



**EUROPEAN CENTRAL BANK**  
EUROSYSTEM

**ECB-RESTRICTED**

**DECISION OF THE EUROPEAN CENTRAL BANK**

**of 19 December 2017**

**amending the European Central Bank Staff Rules and Rules for Short-term Employment as regards the introduction of a flexible working time arrangement**

**(ECB/2017/NP43)**

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 Articles 11.6 and 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) The European Central Bank (ECB) intends to introduce a flexible working time arrangement for its members of staff. This arrangement is aimed at enabling staff to balance workload and private needs in a sustainable manner.
- (2) Directive 2003/88/EC of the European Parliament and of the Council<sup>2</sup> lays down minimum health and safety requirements for the organisation of working time.
- (3) With a view to improving the working environment and to protect the health and safety of members of staff and short-term contract employees of the ECB, Directive 2003/88/EC, the principles of which the ECB already applies, the European Central Bank Staff Rules (hereinafter the 'Staff Rules') and the European Central Bank Rules for Short-term Employment (hereinafter the 'Rules for Short-term Employment') should be formally aligned with the principles laid down in this Directive.
- (4) Therefore, the Staff Rules and the Rules for Short-term Employment should be amended accordingly,

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

<sup>2</sup> Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ L 299, 18.11.2003, p. 9).

HAS ADOPTED THIS DECISION:

*Article 1*

**Amendments to the Staff Rules**

The Staff Rules are amended as follows:

1. Article 5.1 is replaced by the following:

**5.1 Working hours and flexible working hours**

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

**5.1.1 Definitions**

In relation to working hours and flexible working hours, the following definitions shall apply:

1. "Bandwidth period" means the period between the earliest start time and the latest finishing time permitted under the flexitime arrangement;
2. "Core time period" means the period during which members of staff must be present at their workplace;
3. "Flexible working time (flexitime) arrangement" means an arrangement that allows members of staff to choose, within certain defined time periods, as laid down by Article 5.1.4, and subject to business needs, the time at which they will start and leave work each day and take their rest break;
4. "Procedure for obtaining the line manager's consent" means the procedure whereby the line manager's consent for requests made pursuant to Article 5.1 is granted either in advance or ex post. The consent may be granted orally, explicitly, e.g. in writing or via email or implicitly, e.g. by the line manager's actions and the facts and circumstances of a particular situation, or even by the line manager's silence or inaction.

**5.1.2. Weekly working hours**

The standard working hours shall be spread out equally over five working days, from Monday to Friday subject to the flexible working time (flexitime) arrangement set out in Article 5.1.3, unless otherwise agreed. The average weekly working hours, including hours worked under the flexitime arrangement and hours worked as overtime, shall not exceed 48 hours over a reference period of four months. The following shall not be included when determining the reference period for calculating this average:

- (a) any periods of sick leave;
- (b) any periods of annual leave.

**5.1.3 Flexitime arrangement**

5.1.3.1 Members of staff shall be entitled to work according to the flexitime arrangement, choosing the time of their arrival, rest break in accordance with Article 4 of Directive 2003/88/EC of the European Parliament and of the Council(\*) and departure from the workplace, subject to business needs.

- 5.1.3.2 When using the flexitime arrangement, members of staff shall maintain a sufficient degree of regularity in their schedule ensuring that services continue to run efficiently. The flexitime arrangement shall not be used as a means of accumulating hours by working beyond the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or beyond the applicable part-time pattern for part-time members of staff, in order to request full or half recuperation days.
- 5.1.2.3 Managers and their staff shall try to solve any possible problems that arise in relation to the application of the flexitime arrangement by dialogue.
- 5.1.3.4 Certain tasks that require specific working hours may preclude certain groups of staff or individual members of staff from using the flexitime arrangement or restrict the flexibility that may be granted to such groups of staff or individual members of staff.
- 5.1.3.5 Other exclusions from or restrictions to the flexitime arrangement shall only be applied in exceptional circumstances and must be justified in writing and submitted to the Director General of Human Resources or their representative for approval.
- 5.1.4 Bandwidth period, core time periods and flexible hours under the flexitime arrangement
  - 5.1.4.1 The bandwidth period under the flexitime arrangement shall be from 7 a.m. to 8 p.m. from Monday to Friday.
  - 5.1.4.2 The core time periods shall be from 10 a.m. (11.30 a.m. on Mondays) to 12 p.m. and from 2 p.m. to 4.30 p.m. (2.30 p.m. on Fridays).
  - 5.1.4.3 The core time periods for staff working part-time shall be individually agreed in accordance with Article 5.2.2 subject to a reduction, proportionate to the part-time pattern worked, of the number of core hours during which the member of staff must be present at their workplace.
  - 5.1.4.4 One-off exemptions from the core time or bandwidth periods may be agreed between a member of staff and their line manager in accordance with Article 5.1.6, provided the interests of the service are upheld and subject to rest breaks in line with Article 5.1.10. The line manager's consent may be granted in accordance with the procedure for obtaining the line manager's consent.
  - 5.1.4.5 For cases requiring a regular exemption from the core time periods, the business area head may adjust the core time periods at the request of the member of staff, subject to a rest break of at least 30 minutes when the time worked during the day is six hours or more, and provided that the interests of the service are upheld.
  - 5.1.4.6 At business area level, derogations to the core time periods that result in longer, shorter or different core time periods, may be allowed for all or part(s) of the business area to take account of specific service needs or to ensure the

