



Model Recognition Agreement

What is a recognition agreement?

A recognition agreement is a document signed by the staff association or union and the executive head of the organization, by which the executive head recognizes the association or union, under the provisions of the relevant Staff Regulation, as the representative of staff members of that organization, and that, except as indicated otherwise, any agreement entered into by the association or union will be applied to all staff members. A recognition agreement is granted for the purposes of consultation and negotiation.

A recognition agreement may include any or all of the following provisions:

- ❑ Confirmation of the right of the staff association or union to consult, be consulted and, where appropriate, negotiate on terms and conditions of employment and on any other matter which it is agreed directly affects the general welfare of the membership of the association or union.
- ❑ Identification of the general principles under which the agreement will be applied.
- ❑ Recognition of a reasonable amount of work time being devoted to staff representation activities, and of the need to hold periodic meetings of the Staff Committee and the membership.
- ❑ Agreement to provide facilities, for example office space, clerical assistance, communications, etc. to the association or union.

Only a few staff associations or unions have signed recognition agreements. To facilitate the further development and implementation of recognition agreements throughout the common system, FICSA has provided the following Model Recognition Agreement.

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Model Recognition and Procedural Agreement

Between

The Organization (name of organization and address)

and

Name of Staff Association or Union and address

1. Definition of terms

The Organization refers to (name of organization).

The Association/Union refers to name of association or union.

Staff refers to all employees of the Organization. Here the Association or Union should specify whether it represents the interests of short-term staff and temporaries, and people on “non-staff” contracts, such as consultants, in accordance with its Statute/Constitution.

Association or Union member refers to a staff member who is a member in good standing of the Association or Union in terms of its Rules.

Staff Association or Union Committee refers to the central board of elected representatives as defined in Article () of the Statutes/Constitution of the Staff Association or Union.

Staff Association or Union Official refers to an elected member of the Staff Association or Union Committee within the meaning of Article () of the Statutes/Constitution of the Association or Union.

Association or Union Representative refers to any person appointed by the Staff Association or Union Committee to represent it in accordance with Article () of the Statutes/Constitution of the Association or Union.

Management or Administration Representative refers to the Director/Chief of Administration/Human Resources or his/her delegated representative, provided that the nomination of that representative has been confirmed to the Association or Union in writing and in advance.

Common system refers to the United Nations organizations, specialized agencies, funds and programmes as identified by the International Civil Service Commission (ICSC).

Employment practices refers to all actions carried out by the Organization that concern its Staff and potential Staff. These include recruitment, selection, termination, and terms and conditions of service.

2. Commencement date

This agreement commences on (date).

3. Objectives

In drawing up this agreement, the Organization and the Association or Union recognize that the Organization exists to fulfill its aims and objectives.

The purpose of this agreement is to determine recognition of the Association or Union within the Organization and establish a framework for consultation and participation in decision-making affecting personnel/human resources policies and practices in acknowledgment that staff representatives have an important role in the development and implementation of personnel policies and procedures. (ICSC Framework for Human Resources Management, A/55/30, Annex II, Part E.2; 2000.)

The parties have identified common objectives they wish to pursue and achieve. These are:

- ❑ To ensure that employment practices in the Organization are conducted to the highest possible standards;
- ❑ To enhance effective communication with all Staff throughout the Organization;
- ❑ To achieve greater participation and involvement of all members of Staff on the issues to be faced in running and developing the Organization;
- ❑ To facilitate constructive staff-management relations;
- ❑ To ensure that equal opportunities are offered to staff or prospective staff and that the treatment of staff will be fair and equitable in all matters of dispute;
- ❑ To ensure that the Organization and the Staff respect the Charter of the United Nations, particularly Article 101 (3):

“The paramount consideration in the employment of staff and the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence, and integrity.”

4. General principles

The Association or Union recognizes the Organization’s responsibility to plan, organize and manage the work of the Organization to achieve the best possible results in pursuing its overall aims and objectives.

The Organization recognizes the Association’s or Union’s responsibility to represent the interests of its members and to work for improved terms and conditions of service for them.

The Organization encourages Staff to become and remain members of the Staff Association or Union in accordance with this agreement.

The Organization and the Association or Union undertake to ensure that relations between Management and Staff are guided by mutual respect as provided for in Paragraph 26 of the Standards of Conduct for the International Civil Service.

The Organization acknowledges that freedom of association is a fundamental human right and that international civil servants have the right to form and join associations, unions, or other groupings to protect and defend their interests as set out in Paragraph 26 of the Standards of Conduct for the International Civil Service.

The Organization will respect the rights of Staff Representatives that are derived from their status, including the right to address the legislative organs of the Organization as set out in Paragraph 27 of the Standards of Conduct for the International Civil Service.

The Association or Union will exercise a sense of responsibility and avoid undue criticism of the Organization as set out in Paragraph 27 of the Standards of Conduct for the International Civil Service.

The Organization will protect against the discriminatory or prejudicial treatment of Staff Representatives, based on their status or activities as Staff Representatives, both during their term of office and after it has ended as set out in Paragraph 28 of the Standards of Conduct for the International Civil Service.

5. Union representation

The Organization recognizes the Association or Union with which it will consult and negotiate in all matters set out in Clause () of this Agreement.

The Organization recognizes the Association or Union as the body representing Staff for the purposes of informing and consulting the workforce. Informing and consulting the Staff will take place through the Staff Association or Union.

The Organization accepts that the Association or Union's members will elect representatives in accordance with the Association or Union rules to act as their spokespersons in representing their interests.

