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1. The paper presented to the Committee in March 2000¹ explained progress to date in the implementation of the ILO Human Resources Strategy, set out a detailed forward action plan and asked the Governing Body to endorse actions on a wide range of related fronts. Following the endorsement of the approach, this paper reports on the progress made in the implementation of the HR strategy; presents further actions for endorsement; seeks agreement to changes in the ILO Staff Regulations to give effect to changes in procedures; and requests funding approval for the ongoing development and implementation of actions for the remainder of the 2000-01 biennium.
2. The body of this paper refers to the progress made in the implementation of the major areas of human resources reform and the budgetary implications of putting the reforms into place. In order to make rapid progress on implementation during the course of this year, it should be noted that discretionary spending in the HRD budget for 2000-01 has been brought forward.

A. Collective bargaining

3. Following the signing of the Recognition and Procedural Agreement in March of this year, the Joint Negotiating Committee (JNC) has met regularly and agreement has been reached on a wide range of issues, including the new collective agreements on grievance resolution and resourcing which are appended to this paper (Appendix II). To date there have been no issues on which the ILO and the Staff Union have been unable to reach agreement. Appendix I sets out the changes required to the Staff Regulations to give final effect to the implementation of the Recognition and Procedural Agreement by replacing the Administrative Committee and the Selection Board with the JNC and other bodies established by the Director-General in agreement with the ILO Staff Union.

B. Grievance handling

4. On September 13 the "Collective Agreement on a Procedure for the Resolution of Grievances" was signed. The text of this agreement is enclosed with this paper as Appendix II for endorsement by the Governing Body and the required changes to the Staff Regulations to give effect to this agreement are enclosed as Appendix III² for approval by the Governing Body. The new procedure is designed to resolve problems quickly and informally where at all possible, and where grievances need to be discussed more formally, to provide a process that combines legal rigour with fairness and practicality. New roles will be introduced, including internal grievance facilitators, an ILO Ombudsperson and, at the final internal stage of the procedure, a Joint Panel comprising Office and external nominees. Additional funding will be required to establish and maintain these new arrangements. The estimated additional cost amounts to some US\$500,000 per year and provision for these resources will be included in the Director-General's Programme and Budget proposals for 2002-03. During the establishment phase (2000-01), an amount of US\$700,000 will be required, covering the Ombudsperson's Office (\$220,000); the Joint Panel (\$90,000); the selection, training and operation of facilitators (\$200,000); the training of managers and staff and the production of associated materials, including guides to the procedures (\$190,000).

¹ GB.277/PFA/10.

² Appendices III and VI will be issued in a separate addendum to this paper.

C. Resourcing

5. Between April and July this year the ILO developed the competency profiles, which form the cornerstone of the approach to resourcing, personal development planning and grading. A summary of the ILO core and level competencies which apply within particular grade bands is attached in Appendix IV. The Assessment Centre approach to resourcing which will be introduced throughout the Organization in 2001 was successfully piloted twice at the Professional category entry level for the 2000 intake of the Young Professional Career Entrance Programme (YPCEP) in July and August. The recently agreed Collective Agreement describing the new resourcing procedure is enclosed with this paper for endorsement as Appendix V, and amendments to the Staff Regulations for approval by the Governing Body are enclosed as Appendix VI.³ Financially, the development costs of the new resourcing arrangements are the heaviest in the reform agenda. The competency work, however, underpins the work on personal development planning and classification. During the establishment phase an amount of US\$500,000 will be required, covering the development of the competency framework (\$80,000); the development of assessment centres at four grade levels (\$100,000); the conduct of pilot assessment exercises (\$70,000); and assessor selection, training and assessment centre operation in 2001 (\$250,000).

D. Development appraisal

6. A new approach to appraisal is at the final stages of development based on the completion by each official of a Personal Development Plan (PDP) in an annual discussion with his/her manager. The PDP form is based on an assessment of each official's development needs in terms of the ILO's core, level and job competencies. The final content of the PDP and the process itself will be agreed with the Staff Union towards the end of this year and implemented for all staff at the beginning of 2001. The Personal Development Plan itself will form a personal action plan for each official with respect to his/her career development, and the aggregation of the Organization's PDPs will be used to develop the training plan for the whole Organization. Alongside the PDP, performance-based appraisals for probationary periods will be retained. No changes to the Staff Regulations will be required to implement the PDP system. During the establishment phase of the development appraisal an amount of US\$100,000 will be required, covering consulting support to the development of the new schemes (\$20,000); and the development, production and printing of training and administration materials (\$80,000).

E. Job classification

7. Within the parameters of the existing UN common system approach to job classification, the ILO has developed a simpler and more developmental approach to grading based on five major occupational groups: Administration-related Support Staff; Technical Assistants; Other Support Staff; Management and Administrative Specialists and Technical Specialists. Twenty-three job families have been developed within these groups and the ILO staff in total will be covered by around 100 generic job descriptions. The process of initial slotting of existing jobs into the new grading system and the ongoing review mechanisms for dealing with new jobs have been agreed with the Staff Union. No changes will be required to the Staff Regulations to introduce the new grading system. During the

³ Appendices III and VI will be issued in a separate addendum to this paper.

establishment phase an amount of US\$50,000 will be required, covering the cost of consulting support for job classification.

F. Harassment at work

8. At the time of writing, the Office and the Staff Union are close to a collective agreement developing new procedures for dealing with all forms of harassment at work. The agreement will comprise two sections dealing respectively with sexual harassment and other forms of workplace harassment. The development of this agreement fulfils a commitment outstanding since 1995 on the development of specific procedures for dealing with workplace harassment. It is anticipated that agreement will be reached by the end of this year and proposed changes to the Staff Regulations will be presented at the March 2001 session of the Governing Body.

G. Young Professional Career Entrants Programme (YPCEP)

9. The YPCEP programme was successfully launched this year and the first ten entrants will start work in the ILO shortly.⁴ More than 2,000 applicants were considered for this year's entry and the final 24 short-listed candidates underwent an assessment in Geneva during the summer. Of these candidates, ten selected for the programme, two more were recruited into specific vacancies and a further candidate joined the Associate Expert programme. Those offered placements represent the priority given by the ILO to regional, linguistic and gender balances. Twelve of those offered places were from non- or under-represented countries. Recruitment for the year 2001 intake is already under way. The mentoring and training programmes for the first year of YPCEP are under development in Geneva and at the Turin Centre respectively. In order to implement the YPCEP programme for the first two intakes an amount of US\$400,000 will be required, covering publicity materials (\$25,000) and the development of training programmes (\$375,000).

H. Manager coaching

10. As a part of the action plan to improve managerial skills within the ILO, the pilot coaching programme for 40 ILO managers commenced in April this year. The first six months of the programme have shown very positive results from the point of view of the individual participants and the Organization as a whole. The coaching programme is planned to be repeated in 2001 and, following April 2001, the success of the programme will be formally reviewed. In addition, a supervisory skills development programme has been developed for staff with supervisory responsibilities.

I. Contract policy reform

11. This is an issue on the current agenda of a number of UN common system organizations, and a joint working party with the Staff Union has begun to review contract policy in the Office. The terms of reference of the working group include the elimination of long-term use of short-term contracts, rationalization and simplification of contract types and

⁴ A publicity leaflet which describes the programme will be available at the Committee's meeting.

provisions, and the introduction of the National Professional Officers category in the ILO. Of this work, a strategy for eliminating the long-term use of short-term contracts within the Office has been developed and implemented. There are four elements to this approach; first, vacancies have been opened to individuals who have worked with the ILO for 24 out of the last 36 months: so far this year 21 people have been recruited from this category; secondly, all of those individuals who have worked on short-term contracts for 36 months out of the last five years have been identified and their cases are being examined; thirdly, departments in which there is a higher incidence of longer-term use of short-term contracts have been identified and specific action plans are being drawn up to resolve the issue; finally, administrative procedures to prevent the routine extension of short-term contracts are being implemented. Progress on the other aspects of the review of contract policy will be presented to the Governing Body in stages, and approval sought for particular initiatives as the work is completed.

J. Work-life initiatives

- 12.** In March 2000 the Governing Body endorsed further work on a policy concerning work, family and well-being. The Office paper⁵ recognized the need for an evolving strategy in this area and outlined issues and possible measures under six broad categories. Appendix VII outlines a policy framework and objectives for an ILO Work-Life Strategy and reports on progress in the consideration of a number of issues. In this respect the Governing Body's approval is sought of the following initiatives: (1) to introduce an entitlement to paid paternity leave (five working days) for the birth or adoption of a child, and amend the current provisions concerning maternity leave and uncertified sick leave for emergency family purposes to extend this period of paternity leave in certain circumstances; and (2) to authorize the Office to take action to implement family support obligations through salary deductions where an official does not honour a relevant court order.
- 13.** These specific proposals are consistent with ILO standards, are in line with strategies being followed by other common system organizations, are straightforward in their introduction, and complement or support other measures under the HR Strategy. Further details are set out in Appendix VII, which also outlines the issues that will be the subject of specific proposals during 2001. The amendments to the Staff Regulations arising from the current proposals will be presented to the Governing Body in March 2001. The Governing Body's approval is also sought now to fund (to the extent of US\$50,000) some limited work-life initiatives. These would involve developing strategies to address harmful factors that have a negative impact on well-being at work (e.g. improving staff security, particularly in the field; encouraging a family-friendly working environment; and reducing health risks, such as tobacco and alcohol abuse).
- 14.** In March 2000 the Governing Body authorized the Office to enter into discussions with the Association Crèche Scoubidou with a view to deciding whether the ILO should participate in a crèche proposed to be established by the Association. Following a series of discussions with the Association, the Office decided to participate in the proposed crèche. On 11 September the Crèche Scoubidou opened in nearby Geneva. The crèche is gradually moving to full capacity (33 children are currently attending), and there is considerable demand for the remaining places. The management of the Association is in discussions with parents to fill all the places as soon as possible. The organizations currently involved in the crèche are: the ILO (ten children [nine full-time/one part-time], with negotiations on several other places in progress), the European Broadcasting Union (ten children [two full-

⁵ GB.277/PFA/11.

time/eight part-time]), UNOG (five children [two full-time/three part-time]), WHO (two children [full-time]), and various government missions (six children [four full-time/two part-time]). The Management Committee of the crèche includes an ILO representative.

