

INTERNAL

European Central Bank

**European Central Bank
Staff Rules**

1 July 1998

European Central Bank Provisional Staff Rules

TABLE OF CONTENTS

PART 1 GENERAL PROVISIONS

1.1	Professional activity outside the ECB	4
1.2	Professional conduct and professional secrecy	5
1.3	Personal file	6
1.4	Right to strike	7
1.5	Secondment.....	8

PART 2 EMPLOYMENT RELATIONS

2.1	Probationary period	9
2.2	Termination of contract	9

PART 3 BASIC SALARY AND ALLOWANCES

3.1	Salary payment	11
3.2	Entitlement to the payment of allowances by the ECB	11
3.3	Recognition of non-marital partners.....	11
3.4	Household allowance.....	12
3.5	Child allowance	13
3.6	Expatriation allowance	15
3.7	Education allowance.....	15

PART 4 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE

4.1	Entitlement.....	18
4.2	Travel expenses	18
4.3	Removal expenses.....	18
4.4	Provisional accommodation and subsistence allowance	20
4.5	Installation allowance	21
4.6	Resettlement allowance	21

PART 5 WORKING HOURS AND LEAVE

5.1	Working hours	22
5.2	Part-time work	22
5.3	Overtime	23
5.4	Reimbursement of taxi fares for late journeys home.....	24
5.5	Shiftwork duties.....	24

5.6	On-call duties.....	25
5.7	Annual leave.....	25
5.8	Public holidays.....	26
5.9	Maternity and adoptive leave.....	26
5.10	Special leave.....	27
5.11	Parental leave.....	29
5.12	Unpaid leave.....	30
5.13	Sick leave.....	30

PART 6 SOCIAL SECURITY

6.1	Payment during sick leave.....	32
6.2	The ECB's medical and dental plan.....	32
6.3	Accidents at work and occupational diseases.....	32
6.4	Death - reimbursement of repatriation cost.....	33
6.5	Unemployment benefits.....	33

PART 7 PENSION

7.1	Disability Pension.....	35
7.2	Disputes Procedure.....	35

PART 8 APPEALS AND DISCIPLINARY PROCEDURES

8.1	Administrative review and grievance procedures.....	36
8.2	Appeals to the Court of Justice of the European Union.....	37
8.3	Suspension from duties.....	37

PART 9 STAFF REPRESENTATION

9.1	General Provisions.....	38
9.2	Consultation procedure between the ECB and the Staff Committee....	39
9.3	Resources made available to Staff Representatives.....	39
9.4	Elections.....	40

PART 1 GENERAL PROVISIONS

1.1 Professional activity outside the ECB

The provisions of Article 4(c) 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 Personnel 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 1.3 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(d) and 5(b) of the Conditions of Employment are applied as follows:

- 1.2.1 “Remuneration, rewards or gifts” means any financial benefit and/or any non-financial benefit.
- 1.2.2 A member of staff who is invited to attend an event in his/her official capacity may not accept a fee of any kind.
- 1.2.3 Normal hospitality and token gifts may be accepted to avoid causing offence.
- 1.2.4 Where there is any doubt, a member of staff shall obtain the approval of his/her Director/Director General before accepting any gift or hospitality or, where this is not possible, report to him/her immediately any gift or hospitality received.
- 1.2.5 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.
- 1.2.6 In view of the position held by the ECB and the general economic and financial importance of issues with which it deals, members of staff shall maintain professional secrecy, especially with regard to their financial investment behaviour.
- 1.2.7 Information or materials relating to issues dealt with by the ECB can be of a broad range and originate from any country. Therefore, the following items are examples only and not an exhaustive enumeration:
- changes in monetary or exchange rate policy;
 - movements in monetary aggregates, trade figures or foreign currency reserves;
 - fiscal regime changes;
 - impending regulatory changes;
 - company results;
 - changes in the board of directors of any institution.

Disclosure of information in the proper course of employment would not constitute a breach of these rules.