continuity and delivery of services. Such exceptional derogations shall be requested by the business area head and authorised by Directorate General Human Resources.

5.1.4.7 The following hours shall be flexible hours:

- (a) from 7 a.m. to 10 a.m. (7 a.m. to 11.30 a.m. on Mondays);
- (b) from 12 p.m. to 2 p.m.;
- (c) from 4.30 p.m. (from 2.30 p.m. on Fridays) until 8 p.m.

5.1.5 Daily working hours under the flexitime arrangement

5.1.5.1 Daily working hours under the flexitime arrangement may not exceed a total of 10 hours.

5.1.5.2 Daily working hours for certain groups of staff precluded from working flexitime may not exceed a total of 10 hours.

5.1.5.3 Work under the flexitime arrangement, including teleworking, shall be counted as working hours.

5.1.5.4 Work outside the bandwidth period applicable to the flexitime arrangement shall be counted as working hours. It shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, and shall only be approved if the work to be performed is urgent or if there is an exceptional volume of work.

5.1.6 Absences during the core time periods under the flexitime arrangement

Absences during the core time periods shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, taking into account the interests of the service and the personal interest of the member of staff. In the event of any disagreement about absences during the core time periods, the line manager may restrict future absences during the core time periods to cases where prior approval has already been granted.

5.1.7 Time accounting in specific situations

5.1.7.1 Absences for annual leave, special leave and sick leave shall be accounted for as a normal working day of eight hours for full-time staff and as a proportion of a normal working day in accordance with the applicable part-time pattern for part-time members of staff.

5.1.7.2 Business travel of one or more full days shall in general be accounted for as eight hours per day.

5.1.7.3 Where working hours, business travelling time, or a combination of both are longer than eight hours, members of staff may consider them as working hours under the flexitime arrangement up to a maximum of 10 hours per day.

5.1.7.4 Training approved by the line manager shall be counted as working hours.

#### 5.1.8 Trust-based working hours and adjustment of working hours under the flexitime arrangement

- 5.1.8.1 Members of staff are not required to record their working hours, but should be mindful of their hours actually worked (trust-based working hours).
- 5.1.8.2 Staff members shall compare their actual working hours with the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or with their applicable part-time pattern for part-time staff.
- 5.1.8.3 Within the framework provided under the flexitime arrangement, members of staff shall adjust their actual working hours to align them with the normal working hours pursuant to Article 25 of the Conditions of Employment for full-time staff, or with the applicable part-time pattern for part-time staff.
- 5.1.8.4 If members of staff work any hours under the flexitime arrangement in excess of their normal working hours, they shall reduce their working hours by working a correspondingly reduced number of hours later in the same month, if possible. Any hours worked under the flexitime arrangement that exceed the normal working hours by more than 16 hours, applied pro-rata to part-time members of staff, at the end of the month shall be forfeited.
- 5.1.8.5 If members of staff work a reduced number of hours under the flexitime arrangement, i.e. less than their normal working hours, they shall increase their working hours by working a correspondingly increased number of working hours later in the same month, if possible. Where members of staff have worked a reduced number of working hours compared with the number required under their contract of employment, and have exceptionally not managed to adjust those hours later in the same month, they shall keep track of the corresponding number of reduced hours in a trust-based manner. At the end of any calendar month reduced working hours shall not exceed eight hours. The member of staff shall make up those working hours in the following month.
- 5.1.8.6 For staff entitled to overtime compensation in accordance with Article 26(a) of the Conditions of Employment, Article 5.3 takes precedence over Article 5.1 with regard to overtime worked.

