

ANNEX B

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**
(hereafter 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 rumor, 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 behavior 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 behavior 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.
- 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

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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

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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.

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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