- 1.2.8 The prohibition on the use of any information or materials which is not available to the general public and which members of staff have gained in the course of service with the ECB should specifically be borne in mind with respect to private financial transactions conducted:
- by a member of staff for his/her own account;
 - by a member of staff for the account of a third person (e.g. spouse, children) or entity (e.g. in the performance of a corporation’s management function);
 - by third parties for the account of a member of staff (e.g. as part of the general investment policy pursued by a third party in the interest of a member of staff).

This prohibition applies to any kind of financial investment transactions, of which the following are examples only and not an exhaustive enumeration:

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

1.2.9 In order not to discredit the character of the ECB as a Community body, members of staff shall employ caution and care in all of their financial undertakings. This means that their investment policy should be non-aggressive and restrained and should be in a sound relationship to their income and wealth.

Compliance with this rule is important because other market participants may monitor the investment behaviour of members of staff of the ECB, anticipating that the latter behave on the basis of inside information.

1.2.10 Members of staff who have any questions on the application of these rules (e.g. whether a financial transaction they may be contemplating would mean a misuse of information) should discuss the matter with their immediate superior. If there is the slightest element of doubt, the questions should be referred to the Internal Auditor. Alternatively, members of staff may address their questions directly to the Internal Auditor.

If there are reasonable grounds to believe that information has been abused, the ECB's External Auditor shall be entitled to request members of staff to provide them with all the information pertaining to the financial transactions in question.

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. The medical file, which does not form part of the personal file, shall be retained by the ECB's Medical Officer, 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 Personnel. These parties will be subject to the legal obligation of professional secrecy.
 - d) a member of staff may authorise the Directorate Personnel - subject to the approval of the Executive Board - to make his/her personal file available to third parties.

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.

ECB-PUBLIC

PART 2 EMPLOYMENT RELATIONS

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 three months unless the Executive Board decides to waive the probationary period. In exceptional circumstances the Executive Board may determine a probationary period longer than three months as set out in 2.1.2.a) below.

Appointments which follow a fixed-term appointment of at least three months of service shall not be subject to a probationary period except where the appointment is to a position different to that held under the previous contract.

- 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 Salary payment

3.1.1 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.

A statement of earnings (salary, allowances, etc.), deductions and the resultant net amount payable will be sent to members of staff on or shortly before pay day.

3.1.2 Where there is a need for pro-rata calculations to be made (e.g. in the case of members of staff who take up their appointment on a date other than the start of a month), a standard 30-day month will be used. In such cases, the member of staff will receive payment for the number of calendar days from his/her date of appointment to the last day of the month.

3.2 Entitlement to the payment of allowances by the ECB

3.2.1 Members of staff shall furnish evidence of their entitlement to allowances prior to any payment being made by the ECB. They shall inform the ECB without delay of any change in their circumstances which might affect their entitlements.

3.2.2 For serving members of staff, entitlement to the allowances will take effect from the beginning of the month in which the entitlement commences.

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

3.2.3 Deductions in respect of the receipt of child allowance from another source will not affect the calculation of the member of staff's expatriation allowance or the calculation of the member of staff's tax liability.

3.2.4 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.

3.3 Recognition of non-marital partners

3.3.1 Non-marital partnerships are 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 acknowledging their status as non marital partners;
 - 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;
 - gives evidence that they are recognised as non marital partners by the Central Bank of a Member State of the European Union from which one or both partners is/are seconded; or
 - produces documentation showing to the satisfaction of the ECB that they have cohabited and formed a household for at least the last two years and continue to do so currently.
- d) A written request for recognition as partners must be submitted to the Directorate Personnel, together with the supporting documentation indicated under c) above.

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

3.3.3 The dissolution of the partnership must be notified immediately in writing to the Directorate Personnel.

3.4 Household allowance

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

3.4.1 “Gross annual income” means any form of remuneration (salary, wages, pension, fees, royalties or any other equivalent income) and any allowances or benefits with the exception of payments representing reimbursement of expenses.

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

3.4.2 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.

3.4.3 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 is paid. If the annual income turns out to be higher than the limit, allowance paid in excess for that calendar year shall be refunded to the ECB.

3.4.4 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.

3.4.5 A member of staff who is widowed, divorced, legally separated or unmarried shall be entitled to the household allowance if he/she has dependent children residing in his/her household for at least half of the time. 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.

