those entitled under them whose accident or occupational disease arose from a situation in which they intentionally caused or contributed to the death or injury of another person.

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- 6.3.10(a) Members of staff who suffer an alleged accident at work or those entitled under them shall report it to the Directorate General Human Resources, Budget and Organisation.

Where the alleged accident at work results in death or where it is impossible for the member of staff or those entitled under them to report it, this may be done by any member of their family or any other person with knowledge of the facts.

The report shall specify the date and time, the causes and the circumstances of the alleged accident at work and also the names of witnesses and of any third party which may be liable. A medical certificate shall be 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, Budget and Organisation 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, Budget and Organisation may investigate whether the reported incident constitutes an accident at work.
- (d) Members of staff who sustain a non-work related accident within the meaning of Article 6.3.1(a) that might give rise to reimbursement of expenses under the medical benefits and dental plan, or those entitled under them, shall report the accident to the administrator mentioned in Article 6.3.3.

- 6.3.11(a) Members of staff who request the application of Article 6.3 on grounds of an occupational disease shall submit a statement to the Directorate General Human Resources, Budget and Organisation 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 member of staff 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 member of staff; where a member of staff dies as a result of a disease allegedly caused by the performance of their duties at the ECB, it may also be submitted by those entitled under them.

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 member of staff contracted the pathology in the performance of their duties at the ECB.

- (b) The Directorate General Human Resources, Budget and Organisation shall investigate the nature of the disease, whether it has resulted from the performance of the member of staff'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*⁴ published by the European Commission.
 - (c) After seeing the report drawn up following the investigation, the doctors appointed by the Director General Human Resources, Budget and Organisation or their Deputy pursuant to Article 6.3.12(a) shall state their findings as provided for in the same Article.
- 6.3.12(a) On the initiative of a member of staff or those entitled under them and in accordance with the procedure laid down in Article 6.3.13, the Director General Human Resources, Budget and Organisation or their Deputy shall adopt a decision:
- (i) to recognise an accident at work,
 - (ii) to recognise the occupational nature of a disease,
 - (iii) to establish the degree of permanent invalidity after consolidation of injuries pursuant to Article 6.3.14(c).

Such decisions shall be taken on the basis of expert medical opinion of one or more doctors appointed by the Director General Human Resources, Budget and Organisation or their Deputy and, in the event of an appeal pursuant to Article 6.3.13(b), after consulting the Medical Committee established in accordance with Article 6.6.

- (b) Failure by a member of staff to attend a consultation requested by the doctors appointed by the Director General Human Resources, Budget and Organisation or their Deputy, or the Medical Committee established in accordance with Article 6.6, shall lead to the termination of the case, except where the Director General Human Resources, Budget and Organisation or their Deputy has established that such failure was justified by *force majeure* or by any other legitimate reason.
- (c) With regard to decisions concerning the recognition of non-work related accidents and the assessment of the related degree of permanent

⁴ 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>).

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invalidity, the member of staff or those entitled under them shall claim the indemnity provided for in Article 34(b)(i) to (iii) of the Conditions of Employment from the insurer on the basis of the ECB accident insurance policy in force at the time of the accident. The ECB shall bear no liability in respect of such claims.

- 6.3.13(a) Before taking a decision pursuant to Article 6.3.12(a), the Director General Human Resources, Budget and Organisation or their Deputy shall prepare a draft decision and notify it to the member of staff 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, Budget and Organisation or their Deputy. The member of staff or those entitled under them may request that the full medical report be communicated to a doctor chosen by them.
- (b) Within two months from the date on which the draft decision is communicated to them, the member of staff or those entitled under them may request that the Medical Committee established in accordance with Article 6.6 delivers its opinion. This request shall contain the name of the doctor representing the member of staff or those entitled under them together with a medical report from that doctor setting out the medical issues disputed in relation to the medical report of the doctors appointed by the Director General Human Resources, Budget and Organisation 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, Budget and Organisation or their Deputy shall adopt a decision in accordance with the draft decision previously notified to the member of staff or those entitled under them.

