



ELEVENTH ITEM ON THE AGENDA

ILO human resources strategy update**Contents**

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1. This paper reports to the Committee the progress made in the implementation of the main elements of the ILO human resource reforms. In addition to providing an overall progress report, the paper specifically requests the Committee to note the conclusion of two new collective agreements, to approve the introduction of a National Professional Officer category of staff into the Office and to approve the proposals on paternity leave and attachment of earnings foreshadowed in GB.279/PFA/12 presented at the November 2000 session.

A. Collective bargaining

2. Since November 2000, the Joint Negotiating Committee (JNC) has met regularly and has concluded two new collective agreements on “arrangements for the establishment of a baseline classification and grading” and “the prevention and resolution of harassment-related grievances”. Appendices I and II contain the full texts of these agreements.

B. Grading

3. The Office is now in a position to commence implementation of the grading arrangements previously described to the Governing Body and now reflected in Appendix I. Full implementation of the new arrangements will require two steps: first, measures to replace the current individual job description of each official by one of the generic descriptions which form the basis of the new grading system; second, longer term measures to provide for the ongoing functioning of the new system. Discussions with the Staff Union have been completed relating to the replacement process and are well under way for the ongoing system. The Human Resources Development Department will put processes in place to ensure consistency of approach to regrading across the Office.
4. The Committee will recall that the 1 January 2000 reorganization of the Geneva headquarters was accomplished over a very short time period, due in part to the decision to suspend the grading of new positions until the new grading procedures were in place. At that time, it was agreed that any new grades associated with jobs which had changed significantly would be introduced with a retroactive salary adjustment to 1 January 2000.
5. The innovations in the new grading procedures do not in any way affect the common system principles of classification. The changes concern the way in which grading decisions are taken and may be reviewed, which is at present covered by internal circulars issued pursuant to article 2.2 of the Staff Regulations. No changes to the Staff Regulations are therefore necessary at this stage of the establishment of a baseline. However, in order to make good the commitments given to staff who transferred to more substantial jobs on 1 January 2000, article 9.1 of the Collective Agreement provides for automatic promotion, with retroactive effect to that date, of the incumbent of a job which is found to correspond to a higher grade. Under article 4.2(f) of the Staff Regulations, upgrading creates a vacancy for the job concerned to which the former incumbents are not necessarily appointed, although in practice they normally are. The Office therefore needs a derogation from that article to permit the automatic selection of the incumbents to any upgraded positions, a derogation that would be limited to the present exercise.

C. Harassment-related grievances

6. The architecture of the harassment-related grievance procedure (“the new procedure”) follows closely that of the general grievance procedure, but certain changes will be required to the Staff Regulations approved by the Governing Body in November last year.
7. There are three main differences between the new procedure and the grievance procedure. First, where a grievance alleging harassment is lodged, a staff member is not obliged to initiate the new procedure by requesting a meeting with any of the applicable line managers (as is the case in the grievance procedure). The reason for this is that the line manager may be the alleged harasser or that the matter complained of may be highly sensitive and involve intimate/personal information which should be restricted to as few persons as possible.
8. Secondly, the new procedure ascribes a different role for the Ombudsperson in that a harassment-related grievance can be referred to the Ombudsperson directly to be dealt with relatively informally, thereby avoiding, wherever possible, a second “hearing” before the Joint Panel.
9. Thirdly, staff have six months in which to initiate a grievance as opposed to 60 working days under the general procedure.
10. Due to the urgency of the Office’s implementation of acceptable arrangements for dealing with harassment-related grievances, it is proposed that the Governing Body gives to the Director-General authority to make these changes on a provisional basis, with the Staff Regulations being presented to the Governing Body in November 2001 for formal approval.

D. Grievance handling

11. Actions to put the new procedure for the resolution of grievances in place are being implemented. Facilitators have been identified and training is currently under way. Interviews for the external chair of the Joint Panel are at the final stage and prospection for the Ombudsperson continues in order to elicit the widest range of potential candidates. Geneva- and field-based briefings will be completed before the November 2001 Governing Body.

E. Resourcing

12. The new resourcing procedures are being phased in and will be fully operational by mid-year. Assessors for the P and G platforms have been identified and trained and the first live assessment centres for internal candidates have been successfully completed.

F. Development appraisal

13. Due to the priority placed on reaching agreement on the issues of grading and harassment, at the time of writing the agreement on development appraisal had not been concluded. The JNC is scheduled to meet again prior to the Governing Body and an oral report will be given on progress.

G. Young Professional Career Entrance Programme (YPCEP)

14. Ten YPCEP participants have commenced work with the ILO and they are currently working in Geneva. The first formal training programme will be held in April 2001. Arrangements for the continuation of the programme into the next biennium are being established and recruitment actions are already at an advanced stage.

H. Contract policy reform

15. Steps to eliminate the long-term use of short-term contracts continue with significant success being noted in fixed-term placements. These placements have, of course, had a short-term adverse effect on the nationality guideline statistics reported to the Committee at this session.
16. A paper proposing the introduction of the National Professional Officer category of staff in the Office is included as Appendix III, for decision.
17. The development of proposals for a broader range of contract reforms continues. The Office is seeking to reach agreement with the Staff Union Committee on the reduction of contract types in use to just three and to introduce the concept of an indefinite contract with appropriate notice provisions commonly found outside the UN and currently being implemented in other UN sister organizations.

I. Work-life initiatives

18. Appendix IV contains detailed proposals for the implementation of a limited paternity leave policy and procedures for facilitating attachment of earnings in certain circumstances.

