



EUROPEAN CENTRAL BANK
EUROSYSTEM

ECB-RESTRICTED

DECISION OF THE EUROPEAN CENTRAL BANK

of 12 January 2016

adopting the European Central Bank Rules for Short-term Employment

(recast)

(ECB/2016/NP2)

THE EXECUTIVE BOARD THE EUROPEAN CENTRAL BANK,

Having regard to the Statute of the European System of Central Banks and of the European Central Bank, and in particular Articles 12.3, 11.6 and 36.1 thereof,

Having regard to the Rules of Procedure of the European Central Bank¹, and in particular Article 21.3 thereof,

Having regard to the European Central Bank Conditions of Short-term Employment, and in particular Article 14 thereof,

Whereas:

- (1) The European Central Bank Rules for Short-term Employment (hereinafter the 'Rules for Short-term Employment') have been substantially amended following consultation with Staff representatives. Since further amendments are to be made which are exclusively limited to delegations of authority to the Chief Services Officer, the Rules for Short-term Employment should be recast in the interest of clarity.
- (2) Whereas it is for the Executive Board to lay down the Rules for Short-term Employment of the European Central Bank (ECB);
- (3) Whereas those Rules of Short-term Employment should be such as to secure for the ECB the services of staff of the highest standard of independence, ability, efficiency and integrity, recruited on the broadest possible geographical basis from among the Member States, and at the same time to enable such staff to discharge their duties in conditions which will ensure maximum efficiency.
- (4) By Decision ECB/2015/NP17 of the European Central Bank² and Decision ECB/2015/NP18 of the European Central Bank³, the European Central Bank (ECB) adapted its organisational set-up by

¹ As laid down in Decision ECB/2004/2 of 19 February 2004 adopting the Rules of Procedure of the European Central Bank (OJ L 80, 18.3.2004, p. 33).

² Decision ECB/2015/NP17 of the European Central Bank of 4 August 2015 amending the Conditions of Employment for Staff of the European Central Bank as regards the selection and appointment of the Chief Services Officer.

³ Decision ECB/2015/NP18 of the European Central Bank of 4 August 2015 amending the European Central Bank Staff Rules as regards the selection and appointment of the Chief Services Officer.

creating the Chief Services Officer position in order to improve coordination across the support functions and facilitate the orientation of support services towards the needs of the institution as a whole. In particular, the Chief Services Officer should be responsible for matters pertaining to administrative services, IT services, human resources, budget and finance. As a result, there is a need to simplify the decision-making process at the level of the Executive Board in those matters and, accordingly, certain tasks should be delegated to the Chief Services Officer.

- (5) The Executive Board may delegate the authority to adopt measures of management or administration of an individual nature in the context of general rules set out in the ECB's statutory employment law framework. Such powers apply in particular as regards the management of ECB staff members.
- (6) The delegation of authority to the Chief Services Officer, acting on behalf of the Executive Board, to adopt specific measures of management or administration in the context of the ECB's statutory employment law framework should be limited to individual decisions in application of the relevant provisions of the European Central Bank Conditions of Short-term Employment and the Rules for Short-term Employment, and should not in any way cover measures of a general nature
- (7) The Chief Services Officer should be delegated, inter alia, the power to: (a) authorise the appointment of non-Union nationals to positions below and including I-band; (b) adopt decisions to terminate contracts due to underperformance or disciplinary reasons for staff members on positions up to and including I-band; (c) initiate disciplinary procedures (including the setting up of a disciplinary panel); and (d) decide on disciplinary sanctions (as proposed by the relevant panels), as well as on suspensions for serious breach of professional duties for staff members on positions up to and including I-band.
- (8) The Directorate General Human Resources, Budget and Organisation has been reorganised and the name has been changed to Directorate General Human Resources. In additions, the Director General Human Resources may be substituted at any time by the Deputy Director General Human Resources; therefore the Rules of Short-term Employment should be updated accordingly.
- (9) The Executive Board considers that the publication of the provisions contained in this Decision would undermine the protection of the public interest as regards the internal administration of the ECB and as a result this Decision should not be published,

HAS ADOPTED THIS DECISION:

Article 1

European Central Bank Rules for Short-term Employment

The Rules for Short-term Employment as laid down in the Annex to this Decision are hereby adopted.

*Article 2***Recording and reporting on delegated decisions**

The Chief Services Officer shall keep a record of any delegated decisions taken in accordance with this Decision and keep the Executive Board informed on a quarterly basis thereof. The Chief Services Officer shall submit a quarterly report to the Executive Board on the exercise of delegated decision-making powers through individual decisions applying the Conditions of Short-term Employment and Rules for Short-term Employment.

*Article 3***Repeals**

1. The Rules for Short-term Employment adopted by the Executive Board on on 20 September 1999 are hereby repealed.
2. References to the Articles of the repealed Rules for Short-term Employment shall be construed as references to the Articles of the Rules for Short-term Employment laid down in the Annex to this Decision.

*Article 4***Entry into force**

This Decision shall enter into force on 12 January 2016.

