

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE EUROPEAN CENTRAL BANK AND THE  
INTERNATIONAL AND EUROPEAN PUBLIC SERVICES ORGANISATION  
(IPSO)  
ON RECOGNITION, INFORMATION-SHARING AND CONSULTATION**

(08) 140c-4 PSR JMC/tl UNION

**Whereas,**

(1) Article 36 of the Statute of the European System of Central Banks and of the European Central Bank (ECB) grants the Governing Council of the ECB the power to lay down the conditions of employment of the staff of the ECB;

(2) The ECB and trade unions work amicably in a spirit of partnership, in good faith and mutual respect and adhere to the principles contained in the Charter of Fundamental Rights of the European Union of 7 December 2000;

(3) The development of a mature social dialogue between the ECB and the trade unions, enabling a more effective involvement of ECB staff members in matters which are of direct concern to them, requires the sharing of information and consultation;

(4) This Memorandum of Understanding does not address collective bargaining mechanisms on conditions of employment for the staff of the ECB; it is intended to govern the interactions between the ECB and recognised trade unions as regards information and consultation, as well as the rights and obligations of trade unions and their representatives;

(5) The ECB and trade unions recognise that an effective social dialogue is fostered by trade unions, and that ECB staff should be aware of this shared understanding;

(6) This Memorandum of Understanding is without prejudice to the ECB's internal Staff Committee's rights and tasks.

**Therefore,**

The ECB and IPSO (hereinafter ‘the trade union’) have agreed as follows:

## **1. General provisions**

### **a. Definitions**

- ‘member of staff’

means a person as defined in Article 1 of the Conditions of Employment and the Conditions of Short-Term Employment, however excluding staff on secondment from the ESCB or from international organisations and paid by their parent organisation. Retired members of staff are considered as members of staff. External manpower, such as consultants or agency staff are not considered as members of staff.

- ‘trade union’

means an association of natural persons representing the interests of its members at the ECB and complying with the criteria for recognition under the terms of this Memorandum of Understanding and adhering to it.

- ‘trade union member’

means a member of staff holding active and passive voting rights in the trade union under its respective rules; members paying nothing or a notional fee only (e.g. a symbolic one-off payment of 1 euro) shall not count as trade union members under this Memorandum of Understanding.

- ‘trade union representative’

means the delegate of a trade union or such member of staff who is duly authorised by the trade union to represent the trade union.

- ‘the business area in charge of staff relations’

means the business area which, according to the ECB’s internal allocation of tasks, manages relations with, and is the primary interface to staff representation bodies.

- ‘information’

means transmission by the ECB to the trade union of data in order to enable it to acquaint itself with the subject matter and to examine it, as well as transmission of data from the trade union to the ECB for the same purpose.

- ‘consultation’

means the exchange of views between the ECB and the trade union.

### **b. Recognition of trade unions**

The ECB recognises and has relations with any trade union

- (i) which has a membership representing at least 10% of ECB staff holding a contract of indefinite duration
- (ii) and which fully adheres to the principles set out in this Memorandum of Understanding.

Trade unions fulfilling the requirements laid down in (i) shall be deemed to be recognised bodies in the meaning of Article 1.4.2 of the Staff Rules.

If the trade union ceases to satisfy any of the requirements mentioned above, the ECB shall notify the trade union that it will lose its trade union status under this Memorandum of Understanding.

#### **c. Membership of the trade union**

The trade union shall maintain a list of its members and communicate it to a notary who shall certify that the membership requirements for recognition are met. The ECB shall bear the cost of the certification.

The trade union shall also maintain and communicate to the ECB a list of its trade union representatives.

#### **d. Obligation of discretion and confidentiality**

Unless documents are declared confidential, trade union representatives may share documents and information with the members of their trade union and with external advisers (e.g. legal or other consultants and subject-matter specialists). For documents that are qualified confidential by the President, the Executive Board member in charge of staff relations or by the Director General of the business area in charge of staff relations, the trade union representatives will respect this confidentiality and share them only after clearance by the Director General of the business area in charge of staff relations. In addition, they shall respect the applicable general provisions of professional conduct and professional secrecy.