#### 5.1.9 Recouping excess working hours accrued under the flexitime arrangement

- 5.1.9.1 If, during the month in which they have worked hours in excess of their normal working hours under the flexitime arrangement, members of staff are not able to adjust those excess hours due to the urgency or volume of work, they shall, in a trust-based manner, keep track of the corresponding number of hours. Members of staff may accumulate a maximum of 16 excess working hours (two days) per calendar month, applied pro-rata to part-time members of staff, under the flexitime arrangement, and shall enter these hours in ISIS. Such excess

working hours shall be recouped in the calendar month immediately following the month in which these hours were accumulated. If it is not possible to recoup these excess working hours in accordance with Article 5.1.9.2 in the following month, due to the urgency or continuing volume of work, Article 5.1.9.3 shall apply.

- 5.1.9.2 Excess hours accumulated in the previous month may be recouped by reducing the hours worked under the flexitime arrangement, or by requesting full- or half-recuperation days. For full-time staff each full recuperation day shall represent eight excess hours being recouped and each half recuperation day shall represent four excess hours being recouped. For part-time members of staff full and half recuperation days shall represent the respective portions of a normal working day in accordance with the applicable part-time pattern.
- 5.1.9.3 If it is not possible to recoup excess hours within the month following their accrual due to the urgency or continuing volume of work, per calendar month up to 16 excess hours worked under the flexitime arrangement, applied pro-rata to part-time staff, may be accumulated under the flexitime arrangement and carried over to subsequent months.
- 5.1.9.4 At any point in time, the excess hours accumulated under the flexitime arrangement shall not exceed 48 hours (six days) for full-time staff, applied pro-rata to part-time staff. Any excess hours carried over from previous months, which exceed 48 hours (six days), shall be forfeited. However, for members of staff entitled to overtime compensation, such hours may be approved as overtime by their line manager.
- 5.1.9.5 Line managers may only disagree with the timing of requests for full or half recuperation days if such requests cannot reasonably be accommodated for reasons of urgency or exceptional volume of work.

#### 5.1.10 Minimum rest periods

- 5.1.10.1 Members of staff shall observe a rest break of at least 30 minutes outside the core time periods when the hours worked during the working day are greater than or equal to six. If a rest break has to be curtailed for very urgent business reasons, an adequate break shall be provided later in the day.
- 5.1.10.2 Members of staff shall observe a minimum daily rest period of 11 consecutive hours in any 24-hour period.
- 5.1.10.3 For activities requiring a continuity of service, the Director General Human Resources or their representative may authorise a derogation from the requirement for a minimum daily rest period, provided that the members of staff concerned are afforded equivalent periods of compensatory rest.

5.1.10.4 Members of staff shall observe a minimum weekly rest period of an uninterrupted period of 24 hours rest in addition to the daily rest period for each seven-day period, over a reference period not exceeding 14 days.

5.1.10.5 Line managers shall ensure that members of staff comply with the rest periods outlined in Article 5.1.10.

5.1.11 Members of staff involved in performing security functions, who are explicitly designated by their business area head or their deputy to carry out activities involving the need for continuity and delivery of required services are exempted from the provisions laid down in Article 5.1.10. They shall be granted equivalent compensatory rest in accordance with arrangements to be proposed by the business area head and authorised by the Director General Human Resources or their representative. In derogation from Article 5.1.1., their average weekly working hours shall be calculated over a reference period of six months.

5.1.12 Members of staff assigned to shift work are exempted from the provisions in the second and fourth paragraphs of Article 5.1.10 when the member of staff changes shift and cannot comply with the daily and/or weekly rest periods between the end of one shift and the start of the next one, provided equivalent periods of compensatory rest is afforded in lieu within one month. Members of staff assigned to shift work may not be assigned to work two shifts in succession.

(\* Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ L 299, 18.11.2003, p. 9).;

2. Article 5.3 is replaced by the following:

**5.3 Overtime**

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

5.3.1 'Overtime' means time worked, on the basis of the line manager's instructions, in excess of the normal working hours referred to in Article 25 of the Conditions of Employment, reduced proportionately in accordance with the applicable part-time pattern for part time members of staff.

