

*European Central Bank*

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# **Conditions of Employment for Staff of the European Central Bank**

## **Annex IIb**

### **Conditions of Short-Term Employment**

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Directorate General Human Resources, Budget and Organisation

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# **Conditions of Employment for Staff of the European Central Bank**

## **Annex IIb Conditions of Short-Term Employment**

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## **PART 1 GENERAL PROVISIONS**

1. (a) For the purposes of these Conditions of Short-Term Employment, a “short-term contract employee” of the European Central Bank (hereinafter referred to as the ECB) shall mean any person who has countersigned an employment contract appointing him/her for a period of less than one year to a position within the ECB and who has taken up his/her appointment.
- (b) A “short-term contract employee” shall also mean any person who is appointed to a position or who has, and continues to have, for the duration of the assignment at the ECB, an employment contract with (i) a national central bank of the ESCB, (ii) any other employer performing central banking tasks; or (iii) an international governmental organisation, and for the duration of their assignment to the ECB entered into an employment contract with the ECB. Such employment contract appointing a short-term contract employee to the ESCB/IO programme shall be limited to a maximum period of 24 months, including any extension.

International governmental organisations are defined as non-profit organisations which are created or recognised by States or by organisations which themselves were created by States and are entrusted with the performance of tasks in the public interest.

2. To ensure the ECB’s independence and impartiality and to safeguard its reputation, short-term contract employees shall comply with the provisions of the ECB’s ethics framework as laid down in the European Central Bank Staff Rules.
- 10(a) All rights in respect of any writings, inventions or other works produced by short-term contract employees in the performance of their duties shall automatically be vested in the ECB, except for any moral rights. The Executive Board may authorise short-term contract employees to exercise specific rights relating to writings, inventions or works produced by them for their own benefit
11. Short-term contract employees shall not be liable for any damages caused to the ECB or to third parties because of or in the due performance of their respective functions, unless such damages are due to gross negligence or wilful misconduct.
12. The ECB shall keep a personal file for each short-term contract employee. The regime applicable to these files is defined in the Rules for Short-Term Employment in accordance with the principles set out in Commission Recommendation 81/679/EEC of 29 July 1981 relating to the Council of Europe Convention for the protection of individuals with regard to automatic processing of personal data and Directive 95/46/EC of the European Parliament and of the

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Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

13. The right to strike shall be subject to prior written notice from the organising body and to the maintenance of such minimum services as may be required by the Executive Board. The Rules for Short-Term Employment shall further specify these limitations.

## **PART 2 EMPLOYMENT RELATIONS**

14. Employment relations between the ECB and its short-term contract employees shall be governed by employment contracts issued in conjunction with these Conditions of Short-Term Employment. The Rules for Short-Term Employment adopted by the Executive Board shall further specify the application of these Conditions of Short-Term Employment.
  - a. Employment with the ECB shall be subject to security clearance.
15. No specific national law governs these Conditions of Short-Term Employment. The ECB shall apply (i) the general principles of law common to the Member States, (ii) the general principles of European Community (EC) law, and (iii) the rules contained in the EC Regulations and Directives concerning social policy which are addressed to Member States. Whenever necessary, these legal instruments will be implemented by the ECB. EC Recommendations in the area of social policy will be given due consideration. In interpreting the rights and obligations under the present Conditions of Short-Term Employment, due regard shall be shown for the authoritative principles of the regulations, rules and case law which apply to the staff of the EC institutions.

The ECB shall provide to its short-term contract employees a workplace which complies with health and safety standards at least equivalent to the minimum requirements under Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work and the individual Directives adopted on the basis of Article 16 thereof. In interpreting the rights and obligations under these Directives, due regard shall be shown for the legal acts transposing them into German law, a list of which shall be made available by DG-H, to the extent that the ECB has not adopted its own rules and that such application is without prejudice to the legislative powers accorded to the Governing Council and the Executive Board and the ECB's independence as guaranteed by the Headquarters Agreement and the Protocol on Privileges and Immunities.

16. The period of notice to be given by the ECB if services are terminated before the term of the contract (except in case of gross misconduct) and to be given by a short-term contract employee if he/she wishes to leave the ECB shall be one month. If the services are terminated by the ECB, the reasons for such a termination will be communicated to the short-term contract employee.

