

**COLLECTIVE AGREEMENT  
ON  
CONFLICT PREVENTION AND RESOLUTION**

**Between the International Labour Office and the ILO Staff Union**

*Preamble*

Within the framework of the *Recognition and Procedural Agreement between the International Labour Office and the ILO Staff Union*, dated 27 March 2000, as amended on 6 November 2003, and in accordance with paragraphs 1 and 2 of article 27 of the *Collective Agreement on a Procedure for the Resolution of Grievances*, dated 13 September 2000, and paragraphs 1 and 2 of article 25 of the *Collective Agreement on the Prevention and Resolution of Harassment-Related Grievances*, dated 26 February, 2001, the Parties reviewed the operation of both grievance Agreements and have renegotiated them in the light of this review. Arising from this renegotiation, both of these Agreements are replaced by this *Collective Agreement on Conflict Prevention and Resolution*.

The purpose of this Agreement is to establish fair, transparent, efficient and effective procedures for the prevention and resolution of workplace conflicts and grievances. These procedures are based on recognition of, and respect for, the rights and responsibilities of all officials working in a multicultural environment.

The Agreement establishes a conflict prevention and resolution procedure consisting of three components as follows:

- Prevention;
- Informal conflict resolution; and
- Formal grievance resolution comprising a general grievance procedure and a sexual harassment grievance procedure.

Particular emphasis is given to ensuring that problems are addressed quickly through dialogue and at the level closest to where the problem arises.

*Article 1  
Prevention*

The Parties are committed to promoting a work environment where all officials can discharge their professional responsibilities in an efficient and effective manner and where each individual is treated with respect, dignity and courtesy. To this end, policies and strategies aimed at preventing grievances shall be developed and promoted. These include training, information, the development of policy statements and periodic reports by the bodies set up under this Agreement, as appropriate.

*Article 2*  
*Informal conflict resolution*

Informal conflict resolution is designed to provide a voluntary, flexible, confidential and informal process for the resolution of workplace problems. The Parties are committed to ensuring that effective informal conflict resolution mechanisms are in place and to encouraging their full use in good faith before formal grievance procedures are invoked.

Informal conflict resolution is not a first step in the general grievance procedure or in the sexual harassment grievance procedure but is a stand-alone process. It is a valuable and resource-efficient means available to management, individual officials, or groups of officials confronted with the same workplace problems, to resolve these problems quickly and informally. For these reasons, it is flexible, applies to all types of workplace problems, is not bound by any time limits, no records of the proceedings are maintained and the process is confidential to the parties.

The following informal conflict resolution options are available:

- Third party assistance;
- Facilitation; and
- Mediation.

*Third party assistance*

An official may request the assistance of the Human Resources Development Department (HRD), a higher-level chief, the Staff Union, or an ILO official or former official to assist with the informal resolution through dialogue of a workplace problem.

*Facilitation*

An official may request the services of a facilitator to assist in informal resolution through dialogue of any workplace problem. The role of the facilitator is to enable confidential dialogue between the parties to a workplace problem so that they can explore options for its informal resolution. All facilitation proceedings shall be confidential to the parties and no records of the proceedings shall be maintained.

A pool of trained facilitators at Headquarters and in the field shall be drawn from ILO officials and appointed by the Mediator. A list of trained facilitators can be obtained from the Mediator's Office. The work of a facilitator shall be considered official duties and officials who are facilitators shall be released to the extent necessary from their normal duties for this purpose.

*Mediation*

An official may request the services of the Mediator to assist with the informal resolution of any workplace problem. These services shall be provided in accordance with the general principles, practices and procedures governing mediation. All mediation proceedings shall be confidential to the parties and no records of the proceedings shall be

maintained. However, if the Mediator becomes aware of an imminent risk of serious harm to an individual, he/she will inform the Office and any other relevant authority.

