

Recognition and procedural agreement
between
the International Labour Office
(hereinafter referred to as "the Office")
and
the ILO Staff Union(hereinafter referred to as "the Union")

WHEREAS the Office and the Union recognize that, so far as it has the authority to do so, the Office, as an employer, should promote the principles and rights embodied in the Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), the Right to Organise and Collective Bargaining Convention, 1949 (No. 98), the Labour Relations (Public Service) Convention, 1978 (No. 151) and Article 20 of the Universal Declaration of Human Rights;

WHEREAS it is the intention of the Office and the Union to work in a spirit of partnership, in good faith and mutual respect;

WHEREAS this requires the development of a social dialogue between the Office and the Union, through the sharing of information, the development of consultation mechanisms as well as collective bargaining, to enable all staff members to influence the evolution of the Organization;

WHEREAS the Office and the Union recognize that effective social dialogue is best realized through a representative Union, and that all staff members should be made aware of this shared philosophy;

THEREFORE, the Office and the Union (hereinafter referred to as "the Parties") have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement:

- (a) The expression "**staff member**" means any person with a paid relationship with the Office, other than bona fide external collaborators;
- (b) The expression "**Union member**" means a staff member who is a member in good standing of the Union in terms of its Rules;
- (c) The expression "**Union representative**" means the Officers of the Union, accredited Union officials, shop stewards or such other staff member who is nominated by the Union to represent it;

- (d) The expression "**Management representative**" means a person nominated by the Director-General in writing to represent the Office in its relationship with the Union;
- (e) The expression "**common system**" means the United Nations Acommon system^o of organizations, funds and agencies.

Article 2

Recognition

1. Collective bargaining within the Office is defined as negotiations in good faith with the objective of reaching collective agreement between the Parties on:

- (a) so far as the Office has the authority to do so, policies, procedures and practices to give effect, in the Office, to common system terms and conditions of employment;
- (b) common system terms and conditions of employment that the Parties agree they will jointly endeavour to change through the established mechanisms;
- (c) policies, procedures and practices on terms and conditions of employment in the Office which are not covered by the common system;
- (d) issues affecting a group of staff members arising from day-to-day management and administration in the Office, without prejudice to arrangements governing individual grievances.

2. The Office recognizes the Union as the representative of the interests of its members within the Office for the purposes of social dialogue, information, consultation and collective bargaining.

3. The Union recognizes the rights and responsibilities of the Office to manage and vest its Management to do so, who shall at all times be solely responsible therefor.

Article 3

Release of Union representatives to exercise their functions and related facilities

1. The Union shall provide the Office with a written record of all accredited Union representatives.

2. The Union is entitled to such facilities and time-off release for its representatives from their official duties as provided for in ILO Circular, Series 6, No. 448, attached to this Agreement as Annex I, and forming an integral part thereof. No later than six months from the signature of this agreement, the Parties shall revise and update Annex I regarding the facilities provided by the Office to the Union, without prejudice to

acquired rights or long-standing customs and practices on this matter. Thereafter, these provisions may be revised from time to time, subject to agreement in writing between the Parties.

3. The Office undertakes to deduct current Union contributions from the salaries of Union members and to remit the amounts so deducted to the Union on a monthly basis, together with a schedule of their names and of the amounts deducted.

4. The Office and the Union shall from time to time discuss training requirements of Union Representatives. Such training may be carried out on a joint, partnership basis, if agreed.

Article 4

Non-discrimination and non-victimization

The Office undertakes that Union representatives shall not be discriminated against or victimized for exercising their rights and duties as Union representatives nor any staff member on the account of his/her Union membership.

Article 5

Negotiation procedure

1. The Parties agree to the creation of a Joint Negotiating Committee, with an equal number of representatives, not exceeding six persons on each side, unless the Parties agree otherwise. Each Party also has the right to be assisted by technical advisers of its choice in preparations for meetings. Such technical advisers may be invited to meetings of the Joint Negotiating Committee by prior agreement between the Parties. Joint resource persons may be invited subject to prior agreement by both Parties.

2. Wherever possible, regional, gender and staff-category considerations would be taken into account in the composition of the negotiating Parties.

3. The Joint Negotiating Committee shall nominate its Joint Chairpersons, one representing the Union and the other the Office.

