

2011-UNAT-162, Azzouni

UNAT Held or UNDT Pronouncements

Ms. Azzouni filed an application for revision of judgment No. 2020-UNAT-081 for clarification of the date upon which the two years' net base salary was to be calculated and requested that it be set as of the date of the judgment, or, alternatively, that an interest rate be applied to the compensation awarded from the date of separation to that of the judgment. UNAT held that it would treat the application as an application for interpretation under Article 11(3) of the UNAT Statute. On the basis that the purpose of compensation is to place a staff member in the same position he or she would have been in had the Organisation complied with its contractual obligations, UNAT held that, when calculating the compensation, it must be set as of the date of the breach of the contract rights and not the date of judgment. UNAT noted that, in many cases, in order for the staff member to be placed in the same position he or she would have been in, but for the breach, the award of interest it to be part of the compensation. UNAT held that in this case, the net base salary scale to be applied to the judgment should be calculated as of the time of separation. UNAT held that the Secretary-General correctly calculated the compensation from the date of separation but failed to add the accrued interest to which Ms Azzouni was entitled. UNAT upheld Ms Azzouni's request for the award of interest. UNAT allowed the application in part, ordering the Secretary-General to add pre-judgment interest on the compensation already paid, calculated at the US Prime Rate applicable on the date of separation to the date of payment.

Decision Contested or Judgment/Order Appealed

Previous UNAT judgment: In judgment No. 2010-UNAT-081, UNAT allowed the appeal, set aside the UNDT judgment and ordered reinstatement or alternative compensation in lieu of reinstatement in the amount of two years' net base salary.

Legal Principle(s)

The purpose of compensation is to place a staff member in the same position he or she would have been in had the Organisation complied with its contractual obligations; accordingly, when calculating the quantum of compensation, it must be set as of the date of the breach of the staff member's contractual rights and, in many cases, an award of interest will be made.

Outcome

Appeal granted

Full judgment

[Full judgment](#)

Applicants/Appellants

Azzouni

Entity

ESCWA

Case Number(s)

2010-079

Tribunal

UNAT

Registry

New York

Date of Judgement

21 Oct 2011

President Judge

Judge Adinyira

Language of Judgment

English

Issuance Type

Judgment

Categories/Subcategories

Compensation

In-lieu compensation

Judgment-related matters

Interpretation of Judgment

Applicable Law

UNAT Statute

- Article 11.3

Related Judgments and Orders

UNDT/2010/005