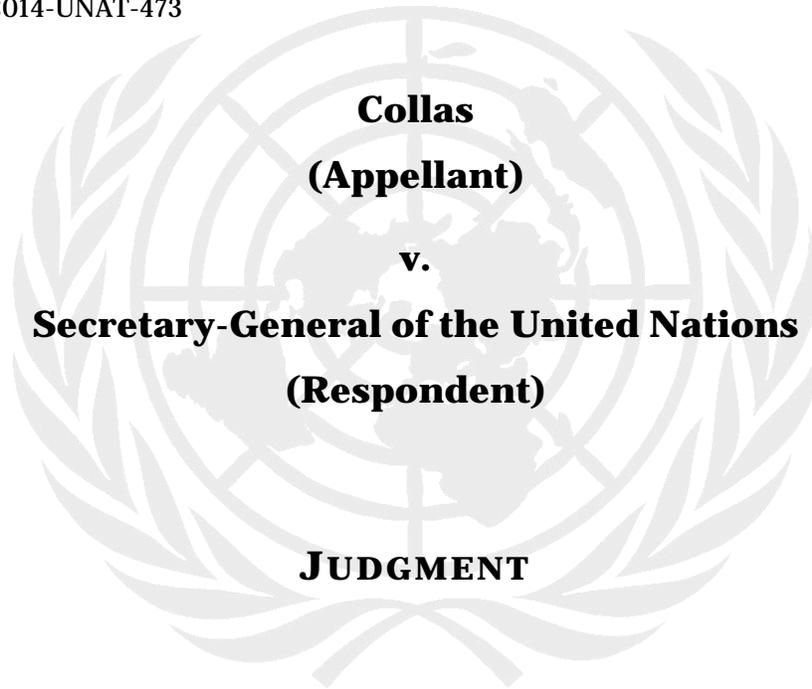




**UNITED NATIONS APPEALS TRIBUNAL  
TRIBUNAL D'APPEL DES NATIONS UNIES**

---

Judgment No. 2014-UNAT-473



**Collas  
(Appellant)**

**v.**

**Secretary-General of the United Nations  
(Respondent)**

**JUDGMENT**

---

**Before:** Judge Mary Faherty, Presiding  
Judge Richard Lussick  
Judge Rosalyn Chapman

**Case Nos.:** 2013-546

**Date:** 17 October 2014

**Registrar:** Weicheng Lin

---

**Counsel for Ms. Collas:** Self-represented

**Counsel for Secretary-General:** Phyllis Hwang

**JUDGE MARY FAHERTY, PRESIDING.**

1. The United Nations Appeals Tribunal (Appeals Tribunal) has before it an appeal filed by Ms. Cécile Andréa Collas against Judgment No. UNDT/2013/116, rendered by the United Nations Dispute Tribunal (Dispute Tribunal or UNDT) in Geneva on 23 September 2013 in the case of *Collas v. Secretary-General of the United Nations*. Ms. Collas appealed on 15 November 2013, and the Secretary-General of the United Nations answered on 31 December 2013. Pursuant to Order No. 184 (2014), Ms. Collas filed an amended appeal on 28 May 2014, and the Secretary-General filed an amended answer on 9 June 2014.

**Facts and Procedure**

2. The facts established by the Dispute Tribunal in this case read as follows:<sup>1</sup>

... The Applicant was employed by [the United Nations Office for Project Services (UNOPS)] from 1991 to 1994 and rejoined it in 1998. On 19 June 2006, she was seconded to the World Health Organization (“WHO”) to work for the Global Fund to fight Aids, Tuberculosis and Malaria (“GF”), until 18 June 2008.

... By memorandum dated 12 June 2008, the Human Resources Manager, GF, proposed to the Director of Organization Effectiveness and Human Resources, UNOPS, to transfer the Applicant from UNOPS to the GF/WHO, effective 19 June 2008, on the basis of an inter-agency transfer in view of the forthcoming end of the Applicant’s secondment to the GF/WHO. Accordingly, the Applicant was informed by letter of 25 June 2008 that she was separated from UNOPS on 18 June 2008 upon transfer to GF/WHO; she subsequently became a WHO staff member.