### **PART 3 SALARY AND TAXATION**

17. The salary paid to a short-term contract employee shall be stipulated in the letter of appointment. Employment contracts between the ECB and its short-term contract employees shall take the form of letters of appointment which shall be countersigned by the short-term contract employee. The letters of appointment shall specify the terms of employment as required by Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment relationship. Unless stated otherwise, the place of work shall be Frankfurt am Main.
18. This salary shall be subject to review in accordance with the general salary adjustments relating to members of staff of the ECB.
19. In accordance with the Protocol on the Privileges and Immunities of the European Communities and Council Regulation No. 260/68 of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities as amended by Council Regulation No. 1197/98 of 5 June 1998, short-term contract employees of the ECB shall be subject to the tax for the benefit of the European Communities with regard to salaries, wages and emoluments paid by the ECB.

### **PART 4 TRAVEL ALLOWANCE**

20. A short-term contract employee for whom the ECB has agreed temporary relocation shall be entitled to a travel allowance for every full month of service for the duration of his/her contract. Calculated on the basis of the short-term contract employee's place of residence, this allowance shall be as follows:
  - Up to 500 km: EUR 339
  - Between 500 and 1,500 km: EUR 671
  - Over 1,500 km: EUR 1003

### **PART 5 BENEFITS ON APPOINTMENT AND TERMINATION OF SERVICE**

21. A short-term contract employee for whom the ECB has agreed a temporary relocation shall be:
  - (a) reimbursed for travel expenses on taking up appointment;

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- (b) provided with temporary accommodation; and
22. A short-term contract employee for whom the ECB has agreed a temporary relocation shall be entitled to reimbursement for travel expenses to his/her place of residence on termination of service.

## **PART 6 WORKING HOURS AND LEAVE**

23. The standard working week shall be forty hours excluding lunch breaks, unless otherwise agreed.
- (a) Under the conditions laid down in the Rules for Short-Term Employment, short-term contract employees may be allowed to work part-time. The entitlements of short-term contract employees working part-time shall be prorated in line with their working time.
24. (a) Short-term contract employees may be required to work overtime in cases of urgency or exceptional pressure of work.
- (b) Compensation shall be granted to short-term contract employees with a basic salary up to step 59 of salary band E as follows:
    - (i) one hour for each hour of overtime worked in excess of the applicable working hours for part-time work up to and including the 40th hour per week,
    - (ii) one hour and a half for each hour of overtime worked after a standard 40-hour week,
    - (iii) two hours for each hour of overtime worked after a standard eight-hour working day if the excess is more than six hours per day,
    - (iv) two hours for each hour of overtime worked on Saturdays, Sundays and public holidays.
25. Short-term contract employees required to carry out shift-work duties or on-call duties shall be granted an allowance under the conditions laid down in the Rules for Short-Term Employment.
26. Short-term contract employees shall be entitled to 20.3 hours of paid leave per month. Public holidays observed by the ECB shall be additional to this leave entitlement.
27. Short-term contract employees shall be entitled to:
- (i) Paid maternity leave of twenty weeks;
  - (ii) in the event of multiple birth an additional four weeks of paid leave;
  - (iii) special leave for personal or family reasons in the event of the marriage of the short-term contract employee or of a relative, death of a relative, birth or adoption of a child,

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compliance with legal duties or other special cases. Travelling time shall also be granted where relevant.

Remuneration shall not be paid beyond the term of the contract.

28. Short-term contract employees who provide evidence of incapacity to carry out their duties because of illness or accident shall be granted paid sick leave. Remuneration shall not be paid beyond the term of the contract.

## **PART 7 SOCIAL SECURITY**

29. Unless short-term contract employees provide evidence that they are otherwise covered against medical expenses – in which case joining the ECB’s medical and dental plan is voluntary – a mandatory and contributory medical benefits and dental plan shall provide short-term contract employees, their dependent spouses and their dependent children with comprehensive cover against medical and dental expenses. Short-term contract employees shall contribute one-third of the cost of this plan.
30. The ECB shall provide short-term contract employees with full cover against medical and dental expenses incurred as a result of an accident at work or an occupational disease.
31. A mandatory and contributory accident insurance scheme shall provide short-term contract employees with comprehensive twenty-four-hour world-wide cover against accidents. Short-term contract employees shall contribute one third of the costs of this insurance.

## **PART 8 APPEALS AND DISCIPLINARY PROCEDURES**

32. Short-term contract employees may ask for an administrative review of decisions taken in their individual cases, using the procedure laid down in Part 7 of the Rules for Short-term Employment. Short-term contract employees who remain dissatisfied following the administrative review procedure may use the grievance procedure laid down in Part 7 of the Rules for Short-term Employment.