J. Financial implications

19. There will be no cost implications in establishing an entitlement to paternity leave nor in introducing the National Professional Officer category.
20. *The Committee may wish to recommend to the Governing Body that it:*
 - (a) *note the status of implementation of the human resources strategy;*
 - (b) *note the Collective Agreement on Arrangements for the Establishment of a Baseline Classification and Grading (Appendix I) and approve, on an exceptional basis, any necessary derogation from article 4.2(f) of the Staff Regulations solely for the purpose of meeting the Office's commitment referred to in paragraph 5 above;*
 - (c) *note the Collective Agreement on the Prevention and Resolution of Harassment-Related Grievances (Appendix II) and authorize the Director-General to adopt the necessary amendments to the Staff Regulations provisionally pending submission to the Governing Body for approval at its*

282nd Session (November 2001); the relevant Staff Regulations will be reviewed at the Governing Body session in March 2003;

- (d) approve the proposal outlined in Appendix III to introduce the National Professional Officer category of staff in the Office, noting that should the Governing Body take this decision, the Director-General would amend the Staff Regulations (by adding a reference to the new category in article 0.2) under the authority delegated to him by the Governing Body at its 192nd Session (February-March 1974), and adopt the related rules, and would report thereon to the Governing Body at its 282nd Session (November 2001);*
- (e) approve the proposals set out in Appendix IV to:*
 - (i) introduce an entitlement to paternity leave in relation to the birth of an official's child or adoption of a child below school age; and*
 - (ii) authorize the Office to take action to implement family support obligations through salary deductions where an official does not honour a relevant court order;*

noting that should the Governing Body take these decisions, the Director-General would amend the Staff Regulations under the authority delegated to him by the Governing Body at its 192nd Session (February-March 1974) and would report thereon to the Governing Body at its 282nd Session (November 2001); and

- (f) reaffirm the primacy of the UN common system with respect to the establishment of terms and conditions of employment for ILO officials.*

Geneva, 16 March 2001.

Point for decision: Paragraph 20.

Appendix I

Collective Agreement on Arrangements for the Establishment of a Baseline Classification and Grading

COLLECTIVE AGREEMENT ON ARRANGEMENTS FOR THE ESTABLISHMENT OF A BASELINE CLASSIFICATION AND GRADING

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

and

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

Preamble

The purpose of this Agreement is to establish a baseline classification and grading based on principles of fairness and equity and aiming at ensuring consistency, timeliness, efficiency, objectivity and transparency, and in a manner consistent with existing collective agreements.

The establishment of a baseline is an integral part of a career development approach applying throughout the ILO. This also calls for the subsequent elaboration of a procedure for job classification/grading.

The Office and the Union, hereinafter referred to as “the Parties”, acknowledge that generic job descriptions have been prepared in 2000 under the guidance of the Joint Working Group on Classification, reporting to the Joint Negotiating Committee.

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

General description of the job-matching/grading process

1.1 The Parties agree that the job matching/grading process will include three stages, as follows:

- Stage 1: Initial matching/grading
- Stage 2: Review of initial matching/grading
- Stage 3: Re-examination of matching/grading

1.2 Where the initial matching/grading is acceptable to the staff member concerned, the subsequent stages for review will not apply.

- 1.3 The initial matching/grading may be the subject of review if so requested by the staff member concerned. Similarly, the review of initial matching/grading may be subject to an independent re-examination by the Independent Review Group (established under Article 7 below), if the staff member concerned requests it. Finally, the matching/grading, as determined by the Independent Review Group may be the subject of an appeal before the Joint Panel.

Article 2

Timetable for the job-matching/grading process:

Stage 1:	Initial matching/grading Request for review of initial matching/grading	by 17 April 2001 by 15 May 2001
Stage 2:	Review of initial matching/grading Request for re-examination	by 16 July 2001 by 15 August 2001
Stage 3:	Re-examination by the Independent Review Group if second re-examination is needed	by 1 October 2001 by 31 October 2001

Article 3

Modalities for initial matching/grading

- 3.1 The provisional generic job descriptions, appended to this Agreement will be made available to all staff members and posted on the ILO Intranet no later than 31 March 2001.
- 3.2 Any changes to these provisional generic job descriptions shall be made only by agreement between the Parties.
- 3.3 No later than 17 April 2001, every staff member will be informed in writing of the generic job description applicable to their job as well as the grade allocated.

Article 4

Request for review of the initial matching/grading

- 4.1 A staff member who disagrees with the initial matching/grading may request a review by the Senior Director, in writing, by 15 May 2001. The staff member shall indicate the generic job description and/or the grade which in his/her view best corresponds to their job.

Article 5

Review of initial matching/grading

- 5.1 The Senior Director will review the initial matching/grading in all cases where a staff member so requests. Such review shall take place as soon as possible, and the staff member concerned will receive a reasoned reply in writing no later than 16 July 2001.
- 5.2 If no such reply is received by the staff member by this date, s/he may immediately refer the matter to the Independent Review Group.

Article 6

Request for re-examination

- 6.1 If the Senior Director has provided such reply and the staff member disagrees, s/he may request a re-examination by the Independent Review Group. Such request must be filed in writing by 15 August 2001 with HRD.

Article 7

Re-examination by the Independent Review Group

- 7.1 The Parties agree to appoint an Independent Review Group to re-examine and decide on the review under Article 6 above.

- 7.2 The Parties agree to jointly nominate 14 staff members to the Independent Review Group. The Independent Review Group will operate in teams of two staff members who, together, will re-examine and give a reasoned decision on each request. A decision by the Review Team must be unanimous.
- 7.3 If the Review Team cannot reach a unanimous decision, or fails to give a decision within the time allowed to it, the request for re-examination will be transferred to a second Review Team comprising three members. If the second Review Team cannot reach a unanimous decision it will take a decision by majority voting.

Article 8
Application to the Joint Panel

- 8.1 If the decision of the Review Team is not provided within the time allowed, or if that decision is contested on the grounds of alleged procedural flaw or unfair treatment, either the staff member or the Office may submit it for review to the Joint Panel created under the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000.
- 8.2 The staff member and the Office will have 30 working days from the date of receipt of the decision of the second Review Team, or the date when the Team's decision was due, to apply to the Joint Panel. The provisions of the Collective Agreement on a Procedure for the Resolution of Grievances pertaining to the Resolution by Adjudication process shall then apply.