3.5 Child allowance

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

3.5.1 "Dependent child" means

- 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.

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

- i) does not have a personal gross annual income (as defined in Article 3.4.1) in excess of DEM 15,668; and
- ii) is not on military or alternative service.

3.5.2 Not more than one child allowance shall be paid in respect of any one dependent child.

3.5.3 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 and confirmation by the Directorate Personnel, 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 Articles 3.7.1 and 3.7.2.)

The allowance may be extended until the end of the month in which the child is 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 following the month in which studies are completed;
 - at the end of the month in which studies are completed if the child begins paid employment immediately (i.e. within the same calendar month);
 - at the end of the month in which the child ceases his/her studies before completion of the course; or
 - when the child reaches the age of 30;
- 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 Officer and shall cease when the Medical Officer confirms that the serious illness or disability no longer exists.

3.5.4 On confirmation by the ECB's Medical Officer 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 Officer, who shall confirm to the Directorate Personnel 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 Officer is permitted to examine and re-examine the child, to refer the child for a specialist opinion if required and to ask the member of staff's doctor for relevant information. The ECB's Medical Officer should 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 Officer and the member of staff's doctor, a qualified specialist shall be appointed as arbitrator by mutual agreement between the parties. His decision shall be final.

ECB-PUBLIC

3.5.5 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.

3.5.6 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 Personnel.

3.6 Expatriation allowance

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

3.6.1 In determining a member of staff's entitlement to an expatriation allowance, the following 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;
- b) periods of 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.

3.6.2 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 non-military service, training periods, holidays, etc.

3.6.3 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.

3.7 Education allowance

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

3.7.1 Regular full-time attendance at an educational establishment means:

- a) educational 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 one 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.

Day-care centres or similar facilities or provisions do not qualify as educational establishments.

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

- a) in the case of pre-primary, primary and secondary education, a certificate of registration to be provided once each academic year or an invoice for tuition or registration fees;
- b) in the case of university education, a certificate of registration to be provided for each academic term, semester or year, as appropriate;
- c) in the case of other educational or vocational training, a certificate of registration confirming that the requirements of Article 3.7.1 are met, to be provided for each academic term, semester or year, as appropriate. A contract of vocational training must be provided where relevant;
- d) in the case of professional training, a certificate from the appropriate authority confirming that the requirements of Article 3.7.1 are met.

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

3.7.3 International schools within the Frankfurt area shall be recognised by the ECB on condition that:

- a) at least 50% of the lessons are given in an official language of the European Union other than German; and
- b) they include a full programme of primary and secondary education.

3.7.4 International educational establishments which do not meet all those conditions may be recognised on a case by case basis on application to the Directorate Personnel.

3.7.5 "Tuition fees" means mandatory fees charged for attendance at an educational establishment, e.g.:

- a) 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;

-
- b) additional fees charged separately by the educational establishment for specific lessons on production of evidence that such lessons are a mandatory part of the school educational programme;
 - c) fees for study stays organised by the educational establishment on school attendance days on production of evidence that such stays are a mandatory part of the school educational programme;
- 3.7.6 “Boarding fees” means mandatory fees charged by educational establishments for board and lodging or for lodging only.
- 3.7.7 “Prescribed books” means books and texts of which the mandatory nature in respect of studies undertaken is certified by the education establishment.
- 3.7.8 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.
- 3.7.9 The education allowance will be paid to the member of staff on production of a detailed invoice and proof of payment to the school. Members of staff may request that the education allowance be paid directly to the school in respect of the annual fees; this shall be done on production of the annual invoice.
- 3.7.10 Where the allowance is stated as a monthly limit, the annual limit will be twelve times this amount.
- 3.7.11 When entitlement to the education allowance is for only a part of the academic year, the actual academic year is used to calculate the prorated entitlement.
- 3.7.12 Where both parents are members of staff, they shall designate to whom the allowance is to be paid. 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 with the Directorate Personnel a common request for payment to one of them.
- 3.7.13 Entitlement to the allowance ceases as laid down in Article 3.5.2.
- 3.7.14 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.