Such procedures may not be used to challenge any of the following:

- (i) a Governing Council decision or any ECB policy, including any policy laid down in these Conditions of Short-Term Employment or in the Rules for Short-term Employment;
- (ii) a decision for which special appeals procedures exist;
- (iii) a decision to initiate an internal administrative inquiry and/or disciplinary proceedings;

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- (iv) a decision by the Executive Board, or the member of the Executive Board to whom the Directorate General Human Resources, Budget and Organisation reports, that imposes a disciplinary measure.

Disciplinary measures may only be challenged by means of the special appeals procedure laid down in the Rules for Short-term Employment.

33. After all available internal procedures have been exhausted, the Court of Justice of the European Communities shall have jurisdiction in any dispute between the ECB and a short-term contract employee.

Such jurisdiction shall be restricted to the legality of the measure or decision, unless the dispute is of a financial nature, in which case the Court of Justice of the European Communities shall have unlimited jurisdiction.

34. Articles 32 and 33 shall apply by analogy to former short-term contract employees to whom these Conditions of Short-Term Employment apply.

35. The following disciplinary measures may be taken, as appropriate, against short-term contract employees or former short-term contract employees to whom these Conditions of Short-Term Employment apply who, whether intentionally or through their negligence, breach their professional duties:

- (i) the Director General Human Resources, Budget and Organisation or their Deputy Director General (for short-term contract employees in salary bands A to J), or the member of the Executive Board to whom the Directorate Human Resources, Budget and Organisation reports (for short-term contract employees in salary bands K to L), may impose any of the following:

- a written warning,
- a written reprimand;

- (ii) in addition, the Executive Board may impose any of the following:

- a temporary reduction in salary,
- a permanent reduction in salary,
- demotion with a corresponding change in the employment position of the member of staff within the organisation,
- dismissal with or without notice.

36. Disciplinary measures shall be proportional to the seriousness of the breach of professional duties and shall state the grounds on which they are based. To determine the seriousness of the breach of professional duties and the disciplinary measure to be imposed, account shall be taken in particular of:



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- the nature of the breach of professional duties and the circumstances in which it occurred,
  - the extent to which the misconduct adversely affects the ECB's integrity, reputation or interests,
  - the extent to which the misconduct involves intentional actions or negligence,
  - the motives of the short-term contract employee's breach of professional duties,
  - the short-term contract employee's grade and seniority,
  - the degree of the short-term contract employee's responsibility,
  - whether the breach of professional duties involves repeated action or behaviour,
  - the conduct of the short-term contract employee throughout the course of their contract.

Disciplinary measures shall be adopted in accordance with the procedure laid down in the Rules for Short-term Employment. The said procedure shall ensure that no short-term contract employee or former short-term contract employee to whom these Conditions of Short-Term Employment apply may be subjected to a disciplinary measure without first being offered an opportunity to reply to the relevant charges. A single case of breach of professional duties shall not give rise to more than one disciplinary measure.

37. The Executive Board may suspend a short-term contract employee against whom an allegation of serious breach of professional duties has been made immediately after they have been heard, save in exceptional circumstances.

The decision shall specify whether the ECB will continue to pay their full basic salary during the period of suspension or whether to withhold a part thereof. In the latter case, the part withheld shall not be more than half of the short-term contract employee's basic salary and the short-term contract employee's income may not be less than the basic salary of a member of staff in salary band A at step 1 with the addition of any family allowances payable.

If within four months from the suspension no final decision has been taken, or no measure other than a written warning or written reprimand has been taken, the ECB shall reimburse the short-term contract employee the amount of salary withheld.

38. If the Executive Board or the Director General Human Resources, Budget and Organisation or their Deputy Director General decides to close the case without imposing a disciplinary measure, the short-term contract employee may request that the ECB make good the damage that they have suffered through suitable publicity of such decision. Where new facts supported by relevant evidence come to light, the Executive Board may reopen disciplinary proceedings on its own initiative or on application by the short-term contract employee concerned.

**PART 9 REPRESENTATION OF SHORT-TERM CONTRACT EMPLOYEES**

39. The Staff Committee shall represent the general interests of short-term contract employees in relation to contracts of employment; staff regulations and remuneration; employment, working, health and safety conditions at the ECB; and social security cover.
40. The Staff Committee shall be consulted prior to changes in these Conditions of Short-Term Employment, the Rules for Short-Term Employment and related matters as defined under Article 39 above.
41. In the event of a dispute of an individual nature, a short-term contract employee shall be entitled to seek the assistance of a Staff Representative with internal procedures.