The Association or Union agrees to inform the Organization of the names of all elected representatives in writing within five working days of their election and to inform the Organization in writing of any subsequent changes, each time within five working days of the change has taken place. Persons whose names have been notified to the Organization will be the only representatives of the Association or Union membership, and the representatives of Staff for the purposes of information and consultation.

The Organization recognizes that Association or Union representatives fulfill an important role and that the discharge of their duties as Staff Representatives will in no way prejudice their career prospects or employment with the Organization.

The Organization will inform all new staff of this agreement and will encourage them to join the Association or Union and provide facilities for them to talk to a staff representative as part of their orientation to the Organization. The Organization will supply the Staff Association or Union with the names and contact details of all new staff members to enable the Association or Union to contact the new Staff Members.

The Organization will arrange for payment of dues to the Association or Union through payroll deduction.

The Organization recognizes the right of the Association or Union to organize work stoppages and petitions (and other industrial actions) and the Association or Union undertakes as a general principle that the stoppage of work should be avoided whenever possible.

6. Association or Union meetings and other facilities

Meetings of Association or Union Members may be held on the Organization's premises, using its meeting room, during working hours and there will be no restriction on the frequency or duration of those meetings. Such meetings will be open to (all Staff Members or all Staff Association or Union Members – as appropriate with the Statute or Constitution).

Prior consent will be obtained from the Organization for such meetings and it shall not be unreasonably withheld. The Association or Union will provide the Organization with a timetable of regular meetings or give an agreed period of notice of the intention to hold a meeting.

The Organization agrees to provide defined facilities to the Association or Union to enable them to discharge their duties including secure office space; a notice board; access to the confidential telephone, fax, internal mail, and email; reasonable use of equipment such as telephones, photocopiers, and computers; reasonable accommodation for Association or Union meetings and education/training and administrative support and secretarial services.

Subject to the agreement of the Organization, Association or Union representatives will be granted special administrative leave with pay to attend training courses run by the Association or Union or other appropriate bodies which are relevant to the discharge of their representative duties, such as the Federation of International Civil Servants' Associations (FICSA).

Subject to the agreement of the Organization, Association or Union representatives will be granted special administrative leave with pay to attend the FICSA Council, which is generally held for one week in February of every year.

Association or Union representatives will be permitted to take a reasonable amount of paid time off during working hours to enable them to carry out their duties under this agreement. The CCAQ guidelines agreed by the Organizations in 1982 will govern what is meant by a reasonable release time for representative duties. Any dispute shall be referred to (name of internal grievance mechanism/ombudsman).

The Organization agrees to place the staff costs of those Staff Representatives released at the disposal of the releasing Divisions to allow for replacement capacity to be engaged.

The Organization will inform the supervisors of the Association or Union's officers about the amount of their release time, and the officers will endeavor to make mutually acceptable arrangements with their supervisors for release from normal duties.

The Organization agrees to (provide funding for the travel and per diem of Staff Representatives to participate in the annual FICSA Council; FICSA training activities; others).

The Organization agrees to contribute to the operating budget of the Association or Union in the amount of ().

7. Joint staff-management machinery

The Organization and the Association or Union agree (to set up joint machinery or to use existing joint machinery) for the purposes of consultation and participation in decision-making (and/or negotiation) on personnel/human resources policies and practices.

The Organization agrees to provide all information on issues for discussion to the Association or Union at least 10 working days prior to the meeting to carry out effective consultation and decision-making (and/or negotiation). This shall include the Organization's human resources policies and procedures, Staff Regulations and Rules, and proposed amendments and additions.

The Association or Union agrees to submit any relevant information about its positions, proposals, and/or requests at least 5 working days before the meeting.

The Organization and the Association or Union agree to respect the confidentiality of personal data, but the need for confidentiality in some matters should not be used as an excuse to refuse to share all possible relevant information.

The Organization agrees not to issue information on human resources policies and procedures to the Staff until they have been subject to consultation (or negotiation) with the Association or Union.

The following matters shall be the subjects of consultation (and/or negotiation):

- Terms and conditions of service
- Job descriptions
- Job classification and evaluation
- Hours of work
- Holiday and sick leave
- Health and Safety
- Performance management, including performance appraisal system
- Working practices, new equipment, and techniques
- Training

- Recruitment and selection
- Staff amenities, including restaurant
- Reduction in force and redeployment
- Outsourcing and offshoring
- Grievance and disciplinary procedures
- Reorganization of staff and relocation of offices
- Any other item on which both sides agree

The Organization agrees to consult with the Association or Union on the items of the ICSC session agendas to develop common positions that will be defended by the Management Representative at the meetings of the ICSC.

8. Grievances and Discipline

The Organization recognizes the right of the Association or Union to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures.

The Organization undertakes to inform the Association or Union Representatives immediately of the name of any Association or Union Member faced with disciplinary action to enable the Association or Union to provide counseling and assistance (and legal advice/legal representation).

Association or Union Representatives will be permitted to spend reasonable paid time inside working hours to discuss the grievance and disciplinary matters with affected staff and to prepare their case.

The Organization and the Association or Union undertake to share the cost of legal insurance for (the staff of the Organization or for the Members of the Association or Union).

If there is a failure to come to a consensus in the joint staff-management body, there shall be a timetable of meetings to seek to resolve any dispute. Both the Organization and the Association or Union will be entitled to have advisors at any dispute meeting, subject to the agreement of both sides. (Alternatively, the Organization and the Association or Union will seek the services of an outside mediator or arbitrator whose selection will be mutually agreed upon.)

9. Amendments

This agreement may be amended at any time with the consent of both parties.

10. Termination

This agreement shall not terminate except by mutual consent.

Signed..... For (the Organization)

Date.....

Signed..... For the Staff Association or Union

Date.....