PART 4 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE

4.1 Entitlement

Members of staff shall be entitled to benefits on appointment if

- a) their place of appointment is Frankfurt; and
- b) their place of recruitment is outside the Rhine-Main region; and
- c) their request to relocate within the Rhine-Main region is approved prior to their date of appointment by the Directorate Personnel.

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

4.2 Travel expenses

The provisions of Article 22(a) of the Conditions of Employment are applied as follows:

4.2.1 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.

4.2.2 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 DM 0.60 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 Personnel Development Division. The terms of reimbursement shall be determined on a case by case basis.

4.2.3 Claims in respect of travel expenses must be made on the form "Reimbursement of travel expenses on appointment or termination of service". The form shall be signed by the member of staff and sent to the Personnel Development Division, 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.

- 4.2.4 Hotel accommodation shall be reimbursed only if prior approval, which will be granted on the basis of necessity, has been received from the Personnel Development Division.
- 4.2.5 All other expenses (e.g. meals, out-of-pocket expenses) are met by a lump-sum payment as follows:
- a) member of staff: DEM 180
 - b) spouse or recognised partner: DEM 180
 - c) dependent child: DEM 90.

4.3 Removal expenses

The provisions of Article 22(a) of the Conditions of Employment are applied as follows:

- 4.3.1 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.
- 4.3.2 Removals may be arranged by members of staff themselves or, on request, through the Office Services & Security Division, which will specify the information required and the procedure to be followed.

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

The Office Services & Security 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 & Security Division on application.

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

4.3.3 Entitlement to reimbursement of removal expenses on appointment will only be considered when the probationary period has been satisfactorily completed.

4.3.4 For Members of staff who resettle outside the EU reimbursement is limited to the removal/travel to the point of the EU closest to their destination.

4.4 Provisional accommodation and subsistence allowance

The provisions of Article 22(b) of the Conditions of Employment are applied as follows:

4.4.1 On request, provisional accommodation will be provided by the ECB for new members of staff for a period of up to 90 days or for the period of probation, whichever is longer. The accommodation provided will be suitable for single occupancy.

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

Members of staff shall receive a daily subsistence allowance of DM 60 while in provisional accommodation. This allowance will be increased by DM 40 per day for each member of their household (spouse/child) accompanying them.

4.4.2 Members of staff may choose to make their own arrangements for provisional accommodation. In such cases, they shall be granted a subsistence allowance of DM 180 per day, which will be increased by DM 40 per day for each member of their household accompanying them, for a period of up to 90 days or for the period of probation, whichever is longer.

Where members of staff are staying in provisional accommodation which has not been provided by the ECB, the address of such accommodation must be given to the Personnel Policy Division.

4.4.3 Members of staff who, having accepted provisional accommodation provided by the ECB, change to provisional accommodation of another nature shall continue to receive a subsistence allowance of DEM 60 per day.

4.4.4 In no case shall the daily subsistence allowance be paid beyond the date on which the member of staff has moved to his/her new permanent place of residence.

4.4.5 Members of staff already settled in permanent accommodation either before or on their appointment to the ECB are not entitled to payment of the subsistence allowance. Should the provisional accommodation become permanent, it will be deemed to have been so from the date on which the member of staff moved in and any subsistence allowance paid in respect of this accommodation will be recouped by the ECB.

- 4.4.6 Where both spouses or recognised partners work for the ECB, they shall be treated as a single household for the purposes of calculating the appropriate subsistence allowance.

4.5 Installation allowance

The provisions of Article 22(c) of the Conditions of Employment are applied as follows:

- 4.5.1 An advance of 80% of the installation allowance may be paid to the member of staff on production of a duly signed rental contract for permanent accommodation.

The remainder of the installation allowance shall be paid on production of documents establishing the fact that the member of staff has settled at his/her permanent place of residence.

Members of staff who have received an installation allowance and who leave the service of the ECB within one year from the date of entering shall, on leaving the service, refund part of the allowance, in proportion to the unexpired portion of that one year period.

4.6 Resettlement allowance

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

- 4.6.1 Members of staff will be entitled to a resettlement allowance on completion of their contract or after two years service, whichever is the sooner.

