

European Central Bank

**European Central Bank
Staff Rules**

Directorate General Human Resources, Budget and Organisation
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European Central Bank Staff Rules

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PART 1 GENERAL PROVISIONS

1.1 Professional activity outside the ECB

The provisions of Article 4(e) of the Conditions of Employment are applied as follows:

1.1.1 Except with the prior permission of the Executive Board of the ECB, members of staff shall not:

- a) engage in any professional activity outside the ECB, particularly one of a commercial nature, or hold, even temporarily, any post or appointment outside the ECB;
- b) sit on the Management Committee, Supervisory Board or Board of Directors of any company, or act as a Trustee.

Members of staff shall disclose both to their immediate manager and to the Directorate General Human Resources, Budget and Organisation any other activity, whether paid or unpaid, that might impair their obligations towards the ECB. The Executive Board may require such activities to be terminated. Where there is any doubt about the applicability of this article, members of staff shall consult their manager before undertaking the activity.

1.1.2 The Executive Board may authorise individual members of staff to carry out a professional activity outside the ECB.

A member of staff's request shall in principle be accepted when the other activity

- (i) is undertaken outside the ECB working hours applicable to the member of staff concerned (including overtime) and is undertaken in such a manner that his/her duties to the ECB are not impaired;
- (ii) is not likely to be a source of conflict of interest with the member of staff's duties or to infringe the rules on the use of information laid down in Article 5 of the Conditions of Employment and the Articles 1.2 of the Staff Rules. Financing or credit activities, with the exception of the simple conservative management of family assets, shall not normally be authorised;
- (iii) complies with laws and regulations in force, e.g. relevant tax and social regulations; and

- (iv) is in keeping with the moral standards befitting the member of staff's position and the character of the ECB as a Community body.

1.2 Professional conduct and professional secrecy

The provisions of Articles 4(b), 4(c), 4(f) and 5(b) of the Conditions of Employment are applied as follows:

- 1.2.1 The Executive Board shall appoint an Ethics Adviser. The Ethics Adviser shall provide guidance on all aspects of professional conduct and professional secrecy. Without prejudice to such obligation, the Ethics Adviser shall provide advice and adopt interpretative ethical criteria. The Ethics Adviser shall be subject to an obligation of strict confidentiality in performing his/her duties. The advice and interpretative ethical criteria shall be published in a generalised format on the ECB's intranet.

The Ethics Adviser shall in particular ensure a consistent interpretation of the ECB's insider trading rules. The Ethics Adviser shall immediately inform the ECB's External Auditor in full of the advice and interpretative ethical criteria developed concerning the insider trading rules.

- 1.2.2 "Remuneration, rewards or gifts" means any financial benefit and/or any non-financial benefit.
- 1.2.3 A member of staff who is invited to attend an event in his/her official capacity may not accept a fee of any kind.
- 1.2.4 Normal hospitality and token gifts may be accepted to avoid causing offence.
- 1.2.5 Where there is any doubt, a member of staff shall obtain the approval of his/her Director General/Director before accepting any gift or hospitality or, where this is not possible, report to him/her immediately any gift or hospitality received.
- 1.2.6 Without the prior permission of the Executive Board, members of staff shall not publish any work or articles or give any lectures relating to the ECB or its activities.
- 1.2.7 In view of the position held by the ECB and the general economic and financial importance of the issues with which it deals, members of staff shall maintain professional secrecy concerning information relating to issues dealt with by the ECB.
- 1.2.8 Information relating to issues dealt with by the ECB (inside information) shall mean information; (i) which is known to a member of staff; and (ii) which relates to the administration of the ECB or to transactions of any kind (including proposed transactions) arising in connection with the implementation of the

objectives and tasks of the ECB; and (iii) which is confidential; or (iv) which is or might be perceived as being relevant to decisions to be made by the ECB. Inside information relating to issues dealt with by the ECB can comprise a broad range of information and may originate from any country or business area within the ECB. Therefore, the following items are examples only and shall not be exhaustive:

- changes in the monetary or exchange rate policies of the Eurosystem or of other central banks internationally;
- movements in monthly monetary aggregates, balance of payment data or foreign currency reserves or any other market-sensitive economic or financial data;
- impending regulatory changes;
- market-sensitive information related to discussions and negotiations in international fora;
- internal administrative decisions taken by the ECB.

The disclosure of information in the regular course of employment does not constitute a breach of these rules.

1.2.9 Members of staff are prohibited from using, whether directly or indirectly via third parties, inside information to which they have access, irrespective of whether such information is used in any kind of private financial transaction conducted at their own risk and for their own account, or at the risk and for the account of third parties. The term “third party” shall include, but is not limited to, spouses, recognised partners, parents, children, other family members, colleagues, and legal persons.

1.2.10 Members of staff are specifically prohibited from taking advantage, whether directly or indirectly via third parties, of their position and functions at the ECB or of inside information to which they have access by acquiring or disposing of, whether at their own risk and for their own account, or at the risk and for the account of a third party as defined in Article 1.2.9, any assets (including transferable securities, foreign currency and gold) or rights (including rights under derivative contracts or closely related financial instruments) to which that information is closely related. This prohibition applies to any kind of financial (investment) transactions, including but not limited to the following:

- investment in securities (shares, bonds, warrants, options, futures or any other securities in the broadest sense of the term, as well as contracts to subscribe to, acquire or dispose of such securities);
- index contracts based on such securities;
- interest rate transactions;
- foreign exchange transactions;
- commodity transactions.

1.2.11 Short-term trading (i.e. a combination of buying and selling within a period of one month) for speculative purposes in any assets (including transferable securities, foreign currency, and gold) or rights (including rights under derivatives contracts or closely related financial instruments) is prohibited unless the member of staff concerned is able objectively to demonstrate the non-speculative nature of and the rationale for such trading.

1.2.12 Members of staff shall be prohibited from using any component of the technical infrastructure dedicated to the financial operations of the ESCB when conducting any personal financial transactions at their own risk and for their own account or at the risk and for the account of third parties as defined in Article 1.2.9.

The term “technical infrastructure dedicated to financial operations of the ESCB” shall encompass the Bosch dealing telephones, the telex system, connections with agencies or wire services such as Bloomberg and Reuters, TOP, BI, EBS, FinanceKIT and S.W.I.F.T., as well as any subsequent replacements thereof.

Moreover, the use of mobile telephones in the Market Room and in the premises of the Back Office and the Investment Division shall be prohibited, except as an emergency measure in accordance with ECB contingency procedures.

1.2.13 The Executive Board shall determine those members of staff who, by virtue of the exercise of their employment, profession or duties, have access to inside information concerning the financial operations of the ESCB. Such a decision by the Executive Board shall automatically become part of the Staff Rules. Any such members of staff shall refrain from conducting on the same day as an ESCB transaction, whether directly or indirectly, any transactions concerning assets (including transferable securities, foreign currency, and gold) or rights (including rights under derivatives contracts or closely related financial instruments) that have the same generic characteristics (currency, issuer and

similar maturity) as those traded on that day by the ESCB, whether at their own risk and for their own account, or at the risk and for the account of third parties as defined in Article 1.2.9.

1.2.14 The Executive Board shall determine those members of staff who, by virtue of the exercise of their employment, profession or duties, are deemed to have access to inside information concerning the monetary or exchange rate policies of the ECB or the financial operations of the ESCB. Such a decision by the Executive Board shall automatically become part of the Staff Rules.

Those members of staff shall, at the request of the Director General Human Resources, Budget and Organisation provide the following information:

- a list of his/her bank accounts, including custody accounts and accounts with stock brokers;
- a list of any powers of attorney which third parties have conferred upon him/her in connection with their bank accounts, including custody accounts;
- his/her general directives or guidelines to third parties to whom responsibility for managing his/her investment portfolio has been delegated¹.

Those members of staff shall at their own initiative and without delay provide details of any changes to the information above. The information and any updates shall be provided in sealed envelopes and kept in the custody of the Director General Human Resources, Budget and Organisation, who shall pass it to the ECB's External Auditor at the latter's request.

At the annual request of the ECB's External Auditor, those members of staff shall in addition provide the following documentation for a period of six consecutive months, as specified in the annual request:

- any sale or purchase of assets (including transferable securities, foreign currency, and gold) or rights (including rights under derivatives contracts or closely related financial instruments) conducted by the member of staff at his/her own risk and for his/her own account, or conducted by him/her at the risk and for the account of third parties as defined in Article 1.2.9;
- statements of bank accounts, including custody accounts and accounts with stock brokers; the conclusion or the amendment of mortgages or

¹ Members of staff identified in accordance with Article 1.2.14 may wish to consider taking the opportunity to delegate the management of their investment portfolios to third parties, such as "blind trusts", mutual funds, etc.

other loans at his/her own risk and for his/her own account, or by him/her at the risk and for the account of third parties as defined in Article 1.2.9;

- his/her dealings in relation to retirement plans, including the ECB retirement plan;

All information shall be provided in sealed envelopes and kept in the custody of the Director General Human Resources, Budget and Organisation, who shall pass on the information to the ECB's External Auditor at the latter's request. All information received by the ECB's External Auditor shall remain confidential. In derogation from the abovementioned rule, a report by the ECB's External Auditor to the ECB's Directorate Internal Audit for the further investigation of a specific case in accordance with Article 1.2.16 shall contain the information received from the member of staff concerned.

