



EUROPEAN CENTRAL BANK

EUROSYSTEM

ECB-UNRESTRICTED

**DECISION OF THE EUROPEAN CENTRAL BANK**  
**of 17 May 2017**  
**amending the European Central Bank Staff Rules**  
**as regards support for a voluntary transition to a career outside the European Central Bank**  
**(ECB/2017/NP19)**

THE EXECUTIVE BOARD OF THE EUROPEAN CENTRAL BANK,

Having regard to the Treaty on the Functioning of the European Union,

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

Having regard to Decision ECB/2004/2 of the European Central Bank of 19 February 2004 adopting the Rules of Procedure of the European Central Bank<sup>1</sup>, and in particular Article 21.3 thereof,

Having regard to the opinion of the Staff Committee,

Whereas:

- (1) In accordance with Article 11(e) of the Conditions of Employment of the European Central Bank (hereinafter the 'Conditions of Employment') the European Central Bank Staff Rules (hereinafter the 'Staff Rules') should define the eligibility, rules and procedures for obtaining support for a voluntary transition to a career outside the European Central Bank (ECB).
- (2) A Career Transition Support (CTS) scheme to facilitate voluntary transition to a career outside the ECB was offered to eligible permanent ECB staff members from 2 January 2013 to 31 December 2014 and was evaluated as successful since it contributed to an increased turnover among permanent staff and fostered internal mobility.
- (3) In the interest of fostering operational excellence of the ECB, an increased turnover among permanent staff and more opportunities for internal mobility, a new CTS scheme is to be offered provided that such support in individual cases is compatible with the interest of the service, as determined by the Executive Board also in the exercise of its managing direction powers, in view of considerations such as: the past career progression of a member of staff, taking into account their years of service at the ECB, in particular the number of years completed in the current salary band; the documented level of professional contribution of the member of staff in comparison to holders of similar positions within the same business area or, where applicable, within the ECB; the age of

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<sup>1</sup> OJ L 80, 18.3.2004, p. 33.

the staff member in view of easing the ECB's demographic challenge; or, in the case of members of staff in I salary band and above, the benefit the ECB would obtain from freeing positions occupied by such members of staff in particular business areas,

HAS ADOPTED THIS DECISION:

*Article 1*

**Amendments to the Staff Rules**

The Staff Rules are amended as follows:

1. Article 2.3 is deleted;
2. Article 5.10.8 is deleted;
3. the first paragraph of Article 5.12.2 is replaced by the following:  
'Members of staff may, at their request, be granted unpaid leave on personal grounds provided that:
  - (a) the ECB's business is not unduly affected;
  - (b) such unpaid leave does not conflict with the ECB's legitimate interests, in particular that the activities to be undertaken by the member of staff during such leave do not give rise or are not perceived to give rise to a conflict of interest.';
4. the second paragraph of Article 5.12.6 is replaced by the following:  
'Members of staff who have been granted unpaid leave may, not later than two weeks before the leave commences, apply to remain covered for the entire duration of their unpaid leave under the medical benefits and dental plan as provided for in Article 33 of the Conditions of Employment and under the accident insurance for non-work related accidents as provided for in Article 34(b) of the Conditions of Employment.';
5. the Annex to this Decision is added as Annex V.

*Article 2*

**Entry into force**

This Decision shall enter into force on 1 July 2017.

Done at Frankfurt am Main, 17 May 2017.

[Signed]

*The President of the ECB*

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The following Annex is added to the Staff Rules:

### **‘Annex V**

#### **Temporary scheme pursuant to Article 11(e) of the Conditions of Employment**

##### **Article 1: Scope**

- 1.1 This Annex implements Article 11(e) of the Conditions of Employment of the European Central Bank (hereinafter the “Conditions of Employment”) with regard to an expression of interest received between 1 July 2017 and 31 October 2017 for support for a voluntary transition to a career outside the ECB, the selection of an interested member of staff by the Executive Board and any participation in the Career Transition Support (CTS) scheme as a result thereof.
- 1.2 Entitlements to financial support for a transition to a career outside the ECB acquired by former members of staff in accordance with Decision ECB/2012/NP18 and the obligations of former members of staff that have arisen as a result of that Decision shall continue to apply.

##### **Article 2: Definitions**

For the purposes of this Annex the following definitions apply:

- 2.1 “Career Transition Support” or “CTS” means support for a voluntary transition to a career outside the ECB.
- 2.2 “CTS participant” means an interested member of staff who has been selected by the Executive Board to participate in the CTS scheme and signed a termination agreement.
- 2.3 “CTS scheme” means the temporary scheme provided for in this Annex.
- 2.4 “Date of effective termination” means the date on which the employment relationship between the ECB and the CTS participant is terminated as specified in the termination agreement.
- 2.5 “Date of expiry” means the last day for submitting an expression of interest and is 31 October 2017.
- 2.6 “Date of launch” means the first day for submitting an expression of interest and is 1 July 2017.
- 2.7 “Eligible members of staff” means members of staff who satisfy the eligibility criteria set out in Article 3.1 of this Annex or whose participation in the CTS scheme is considered justified in the interests of the service in accordance with Article 3.2.
- 2.8 “Expression of interest” means the submission of an interest in writing for being considered for the CTS.
- 2.9 “Interested member of staff” means a member of staff who submits an expression of interest.