5.3.2 In exceptional individual cases, where staff are instructed to work overtime, their combined daily working hours, including the hours worked under the flexitime arrangement and hours worked overtime, may be extended to up to a maximum of 13 hours. The minimum daily rest period in accordance with Article 5.1.10 shall be respected at all times.

The total overtime which a member of staff may be asked to work shall not exceed 136 hours in any four-month period.

The average weekly working hours, including hours worked under the flexitime arrangement and hours worked overtime, shall not exceed 48 hours over a reference period of four months.

5.3.3 Line Managers shall inform the relevant members of staff as soon as possible of the need to work overtime.

For all members of staff, overtime worked may be considered to be hours worked under the flexitime arrangement in excess of their normal working hours in accordance with Article 5.1.7.

For members of staff entitled to overtime compensation in accordance with Article 26(a) of the Conditions of Employment, the provisions of Article 5.3.4 to 5.3.7 take precedence over the flexitime arrangement.

5.3.4 For members of staff entitled to overtime compensation in accordance with the Conditions of Employment:

- (a) there is an entitlement to compensation only when at least half an hour of overtime has been worked;
- (b) only the actual overtime worked shall be compensated;
- (c) compensatory leave for overtime, shall be treated as annual leave of the member of staff. If compensatory leave cannot be granted, such members of staff may be granted overtime payment in lieu of leave.

5.3.5 When compensation for overtime is made in the form of payment, the standard hourly rate is 0.6 % of the basic monthly salary for the month in which the overtime was worked.

5.3.6 Details of payable overtime, shift work and on-call hours are to be communicated to the Directorate General Human Resources by the third working day of the month following the month in which the overtime, shift work and on-call hours occurred, using the forms provided. Members of staff receive payment for overtime, shift work and on-call hours with their monthly salary.

5.3.7 The tax rate applicable to overtime, shift work and on-call hours payments is the rate which, in the month during which the overtime, shift work, or on-call hours occurred, applied to the highest taxable amount of the member of staff's salary. Such payments are not subject to any other deductions.';

3. Article 5.4bis is replaced by the following:

**'5.4bis Structural weekend work**

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

The Directorate General Human Resources shall, in consultation with the relevant business area management, set a maximum for the number of hours which may



be worked on weekends off the ECB's premises and be eligible for compensation.';

## *Article 2*

### **Amendments to the Rules for Short-term Employment**

The Rules for Short-term Employment are amended as follows:

1. Article 5.1 is replaced by the following:

#### **'5.1 Working hours and flexible working hours**

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

##### 5.1.1 Definitions

In relation to working hours and flexible working hours, the following definitions shall apply:

1. "Bandwidth period" means the period between the earliest start time and the latest finishing time permitted under the flexitime arrangement;
2. "Core time period" means the period during which short-term contract employees must be present at their workplace;
3. "Flexible working time (flexitime) arrangement" means an arrangement that allows short-term contract employees to choose, within certain defined time periods, as laid down by Article 5.1.4, and subject to business needs, the time at which they will start and leave work each day and take their rest break;
4. "Procedure for obtaining the line manager's consent" means the procedure whereby the line manager's consent for requests made pursuant to Article 5.1 is granted either in advance or ex post. The consent may be granted orally, explicitly, e.g. in writing or via email or implicitly, e.g. by the line manager's actions and the facts and circumstances of a particular situation, or even by the line manager's silence or inaction.

##### 5.1.2. Weekly working hours

The standard working hours shall be spread out equally over five working days, from Monday to Friday subject to the flexible working time (flexitime) arrangement set out in Article 5.1.3, unless otherwise agreed. The average weekly working hours, including hours worked under the flexitime arrangement and hours worked as overtime, shall not exceed 48 hours over a reference period of four months. The following shall not be included when determining the reference period for calculating this average:

- (a) any periods of sick leave;
- (b) any periods of annual leave.