1.2.15 In the event that the ECB's External Auditor has reasonable grounds to believe that the above-mentioned rules, including the advice and interpretative ethical rules developed by the Ethics Adviser have not been respected, he/she shall have the right to ask any of the ECB's members of staff to provide him/her with full information thereon. The member of staff concerned shall provide full information on a confidential basis to the ECB's External Auditor at the latter's reasoned request regarding the following:

- all his/her bank accounts, including custody accounts and accounts with stock brokers; the conclusion or the amendment of mortgages or other loans at his/her own risk and for his/her own account, or by him/her at the risk and for the account of third parties as defined in Article 1.2.9;
- all his/her investment transactions concerning assets (including transferable securities, foreign currency, and gold) or rights (including rights under derivatives contracts or closely related financial instruments) that he/she has performed at his/her own risk and for his/her own account, or at the risk and for the account of third parties as defined in Article 1.2.9, during the period indicated by the ECB's External Auditor;
- his/her dealings in relation to retirement plans including the ECB retirement plan;
- a list of any powers of attorney which third parties have conferred upon members of staff in connection with their bank accounts, including custody accounts.

The information shall be provided in sealed envelopes via the Director General Human Resources, Budget and Organisation to the ECB's External Auditor. All information received by the ECB's External Auditor shall remain confidential.

In derogation to the above-mentioned rule, a report by the ECB's External Auditor to the ECB's Directorate Internal Audit for the further investigation of a specific case in accordance with Article 1.2.16 shall contain the information received from the member of staff concerned.

- 1.2.16 The ECB's External Auditor shall report any cases of non-compliance with the above-mentioned rules to the ECB's Directorate Internal Audit, which shall further investigate compliance with these rules. Private financial activities carried out in full conformity with the advice and interpretative ethical rules developed by the Ethics Adviser shall not give rise to such a report by the ECB's External Auditor. The member of staff concerned shall be informed of such a report by the ECB's External Auditor, and he/she shall have the right to make his/her views on the report to the ECB's External Auditor.

A report prepared by the ECB's External Auditor, including the information therein supplied by the member of staff concerned, may be used in a disciplinary procedure as set out in Part 8 of the Conditions of Employment for the Staff of the European Central Bank and, to the extent required by applicable law, in any prosecution by external authorities regarding alleged violations of national criminal laws.

- 1.2.17 A member of staff with any questions on the application of these rules (e.g. whether a private financial transaction he/she may be contemplating would involve a misuse of inside information) should discuss the matter with the Ethics Adviser. The conduct of private financial transactions that is fully in conformity with the advice and interpretative ethical rules developed by the Ethics Adviser shall not give rise to a disciplinary procedure for non-compliance by the member of staff with his/her obligations. Such advice shall, however, not release the member of staff from his/her external liability.

- 1.2.18 The obligations of members of staff provided for in Articles 1.2.14 to 1.2.15 shall continue to apply beyond the termination of their employment with the ECB for six months following such termination. The request for information by the External Auditor shall refer to a period ending one month after the termination of employment.

1.3 Personal file

The provisions of Article 7 of the Conditions of Employment are applied as follows:

1.3.1 There shall be only one personal file for each member of staff. 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, Budget and Organisation.

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.

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

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

- (a) all documents concerning his/her administrative status and all reports relating to his/her ability, efficiency and conduct; and
- (b) any comments by the member of staff on such documents.

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

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

- (a) the member of staff concerned
- (b) members of the Executive Board;
- (c) members of staff who, for professional reasons, need to have access to the information contained in the file and whose access is authorised by the Director General Human Resources, Budget and Organisation or his/her Deputy Director General. These parties will be subject to the legal obligation of professional secrecy.
- (d) a member of staff may authorise the Directorate General Human Resources, Budget and Organisation - subject to the approval of the Executive Board - to make his/her personal file available to third parties.

1.3.5 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.

1.4 Right to strike

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

- 1.4.1 Strike is the deliberate collective abstention from work of employees.
- 1.4.2 A strike must be organised by a body which is recognised by the Executive Board as representing a group of members of staff (such as the Staff Committee) or by a body representing at least one sixth of the total members of staff or which, within a Directorate or Directorate General of the ECB represents at least one third of the members of staff.
- 1.4.3 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.
- 1.4.4 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.
- 1.4.5 Unless the Executive Board decides otherwise, the total period of the strike shall be deducted from the salary and salary related payments of the member of staff taking part in a strike.
- 1.4.6 No member of staff shall be forced to strike against his/her will.
- 1.4.7 No disciplinary action may be taken against any member of staff participating in a strike unless the member of staff has been nominated to provide the minimum services described above and fails to do so in order to take part in the strike.

1.5 Secondment

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

PART 2 EMPLOYMENT RELATIONS

2.0 Conversion of contracts for a definite period

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

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

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

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

- (a) the Director General Human Resources, Budget and Organisation after having consulted the Director General or Director of the business area in which the member of staff assigned to a post below the I band is employed; or
- (b) the Executive Board member to whom the Director General Human Resources, Budget and Organisation reports, for members of staff assigned to a post at the I band or above.’

2.1 Probationary period

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

2.1.1 Appointments shall be subject to a probationary period of six months unless the Executive Board decides to waive the probationary period. In exceptional circumstances the Executive Board may determine a probationary period longer than six months as set out in 2.1.2.8 (a) below.

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

In addition, the Executive Board may, in exceptional circumstances,

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

2.1.3 During the probationary period the Executive Board may terminate the contract, giving one month's notice, should the probationer's performance or suitability prove inadequate.

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

The Executive Board may release a probationer from actual duty during his/her period of notice.

2.2 Termination of contract

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

2.2.1 Contracts shall be terminated in writing.

2.2.2 In the event of dismissal for gross misconduct, contracts may be terminated by the Executive Board either without notice or with reduced notice.

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

2.2.4 The Executive Board may release a member of staff from actual duty during his/her period of notice.

2.2.5 The conditions under which the ECB's right to terminate a contract of employment on the basis of a member of staff's continued unsatisfactory performance can be exercised are as follows:

- (a) Specific performance problems must have been determined and documented.
- (b) The member of staff concerned must have been given the opportunity and in particular sufficient time (taking into account the level of the job and the performance problems) to address and correct the performance issues raised. In this respect, the member of staff concerned must be informed in writing that the performance issues being addressed are of such a serious nature that termination of the employment contract is envisaged at the end of the procedure unless the performance issues are addressed to the satisfaction of the Manager concerned.

- (c) The proposal to terminate an employment contract under this procedure must be fully documented and given to the member of staff concerned one week before the said proposal is due to be placed on the agenda of the Executive Board for its decision.

PART 3 BASIC SALARY AND ALLOWANCES

3.1 General principles

3.1.1 Whenever

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

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

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

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

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

3.2 Salary payment

- 3.2.1 Members of staff are paid on the 15th of each month unless this date falls on a weekend or a public holiday observed by the ECB, in which case payment will be made on the nearest working day immediately before this date. Payments will be effected by direct credit to a German bank account. Members of staff 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 (salary, allowances, etc.), deductions and the resultant net amount payable shall be sent to members of staff on or shortly before pay day.

3.3 Entitlement to the payment of allowances by the ECB

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

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

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

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

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

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

3.4 Recognition of non-marital partners

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

- (a) Neither partner may be engaged in a marital relationship.
- (b) There must be no blood relationship in the first or second line between partners.
- (c) The couple
 - produces a legal document recognised as such by a Member State of the European Union or one of the accession countries acknowledging their status as non marital partners; or
 - gives evidence that they are recognised as non marital partners for the purposes of taxation and/or social security in a Member State of the European Union or one of the accession countries; or
 - gives evidence that they are recognised as non marital partners by the Central Bank of a Member State of the European Union or one

of the accession countries from which one or both partners is/are seconded; or

- produces documentation showing to the satisfaction of the ECB that:
 - (a) they have cohabited and formed a household for at least the last two years, and
 - (b) continue to do so currently; or
- completes a partnership declaration which shall be provided by the Directorate General Human Resources, Budget and Organisation upon request.

(d) A written request for recognition as partners must be submitted to the Directorate General Human Resources, Budget and Organisation, together with the supporting documentation indicated under c) above. The partnership shall be recognised a maximum of three months retroactively from the date of the submission of the complete documentation.

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

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

3.5 Household allowance

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

3.5.1 “Gross annual income” means any form of remuneration for services rendered (which includes salaries, wages, overtime payments, bonus or merit pay payments, pensions, fees, royalties or any other equivalent income) and any allowances or benefits with the exception of payments representing reimbursement of expenses.

In this context investment income or capital gains shall not be considered to form part of remuneration.

The reference period for determining the gross annual income shall be the current calendar year.

