

**COLLECTIVE AGREEMENT ON A PROCEDURE FOR
JOB GRADING**

between

**the INTERNATIONAL LABOUR OFFICE
(hereinafter referred to as “the Office”)**

and

**the ILO STAFF UNION
(hereinafter referred to as “the Union”)**

Preamble

The purpose of this Agreement is to establish a new approach to job grading which provides a simple, fair and transparent means of placing staff members into the appropriate grade and facilitating an equitable and accessible procedure for resolving grading appeals.

The new approach is also designed to assist staff in career planning and development by providing clear information and criteria for selection and promotion.

The approach is based on generic job descriptions and job families. The grade attached to each generic job description is based on the United Nations common system job classification standards.

The Office and the Union, hereinafter referred to as “the Parties”, consider that this Agreement improves on the job grading system which existed prior to the application of the Collective Agreement on Arrangements for the Establishment of a Baseline Classification and Grading dated 14 March 2001 (Baseline Agreement). All substantive entitlements of staff members shall remain intact, except where this Agreement states otherwise.

Article 1

Definitions

For the purpose of this Agreement,

- 1.1 The expression “staff member” means any person in a paid relationship with the Office. This definition shall exclude *bona fide* external collaborators, daily contract workers and commercial service providers.
- 1.2 The expression “applicable line manager” means either the staff member’s immediate supervisor or any of the superiors of that supervisor.

- 1.3 The expression “job grading” means a formal and systematic process by which jobs are aligned to appropriate job grades.
- 1.4 The expression “generic job description” means a statement describing the required competencies, levels of responsibility and typical duties of a job at a particular grade level within a job family, as agreed by the Parties under the Baseline Agreement.
- 1.5 The expression “job family” means a group of progressively more responsible positions within an occupational grouping requiring similar experiences and types of skills.
- 1.6 The expression “grade level” means the grouping of grades, namely G1 to G4 and G5 to G7, P1 to P3 and P4 to P5, as well as the appropriate equivalents in field duty stations, including National Officers (NOs).

Article 2

Guiding principles

- 2.1 The procedure for job grading serves to enhance the career of staff members.
- 2.2 The new procedure is fair, transparent, speedy and may be initiated either by an individual staff member or by an applicable line manager.
- 2.3 Staff members have the right to appeal a decision on job grading. The process of appeal is in accordance with due process, fair procedures and natural justice.
- 2.4 Every staff member has the right to information on the decisions underlying his/her job grading.
- 2.5 The procedure for job grading recognizes that generic job descriptions may need to be reviewed and revised over time.

Article 3

Review of a job grade

- 3.1 A job grade review may be initiated:
 - (a) when a material and ongoing change in duties and responsibilities has occurred; and/or
 - (b) when work has been redistributed on an ongoing basis amongst positions in or between (an) organizational unit(s).
- 3.2 The review may be initiated either by a staff member or by an applicable line manager.
- 3.3 A staff member who has successfully completed his/her probationary period and who wishes to initiate a job grade review shall do so by writing to the applicable line manager, with copy

to the Human Resources Development Department (HRD), indicating the generic job description and the grade which, in his/her view, better corresponds to his/her job.

- 3.4 The staff member may send a written request for an interview with the applicable line manager in order to discuss the job grading request. The interview shall take place within 10 working days of receipt of the request.
- 3.5 The applicable line manager shall have 40 working days from the date of the request for a job grading to examine the case, to liaise with HRD and to respond in writing to the staff member with a grading decision.
- 3.6 The applicable line manager shall review the job grade in accordance with the manual outlining the grading methodology, jointly agreed between the Office and the Staff Union.
- 3.7 If the applicable line manager does not respond in writing within 40 working days, the staff member may invoke the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000 (Grievance Procedure).
- 3.8 In the case of a positive decision by the applicable line manager, that decision will be implemented immediately. The promotion will take effect from the first day of the month following that decision.
- 3.9 In the case of a promotion to a higher grade level, the higher grade shall be applied subject to the successful completion of the Assessment and Development Centre.
- 3.10 If a grading decision by the applicable line manager or an appeal results in a promotion from the General Service category to the Professional category, the applicable line manager shall submit the grading decision without delay to the Director-General for approval. The Director-General shall have 20 working days to respond. If the Director-General does not reply within the specified time-limit, the grading decision shall be implemented. If the Director-General rejects the grading decision, s/he shall provide a reasoned reply to the staff member, within the deadline.
- 3.11 Where the job grading review is initiated by the applicable line management, the above procedure applies, *mutatis mutandis*, notably, the interview referred to in Article 3.4 above.