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.

- 4.6.2 Resettlement must take place within one year of leaving the service of the ECB.

- 4.6.3 Prior to the payment of the allowance by the ECB, confirmation of resettlement must be received together with confirmation that the member of staff has not or will not receive an allowance of a similar nature from another source.

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 two months in advance to the relevant Director/Director General 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/Director General or his/her representative to the Directorate Personnel, authorisation to work part-time shall be granted for a minimum period of six months and a maximum of one year. 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.

Leave entitlement shall be calculated on a pro-rata basis and rounded up to the nearest half day.

5.2.3 If members of staff working part-time are required to work overtime and they are entitled to compensation, this will be calculated at the standard hourly rate until they have worked the standard eight-hour day. Overtime rates shall apply only when more than eight hours have been worked per day. However, all weekend and public holiday working shall be considered overtime and the member of staff compensated accordingly (see Article 5.3 below).

5.2.4 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 and the contributions calculated on the basis of the full basic salary. If a member of staff can be covered for medical insurance in another way (e.g. under his/her spouse's insurance), he/she will be allowed to opt out of the ECB scheme.

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 at the member of staff's normal workplace in excess of eight hours during a working day excluding lunch, i.e. overtime starts nine hours - eight working hours and one lunch hour - after commencement of work. Where the lunch break has to be curtailed for very urgent business reasons, an adequate break should be provided later in the day.
- Work carried out at the member of staff's normal workplace on Saturdays, Sundays and public holidays.

Working hours within agreed rostered shiftwork do not qualify for overtime.

5.3.2 Overtime may only be worked when approved in advance by the Director/Director General 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 In calculating compensation, overtime worked is rounded to the nearest quarter of an hour.

5.3.6 If compensatory leave for overtime cannot be granted before the end of the following month and this is approved by the Director/Director General or his/her representative, members of staff shall 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 paid in the month preceding that of payment.

5.3.8 Details of payable overtime, shiftwork and on-call hours are to be communicated to the Directorate Personnel 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 preceding that of payment, 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 DEM 50 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/Director General or his/her representative and shall be paid from the travel budget of the relevant Director/Director General. A receipt for the taxi fare shall be attached to the claim form submitted by the member of staff.

5.5 Shiftwork duties

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

5.5.1 Members of staff required to perform agreed rostered shiftwork duties during inconvenient hours shall be entitled to a shiftwork premium. Inconvenient hours are hours before 7 a.m. and after 7 p.m. on working days and all hours on Saturdays, Sundays and public holidays.

The hourly premium shall be equal to 25% (working day) or 50% (Saturdays, Sundays and public holidays) of the standard hourly rate.

5.5.2 Hours worked in addition to rostered shiftwork duties shall be considered as overtime. No shiftwork premium shall be paid in respect of working hours subject to overtime compensation.

5.6 On-call duties

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

5.6.1 Members of staff who are required to perform agreed rostered on-call duties shall be entitled to an on-call allowance. The hourly allowance shall be equal to

5% (working days) or 10% (Saturdays, Sundays and public holidays) of the standard hourly rate.

- 5.6.2 Alerted hours during rostered 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 is added to this overtime. Travel expenses incurred shall be reimbursed. No on-call allowance shall be paid in respect of alerted hours subject 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 allowance is 2½ days per month. If a full month is not worked, the allowance is proportional and rounded up to the nearest half day.

- 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 Personnel.

- 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/Director General or his/her representative. A claim for reimbursement of unavoidable costs incurred by the member of staff signed and approved by the Director/Director General or his/her representative, shall be submitted to the Directorate Personnel.

- 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/Director General 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 settling the amount of annual leave outstanding or overtaken, a standard 30-day month will be used in calculations and one day's annual leave will 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
• Carnival Tuesday (½ day)	date varies
• 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 Eve	24 December
• Christmas Day	25 December
• Boxing Day	26 December
• New Year's Eve	31 December

5.9 Maternity and adoptive leave

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

- 5.9.1 A medical certificate, indicating the expected date of confinement, must be sent to the Directorate Personnel, which will 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 ten and thirteen 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 sixteen weeks.
- 5.9.4 Normal remuneration and benefits shall be paid during maternity leave.