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

- 3.5.3 When it can be reasonably considered, on the basis of evidence provided and taking into account any likely change, that the income of the current calendar year will be lower than the limit, the allowance shall be paid. If the annual income turns out to be higher than the limit, the amount paid in excess for that calendar year shall be treated in accordance with Article 3.1.3.
- 3.5.4 Where both spouses or recognised partners are members of staff of the ECB and earning less than the limit, the household allowance shall be paid to the member of staff with the higher salary.
- 3.5.5 A member of staff who is widowed, divorced, legally separated or unmarried shall be entitled to the household allowance if they have dependent children within the meaning of Article 3.6.1.
- 3.5.6 A member of staff who is divorced or legally separated shall retain their entitlement to the household allowance if they have to contribute to the maintenance of their (ex) spouse/(ex) recognised partner by virtue of the terms of the divorce/legal separation agreement.

3.6 Child allowance

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

- 3.6.1 “Dependent child” shall mean
- (a) the legitimate, natural or adopted child of a member of staff or of his/her spouse or recognised partner;
 - (b) a child in the custody of a member of staff for whom the member of staff has lodged an application of adoption with the competent national authority; or
 - (c) a child of the ex-spouse or ex-recognised partner of a member of staff but not of the member of staff, who resides in the member of staff’s household. Temporary residence elsewhere for the purpose of attendance at an educational establishment or for medical purposes shall be considered as residence in the member of staff’s household.

In addition, the child must actually be maintained by the member of staff, where “actually be maintained” means that the child

- (i) resides in the member of staff’s household or the member of staff is contributing financially towards the child’s upbringing; and

- (ii) does not have a personal gross annual income (as defined in Article 3.5.1) in excess of EUR 10,464; and
- (iii) is not on military or alternative service.

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

3.6.3 Subject to the above conditions, the allowance is paid

- (a) automatically until the end of the month in which the child is 18; or
- (b) on application to and confirmation by the Directorate General Human Resources, Budget and Organisation, until the end of the month in which the child reaches the age of 26; for children who are in regular full-time attendance at a recognised educational establishment. Supporting evidence must accompany the application (see Article 3.8.1 and Article 3.8.2).

The allowance may be extended until the end of the month in which the child reaches the age of 30, when education is interrupted by compulsory military or alternative service, provided the studies undertaken are a continuation of those interrupted. Extension shall be for the period of service, on production of a reference from the appropriate authorities specifying the length of the service.

The allowance ceases

- at the end of the month in which studies are completed; or
 - at the end of the month in which studies are completed if the child begins paid employment immediately thereafter (i.e. within the same calendar month); or
 - at the end of the month in which the child ceases his/her studies before completion of the course; or
- c) on application, with supporting evidence in accordance with Article 3.5.4, for children aged over 18 who are suffering from a serious illness or disability. The allowance may be granted for a fixed-term period on the basis of a proposal by the Medical Adviser and shall cease when the Medical Adviser confirms that the serious illness or disability no longer exists.

3.6.4 On confirmation by the ECB's Medical Adviser that a child suffers from a serious illness or disability, the allowance shall be doubled

- (a) in the case of a child under 26 years of age;
- (b) in the case of a child over 26 years of age, when expenditure linked to the ascertained disability, less any reimbursement, amounts to more than 20% of the taxable income of the member of staff. Costs considered to be related to the disability may be direct costs, such as special schooling fees, special medical treatment not covered by a medical scheme, special equipment, transport or housing facilities, or indirect costs, such as a parent needing to resign from a paid job in order to take care of the child. A lower threshold may be fixed on a case by case basis when justified by personal and/or family circumstances.

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

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

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

The ECB shall adopt the arbitrator's recommendation.

- 3.6.5 In the event of reversion to dependent child status after loss of entitlement to the child allowance, payment of the allowance is granted again on production of evidence that the relevant conditions are met, until entitlement to the allowance in accordance with the above articles ceases.
- 3.6.6 Where both parents are members of staff, the allowance is paid to the member of staff with the higher salary, unless the parents choose otherwise. In the event of separation or divorce, the allowance is paid to the parent who has the child in his/her household, unless parents lodge a common request for payment to one of them with the Directorate General Human Resources, Budget and Organisation.

3.7 Expatriation allowance

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

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

- (a) periods of work within the State in whose territory his/her place of employment is situated, where the work was carried out for another State or for an international organisation; and
- (b) periods of education or training within the State in whose territory his/her place of employment is situated, if during that time his/her main residence remained in another country.

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

- (a) periods of work outside the State in whose territory their place of employment is situated, where the work was carried out for this State or for an international organisation; and
- (b) periods of education or training outside the State in whose territory their place of employment is situated, if during that time their main residence remained within this State.

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

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

3.8 Education allowance

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

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

- (a) education, or vocational training; or
- (b) professional training following theoretical training, which is legally required for admission to a profession.

It shall consist of a minimum of sixteen hours of lessons and/or practical work per week for a minimum period of three months in any school year. School holidays shall not be considered as a break in the studies. Training must be pursued in or under the supervision of educational establishments which are organised or recognised by a competent public authority and must lead to an official qualification or be legally required for admission to a profession.

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

- (a) in the case of primary and secondary education, a certificate of registration or an invoice for tuition or registration fees to be provided once each school year;
- (b) in the case of higher education, a certificate of registration to be provided for each academic term, semester or year, as appropriate;
- (c) in the case of vocational or professional training, a certificate of registration confirming the level of education with respect to Article 19 (i) or 19 (ii) of the Conditions of Employment and compliance with Article 3.8.1, to be provided for each school term, semester or year, as appropriate. A contract of vocational or professional training must be provided where relevant.

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

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

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

- (b) “boarding fees”: if it is a condition for attendance at an educational establishment that a student resides in the educational establishment itself and a fee is charged for such residence, such fee shall be considered as boarding fees. The actual costs of the boarding fees shall be evidenced by a detailed invoice, a statement of the condition of residence in the educational establishment, and proof of payment to the educational establishment;
- (c) “costs of daily local transportation”: costs of daily local transportation shall be reimbursed by a mileage fee based on the distance between the child’s home, closest to the school, and the educational establishment attended. Provided there is a distance of more than one kilometre between the home, closest to the school, and the educational establishment attended, the rate paid shall be EUR 0.40 per kilometre. Members of staff requesting reimbursement of the costs of transportation shall use the form provided. The mileage fee shall be paid on a monthly basis by application of the following formula: $(\text{km} \times 2 \times 0.40 \text{ EUR} \times 180 \text{ school days}) : 12$. Whenever the school attended or the child’s home changes, the mileage fee shall be recalculated from the following month.

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

- (a) a child who suffers from a serious illness or disability, as certified by the ECB Medical Adviser in accordance with paragraphs 2, 3 and 4 of Article 3.6.4 of the present Staff Rules, and which requires the child to attend a school providing special education suitable for his/her conditions. The Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall verify this suitability after consultation with the Headmaster/mistress of the European School in Frankfurt. The Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall decide when the certificate of the Medical Adviser as well as the verification by the Headmaster/mistress of the European School in Frankfurt shall be renewed;
- (b) a child of a member of staff who is in the final year of either primary or secondary school or in the last school term of a school year when the member of staff takes up employment, under the condition that the school attended by the child is more than 50 kilometres from the ECB;

- (c) a child whose knowledge of languages is insufficient to enable the child to attend classes at the European School in Frankfurt under the condition that the school attended by the child is more than 50 kilometres from the ECB. The Headmaster/mistress of the European School in Frankfurt shall provide a certificate stating that the child's knowledge of languages is insufficient to enable that child to attend classes at the European School.
 - (d) a child, who cannot attend the European School due to specific organisational constraints faced by the European School in the enrolment of a child with special needs due to compelling pedagogical reasons. The Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall verify the specific organisational constraints of the European School and the special needs of a child due to compelling pedagogical reasons after consultation with the Headmaster/mistress of the European School in Frankfurt. The Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall decide when to renew the verification.
- 3.8.5 When a member of staff makes in his/her request for an education allowance a choice between the first or the second paragraph of Article 19 (ii) of the Conditions of Employment, the choice shall apply for a full academic year.
- 3.8.6 A request for an education allowance according to the second paragraph of Article 19 (ii) of the Conditions of Employment shall result in reimbursement of the following costs, subject to the maximum laid down therein, upon presentation of the prescribed documentation:
 - (a) "tuition fees": see Article 3.8.3 (a);
 - (b) "boarding fees": see Article 3.8.3 (b);
 - (c) "prescribed books": books and texts of which the mandatory nature in respect of studies undertaken is certified by the educational establishment. The costs shall be evidenced by a detailed invoice and proof of payment.
- 3.8.7 Additional charges or interest levied because of spreading payments throughout the year rather than making a single payment, or because of late payment, shall not be considered for reimbursement.
- 3.8.8 Where the allowance is stated as a monthly limit, the annual limit will be twelve times this amount.

- 3.8.9 Entitlement to the education allowance shall commence on the first day of the month in which the conditions for the allowance are fulfilled. Entitlement to the education allowance shall cease at the end of the month in which the conditions for the allowance are no longer fulfilled.
- 3.8.10 In the event of loss of dependent child status and thereby entitlement to the child allowance, payment of the education allowance shall cease. In the event of reversion to dependent child status after loss of entitlement to the child allowance and therefore to the education allowance, payment of the education allowance will be granted again subject to the usual conditions.
- 3.8.11 When entitlement to the education allowance is for only a part of the school year, the actual school year is used to calculate the prorated entitlement.
- 3.8.12 Where both parents are members of staff, the allowance is to be paid to the parent receiving the child allowance.