Article 9
General Provisions

- 9.1 The Parties agree that, wherever the grade allocated to a job as a result of the job matching/grading process is higher than the existing grade held by the staff member, the higher grade will be applied retroactively to 1 January 2000 or, in the case of a change of duties since 1 January 2000, the date of commencement of the new duties.
- 9.2 Staff members claiming that the higher grade should be applied to a date earlier than 1 January 2000 may invoke the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000, to resolve this matter, notwithstanding Article 4.3 of that Agreement.
- 9.3 The Parties agree to select the 14 officials who will serve in the Independent Review Group and to establish terms of reference for that body no later than 30 April 2001.
- 9.4 The Office will provide training to the members of the Independent Review Group, in time for them to become operational on 15 August 2001.
- 9.5 Throughout the processes, the Classification Adviser will be available to provide technical advice, but shall not take part in the review, re-examination or decision on matching/grading.
- 9.6 This Agreement shall apply to all staff members in the Professional category, as well as to all staff members in the General Service category at headquarters. The establishment of a baseline classification and grading for locally recruited staff in the field will be dealt with by the Parties at a later date.
- 9.7 The Parties agree to conclude a Collective Agreement on a procedure for job classification/grading no later than 30 June 2001.

Article 10
Final clause

- 10.1 This Agreement shall become effective on the date of signature.

- 10.2 No term of the provisions applying to 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.
- 10.3 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, as per Article 7 of the Recognition and Procedural Agreement signed between the Parties on 27 March 2000.
- 10.4 The Office shall submit to the November 2001 session of the Governing Body any amendments to the Staff Regulations and other relevant texts considered necessary to give effect to this Agreement, in a manner which also preserves other substantive entitlements of staff members within the meaning of the Preamble to this Agreement. In any case of doubt between this Agreement and a relevant article of the Staff Regulations, the interpretation more favourable to the staff member(s) concerned shall take precedence and prevail.

SIGNED in Geneva, this fourteenth day of March 2001, 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 II

Collective Agreement on the Prevention and Resolution of Harassment-Related Grievances

COLLECTIVE AGREEMENT ON THE PREVENTION AND RESOLUTION OF HARASSMENT-RELATED 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 Collective Agreement (hereinafter referred to as “this Agreement”) is to establish a progressive, partnership-based approach between the Office and the Union (the Parties) to the prevention and rapid resolution of grievances concerning all forms of harassment (in particular mobbing/bullying and sexual harassment), in accordance with due process, fair procedures and natural justice, having regard to relevant international labour standards and the ILO Declaration on Fundamental Principles and Rights at Work.

This Agreement has been concluded pursuant to both the Recognition and Procedural Agreement dated 27 March 2000 and to the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000.

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

Article 1 *Guiding Principles*

- 1.1 Every person has the right to be treated with courtesy, respect and dignity. Consistent with this right, the Office acknowledges that measures need to be taken to ensure that all staff members enjoy equality of opportunity and treatment. The Parties recognise that all forms of harassment are not only an affront to equitable treatment but also a serious form of misconduct that will not be tolerated. Consequently the Parties are committed to ensuring a working environment which is free of all forms of harassment.
- 1.2 Behaviour of this type causes harm to the mental or physical health and well-being of individuals. It also undermines the objectives and work of the ILO and damages the reputation of the Organization. Accordingly, the Parties agree that anyone who believes that s/he has been subjected to harassment should have a right of redress.
- 1.3 The Office guarantees the right to invoke the procedures provided for in this Agreement without fear of intimidation, victimization, discrimination or unfavourable treatment. This protection shall apply equally to all persons making an allegation and to those providing

information concerning such an allegation or otherwise assisting in any process under this Agreement.

- 1.4 The Parties agree that all protected persons who have been or are being harassed by a non-staff member have the right immediately to refuse to work with that person, without the fear of incurring any disadvantage, victimization or retaliation.
- 1.5 The Parties agree that any violation of the rights established in this Agreement is subject to disciplinary and other appropriate action.
- 1.6 The Parties agree to develop and implement strategies – including information, education, training, monitoring and evaluation – with the objective of both preventing harassment from occurring and influencing the attitudes and behaviour of persons associated with the Organization in a manner consistent with the spirit and intent of this Agreement. Managers and staff will be trained in the practical operation of this Agreement.
- 1.7 The Parties stress that all staff have the responsibility to comply with the provisions on harassment set out in this Agreement. The Parties will make every effort to ensure that all staff and other appropriate protected persons co-operate in pursuing the effective implementation and operation of this Agreement.
- 1.8 The rules of natural justice shall apply to the resolution of harassment-related grievances.
- 1.9 The Office recognizes its duty to release documents and information relevant to a harassment-related grievance.
- 1.10 The Parties recognize their duty to safeguard privacy and confidentiality during any process covered by this Agreement. All information concerning harassment-related grievances will be handled in such manner as to protect the privacy of all those involved.
- 1.11 The Office recognizes the role of the Staff Union to represent any protected person, at his/her request, in relation to matters dealt with under this Agreement.
- 1.12 The Parties emphasize the importance of field-based protected persons having full access to all processes within the harassment-related grievance procedure. To facilitate operation of this procedure, greater use should be made of information technology, including, where appropriate, video-conferencing. To further facilitate improved participation in the grievance procedure, field-based protected persons may appoint any representative provided for under this Agreement to act on their behalf.
- 1.13 The Parties agree that the necessary assistance and support will be provided to ensure that, in appropriate cases, an allegation of harassment can be resolved informally between the parties directly involved.
- 1.14 The Parties acknowledge that, in the absence of informal resolution between the parties directly concerned, the procedures that are set out in this Agreement will be followed to ensure that the matter will be dealt with in a sensitive, fair, timely and confidential manner.
- 1.15 The Office will make available appropriate assistance, including counselling, to the parties involved in harassment-related grievances.
- 1.16 The Parties recognize the need to provide a variety of alternative dispute-resolution procedures in order to deal adequately with the broad range of harassment-related grievances which might arise.
- 1.17 The Parties agree to introduce special measures to deal with class action.