#### **e. Representation of the European Central Bank**

In its relations with the trade union, the ECB shall be represented by its President, the Executive Board member in charge of staff relations or the Director General of the business area in charge of staff relations.

#### **f. Representation of the trade union**

The trade union shall be represented by its representatives who are up to four representatives and four alternates to be nominated by the trade union. In case the ECB recognises more than

one trade union, total representation shall not exceed a total number of eight representatives and eight alternates. The trade union shall nominate one contact person for the purposes of communication and consultation under this Memorandum of Understanding.

**g. Non-discrimination of trade union members and trade union representatives**

No prejudice may be caused to the professional situation or career prospects of trade union representatives on account of their fulfilment of their duties. Except on the grounds of gross misconduct, the ECB may not terminate the employment contracts held by trade union representatives during their respective terms of office before the date on which their contracts were due to expire. No trade union representative and no trade union member shall be discriminated against for legitimately exercising their rights and duties in their capacity as a member or a representative. If there is evidence showing that a trade union representative or a trade union member is being discriminated against, the ECB shall investigate the case without delay and take all appropriate measures.

**2. Information, early involvement and consultation**

**a. Scope**

The trade union shall be informed on the recent and intended development of the ECB, its activities as well as economic and financial situation, in as far as they may have an effect on the situation or interests of staff.

The trade union shall be part of the early involvement procedure and consulted on proposed structural developments within the ECB as well as on proposed measures leading to material changes in work organisation and measures leading to changes in contractual relations or employment-related policies.

The trade union may submit suggestions on matters falling within this scope. The rules for the early involvement procedure and the consultation procedure shall apply mutatis mutandis to the trade union's suggestions.

**b. Purpose**

The purpose of information sharing, early involvement and formal consultation shall be to permit and promote a two-way flow of ideas and information between the ECB and the trade union so as to ensure that both parties have a better understanding of each other's perspective on issues that fall within the scope of this Memorandum of Understanding. Although early involvement and consultation shall not aim to reach mutual agreement, they shall provide an opportunity for the trade union to influence the decision-making process.

### **c. General principles**

Both parties

- shall work amicably in a spirit of partnership, in good faith and mutual respect and
- shall undertake to the best of their ability to maintain a timely progress of the procedures foreseen under this Memorandum of Understanding

### **d. Information-sharing**

In order to share information on issues falling within the scope of this Memorandum of Understanding, meetings between the President or the Member of the Executive Board in charge of staff relations and the trade union shall take place twice a year. Additional meetings may be organised at the request of the trade union, of the President or of the Executive Board member in charge of staff relations.

Meetings between the Director General of the business area in charge of staff relations and the trade union shall take place once every two months. Additional meetings may be organised at the request of either party.

Technical meetings shall be organised as often as appropriate to discuss matters falling within the scope of this Memorandum of Understanding.

### **e. Early involvement procedure (EIP)**

#### **- Preparation**

The business area in charge of staff relations shall propose issues falling within the scope of the EIP to the trade union, on the basis of its advance work planning as approved by the Executive Board. Issues to be covered by the EIP may be requested by the trade union. The issues to be covered shall be agreed and reviewed in half-yearly intervals. Once informed on the nature of the issues and prior to starting the discussion phase, the trade union may seek the views of its members on the issue at stake.

The parties shall agree on participation in the EIP at the beginning of each EIP. They shall endeavour to nominate an appropriate number of representatives for each EIP, to keep their respective constituencies (Business area in charge of staff relations and the trade union) informed and seek their feedback. The names of representatives for each EIP shall be communicated between the parties before the elaboration of the trade union's opinion on the matter.