4. Each side shall nominate a Secretary, and together the two Secretaries shall be responsible for all the administrative arrangements for the meetings, including production of the draft agenda. The joint Secretaries will also produce a report of the proceedings within two weeks of each meeting, unless otherwise agreed, for approval in the subsequent meeting.

5. Attendance in the Joint Negotiating Committee and any work directly related to it shall be considered as exercise of official duties within the meaning of Article 3.2 above.

6. The Joint Negotiating Committee shall meet within 20 working days of a request of one of the Parties, but at least three times a year. Union representatives shall be entitled to hold a meeting prior to each Joint Negotiating Committee meeting. The Office agrees to meet reasonable costs associated with the preparatory meetings and the meetings of the Joint Negotiating Committee. In addition to collective bargaining issues,

part of the Joint Negotiating Committee meetings will be devoted to the discussion of developments in the Office and related organs.

7. Should the Joint Negotiating Committee fail to reach agreement, the procedure provided for in article 7 shall apply.

Article 6

Provision of information

1. Subject to its duty to respect the confidentiality of staff member personal data, the Office undertakes to provide the Union with any information relevant to the collective bargaining process and the work of the Joint Negotiating Committee, including financial reports, proposed and approved budgets, staff statistics, results of periodic staff reviews and other documents that may be required from time to time.

2. The Office shall also provide the Union with all the relevant documents relating to issues to be discussed at bodies of the common system, in advance of those meetings, subject to their availability (in particular the ACC, CCAQ, ICSC, Ad Hoc Interagency Meetings on Security and other inter-agency meetings such as meetings of Directors of Personnel, AHRMIO, etc.), as well as the outcome of those bodies and meetings.

3. The Union will provide the Office with a copy of its rules and shall notify the latter within 14 days of any amendments thereto.

4. Any information provided on a confidential basis shall retain that status. In this respect, the Parties undertake not to disclose any such confidential information.

Article 7

Collective dispute settlement procedures

1. The procedure set out below refers to disputes over collective issues between the Office and the Union. Individual grievances shall be dealt with under the recognized grievance procedures.

2. In the event of failure to reach agreement at the Joint Negotiating Committee or in the event of a difference of opinion in the interpretation or application of existing agreements, the matter shall be submitted to a Review Panel composed of three members, one chosen by each Party and the third one, who shall act as Chair, jointly nominated by the Parties. The Review Panel shall be constituted within two months of the date of this agreement, and shall be mandated for a period of two years. Members of the Review Panel shall not act as representatives of either Party in the Joint Negotiating Committee.

3. The Review Panel shall determine the process to be followed in each case; it may involve, in consultation with both Parties, written and oral presentations and both formal and informal discussions with both Parties, separately or together. The process should be concluded within 15 working days of appointment of the Review Panel, unless both Parties agree on extension of the period.

4. The Review Panel shall make every effort to find a solution to the dispute to which both Parties can agree. In the event of a failure to find such a solution, the Review Panel will issue a recommendation to the Parties. Should a Party reject the recommendation, it shall inform the other Party, and the Review Panel, in writing, within no more than 15 working days, of its reasons for non-acceptance.

5. Should a recommendation be rejected by one Party, and after written notice to that effect, either Party shall have the right to take such action/s as it deems necessary.

Article 8

Miscellaneous

1. This Agreement shall become effective on 1 April 2000, and shall be valid for two years. The Parties agree to review the operation of this agreement at the end of that period. Thereafter, the agreement shall remain in force indefinitely, subject to Paragraph 2.

2. Subject to Paragraph 1 above, either Party may terminate this agreement by giving six-months- notice in writing to the other Party.

3. No term 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, by common consent, renegotiate any part of this Agreement.

4. This Agreement takes precedence over relevant provisions of the Staff Regulations in any case of conflict between these two texts. The Staff Regulations will be amended to meet the terms of this Agreement.

5. A copy of this Agreement shall be provided to each staff member.

SIGNED in , thisthe day of 2000, in two copies, in the English language, by the representatives of the Parties duly authorized to that effect.

FOR THE UNION

_____, in his/her capacity as _____ of the Union,

FOR THE OFFICE

_____, in his/her capacity as _____ of the Office.