... On 27 August 2008, the Applicant received a letter from the Executive Director, GF, informing her that [GF] would become an administratively autonomous organization and employer, independent from the WHO, on 31 December 2008, and that, hence, the Applicant’s employment status would change as of that date. He stressed that she would receive an offer of employment involving her separation from WHO and a move to the GF by way of a transfer, under terms yet to be defined. Another option would be separation, in case the Applicant would not wish to be employed by the GF after its becoming an autonomous organization. An offer of employment with the GF, including her formal separation from WHO and transfer to the GF effective 1 January 2009, was sent to the Applicant on 24 October 2008.

---

<sup>1</sup> The following text is taken from Judgment No. UNDT/2013/116, paragraphs 3-22.

... By memorandum of 18 December 2008, the Director, Human Resources, UNOPS, asked the Head, Human Resources, GF, whether effective 1 January 2009 the GF could agree to that the Applicant 1) be transferred back to UNOPS from the GF and 2) be hired by the GF on a Reimbursable Loan Agreement (“RLA”) from UNOPS to the GF. The Director, Human Resources, UNOPS, noted that as a long term staff member in the UN system, that arrangement would allow the Applicant to keep her lien with the United Nations and continue her contribution to the United Nations Joint Staff Pension Fund (“UNJSPF”), until she reached the age of 55. She further noted that all costs for the RLA and after health insurance would have to be borne by the GF.

... The GF became a Swiss foundation on 1 January 2009.

... On 8 January 2009, the Applicant received an offer for a one-year fixed-term appointment as Fund Portfolio Manager, P-4, UNOPS, Geneva, which she signed on 19 January 2009. The offer stressed that the appointment with UNOPS was on transfer from the GF and subject to the provisions of the Inter Agency Mobility accord of November 2005. The respective letter of appointment signed by the Applicant on 9 February 2009 noted under “Special conditions” that the appointment “is limited to [her] assignment under Reimbursable Loan to the [GF]”. On 1 January 2010, her contract was extended until 31 December 2010.

... By email of 17 December 2010, the Applicant’s supervisor at the GF informed her that he had recommended to the Executive Director, GF, that her contract with the GF be terminated, in view of her bad performance.

... By letter of 23 December 2010, a People Services Manager, GF, confirmed to the Applicant that her contract would be terminated and that her last day of employment as Fund Portfolio Manager, GF, would be 31 March 2011. Additionally, she was advised that she was no longer required to perform her functions from 1 January 2011 to 31 March 2011, during which period she would be placed on special leave with full pay. On 4 February 2011, the Applicant was informed by the Director, Human Resources, GF, about the procedure to follow should she wish to appeal the decision of her termination based on underperformance.

... By letter of 25 February 2011 to a Human Resources Specialist, UNOPS, the Director, Administration, GF, requested an extension of the reimbursable loan of the Applicant from 1 January 2011 through 31 March 2011, stressing that the arrangement would come to an end at that date.

... By emails of 7 January and 29 June 2011, a Human Resources Specialist, UNOPS, informed the Applicant that the loan arrangements with the GF did not envisage any return rights to UNOPS and that she would have to apply and compete for any UNOPS vacancy for which she may consider to be suitable. Furthermore, in said email the Applicant was provided with some details of her separation package.

... By email of 19 July 2011, addressed to the Executive Director, UNOPS, the Applicant requested information about her return conditions to UNOPS in view of her being on reimbursable loan from UNOPS.

... By email of 31 July 2011, the Director, Human Resources, UNOPS, responded to the Applicant's email of 19 July 2011, stressing that given the special condition contained in the letter of appointment signed by her on 9 February 2009 and of the expiration of the reimbursable loan agreement with the GF on 31 March 2011, UNOPS was no longer under an obligation to extend her contract and, accordingly, the Applicant had no "return rights" to UNOPS. He expressed his readiness to extend the Applicant's contract for one year, until 31 March 2012, at a no-cost basis, during which she would be placed on special leave without pay ("SLWOP"), to allow her to keep the status of an internal candidate. He also noted that insofar as the Applicant's email referred to a few decisions that were made some time ago, nothing in his response was "to be construed as a waiver of the time limits set out in the UN Staff Rules".