K. Information technology

15. A proposal to fund the development of a new HR information system to support the implementation of the new HR Strategy is in preparation. Irrespective of the Governing Body's decision on this proposal, there is an immediate requirement to enhance the functionality of current HR information systems to implement those aspects of the HR Strategy that relate to resourcing and career planning and development. The cost of the necessary software and technical expertise to adapt it is estimated to be in the order of US\$150,000.

L. Financial implications

16. The resources identified for the Human Resources Department in the current programme and budget are sufficient to maintain the current operations of the Department and would also be sufficient following the transition to the new arrangements described in this document. However, some additional funding would be required for the new arrangements relating to grievances. The estimated additional cost amounts to \$500,000 per year, and provision for these resources will be included in the Director-General's Programme and Budget proposals for 2002-03.
17. There is, however, no provision in the Programme and Budget for 2000-01 to cover the additional costs to complete the development and implement all of the new arrangements discussed in this document. It is estimated that the one-time costs associated with the completion of these arrangements will total some \$1,950,000. The analysis of this amount is as follows:

Grievance handling

Establishment and running of the office of the Ombudsperson	220,000
Expenses related to holding meetings of Joint Panels	90,000
Selection and training of facilitators and related operational costs	200,000
Training of managers and staff; production and printing of guides to the procedures	190,000
	700,000

Resourcing

Development of competency framework	80,000
Development of assessment centres at four grade levels	100,000
Conduct of pilot exercise	70,000
Assessor selection and training and assessment centre running in 2001	250,000
	500,000

Development appraisal and classification

Consulting support to development of new schemes;	
Production and printing of documentation	150,000
	150,000

Young Professionals Career Entrants Programme

Development and delivery of training modules	375,000
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Production and printing of brochures	25,000
	400,000
Work-life initiatives	
Strategies to address harmful factors that have a negative impact on well-being at work	50,000
	50,000
Information technology	
Implementation of resourcing and career planning and development aspects of the HR strategy; purchase of software and development of technical expertise to adapt software	150,000
	150,000
Total	1,950,000

18. These costs would in the first instance be financed from savings in Part I of the budget. Should this not prove possible, the Director-General would propose alternative methods of financing at a later stage in the biennium.

19. *The Committee may wish to recommend to the Governing Body that it –*

- (a) note the status of implementation of the Human Resources Strategy;*
- (b) endorse the Collective Agreement on a Procedure for the Resolution of Grievances and approve the draft Staff Regulations to give effect to the Agreement set out in Appendix III;⁶*
- (c) endorse the Collective Agreement on a Resourcing Procedure and approve the draft Staff Regulations to give effect to the Agreement set out in Appendix VI;⁶*
- (d) decide that the cost of these arrangements, estimated at \$1.95 million for the 2000-01 biennium, be financed in the first instance from savings in Part I of the budget on the understanding that, should it subsequently prove impossible, the Director-General would propose alternative methods of financing at a later stage in the biennium;*
- (e) approve proposals (1) and (2) associated with the Work-Life Agenda set out in paragraph 12 and Appendix VII and note that related draft Staff Regulations will be presented to the Governing Body in March 2001.*

Geneva, 25 October 2000.

Point for decision: Paragraph 19.

⁶ Appendices III and VI will be issued in a separate addendum to this paper.

Appendix I

Draft Staff Regulations to give effect to the Recognition and Procedure (Collective) Agreement

Chapter 10: Staff Relations and Administrative Bodies

Article 10.1

Staff Relations

(Old text deleted and replaced by the following)

- (a) The interests of the staff shall be represented in the Office by the Staff Union of the International Labour Office.
- (b) The Staff Union shall be entitled to make proposals for the improvement of the situation of officials, both as regards their conditions of employment and their general living conditions.
- (c) Conditions of employment, including the general living conditions, of officials may be jointly determined by the Director-General or his or her designated representative(s) and the Staff Union through social dialogue, information, consultation and collective bargaining. The Director-General shall have authority to bargain collectively with the Staff Union, with a view to the conclusion of collective agreements. Collective agreements so concluded shall be attached to these Regulations.
- (d) Where relevant, the Staff Regulations will, subject to article 14.7 of the Staff Regulations, be amended as soon as practicable to give effect to the provisions of a collective agreement or an amended agreement or to reflect the expiry of an agreement. Where a relevant provision of these Regulations conflicts with a provision of a collective agreement, the interpretation most favourable to the official concerned shall apply.
- (e) The Staff Union shall have the official functions that are assigned to it by these Regulations and/or by agreement between the International Labour Office and the Staff Union itself. The Staff Union shall have such facilities as are agreed from time to time between the International Labour Office and itself. These facilities shall include release of officials designated by the Staff Union in full or in part from the duties to which they are assigned under Article 1.9 (Assignment of Duties) to undertake representative functions on behalf of the Staff Union and/or official functions provided for under the Staff Regulations.
- (f) The Joint Negotiating Committee, set up under Article 5 of the Recognition and Procedural Agreement concluded between the International Labour Office and the Staff Union dated 27 March 2000, shall perform the functions previously performed by the Administrative Committee, established under Article 10.2 of the Staff Regulations, now deleted, as well as any duties described in the Recognition and Procedural Agreement.
- (g) The Director-General and the Staff Union, by agreement, shall establish a body or bodies to perform the following functions:
 - (1) those matters previously conferred on the Administrative Committee by the Staff Regulations directly affecting the rights or obligations of an official or specific officials;

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- (2) the functions previously conferred on the Selection Board, established under Article 10.6 of the Staff Regulations, now deleted, namely personal promotion and credit towards probation.
 - (h) Where applicable, any provision of the present Regulations (particularly, article 14.7) which refers to the Selection Board or the Administrative Committee shall be applied and interpreted in the light of the present provision.
 - (i) For the purposes of these Regulations:
 - (1) the term “designated representative” means a person nominated by or on behalf of the Director-General to represent the Office in its relationship with the Staff Union;
 - (2) the term “staff union representative” means an officer of the Union, accredited Union official, shop steward or such other official of the Office who has been nominated on behalf of the Union to represent it.

Article 10.2
Administrative Committee
(deleted)

Articles 10.3, 10.4 and 10.5
remain unchanged

Article 10.6
Selection Board
(deleted)

Article 10.7
Assessment Centre

- (a) An Assessment Centre shall be established to assess the suitability of officials, or candidates for recruitment, to undertake the duties and responsibilities at various grade levels, for such purposes as the filling of vacancies and promotion. These levels correspond to the following groups of grades: G1-G4, G5-G7, P1-P3 and P4-P5.
- (b) The Assessment Centre shall be managed by the Human Resources Development Department. The assessors shall be selected jointly by the Human Resources Development Department and the Staff Union from officials who have successfully completed an appropriate training course in the International Labour Office.

Appendix II

Collective agreement on a procedure for the resolution of grievances

**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 procedure for the resolution of grievances, acceptable both to the Office and to the Union (hereinafter referred to as “the Parties”), with the aims of ensuring the avoidance of conflict and the rapid settlement of grievances in accordance with due process, fair procedures and natural justice, having regard to international law including relevant international labour standards and the ILO Declaration on Fundamental Principles and Rights at Work.

The Parties recognise that this Agreement represents an improvement on existing structures and processes. All substantive entitlements of staff members shall remain intact, except where this Agreement states otherwise.

Article 1 Guiding principles

- 1.1 The Parties recognise the need to work in accordance with the spirit of the Recognition and Procedural Agreement dated 27 March 2000, in good faith and with mutual respect.
- 1.2 The Office guarantees that all staff members have the right to invoke the grievance procedure and may do so without fear of victimisation or unfavourable treatment as a result.
- 1.3 The Parties recognise that the rules of natural justice require that nobody should adjudicate his/her own case and that the parties should have the right to be heard.
- 1.4 The Parties recognise that it is desirable that a grievance should be resolved as quickly as possible and at the level closest to where it arose.
- 1.5 The Parties recognise the need to develop and implement strategies aimed at preventing grievances. Particular emphasis should be placed on taking measures to eliminate all forms of harassment.
- 1.6 The Office recognises its duty to release documents and information relevant to a grievance.
- 1.7 The Parties recognise their duty to safeguard privacy and confidentiality during the process.
- 1.8 The Office recognises the role of the Staff Union to represent any staff member, at his/her request, in relation to matters dealt with under this Agreement.
- 1.9 The Parties recognise the need for information and training to be provided to staff members and managers on the operation of the grievance procedure.