The Mediator, who shall not be an ILO official at the time of appointment, shall be nominated by joint agreement of the Parties. The terms and conditions of appointment of the Mediator shall be determined by the Office within the framework of the provisions of this Agreement.

### *Article 3 Formal grievance resolution*

All grievances shall be processed in the same way with the exception of sexual harassment grievances. Sexual harassment grievances shall be dealt with through a separate fast-track procedure that recognizes the importance of dealing with such complaints expeditiously and in strict confidence.

Processing a grievance through these procedures requires a substantial commitment of time and resources. Grievances that are found to be frivolous or vexatious shall be summarily dismissed. Grievances that are found to be malicious may be considered to constitute serious misconduct.

#### I. General grievance procedure

The parties to a general grievance procedure are the official concerned and the Office. This procedure shall consist of the following stages:

- Review by HRD;
- Review by the Joint Advisory Appeals Board.

#### *Review by HRD*

An official who wishes to initiate a general grievance procedure concerning his/her terms and conditions of employment shall notify HRD in writing within **6 months** of the occurrence of the matter giving rise to the grievance.

HRD will review the matter and take a decision within **3 months**. This review may be suspended by agreement between HRD and the official concerned for a maximum period of **3 months** to facilitate informal resolution of the grievance.

#### *Review by the Joint Advisory Appeals Board*

##### a) Procedure

If the official does not accept the decision of HRD or no decision is communicated to the official within the time allowed, the official may file a grievance with the Joint Advisory Appeals Board (JAAB) within **1 month** following the decision or expiry of the time

allowed for a decision by HRD. A standard form is available to facilitate the filing of a grievance.

The JAAB shall submit its report to the Director-General normally within **3 months** and the Director-General shall take a final decision within **2 months** of its submission. The Director-General may consult as she/he considers appropriate before taking this final decision. The JAAB shall be advised of the Director-General's decision. In the absence of an express decision within this **2 month** period, the JAAB shall provide the parties with a copy of its report and the official shall be entitled to imply acceptance of the recommendations of the JAAB.

The outcome of the general grievance procedure is subject to appeal to the ILO Administrative Tribunal in accordance with its Statute.

b) **Composition and role of the JAAB**

The JAAB is a body of peers operating within an industrial relations framework in accordance with procedures and the basic principles of fairness and justice generally recognised in international administrative law. Its role is to advise the Director-General as to the merits of the specific claims submitted to it, based on an examination of the relevant facts and documents, having regard to the official's contract of employment, generally recognised principles of international administrative law, existing collective agreements, Staff Regulations and other rules governing the terms and conditions of employment. There shall be no external legal representation before the JAAB.

The JAAB is composed of at least three Chairpersons, who shall not be ILO officials, appointed by the Director-General on the recommendation of the Joint Negotiating Committee, and of two groups of members, who shall be serving officials, nominated by each of the Parties. The chairpersons and members shall be independent in the exercise of their functions. Each case shall be examined by a Panel comprising a Chairperson and two members, one from each group. The Panel shall organize its meetings, oral proceedings and hearings in the most cost effective manner for the Office.

Participation in the work of the JAAB shall be considered official duties and officials who are members of a Panel shall be released to the extent necessary from their normal duties for that purpose.

In order to simplify and streamline specific appeals procedures provided for in the Staff Regulations, the JAAB shall assume responsibility to hear any such appeals, a list of which is provided in the amendments to Chapter X of the Staff Regulations contained in Annex I.

## II. Sexual harassment grievance procedure

The Parties affirm their commitment to a working environment that is free of all forms of harassment, in particular sexual harassment.

Sexual harassment is defined as any unwanted conduct of a sexual nature in a workplace or in connection with work that, in the reasonable perception of the person concerned, is

used as a basis for a decision which affects that person's employment or professional situation, or creates an intimidating, hostile or humiliating work environment for that person.

The following procedure should be read in conjunction with the policy statement on sexual harassment contained in Annex II. This procedure recognizes that allegations of sexual harassment require speedy, confidential and effective examination.