Done at Frankfurt am Main, 12 January 2016.

[Signed]

The President of the ECB

Mario DRAGHI

European Central Bank

Rules for Short-term Employment

12 January 2016

European Central Bank

Rules for Short-term Employment

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ECB-PUBLIC

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.

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:

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- 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 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 German bank account. Short-term contract employee may request to transfer entirely or partially their monthly net standard salary into a bank account in the European Union, but outside Germany.

A statement of earnings, deductions and the resultant net amount payable shall be sent to short-term contract employees 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.

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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 A short-term contract employee with an employment contract of three months or more who is entitled to temporary accommodation in accordance with Article 4.2.1 and who wishes, for family reasons, to arrange his/her own accommodation, shall be reimbursed up to the amount which would have been paid for the single accommodation provided by the ECB

In addition 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 to arrange their own accommodation should the reasons given be deemed as sufficient. In such cases the short-term contract employee shall be reimbursed up to an amount equal to the average cost for the single accommodation provided by the ECB.

4.3 Travel expenses

The provisions of Article 21(a) and (c), and Article 22(a) and (b) of the Conditions for short-term Employment shall be applied as follows:

4.3.1 The ECB will reimburse travel expenses incurred for travel from the place of recruitment to Frankfurt am Main and back to the place of recruitment upon termination of service on the basis of the most convenient and economic means of transport, according to the following rules:

- (i) by air: economy class, plus transfers to and from the airport by public transportation or taxi at the start and end of the journey;
- (ii) by rail: first class, including, when necessary, a surcharge for using special trains plus transfers to and from the railway station by public transport or taxi at the start and end of the journey;
- (iii) by private car: a payment of EUR 0.40 per kilometre plus all ferry tickets and tolls. It is the responsibility of short-term contract employees to ensure that their private car is insured for any damage which may be caused to it or by it. The ECB will not accept responsibility in this regard.

On request, the Protocol and Conferences Division is available to make travel arrangements.

When necessary, a means of transport other than those mentioned above may be used, subject to prior approval by the Directorate General Human Resources. The terms of reimbursement shall be determined on a case-by-case basis.

4.3.2 Claims in respect of travel expenses must be made on the form 'Reimbursement of travel expenses on appointment/termination of service'. The form shall be signed by the short-term

contract employee and sent to the Directorate General Human Resources, together with the original bills and receipts.

4.3.3 Hotel accommodation shall be reimbursed only if prior approval, which will be granted on the basis of necessity, has been received from the Directorate General Human Resources.

4.3.4 Provided travel expenses are paid, all other expenses (e.g. meals, out-of-pocket expenses) are met by a lump-sum payment as follows:

a) Short-term contract employee: EUR 103;

PART 5 WORKING HOURS AND LEAVE

5.1 Working hours

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

The standard working hours are Monday to Friday 8.30 a.m. to 5.30 p.m. with a one-hour lunch break between the hours of 11.45 a.m. and 2.15 p.m., unless otherwise agreed. However, the ECB may determine working hours deviating from the standard for certain short-term contract employees engaged in particular activities.

Incidental deviations from the standard working hours may be agreed between short-term contract employees and their managers with due regard to organisational and personal requirements, as appropriate.

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 for Short-Term Employment are applied as follows:

5.2.1 'Overtime' means:

- work carried out in excess of the applicable working hours for part-time work; work carried out in excess of 40 hours per week;
- work carried out in excess of eight hours per standard working day if the excess is more than six hours;
- work carried out on Saturdays, Sundays and public holidays.

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

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Working hours within agreed rostered shift work do not qualify for overtime.

- 5.2.2 Overtime may only be worked when approved in advance by the Director General/Director or his/her representative.
- 5.2.3 Short-term contract employees concerned should be informed as soon as possible of the necessity to work overtime.
- 5.2.4 There is an entitlement to compensation only when at least half an hour of overtime has been worked.
- 5.2.5 The actual overtime worked shall be compensated.
- 5.2.6 Compensatory leave for overtime shall be transferred to the annual leave account of the member of staff further to the approval of the Director General/Director or his/her representative. If compensatory leave cannot be granted, members of staff may be granted overtime payment in lieu of leave.
- 5.2.7 When compensation for overtime is made in the form of payment, the standard hourly rate is 0.6% of the basic monthly salary of the month in which the overtime was worked.
- 5.2.8 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 following month using the forms provided. Payment is made with the monthly salary.
- 5.2.9 The tax rate applicable to payments for overtime, shift work and on-call duty is that which, in the month during which the overtime, shift work or on-call duty was worked, was applied to the highest taxable amount of the short-term contract employee's salary. These 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.

5.3 bis 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 to the number of hours which may be worked off 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 384.

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

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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 52 (on a working day) or EUR 115 (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 52 (on any working day) or EUR 115 (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

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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 |

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

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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 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.

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 via the short-term contract employee's Director General/Director or his/her representative, the Director General Human Resources or their Deputy 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 or adoption of a child as defined in Article 3.6.1(a) of the Staff Rules: 10 days. 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.