- 1.10 The Parties emphasise the importance of field-based staff having full access to all processes within the grievance procedure. To facilitate such access, where possible, greater use should be made of information technology, including video-conferencing. To further facilitate improved participation in the grievance procedure, field staff members may appoint any representative provided for under this Agreement to act on their behalf.
- 1.11 The Parties agree to introduce special measures to deal with class actions.

Article 2
Definitions

For the purposes of this Agreement:

- 2.1 The expression “staff member” means any person with a paid relationship with the Office. This definition shall exclude *bona fide* external collaborators, daily contract workers and commercial service providers.
- 2.2 The expression “Union representative” means the Officers of the Union, Accredited Union Officials, Shop Stewards or such staff members appointed by the Union to represent it.
- 2.3 The expression “days” means working days.
- 2.4 The expression “grievance” means disagreement on any issue arising out of a staff member's work or employment.
- 2.5 Matters may not be considered as grievances if they can more properly be dealt with through the Joint Negotiating Committee under the Recognition and Procedural Agreement.
- 2.6 The expression “facilitation” is understood to be a process whereby a facilitator encourages the parties to resolve the issues in dispute between them and reach a mutually acceptable outcome.
- 2.7 The expression “applicable line manager” means the immediate staff member's supervisor or any of the superiors of that supervisor.
- 2.8 The expression “Senior Director” means the relevant Executive Director, Regional Director or other manager of equivalent organizational level reporting directly to the Director-General.
- 2.9 The expression “class action” means an action initiated by two or more staff members concerning the same or a very similar issue as described in the General Provisions. A decision on a class action shall have binding effect in all similar cases.

Article 3
General Provisions

Disclosure of information/respect for privacy and confidentiality

When a staff member has a grievance and invokes the means provided for its resolution under this Agreement, the staff member shall have the right to the disclosure of all material relevant to the outcome of the process, having regard to the following conditions:

- (a) “all material relevant to the outcome of the process” means all documents or information held or generated by the Office and by the individuals directly concerned in the grievance;
- (b) where the Office seeks to withhold relevant documents or information from a party to a grievance, the Office shall immediately ask the Ombudsperson for an opinion as to whether such documents or information should be disclosed. The Ombudsperson will make a recommendation to the Director-General as a matter of urgency but not later than 10 days from the date of the request. The Director-General will inform the staff member, in writing and within 10 days of the

receipt of the Ombudsperson's recommendation, of the recommendation and his/her reasoned decision on the issue.

Stays in implementing decisions

- 3.2 The operation of the procedure for the resolution of grievances shall not inhibit the ability of the Office to implement decisions. The Parties acknowledge, however, that the implementation of certain decisions can impact materially on a staff member, irrespective of the outcome of a particular grievance. The implementation of a decision shall be considered to impact materially on a staff member where the situation of the staff member or his/her immediate family would be jeopardized in humanitarian terms.
- 3.3 A staff member who believes that he/she will be so affected may make a reasoned request to the Ombudsperson for a full or partial stay on implementation. Such a request must be made within 10 days of the lodging of the grievance.
- 3.4 The Ombudsperson shall recommend action to the Director-General on such a request as a matter of urgency, but not later than 10 days from the date of the request. In making his/her recommendation, the Ombudsperson shall specify whether a stay should operate, and, if so, its duration and the conditions to be applied during that period.
- 3.5 The Office shall give the Ombudsperson access to all relevant documents and information to assist the review of the circumstances concerned.
- 3.6 The Director-General shall notify the staff member of his/her reasoned decision, as well as the Ombudsperson's recommendation, on the issue. The Director-General's decision, and his/her explanation to the staff member thereof, shall reflect the principles identified in paragraph one of the Preamble to this Agreement.
- 3.7 During the course of this process, a stay on the implementation of the decision will operate.

Applicability of this Agreement or of another specific procedure

- 3.8 All grievances shall pass through this process, except those referred to in Article 4.3 below.
- 3.9 In any case where a grievance is initiated under this Agreement but the Office contests its application by virtue of paragraph 4.3, the matter shall be referred by the Office to the Ombudsperson within 10 days.
- 3.10 The Ombudsperson shall make a recommendation to the Director-General, not later than 10 days from the date of the Office's request, as to the procedure to apply in relation to the matter.
- 3.11 The Office shall give the Ombudsperson access to all relevant documents and information to assist the review of the circumstances concerned.
- 3.12
 - (a) The Director-General shall communicate to the parties, within 10 days of the Ombudsperson's recommendation being referred to him/her, his/her decision under which procedure that grievance shall be resolved.
 - (b) Where the Director-General does not accept the recommendation, he/she shall give a reasoned decision on the issue to the parties and to the Ombudsperson.
 - (c) If the Director-General gives no reply within the time limit laid down in paragraph (a) above, the Ombudsperson's recommendation shall be regarded as constituting the decision on this matter, and shall be binding.

Class action

- 3.13 Where two or more staff members raise a grievance concerning the same or a very similar issue, and the grievances have not been resolved during the Resolution by Dialogue Process (see Articles 5 to 14 below), then if the staff members concerned agree, the grievance may be referred directly either to the Ombudsperson or to the Joint Panel as a “class action”.

Time-limits

- 3.14 Where a time-limit governing the response to a grievance is not observed, the staff member has the right to initiate the next stage of the procedure.

*Article 4
Resolution of workplace issues*

- 4.1 A staff member is encouraged in the first instance to attempt to resolve directly with the individual(s) concerned any question arising out of his/her work or employment.
- 4.2 If a question relating to a workplace issue cannot be resolved informally, a staff member may have recourse to the procedure for resolution of grievances, through dialogue and/or by adjudication, provided for under this Agreement.
- 4.3 A Grievance covered by an established and specific procedure, such as one relating to a matter concerning discipline, job classification, selection or performance appraisal, will continue to be resolved in accordance with the relevant procedure under the applicable rules, until such time as the procedure has been changed in agreement between the parties.

Resolution by dialogue process

*Article 5
Objective and scope*

The Resolution by Dialogue Process provides an opportunity for grievances to be resolved at an early stage through dialogue between the applicable manager and the staff member concerned, with the option of assistance from facilitators and/or the Ombudsperson.

*Article 6
Meeting between manager and staff member*

- 6.1 Any staff member wishing to invoke the grievance procedure shall do so within 60 days of the date on which the cause of the grievance arose, or, if the grievance relates to an ongoing matter, within 60 days of the last date on which the matter affected him/her. Where, for exceptional reasons, a staff member wishes to invoke the procedure after the expiry of this time-limit, he/she shall refer a request in writing to the Ombudsperson, who shall have the power to decide if the grievance should be heard notwithstanding the delay. Such decisions of the Ombudsperson shall be final and without appeal.
- 6.2 To initiate the procedure, a staff member must request a meeting with any of the applicable line managers, in writing or by E-mail, stating the nature of the grievance. In all cases, the staff member should send a copy of the grievance to the relevant Senior Director.
- 6.3 The line manager(s) so notified shall have a duty to meet with the staff member as soon as possible once notification of the grievance is delivered, and in any case within 10 days of delivery.
- 6.4 In reviewing a grievance, the applicable line manager will seek advice from the appropriate support departments and/or ensure that other parties associated with the grievance are consulted.

- 6.5 Following the meeting, the applicable line manager shall communicate to the staff member the action he/she is proposing to take. The staff member shall be so notified, in writing or by E-mail, within 10 days of the meeting. The notification will also confirm that the relevant Senior Director has been consulted.
- 6.6 The staff member has 30 days from the date of communication of the proposed action in which to decide whether to refer the matter to the Ombudsperson or the Joint Panel.
- 6.7 The staff member shall have the right to be represented by a Union representative or past or present ILO staff member throughout the Resolution by Dialogue Process. The staff member shall have the right to be accompanied by his/her representative at the meeting with the applicable line manager. The applicable line manager may involve officials from appropriate support departments. Neither party shall have the right to legal representation during the Resolution by Dialogue Process.
- 6.8 A short written record of the outcome of the meeting shall be kept and exchanged by both parties.

*Article 7
Facilitation*

- 7.1 In the course of the Resolution By Dialogue Procedure, either the staff member or the line manager may refer the matter to one of the facilitators from the list of trained, peer-based facilitators. The staff member and the line manager will agree on the facilitator selected from the list. While efforts are continuing to resolve the grievance, the time-limit for submitting a proposal by the applicable line manager (referred to in Article 6.5) is suspended.
- 7.2 If the facilitator cannot bring the parties to resolution after 10 days, or a longer period if agreed, the facilitator shall communicate to the parties that he/she is unable to proceed further. The line manager will then have to communicate his/her proposal as foreseen under Article 6.5 above.

*Article 8
"Whistleblowing"*

- 8.1 Representations relating to a reasonable and honest concern with regard to the legality of a workplace practice relating to conditions of work or employment ("whistleblowing"), with the exception of allegations falling within the scope of Part XIII (sections 13.10 and 13.30) of the Financial Rules, shall be submitted directly to the Ombudsperson by the staff member(s), or the Union acting on their behalf, as soon as possible.
- 8.2 The Parties undertake to review, in the currency of this agreement, the operation and the scope of "whistleblowing" arrangements, including those relating to financial irregularities, in the light of developments in the Office impacting on this issue.