- 6.3.14(a) Members of staff who have submitted a request for recognition of an accident at work or an occupational disease shall inform the Directorate General Human Resources, Budget and Organisation of any change in their state of health by submitting medical certificates.
- (b) If members of staff provide no information under paragraph (a) for more than six months, they will be presumed to have recovered and the case will be terminated.
- (c) The decision pursuant to Article 6.3.12(a)(iii) to establish the degree of invalidity shall be taken after the member of staff's injuries resulting from the accident at work or occupational disease have consolidated. Such injuries shall be considered to have consolidated where they have

stabilised or will diminish only very slowly and to a very limited extent. To this end, the member of staff concerned shall submit a medical report confirming the stabilisation and nature of their injuries. The doctors appointed by the Director General Human Resources, Budget and Organisation or their Deputy or, where appropriate, the Medical Committee established in accordance with Article 6.6, may decide that consolidation has taken place regardless of the conclusions of this medical report or in the absence of such a report.

Where it is impossible to define the degree of invalidity after medical treatment is concluded, the findings of the doctors appointed pursuant to Article 6.3.12(a) or, where appropriate, the report of the Medical Committee established in accordance with Article 6.6, shall specify a deadline for reviewing the member of staff's case.

- (d) Where an occupational disease is recognised and the member of staff's injuries are found not to have consolidated pursuant to paragraph (c), the Director General Human Resources, Budget and Organisation or their Deputy shall grant a provisional indemnity corresponding to the undisputed proportion of the permanent invalidity rate. That indemnity shall be set off against the final indemnity.
- (e) Paragraph (d) shall also apply to decisions concerning the recognition of accidents at work where the degree of invalidity is more than 20% and the member of staff's injuries are found not to have consolidated pursuant to paragraph (c).

6.3.15(a) In cases other than those referred to in Article 6.3.12(a), where the Director General Human Resources, Budget and Organisation 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 member of staff or those entitled under them together with a summary containing non-confidential information from the report of the said doctor. The member of staff or those entitled under them may request that the full medical report be communicated to a doctor chosen by them. Within 30 days from the date on which the draft decision is communicated to them, the member of staff or those entitled under them may request consultation of another doctor, to be chosen by agreement between the doctor appointed by the Director General Human Resources, Budget and Organisation or their Deputy and the doctor appointed by the member of staff or those entitled under them. If, on the expiry of that period, no request for such consultation has been made, the Director General Human Resources, Budget and Organisation or their Deputy

shall adopt a decision in accordance with the draft decision previously notified to the member of staff or those entitled under them.

- (b) The expenses incurred in consulting the doctor appointed by agreement under paragraph (a) shall be borne by the ECB. However, where the opinion of that doctor is in accordance with the draft decision previously notified, the member of staff or those entitled under them shall pay the fee and incidental expenses involved in such consultation.

6.3.16 Recognition of total or partial permanent invalidity pursuant to Article 34(b)(ii) and (iii) of the Conditions of Employment shall in no way prejudice application of Article 32 of the Conditions of Employment and vice versa.

6.3.17 Decisions taken under this Article shall be subject to the appeals procedures laid down in Articles 41 and 42 of the Conditions of Employment initiated by the member of staff or those entitled under them only on the grounds of alleged procedural defects or irregularities. The appeals procedures may not be used to challenge medical findings or conclusions which shall be regarded as definitive provided that the conditions in which they were made are not irregular.’.

- (b) The following Article 6.6 is added:

‘6.6 Medical Committee

6.6.1 The Medical Committee shall consist of three doctors:

- (a) one appointed by the member of staff or those entitled under them;
- (b) one appointed by the Director General Human Resources, Budget and Organisation or their Deputy;
- (c) one appointed by agreement between the doctors appointed under paragraphs (a) and (b), and who shall neither have been consulted by the member of staff nor have been contracted to provide services as Medical Adviser or General Practitioner to the ECB prior to their appointment to a Medical Committee.

Where agreement cannot be reached on the appointment of the third doctor within a period of two months following the appointment of the second doctor, the President of the Hessian Landesärztekammer shall appoint the third doctor at the request of either party.

Irrespective of the method of appointment, the third doctor shall possess relevant medical expertise to produce an expert opinion related to the medical condition of the member of staff.

6.6.2 The member of staff or those entitled under them shall notify the appointment of the doctor under Article 6.6.1(a) to the Directorate General Human Resources, Budget and Organisation within 30 days of the latter notifying the member of staff of the appointment of the doctor under Article 6.6.1(b). If the member of staff or those entitled under them fails to appoint a doctor who is willing to act as a member of the Medical Committee, a doctor not previously consulted by the member of staff in connection with the medical issue in question shall be appointed on their behalf by the President of the Hessian Landesärztekammer.