Article 2
Definitions

For the purpose of this Agreement:

- 2.1 The expression “protected person” means a person afforded the protection of this Agreement and includes:
- (a) staff members;
 - (b) external collaborators;
 - (c) daily contract workers;
 - (d) interns (both paid and unpaid);
 - (e) persons on secondment to the Office;
 - (f) staff members on special leave;
 - (g) national project personnel;
 - (h) other persons working under the control of the Office;
 - (i) any person who was covered by paragraphs (a) to (h) above and who claims that his/her relationship with the Office came to an end (via resignation, dismissal or otherwise) due to harassment, and who invokes this procedure within 6 months of the end date of the relationship;
 - (j) such other persons as may be agreed by the Parties.
- 2.2 The expression “staff member” means any person with a paid relationship with the Office as defined in the Collective Agreement on a Procedure for the Resolution of Grievances (Article 2.1).
- 2.3 The expression “claimant” means a protected person who has lodged a grievance under this Agreement.
- 2.4 The expression “respondent” means any person who is alleged to have or considered to have harassed a claimant(s).
- 2.5 The expression “participants” in the Joint Panel process refers to the claimant(s), the respondent(s) and the Office.
- 2.6 The expression “Union representative” means the Officers of the Union, accredited Union officials, shop stewards or any staff members appointed by the Union to represent it.
- 2.7 The expression “days” means working days.
- 2.8 The expression “harassment-related grievance” means any instance of harassment of a protected person or allegation of harassment made by a protected person.
- 2.9 The expression “harassment” encompasses any act, conduct, statement or request which is unwelcome to a protected person(s) and could, in all the circumstances, reasonably be regarded as harassing behaviour of a discriminatory, offensive, humiliating, intimidating or violent nature or an intrusion of privacy. It includes, but is not limited to, the following, which may occur singly, simultaneously or consecutively:
- (a) bullying/mobbing: repeated or persistent aggression, by one or more persons, whether verbal, psychological or physical, at the workplace or in connection with work, that has

the effect of humiliating, belittling, offending, intimidating or discriminating against a protected person. Bullying/mobbing can include:

- (i) measures to exclude or isolate a protected person from professional activities;
 - (ii) persistent negative attacks on personal or professional performance without reason or legitimate authority;
 - (iii) manipulation of a protected person's personal or professional reputation by rumour, gossip and ridicule;
 - (iv) abusing a position of power by persistently undermining a protected person's work, or setting objectives with unreasonable and/or impossible deadlines, or unachievable tasks;
 - (v) unreasonable or inappropriate monitoring of a protected person's performance; and
 - (vi) unreasonable and/or unfounded refusal of leave and training.
- (b) sexual harassment: any unwanted or unwelcome conduct of a sexual nature, in a workplace or in connection with work, which makes a protected person feel humiliated, intimidated, discriminated against or offended. The distress caused by the act or series of acts may be intentional or unintentional. Sexual harassment can be coercive sexual behaviour used to control, influence or affect the job, career or status of a protected person. It can also be manifested when one or more persons submit a protected person, at any level, to offensive behaviour or humiliation on the basis of that protected person's sex or sexuality, even though there may be no apparent impact on the career or employment of the protected person concerned. Sexual harassment can take many forms and may include:
- (i) deliberate and unsolicited physical contact or unnecessarily close physical proximity;
 - (ii) repeated sexually-oriented comments or gestures about the body, appearance or life-style of a protected person;
 - (iii) offensive phone calls, letters or e-mail messages;
 - (iv) stalking;
 - (v) showing or displaying sexually explicit graphics, cartoons, pictures, photographs or Internet images;
 - (vi) questions or insinuations about a protected person's private life;
 - (vii) persistent invitations to social activities after the protected person has made it clear they are not welcome; and
 - (viii) sexually explicit jokes or propositions.

2.10 The prohibition on sexual harassment covers behaviour at the workplace or at social functions arising out of work, during travel or missions undertaken in connection with work or during field work carried out with regard to projects in which the ILO is involved.

2.11 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.

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- 2.12 The expression “facilitator” means a person appointed to facilitate the resolution of grievances pursuant to this Agreement and Article 23.1 of the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000.
- 2.13 The expression “applicable line manager” means the protected person’s immediate supervisor or any of the superiors of that supervisor.
- 2.14 The expression “Senior Director” means the Director-General or the relevant Executive Director, Regional Director or other manager of equivalent organizational level reporting directly to the Director-General.
- 2.15 The expression “class action” means an action initiated by two or more protected persons concerning the same or a very similar issue. A decision on a class action shall have binding effect in all similar cases.

*Article 3
Prevention*

- 3.1 A copy of this Agreement and any related amendment to the Staff Regulations and other relevant texts shall be provided to each protected person. The Parties shall ensure that all protected persons are aware of the existence of this Agreement and shall undertake the preparation of a guide for all protected persons on the effect of this Agreement and the operation of the harassment-related grievance procedure.
- 3.2 Prevention of sexual harassment, mobbing/bullying and any other forms of harassment will be the subject of comprehensive, regular and ongoing training for all protected persons.
- 3.3 The Office shall provide education and training for managers on prevention of harassment generally and the operation of this Agreement in particular.
- 3.4 Briefing on this Agreement shall be provided to all new protected persons as part of the induction process organized for such staff members and other protected persons.
- 3.5 The Office will, within 30 days of the signature of this Agreement, issue to all protected persons a policy statement on harassment prevention and resolution, reflecting the Guiding Principles laid down in Article 1 above. The policy statement will also be issued to all protected persons in the course of the induction, education and training processes referred to in the preceding paragraphs.
- 3.6 The Office shall make available and maintain pages on the Office Intranet dedicated to information on harassment prevention and resolution and the operation of this Agreement.
- 3.7 The Office shall make available and maintain more comprehensive and detailed sources of information relating to harassment prevention and resolution for the use of protected persons seeking such information.
- 3.8 In order to monitor and evaluate the implementation of this Agreement, the Parties will carry out anonymous surveys and reviews, in consultation with the Ombudsperson and other relevant persons. Such surveys should assess the nature and frequency of harassment occurring in connection with work in the ILO. Information and data collected will be made public by the Parties.

*Article 4
General Provisions*

Disclosure of information/respect for privacy and confidentiality

- 4.1 When a protected person raises a harassment-related grievance and invokes the means provided for its resolution under this Agreement the claimant and the respondent 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 harassment-related grievance;
- (b) where the Office, the claimant or the respondent seeks to withhold relevant documents or information from a party to a harassment-related grievance, that party 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 that party as a matter of urgency but not later than 10 days from the date of the request. That party will inform the other parties, in writing of the Ombudsperson’s recommendation and his/her reasoned decision on the issue within 10 days of its receipt.

Informal resolution of harassment-related grievances

4.2 The Office shall not keep any record of the process of informal resolution of harassment-related grievances.

Stays in implementing decisions

4.3 The provisions of Article 3.2 to 3.7 of the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000 concerning Stays in implementing decisions shall operate in this Agreement in favour of all protected persons.

Class action

4.4 The provisions of Article 3.13 of the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000 concerning Class action shall operate in this Agreement in favour of all protected persons.

Time limits

4.5 Where a time limit governing the response to a harassment-related grievance is not observed, the claimant has the right to initiate the next stage of the procedure.

Article 5

Informal Resolution of Harassment-related Incidents

5.1 Protected persons who feel they have been, or are being harassed, are encouraged, in the first instance, to attempt to resolve the matter directly and informally with the individual or group concerned. Information and advice may be obtained from any of the following:

- (a) the staff member’s applicable line manager;
- (b) a facilitator;
- (c) the Office of the Ombudsperson;
- (d) a representative of the Staff Union; and/or
- (e) an officer of the Human Resources Development Department.

5.2 Any of the above-mentioned persons, or another protected person, may accompany the claimant to speak to the respondent and may, if requested by the claimant, attempt to facilitate the informal resolution process through conciliation and mediation. Any attempts to settle the matter informally should take place as soon as possible after the alleged harassment.

- 5.3 If a protected person considers that informal resolution is inappropriate, unduly drawn out or unsuccessful, s/he may initiate any of the options included in the Resolution by Dialogue Process immediately.

Resolution by dialogue process

*Article 6
Initiation*

- 6.1 Protected persons who feel they have been or are being harassed may seek to resolve their harassment-related grievances at any of the following levels:
- (a) meeting between the applicable line manager and protected person;
 - (b) facilitation;
 - (c) Ombudsperson process.
- 6.2 Any claimant wishing to invoke the procedures specified in Article 6.1 shall do so within six months of the incident(s) giving rise to a harassment-related grievance, or, if the harassment-related grievance relates to an ongoing matter, within six months of the last date on which the matter affected him/her. Where a protected person wishes to invoke the procedure after the expiry of this time limit, s/he shall refer a request in writing to the Ombudsperson, who shall have the power to decide if the harassment-related grievance should be heard notwithstanding the delay. Such decisions of the Ombudsperson shall be final and without appeal.

*Article 7
Role of line managers*

- 7.1 In an attempt to resolve a harassment-related grievance, a claimant may request an informal and private meeting with any applicable line manager. If requested, the line manager should assist the claimant by providing information and advice as to possible ways of resolving the harassment-related grievance. Unless the claimant expressly requests otherwise, the line manager shall treat any such meeting and the fact that it has been requested or has taken place as private and confidential. No record shall be kept of it.

*Article 8
Role of the facilitators*

- 8.1 In an attempt to resolve a harassment-related grievance, a claimant may request an informal and private meeting with a facilitator. The facilitator should provide information and advice as to possible ways of resolving the harassment-related grievance. The facilitator should provide independent guidance and support. Any such meeting shall be treated as private and confidential. No record shall be kept of it.

*Article 9
Role of the Ombudsperson*

- 9.1 The Ombudsperson appointed pursuant to Article 9 of the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000 will, in dealing with harassment-related grievances under this Agreement, have the following primary functions:
- (a) the investigation of harassment-related grievances in order to establish the facts in such cases;
 - (b) the formulation of proposals for the resolution of harassment-related grievances;
 - (c) the coordination of the work of the facilitators; and
 - (d) the review of specific issues referred to in this Agreement.

- 9.2 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.
- 9.3 The Ombudsperson shall provide, within the limits set out in Article 1.10, 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 claimant shall refer a harassment-related grievance to the Ombudsperson either directly or if s/he is not satisfied with the timeliness or the outcome of the process outlined in Articles 5 to 8 above.
- 10.2 A claimant may refer a harassment-related grievance to the Ombudsperson by making a statement in writing within the time frame specified in Article 6.2. The statement shall contain the following details:
- (a) name of the claimant and how s/he can be contacted;
 - (b) nature of the harassment-related grievance under consideration;
 - (c) whether the claimant requests a meeting with the Ombudsperson;
 - (d) any other details the claimant wishes to provide.
- 10.3 Once the Ombudsperson has received the written statement required by Article 10.2, s/he must commence an investigation pursuant to Article 9.
- 10.4 In conducting his/her investigation, the Ombudsperson may seek further statements from any persons s/he considers to be relevant to the harassment-related grievance. The Ombudsperson may also hold meetings or discussions with such persons and may involve them in his/her investigation in any other way s/he deems necessary.
- 10.5 The Ombudsperson may, in the course of discharging his/her functions, call for the production of all documents or information as may be relevant.
- 10.6 For purposes of this Article, non-compliance with an opinion of the Ombudsperson under Article 4.1(b) above recommending the disclosure of relevant documents or information shall not be regarded as a refusal to cooperate.

Article 11
Ombudsperson process

- 11.1 The Ombudsperson may arrange meetings with the claimant, respondent or any other relevant persons by notice to these persons, save that:
- (a) any joint meeting with the claimant(s) and respondent(s) shall only take place with their prior consent;
 - (b) where a claimant or a respondent requests a private meeting with the Ombudsperson, this shall be granted.
- 11.2 The conduct of joint meetings shall be at the discretion of the Ombudsperson, subject to the principles of natural justice upon which this Agreement is based.
- 11.3 The claimant(s) and respondent(s) shall have the right to be represented. They also have the right to be accompanied by a Union representative or by a past or present ILO official of their choice at meetings. Neither the claimant(s) nor the respondent(s) shall have the right to legal representation before the Ombudsperson.

- 11.4 Following a meeting, further discussions or investigations may be undertaken by the Ombudsperson in order to enable him/her to fulfil his/her functions under Article 9.