*Article 9
Role of the Ombudsperson*

- 9.1 The Ombudsperson shall be a suitably qualified person appointed by joint agreement of the Parties from outside the Office . His/her role will be to:
- (a) endeavour to effect a resolution of grievances;
 - (b) coordinate the work of the Grievance Resolution Facilitators;
 - (c) review specific issues referred to in this Agreement, e.g. disclosure of information, operation of a stay;
 - (d) at his/her own initiative, or upon request by either of the Parties to this Agreement, to conduct investigations and/or propose measures to improve the Office's working

conditions and environment; when the Ombudsperson conducts such investigations, he/she shall notify both Parties of any investigation undertaken and/or proposal made.

- 9.2 The Ombudsperson shall have the duty to seek to resolve disagreements through fact-finding, discussion, referral to a facilitator (where appropriate) and involvement of all interested parties.
- 9.3 In the conduct of his/her activities, the Ombudsperson shall operate independently of the Parties to this Agreement, and shall fulfil the necessary functions with full autonomy.
- 9.4 The Ombudsperson shall provide an annual report to the Parties and to the Joint Human Resources Committee on the activities undertaken, the recommendations made and any action taken by him/her during each year.

*Article 10
Referral to the Ombudsperson*

- 10.1 A grievance may be referred to the Ombudsperson where a staff member is not satisfied with the applicable line manager's proposal.
- 10.2 A staff member may refer the grievance to the Ombudsperson by making a statement in writing to the Ombudsperson within 30 days of notification of the line manager's proposal. The statement shall contain the following details:
 - (a) name, grade and unit of the staff member(s) concerned;
 - (b) details of the grievance under consideration;
 - (c) the action proposed by the applicable line manager;
 - (d) whether the staff member requests a meeting with the Ombudsperson.
- 10.3 Once the Ombudsperson has received the written statement mentioned in the previous paragraph, he/she shall decide what action to be taken to effect resolution of the matter, and may initiate further statements, meetings, discussion with and involvement of all interested parties.
- 10.4 The Ombudsperson may, in the course of seeking resolution, call for the production of all documents or information as may be considered relevant.
- 10.5 All staff members have a duty to cooperate with the Ombudsperson when requested to do so. Refusal to cooperate with an Ombudsperson's investigation can be the subject of a special report by the Ombudsperson, to be submitted to the Joint Human Resources Committee for further action.

*Article 11
Ombudsperson Process*

- 11.1 Where the staff member requests that a meeting be held or where the Ombudsperson deems it necessary, the Ombudsperson shall arrange a meeting with the staff member and any other interested parties by written notice to the parties.
- 11.2 Any of the parties shall have the right to be present at the meeting insofar as they are directly concerned; these parties also have the right to be represented and accompanied by a Union representative or by a past or present ILO official of their choice at the meeting. Neither party shall have the right to legal representation before the Ombudsperson.
- 11.3 The conduct of the meeting shall be at the discretion of the Ombudsperson, subject to the principles of natural justice upon which this Agreement is based.

- 11.4 Following the meeting, further discussions or investigations may be undertaken by the Ombudsperson to seek to develop a proposal for resolution of the grievance.

*Article 12
Ombudsperson's Report*

- 12.1 The Ombudsperson shall prepare a report detailing the outcome of the referral and/or of the process, and shall, if possible, make proposals for resolution.
- 12.2 If the Ombudsperson is unable to develop a proposal for resolution, he/she shall provide both parties with a reasoned report explaining why resolution was not possible.

*Article 13
Time-limits*

- 13.1 The Ombudsperson shall have a time-limit of 30 days from the initial notification of the grievance to him/her, within which to endeavour to effect resolution and provide a report to both parties. Before the expiry of the 30 days, the time may be extended to a maximum of 60 days, but only if both parties agree. If they do not agree, the Ombudsperson shall provide both parties with a reasoned report explaining why resolution was not possible.

*Article 14
Completion of the Resolution by Dialogue Process*

- 14.1 On the basis of the Ombudsperson's report, the applicable line manager will take a decision on the grievance within 10 days of receipt of the report. Should the line manager's decision differ from the approach proposed in the report of the Ombudsperson, the line manager will give a reasoned decision in writing. If the staff member is not satisfied with the line manager's decision, he/she may refer the grievance to the Joint Panel within 30 days of receipt of the decision.

Resolution by adjudication process

*Article 15
The Joint Panel*

Overview

- 15.1 The Joint Panel Process shall take the form of a full examination of the facts and/or arguments in dispute between the parties to a grievance and shall culminate in an action proposed by the Joint Panel.
- 15.2 The Joint Panel shall comprise three members appointed by the parties (according to the provisions specified in Article 25 below): a titular or substitute member nominated by the Office and a titular or substitute member nominated by the Union; and a Chairperson.

*Article 16
Referral to the Joint Panel*

- 16.1 The staff member may refer the grievance to the Joint Panel by written notice within 30 days of the applicable line manager's decision.
- 16.2 The written notice shall contain information under the following headings:
- (a) name, grade and unit of the staff member(s) concerned;
 - (b) details of the grievance under consideration;

- (c) the applicable line manager's decision;
 - (d) copy of the Ombudsperson's report, if any;
 - (e) a description of the staff member's preferred outcome;
 - (f) names of the witnesses (if any) whom the staff member wishes to be heard before the Joint Panel, and whether he/she requests an oral hearing;
 - (g) copies of any supporting documentation or any other relevant information.
- 16.3 Once the Joint Panel has been formally notified of the grievance in this way, it shall invite the other party or parties involved to make a similar statement in writing setting out their position. Any such statement shall be notified to the Joint Panel within the time specified by the Joint Panel in the request for such statement.

Article 17
The Joint Panel process

- 17.1 Once the Joint Panel has received the written statements, it shall arrange a full examination of the grievance by written notice to both parties. Each party shall have the right to request an oral hearing before the Joint Panel, and the Joint Panel shall decide if an oral hearing is necessary. The decision of the Joint Panel on oral hearings shall be final and without appeal; the Joint Panel shall supply specific reasons if a request for an oral hearing is refused.
- 17.2 Both the staff member and the line manager whose decision is questioned shall have the right to be present at an oral hearing.
- 17.3 For the purpose of the examination, the parties shall have the right to appoint a representative as follows:
- (a) The staff member who has lodged the grievance shall have the right to be represented and accompanied by a Union representative, a past or present ILO official, or another representative of his/her choice.
 - (b) The line manager shall have the right to be represented by an official designated by the Director of the Human Resources Development Department; the line manager will be consulted on such designation.
- 17.4 The examination shall be conducted according to the principles of fair procedures and natural justice. Each party shall have the right to be heard, and to call witnesses. The parties or their representatives shall have the right to question witnesses called by the other party or parties. The Joint Panel may also call other witnesses where deemed necessary and decide, by a unanimous vote, to limit the number of witnesses who shall appear before it.
- 17.5 The Chairperson of the Joint Panel shall preside over the proceedings of the Joint Panel. The members of the Joint Panel shall, if they deem it necessary, develop rules of procedure to guide their conduct of cases, subject always to the provisions of this Agreement. The Chairperson shall be competent to decide on procedural matters, in consultation with the other members of the Joint Panel.
- 17.6 The Joint Panel may at any time require documents or information from any of the parties or from the Office. The documents or information must be supplied within the time granted by the Joint Panel. Copies of the documents or information shall be communicated forthwith by the Joint Panel to the parties, except when it decides by a unanimous vote that the information shall not be communicated and provides in writing a reasoned decision to the parties. The parties will be given the possibility to comment within a period of time to be determined by the Joint Panel. The Joint Panel may also seek expert advice or opinion from any source.

17.7 The Joint Panel shall keep a written and/or taped verbatim record of the hearing. Both parties shall have the right to inspect and have copies of the record.

17.8 At any time during the Joint Panel process, should the parties decide to resolve the complaint and reach a mutually acceptable solution, they can request the Chairperson of the Joint Panel to grant them time to do so; during that period granted by the Chairperson, the time limits incumbent upon the Joint Panel process (specified in Article 19) shall be suspended. If the parties jointly notify the Chairperson in writing that they reached a mutually acceptable solution, the Joint Panel process will be terminated.

Article 18

Costs

18.1 All costs arising from the hearing of the Joint Panel shall be borne by the Office, with the exception of any costs associated with external representation.

Article 19

Time-limits

19.1 The Joint Panel shall have a time-limit of 30 days from the receipt of the written notice within which to hold a hearing and to come to a conclusion as to the proposed action to be communicated to the Director-General. If the Joint Panel decides that such action cannot be completed within 30 days, it must inform both parties that the time will be extended to a maximum of 60 days.

Article 20

Action proposed by the Joint Panel

20.1 The Joint Panel shall deliberate on the grievance in private. Its proposed action shall be communicated to the Director-General, and shall contain only the following information:

- (a) a summary of the relevant facts of the case as found by the Joint Panel to exist;
- (b) a summary of the proceedings before the Joint Panel;
- (c) a summary of the arguments raised by each party;
- (d) the reasoned proposal of the Joint Panel as to merits and remedy, and whether such proposal was unanimous.

20.2 The Joint Panel shall have the power to propose any suitable action and/or remedy, which could include re-instatement and/or compensation and/or costs.

