
UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/NBI/2021/014

Judgment No.: UNDT/2021/122

Date: 21 October 2021

Original: English

Before: J

Tribunal contesting the decision to terminate his appointment. His appeal was recorded as Case No. T/NT/2019/14.

7. In late 2019, Applicant and Ombudsman entered into a dispute to resolve the dispute informally.⁷

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Respondent contends that the application is, therefore, not receivable

2020, respectively by the Applicant and the Administration. The Applicant's Counsel had explained to him why the payment in lieu of notice would not be paid as part of the settlement offer in her emails to him

his Counsel in his email of 27 April 2020.²⁴ He stated:

“With regard to the offer of settlement, as indicated in yesterday’s email, I am willing to take it”.

29. The Human Resources Officer, MONUSCO also informed the Applicant of this fact when he provided him with a breakdown of his termination package on 21 May 2020 before the signing of the settlement agreement.²⁵ Therein, the terms of the settlement agreement specifically provided that the payment of the enhanced termination indemnities resolved all matters relating to the decision to terminate his continuing appointment and he had agreed not to pursue any further action or recourse regarding any and all matters arising out of or related to the facts and/or issues referred to, or described in, the request for management evaluation (MEU/359-19/R and MEU/360-19/SOA).

30. In view of the above, this matter is not receivable not only in terms of the statutory time requirement for filing a request for a management evaluation but also given that the terms of the settlement agreement, to which he agreed, did not permit further action or recourse on this matter.

31. The application is not receivable *ratione materiae* under staff rule 11.2(c) and art. 8.1(c) of the Dispute Tribunal’s Statute. The Applicant requested payment of salary in lieu of notice on 13 September 2020 after he signed the Settlement Agreement,²⁶ yet on 21 May 2020, MONUSCO had already informed him that he would not receive the three months’ payment in lieu of notice.²⁷

32. The 8 October 2020 email did not reset the time limit for requesting management evaluation because it was a reiteration of the 21 May 2020 decision. The Appeals Tribunal has held that “the reiteration of an administrative decision does not reset the clock with respect to the statutory timelines; rather the time starts to run from

²⁴ Ibid, p.2.

²⁵ Reply, annex 8.

²⁶ Application, annex 1, p. 7.

²⁷ Reply, annex 8.

the date the original decision was made.”²⁸ Therefore, the Dispute Tribunal lacks

Those matters were fully, fairly and finally resolved between the parties.

Is the Applicant entitled to the relief that he requests?

36. The Applicant is bound

(Signed)

Judge Alexander W. Hunter, Jr.

Dated this 21st day of October 2021

Entered in the Register on this 21st day of October 2021

(Signed)

Abena Kwakye-Berko, Registrar, Nairobi