2.10 “Termination agreement” means an agreement between the ECB and the CTS participant which specifies the date of effective termination and other applicable conditions of the CTS in accordance with this Annex.

### Article 3: Eligibility conditions

3.1 Members of staff who, while holding a fixed-term convertible employment contract or/and an employment contract for an indefinite period, have been in the same salary band for at least 8 consecutive years, and are still in this band at the date of expiry, are eligible to express their interest for being considered for the CTS. For the purposes of this paragraph:

- (a) changes in salary band on the basis of Decision ECB/2006/NP9<sup>2</sup> or Decision ECB/1998/NP14<sup>3</sup> are not considered to be salary band changes;
- (b) the following periods shall not be considered as interrupting or suspending the abovementioned period of 8 years:
  - (i) any period of leave;
  - (ii) any period of temporary appointment to a different salary band completed prior to the date of expression of interest;
  - (iii) any period during which the member of staff participated in the ECB’s Graduate Programme;
  - (iv) any period during which the member of staff received a disability allowance.

3.2 The Executive Board may waive the eligibility conditions set out in paragraph 3.1 in relation to interested members of staff whose participation in the CTS scheme is justified in the interests of the service.

### Article 4: Submission of expressions of interest and selection for participation in the CTS scheme

4.1 An eligible member of staff may submit an expression of interest. Such an expression of interest shall be made in writing to the Area Head by the date of expiry and a copy thereof shall be sent to the Directorate General Human Resources. In the event of an expression of interest by an eligible Area Head, this shall be submitted to the Executive Board member responsible for the relevant Area Head’s business area by the date of expiry and a copy thereof shall be sent to the Directorate General Human Resources.

4.2 In the expression of interest submitted in accordance with paragraph 4.1, members of staff shall specify their preferred termination option from among the following options, where applicable:

<sup>2</sup> Decision ECB/2006/NP9 of 15 September 2006 on the implementing measures in connection with Article 1 of Annex II to the Conditions of Employment for Staff of the European Central Bank.

<sup>3</sup> Decision ECB/1998/NP14 of 20 November 1998 laying down some specific rules applicable to staff of the European Central Bank who were previously employed by the European Monetary Institute.

- (a) termination becoming effective 12 months following the date of expiry or at an earlier date as agreed in the termination agreement. The termination may be preceded by a period of unpaid leave granted in accordance with the conditions set out in Article 5.12.2 of the Staff Rules; or
  - (b) termination immediately following the end of a period of a special working pattern granted in accordance with Article 6.3(a) or 6.3(b); or
  - (c) termination immediately following a period of unpaid leave granted in accordance with Article 5.12.2 of the Staff Rules, which follows immediately after the end of a period of a special working pattern granted in accordance with Article 6. Notwithstanding what is laid down in point (c):
    - (i) the combination of unpaid leave with the period of a special working pattern under Article 6.3(a) shall not exceed 5 years; and
    - (ii) the combination of unpaid leave with the period of a special working pattern under Article 6.3(b) shall not exceed 4 years.
- 4.3 Within three weeks from the date of expiry, the Area Head shall forward the expressions of interest received pursuant to Article 4.1 to the Chief Services Officer, together with an opinion on whether the termination of each of the interested members of staff is in the interest of the service.
- 4.4 Within three weeks from receipt of the expressions of interest and opinion referred to in Article 4.3, the Chief Services Officer shall forward them to the Executive Board together with his opinion on whether the termination of each of the interested members of staff is in the interest of the service.
- 4.5 Within six weeks from the date of expiry, expressions of interest made by Area Heads and received by the relevant Executive Board member pursuant to Article 4.1 shall be forwarded to the Executive Board together with the opinion of the relevant Executive Board member on whether the termination of each of the interested Area Heads is in the interest of the service.
- 4.6 After considering the opinions mentioned in Articles 4.3 to 4.5, the Executive Board shall select the interested members of staff who will be offered to participate in the CTS scheme based on the interest of the service, also specifying for each interested member of staff the conditions of such a termination, based on the business need and taking into account the preferred termination option.
- 4.7 Granting of the CTS shall be subject to the signing of a termination agreement between the ECB and the member of staff within a period of four weeks following the selection decision of the Executive Board mentioned in Article 4.6.