(d) change of residence of the short-term contract employee

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

Special leave shall be granted for the day of the event and/or the days immediately before or

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after the event that gives rise to the special leave. In case of birth or adoption of one or more children, special leave shall be granted for the days falling within the period of maternity or adoptive leave, as defined in Article 27(i) and (ii) of the Conditions of Short-Term Employment, or, alternatively, for the days immediately before or following those periods.

- 5.9.2 On application via the short-term contract employee's Director General/Director or his/her representative, the Director General Human Resources or their Deputy 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 short-term contract employee shall first take two days of annual or unpaid leave per calendar year per dependent child in relation to such certified illness. Where the short-term contract employee is a single parent as defined in Article 3.6.7 of the Staff Rules, this requirement shall be reduced to one day. In the event of subsequent certified illness of the same dependent child in the same calendar year, the short-term contract employee may use any remaining days of special leave, without having to request further days of annual or unpaid leave. The notice period for requesting unpaid leave in Article 5.12.2 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 via the member of staff's area head or their representative, the Director General Human Resources or their Deputy 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 from the third day of the medically certified illness, where the certificate demonstrates that the illness requires the presence of short-term contract employee. The short-term contract employee shall first take two days of annual or unpaid leave per calendar year for such certified illness. The notice period for requesting unpaid leave in Article 5.12.2 of the Staff Rules shall not apply.

In the event of subsequent certified illness of that same or another of the abovementioned persons, the short-term contract employee may use any remaining days of special leave, without having to request further days of annual or unpaid leave.

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.

- 5.9.3a Days of unpaid leave in accordance with Article 5.9.2 and 5.9.3 shall affect only the basic salary and salary-based payments while other allowances, benefits, entitlements,

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contributions shall remain unaffected. Short-term contract employees who have been granted unpaid leave in accordance with Article 5.9.2 and 5.9.3 shall remain covered under the medical benefits and dental plan and the accident insurance; 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 as if they had served a full month.

5.9.4 Short-term contract employees may apply via their Director General/Director or his/her representative for special leave to be granted by the Director General Human Resources or their Deputy when they have to fulfil legal duties (e.g. compulsory military reserve training, compulsory appearances 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 Article 5.9.2 and 5.9.3 and special leave for other reasons may be approved by the Director General Human Resources or their Deputy on a case-by-case basis.

5.9.6 In addition to the days of special leave granted in accordance with Article 5.9.1 and 5.9.4, the short-term contract employee shall receive travelling time of up to two days per calendar year for travelling to and from an event covered by those Articles:

- (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 via the short-term contract employee's Director General/Director or his/her representative, the Director General Human Resources or their Deputy 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 Director General Human Resources or their Deputy may extend the special leave on a case-by-case basis.

5.10 Sick leave

The provisions of Article 27 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.

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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 medical and dental plan benefits as well as the accident insurance benefits shall be fully maintained and the contributions calculated on the basis of the full basic salary.

PART 6 SOCIAL SECURITY

6.1 The ECB's medical and dental plan

The provisions of Article 29 of the Conditions for Short-term Employment are applied as follows:

6.1.1 The cover is effective from the date of appointment in respect of medical and dental treatment obtained on or after that date. There is no waiting period and no prior medical examination.

A person entitled to reimbursement of expenses under another health insurance scheme shall in the first instance claim for benefit under the other insurance. If reimbursement under the other insurance is lower than the reimbursement which would normally be paid under the ECB's plan, the ECB's insurer shall pay the difference.

6.1.2 Cover shall normally cease on the date on which employment with the ECB ends or, in respect of the short-term contract employee's spouse or children, on the date on which they are no longer considered as dependent.

For the purposes of this provision, a spouse shall be considered as dependent if his/her

gross annual income does not exceed EUR 55,552 per calendar year within the meaning of Article 3.5.1 of the Staff Rules. This amount is subject to revision in conjunction and in line with general salary reviews.

For the purposes of this provision, a child shall be considered as dependent within the meaning of Article 16 of the Conditions of Employment.

- 6.1.3 (a) When the amount referred to in Article 5.8.5 is payable, a former short-term contract employee shall be entitled to cover under the ECB's medical benefits and dental plan 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.
- (b) Where point (a) 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's medical benefits and dental plan extended beyond the expiry of her contract provided she continues to pay the short-term contract employee's contribution referred to in paragraph 29 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.

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,

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- 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 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 diseases¹, 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

¹ OJ L 238, 25.9.2003, p. 28.

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shall be deducted from those payable under this Article 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.

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.

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 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

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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 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 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*² 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.

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>).

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- (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 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.

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- (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*³.

- (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 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

³ *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 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, 6.2, 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.

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:
- (a) 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;

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- (b) the Director General Human Resources or their Deputy Director General;
- (c) two members of staff appointed by the Chief Services Officer, acting on behalf of the Executive Board;
- (d) 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

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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's medical and dental plan and 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.