#### **- Exchange of views**

Once the issue is agreed the EIP shall formally start. At the start of the EIP the business area in charge of staff relations shall present the orientation of the proposed policy and its reasons. The representatives of the trade union shall be given the opportunity to present their views.

Without prejudice to the reporting lines and information sharing within the business area in charge of staff relations, all documents shared and proposals made during this phase shall only be shared between the parties' representatives unless otherwise agreed. External professional, including legal, advice may be taken.

On the basis of the discussions with the trade union representatives the business area in charge of staff relations shall draft more concrete policy proposals or amendments.

Subsequently, a draft document shall be presented to and discussed with the trade union's representatives.

- **Conclusion of the EIP**

The business area in charge of staff relations shall submit the conclusions of the EIP to the Executive Board for consideration. Subsequently, the formal consultation procedure of the trade union shall be initiated.

- f. Formal consultation**

- **Preparation**

When starting a consultation procedure, the business area in charge of staff relations shall submit a request to the trade union's representatives with complete information which allows the trade union to acquaint itself with and to examine the issue at stake.

- **The trade union's first written opinion**

The trade union shall deliver a written opinion within 20 working days from receipt of the request for consultation, unless otherwise agreed.

- **Business area reply**

The business area in charge of staff relations shall reply within a period equal to that granted to the trade union. For proposals that have been subject to the EIP, this reply shall conclude the formal consultation.

- **Additional opinion**

For proposals that have not been subject to the EIP the trade union may adopt an additional opinion on the reply from the business area in charge of staff relations within ten working days of receiving it.

- **Conclusion of the formal consultation**

The business area in charge of staff relations shall communicate all the consultation documentation in its original format to the Executive Board to enable it to take its decision on the matter subject to consultation. Differences on the substance of the proposals and their rationale shall be marked in the documentation in one document.

- **Dispute resolution procedure**

In the event of a dispute on the fundamentals of the topic subject of the consultation and prior to its submission to the Executive Board, the trade union may call for a meeting with the

member of the Executive Board in charge of staff relations. The purpose of this meeting shall be to give an opportunity to the parties to present their views on the issue at stake and to look for ways to resolve the dispute.

- **Executive Board decision**

After the conclusion of the formal consultation, the Executive Board shall decide on the proposal.

The business area in charge of staff relations shall inform the trade union of the Executive Board's decision without delay.

**g. Information and consultation of ECB staff**

This Memorandum of Understanding is without prejudice to the ECB's right to inform and consult ECB staff on proposals related to issues falling within the scope of this Memorandum of Understanding.

**3. Contact with ECB staff**

**a. General information meetings**

In order to present itself and its achievements, the trade union may organise one general information meeting per year, either jointly with, or separately from, the Staff Committee's general staff assembly. All ECB members of staff may attend. Members of the Executive board may also be invited to attend and may speak. The business area in charge of staff relations shall be informed at least ten working days in advance that such meeting shall be held. Such meeting may take place on ECB premises and may be organised during office hours. Time spent at the meeting shall be deemed to be working time. It does however not qualify for overtime compensation.

**b. Trade union members' assemblies**

The trade union may also organise meetings dedicated to the information or the exchange of views with members of staff who are trade union members. Such meetings shall not represent more than six hours per year. Prior notification shall be given to the business area in charge of staff relations not less than two working days in advance. Such meetings may take place on ECB premises and may take place during working hours. Time spent at the meeting shall be deemed to be working time. It does however not qualify for overtime compensation.

**c. Other meetings**

In addition to the abovementioned meetings, the trade union may organise meetings to discuss issues of interest with members of staff. Such meetings may take place as often as appropriate and no prior notification needs to be given to the business area in charge of staff relations.

Such meetings may take place on ECB premises but only outside standard working hours. Time spent at such meetings shall not be deemed to be working time.