#### **Article 5: CTS benefits**

- 5.1 The CTS consists of:
- (a) the termination payment specified in Article 5.2 and 5.3;
  - (b) temporary cover under the medical benefits and dental plan as specified in Article 5.4;
  - (c) a one-off payment per dependent child as specified in Article 5.5;

- (d) special leave as specified in Article 5.6;
  - (e) the ECB pension contribution specified in Article 4 of Appendix 4 of Annex IIIa to the Conditions of Employment.
- 5.2 The termination payment shall be calculated as follows:
- (a) the monthly basic salary plus allowances received or the revalued earnings plus allowances, whichever is selected by the CTS participant;
  - (b) multiplied by the number of years of employment at the date of expiry.
- 5.2.1 The “monthly basic salary plus allowances received” referred to in Article 5.2(a) shall be averaged over the 12 months preceding the date of expiry. If the CTS participant was on unpaid leave at the date of expiry, the monthly basic salary plus allowances received shall be averaged over the 12 months preceding the date when unpaid leave commenced.
- 5.2.2 The allowances to be included in Article 5.2(a) are: household allowance; child allowance; education allowance; pre-school allowance; expatriation allowance; shift-work allowance.
- 5.2.3 In Article 5.2(a), the term “basic salary” shall be replaced by the terms “full disability allowance received” or “partial disability allowance combined with adjusted basic salary received”, where appropriate.
- 5.2.4 The “revalued earnings plus allowances” referred to in Article 5.2(a) means one twelfth of the average of the CTS participant’s annual basic salary on a full-time basis adjusted in line with general salary adjustments over the period of pensionable service accrued in the Pension Scheme until the date of expiry together with the allowances payable in the month of the date of expiry.
- 5.2.5 The number of years of employment referred to in Article 5.2(b) shall:
- (a) be computed from the start date of the fixed-term convertible employment contract or the employment contract for an indefinite period as referred to in Article 3.1, whichever is earlier;
  - (b) include the periods mentioned in Article 3.1(b);
  - (c) include any incomplete year of employment which shall be prorated to the completed months of employment.
- 5.2.6 The termination payment shall be increased:
- (a) by 10 % if an expression of interest submitted pursuant to Article 4.1 is received within one month following the date of launch; or
  - (b) by 5 % if an expression of interest submitted pursuant to Article 4.1 is received later than one month but not later than two months following the date of launch.
- 5.3 The termination payment shall be paid within one month of the date of effective termination. As an exception to this rule:
- (a) A preference for receiving an advance payment of up to EUR 15 000 may be indicated by CTS participants in their expression of interest, which is intended to cover any expenses incurred for participating in preparatory activities for a transition to a career outside the ECB.

This advance payment shall be paid within two months following the signing of the termination agreement; or

- (b) Alternatively, a preference for receiving an advance payment of 50% of the termination payment may be indicated by CTS participants in their expression of interest if they choose one of the options set out in Article 4.2(b) or (c). Following the signing of the termination agreement, this advance payment shall be made within two months of the commencement of the relevant period of the special working pattern. CTS participants who have not indicated such a preference in their expression of interest and who have chosen the option set out in Article 4.2(b) or (c) may request this advance payment at a later date. In such cases, the advance payment shall be made within two months of the commencement of the special working pattern, or within two months of the date upon which the request was made, whichever is later.

5.4 At the request of the CTS participant, cover under the medical benefits and dental plan may be extended for a maximum of 12 months following the date of effective termination or the commencement of a period of unpaid leave, whichever is the earlier.

5.4.1 Contributions to the medical benefits and dental plan shall be calculated on the basis of the last monthly basic full-time salary paid and in the case of unpaid leave, reference shall be made to the last basic full-time salary paid immediately prior to the commencement of the period of unpaid leave. During the period of cover under the medical benefits and dental plan, members of staff shall pay two thirds of the monthly contribution and the ECB shall pay the remaining one third of the monthly contribution.

5.4.2 This provision shall apply to cover under the medical benefits and dental plan during unpaid leave of a CTS participant instead of the second to fifth paragraphs of Article 5.12.6 of the Staff Rules.

5.5 A one-off payment per dependent child may be requested where the CTS participant is entitled on the date of effective termination to any of the allowances specified in the Staff Rules for that dependent child. This one-off payment shall be paid together with the termination payment, and it shall be equal to:

- (a) 12 times the maximum ceiling of reimbursement for the education allowance specified in the first paragraph of Article 19(i) of the Conditions of Employment; or
- (b) if the CTS participant is entitled to the education allowance on the basis of Article 19(i)(b) of the Conditions of Employment on the date of effective termination, 12 times the maximum ceiling of reimbursement for the education allowance specified in the second paragraph of Article 19(i) of the Conditions of Employment.