##### 5.1.3 Flexitime arrangement

- 5.1.3.1 Short-term contract employees shall be entitled to work according to the flexitime arrangement, choosing the time of their arrival, rest break in accordance with Article 4 of Directive 2003/88/EC(\*\*) and departure from the workplace, subject to business needs.
- 5.1.3.2 When using the flexitime arrangement, short-term contract employees shall maintain a sufficient degree of regularity in their schedule ensuring that services continue to run efficiently. The flexitime arrangement shall not be used as a means of accumulating hours by working beyond the normal working hours pursuant to Article 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or beyond the applicable part-time pattern for part-time short-term contract employees, in order to request full or half recuperation days.
- 5.1.2.3 Managers and their short-term contract employees shall try to solve any possible problems that arise in relation to the application of the flexitime arrangement by dialogue.
- 5.1.3.4 Certain tasks that require specific working hours may preclude certain groups of short-term contract employees or individual short-term contract employees from using the flexitime arrangement or restrict the flexibility that may be granted to such groups of short-term contract employees or individual short-term contract employees.
- 5.1.3.5 Other exclusions from or restrictions to the flexitime arrangement shall only be applied in exceptional circumstances and must be justified in writing and submitted to the Director General of Human Resources or their representative for approval.
- 5.1.4 Bandwidth period, core time periods and flexible hours under the flexitime arrangement
  - 5.1.4.1 The bandwidth period under the flexitime arrangement shall be from 7 a.m. to 8 p.m. from Monday to Friday.
  - 5.1.4.2 The core time periods shall be from 10 a.m. (11.30 a.m. on Mondays) to 12 p.m. and from 2 p.m. to 4.30 p.m. (2.30 p.m. on Fridays).
  - 5.1.4.3 The core time periods for short-term contract employees working part-time shall be individually agreed in accordance with Article 5.2.2 subject to a reduction, proportionate to the part-time pattern worked, of the number of core hours during which the short-term contract employee must be present at their workplace.
  - 5.1.4.4 One-off exemptions from the core time or bandwidth periods may be agreed between a short-term contract employee and their line manager in accordance with Article 5.1.6, provided the interests of the service are upheld and subject to rest breaks in line with Article 5.1.10. The line manager's consent may be

granted in accordance with the procedure for obtaining the line manager's consent.

5.1.4.5 For cases requiring a regular exemption from the core time periods, the business area head may adjust the core time periods at the request of the short-term contract employee, subject to a rest break of at least 30 minutes when the time worked during the day is six hours or more, and provided that the interests of the service are upheld.

5.1.4.6 At business area level, derogations to the core time periods that result in longer, shorter or different core time periods, may be allowed for all or part(s) of the business area to take account of specific service needs or to ensure the continuity and delivery of services. Such exceptional derogations shall be requested by the business area head and authorised by Directorate General Human Resources.

5.1.4.7 The following hours shall be flexible hours:

- (a) from 7 a.m. to 10 a.m. (7 a.m. to 11.30 a.m. on Mondays);
- (b) from 12 p.m. to 2 p.m.;
- (c) from 4.30 p.m. (from 2.30 p.m. on Fridays) until 8 p.m.

5.1.5 Daily working hours under the flexitime arrangement

5.1.5.1 Daily working hours under the flexitime arrangement may not exceed a total of 10 hours.

5.1.5.2 Daily working hours for certain groups of short-term contract employees precluded from working flexitime may not exceed a total of 10 hours.

5.1.5.3 Work under the flexitime arrangement, including teleworking, shall be counted as working hours.

5.1.5.4 Work outside the bandwidth period applicable to the flexitime arrangement shall be counted as working hours. It shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, and shall only be approved if the work to be performed is urgent or if there is an exceptional volume of work.

5.1.6 Absences during the core time periods under the flexitime arrangement

Absences during the core time periods shall be subject to managerial approval in accordance with the procedure for obtaining the line manager's consent, taking into account the interests of the service and the personal interest of the short-term contract employee. In the event of any disagreement about absences during the core time periods, the line manager may restrict future absences during the core time periods to cases where prior approval has already been granted.