6.6.3 (a) The Medical Committee shall be responsible for determining medical appeals.

In its three-member composition, it shall also be competent to decide on all disputes relating to medical opinions expressed for the purposes of the Conditions of Employment and the Staff Rules, on the one hand by the doctor designated by the Director General Human Resources, Budget and Organisation or their Deputy and, on the other, by the doctor designated by the member of staff concerned.

(b) Cases shall be submitted to the Medical Committee either on the initiative of the Director General Human Resources, Budget and Organisation or their Deputy or at the request of the member of staff concerned or those entitled under them.

(c) The Director General Human Resources, Budget and Organisation or their Deputy shall define the terms of reference of the Medical Committee. These shall cover medical matters raised by the report of the doctor representing the member of staff or those entitled under them and other relevant medical reports transmitted to or by the ECB.

The fees and incidental expenses of the doctors making up the Medical Committee shall be set in accordance with the Justizvergütungs- und -entschädigungsgesetz⁵.

(d) Before establishing the terms of reference of the Medical Committee, the Directorate General Human Resources, Budget and Organisation shall inform the member of staff or those entitled under them of the fees and incidental expenses which are liable to be borne by them in accordance with Article 6.6.5. The member of staff or those entitled under them may

⁵ 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>.

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not under any circumstances object to the third doctor on account of the amount of the fees and expenses requested by them.

- 6.6.4 (a) The member of staff or those entitled under them shall be responsible for submitting to the Medical Committee all relevant medical documents concerning them. These shall include any reports or certificates from the member of staff's doctor and from doctors consulted in connection with the medical issue in question. The member of staff or those entitled under them shall provide the doctor appointed by them under Article 6.6.1(a) with the names of all doctors consulted in connection with the medical issue in question.
- (b) The Medical Committee shall meet at the latest within 60 days following the appointment of the third doctor.
- (c) The Medical Committee shall examine collectively all the available documents likely to be of use to it in its assessment and shall take all decisions by majority vote. The third doctor shall be responsible for providing the secretariat and drafting the report. The Medical Committee may decide on and adopt its own rules of procedure. The Medical Committee may request additional examinations and consult experts in order to carry out its task.
- (d) The Medical Committee may deliver medical opinions only on the facts submitted to it for examination or which are brought to its attention. If the Medical Committee considers that its task may entail a legal dispute, it shall abstain from providing opinions on the legal aspects of the case.
- (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, Budget and Organisation to the medical file of the member of staff concerned. The Medical Committee shall provide a summary containing non-confidential information from this report to the Director General Human Resources, Budget and Organisation and their Deputy. On the basis of the summary, the Director General Human Resources, Budget and Organisation or their Deputy shall notify the member of staff or those entitled under them of their decision together with the summary containing non-confidential information from the report of the Medical Committee. The member of staff or those entitled under them may request that the Medical Committee's full report be transmitted to a doctor of their choice.
- (f) The deliberations of the Medical Committee shall be secret.

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6.6.5 Fees and incidental expenses incurred in connection with the proceedings of the Medical Committee shall be borne as follows:

- (i) where the opinion of the Medical Committee is in accordance with the draft decision of the Director General Human Resources, Budget and Organisation or their Deputy, members of staff or those entitled under them shall pay the fees and incidental expenses of the doctor appointed by them and half of the fees and incidental expenses of the third doctor;
- (ii) where members of staff or those entitled under them decide to discontinue the procedure for referral to the Medical Committee, they shall pay the fees and incidental expenses of the doctor appointed by them, and half of the fees and incidental expenses of the third doctor, in respect of the part of the work that has been completed;
- (iii) where the opinion of the Medical Committee is not in accordance with the draft decision of the Director General Human Resources, Budget and Organisation or their Deputy, the ECB shall pay all the fees and incidental expenses;
- (iv) the total amount members of staff or those entitled under them shall pay in accordance with subparagraphs (i) or (ii) shall be limited to EUR 500. However, if members of staff or those entitled under them agree with the doctor appointed by them, or appointed on their behalf, fees or incidental expenses that are higher than those regulated in the Justizvergütungs- und -entschädigungsgesetz, or if the doctor appointed by the members of staff or those entitled under them, or appointed on their behalf, is not resident at the place of work of the member of staff, the limit of EUR 500 shall not apply for the sums exceeding the tariffs provided in the Justizvergütungs- und -entschädigungsgesetz or for the travel expenses of that doctor.