... On 24 April 2012, the Applicant wrote an email to the Director, Human Resources, UNOPS, summarizing the points they had discussed earlier that morning, *inter alia*, that he had indicated that her SLWOP would stop one day, but that he had not specified when.

... The same day, the Director, Human Resources, UNOPS, stated in an email to the Applicant that while in their discussion of the same day, no time for the end of the SLWOP had been indicated, he believed that three more months could be accepted by UNOPS. He also stressed that while he believed that her status as an internal candidate was an advantage, he also thought that she should explore other opportunities within the UN system.

... The Applicant submitted a note dated 25 April 2012, to Human Resources, UNOPS, prepared at the latter's request, in which she explained the reasons why she was unable to submit her two latest performance evaluations; she further advised that she had appealed the GF decision to terminate her contract on the grounds of alleged bad performance before the International Labour Organization Administrative Tribunal ("ILOAT") and that the appeal was still pending. ...

... [Ms. Collas' SLWOP was extended until the end of June 2012.] The Applicant was separated from UNOPS effective 30 June 2012.

...

... UNOPS sent the Applicant a separation letter dated 19 September 2012, advising that it replaced and superseded the previously released separation letter of 30 July 2012. In the letter, it was confirmed that the separation from UNOPS was effective on 30 June 2012.

... On 19 November 2012, the Applicant sent an email to the General Counsel, UNOPS, entitled “Request for a management evaluation of the UNOPS decision to separate [her] from service”, to which she attached a letter dated 15 November 2012, addressed to the Secretary-General, for management evaluation of the UNOPS decision to separate her from service “under a financial package which [did] not accurately reflect [her] contractual status with the Organization”. She had previously sent that letter to the Management Evaluation Unit (“MEU”), by email of 17 November 2012. In her request for management evaluation, the Applicant also contested “1) the final separation process depriving [her] of [her] rights and entitlements *i.e.* right to return to UNOPS or compensation, and 2) the validity of the terms of the agreement between UNOPS and the GF ...”. She also questioned the regularity of her transfer from UNOPS to WHO, her transfer back to UNOPS, the reimbursable loan agreement with the GF, as well as the decision to deny her to return to UNOPS upon the expiration of that agreement.

3. In Judgment No. UNDT/2013/116, the Dispute Tribunal rejected Ms. Collas’ application *ratione temporis* in respect of the June 2008 decision to transfer her from UNOPS to the GF, the January 2009 decision to transfer her back to UNOPS and put her on reimbursable loan to the GF, the January 2011 decision to deny her the right to return to UNOPS, and the decision to separate her from UNOPS upon expiry of her SLWOP. In respect of the decision to separate Ms. Collas from service, the Dispute Tribunal recalled that Ms. Collas learned on either 24 or 25 May 2012 that her SLWOP would come to an end on 30 June 2012 and her SLWOP did end on 30 June 2012. The Dispute Tribunal noted that Ms. Collas’ request for management evaluation filed on 19 November 2012 was beyond the 60-day time limit, which started to run at the latest on 30 June 2012 upon her separation from service, if not earlier.

### **Submissions**

#### **Ms. Collas’ Appeal**

4. The Dispute Tribunal erred in fact and law when it found that she was informed as early as January 2011 that she had no right to return to UNOPS and declared her challenge of the decision to separate her from UNOPS on 30 June 2012 as time-barred. Firstly, she was challenging before the UNDT the conditions of her separation, and not her separation *per se*. Secondly, the separation letter of 19 September 2012, and not any prior communication from UNOPS, was the only letter stating the full content of her separation package including the termination of her fixed-term appointment and the reimbursable loan agreement containing

the correct number of her dependants. She thereafter filed a request for management evaluation on 17 November 2012, within the statutory time limit. Her request for management evaluation was therefore receivable.