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, s/he shall provide a reasoned report explaining why resolution was not possible.
- 12.3 Copies of the Ombudsperson's report shall be distributed to:
- (a) the claimant(s);
 - (b) the respondent(s);
 - (c) the applicable line manager (if the claimant initially referred the harassment-related grievance to that manager).
- 12.4 Copies of the Ombudsperson's proposals for resolution shall be distributed to any person called upon to take action to implement these proposals.
- 12.5 The Ombudsperson and those persons who receive a copy of his/her report have a duty to safeguard its confidentiality.

Article 13
Time Limits

- 13.1 The Ombudsperson shall have a time limit of 30 days from the initial notification of the harassment-related grievance to him/her, within which to endeavour to effect resolution and provide reports to those persons specified in paragraphs 12.3 and 12.4 above. Before the expiry of the 30 days, the time may be extended to a maximum of 60 days, but only if the claimant(s) and respondent(s) agree. If they do not agree, the Ombudsperson shall provide the claimant(s) and respondent(s) with a reasoned report explaining why resolution was not possible.

Article 14
Completion of the Resolution by Dialogue Process

- 14.1 If the claimant is not satisfied with the Ombudsperson's proposal for resolution of the harassment-related grievance or the action proposed by the Ombudsperson is not implemented, the claimant may refer the grievance to the Joint Panel within 30 days of receipt of the Ombudsperson's report.

Resolution by adjudication

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 claimant and respondent taking into account the sensitive nature of harassment-related grievances. It shall culminate in action proposed by the Joint Panel.
- 15.2 The Joint Panel established under the Collective Agreement on a Procedure for the Resolution of Grievances dated 13 September 2000 is the Joint Panel for the purpose of this Agreement.

*Article 16
Referral to the Joint Panel*

- 16.1 The claimant may refer the harassment-related grievance to the Joint Panel by written notice within 30 days of the issuing of the Ombudsperson's report.
- 16.2 The written notice shall contain information under the following headings:
- (a) name of the claimant and how s/he can be contacted;
 - (b) nature of the harassment-related grievance under consideration;
 - (c) any action proposed by the line manager;
 - (d) copy of the Ombudsperson's report;
 - (e) a description of the claimant's preferred outcome;
 - (f) names of witnesses (if any) whom the claimant wishes to be heard before the Joint Panel, and whether s/he 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 harassment-related grievance in this way, it shall invite the respondent and the Office to make in writing any statements they may have. Any such statements shall be notified to the Joint Panel within the time specified in the request by the Joint Panel for such statements.

*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 harassment-related grievance by written notice to both parties. The claimant and the respondent shall each 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 The claimant, respondent and a representative of the Office shall all have the right to be present at an oral hearing.
- 17.3 For the purpose of the examination, the claimant, the respondent and the Office shall have the right to appoint a representative as follows:
- (a) the claimant and the respondent shall have the right to be represented and accompanied by a Union representative, a past or present ILO official, or another representative of their choice;
 - (b) the Office shall have the right to be represented by a representative of its choice.
- 17.4 The examination shall be conducted according to the principles of fair procedures and natural justice, in line with the rules of procedure established by the Joint Panel for harassment-related grievances. In the examination of a harassment-related grievance, the Joint Panel may invite the Ombudsperson to provide information and advice.
- 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 the 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 participants. 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 participants, except when it decides by a unanimous vote that the information shall not be communicated and provides in writing a reasoned decision to the participants. The participants 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. All of the participants shall have the right to inspect and have copies of the record.
- 17.8 At any time during the Joint Panel process, should the participants decide to resolve the harassment-related grievance 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 16) shall be suspended. If the claimant and the respondent jointly notify the Chairperson in writing that they have 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 the participants 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 harassment-related 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 harassment-related grievance 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 participant;
 - (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 disciplinary or any other appropriate action, such as reinstatement, compensation and/or costs.
- 20.3 (a) The Joint Panel shall inform the participants 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 participants.
- (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, s/he 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 from which the Joint Panel's proposal constitutes a decision, in line with Article 20.3(c), within which to refer a complaint about the decision on the harassment-related grievance to the Tribunal.

Article 22
Removal of Immunity from Jurisdiction and other Remedies

- 22.1 Notwithstanding the current arrangements for the waiver of immunity from jurisdiction, the Parties shall, within twelve months of signing this Agreement, conclude negotiations on additional remedies to be made available to claimants who have been found to be subject to harassment (including harassment by a non-staff member) under the procedures set out in this Agreement. These negotiations shall include the possible waiver of immunity in appropriate cases.

Article 23
Intimidation or Victimization

- 23.1 The Office shall ensure that protected persons who feel that they have been harassed, who raise a harassment-related grievance or who assist in any process under this Agreement, for example by providing information or by serving as witness, shall not be subjected to intimidation, victimization, discrimination or retaliation. Any such act shall be dealt with as a disciplinary matter.

Article 24
Transitional Measures

- 24.1 The Parties recognise that in the implementation process, some transitional issues might arise. At the request of one of the Parties, solutions to such transitional issues would be negotiated as a matter of urgency.
- 24.2 (a) The words "six months" in Article 2.1(i) above shall be replaced with the words "twelve months" for a transitional period of one year from the date of signature of this Agreement.
- (b) Harassment-related grievances raised in accordance with this transitional provision shall be resolved under the procedures established in this Agreement.

Article 25
Miscellaneous

- 25.1 This Agreement shall become effective on the date of signature and shall be valid for two years from the date on which the Agreement on the resolution of grievances 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.

25.2 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.

25.3 The Office shall submit to the November 2001 session of the Governing Body any amendments to the Staff Regulations and other relevant texts necessary to give effect to this Agreement, in a manner which also preserves other substantive entitlements of staff members within the meaning of the Preamble to this Agreement. In any case of doubt between this Agreement and a relevant article of the Staff Regulations, the interpretation that is more favourable to the staff member(s) concerned shall take precedence and prevail.

