

UNDT/2010/106, Eid

UNAT Held or UNDT Pronouncements

Section 8.9 of ST/AI/1999/3 applies only to holders of fixed-term appointments. It is therefore not relevant to the applicant's case, as he held an indefinite appointment. Regarding the payments due, a clear distinction must be made between the termination indemnities, which are automatically due to the concerned staff member in the event of termination of his/her contract, as provided by the Staff Regulations and Rules, and the compensation package, which, in addition to that which is legally due, includes a certain amount that the administration chooses to give ex gratia; as such, it is legitimate that it be subject to the condition of renouncing any subsequent contestation. The administration should have paid the applicant the termination indemnities, as he was legally entitled to them, as from the date his termination became effective. On the contrary, the administration is under no duty to pay the additional sum offered as part of the compensation package, inasmuch as the applicant did not fulfill the condition of signing the non-contest declaration. Since the termination indemnities were due as from the date of the effective termination of his appointment, interest should be paid as of this date. Outcome: The Organization is ordered to pay the applicant the amounts legally due to him on account of the termination of his appointment (notably the termination indemnities established by annex III of the Staff Regulations), that is, 29,991.23 US dollars plus 9,552,660 Lebanese pounds, with 8 per cent interest per annum as from the date the applicant's termination became effective until the payment of such sums due.

Decision Contested or Judgment/Order Appealed

The applicant was notified of the termination of his indefinite appointment. It was specified that he had a right to the statutory termination indemnities and was offered a separation compensation package (50% enhancement of the indemnities), on the condition of renouncing in writing to any subsequent contestation. Shortly thereafter, before the decision became effective, he was placed on sick leave and his contract was prolonged by approximately six weeks, after which he was

separated. The applicant repeatedly requested a prolongation of his sick leave. The administration responded that no further sick leave would be granted on the basis of the certificates presented, and added that review of any decision regarding his sick leave would in any case be moot. The applicant persistently refused to sign the non-contest letter upon which the payment of the compensation package was conditional. However, more than seven years after his separation, the administration had not yet paid the applicant the statutory termination indemnities.

Legal Principle(s)

N/A

Outcome

Judgment entered for Applicant in full or in part

Full judgment

[Full judgment](#)

Applicants/Appellants

Eid

Entity

UNIFIL

Case Number(s)

UNDT/GVA/2010/009

Tribunal

UNDT

Registry

Geneva

Date of Judgement

8 Jun 2010

Duty Judge

Judge Cousin

Language of Judgment

English

French

Issuance Type

Judgment

Categories/Subcategories

TEST -Rename- Benefits and entitlements-45

Separation from service

Termination (of appointment)

Applicable Law

Administrative Instructions

- ST/AI/1999/3

Former Staff Rules

- Rule 111.2

Staff Regulations

- Annex III