Article 4

Grading Appeals

- 4.1 If the staff member disagrees with the applicable line manager's decision, s/he may appeal to the Independent Review Group described below, by writing to HRD within 30 working days from the date of the applicable line manager's decision.
- 4.2 The Parties agree to jointly nominate 14 staff members to the Independent Review Group.
- 4.3 The Independent Review Group shall examine appeals in teams of two members who, together, shall render a reasoned decision on each appeal within 20 working days from the submission date.

- 4.4 If the Independent Review Group team cannot reach a unanimous decision, or fails to give a decision within the time allowed, the examination of the appeal shall be referred to a second team comprising three members.
- 4.5 The second team shall take a decision by majority vote within 10 working days of the referral.
- 4.6 If the Independent Review Group does not give an answer within the time limits set above, such a situation shall be considered to be a procedural flaw for the purpose of Article 5 below.
- 4.7 If the decision of the Independent Review Group results in a promotion, it shall take effect from the first day of the month following the applicable line manager's grading decision that was reviewed by the Independent Review Group.
- 4.8 The Director-General shall have 20 working days to oppose implementation of the Independent Review Group's decision, in which case s/he shall expressly state substantive reasons for his/her view; this statement shall not enter into technical grading considerations.
- 4.9 If the Director-General does not oppose the implementation of the Independent Review Group's decision, or does not provide the express statement within the said time limit, the grading decision shall be implemented.
- 4.10 Participation in the work of the Independent Review Group shall be regarded as official duty. At all times, members of the Independent Review Group shall respect their duty to maintain confidentiality of the process.

Article 5

Application to the Joint Panel

- 5.1 If a staff member contests a decision of the Independent Review Group or a rejection of a grading decision by the Director-General made pursuant to Article 3.10 on the grounds of alleged procedural flaw or unfair treatment, s/he shall have 30 working days from the date of receipt of the decision, or from the date when such decision was due, to submit it for review to the Joint Panel created under the Grievance Procedure.

Article 6

Local staff in Field Offices

- 6.1 The Parties shall appoint an Independent Review Group in each region to examine appeals on grading of local General Service staff. Appeals for the National Officer grades NO-A and NO-B shall be examined at the regional level. Appeals for the National Officer grades NO-C and NO-D shall be examined by the Independent Review Group at Headquarters.

Article 7

Miscellaneous

- 7.1 The Parties agree that nominations to the Independent Review Groups shall be completed by 1 November 2001. The Parties further agree to establish terms of reference for the Independent Review Groups no later than 1 November 2001.
- 7.2 The Office shall provide career counselling to staff members who request it.
- 7.3 The Office shall provide an annual report on job grading activities to the Joint Human Resources Committee.
- 7.4 All job families with corresponding generic job descriptions will be described in the manual relating to the grading methodology.

Article 8

Transitional Measures

- 8.1 The Parties recognise that, in the implementation process, some transitional issues might arise. At the request of one of the Parties, solutions to such transitional issues would be negotiated as a matter of urgency.
- 8.2 The Parties agree to jointly endeavour to introduce, through the International Civil Service Commission, a unified grading system for all categories of staff.

Article 9

Final provisions

- 9.1 The procedure provided for under the present Agreement will become fully operational on 1 April 2002.
- 9.2 This Agreement shall become effective on the date of signature. It shall be valid for two years from the date of its signature. The Parties agree to review the operation of this Agreement at the end of that period. Thereafter, the Agreement shall remain in force until one of the Parties gives the other Party at least six months' written notice of termination. All appeals raised at the time of the notice of termination shall be resolved in accordance with the terms of the Agreement.
- 9.3 No terms of this Agreement shall be suspended, modified, cancelled or otherwise amended except by means of a written agreement signed by the Parties. The Parties may re-negotiate any part of this Agreement.

- 9.4 In the event of a difference of opinion on the interpretation or application of this Agreement, the matter shall be submitted to the Review Panel, as per Article 7 of the Recognition and Procedural Agreement signed between the Parties on 27 March 2000.
- 9.5 The Office shall submit to the March 2002 session of the Governing Body any amendments to the Staff Regulations and other relevant texts necessary to give effect to this Agreement, in a manner which also preserves other substantive entitlements of staff members within the meaning of the Preamble to this Agreement. In any case of doubt between this Agreement and a relevant provision of the Staff Regulations, the interpretation that is more favourable to the staff member(s) concerned shall take precedence and prevail.
- 9.6 A copy of this Agreement, amendments to the Staff Regulations (if any) and the related circulars shall be provided to each existing and future staff member. The Parties shall ensure that all staff members are aware of the existence of this Agreement.

SIGNED in Geneva, this nineteenth day of February 2002, in two copies, in the English language, by the representatives of the Parties duly authorized to that effect.

For the Director-General:

For the Staff Union:

Alan WILD
Director
Human Resources Development Department
International Labour Office

David DROR
Co-Chairperson - JNC
Staff Union
International Labour Office