3.8bis Pre-school allowance

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

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

PART 4 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE

4.1 General principles

- 4.1.1. Members of staff shall claim their benefits on appointment within one year after completion of their probationary period.
- 4.1.2 For the purposes of the resettlement allowance, members of staff shall resettle within one year after termination of service.
- Members of staff shall claim their benefits on termination of service within three months of resettlement.
- 4.1.3 Prior to the payment of an allowance by the ECB, members of staff shall confirm that an allowance of a similar nature from another source has not or will not be received.

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

4.1.5 Members of staff shall reimburse to the ECB benefits on appointment and termination of service that have been paid although the member of staff did not fulfil the conditions.

4.2 Entitlement

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

- (a) their place of appointment is Frankfurt am Main; and
- (b) their place of recruitment is more than 50 kilometres from the ECB; and
- (c) their request to relocate is approved prior to their date of appointment by the Directorate General Human Resources, Budget and Organisation.

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

4.2.2 Members of staff shall be entitled to benefits on termination of service if they resettle more than 50 kilometres from the ECB.

For members of staff who resettle outside the EU, the reimbursement of travel and removal expenses is limited to the capital of the EU Member State furthest from the ECB, or the actual costs whichever is the lesser.

Members of staff whose place of recruitment is outside the EU shall be entitled upon request to relocation to their place of recruitment.

4.3 Travel expenses

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

4.3.1 Travel expenses shall be reimbursed for members of staff, their spouse/recognised partner and their dependent children on appointment and on termination of service.

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

4.3.2 The ECB will reimburse travel expenses incurred on the basis of the most convenient and economic way of carriage, according to the following rules:

- (i) by air: economy class, and transfers to and from the airport by public transportation or taxi at either end of the journey;
- (ii) by rail: first class including, when necessary, a surcharge for using special trains and transfers to and from the train station by public transportation or taxi at either end of the journey;
- (iii) by private car: a payment of EUR 0.40 per kilometre and all ferry tickets and tolls. It is the responsibility of members of staff 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.

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

4.3.3 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 member of staff and sent to the Directorate General Human Resources, Budget and Organisation, together with the original bills and receipts. A separate form must be filled in for family members who travel on a different date from the member of staff.

4.3.4 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, Budget and Organisation.

4.3.5 All other expenses (e.g. meals, out-of-pocket expenses) are met by a lump-sum payment as follows:

- (a) member of staff: EUR 103;
- (b) spouse or recognised partner: EUR 103;
- (c) dependent child: EUR 52.

4.4 Removal expenses

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

4.4.1 Members of staff shall be entitled to reimbursement of all normal removal expenses incurred in respect of removing furniture and personal effects which belong to themselves, their spouse/recognised partner and dependent children (including the cost of insurance against ordinary risks) from their place of

residence to their new place of residence. Expenses incurred in the alteration, fitting, or extension of furniture and/or effects are not considered to constitute removal expenses.

4.4.2 Removals may be arranged by members of staff themselves or, on request, through the Office Services Division, which will specify the information required and the procedure to be followed.

Members of staff who organise their own removal shall be required to submit no fewer than two estimates from removal companies for prior approval by the Office Services Division.

The Office Services Division will issue a recommendation for one of the removal companies chosen by the member of staff or, if the estimates supplied by the member of staff are considered to be excessive, for another removal company. If the member of staff chooses not to use the removal company approved by the ECB, the payment of removal expenses will be limited to the estimate provided by that company.

The member of staff shall not place his/her order before the ECB has approved an estimate.

The invoice shall be addressed to the ECB who will settle it directly once the move has taken place. Invoices for moves from another EU country shall not include VAT as the ECB is not liable to VAT.

A written confirmation that the ECB will settle the invoice and is not liable to VAT can be obtained from the Office Services Division on application.

The member of staff shall inform the Office Services Division within a week of the completion of the move.

4.5 Subsistence allowance

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

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

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

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

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

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

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

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

4.6 Installation allowance

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

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

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

- 4.6.2 A provisional payment equal to the installation allowance shall be paid automatically with the first monthly salary following the completion of three months' service.
- 4.6.3 Subject to Article 4.6.1, members of staff who are in receipt of the installation allowance and (i) resign from the service of the ECB; or (ii) whose contract is terminated by the ECB for disciplinary reasons pursuant to Article 11 of the Conditions of Employment within one year from the date of appointment shall, on leaving the ECB, refund part of the allowance, in proportion to the unexpired portion of that one year period.
- 4.6.4 Where a member of staff and their spouse or recognised partner take up employment with the ECB within a period of one year of each other, only one installation allowance shall be paid based on the higher salary. Where necessary, the difference shall be settled with the first salary of whichever member of staff joined the ECB the most recently. In case of resignation or termination under Article 4.6.3, the spouse or recognised partner maintaining their employment relationship with the ECB shall retain or acquire the right to the installation allowance in line with Article 4.6.1.

4.7 Resettlement allowance

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

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

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

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

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

- provide proof to the ECB that they have registered as unemployed at a place further than 50 kilometres outside Frankfurt am Main.

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

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

PART 5 WORKING HOURS AND LEAVE

5.1 Working hours

The provisions of Article 25 of the Conditions of 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 members of staff engaged in particular activities.

Incidental deviations from standard working hours, may be agreed between members of staff and their manager with due regard to organisational and personal requirements as appropriate.

5.2 Part-time work

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

- 5.2.1 Subject to work requirements, a member of staff may be authorised to work part-time. Application must be made at least three months in advance to the relevant Director General/Director or his/her representative, setting out the reasons for the request (childcare, care of an aged or sick relative, health reasons, etc.).

On the recommendation of the Director General/Director or his/her representative to the Directorate General Human Resources, Budget and Organisation, authorisation to work part-time shall be granted for a minimum period of six months and a maximum of three years. It may, however, be renewed under the same conditions.

5.2.2 The weekly working hours shall be at least 20 hours. The daily and weekly distribution of working hours shall be agreed between local management and members of staff according to criteria established by the Director General Human Resources, Budget and Organisation or his/her Deputy Director General. Annual leave entitlement shall be calculated on a pro-rata basis and rounded up to the nearest half hour. In case of an entitlement to special leave, such leave shall be granted on dates related to the event which gives rise to the special leave regardless of the distribution of working hours.

5.2.3 The basic salary shall be prorated to the time worked. The expatriation and household allowances and their minimum amounts shall be calculated on the basis of the prorated salary. The member of staff shall continue to receive the full child allowance and the full education allowance.

Pension contributions to the core account and the minimum contributions to the flexible benefits account shall be prorated. However, the member of staff shall have the option of increasing his/her pension rights by increasing his/her contributions to the flexible benefits account. In this context service shall be prorated.

The medical and dental plan benefits as well as the accident insurance benefits shall be fully maintained. Contributions to the ECB medical and dental plan shall be calculated on the basis of the corresponding basic full-time salary; contributions to the accident insurance shall be calculated on the basis of the corresponding basic full-time salary plus allowances. If a member of staff can be covered for medical insurance in another way, he/she may opt out of the ECB medical and dental plan.

5.3 Overtime

The provisions of Article 26(a) of the Conditions of Employment are applied as follows:

5.3.1 “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.

5.3.2 Overtime may only be worked when approved in advance by the Director General/Director or his/her representative.

5.3.3 Members of staff concerned should be informed as soon as possible of the necessity to work overtime.

5.3.4 There is an entitlement to compensation only when at least half an hour overtime has been worked.

5.3.5 The actual overtime worked shall be compensated.

5.3.6 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.

5.3.7 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.

5.3.8 Details of payable overtime, shift work and on-call hours are to be communicated to the Directorate General Human Resources, Budget and Organisation by the third working day of the following month using the forms provided. Payment is made with the monthly salary.

5.3.9 The tax rate applicable to overtime, shift and on-call duty payments 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 member of staff's salary. These payments are not subject to any other deductions.

5.4 Reimbursement of taxi fares for late journeys home

5.4.1 The ECB shall reimburse taxi fares to members of staff obliged, on occasion, for business reasons, to travel home late in the evening.

5.4.2 Reimbursement shall be restricted to journeys home starting as from 9.00 p.m.

5.4.3 Taxi fares shall normally be reimbursed up to a maximum of EUR 26 but shall be reimbursed without a maximum limit in the case of return journeys occurring so late that public transport to the required destination is no longer running.

5.4.4 Any reimbursement must be authorised by the respective Director General/Director or his/her representative and shall be paid from the travel

budget of the relevant Director General/Director. A receipt for the taxi fare shall be attached to the claim form submitted by the member of staff.

5.4bis Structural weekend work

Members of staff to whom the second paragraph of Article 26(a) of the Conditions of Employment does not apply and who, in addition to their normal working week, have to perform weekend work on a structural basis in order to fulfil ongoing business requirements that can only be performed during the weekend, shall receive time compensation on a 1:1 basis for the structural weekend work.

The Directorate General Human Resources, Budget and Organisation shall, in consultation with the relevant business area management, set a maximum to the number of hours which may be worked off the premises and be eligible for compensation.

5.5 Shift work duties

The provisions of Article 26 (b) of the Conditions of Employment shall be applied as follows:

5.5.1 Shift work shall be understood as a regime of fixed working hours to enable business areas to be operational outside standard working hours, either by assigning members of staff to specific working hours (other than standard hours) on a structural basis; or by assigning members of staff to a rota of specific hours (other than standard hours); or by assigning members of staff 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, members of staff will be considered to perform partial shift work. The fixing of working hours (other than standard hours) implies that members of staff 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.

5.5.2 Members of staff 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 351.

The shift-work allowance shall be prorated on a weekly basis if members of staff perform shift-work duties only on a partial basis.

5.5.3 In addition to the shift-work allowance, members of staff required to perform rostered shift-work duties during inconvenient hours shall be entitled to an hourly shift-work premium. Inconvenient hours shall be hours before 8 a.m. and

after 7 p.m. on working days as well as all hours on Saturdays, Sundays and public holidays.

The hourly shift-work premium shall be equal to 30% (in the case of work between 6 a.m. and 8 a.m. and between 7 p.m. and 11 p.m. on working days) or 60% (in the case of work between 11 p.m. and 6 a.m. on working days as well as on Saturdays, Sundays and public holidays) of the hourly rate.

Where on a structural basis a shift roster covers 24 hours a day/seven days per week/365 days per annum, members of staff on such a roster shall be granted two standard working days of eight hours of additional annual leave per calendar year fully worked.

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

5.5.5 In addition to an hourly shift-work premium, members of staff required to perform agreed rostered shift-work duties on a public holiday shall be granted time-off on a one-for-one basis.

5.5.6 Members of staff required to perform agreed rostered shift-work duties shall be informed in writing at least one month in advance of their duty roster. In cases of urgency, however, they may be asked to deviate from the roster at short notice.

5.5.7 Members of staff required to perform occasional shift-work duties shall be entitled to the hourly shift-work premium provided for in paragraph 5.5.3 above, if the shift-work is required for a consecutive period of at least one week.

5.6 On-call duties

The provisions of Article 26 (b) of the Conditions of Employment shall be applied as follows:

5.6.1 On-call duties shall be understood as the period in which it must be possible to contact the member of staff concerned outside his/her working hours by telephone and in which he/she is required, where necessary, to reach his/her workplace within a specific time after being contacted. The time needed to reach the workplace shall normally not exceed one hour. Each member of staff required to be on call shall be informed of the specific time needed to reach his/her workplace upon the introduction of on-call duty arrangements. Special circumstances and situations shall be taken into account by line managers, wherever possible. Members of staff required to be on call shall be supplied with a mobile telephone, which shall be the primary means of communication.

5.6.2 Members of staff required to perform agreed rostered on-call duties shall be entitled to an on-call allowance.

The daily on-call allowance shall be equal to EUR 45 (on a working day) or EUR 103 on Saturdays, Sundays and public holidays).

5.6.3 Members of staff required to perform agreed rostered on-call duties shall be informed in writing at least one month in advance of their duty roster. In cases of urgency, however, they may be asked to deviate from the roster at short notice.

5.6.4 Members of staff required to be on call should only be contacted in exceptional emergencies between 11 p.m. and 6 a.m. During these hours, members of staff required to be on call may only be contacted after a line manager or his/her representative has confirmed the exceptional nature of the emergency.

5.6.5 Called-in hours during on-call duties, i.e. hours where attendance at the workplace is required, shall be considered as overtime. An allowance of one hour's travelling time shall be added to this overtime.

5.6.6 A called-in allowance equal to EUR 45 (on any working day) or EUR 103 (on Saturdays, Sundays and public holidays) shall be paid to members of staff not entitled to overtime compensation. In these cases, time off shall be granted on a one-for-one basis for the called-in hours with an additional hour to compensate for the travelling time.

5.6.7 Members of staff who have to carry out scheduled maintenance work wholly or partly during inconvenient hours shall be entitled to the called-in allowance provided for in 5.6.6 above. No called-in allowance shall be paid when the maintenance work is carried out during overtime hours and the member of staff concerned is entitled to overtime compensation.

5.7 Annual Leave

The provisions of Article 27 of the Conditions of Employment are applied as follows:

5.7.1 If a full year is not worked, the leave entitlement shall be calculated on a pro rata basis taking into account an average of 21 working days per month and rounded up to the nearest half hour.

5.7.2 Annual leave may be taken from date of appointment. Except for urgent family reasons caused by sickness or accident it must be approved in advance by the Head of Division or, from this grade, by the next higher manager. In any event a

completed leave form must be sent to the Directorate General Human Resources, Budget and Organisation.

Annual leave may be taken all at once or in several periods as desired by the member of staff and subject to business requirements. At least 20 days shall be taken before the end of the calendar year. This minimum of 20 days shall include at least one period of two consecutive weeks. Members of staff shall be entitled every year to carry over a maximum of 10.5 days of the annual leave entitlement.

Members of staff, who for business requirements or personal reasons, have not taken their minimum of 20 days of annual leave entitlement by the end of the calendar year, may, on approval by their Director General/Director, take them until the end of March of the subsequent year.

The Director General Human Resources, Budget and Organisation or his/her Deputy Director General may approve a further unlimited carry over provided local management justifies the exceptional reasons for the member of staff's inability to take the minimum leave within the foreseen period.

5.7.3 In an emergency or in the event of exceptional pressure of work, a member of staff may be recalled to duty while on annual leave or have approved leave cancelled. Any unavoidable costs incurred by him/her because of the recall to duty or the cancellation of his/her annual leave shall be reimbursed by the ECB.

Recall to duty from annual leave or cancellation of approved annual leave must be approved by the Director General/Director or his/her representative. A claim for reimbursement of unavoidable costs incurred by the member of staff signed and approved by the Director General/Director or his/her representative, shall be submitted to the Directorate General Human Resources, Budget and Organisation.

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

5.7.5 When leaving employment with the ECB members of staff must take their full leave entitlement. If their Director General/Director decides that it is not possible for them to do so, compensation shall be given for any unused annual leave entitlement; it will be calculated on a pro-rata basis up to the date of departure.

5.7.6 Conversely, leave taken in excess of entitlement will result in a deduction being made from the salary on the basis of one day's salary for each day's leave taken in excess of the leave entitlement.

5.7.7 In calculating the amount for settling outstanding annual leave or annual leave taken in excess, a standard 21 working day month shall be used and one day's annual leave shall be equivalent to one day's payment.

The period of leave outstanding will not count as service with the ECB and therefore no deductions for pension, medical and dental cover or accident insurance will be levied in respect of this period.

Tax for the benefit of the European Communities will be deducted from these payments.

The same method shall be applied to calculations in respect of annual leave overtaken.

5.8 Public holidays

The provisions of Article 27 of the Conditions of Employment are applied as follows:

The following public holidays will be observed by the ECB:

- New Year's Day 1 January
- Good Friday date varies
- Easter Monday date varies
- Labour Day 1 May
- Anniversary of the Declaration of Robert Schuman 9 May
- Ascension Day date varies
- Whit Monday date varies
- Corpus Christi date varies
- Day of German Unity 3 October
- All Saints' Day 1 November
- Christmas Holiday

24 December
25 December
26 December
- New Year's Eve 31 December

5.9 Maternity and adoptive leave

The provisions of Article 28(i) and (ii) of the Conditions of Employment will be applied as follows:

- 5.9.1 A medical certificate indicating the expected date of confinement shall be sent, at least three months before the expected date of confinement, directly to the Directorate General Human Resources, Budget and Organisation, which shall then confirm the leave entitlement.
- 5.9.2 Maternity leave shall, on application, start between six and three weeks before the expected date of confinement shown in the certificate and end between fourteen and seventeen weeks after the date of confinement.
- 5.9.3 If the confinement is earlier than expected, maternity leave after the confinement shall be prolonged, so that the full leave shall be twenty weeks.
- 5.9.4 In the event of multiple birth above-mentioned maternity leave shall be extended four weeks.
- 5.9.5 Normal remuneration and benefits shall be paid during maternity leave.
- 5.9.6 Annual leave shall not be reduced because of maternity leave. There shall be no entitlement to special leave during maternity leave. Days of illness during maternity leave shall be considered as maternity leave.
- 5.9.7 In the case of the adoption of children under the age of one year, a total period of thirteen weeks' leave will be granted to the adoptive parents subject to the total leave available to both parents from all sources being thirteen weeks.
- In the case of the adoption of children over one and less than ten years of age the leave granted will be as follows

Age	Weeks
1 but less than 2	11
2 but less than 3	9
3 but less than 4	7
4 but less than 5	5
5 but less than 6	3
6 but less than 8	2
8 but less than 10	1

5.10 Special leave

The provisions of Article 28(iii) of the Conditions of Employment shall be applied as follows:

5.10.1 On application to the Director General/Director or his/her representative, special leave will be granted as shown in the following cases:

- (a) Marriage
 - of the member of staff: 4 days
 - of a child as defined in Article 3.6.1 (a): 2 days
 - of a relative (parent, brother, sister, grandparent, grandchild, parent-in-law or parent of a recognised partner): 1 day
- (b) Death
 - of spouse or recognised partner: 4 days
 - of a child as defined in Article 3.6.1 (a) to (c): 4 days
 - of a relative (parent, brother, sister, grandparent, grandchild, parent-in-law or parent of recognised partner): 2 days
- (c) Birth or adoption of a child as defined in Article 3.6.1 (a): 2 days
- (d) Change of residence of the member of staff
 - on taking up appointment: 2 days
 - other: 1 day.

Special leave has to be taken on dates related to the event which gives rise to the special leave.

5.10.2 On application through the Director General/Director or his/her representative, the Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall grant a member of staff special leave of up to five days per calendar year for each of his/her dependent child(ren) up to 18 years of age in the event of their illness evidenced by a medical certificate. The member of staff shall first take two days of annual leave per calendar year per dependant child in relation to such certified illness.

A member of staff does not have to take such special leave consecutively, but may take it as required.

Where a member of staff does not work for a full year, his/her entitlement to special leave shall be proportional to the period worked and rounded up to the nearest half hour.

5.10.3 On application through the Director General/Director or his/her representative, the Director General Human Resources, Budget and Organisation or his/her Deputy Director General shall grant a member of staff special leave of up to five

days per calendar year for a spouse or recognised partner or close relative (parent, brother, sister, grandparent, grandchild, parent-in-law or parent of recognised partner) in the event of the latter's illness evidenced by a medical certificate. The member of staff shall first take two days of annual leave per calendar year for such certified illness.

A member of staff does not have to take such special leave consecutively, but may take it as required. Where a member of staff does not work for a full year, his/her entitlement to special leave shall be proportional to the period worked and rounded up to the nearest half.

- 5.10.4 Members of staff may apply through their Director General/Director or his/her representative for special leave to be granted by the Director General Human Resources, Budget and Organisation or his/her Deputy Director General 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 members of staff are otherwise likely to be subject to penalties imposed by a national administration.

The number of days granted will be decided on a case by case basis, taking into account particular needs and circumstances.

Any emolument paid to the member of staff in connection with the grounds for the special leave will be deducted from his/her remuneration or may be credited to the ECB.

- 5.10.5 Special leave for other reasons may be approved by the Director General Human Resources, Budget and Organisation or his/her Deputy Director General on a case by case basis.

5.11 Parental leave

The provisions of Article 29 of the Conditions of Employment are applied as follows:

- 5.11.1 A member of staff is entitled to unpaid parental leave to take care of each of his/her dependent children until the child reaches the age of ten years. Parental leave may also be taken for a child who needs constant care because of a serious illness or disability.
- 5.11.2 Parental leave shall be granted for a maximum of three years per child, which may be non-consecutive. The total parental leave granted to a member of staff shall in no case exceed six years. Parents who are both members of staff shall both be entitled to parental leave.

- 5.11.3 Members of staff shall apply to the Directorate General Human Resources, Budget and Organisation for such leave at least two months before it starts, unless there are exceptional circumstances. Applications for the extension of parental leave shall be made two months before the expiry of the current leave.
- 5.11.4 A request by a member of staff to return to duty prior to the expiry of a period of parental leave may be granted subject to a delay decided on a case-by-case basis. In no case shall the delay exceed six months or the expiry date of the parental leave, whichever is the sooner
- 5.11.5 At the end of parental leave of six months, members of staff shall have the right to return to their position. At the end of parental leave of more than six months they shall have the right to return to their position or, if that is not possible, to a similar position.
- 5.11.6 Members of staff on parental leave shall retain the following entitlements.
- child and education allowances;
 - disability pension and death in service benefits;
 - continued inclusion in the ECB's pension plan, but no contributions by the ECB or the member of staff will be paid; and
 - continued cover under the ECB medical and dental plan and accident insurance, provided that during the leave they pay their personal contributions. Contributions to the ECB medical and dental plan shall be calculated on the basis of the corresponding basic full-time salary before the parental leave starts. Contributions to the accident insurance shall be calculated on the basis of the corresponding basic full-time salary plus allowances before the parental leave starts. Contributions shall be adjusted in line with salary adjustments and the cost development of the ECB medical and dental plan and the accident insurance. Alternatively, the member of staff may opt out of the medical and dental plan and accident insurance for the period of the parental leave.
- 5.11.7 No other leave shall be granted during parental leave nor shall annual leave accrue.
- 5.11.8 Periods of parental leave shall otherwise count as service.
- 5.12 Unpaid leave**
- The provisions of Article 30 of the Conditions of Employment are applied as follows:

5.12.1 Members of staff shall be granted unpaid leave for their period of military service or alternative service.

Members of staff may also be granted unpaid leave on personal grounds.

5.12.2 Unless it is impossible, members of staff shall apply for unpaid leave through their Director General/Director or his/her representative to the Director General Human Resources, Budget and Organisation or his/her Deputy Director General at least two months before the leave is due to start.

5.12.3 No annual leave shall accrue nor shall special leave be granted during unpaid leave.

5.12.4 Members of staff who have been granted unpaid leave on personal grounds may apply to remain covered under the ECB medical and dental plan. Unless their risk profile is significantly increased, such cover shall be granted, provided that, during the leave, they pay the full contribution, including the ECB's contribution, towards the cost of this plan.

Members of staff shall not be eligible to remain in the ECB's medical and dental plan, nor to retain cover under the ECB's accident insurance during their period of military service or alternative service.

Members of staff who have been granted unpaid leave on personal grounds may apply to remain covered under the ECB group accident insurance scheme. Unless their risk profile is significantly increased, such cover shall be granted, provided that, during the leave, they pay the full contribution, including the ECB's contribution, towards the cost of this insurance.

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

5.12.5 The member of staff and the Directorate General Human Resources, Budget and Organisation shall agree on the other conditions of the unpaid leave as appropriate in view of the length of the leave.

5.13 Sick leave

The provisions of Article 31 of the Conditions of Employment shall be applied as follows:

5.13.1 Members of staff unable to work because of illness or accident must, unless it is absolutely impossible, inform their immediate manager personally before 10 a.m. on the first day of absence. Members of staff who are not at their usual place of residence must let their immediate manager know where they can be contacted.

5.13.2 A medical certificate is required where:

- the absence is longer than two consecutive working days per period of absence; or
- a member of staff is unable to work for the contractually agreed hours due to medical reasons; or
- the illness or accident occurs during annual leave; or
- the uncertified absences exceed ten working days per annum.

Where sick leave coincides with a weekend or a public holiday, two consecutive working days means:

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

The 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, Budget and Organisation as soon as possible. If the absence is likely to be longer than one week, the medical certificate shall be posted.

Members of staff shall inform their immediate manager without delay if the sick leave is extended. Any extension requires the submission of a medical certificate.

5.13.3 Members of staff must report to their immediate manager on the first day they resume work after sick leave. If the absence was longer than six weeks or if the member of staff concerned wishes to resume his/her duties on a part-time basis, resumption of work is subject to clearance by the ECB's Medical Adviser.

5.13.4 A member of staff may consult the ECB's Medical Adviser at any time during his/her absence. The ECB may refer members of staff to the Medical Adviser at any time and members of staff shall make themselves available for a house call by the Medical Adviser, or other measure of a medical nature as requested by the

Medical Adviser, including his/her requirement of a medical certificate for all absences. The Medical Adviser may ask the member of staff's doctor for relevant information.

PART 6 SOCIAL SECURITY

6.1 Payment during sick leave

The provisions of Article 32(a) of the Conditions of Employment are applied as follows:

- 6.1.1 Remuneration will not be paid beyond the term of the contract of employment.

6.2 The ECB's medical and dental plan

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

- 6.2.1 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 insurer shall pay the difference.

- 6.2.2 Cover normally ceases on the date on which employment with the ECB ends or, in respect of the member of staff's spouse, recognised partner or children, on the date on which they are no longer considered as dependent within the meaning of Articles 15 and 16 of the Conditions of Employment.

- 6.2.3 Continuation or conversion of cover may be arranged according to the following rules:

Extension of cover under the ECB's plan

Cover may be continued for a maximum period of six months (or longer in the case of former members of staff in receipt of unemployment benefits), starting on the day following the date on which the insured person would normally cease to be covered under the ECB's medical and dental plan. The premium shall be calculated on the basis of the last full basic monthly salary. Where a member of

staff is entitled to the unemployment benefit of the ECB the premium will be shared equally by the ECB and the member of staff concerned.

6.3 Accidents at work and occupational diseases

The provisions of Article 34 of the Conditions of Employment are applied as follows:

- 6.3.1 Medical expenses in respect of treatment due to an accident at work or an occupational disease shall be reimbursed at the rate of 100% without a maximum ceiling. As an exception, dental treatment, dental prostheses and orthodontic treatment shall be reimbursed up to a maximum of EUR 7,670 per accident at work or occupational disease. Costs which have not been reimbursed shall be borne by the ECB.

Reimbursement of expenses at the rate of 100% applies only where the accident has been recognised as an accident at work or the disease has been recognised by the ECB as an occupational disease. Request for such recognition should be sent to the Directorate General Human Resources, Budget and Organisation, together with medical evidence in a sealed envelope addressed to the ECB's Medical Adviser.

- 6.3.2 An accident during appointment or termination of service travel shall be considered as an accident at work.

6.4 Death - reimbursement of repatriation cost

In the event of the death of a member of staff, his/her spouse/recognised partner or dependent children, the ECB shall reimburse the costs involved in repatriating the body from the member of staff's place of employment to his/her original place of residence. However, in the event of a member of staff's death during official business travel, the ECB shall bear the costs involved in repatriating the body from the place where death occurs to the member of staff's original place of residence or place of employment.