6.6.6 In exceptional cases, the Director General Human Resources, Budget and Organisation or their Deputy, after consulting the doctor appointed by them, may decide that all fees and incidental expenses referred to in Article 6.6.5 are paid by the ECB.’.

- (c) The following Article 6.7 is added:

‘6.7 Staff assigned to the administration of medical procedures

Members of staff assigned to administering Articles 6.1, 6.2, 6.3 and 6.6 of the Staff Rules and of Articles 6.1, 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.’.

Article 2

Amendments to the Rules for Short-Term Employment

Article 6 of the Rules for Short-Term Employment is amended as follows:

1. Article 6.2 is replaced by the following:

‘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:

ECB-RESTRICTED

- (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 on the ECB occupational safety and health self-assessment form for teleworking 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 diseases⁶, 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:

- 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 ceilings provided for in the medical benefits and dental plan;
- 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 members of the medical benefits and dental plan. In this case, applications for reimbursement of expenses will be processed by the administrator on the basis of the ECB insurance policy in force at the time. In the event they were not members of the medical benefits and dental plan, 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 or the terms of the insurance policy in relation to reimbursement of expenses for occupational disease or accidents, 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

⁶ OJ L 238, 25.9.2003, p. 28.

ECB-RESTRICTED

insofar as the short-term contract employee is insured under the ECB's accident insurance.

- 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 II 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.

ECB-RESTRICTED

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, Budget and Organisation 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.

The flat-rate allowance shall be paid only after the reimbursements payable for nursing expenses under the medical benefits and dental plan have been exhausted and shall be paid as a supplement to such reimbursements.

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, Budget and Organisation 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,

ECB-RESTRICTED

- 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, Budget and Organisation.

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, Budget and Organisation 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, Budget and Organisation 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 medical benefits and dental plan, 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, Budget and Organisation 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, Budget and Organisation 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*⁷ published by the European Commission.
- (c) After seeing the report drawn up following the investigation, the doctors appointed by the Director General Human Resources, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation or their Deputy, or the Medical Committee established in accordance with Article 6.4, shall lead to the termination of the case, except

⁷ 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>).

ECB-RESTRICTED

where the Director General Human Resources, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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.

ECB-RESTRICTED

- (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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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.’.

2. The following Article 6.4 is added:

‘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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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, Budget and Organisation 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 -entschädigungsgesetz⁸.
- (d) Before establishing the terms of reference of the Medical Committee, the Directorate General Human Resources, Budget and Organisation 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 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

⁸ 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>.

ECB-RESTRICTED

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, Budget and Organisation 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, Budget and Organisation and their Deputy. On the basis of the summary, the Director General Human Resources, Budget and Organisation 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, Budget and Organisation or their Deputy, short-term contract employees or those entitled under them shall

ECB-RESTRICTED

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, Budget and Organisation 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, Budget and Organisation 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.’.

3. The following Article 6.5 is added:

‘6.5 Staff assigned to the administration of medical procedures

Short-term contract employees assigned to administering the provisions of Articles 6.1, 6.2, 6.3 and 6.6 of the Staff Rules and of Articles 6.1, 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.’.

Article 3

Entry into force and transitional regime

1. This Decision shall enter into force on the first day of the month following its communication on the ECB intranet.

ECB-RESTRICTED

2. These rules shall apply to all accidents occurring after this Decision entered into force. Accidents occurring before the date on which this Decision entered into force shall be handled in accordance with the procedure applicable at the time of the accident.
3. These rules shall apply to all requests for recognition of an occupational disease, including those pending at the time of entry into force of this Decision.
4. Article 1(1) of this Decision, in so far as it concerns the entitlements of members of staff who opt out of the medical benefits and dental plan, shall only apply to applications to work part-time or to extend a part-time work arrangement, to take or extend parental leave or to take or extend unpaid leave that have been submitted after this Decision entered into force.

Done at Frankfurt am Main, 24 August 2012.

[signed]

The President of the ECB

Mario DRAGHI