5. There was no appeal of the 2006, 2008 or 2009 decisions. Ms. Collas referred to those decisions to provide the context for her challenge of the 19 September 2012 decision. Her arguments in respect of those previous decisions are “secondary” in nature.

6. Ms. Collas submits that she did not have to challenge UNOPS’ 2006, 2008 and 2009 decisions as her rights should have been preserved pursuant to the Inter-Agency Mobility Accord of November 2005. She also submits that UNOPS did not issue any decision regarding the termination of the reimbursable loan agreement or her fixed-term appointment before the expiry of her SLWOP on 30 June 2012. From 2006 when UNOPS, the GF and Ms. Collas concluded the tripartite Memorandum of Inter-Organization Exchange (MIOE) to the end of her secondment, her right to return to UNOPS was preserved and at no stage did she give up her rights resulting from her secondment or receive a request to give them up. Neither did UNOPS subsequently inform, let alone explain to, her of any loss of her rights as a result of her transfer back to UNOPS on reimbursable loan basis. She was therefore entitled to assume that the legal basis for her exchanges between UNOPS and the GF was subject to the Inter-Agency Mobility Accord and that her rights to return to UNOPS were preserved after her separation at the end of June 2012.

7. Ms. Collas requests that the Appeals Tribunal find her appeal receivable, re-examine her case, reinstate her return rights to UNOPS and award her financial compensation for moral and professional prejudice and the loss of opportunity to work for UNOPS.

#### **The Secretary-General’s Answer**

8. The UNDT correctly determined that Ms. Collas’ application was not receivable because she failed to file a timely request for management evaluation in respect of any of the four decisions under challenge.

9. Ms. Collas has not established any errors warranting a reversal of the UNDT’s conclusion that her application was not receivable. She received a separation letter on 30 July 2012, which confirmed 30 June 2012 as the effective date of her separation and enumerated the details of her travel entitlements, relocation grant and final entitlements.

The second separation letter of 19 September 2012 was only different in two respects – it provided that UNOPS would also pay the cost of repatriation travel for eligible dependents and increased the amount of the relocation grant from USD 10,000 to USD 15,000. Ms. Collas is not challenging either of those two revised terms in her favour. If she wished to challenge the other aspects of her separation letter, she needed to submit a request for management evaluation, at the very latest, by 27 September 2012.

10. Contrary to Ms. Collas' assertion that she became aware of the date of her separation only when she received UNOPS' 19 September 2012 letter, there was no ambiguity in UNOPS' communications of 24 April 2012 and 24 May 2012 on this issue.

11. The Dispute Tribunal did not address a number of the claims made by Ms. Collas on the merits, which she now reiterates before the Appeals Tribunal, as it only looked at the issue of receivability, and not the merits of this case.

12. The Secretary-General requests that the Appeals Tribunal affirm the UNDT Judgment and dismiss the amended appeal in its entirety. If the Appeals Tribunal determines that Ms. Collas' UNDT application should have been treated as receivable, it should remand the matter to the UNDT for its consideration.

### **Considerations**

13. In order to determine whether the Dispute Tribunal erred in law or fact in finding Ms. Collas' application not receivable, the Appeals Tribunal deems it necessary to reiterate the factual backdrop to the present appeal.

14. Between 1991 to 1994 and 1998 to June 2006, Ms. Collas worked directly for UNOPS. In June 2006, she was seconded from UNOPS to the GF which was then under the auspices of WHO, a United Nations agency. At that time, staff in the GF Secretariat were formally employees of WHO. Ms. Collas' secondment was the subject of a 2006 MIOE, concluded with her consent and that of the releasing and receiving organisations. This Memorandum acknowledged that:

UNOPS agrees to grant Ms Collas return rights either (i) to a specified post, with the right of such renewal reconsidered by them at the time of any renewal of the exchange or (ii) to a post with the Organisation subject to the provisions of the Inter-Organization Mobility Accord.

15. For the duration of that secondment, Ms. Collas' salary and pension contributions were paid by UNOPS and many of the other benefits and obligations of her employment continued to be governed by UNOPS' Regulations and Rules.

16. At the time of her secondment to the GF, Ms. Collas was on a fixed-term contract with UNOPS. That fixed-term contract, and her secondment to the GF, was to expire on 18 June 2008.

17. On 12 June 2008, the GF sought an inter-agency transfer of Ms. Collas from UNOPS to the GF, effective 19 June 2008. This request was approved by UNOPS on 13 June 2008. On 25 June 2008, Ms. Collas accepted a two-year extension of her appointment with WHO as a fund manager assigned to the GF. She was separated from UNOPS in the month of June 2008.

18. In August 2008, the Administrative Services Agreement between WHO and the GF came to an end and Ms. Collas was informed that her employment status would change as a result of the GF becoming an autonomous organisation as of 31 December 2008 and, as such, independent of WHO.

19. On 24 October 2008, the GF made Ms. Collas an offer of employment "with the Global Fund ... which involves [her] formal separation from WHO and transfer to the Global Fund effective from 1 January 2009". If she were not to accept this offer, the Human Resources Department of GF would contact her "with a view to discussing a mutually agreed separation from WHO", and if no agreement there would be a separation consistent with the notice of termination sent to her on 27 August 2008.

20. Ms. Collas had a degree of concern about becoming an employee of the GF in circumstances where were she to accept the offer, the decision made by the GF to become independent of WHO meant that she would no longer be a participant in the United Nations Pension Fund. Her concern was ultimately resolved by an arrangement between UNOPS and the GF whereby, effective 1 January 2009, Ms. Collas would be transferred back to UNOPS and would be "hired by [t]he Global Fund on a Reimbursable Loan Agreement from UNOPS".

21. On 8 January 2009, Ms. Collas was offered a one year fixed-term appointment (100 Series Staff Rules) as "Fund Portfolio Manager with UNOPS ... at the P-4 level, step 13". Attached to the offer letter were her "Conditions related to Her Appointment" which,

*inter alia*, provided that her appointment was for “an initial period of one year” and “[did] not carry any expectancy of renewal or conversion to any other type of appointment”. Moreover, the offer letter provided that her “appointment with UNOPS is a transfer from the Global Fund and is subject to the provisions of the Inter Agency Mobility Accord of November 2005”.

22. Ms. Collas accepted the offer on 19 January 2009 and on 9 February 2009, she signed a “Letter of Appointment” which reiterated the previously conveyed position that “pursuant to staff rule 104(b)(ii), [the] fixed-term appointment does not carry any expectancy of renewal or of conversion to any other type of appointment with UNOPS. Furthermore, staff members specifically recruited with UNOPS have no entitlement for consideration for posts outside [the project for which Ms. Collas was engaged].”

23. The letter also provided that her appointment to UNOPS “is limited to [her] assignment under Reimbursable Loan to the Global Fund”.

24. Ms. Collas’ fixed-term contract was duly extended to 31 December 2010.

25. In December 2010, she was informed by the GF that her contract was to be terminated and that her last day of employment as a Fund Portfolio Manager, GF, would be 31 March 2011. She was placed on special leave with full pay (SLWFP) between 1 January 2011 and 31 March 2011. The Reimbursable Loan Agreement (UNOPS and the GF) was extended to 31 March 2011 to cover the SLWFP period.

26. Following communication between Ms. Collas and the Executive Director, UNOPS in July 2011, UNOPS agreed to extend her contract for a further period of one year, to 31 March 2012, whereby she was placed on SLWOP. This was done so as to allow her to keep her status as an internal candidate for the purposes of job applications. More particularly, the extension would keep Ms. Collas “on a UN Fixed [sic] term appointment for the entire period and should [she] succeed in obtaining a suitable position either within UNOPS or any other UN agency, [her] full time employment [would] be resumed and [she would] be able to validate [her] Pension Fund contributions for the period of [her] unpaid leave, if desired”.

27. In the course of the 31 July 2011 correspondence, Ms. Collas was reminded of the contents of the letter of appointment she signed on 9 February 2009 and that she had no “return rights” to UNOPS. Moreover, given that she had referred in her communication of 19 July 2011 to previous decisions, she was advised that UNOPS’ response of 31 July 2011 was not to be “construed as a waiver of the time limits set out in the UN Staff Rules”.

28. Further exchanges between Ms. Collas and UNOPS culminated in another contract extension to 30 June 2012. She was separated from UNOPS on 30 June 2012.

29. In her management evaluation request dated 15 November 2012, headed “Request for a management evaluation of the UNOPS decision to separate me from service” and which referred to a “final decision communicated...on 19 September 2012”, Ms. Collas sought to “formally contest the administrative decision to separate [her] from UNOPS service, under a financial package, which does not accurately reflect [her] contractual status with the Organization”.

30. Noting the contents of Ms. Collas’ application to the UNDT, and, in particular, the range of remedies sought by her, the Dispute Tribunal distilled the scope of her application for judicial review to encompass:

- (a) the decision to transfer her from UNOPS to GF / WHO in June 2008;
- (b) the decision to transfer her back to UNOPS in January 2009 and to put her on reimbursable loan to the GF;
- (c) the decision to deny her the right to return to UNOPS; and
- (d) the decision to separate her from UNOPS upon the expiry of her SLWOP on 30 June 2012.

31. The issue for the Appeals Tribunal is whether, in deeming all of Ms. Collas’ complaints time-barred, the Dispute Tribunal erred in law or in fact, as contended by Ms. Collas. In particular, Ms. Collas takes issue with the UNDT’s categorization of her application as one seeking individual judicial review of the above four decisions. She maintains that her reference to the aforementioned decisions were “secondary arguments” for the purpose of informing the Dispute Tribunal’s understanding as to why the financial package proposed to her in the letter of 19 September 2012 was not acceptable to her. She argues that her request for management evaluation was to contest the “reduced separation package” provided to her on 19 September 2012. She maintains that what she brought before

the UNDT for judicial review were the “*conditions* of [her] separation, not [her] separation per se”.<sup>2</sup>

32. Ms. Collas alerts the Appeals Tribunal to Section V of her UNDT application, as follows:

I am contesting the conditions of separation by UNOPS from service as communicated to me in the separation letter I received on 19 September 12 due to the irregularities of the process leading to that separation.

33. The more restrictive scope which Ms. Collas now puts on her application to the UNDT sits somewhat uneasily alongside the contents of her management evaluation letter of 15 November 2012 wherein she specifically requested management evaluation of her June 2012 separation from UNOPS; took issue with the circumstances of her transfer from UNOPS to GF/WHO in June 2008; and maintained that her transfer back to UNOPS as of 1 January 2009 reinstated all her rights. Ms. Collas reiterated those arguments at paragraph 10 of section VIII “Grounds for contesting the administrative decision” of her UNDT application when she referred to the “[i]rregular [i]nter agency transfer from UNOPS to WHO and lack of clarity of the ‘transfer back to UNOPS’”.

34. Having regard to the foregoing, the Appeals Tribunal finds no error of law or fact on the part of the UNDT in the manner in which that Tribunal deconstructed Ms. Collas’ complaints and identified four decisions for judicial review. The approach adopted by the Dispute Tribunal was “to do justice” to Ms. Collas having regard to the contents of her application to the Dispute Tribunal and having, at the oral hearing, received confirmation from her that the Dispute Tribunal’s understanding of the terms and scope of her application was correct.

35. We now turn to a consideration of the Dispute Tribunal’s approach to the complaints filed by Ms. Collas.

36. In her request for management evaluation, Ms. Collas stated that she “did not accept a transfer to the GF” and maintained that “the transfer between UNOPS and the GF was not a regular transfer”.

---

<sup>2</sup> Emphasis in original.

37. With regard to the transfer from UNOPS to GF/WHO in June 2008, the Dispute Tribunal determined that any attempt to challenge that decision was “clearly time-barred” and noted that Ms. Collas was informed by letter dated 25 June 2008 that she would be separated from UNOPS upon her transfer to GF/WHO. The Appeals Tribunal finds no error of law or manifest error of fact on the part of the UNDT in its determination, given that Ms. Collas did not seek administrative review of that transfer as she was required to do pursuant to former Staff Rule 111.2(a).

38. We turn now to the decision made in January 2009 to transfer Ms. Collas back to UNOPS from the GF. The Appeals Tribunal has reviewed the correspondence between her, UNOPS and GF/WHO personnel on this matter (as referred to above) and to the documents she signed on 19 January 2009 and 9 February 2009, respectively. Leaving aside that Ms. Collas herself was a signatory to documentation which recorded this decision (and indeed that she had initiated the debate about her pension concern), the ramifications of that decision were known to her by 9 February 2009 and, thus, we are satisfied that the Dispute Tribunal did not err in law or make a manifest error of fact in rendering any challenge to that decision non-receivable, on the basis that Ms. Collas did not seek timely administrative review, as she was required to do under former Staff Rule 111.2(a).

39. Similarly, there was no error of law or manifest error of fact on the part of the Dispute Tribunal in determining as time-barred (by reason of the failure to request a timely management evaluation pursuant to Staff Rule 11.2(c)) Ms. Collas’ challenge to UNOPS decision of 7 January 2011 denying her return rights to that organization.

40. As stated in *Rosana*, “[t]he date of an administrative decision is based on objective elements that both parties (Administration and staff member) can accurately determine”.<sup>3</sup>

41. Equally, the impact or consequences of a disputed decision is based on objective elements that both parties can accurately determine. With regard to the decision to deny Ms. Collas return rights to UNOPS, we are satisfied that, based on the 7 January 2011 communication to her, she could have had no doubt but that, once her tenure with the GF came to an end, she would not have return rights to UNOPS. In this circumstance, we find no legal error on the part of the UNDT in finding, while giving the benefit to Ms. Collas that her

---

<sup>3</sup> *Rosana v. Secretary-General of the United Nations*, Judgment No. 2012-UNAT-273, para. 25.

communication of 19 July 2011 was a request for management evaluation, that her request was untimely, being filed after the expiration of the sixty-day deadline provided for by Staff Rule 11.2(c). Furthermore, the UNDT correctly opined that, assuming the Administration's communication of 31 July 2011 was a response to a management evaluation request, Ms. Collas' UNDT challenge to that response did not comply with the requirement of Article 8(1)(d)(i)(a) of the Dispute Tribunal Statute.

*Did the Dispute Tribunal err in law or in fact in determining that Ms. Collas failed to seek timely management evaluation of her separation from UNOPS on 30 June 2012?*

42. Ms. Collas takes issue with the Dispute Tribunal's determination that her application challenging the decision not to extend her appointment with UNOPS beyond 30 June 2012 was not receivable *ratione temporis*. In maintaining that the Dispute Tribunal erred in law, she argues that before the Dispute Tribunal she challenged the "conditions" of her separation, in effect the "package" that was provided to her on 19 September 2012.

43. The thrust of Ms. Collas' submissions to this Tribunal (and to the Dispute Tribunal), however, indicates that she is challenging the basis for her separation from UNOPS. She contends that at no stage was she advised by UNOPS of the termination of the Reimbursable Loan Agreement. She maintains that the UNOPS response of 31 July 2011 "did not evoke[...] the termination of the RLA". She further contends that if she "had been well advised by the HR Director at the right time, it is more than obvious that [she] would have submitted a management evaluation at that time".

44. Insofar as Ms. Collas argues that the absence of any reference to the Reimbursable Loan Agreement in the letter of 31 July 2011 gave her an entitlement to challenge the decision to deny her a return to UNOPS (within the timeframe provided for in Staff Rule 11.2(c)), the Appeals Tribunal finds this argument to be erroneous for the following reasons.