The sexual harassment grievance procedure shall consist of the following stages:

- Review by HRD;
- Investigation.

An individual<sup>1</sup> who believes that he or she has been subjected to sexual harassment as defined above is encouraged to attempt to resolve the matter directly or through the informal procedures set down in Article 2 of this Agreement.

An individual who believes that he or she has been subjected to sexual harassment as defined above and who wishes to initiate a formal grievance procedure, shall notify HRD in writing within **6 months** of the occurrence of the behaviour which gave rise to the grievance.

The matter will be reviewed by HRD within **1 month** and the individual shall be notified of the measures HRD intends to apply, which may include referring the matter for investigation.

If the individual is not satisfied with the measures proposed by HRD or no proposal is communicated to the individual within this period, the grievance shall be submitted to independent investigation within **1 month** of the communication of a proposal or the expiry of the time allowed for that communication.

A pool of trained Investigators shall be drawn from ILO officials and appointed by the Director-General on the recommendation of the Joint Negotiating Committee. The assignment of the grievance to an Investigator or Investigators shall be notified to the official, HRD and any other parties directly involved.

The Investigator or Investigators shall submit a report to the Director-General normally within **3 months** from the assignment of the grievance. This report shall contain findings as to the facts as well as suggestions, where appropriate.

The Director-General shall take a decision within **2 months** of the submission of the report. He shall communicate it to the individual and any other party directly implicated together with a copy of the report, having regard to any privileged information necessary

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<sup>1</sup>Officials, job applicants and any other individuals with a contractual relationship with the Office, such as interns, external collaborators and technical cooperation personnel.

to protect third parties. If no decision is taken at the expiration of this period, the Investigator shall provide the official with a copy of the report (subject to the restrictions noted above), and the individual shall be entitled to imply acceptance of the findings as to the facts and a rejection of the grievance.

The outcome of the sexual harassment grievance procedure, including an implied rejection of the grievance, is subject to appeal to the ILO Administrative Tribunal in accordance with its Statute.

*Article 4*  
*Class actions*

The Parties have agreed that, subject to the adoption by the International Labour Conference of an amendment to the ILOAT Statute to this effect, provision shall be made in the Staff Regulations regarding complaints brought by the ILO Staff Union against decisions affecting its rights or status under the relevant legal provisions or impinging upon the legal rights under the Staff Regulations of the staff as a whole or of a category of the staff.

*Article 5*  
*Whistleblowing*

Without prejudice to the right to pursue grievances, where an official becomes aware of non-compliance with ILO internal rules and procedures (other than financial rules covered by other specific procedures), breach of the standards of conduct of the international civil service or concealment thereof, she/he may either transmit the information to the relevant authority within the Office or to the Mediator who shall transmit the information to the relevant authority for appropriate action. The relevant authority and the Mediator shall be responsible for protecting the anonymity of the official.

*Article 6*  
*Final provisions*

This Agreement shall come into operation progressively during 2004 on dates and in a manner to be determined by the Parties conditional on the various mechanisms being effectively in place. Arrangements will be made to provide for the processing of grievances during any transitional period.

This Agreement shall be implemented by means of the agreed Staff Regulations and circulars appended to it in accordance with Article 8, paragraph 4 of the Recognition and Procedural Agreement, as amended on 6 November 2003. The Office shall submit to the Governing Body any proposed amendments to the Staff Regulations necessary to give effect to this Agreement.

No terms of this Agreement or its annexes shall be suspended, modified or otherwise amended except by means of a written agreement signed by the Parties. Either Party may terminate this agreement by giving six months' notice in writing to the other Party.

A copy of this Agreement, the amendments to the Staff Regulations and the related circulars shall be posted on the Office website.

Signed in Geneva, this twenty-fourth day of February 2004, in two copies, in the English language, by the representatives of the Parties duly authorized to that effect.

For the Office:

For the Union: