

RECOGNITION AGREEMENT

**between the Director-General of the Food and Agriculture Organization (FAO)
and the Association of Professionals in FAO (AP in FAO)**

Preamble

Whereas

The Association of Professional Staff (APS) and the Field Staff Association (FSA) are recognized staff representative bodies which have decided to merge into a single body, the Association of Professionals in FAO (AP in FAO);

Acknowledging that

It is desirable to make an agreement for the recognition of the new body;

Therefore

The Director-General of the Food and Agriculture Organization of the United Nations, the Association of Professional Staff and the Field Staff Association have entered into the following agreement:

1. Definition

In this agreement "The Organization" refers to the Director-General or his representative acting on behalf of the Food and Agriculture Organization of the United Nations, "The Association" refers to the new Association of Professionals in FAO.

2. Recognition

- 2.1** The Association is recognized under the applicable provisions of Staff Regulation 301.8 as representing all of the following who are eligible for membership in the Association:

FAO staff members in the professional and director categories at all locations and other categories of personnel as may be agreed between the Association and the Organization.

- 2.2** Except as may be otherwise agreed, any agreement entered into by the Association and the Organization will apply to all persons in the categories concerned.
- 2.3** The Organization confirms the right of the Association to consult, be consulted and to negotiate with it on all aspects of the terms and conditions of employment and on any other matter which directly affects the general welfare of the membership of the Association.
- 2.4** Where final decisions do not rest with the Director-General, the Association may apply through the Director-General for access to a meeting of a

Governing Body in order to present its views on matters within the decision-making authority of that Governing Body.

- 2.5 In order to enable the Organization to engage in consultation and negotiation on matters of joint interest affecting the members of more than one recognized staff body, the Association confirms that it will continue to work with other staff bodies.
- 2.6 The Organization's primary interlocutor with the Association will be the Assistant Director-General, AF, through the Senior Officer, Staff Relations.

3. **General Principles**

- 3.1 The Association acknowledges that the granting of recognition in no way detracts from the Director-General's "power and authority to direct the work of the Organization" (Article VII 4 of the Constitution).
- 3.2 The Organization recognizes that representative staff bodies capable of negotiating with authority greatly facilitate good staff/management relations. The Association will therefore be given the opportunity to publicize its activities and to invite eligible persons to join. Membership in the Association is entirely voluntary.
- 3.3 The Association will cooperate with other staff bodies and with the Organization in encouraging staff to use Alternative Dispute Resolution (ADR) processes for the handling of complaints, grievances and disputes.
- 3.4 As a general principle it is agreed by the Organization and the Association that stoppage of work or the use of restrictive practices should be avoided wherever possible.
- 3.5 The Organization and the Association recognize the need for joint consultation. The Organization shall, consult the Association before issuing administrative provisions relating to terms and conditions of employment or affecting the general staff welfare.
- 3.6 Subject to its duty to respect the confidentiality of personal data, the Organization undertakes to provide the Association with information relevant to the issues being discussed.
- 3.7 The Organization recognizes that the elected members of the Association fulfil an important role and that they are protected against discriminatory or prejudicial treatment based on their status or activity as staff representatives, both during their term of office and after it has ended.
- 3.8 The management and day-to-day running of the Association, including the number and organizational distribution of its officers, whether elected or appointed, are matters for the members of the Association. For its part, the Organization acknowledges the right of a specified number of recognized staff representatives to devote some reasonable part of normal office working hours to their representational duties and that improved working relationships

resulting from such activities are a positive contribution to the programme of the Organization.

- 3.9** Matters pertaining to the facilities and procedures to implement this agreement will be dealt with in a Procedural Agreement. The present arrangements concerning staff representatives and facilities as detailed in the current recognition agreements with APS and FSA in Article 4 and 5 will remain in force until such time as the Organization and the Association conclude the Procedural Agreement.

4. Procedural agreement

The parties agree to conclude a Procedural Agreement to specify the facilities to be provided to the Association and the arrangements to facilitate the performance of representative duties by the recognized staff representatives.

5. Settlement of Disputes

5.1 The parties may jointly agree to appoint a neutral person who is either external to the Organization or an active or retired officer of FAO to serve as mediator under this article in the event of a disagreement concerning the interpretation of this agreement or the procedural agreement.

5.2 The mediator will make every effort to assist the parties to find a solution to the dispute. Should the parties be unable to agree they may ask the mediator to issue a recommendation to the parties.

6. Commencement and Termination

Until this agreement comes into force through joint signature, the recognition agreements pertaining to the APS and FSA will remain in force.

This agreement shall enter into force on 6 August 2009 and shall continue to be in force until amended in whole or in part by joint agreement or terminated by either party. In the event of termination, three (3) months prior written notice shall be given.

SIGNED:

on behalf of the Association



President, APS



Chairperson, FSA

SIGNED:

on behalf of the Director-General



Jim Butler

Deputy Director-General