5.1.7 Time accounting in specific situations

- 5.1.7.1 Absences for annual leave, special leave and sick leave shall be accounted for as a normal working day of eight hours for full-time short-term contract employees and as a proportion of a normal working day in accordance with the applicable part-time pattern for part-time short-term contract employees.
  - 5.1.7.2 Business travel of one or more full days shall in general be accounted for as eight hours per day.
  - 5.1.7.3 Where working hours, business travelling time, or a combination of both are longer than eight hours, short-term contract employees may consider them as working hours under the flexitime arrangement up to a maximum of 10 hours per day.
  - 5.1.7.4 Training approved by the line manager shall be counted as working hours.
- 5.1.8 Trust-based working hours and adjustment of working hours under the flexitime arrangement
- 5.1.8.1 Short-term contract employees are not required to record their working hours, but should be mindful of their hours actually worked (trust-based working hours).
  - 5.1.8.2 Short-term contract employees shall compare their actual working hours with the normal working hours pursuant to Article 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or with their applicable part-time pattern for part-time short-term contract employees.
  - 5.1.8.3 Within the framework provided under the flexitime arrangement, short-term contract employees shall adjust their actual working hours to align them with the normal working hours pursuant to Article 23 of the Conditions of Short-Term Employment for full-time short-term contract employees, or with the applicable part-time pattern for part-time short-term contract employees.
  - 5.1.8.4 If short-term contract employees work any hours under the flexitime arrangement in excess of their normal working hours, they shall reduce their working hours by working a correspondingly reduced number of hours later in the same month, if possible. Any hours worked under the flexitime arrangement that exceed the normal working hours by more than 16 hours, applied pro-rata to part-time short-term contract employees, at the end of the month shall be forfeited.
  - 5.1.8.5 If short-term contract employees work a reduced number of hours under the flexitime arrangement, i.e. less than their normal working hours, they shall increase their working hours by working a correspondingly increased number of working hours later in the same month, if possible. Where short-term contract employees have worked a reduced number of working hours compared with the number required under their short-term contract of employment, and have exceptionally not managed to adjust those hours later in the same month, they

shall keep track of the corresponding number of reduced hours in a trust-based manner. At the end of any calendar month reduced working hours shall not exceed eight hours. The short-term contract employee shall make up those working hours in the following month.

5.1.8.6 For short-term contract employees entitled to overtime compensation in accordance with Article 24(b) of the Conditions of Short-Term Employment, Article 5.2 takes precedence over Article 5.1 with regard to overtime worked.

#### 5.1.9 Recouping excess working hours accrued under the flexitime arrangement

5.1.9.1 If, during the month in which they have worked hours in excess of their normal working hours under the flexitime arrangement, short-term contract employees are not able to adjust those excess hours due to the urgency or volume of work, they shall, in a trust-based manner, keep track of the corresponding number of hours. Short-term contract employees may accumulate a maximum of 16 excess working hours (two days) per calendar month, applied pro-rata to part-time short-term contract employees, under the flexitime arrangement, and shall enter these hours in ISIS. Such excess working hours shall be recouped in the calendar month immediately following the month in which these hours were accumulated. If it is not possible to recoup these excess working hours in accordance with Article 5.1.9.2 in the following month, due to the urgency or continuing volume of work, Article 5.1.9.3 shall apply.

5.1.9.2 Excess hours accumulated in the previous month may be recouped by reducing the hours worked under the flexitime arrangement, or by requesting full- or half-recuperation days. For full-time short-term contract employees each full recuperation day shall represent eight excess hours being recouped and each half recuperation day shall represent four excess hours being recouped. For part-time short-term contract employees full and half recuperation days shall represent the respective portions of a normal working day in accordance with the applicable part-time pattern.

5.1.9.3 If it is not possible to recoup excess hours within the month following their accrual due to the urgency or continuing volume of work, per calendar month up to 16 excess hours worked under the flexitime arrangement, applied pro-rata to part-time short-term contract employees, may be accumulated under the flexitime arrangement and carried over to subsequent months.

5.1.9.4 At any point in time, the excess hours accumulated under the flexitime arrangement shall not exceed 48 hours (six days) for full-time short-term contract employees, applied pro-rata to part-time short-term contract employees. Any excess hours carried over from previous months, which exceed 48 hours (six days), shall be forfeited. However, for short-term contract

employees entitled to overtime compensation, such hours may be approved as overtime by their line manager.

- 5.1.9.5 Line managers may only disagree with the timing of requests for full or half recuperation days if such requests cannot reasonably be accommodated for reasons of urgency or exceptional volume of work.