**d. Assistance to staff members**

Trade union representatives and trade union members may provide assistance to members of staff in the internal procedures foreseen by Article 47 of the Conditions of Employment, Article 8.1.7 of the Staff Rules, Article 7.3 (c) of the AC 01/2006 on Internal Administrative Inquiries and Article 2 of the informal resolution procedure of the Dignity at Work policy. The assistance provided is without prejudice to the Staff Committee's role.

**e. Intranet postings, intranet presence**

The trade union shall have access to intranet facilities. It shall be allowed to post ad hoc announcements whenever appropriate. In addition, it may set up and maintain a presence on the ECB's intranet. However, during the election campaigns to elected committees, the election rules for elected committees shall apply.

**f. E-mails to all members of staff**

The trade union shall be entitled to send e-mails to all members of staff. In so doing, it shall comply to the greatest possible extent with the ECB policy on internal communication. During the election campaigns to elected committees, it shall comply with the election rules for elected committees.

**g. Flyers, leaflets and newsletters**

The trade union is allowed to distribute flyers, leaflets, newsletters or similar kinds of information material. This distribution may be done by trade union members, however, recourse to messenger services may also be possible. During the election campaigns to elected committees, the election rules for elected committees shall apply.

**4. Facilities granted to the trade union**

**a. Use of ECB premises**

The ECB shall provide an office room, furniture and office supplies to the trade union. The trade union shall also be entitled to use meeting rooms as appropriate for meetings between trade union representatives, trade union members and/or members of staff. Wherever applicable they shall comply with the relevant security and office rules.

**b. Use of communication facilities**

Communication between the trade union and its members may be organised as appropriate, as



long as it does not distract members of staff from their duties. Article 3 shall apply to communication between the trade union and members of staff who are not member of a trade union.

**c. Use of other facilities**

The trade union may be authorised to use other facilities such as translation services, copy services, mail services. A motivated request shall be submitted to the business area in charge of staff relations. Such provision of service may give rise to a fee.

**d. Special leave**

Trade union representatives and their alternates shall be collectively entitled to twenty-four days of special leave per year in total for trade union purposes. Notification shall be given to the Head of Division of the trade union representative concerned and to the business area in charge of staff relations, at least ten working days in advance.

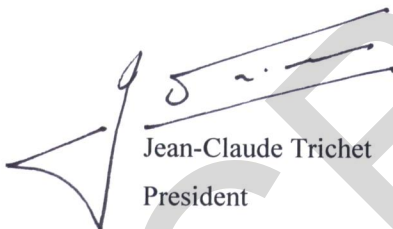
**5. Entry into force of the Memorandum of Understanding and review**

This memorandum shall take effect on the day subsequent to the signature by the duly authorised representatives of the Parties. Where a consultation of the staff representatives has already been initiated, it shall apply only to the next consultation phase, without retroactivity.

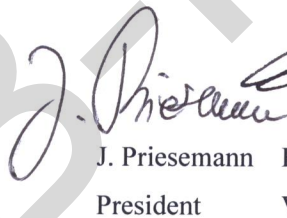
Signed at Frankfurt, on 3 July 2008

For the ECB

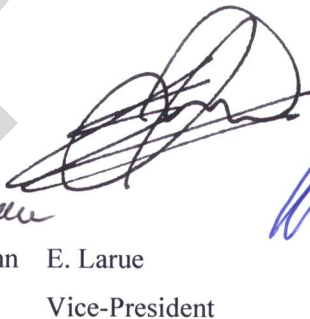
For IPSO



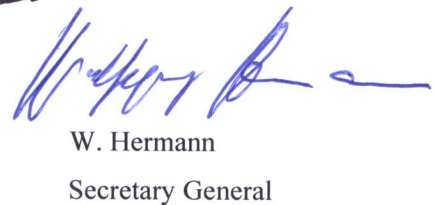
Jean-Claude Trichet  
President



J. Priesemann  
President



E. Larue  
Vice-President



W. Hermann  
Secretary General