5.8.5 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.

5.9.6 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(b) of the Conditions of Employment will be applied as follows:

5.10.1 On application to the Director/Director General 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: 2 days
- of a relative (parent, brother, sister, grandparent, grandchild, parent-in-law): 1 day

b) Death

- of spouse or recognised partner: 4 days
- of a child: 4 days
- of a relative (parent, brother, sister, grandparent, grandchild, parent-in-law): 2 days

c) Birth or adoption of a child: 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/Director General or his/her representative, special leave in the event of illness of spouse, recognised partner or dependent child (up to 18 years of age) will be granted by the Director Personnel as shown below.

a) Illness of a dependent child

If the member of staff is a single parent taking care of his/her child(ren) or if both parents are in full-time employment, the member of staff shall be granted up to five days per annum for each dependent child.

b) Illness of the spouse or recognised partner

If, because of illness, the spouse or recognised partner is unable to continue to take care of the child(ren), the member of staff shall be granted up to five days per annum.

Such leave can only be granted after the member of staff has taken two days annual leave corresponding to two days of the period of illness indicated in the medical certificate. The days of special leave do not have to be taken consecutively but can be taken as required.

5.10.3 Members of staff may apply through their Director/Director General or his/her representative for special leave to be granted by the Director Personnel 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.

5.10.4 Special leave for other reasons may be approved by the Director Personnel 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 Personnel 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's medical and dental plan and accident insurance, provided that during the leave they pay their personal contributions, which will be calculated on the basis of their last basic salary payment. Alternatively, they have the right to opt out of the medical and dental plan and accident insurance, if they choose.
- 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/Director General or his/her representative to the Director Personnel 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 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 towards the cost of this insurance.

Contributions shall be initially calculated on the last full basic salary before unpaid leave starts, and may, where appropriate, be increased in line with salary progression.

- 5.12.5 The member of staff and the Directorate Personnel 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 are 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 No medical certificate is required in the event of absence of up to two consecutive working days.

A medical certificate is required:

- for absence of longer than two consecutive working days;
- in the event of extended sick leave; or
- in the event of illness or accident during annual leave.

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 must be sent to the member of staff's immediate manager as soon as possible. If the absence is likely to be longer than one week, the medical certificate must be posted. It will be forwarded to the Directorate Personnel and kept in the personal file of the member of staff.

If the sick leave is extended the member of staff's immediate manager should be informed before the expiry date of the previous certificate.

5.13.3 Members of staff must report to their immediate manager or his/her representative 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 Officer.

5.13.4 A member of staff may consult the ECB's Medical Officer at any time during his/her absence. The ECB may refer members of staff to the Medical Officer at any time and members of staff must make themselves available for a house call by the Medical Officer. The Medical Officer 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.

- 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 DEM 15,000 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 Personnel, together with medical evidence in a sealed envelope addressed to the ECB's Medical Officer.

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 Personnel 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, there 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 Disability Pension

7.2 Disputes procedure
(For development)

ECB-PUBLIC

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 Where an issue lies primarily within the responsibility of the Director/Director General of the member of staff concerned, he/she shall in the first instance raise the issue with his/her Head of Division. If the issue is not satisfactorily resolved within one month, the member of staff may raise the matter with his/her Director/Director General. However, if the member of staff does not wish to raise the matter with his/her immediate manager, he/she may raise the matter directly with his/her Director/Director General.
- 8.1.2 Where an issue lies primarily within the responsibility of the Directorate Personnel, the member of staff shall in the first instance raise the issue with the Director Personnel. If the issue is not satisfactorily resolved within one month, the member of staff may raise the matter directly with the Director General of Administration & Personnel. However, if the member of staff does not wish to raise the matter with the Director Personnel, he/she may raise the matter directly with the Director General of Administration & Personnel.
- 8.1.3 The Director/Director General concerned shall notify the member of staff of his/her reasoned decision in writing within one month from the date on which the request was referred to him/her.
- 8.1.4 A member of staff who remains dissatisfied following the administrative review procedure or who has not received an answer within one month from the Director/Director General concerned may use the grievance procedure set forth below.
- 8.1.5 A member of staff wishing to seek redress under the grievance procedure shall submit to the President a memorandum concerning the grievance, together with any relevant documents, within two months from the date on which
- a) the final decision taken under the administrative review procedure giving rise to the grievance is notified to the member of staff; or
 - b) the period of one month from the request to the Director/Director General expires without such a decision having been taken,

The memorandum should clearly state the reasons for challenging the decision and the relief sought.