#### 5.1.10 Minimum rest periods

- 5.1.10.1 Short-term contract employees shall observe a rest break of at least 30 minutes outside the core time periods when the hours worked during the working day are greater than or equal to six. If a rest break has to be curtailed for very urgent business reasons, an adequate break shall be provided later in the day.
- 5.1.10.2 Short-term contract employees shall observe a minimum daily rest period of 11 consecutive hours in any 24-hour period.
- 5.1.10.3 For activities requiring a continuity of service, the Director General Human Resources or their representative may authorise a derogation from the requirement for a minimum daily rest period, provided that the short-term contract employees concerned are afforded equivalent periods of compensatory rest.
- 5.1.10.4 Short-term contract employees shall observe a minimum weekly rest period of an uninterrupted period of 24 hours rest in addition to the daily rest period for each seven-day period, over a reference period not exceeding 14 days.
- 5.1.10.5 Line managers shall ensure that short-term contract employees comply with the rest periods outlined in Article 5.1.10.
- 5.1.11 Short-term contract employees involved in performing security functions, who are explicitly designated by their business area head or their deputy to carry out activities involving the need for continuity and delivery of required services are exempted from the provisions laid down in Article 5.1.10. They shall be granted equivalent compensatory rest in accordance with arrangements to be proposed by the business area head and authorised by the Director General Human Resources or their representative. In derogation from Article 5.1.1., their average weekly working hours shall be calculated over a reference period of six months.
- 5.1.12 Short-term contract employees assigned to shift work are exempted from the provisions in the second and fourth paragraphs of Article 5.1.10 when the short-term contract employee changes shift and cannot comply with the daily and/or weekly rest periods between the end of one shift and the start of the next one, provided equivalent periods of compensatory rest is afforded in lieu within one month. Short-term contract employees assigned to shift work may not be assigned to work two shifts in succession.

(\*\*) Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ L 299, 18.11.2003, p. 9).;

2. Article 5.2 is replaced by the following:

### **5.2 Overtime**

The provisions of Article 24(a) of the Conditions of Short-Term Employment are applied as follows:

5.2.1 'Overtime' means time worked, on the basis of the line manager's instructions, in excess of the normal working hours referred to in Article 23 of the Conditions of Short-Term Employment, reduced proportionately in accordance with the applicable part-time pattern for part time short-term contract employees.

5.2.2 In exceptional individual cases, where short-term contract employees are instructed to work overtime, their combined daily working hours, including the hours worked under the flexitime arrangement and hours worked overtime, may be extended to up to a maximum of 13 hours. The minimum daily rest period in accordance with Article 5.1.10 shall be respected at all times.

The total overtime which a short-term contract employee may be asked to work shall not exceed 136 hours in any four-month period.

The average weekly working hours, including hours worked under the flexitime arrangement and hours worked overtime, shall not exceed 48 hours over a reference period of four months.

5.2.3 Line Managers shall inform the relevant short-term contract employees as soon as possible of the need to work overtime.

For all short-term contract employees, overtime worked may be considered to be hours worked under the flexitime arrangement in excess of their normal working hours in accordance with Article 5.1.7.

For short-term contract employees entitled to overtime compensation in accordance with Article 24(b) of the Conditions of Short-Term Employment, the provisions of Article 5.2.4 to 5.2.7 take precedence over the flexitime arrangement.

5.2.4 For short-term contract employees entitled to overtime compensation in accordance with the Conditions of Short-Term Employment:

- (a) there is an entitlement to compensation only when at least half an hour of overtime has been worked;
- (b) only the actual overtime worked shall be compensated;
- (c) compensatory leave for overtime, shall be treated as annual leave of the short-term contract employee. If compensatory leave cannot be granted, such short-term contract employees may be granted overtime payment in lieu of leave.

- 5.2.5 When compensation for overtime is made in the form of payment, the standard hourly rate is 0.6 % of the basic monthly salary for the month in which the overtime was worked.
- 5.2.6 Details of payable overtime, shift work and on-call hours are to be communicated to the Directorate General Human Resources by the third working day of the month following the month in which the overtime, shift work and on-call hours occurred, using the forms provided. Short-term contract employees receive payment for overtime, shift work and on-call hours with their monthly salary.
- 5.2.7 The tax rate applicable to overtime, shift work and on-call hours payments is the rate which, in the month during which the overtime, shift work, or on-call hours occurred, applied to the highest taxable amount of the short-term contract employee's salary. Such payments are not subject to any other deductions.';
3. Article 5.3bis is replaced by the following:

**'5.3bis Structural weekend work**

Short-term contract employees to whom Article 24(b) of the Conditions of Short-Term Employment does not apply and who, in addition to their normal working week, have to perform weekend work on a structural basis in order to fulfil ongoing business requirements that can only be performed during the weekend, shall receive time compensation on a 1:1 basis for the structural weekend work.

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

*Article 3*

**Final provisions**

This Decision shall enter into force on 1 January 2018.

Done at Frankfurt am Main, 19 December 2017.

[signed]

*The President of the ECB*

Mario DRAGHI