20.3

- (a) The Joint Panel shall inform the parties and the Director-General of its proposed action within 10 days of the conclusion of the examination.
- (b) The Director-General shall decide, within 20 days of the Joint Panel's proposal being referred to him/her, what action to take on the Joint Panel's proposal, and shall immediately communicate his/her decision to the parties.
- (c) If the Director-General gives no reply within the time-limit laid down in the preceding paragraph, the action proposed by the Joint Panel shall be regarded as constituting the decision, and shall be binding;
- (d) Where the Director-General does not accept the proposal, he/she shall give full reasons to the parties and to the Joint Panel.

Article 21
ILO Administrative Tribunal

- 21.1 In accordance with Article VII of the Statute of the ILOAT, the staff member has 90 days from the receipt of the Director-General's decision on the outcome of the Joint Panel, or from the date on which the Joint Panel's proposal constitutes a decision (in line with Article 20.3), within which to refer the grievance to the Tribunal.
- 21.2 The Parties agree to undertake the following:
- (a) to negotiate proposed amendments to the Statute of the ILO Administrative Tribunal, as well as the possible establishment of a second appellate instance, with a view to introducing class action before the Tribunal and before the second appellate instance;
 - (b) to exchange letters to establish the detailed agenda for these negotiations;
 - (c) to commence negotiations within a year of signing this Agreement, and to conclude those negotiations before this Agreement is reviewed;
 - (d) upon the conclusion of these negotiations, to make proposals to the relevant bodies, including the Governing Body and the International Labour Conference (in accordance with Article XI of the Statute of the ILOAT and Article 2 of the Recognition and Procedural Agreement of 27 March 2000).

Article 22
Related issues

- 22.1 The Parties undertake to negotiate, as a matter of urgency and no later than 31 December 2000, specific procedures dealing with harassment. The issues of discipline, as well as other matters to be identified by the Parties, will be the subject of separate negotiations within the currency and framework of this Agreement.

Appointments and other institutional arrangements

Article 23
Appointment of Facilitators

- 23.1 The Parties shall jointly appoint persons to act as impartial facilitators. These appointments will be made within four months of the date of this Agreement. Such persons shall receive training through the Joint Human Resources Committee. The Ombudsperson shall act as coordinator of the facilitators.

Article 24
Appointment of the Ombudsperson

- 24.1 The terms of appointment of the Ombudsperson shall be drawn up by joint agreement between the Parties within two months of the date of this Agreement.

24.2

- (a) The Parties shall jointly appoint the Ombudsperson within four months of the date of this Agreement. Only persons considered to have the requisite independence, competence and experience shall be eligible for appointment. The appointment of the Ombudsperson may be full-time or part-time.
- (b) The Ombudsperson shall not be a serving member of the staff of the Office, or have an immediate family member serving on the staff of the Office.

- (c) the Ombudsperson shall serve for a period of two years. The Ombudsperson may serve for no more than two consecutive terms of two years each.
 - (d) The Ombudsperson shall not be eligible for any appointment within the Office for a period of five years from the termination of his/her term.
- 24.3 An appropriate budget shall be provided to the Ombudsperson by the Office to carry out his/her functions.

Article 25
Appointment and Composition of the Joint Panel

25.1

- (a) The Joint Panel shall be constituted within four months of the entry into force of this Agreement;
- (b) The Joint Panel shall be composed of a Chairperson and two titular members. The Union and the Office shall jointly nominate the Chairperson. The Staff Union and the Office shall each appoint one titular member. Each Party shall also appoint 4 substitute members. Three members from each side shall be appointed at duty stations outside headquarters. The substitute members shall serve on the Joint Panel if one of the titular members is unable to serve in a particular matter and taking into account financial considerations.

25.2

- (a) The parties shall jointly appoint the Chairperson within four months of the date of this Agreement. The Chairperson shall be legally-trained. Only persons considered to have the requisite independence, competence and experience shall be eligible for appointment.
- (b) The Chairperson shall not be on the staff of the Office at the date of appointment or have an immediate family member serving on the staff of the Office.
- (c) The Chairperson shall serve for a period of two years. The Chairperson may serve for no more than two consecutive terms of two years each.
- (d) The Chairperson shall not be eligible for any appointment within the Office during his/her term of office or for a period of five years from the expiry of that term.

25.3 The members of the Joint Panel shall hold office for a period of two years, renewable for one further two-year period only.

25.4 Participation in the work of the Joint Panel shall be considered as part of official duties. All staff members required to participate in the work of the Joint Panel shall be released to the extent necessary from their normal duties for that purpose, in order to facilitate the prompt handling of cases.

25.5 All members of the Joint Panel are required to act in an independent and impartial manner. During their terms of office and thereafter, they shall refrain from any declaration or action that may adversely affect the standing of the Joint Panel or the dignity of parties to cases before the Joint Panel. They shall at all times respect the confidentiality of proceedings before the Joint Panel.

25.6 No member of the Joint Panel may participate in deliberations concerning a grievance in which he/she may have an interest or is perceived by one of the parties to have an interest. In unclear cases, a joint forum of six Joint Panel members shall decide whether an interest exists. Where an interest is considered to exist for a Joint Panel member, a substitute member shall sit instead.

- 25.7 The Union and the Office shall jointly nominate a staff member to act as the Secretary to each Joint Panel. The Parties shall appoint the Secretary within 10 days from the request to convene a Joint Panel. The Secretary shall report to the Chairperson of the Joint Panel. The Secretary shall undertake his/her duties in an independent and impartial manner. He/she shall not take part in the deliberations of the Joint Panel.
- 25.8 An appropriate budget shall be provided by the Office to carry out the functions of the Joint Panel.

Article 26
Transitional measures

- 26.1 Any grievance raised or considered before 31 December 2000 shall be settled in accordance with the provisions of the Staff Regulations that applied before this Collective Agreement on a Procedure for the Resolution of Grievances came into force on 13 September 2000.
- 26.2 The Parties recognise that in the implementation process, some other 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.

Article 27
Miscellaneous

- 27.1 This Agreement shall become effective on the date of signature. It shall be valid for two years from the date when the procedure becomes operational. The Parties agree to review the operation of this Agreement at the end of that period. Thereafter, or in the absence of a review, the Agreement shall remain in force indefinitely.
- 27.2 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 renegotiate any part of this Agreement.
- 27.3 The Staff Regulations and other relevant texts shall be appropriately amended to give effect to this Agreement, within six months of its signature, in a manner which also preserves other substantive entitlements of staff members within the meaning of paragraph two of the Preamble to this Agreement. In any case of doubt between this Agreement and a relevant article of the Staff Regulations, the interpretation that is more favourable to the staff member(s) concerned shall take precedence and prevail.
- 27.4 A copy of this Agreement and the related amendments to the Staff Regulations 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 grievance procedure and shall undertake the preparation of an instruction manual for all staff on the operation of the procedure.

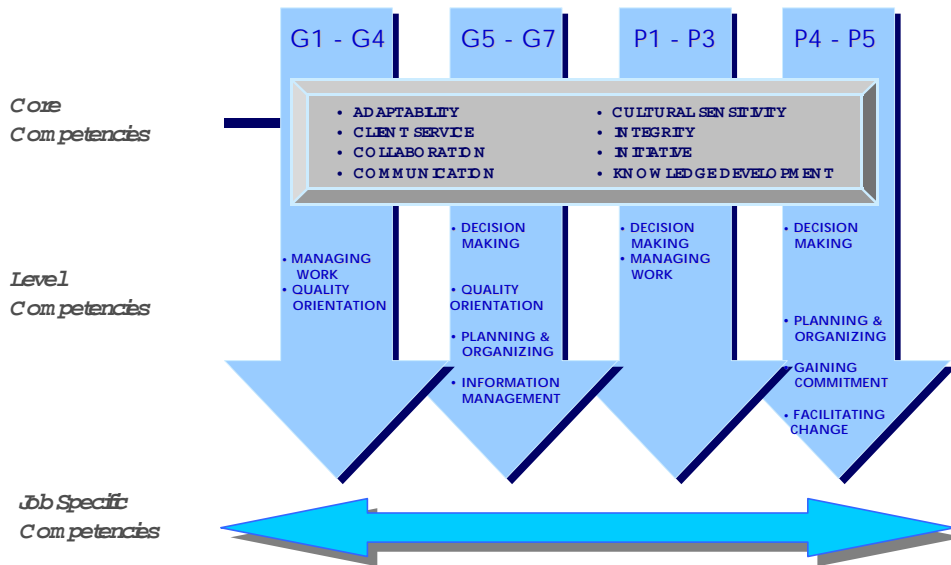
SIGNED in Geneva, this thirteenth day of September 2000, in two copies, in the English language, by the representatives of the Parties duly authorized to that effect.

Alan Wild,
Director,
Human Resources Development Department
International Labour Office

David Dror
Chairperson
Staff Union
International Labour Office

Appendix IV

ILO core and level competencies



Appendix V

Collective Agreement on Resourcing Procedures

**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 comprehensive procedure for recruitment and selection, based on principles of fairness and equity, and aiming at ensuring timeliness, efficiency, objectivity and transparency.

This procedure is an integral part of a career development approach applying throughout the ILO and will be conducted in accordance with due process, fair procedures and natural justice having regard to relevant international law, including international labour standards and the ILO Declaration on Fundamental Principles and Rights at Work.