45. Firstly, Ms. Collas separated from the GF on 31 March 2011. Hence there no longer existed a loan agreement between UNOPS and the GF (something communicated to Ms. Collas on 31 July 2011). Secondly, the objective of the extension of her UNOPS fixed-term contract, set to expire on 31 March 2011 and extended to 31 March 2012 (and thereafter for a further three months), was to allow her to remain an employee of UNOPS, albeit on SLWOP, so that she could retain internal candidate status for the purpose of

job applications within the Organization. Thus, Ms. Collas had no legal or factual basis for believing herself to be the subject of a Reimbursable Loan Agreement between 1 April 2011 and 30 June 2012.

46. The Dispute Tribunal held that by submitting her request for management evaluation of her 30 June 2012 separation on 15 November 2012, Ms. Collas failed to respect the sixty-day time limit under Staff Rule 11.2(c). The Dispute Tribunal found that this time limit started to run at the latest on 30 June 2012. In circumstances where Ms. Collas, by 25 May 2012, was in receipt of an e-mail dated 24 May 2012 advising her that her contract was extended to the end of June 2012 and where in fact she was separated from UNOPS on 30 June 2012, the Appeals Tribunal deems that the date on which time started to run for the purpose of a challenge to her separation must be 30 June 2012 at the latest. Therefore, it is our view that in finding likewise, the UNDT did not err in law or in fact.

*Did the UNDT err in finding that she was not challenging her financial package and that the basis of her claim related to her separation on 30 June 2012?*

47. Arguing in support of the receivability of her claim, Ms. Collas maintains that it was only on 19 September 2012 that she was made aware of the full content of her separation package.<sup>4</sup> Ms. Collas does not elaborate on, particularise or explain in what respect her separation package was deficient. However, the case she is making can be gleaned from her claims before the UNDT and from the overall thrust of her submissions to this Tribunal.

48. In her application to the Dispute Tribunal, she put it thus:

[T]he final response from UNOPS came on 19 September 2012. ... It is only at this time that I realized that I lost several important benefits and contested the decision. The reason for all this is UNOPS negligence when accepting the inter-agency transfer requested by an unauthorized GF person, not informing me of the conditions. With my 'transfer' back to UNOPS in December 2008, it was my understanding that my rights had been reinstated. The Executive Director should have reviewed the conditions of my separation.<sup>5</sup>

---

<sup>4</sup> Ms. Collas had received a letter on 30 July 2012 which was substantially the same as the 19 September 2012 letter save that the later correspondence provided that UNOPS would pay repatriation travel for eligible dependents and her relocation grant was increased from USD 10,000 to USD 15,000.

<sup>5</sup> Ms. Collas' UNDT application, section VIII, para. 5.

49. At paragraph 31 of its Judgment, the Dispute Tribunal understood Ms. Collas' position to be that she was not disputing the findings in the 19 September 2012 letter as such, rather the import of her claims was that a series of events throughout her career with UNOPS (wrongly handled by UNOPS according to Ms. Collas) ultimately culminated in her being left with a separation package which fell short of what she would have received had those events not happened.

50. Before this Tribunal, she claims that her conditions of separation from UNOPS were not properly assessed and, essentially, she references that state of affairs to the manner in which her status in both UNOPS and the GF was managed between 2008 and 2012.

51. The Dispute Tribunal, which this Tribunal upholds, has found that the decisions which impacted on Ms. Collas' status in UNOPS, the consequences of which she now seeks to impugn, were not timely challenged. The UNDT properly concluded that Ms. Collas cannot rely on the consequences of prior decisions, which were unchallenged by her at the relevant times, to impugn her separation from service on 30 June 2012.

52. In all the circumstances, Ms. Collas has not persuaded this Tribunal that the UNDT has committed any error of law or manifest error of fact for us to interfere with its findings, as required by our Statute.

### **Judgment**

53. Ms. Collas' appeal is dismissed and the Judgment of the Dispute Tribunal is affirmed.

Original and Authoritative Version: English

Dated this 17<sup>th</sup> day of October 2014 in New York, United States.

*(Signed)*

Judge Faherty, Presiding

*(Signed)*

Judge Lussick

*(Signed)*

Judge Chapman

Entered in the Register on this 22<sup>nd</sup> day of December 2014 in New York, United States.

*(Signed)*

Weicheng Lin, Registrar