25.4 A copy of this Agreement and the related amendments to the Staff Regulations and other relevant texts shall be provided to each existing and future protected person. The Parties shall ensure that all protected persons are aware of the existence of this Agreement and shall undertake the preparation of an instruction manual for all protected persons on the effect of this Agreement and the operation and effect of this procedure.

SIGNED in Geneva, this twenty-sixth day of February 2001, 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 III

Introduction of National Professional Officer category

1. The National Professional Officer (NO) category is a UN common system employment feature. It is described by the International Civil Service Commission (ICSC) as follows:

The National Professional Officers category includes staff members employed under the organization's staff rules/regulations. They are locally recruited. The basis of remuneration is the best prevailing conditions of service (Flemming principle). Posts are classified according to the Master Standards for the classification of professional posts. Coverage is provided under the UNJSPF and medical insurance coverage is provided according to the arrangements in place in the employing organization for locally recruited staff.¹

The jobs included in this category by common system organizations comprise managerial, programming, human resources, finance, administration, information technology work and Technical Cooperation portfolio management. The grade structure of the NO category encompasses four grades: NO-A, NO-B, NO-C and NO-D.

Background

2. Contrary to most other organizations of the UN common system, the ILO does not have the NO staff category.² In accordance with article 2.2 of the Staff Regulations, besides the higher staff categories, the ILO has only the (international) Professional (P) category subject to geographical distribution and the General Service (GS) category. In the mid-1980s, a review of senior GS jobs in external offices examined the possibility of adopting the NO category. However, that course of action was not retained by the Office because it did not correspond to ILO's needs at that time nor to its field conditions which did not then fulfil ICSC criteria (in particular, ILO senior GS staff in the field were not fully fledged professionals as they were performing a mixture of GS and P duties and were (and still are) working at the regional or subregional levels).³ Instead, in 1987-88, two grades – Programme and Administrative Support Officer (PASO) and Senior PASO – extending the field GS category were created for certain staff engaged in programme and administrative functions on the basis of benchmark job descriptions developed internally by the ILO.
3. The ICSC which monitors and reviews NO employment within the UN system requested that the Office review its position. In 1994, the ILO undertook before the ICSC⁴ that “it would review its policy on the use of PASO/Senior PASO in the light of changes in its field programmes”, with the view of aligning its practices with those of the common system. That review has now been completed.

¹ Doc. ICSC/40/R.10, 19 May 1994.

² First used by UNICEF in 1962.

³ ILO regional and area offices (with few exceptions) cover more than one country.

⁴ ICSC/40/R.10, 19 May 1994.

Circumstances requiring a reconsideration of the ILO's approach

(a) The changing ILO environment

4. Since the inception of the PASO/Senior PASO grades, several changes have occurred in the Office's operations which have impacted on the issue of whether the ILO should introduce the NO category. ILO field programmes, aimed at responding more effectively to the needs of the Organization's constituents, changed with the creation and development of multidisciplinary teams (MDTs); this in turn had an impact on the work of regional and area offices where the functions of PASO/Senior PASO jobs became more complex. As a consequence, most, if not all, PASO/Senior PASO jobs have moved from being predominantly administrative to predominantly professional in nature.
5. In addition, the launching in 1992 and rapid expansion of the global International Programme for the Elimination of Child Labour (IPEC) generated a situation where the services of National Programme Coordinators and National Project Coordinators (NPCs) had to be contracted as local professionals to manage the development and implementation of this technical cooperation programme of action at the national level.⁵ Following an audit of IPEC in 1998, the external auditors recommended⁶ that NPCs who perform managerial functions, including having direct responsibility for overseeing the use of funds entrusted by donors to the ILO, should be awarded NO status.

(b) Practices within the common system

6. Most organizations of the common system have introduced the NO category in their regional and field offices. Currently, UNDP, UNHCR, UNIFEM, UNFPA, UNDCP, WFP, UNIDO, UNICEF, FAO, WHO, and UNESCO employ NOs and are very satisfied with the operation of this staff category. In terms of geographical coverage, NOs are assigned to regional offices and may perform work at the regional, subregional, country or local level. Therefore, if the ILO introduced this category it would be in line with the common system in respect of its local professionals in regional offices, area offices and MDTs.

Recent Office overview

7. A review conducted by the Human Resources Development Department (HRD) into the possibility of introducing the National Professional Officers (NO) category of staff in the ILO concluded that there are clear advantages in introducing the NO category in the ILO and that this category should "absorb" PASO and Senior PASO jobs as well as technical cooperation national programme or project coordinator jobs.
8. The introduction of the NO category in the ILO presents *real advantages* for the staff and the Office. Other UN organizations have emphasized substantial financial savings as staff costs in local currencies are much lower compared to international professional costs;⁷ NO staff have a better knowledge of the overall national context (political, economic, social and cultural); the high calibre of staff has improved efficiency and effectiveness in programme development and implementation; substantial value has been added to the organizations' overall work, which has also given them

⁵ Currently, NPCs are not ILO officials but independent contractors (called National Professional Project Personnel (NPPPs) within the common system, who can carry out either or both P and GS duties. Project support personnel (GS) are, however, granted regular fixed-term contracts and are subject to the Staff Regulations. This situation is resented by NPPPs.

⁶ Report of the External Auditor to the Director-General, 28 May 1999.

⁷ But in the ILO the comparison will be with PASO/Senior PASO positions and those occupied by national professional project personnel; *a priori* savings therefore are not likely.

better visibility; and, finally, national professionals constitute a valuable pool of potential talented international professionals.

9. Additional advantages for the Office would be: flexibility for programme managers in hiring local professionals; constitution of a staff loyal to the ILO and to the values the Organization stands for; more responsible and accountable staff as ILO status would allow a more effective use of national professionals, who may be assigned greater responsibility, including that of negotiation, and be held accountable for their acts (in particular, as regards funds under their responsibility); and falling within the coverage of the Convention on Privileges and Immunities would protect NOs from improper external pressures which might otherwise impact adversely on programme activities; alignment of an aspect of ILO HR policy with that of the common system; satisfaction of claims of PASO and Senior PASO officials who have always wished to be considered as professionals; satisfaction of IPEC management and of IPEC NPCs who have been waiting for some years for implementation of the NO category; NPCs would now be perceived as ILO officials by their partners and counterparts; full entitlement to social security benefits under the Staff Regulations (family allowances; medical insurance coverage; pension coverage, etc.) for technical cooperation national professionals (and, therefore, the elimination of an important source of resentment vis-à-vis the entitlements of administrative support staff who work with them); removal of overtime payments to what are essentially “professional” staff; and considerable improvement throughout the Office with respect to employment conditions and equality of treatment of staff.