6.5 Unemployment benefits

The provisions of Article 36 of the Conditions of Employment are applied as follows:

- 6.5.1 In determining the duration of the allowance, the additional months referred to in calculating monthly unemployment allowance after twelve months of unemployment shall be one additional month per year of service over three years and one additional month per age bracket of two years after the age of forty.

6.5.2 Not later than one month following the date of termination of his/her service, the former member of staff shall forward to the Directorate General Human Resources, Budget and Organisation evidence that he/she is registered as unemployed and is seeking employment through the competent employment authorities of the state in which he/she has established or establishes his/her residence.

Such evidence shall be provided for each further month of unemployment and after each period of the suspension of entitlements.

6.5.3 The unemployment benefits shall nevertheless be granted if the former member of staff is unable to register as seeking employment because of the absence of any competent national authority or rejection of his/her application by such authority in the case of illness, accident, maternity, invalidity or a situation recognised as being similar.

6.5.4 The allowance shall be subject to the tax for the benefit of the European Communities.

6.5.5 Entitlement to the household allowance shall be calculated on the basis of the unemployment allowance

6.5.6 Extension of cover under the ECB's medical and dental plan shall be subject to payment of a contribution equal to the half of the premium calculated on the basis of the unemployment allowance. The extension shall be granted

- for six months, subject to regular conditions;
- for the period of entitlement to the unemployment allowance beyond six months on evidence that medical expenses cannot be provided by another scheme.

6.5.7 Extension of cover under the ECB accident insurance shall be for a maximum period of six months subject to the payment of half of the premium based on the unemployment benefit payable.

6.5.8 If the former member of staff ceases to fulfil the conditions of entitlement, the payment of the benefits is suspended. Payment is resumed if, before the expiry of the two-year period, the conditions are again fulfilled.

6.5.9 The above benefits

- (a) are paid monthly in arrears. When they are not due in respect of a whole month, they shall be calculated on the basis of a 30-day month;
- (b) are paid to the surviving dependents as appropriate in the case of death;

6.5.10 Unless the Executive Board decides otherwise, here shall be no entitlement to unemployment benefits in the following instances:

- resignation;
- refusal by the member of staff of an extension of contract for the same or an equivalent position;
- dismissal for disciplinary reasons;
- termination during the probationary period.

PART 7 PENSION

7.1 Dispute settlement procedures

Any dispute as defined in the pension arrangements for members of staff of the ECB, referred to in Part 7 of the Conditions of Employment, arising between any of the following:

- the Administrator,
- the Oversight Committee,
- the Core Benefit Investment Committee,
- the Flexible Benefit Investment Committee

shall be dealt with in accordance with the procedure laid down in the Terms of Reference of the Oversight Committee, the Core Benefit Investment Committee and/or the Flexible Benefit Investment Committee, as appropriate.

PART 8 APPEALS AND DISCIPLINARY PROCEDURES

8.1 Administrative review and grievance procedures

The provisions of Article 41 of the Conditions of Employment are applied as follows:

8.1.1 A member of staff may ask the Director General Human Resources, Budget and Organisation, or their Deputy Director General, to take a decision relating to them. The member of staff shall be notified of a reasoned decision within two

months from such request. If the member of staff has not received a reasoned decision within two months from their request, this shall be deemed to constitute an implied decision rejecting the request, against which an administrative review may be lodged.

8.1.2 A member of staff may request an administrative review of a decision within two months from the date on which it was communicated to them. They shall submit their request to the Director General Human Resources, Budget and Organisation.

8.1.3 The Director General Human Resources, Budget and Organisation or their Deputy Director General shall notify the member of staff of their decision in writing within two months from the date on which the request for an administrative review was submitted to them.

8.1.4 A member of staff who remains dissatisfied with the decision following the administrative review procedure, or who has not received a decision within two months from the Director General Human Resources, Budget and Organisation or their Deputy Director General, may use the grievance procedure set forth below.

8.1.5 A member of staff may initiate a grievance procedure within two months from the date on which

(a) the decision taken under the administrative review procedure giving rise to the grievance has been notified to the member of staff; or

(b) the period of two months from the request to the Director General Human Resources, Budget and Organisation or their Deputy Director General expired without such a decision referred to in paragraph (a) having been taken.

The member of staff shall submit the request for a grievance procedure to the President together with any relevant documents. The request shall clearly state the reasons for challenging the decision and the relief sought.

The President shall notify the decision to the member of staff within two months from the date on which the request was submitted to them.

8.1.6 Decisions taken by the Executive Board shall be subject to a special appeals procedure. A member of staff may initiate an appeal within two months from the date on which the Executive Board's decision was communicated to them.

The member of staff 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 member of staff within two months from the date on which the appeal was submitted.

8.1.7 The submission of a request for an administrative review, a grievance procedure or an appeals procedure shall not by itself have the effect of suspending the decision in question or any action pursuant to that decision. However, at the member of staff's request, the Director General Human Resources, Budget and Organisation or their Deputy Director General in the case of an administrative review, or the President in the case of a grievance, or the Executive Board in the case of an appeal, may suspend the decision, or any action pursuant to that decision.

8.1.8 A member of staff may seek the assistance of a staff representative in the course of an administrative review, grievance procedure or appeals procedure.

8.2 Appeals to the Court of Justice of the European Communities

The provisions of Article 42 of the Conditions of Employment are applied as follows:

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

- the member of staff concerned is notified of the final decision taken in a grievance or appeals procedure, or
- the period of two months which applies in the grievance or appeals procedure expires without such a final decision having been taken. Nevertheless, if the final decision in a grievance or appeals procedure is taken after this two-month period but before the two-month period for filing an appeal to the Court of Justice of the European Communities has expired, the period for filing an appeal shall start to run afresh.

8.3 Disciplinary procedure

The provisions of Articles 43, 44 and 45 of the Conditions of Employment are applied as follows:

8.3.1 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 Employment, the Staff Rules, the Code of

Conduct of the European Central Bank or any other legal act or internal standard or rule applicable to members of staff.

8.3.2 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 member of staff concerned after they have been notified of all evidence in the files, the Executive Board may decide any of the following:

- to initiate disciplinary proceedings for breach of professional duties,
- 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, Budget and Organisation or their Deputy Director General (for members of staff in salary bands A to J), or the member of the Executive Board to whom the Directorate General Human Resources, Budget and Organisation reports (for members of staff 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.

The member of staff subject to the disciplinary proceedings (hereinafter the ‘member of staff’) shall be informed in writing of the initiation of the disciplinary proceedings and of the allegations made against them.

Disciplinary proceedings not involving the Disciplinary Committee

8.3.3 If a written warning or written reprimand are likely to be imposed, the Director General Human Resources, Budget and Organisation or their Deputy Director General (for members of staff in salary bands A to J), or the member of the Executive Board to whom the Directorate General Human Resources, Budget and Organisation reports (for members of staff in salary bands K or L), shall hear the member of staff concerned before such a disciplinary measure is imposed.

Disciplinary proceedings involving the Disciplinary Committee

- 8.3.4 The imposition of disciplinary measures other than a written warning or a written reprimand shall require the involvement of the Disciplinary Committee.
- 8.3.5 A non-voting member chosen by the Executive Board from outside the ECB shall chair the Disciplinary Committee. It shall be composed of the Director General Human Resources, Budget and Organisation or their Deputy Director General and of two members of staff appointed by the Executive Board. The two members of staff may not belong to the business area of the member of staff. The Executive Board shall establish a list of alternates to replace the members of the Disciplinary Committee.
- 8.3.6 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.
- 8.3.7 The deliberations and proceedings of the Disciplinary Committee shall be treated as personal and confidential in accordance with the ECB's internal rules on confidentiality. The members of the Disciplinary Committee shall act in their personal capacity and shall be completely independent in the performance of their duties.
- 8.3.8 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.
- 8.3.9 A secretary appointed by the Executive Board shall assist the Disciplinary Committee and shall draw up minutes of its meetings.
- 8.3.10 The member of staff 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.
- 8.3.11 The report referred to in Article 8.3.2 shall be communicated to the member of staff. On receipt of the report, they shall have the right to obtain their complete personal file and take copies of all documents relevant to the proceedings, including exonerating evidence. They shall have not less than 15 calendar days from receipt of the report to prepare their defence.
- 8.3.12 The Disciplinary Committee shall hear the member of staff, who may present observations in writing or orally and be assisted by a person of their choice. They may call witnesses. The member of staff 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 member of staff's request, the Disciplinary Committee shall hear the Staff Committee.

- 8.3.13 At the beginning of the hearing, the Disciplinary Committee shall inform the member of staff 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 Executive Board unless they are needed for a possible follow-up such as judicial proceedings.
- 8.3.14 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 8.3.2. 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 8.3.2. Following these investigations, an additional report shall be established and communicated to the Disciplinary Committee and to the member of staff. They shall have 15 calendar days to update their defence.
- 8.3.15 The Disciplinary Committee shall, by majority vote, deliver a final opinion signed by all members on whether the facts are established, whether they constitute a breach of professional duties and on any disciplinary measure. Any member of the Disciplinary Committee may attach a divergent view to the opinion. The Disciplinary Committee shall transmit its final opinion to the Executive Board and to the member of staff within three months from the notification of the initiation of the disciplinary proceedings to the member of staff. 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.
- 8.3.16 The member of staff may submit their own observations to the Executive Board within 15 days from the transmission of the Disciplinary Committee's final reasoned opinion.
- 8.3.17 The Executive Board shall decide on the most appropriate disciplinary measure within one month from the receipt of the Disciplinary Committee's final reasoned opinion and of the observations of the member of staff. It shall give

due consideration to the Disciplinary Committee's recommendations but shall not be bound by them.