The President (or in his/her absence the Vice-President, or when both are absent, another member of the Executive Board) shall respond in writing to the member of staff within one month.

8.1.6 The submission of a grievance 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 decision, or any action pursuant to that decision, may be suspended by the President in appropriate cases.

8.1.7 Every member of staff shall be entitled to seek the assistance of a Staff Representative in the event of a dispute of an individual nature being pursued under the administrative review or grievance procedures.

8.2 Appeals to the Court of Justice of the European Union

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 Community shall be filed within two months. This period shall begin:

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

8.3 Suspension from duties

The provisions of Article 44 of the Conditions of Employment are applied as follows:

8.3.1 In the event of the full basic salary being reduced during a period of suspension, the member of staff's contributions to the ECB's medical and dental plan and accident insurance will be based on his/her full basic salary.

8.3.2 When the Executive Board decides to dismiss a member of staff the dismissal shall take effect from the day of suspension. The member of staff concerned shall retain such amounts as have been paid to him/her during the suspension period.

PART 9 STAFF REPRESENTATION

9.1 General provisions

The provisions of Article 45 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. Members of staff who have been employed at the ECB for at least three months may stand for election.
- 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 a special election which shall take place no later than six weeks after the expiration of the said term of office.

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 (see Article 9.4 below) 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 45 and 46 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 49 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 45 of the Conditions of Employment are applied as follows:

- 9.4.1 Election of Staff Representatives shall be organised by an Election Committee. Members of the Election Committee may not stand as candidates.
- 9.4.2 The Election Committee shall be appointed by the Staff Committee after consultation of the Executive Board of the ECB. (In the absence of the ECB Staff Committee the EMI Staff Committee shall appoint the Election Committee.)
- 9.4.3 Each Election Committee shall have a Secretary appointed by the Staff Committee. (In the absence of the ECB Staff Committee the EMI Staff Committee shall appoint the Secretary)
- 9.4.4 Election Committee shall be dissolved as soon as the official report referred to in Article 9.4.12 below has been sent to the staff.
- 9.4.5 General elections shall be held to elect the Staff Committee as a whole and special elections shall be held to elect individual Staff Representatives to replace those whose term of office has expired pursuant to Article 9.1.2 above. In either case elections shall be held on one day.
- 9.4.6 All members of staff shall be informed in writing at least four weeks in advance of the day on which an election is to be held.
- 9.4.7 Candidatures for the position of Staff Representative shall be sent in writing to the Secretary of the Election Committee and must have been received at the latest by the close of business on the working day preceding the two-week period before the election day.
- 9.4.8 Members of staff who have been employed by the ECB for at least three months shall be eligible to vote in the election of Staff Representatives.
- 9.4.9 Each member of staff eligible to vote shall have the right to cast as many votes as there are Staff Representatives to be elected.
- 9.4.10 In the case of their absence from the ECB at the time of the elections, electors shall have the right, at their request, to receive ballot papers from the Secretary of the Election Committee during the two weeks preceding the election day. Their votes must have been received by the Secretary of the Election Committee before the end of the elections.
- 9.4.11 An official report of the election proceedings shall be drawn up and signed by the Secretary of the Election Committee. This report shall be sent to members of staff within three working days of the election day in order to inform them of the results of the election.

-
- 9.4.12 The candidate(s) receiving the highest number of votes shall be elected. If a candidate refuses election, the candidate receiving the next highest number of votes shall, subject to the candidate's agreement, be elected Staff Representative. If an equal number of votes is cast for two candidates, lots shall be drawn.

ECB-PUBLIC