Impact of the NO category on the composition and structure of ILO staff

10. A specific feature of the work undertaken by staff of the NO category is capacity-building and sustainable development in developing countries. Therefore, officials of this category are normally nationals of the country of the duty station and are by definition not subject to mobility. However, foreigners residing in that country and completely fluent in the national language(s) may be employed as NOs as long as they are recruited locally and are not reassigned abroad (this last rule is already applied to officials of ILO branch offices).
11. Core work currently performed by PASOs and Senior PASOs in regional offices, area offices and MDTs is already established by the programme and budget. Should the NO category be introduced in the ILO, the NO jobs that will be part of the career structure of the Office would still have to be authorized by the Governing Body each biennium for the field structure. Therefore, the issue of drawing a balance between the number of NOs and the number of international professionals is more a matter of the type and content of work than of maintaining a proper balance between the two categories.⁸

Grade and structure

12. As noted in paragraph 1, ICSC has established a four-grade structure for the NO category, based on the Master Standards for the Classification of Professional Posts and consisting of grades NO-A, NO-B, NO-C, and NO-D. Salaries and allowances are based on the Flemming principle (best prevailing local conditions) and are determined at the common system level according to the ICSC methodology. Programming and administration and finance work is currently performed by PASO and Senior PASO officials; there is no reason why the additional job families identified for NO staff (see paragraph 1) could not be adopted by the ILO.
13. The adoption of the NO category by the ILO would have a positive impact on the organization of work in external offices where additional job families could be created thereby improving external office operations and opening career development avenues for local core staff.

⁸ UNICEF is currently employing some 3,000 NOs worldwide.

Inclusion of NPPPs in the NO category

14. The main issue to be considered in extending the NO status to NPPPs relates to common system procedures regarding national execution of technical cooperation projects. According to these procedures, NPPPs should not be staff members of the Organization but hired on service contracts (equivalent to ILO service agreements). The rationale behind these procedures is limiting the costs of the project, efficiency of implementation and issues relating to capacity-building and sustainability. This rationale is also that which underpins the creation of the NO category and, furthermore, ICSC has allowed flexibility to individual agencies in the application of the required procedures. As an example, UNHCR awards indefinite contracts to its NOs. These contracts have no specific expiry date, but can be terminated by the administration or the official on giving the required notice, in spite of the fact that staff costs are financed from supplementary (i.e., non-regular budget) funds.
15. Therefore, common system procedures would not impede the ILO from extending NO status to its NPCs. In other words, extending the NO status to ILO NPCs will still maintain costs at local levels and assist in capacity-building and achieving sustainability at country and local levels. The ILO would propose to follow the UNHCR approach in hiring NPCs on indefinite contracts with appropriate notice periods.

Conclusion

16. In addition to complying with the long-standing wishes of the ICSC by aligning its HR policy with that of the common system with respect to local staff, there are real advantages for the Office and staff in introducing the NO category in the ILO. Such an approach would improve employment equity and fairness in field offices, eliminate an important source of grievances between project staff and contribute to a reduction in the number and types of contracts in use in the Office.

Appendix IV

Work-life initiatives

Paternity leave

The Governing Body may recall that during its deliberations on the question of introducing paternity leave in November 2000,⁹ a query arose concerning the position of the International Civil Service Commission (ICSC) on this matter. In response, it was explained that the issue of paternity leave was not a matter falling under the specific jurisdiction of the ICSC but rather was left to each individual organization to determine. It was also recalled that the Executive Heads of agencies, sitting as the Administrative Committee on Coordination (ACC) had endorsed a work/family agenda in 1995 which highlighted the provision of paternity leave. Consistent with the flexibility accorded individual organizations to introduce such policies, a number of organizations applying the common system have already taken measures to provide for paternity leave. In September 2000, the International Organization for Migration (IOM) introduced a paternity leave and family emergency leave policy which allows – on a trial basis during two years – four weeks of paid paternity leave within the first six months of the child’s birth (or child’s arrival for adopting fathers). In January 2001, the Executive Board of the World Health Organization approved five days of paid paternity leave on a trial basis for two years. More extensive periods of paid paternity leave are being proposed by some other organizations. The Office proposes to allow for five days of paid paternity leave in relation to the birth of an official’s child or adoption of a child below school age. It also proposes that there be some flexibility to prolong that leave by using part or whole of the period of seven days which is currently available for uncertified sick leave or for unforeseen family emergencies: in this regard, the proposal attempts only to make explicit one way of using an existing entitlement. Should the Governing Body decide to approve this proposal, the Director-General would amend the Staff Regulations under the authority delegated to him by the Governing Body at its 192nd Session (February-March 1974) and would report thereon to the Governing Body at its 282nd Session (November 2001).

Family support obligations

In November 2000, the Office informed the Governing Body that a number of common system organizations (including the UN secretariat) have procedures in place to ensure compliance when staff members fail to meet family support obligations. Considering the unclear nature of some court orders, assurance was sought concerning the possibility of the Office making deductions from an official’s salary to meet family support obligations without incurring legal liability. The Office would propose, by an amendment to article 3.16 of the Staff Regulations to make provision to enable it 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. It is stressed that such an approach would be pursued only in relation to an unequivocal court order that was no longer subject to appeal and would require that the official concerned first be asked by the Office to comply with the order before any action be taken. Should the Governing Body decide to approve this proposal, the Director-General would amend the Staff Regulations under the authority delegated to him by the Governing Body at its 192nd Session (February-March 1974) and would report thereon to the Governing Body at its 282nd Session (November 2001).

⁹ GB.279/PFA/12, p. 4 and Appendix VII thereto, p. 32.