The Office and the Union, hereinafter referred to as “the Parties”, recognise that this Agreement aims to improve on existing structures and processes. 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 “assessment centre” means an independent body of assessors, reaching decisions by consensus on the competence of individuals to work at particular levels in the Organization.
- 1.2 The expression “assessor” means a person jointly nominated by the Office and the Union who has been trained in methods of assessing “core and level” competencies.
- 1.3 The expression “competencies” means individual qualities, behaviours and motivations that are required for each Assessment Centre level, as agreed between the Parties.
- 1.4 The expression “internal candidate” means any staff member who has successfully completed the probationary period.
- 1.5 The expression “grade level” means the grouping of grades agreed by the Parties, two in the General Service category, namely G1 to G4 and G5 to G7, and two in the Professional category, namely P1 to P3 and P4 to P5.
- 1.6 The expression “technical evaluation” means an appraisal of technical skills and professional expertise and experience of successfully assessed candidates to a given vacancy.
- 1.7 For the purpose of the present Agreement, the expression “responsible chief” means the line manager under whose responsibility the vacant post is.

- 1.8 The expression “Union representative” means the Officers of the Union, accredited Union officials, shop stewards or such other person who is nominated by the Union for the purposes of recruitment and selection.

Article 2

Guiding principles

- 2.1 Competition in accordance with this Agreement shall be the normal method of filling vacancies between the grades G1 and P5 (both inclusive).
- 2.2 The Parties recognize the value of provision of information to officials and their encouragement to present their candidatures for posts in the Director category.
- 2.3 ILO staff can apply to all vacancies, subject to the conditions set out in this Agreement.
- 2.4 Within the context of recruitment policies designed to promote gender, geographical and age structure balance, this procedure shall apply without discrimination, notably on the basis of age, race, gender, religion, colour, national extraction, social origin, marital status, pregnancy, family responsibilities, sexual preference, disability, union membership or political conviction.
- 2.5 Having regard to the Office’s need to ensure the highest standards of competence, efficiency and integrity, and promote greater motivation and job satisfaction of its staff, this procedure aims to match abilities and aspirations of staff members with the employment needs of the Office.
- 2.6 Career counselling and coaching of ILO officials is an essential part of the recruitment and selection process.
- 2.7 The Parties recognize the fundamental importance of respect by the officials concerned of their duty to maintain confidentiality with respect to all matters that come to their knowledge in the recruitment and selection process.

Article 3

Opening of a competition

- 3.1 A request to open a competition will be made by the responsible Chief. He/she will provide a description of the specific requirements, responsibilities and objectives of the job.
- 3.2 The Human Resources Development Department (hereinafter “HRD”) and the responsible chief shall then make a recommendation as to the job description and whether it is necessary to proceed with an external search for candidates.
- 3.3 The Union representative(s) shall have the right to comment on the proposals in the preceding paragraph. Such comments will be made within 10 working days from the notification, but the period may be extended if HRD and the Union agree.
- 3.4 Comments of the Union representative(s) will be discussed between the Union representative(s), HRD representative(s) and the responsible chief, with a view to reaching agreement. This discussion must be held before the vacancy announcement is published.
- 3.5 In all cases where agreement is reached, the notice of vacancy will be published.
- 3.6 Any disagreement among the Union representative(s), the HRD representative(s) and the responsible chief shall be noted in writing and transmitted to the Director-General for decision.
- 3.7 The period during which a vacancy notice will be opened shall be determined by HRD, provided that this period shall be for a minimum of one calendar month. HRD will inform the Union representative(s) whether an extension is necessary.

Article 4*Competition process*

- 4.1 The selection process is composed of two phases, the assessment centre and the technical evaluation.
- 4.2 Internal candidates who apply for a competition graded above their existing grade level shall go through the Assessment Centre. Internal candidates who have already been successfully assessed for the grade level they apply to need not undergo a new assessment.
- 4.3 External candidates short-listed by the responsible Chief in agreement with HRD will be invited to participate in the Assessment Centre.

Article 5*Technical evaluation*

- 5.1 All candidates who have been successfully assessed shall be technically evaluated. It is the responsibility of the Chief to undertake and assure a rigorous technical assessment of candidates according to guidelines that shall be agreed by the Union and the Office. The Parties agree to elaborate these guidelines by 31st December 2000 and, in any case, before this Agreement becomes operational.
- 5.2 Union representative(s) shall have access to all the reports on the technical evaluation. If the Union representative(s) have any comments, they must make them known to HRD within 10 working days from the notification of the result of the technical evaluation. These comments shall be discussed between the Chief, the HRD and the Union representatives.
- 5.3 A full report on this process will be transmitted to the Director-General, with copy to the Union representatives. The Director-General will then take the final decision on recruitment.

Article 6*Information and feedback to candidates*

- 6.1 Candidates shall receive a written report on the results of the assessment centre process.
- 6.2 Internal candidates may request in writing an interview with the responsible chief in order to obtain feedback on the technical evaluation. The interview shall take place, where possible, within ten working days of receipt of the request. At their discretion, they may be accompanied by a member of the Union or another past or present ILO official.
- 6.3 Where a candidate is dissatisfied with the result of the interview, s/he may request a written feedback. The feedback will be provided, where possible, within 10 working days of receipt of the request.

Article 7*Career counselling and coaching*

- 7.1 The Office shall provide career counselling and coaching to ILO staff.
- 7.2 In particular, such career counselling and coaching shall be provided to –
 - (a) Officials who did not reach the standards required in the Assessment Centre;

- (b) Officials who have successfully passed the Assessment Centre but have not been selected for a post corresponding to that grade group within two years from the assessment.

Article 8

Reopening of the recruitment and selection process

If the recruitment and selection process is declared unsuccessful and the post is retained with the same job description, HRD and the responsible chief shall consider the conditions under which the selection and recruitment process is to be reopened (Assessment Centre and technical evaluation), and shall inform the Union representative(s).

Article 9

Cancellation of a competition

Before a decision is taken to cancel a selection and recruitment process that has already begun, HRD shall consult in good faith with the Union representatives. In case of disagreement, Union views shall be attached to the documentation forwarded to the Director-General for decision on such cancellation. If cancellation is confirmed, reasons shall be given in writing to all internal candidates.

Article 10

Field offices

The Parties may agree on adjustments to this procedure for local staff in field offices.

Article 11

Grievances

An official who has requested feedback from the responsible chief in accordance with Article 6, may request the advice of the facilitators or the Ombudsperson provided for under the Procedure for the Resolution of Grievances. If the official is not satisfied with the written feedback, s/he may submit a grievance to the Joint Panel provided for in the Procedure for the Resolution of Grievances dated 13 September 2000, where he or she alleges that the decision was based on a procedural flaw or unfair treatment.

Article 12

Transitional measures

Officials that already belong to a grade level at the date of entry into force of this Agreement shall be deemed assessed successfully and therefore shall not need to participate in the Assessment Centre corresponding to their existing grade level.

Any other transitional issue arising out from the implementation of this Agreement shall be negotiated as a matter of urgency.

Article 13

Miscellaneous

The Parties agree to continue negotiations on the subject of article 4.2 of the existing Staff Regulations.

Article 14*Final clause*

- 14.1 This Agreement shall become effective on the date of signature and will become operational on 1 January 2001. It shall be valid for two years from the date when the procedure becomes operational. The Parties agree to review the operation of this Agreement at the end of that period. Thereafter, or in the absence of a review, the Agreement shall remain in force indefinitely.
- 14.2 No term of the provisions applying this Agreement shall be suspended, modified, cancelled or otherwise amended except by means of a written agreement signed by the Parties. The Parties may renegotiate any part of this Agreement.
- 14.3 In the event of a difference of opinion in the interpretation or application of this Agreement, the matter shall be submitted to the Review Panel, in accordance with Article 7 of the Recognition and Procedural Agreement signed between the Parties on 27 March 2000.
- 14.4 The Staff Regulations and other relevant texts shall be appropriately amended to give effect to this Agreement, within six months of its signature, 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 article of the Staff Regulations, the interpretation that is more favourable to the staff member(s) concerned shall take precedence and prevail.
- 14.5 A copy of this Agreement and the related amendments to the Staff Regulations 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 recruitment and selection procedure and shall undertake the preparation of an instruction manual for all staff on the operation of the procedure.

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

Alan Wild,
Director,
Human Resources Development Department
International Labour Office

David Dror
Chairperson
Staff Union
International Labour Office

Appendix VII

Work-Life Agenda

Background

1. At its 277th Session (March 2000), a paper¹ was presented to the Programme, Financial and Administrative Committee which noted that currently no overall policy framework exists in relation to issues concerning work, family and well-being in the Office. There are, however, a number of measures already available to staff which would fall within the scope of such an Office policy, but other issues also needed to be considered in framing an appropriate overall strategy. The March 2000 paper provided background on introducing family-friendly policies, including the reasons why many public and private sector bodies throughout the world have moved in this direction in recent years. The paper also noted the Work/Family Policy Agenda adopted in 1995 by the executive heads of all agencies of the United Nations common system. This agenda committed agencies to adopt a policy “to foster a supportive work environment in each organization aimed both at promoting productivity and enabling staff members to respond to the conflicting pressures of work and of family life.” On the basis of its discussion on the paper, the Committee endorsed the Office’s proposal to develop a policy, strategy, specific proposals and priorities addressing issues affecting the work, family and well-being of staff. This paper develops further that proposal.

