

2011-UNAT-137, Jemiai

UNAT Held or UNDT Pronouncements

UNAT noted that the parties freely made an agreement, the Appellant received benefits under it and then she sought additional benefits on the basis that she had not received proper notice. UNAT noted that, as UNDT found, the Appellant received notice of her termination date when she signed the MOU, some four months prior. UNAT held that the fact that a formal letter was received later neither abrogated the MOU nor gave rise to any further compensation. UNAT found no error in the UNDT judgment. UNAT held that UNDT correctly determined that the Appellant was not entitled to compensation in lieu of notice under the MOU as she had received a notice and had given up her right to contest her termination in the MOU. UNAT dismissed the appeal and affirmed the UNDT judgment.

Decision Contested or Judgment/Order Appealed

The Applicant, having entered into an MOU with the Administration for an agreed termination, then sought compensation in lieu of notice for the termination. UNDT dismissed the application.

Legal Principle(s)

A Memorandum of Understanding (MOU) signed by a staff member will normally be enforced.

Outcome

Appeal dismissed on merits

Full judgment

[Full judgment](#)

Applicants/Appellants

Jemiai

Entity

UN Secretariat

Case Number(s)

2010-130

Tribunal

UNAT

Registry

New York

Date of Judgement

8 Jul 2011

President Judge

Judge Painter

Language of Judgment

English

Issuance Type

Judgment

Categories/Subcategories

Termination (of appointment)

Agreed termination

Related Judgments and Orders

UNDT/2010/149