8.3.18 The decision imposing a disciplinary measure shall be stored in the personal file of the member of staff. If the Executive Board does not impose any disciplinary measure, the member of staff may request insertion of this decision in their personal file.

8.3.19 The decision imposing a disciplinary measure shall be removed from the personal file of the member of staff after three years in case of a written warning, after five years in case of a written reprimand and after seven years in any other case.

8.3.20 Disciplinary measures may be challenged within two months by way of appeal submitted to the Court of Justice of the European Communities if 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, Budget and Organisation or their Deputy Director General has imposed the disciplinary measure.

8.4 Suspension from duties

The provisions of Article 46 of the Conditions of Employment are applied as follows:

8.4.1 If the full basic salary is reduced during a period of suspension, the member of staff's contributions to the ECB's medical and dental plan and accident insurance shall be based on their full basic salary.

8.4.2 If the Executive Board dismisses a member of staff with effect from the day of suspension, the member of staff shall retain amounts paid to them during the suspension period.

PART 9 STAFF REPRESENTATION

9.1 General provisions

The provisions of Article 48 of the Conditions of Employment are applied as follows:

9.1.1 Staff Representatives shall be elected for a two-year renewable term of office.

9.1.2 Prior to its normal expiry date, the term of office of a Staff Representative shall expire:

- (a) in the event of the death or incapacity for a period longer than two months of the Staff Representative. In the latter case the term of office shall expire at the end of the two months incapacity period;
- (b) if the Staff Representative ceases to be an employee of the ECB; or
- (c) if the Staff Representative informs the Staff Committee that he/she is resigning from office.

Any Staff Representative whose term of office has expired shall be replaced by another Staff Representative elected in accordance with the Election Rules.

The Staff Committee shall remain validly constituted notwithstanding the expiry of the term of office or resignation of one or more Staff Representatives. In order to ensure continued staff representation, resigning Staff Representatives who are still members of staff of the ECB shall continue to perform their functions until new Staff Representatives have been elected.

- 9.1.3 There shall be no less than three and no more than eleven Staff Representatives, who may be allocated between functional areas and/or categories of staff.

In advance of each general election, as specified in the Election Rules, the Staff Committee shall re-examine, in the light of existing numbers of staff, the number of Staff Representatives. During such periodic review, the Staff Committee shall also assess whether there is a need for allocation of Staff Representatives between categories of staff. When changes to the existing rules are needed the Staff Committee shall present a recommendation for a decision to modify the number of Staff Representatives and the categories of staff to the Executive Board of the ECB.

- 9.1.4 The Staff Committee shall appoint a spokesperson from among its members to represent the Committee with regard to the ECB.

9.2 Consultation Procedure between the ECB and the Staff Committee

The provisions of Article 48 and 49 of the Conditions of Employment are applied as follows:

- 9.2.1 The Staff Committee may submit suggestions concerning matters within its competence to the President of the ECB or his/her representative, whose decision will be final.
- 9.2.2 Meetings between the Staff Committee and the President or his/her representative may be organised at the request of either party to discuss specific matters.

9.2.3 Each party may table items for the agenda, which should be circulated one week in advance of meetings.

9.2.4 The ECB shall respond to reasonable requests for information to assist understanding of the items on the agendas.

9.2.5 Minutes of each meeting shall be drawn up within one week after a meeting takes place, setting out any differences of opinion. They shall be signed jointly by both parties.

9.2.6 Staff Representatives shall be bound by an obligation of discretion with regard to information of a confidential nature, which is qualified as such by the President of the ECB or his/her representative.

9.3 Resources made available to Staff Representatives

The provisions of Article 52 of the Conditions of Employment are applied as follows:

9.3.1 Staff Representatives shall be free to circulate within the ECB, both during the time set aside for their duties as described below and outside their normal working time, and to make such contacts as are necessary for the fulfilment of their duties, provided that they do not significantly hinder the performance of work. They may consult all or some of the members of staff in writing or by convening a meeting, subject to the prior approval of management.

9.3.2 Staff Representatives shall be given the requisite dispensations by their managers to fulfil their mandate. Any such dispensations shall be deemed to be working time.

9.3.3 Premises shall be made available to the Staff Representatives in order to enable them to carry out their tasks and to hold meetings.

9.3.4 As part of the ECB's budget estimates, the Staff Committee shall be accorded an annual budget adapted to the expenses incurred in the performance of its tasks. Expenses shall be decided within this framework by the Staff Committee.

9.4 Elections

The provisions of Article 48 of the Conditions of Employment are applied in accordance with the Election Rules.

9.4.1 Members of staff who have been employed by the ECB for at least three months prior to the date of the election may stand for election.

- 9.4.2 Members of staff who have been employed by the ECB for at least three months prior to the date of the election are eligible to vote. They shall have the right to cast a vote for each Staff Representative to be elected.

**Categories of members of staff who have access to inside information
regarding the financial operations of the ESCB
(Article 1.2.13 of the Staff Rules)**

- 1.**
 - (a) The Coordinator and members of the Counsel to the Executive Board and secretaries to the members of the Executive Board.
 - (b) The Director General Secretariat and Language Services and members of staff in the Secretariat Division with the exclusion of the Records Management and ECB Archives.
 - (c) The Director Communications.
 - (d) Members of staff in the Directorate General Market Operations.
 - (e) Members of staff appointed to the Liquidity Committee, the Investment Committee and the Assets and Liabilities Committee, and all other members of staff who attend meetings thereof or have access to the documents of the Committees.
 - (f) Members of staff appointed to the Market Operations Committee and its working groups, and members of staff who attend meetings thereof or have access to the documents of the Committee or its working groups.
 - (g) Without prejudice to paragraphs 1(a) to 1(d), the management of members of staff referred to in paragraphs 1(e) and 1(f).
- 2.** For the purpose of the list in paragraph 1, the term “management” shall denote Directors General, Deputy Directors General, Directors and Heads of Division, Heads of Sections, principals and advisers as well as those members of staff to whom the former have given access to their mail, e-mail accounts and records.
- 3.** A chairperson of a committee and of a working group mentioned in paragraph 1(e) and 1(f), shall:
 - (a) inform members of staff referred to in paragraphs 1e) and 1f) of the date from which they fall within the category of members of staff defined in Article 1.2.13 of these Rules; and

- (b) inform the Director General Human Resources, Budget and Organisation accordingly; and
- (c) ensure that committee and working group meetings and documents thereof are only accessible to members of staff covered by paragraphs 3(a) and 3(b).

**Categories of members of staff who have access to inside information
concerning the monetary and exchange rate policies of the ECB
(Article 1.2.14 of the Staff Rules)**

1.
 - (a) The Coordinator and members of the Counsel to the Executive Board and secretaries to the members of the Executive Board.
 - (b) Members of staff in the Directorate General Secretariat and Language Services with the exclusion of Records Management and ECB Archives.
 - (c) The management of the Directorate Communications and the members of staff in the Press and Information Division.
 - (d) Members of staff in the Directorate General Market Operations excluding members of staff in the Portfolio Management Sub-area as defined in Administrative Circular 06/2003.
 - (e) The management of the Directorate General Economics, economists in the Monetary Policy Stance Division excluding the Monetary Analysis Unit, economists in the Euro Area Macroeconomic Developments Division in charge of the editorial for the quarterly version of the Monthly Bulletin;
 - (f) The management of the Directorate General Research.
 - (g) The management of the Directorate General International and European Relations.
 - (h) Members of staff appointed to the Liquidity Committee and all other members of staff, who attend the meetings thereof or have access to the documents thereof.
 - (i) Without prejudice to paragraphs 1(a) to 1(g), the management of the members of staff referred to in paragraph 1(h).
 - (j) Members of staff acting as Permanent Representatives of the ECB abroad.
2. For the purpose of the list in paragraph 1, the term “management” shall denote Directors General, Deputy Directors General, Directors, Heads of Division, Heads of Section, principals and advisers and those members of staff to whom the former have given access to their mail, e-mail accounts and records.
3. The chairperson of the Liquidity Committee shall:

- (a) inform members of staff referred to in paragraph 1h) of the date from which they fall within the category of members of staff defined in Article 1.2.14 of these Rules; and
 - (b) inform the Director General Human Resources, Budget and Organisation accordingly; and
 - (c) ensure that the Committee's meetings and documents thereof are only accessible to members of staff covered by paragraphs 3(a) and 3(b).
- 4.** The area head of the Directorate General Economics shall:
- (a) inform members of staff referred to in paragraph 1(e) of the date from which they fall within a category of members of staff defined in Article 1.2.14 of these Rules; and
 - (b) inform the Director General Human Resources, Budget and Organisation accordingly.