Policy objectives and strategies

2. It is proposed that the objectives which should guide the Office’s work in developing further a work, family and well-being policy (henceforth the “Work-Life Agenda”) should be to assist staff to reconcile the pressures of work and personal lives and to give of their best at work; the Office should provide a safe, healthy, non-threatening, family-friendly work environment that takes into account the unique features of a multicultural workplace and recognizes the special needs of individual staff (such as those with disabilities). The Agenda should apply to all Office staff at headquarters and in the field, and should be issue-driven and tailored to meet the ILO’s circumstances, that is, it should respond to real areas of need identified by the Office and staff.
3. No single strategy can be applied towards delivering the Agenda. Strategies must emerge from consideration of particular issues. Each strategy applied should, however, be integrated with other measures being taken to implement the ILO Human Resources Strategy; be consistent with relevant ILO standards; be consistent with approaches taken or contemplated by other organizations of the UN common system; and identify clearly the cost implications of the proposals concerned.

Issues and proposals

4. Document GB.277/PFA/11 outlined issues and measures in relation to the Work-Life Agenda according to six major categories: flexible working arrangements; flexible leave

¹ GB.277/PFA/11.

arrangements; special leave arrangements; relocation policies; equitable access to entitlements, benefits and facilities; and occupational health and safety issues (including staff security). This categorization was seen to cover most issues likely to arise within a Work-Life Agenda, but was also intended to be flexible enough to permit new issues to be reflected as they emerge.

5. In this paper an attempt has been made to develop a few strategies in each of the main categories to meet current needs. ***A number of specific issues and related proposals are presented below for consideration by the Committee and approval at its present session within the issue framework set out in GB.277/PFA/11 (see paragraphs 16 [extending leave arrangements for family purposes] and 25 below [family support obligations]).*** Consequential amendments to the Staff Regulations will be made available to the Committee at its next session. This section of the appendix also foreshadows proposals which, when fully developed, will be forwarded for consideration by the Committee during the course of 2001. The proposals foreshadowed for next year are not intended to comprise an exhaustive list.

I. Flexible working arrangements

(a) *Alternative work schedules*

(i) *Flexitime*

6. Under the present flexitime arrangements, staff at ILO headquarters are allowed flexibility in choosing a starting time (from 7.00 to 9.30), a finishing time (from 16.30 to 19.00) and a mid-day break (from 12.00 to 14.00). Staff are expected to work for 40 hours a week, but a little more or less time may be worked and adjusted later so long as the cumulative credit or debit of time carried over from one week to the next does not exceed ten hours. Currently, staff may not work more than a maximum of 11 1/2 hours per day – on the basis of working the maximum number of permissible hours with a minimum break of half an hour at mid-day. The flexitime arrangement allows staff to take one full (flexi-) day off within each successive four-week period. ***Proposal:*** It is proposed that staff be allowed to accumulate a credit or debit of 16 hours (i.e., two working days) during each successive four-week period and to carry over this credit or debit from one month to the next, after which time the leave is forfeited. This arrangement would continue to be by agreement with the relevant supervisor and would be administered in such a manner as to ensure that minimum service standards could be met by the work unit at all times. Flexitime was introduced in ILO headquarters in 1974, but only endorsed as an alternative work schedule by UN executive heads for other common system organisations in 1995. The proposal would be cost-neutral.

(ii) *Compressed work schedules*

7. Many companies and organizations (including a number of international organizations such as the World Bank and WTO) allow staff to work a compressed working week, sometimes indefinitely but, more often, for a distinct period of time. ***Proposal:*** It is proposed to introduce an arrangement (which does not currently exist) to allow officials to work for ten hours per day during four days of a given week and then be entitled to have the remaining day of the working week as leave to meet particular personal commitments over a specified period. Such an arrangement (which would operate separately from, not in conjunction with flexitime), would not be permitted to continue indefinitely, particularly as it would be inequitable in relation to those staff who work 80 per cent of full-time working hours (and who experience, accordingly, a concomitant reduction in pay and benefits). It is envisaged that to be eligible to work on the basis of a compressed work schedule, an

official would need to secure the agreement of his/her supervisor and/or team to such an arrangement, which could only be availed of once in any two-year period and be for a minimum of two months (for administrative purposes) and not more than six months. Compressed work schedules were endorsed by UN executive heads as an acceptable alternative work schedule for common system organizations in 1995. This proposal would be cost neutral.

(b) Job-sharing

8. Although not currently available in the Office, job-sharing is a form of part-time work that might be viable when ordinary part-time work is not, notably when organizational needs require a job to be filled on a full-time basis, though not necessarily by only one person. **Proposal:** Three basic forms of job-sharing are practised, which it is proposed be available as alternative approaches depending on the needs of a particular work unit. These forms of job-sharing are: *shared responsibility*, where (generally) two employees share jointly the responsibilities and full range of tasks of one full-time post; *divided responsibility*, where two people share one full-time position and divide responsibilities, usually by project or client group, providing back-up for each other as necessary; and *unrelated responsibility*, where the two people are normally part of the same organizational unit and perform completely separate tasks, but their names are matched for head-count purposes. Job sharing was endorsed by UN executive heads as an acceptable alternative work schedule for common system organizations in 1995. This proposal would be cost neutral.

(c) Adjustments to part-time work arrangements

9. At present staff are always recruited to work on a full-time basis, but may then seek authorization to work for 50 or 80 per cent of full-time work for periods of no less than four calendar months. It is desirable to examine the feasibility of undertaking part-time work on other bases (such as 30 and 70 per cent of normal working time). However, there are implications for pensions and other staff entitlements and the efficiency of internal administrative processes of any change to the existing part-time arrangements. More detailed consideration is therefore necessary before a specific proposal for change could be advanced. A further report will be provided to the Governing Body on this issue in March 2001.

(d) Flexi-place/telecommuting/teleworking

10. With the state of current technology, it has become increasingly feasible to allow staff the flexibility to work off-site. It would be possible to allow officials to work full-time for the duration of a particular project or on a part-time basis from home or from another designated "satellite" office. UNDP has apparently developed extensive "telecommuting guidelines" which describe the modalities under which a staff member may be allowed to work, on a full-time or part-time basis, from an alternate worksite. (The guidelines include a "Telecommuting Compact" whereby the staff member agrees to provide all necessary hardware that may be required for his/her telecommuting and to upgrade this equipment to meet the organizational standards as and when necessary. Under the Compact, the staff member is also responsible for establishing and keeping specific telecommuting work hours and making these known to his/her supervisor and immediate colleagues.) The Office will examine further the issue of telecommuting, with a view to providing a report and a possible proposal to the Governing Body during 2001.

II. Flexible leave arrangements

“Career breaks” for personal/family reasons

11. To be consistent with major organizations and companies having a Work-Life Agenda, consideration should be given to making career breaks available officially. A number of options are available. One course would be to ascertain the extent to which staff lose annual leave (an official stationed in Geneva is normally permitted to carry over to the following year only a maximum of 15 days' annual leave credited during the current year, and no more than 60 days can be carried over from one calendar year to the next). Rather than an official being required to lose leave in excess of these entitlements, it may be possible to allow a more generous carry-over period of a certain number of days which could then be used for a longer break to attend to personal or family matters (for instance, a paid absence for the whole two months of the summer school holidays).
12. Another option would be to enable career breaks to be coupled with flexible working arrangements. For instance, during a break of two years for family reasons, an official might be obliged to work for a minimum of one or two months per year. In such cases, it might also be advisable to introduce arrangements whereby staff on detachment to other organizations or companies or those taking a career break maintain an entitlement to training (especially for courses offered in their sector), career counselling and special consideration for vacancies. As is the case with other longer proposed or already existing periods of leave, consideration will have to be given to the question of replacement cover.
13. A further report and possible proposal will be presented to the Governing Body in March 2001.

III. Special leave arrangements

Establish more coherent family leave practices

14. **Uncertified sick leave for unforeseen family-related emergencies:** Article 8.6(a), *Sick Leave*, of the Staff Regulations was amended in 1998² to give effect to the decision by the Consultative Committee on Administrative Questions (Personnel and General Administrative Questions – CCAQ(PER)) to expand the usage of the seven-day provision in any calendar year for uncertified sick leave to cover unforeseen family-related emergencies. This entitlement also applies to short-term officials, within the limits of, and proportional to, the amount of uncertified leave corresponding to the duration of the relevant contract. **Paternity leave:** In the United Nations secretariat, an Administrative Instruction of 8 November 1999 (ST/A1/1999/12) dealing with *Family leave, sick leave and maternity leave* henceforth enabled staff members to use all or part of their uncertified sick leave entitlement for paternity leave. In addition, the Instruction provided that, where both parents are staff members, the father may use unused portions of maternity leave, for up to two weeks, as paternity leave. Provision was also made for special leave of up to eight weeks with full pay to be granted to a staff member who adopts a child. Subsequently, during the CCAQ(PER) meeting in June 2000, the UNDP presented a proposal for a revision to the relevant United Nations staff rule which would provide for paternity leave in the event of the birth of a child. The proposal is structured around the current entitlement to adoption leave and provides that paternity leave of eight weeks on full pay be taken either in one continuous period or in two equal periods of four weeks at

² ILO Circular, Series 6, No. 589, 9 July 1998.

any time during the child's first year of life. CCAQ(PER) encouraged other common system organizations to follow the same approach.