5.5.1 The one-off payment provided for in this paragraph shall be subject to the following conditions:

- (a) it shall be paid only once per dependent child;
- (b) it shall be deducted from any child, pre-school and education allowances which would normally be payable to the relevant CTS participant or to another member of staff who is

entitled to these benefits for the same dependent child after the date of effective termination of the CTS participant;

- (c) if the dependent child reaches the age of 26 within 12 months of the date of effective termination of the CTS participant, it must not exceed an amount equivalent to that which could have been claimed for that child, had the CTS participant's employment contract not been terminated.

5.6 On receiving an application from the CTS participant via their Director General/Director or their representative, the Director General Human Resources or their Deputy shall grant special leave of up to 10 days, to be used while the CTS participant is still in active service at the ECB, for participation in activities to prepare for a transition to a career outside the ECB.

### **Article 6: Special working pattern**

6.1 A CTS participant may be granted a period of a special working pattern as set out in Article 4.2(b) or (c), provided that they will attain the age of 50 by the date of commencement of the special working pattern.

6.2 The period of a special working pattern shall commence within 12 months of the date of expiry. It shall be specified in the termination agreement.

6.3 The CTS participant may request one of the following two special working pattern arrangements:

- (a) A period lasting up to 5 years, during which working time shall be 50% of full-time work in accordance with Article 25 of the Conditions of Employment. This period shall be divided into two parts as follows:

- (i) in the first part, consisting of half the period of the special working pattern, the CTS participant shall work full-time;
- (ii) in the second part, consisting of half the period of the special working pattern, the CTS participant shall not work; or

- (b) A period lasting up to 4 years during which working time shall be 75% of full-time work in accordance with Article 25 of the Conditions of Employment. This period shall be divided into two parts as follows:

- (i) in the first part, consisting of three quarters of the period of the special working pattern, the CTS participant shall work full-time;
- (ii) in the second part, consisting of one quarter of the period of the special working pattern, the CTS participant shall not work.

6.4 Notwithstanding Article 3.1.1 of the Staff Rules, during the entire period of the special working pattern, the CTS participant shall receive on a monthly basis:

- (a) 50% of their basic salary in case of the arrangement described in Article 6.3(a); or
- (b) 75% of their basic salary in case of the arrangement described in Article 6.3(b) and expatriation, household, child and education allowances, if applicable, calculated in accordance with Article 5.2.3 of the Staff Rules.



- 6.4.1 Where the CTS participant becomes entitled to receive disability benefits referred to in Annex IV to the Conditions of Employment during the first part of the period of the special working pattern, referred to in Article 6.3(a)(i) or Article 6.3(b)(i), the term “basic salary” shall be replaced by the terms “full disability allowance” or “partial disability allowance combined with adjusted basic salary”, as appropriate. In such cases, without prejudice to general salary adjustments, during the second part of the special working pattern referred to in Article 6.3(a)(ii) and Article 6.3(b)(ii), the CTS participant shall receive on a monthly basis, the weighted average of the percentages of the basic salary received (as defined in this paragraph) during the first part of the special working pattern.
- 6.4.2 Disability which commences during the second part of the period of special working pattern shall not affect the CTS participant’s entitlements pursuant to point 6.4.
- 6.5 Leave entitlements are limited to the first part of the period of special working pattern, referred to in Article 6.3(a)(i) and Article 6.3(b)(i), during which an annual leave entitlement of 30.5 working days shall accrue and shall be used.
- 6.6 Any benefits payable under Articles 33 and 34 of the Conditions of Employment shall continue to be payable in full during the entire period of the special working pattern. Contributions to the medical benefits and dental plan and the accident insurance shall be calculated on the basis of the corresponding basic full-time salary.
- 6.7 If the CTS participant’s employment contract is terminated before the end of the period of the special working pattern, the CTS participant shall be paid, in addition to any other CTS scheme benefits under Article 5, a lump sum equal to the difference between, on the one hand, the payments the CTS participant would have been entitled to under a full-time work arrangement for the period actually worked and, on the other hand, the amount received in accordance with Article 6.4.
- 6.8 These rules are without prejudice to the Ethics Framework as laid down in the Staff Rules.

#### **Article 7: General provisions**

- 7.1 The CTS benefits per CTS participant specified in Article 5.1(a) and (c) must not exceed the amount obtained by multiplying the amount referred to in Article 5.2(a) by the number of calendar months between the end of the CTS participant’s employment contract and the month of the CTS participant’s 65<sup>th</sup> birthday.
- 7.2 A CTS participant shall fully reimburse the CTS paid out to the ECB if they enter into any form of employment relationship with the ECB within five years from the date of effective termination. Upon the expiry of the five years’ period, the CTS to be paid back shall be reduced by 20% for each subsequent calendar year upon new employment with the ECB.
- 7.3 The ECB shall be entitled to deduct, from any payment that it owes to the CTS participant in accordance with these rules, any amount owed to the ECB by the CTS participant.