15. *Proposal:* Against this background, the Office proposes a two-pronged approach:

- (a) to provide an entitlement to male officials of five days paid leave in relation to the birth or adoption of a child and to amend article 8.6(a) of the Staff Regulations to enable officials to use the seven days available previously only for uncertified sick leave or for unforeseen family emergencies for paternity leave. Where both parents are staff members it is proposed that the father also be able to use unused portions of maternity leave, for up to two weeks, as paternity leave; and
- (b) in concert with the other organizations of the UN system, to consider whether the introduction of a longer period of paid paternity leave, in line with the UNDP proposal, is warranted. The cost implications associated with implementing this proposal are not significant, given the small number of officials likely to request paternity leave each year.

16. *The Governing Body may wish to endorse the proposals set out in paragraph 15(a) above and to note the action proposed in relation to paragraph 15(b).*

IV. Relocation policy

17. Staff reportedly experience frustration and confusion – and expend considerable time – in identifying the rights and benefits to which they are entitled when relocating from one duty station to another. Resolving these inquiries occupies a great deal of the time of the staff of the Human Resources Development Department.

18. *Proposal:* It is proposed that work begin on elaborating a relocation policy and accompanying handbook that would provide officials with information and assistance on all matters pertaining to relocation. In the framework of this project, attention must be paid to issues relating to the effect of relocation on an official's family members.³ One element of such a broad policy would be to clarify an Office policy on the employment of spouses and close relatives. This latter policy, which has been promised for some years, could be one of the first-completed elements of the overall relocation policy. At the same time as work is being undertaken on a relocation policy, efforts could also be taken towards preparing a general staff manual addressing a wide range of issues concerning HR policies, rules and procedures and which, inter alia, could be made available in HTML format (as for the Internet) or on CD-ROM. An outline of the relocation policy (and certain discrete elements of that policy) should be ready by March 2001. This timeline will ensure that due account can be taken in the policy development process of the outcome of the review of the Office's field structure. A further report on this issue will be provided to the Governing Body in March 2001.

³ GB.277/PFA/11, Appendix, para. 12 (March 2000).

V. Equitable access to entitlements, benefits and facilities**(a) Review of contracts policy**

19. Information concerning the measures being taken towards defining a new contracts policy and addressing various issues related to the longer-term use of short-term contracts in the Office is presented in section I (paragraph 11) of the the main part of this paper.

(b) Domestic partnerships

20. During the CCAQ(PER) session in April 1998, agreement was reached on a two-part policy in relation to domestic partnerships:⁴ (a) organizations which had not already done so agreed to undertake the necessary steps to put in place a policy to recognize common law marriage for dependency purposes if proof was provided that the common law marriage was recognized by the staff member's home country; and (b) recognizing that this issue was intrinsically related to the work and life issues outlined by the executive heads of UN organizations in the ACC's policy statement for a Work-Family Agenda (1995): CCAQ(PER) endorsed the principle that organizations should move – to the extent possible, in unison – in the direction of non-discrimination with regard to the recognition of domestic partnerships of both the same and opposite sexes.

21. It is proposed that the Office move to implement the first part of this proposal without delay (as have a number of organizations, including UNICEF, UNDP, the IMF, the World Bank and the IOM). In order to advance consideration of the second part of this proposal, the Office must determine the eligibility criteria for recognizing domestic partners (which might include, for instance, requirements that the parties be both legally competent, and of a lawful age, to marry; that no blood relationship bar the marriage in the country of residence; information be provided to indicate cohabitation and joint responsibility for living expenses for a specified period; and an affidavit be signed where the parties would agree to notify the Office of termination of the partnership). Consideration will also have to be given to the types of benefits that will be payable. The organizations that have introduced a policy to recognize domestic partnerships include the World Bank and the OECD.

22. A further report on this issue will be provided to the Governing Body in March 2001.

(c) Workers with disabilities

23. The Vocational Rehabilitation and Employment (Disabled Persons) Convention, 1983 (No. 159), and its related Vocational Rehabilitation (Disabled) Recommendation, 1955 (No. 99), and Vocational Rehabilitation and Employment (Disabled Persons) Recommendation, 1983 (No. 168), are intended to ensure suitable employment and social integration for disabled persons. While the Office has taken a number of initiatives in this area, a clear policy on workers with disabilities is required. This should portray the Office as an organization that provides a welcoming environment for people who suffer from various disabilities and which has made certain physical accommodations and addressed the need for appropriate training for its own staff in this regard. Work is advanced on preparing an ILO Code of Practice on Workers with Disabilities for ILO constituents. The Office intends to draw on this work as a basis for devising an internal Office policy on the issue and will report on progress to the Governing Body in March 2001.

⁴ See ACC/1998/5.

(d) Family support obligations

24. It is a fundamental duty of all staff members to comply with local laws and honour their private legal obligations, including the obligation to honour orders of competent courts. Such orders include orders against a staff member to make payments for the support of his or her spouse or former spouse and/or dependent children (“family support obligations”). A number of common system organizations (including the UN secretariat) now have procedures in place to require compliance when staff members fail to meet family support obligations. Currently, the ILO Staff Regulations do not provide the requisite authority for the Office to take similar action. **Proposal:** It is proposed that, by an amendment to article 3.16 of the Staff Regulations, provision be made to enable the Office to deduct from the salaries of staff members who are not honouring court orders for family support, the relevant amounts for payment to spouses/former spouses and dependent children. Such an approach would only be pursued in relation to a court order that was no longer subject to appeal and would require that the official concerned first be asked to comply with the order before the Office took action. The cost implications of giving effect to this proposal are considered to be minimal.

25. *The Governing Body may wish to approve this proposal.*

(e) Long-term care insurance

26. The provision of long-term care insurance to cover the possible need for non-medical related care for aged persons (such as nursing home care, home care and/or family member health care providers) will gain in importance over time. For those who have been working in international organizations and who cannot benefit from the provisions of national schemes, the situation is likely to be more complex and less favourable, given also that staff may be deprived of the safety net of close kin. The ILO/ITU Staff Health Insurance Fund (SHIF) already provides limited benefit in relation to long-term care. The SHIF Management Committee will be examining this issue further during 2001, and a report on any specific action proposed will be provided to the Governing Body at an appropriate time next year.

VI. Occupational health and safety and staff security

(a) Proposed Occupational Safety and Health Unit

27. It is of concern that the Office currently has no dedicated internally focused safety and health specialist in an organization with around 2,500 staff in multiple international locations. The Office paper of March 2000⁵ provided background to and justification for establishing, and outlined a proposed role for, a small occupational health and safety unit in the Office. The paper noted that while a number of headquarters units have responsibility for certain occupational safety and health issues, “for the most part, however, these services tend to work independently of each other, with no overall objective or authority”. Moreover, “while the specific activities conducted may be useful, they are necessarily piecemeal and capable only of reacting to particular needs, both because of the lack of a comprehensive approach and because insufficient attention is paid to preventive measures”. Since March 2000, the ILO’s internal Advisory Committee on Occupational Safety and Health (ACOSH) has discussed extensively – and agreed unanimously on – the need to establish such a service. The Office is still examining how

⁵ GB.277/PFA/11 (para. 15).

best to proceed to give effect to this proposal. A report will be provided to the Governing Body in March 2001.

(b) Staff security

28. A report by the UN Secretary-General to be considered by the UN General Assembly before the end of the year 2000⁶ describes various security threats against United Nations personnel, provides a comprehensive account of the existing United Nations security management structure, and makes certain proposals for change, including measures to enhance the safety and security of United Nations personnel.
29. The report, which has been prepared with the approval of executive heads of UN common system organizations, makes it clear that United Nations staff members have had to work in difficult and dangerous situations during the past few years and that associated developments have highlighted significant gaps in the existing security management system and its funding, as well as the need to strengthen it considerably. The report indicates that, since 1992, 184 civilian staff have lost their lives in the service of the United Nations system. During the reporting period (1 July 1999 to 30 June 2000), 17 staff members died on active service and another 231 have been taken hostage or kidnapped in 60 separate incidents. Staff members have also experienced an unprecedented number of recorded cases of rape and sexual assault, armed robbery, attacks on humanitarian convoys, car-jackings, harassment and arrest and detention. The report concludes that it is now imperative for member States and the organizations of the UN system to accept that security is not optional, but must be a priority, carefully planned and implemented.
30. While consideration of the report may lead to certain measures to improve system-wide arrangements for the protection of United Nations personnel and property in the field, this does not obviate the responsibility of each organization to examine, individually and with other UN system organizations, whether specific further measures are required in relation to staff in particular duty stations. In view of the nature of work normally undertaken by ILO staff in the field, they have traditionally not been as exposed to security threats as the staff of some other UN organizations. However, the general security situation is clearly deteriorating in a number of countries, and there has been a greater incidence of indiscriminate action against UN staff. It has been fortunate that, in recent times, security incidents involving ILO staff have been few in number and relatively minor in scope. As noted in March 2000, the Office intends to examine the overall security situation in ILO offices in field duty stations. This work will be carried out as early as possible in 2001 and a report provided to the Governing Body.

⁶ Report of the Secretary-General on respect for the privileges and immunities of officials of the United Nations and the specialized agencies and related organizations: Safety and Security of humanitarian personnel and protection of United Nations personnel.