
UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/GVA/2016/011

J !g " e#\$ No.: UNDT/2016/20%

Date: 1& No 'e" (e) 2016

O)*g*#a+: E#g!*s,

Introduction

1. By a decision filed on 20 September 2011 (the "Decision") the National Office of the Inspector General and the Inspector General transferred to the General Inspector, the Assistant, a -u -ly \$ff"#e& .P/01 (the "Assistant") the United Nations Security Council Mission in the Democratic Republic of the Congo (UN-C\$51), contests the decision to revoke the second instalment of the lump sum payment of the assignment grant to (Mrs)asa.

Relevant Facts

2. On 17 December 2011, the Assistant (as assigned from the United Nations -u -ly \$ff"#e for the African Union Mission in Somalia (UNAMIS) to the United Nations Security Council Mission in the Democratic Republic of the Congo (UN-C\$51) (Mrs)asa, as a -u -ly \$ff"#e .P/01. Upon the Assistant's arrival in (Mrs)asa, the Assistant (as assigned an assignment grant that included a daily subsistence allowance (AN\$4D-A51 for the) days and a

6. By article 10 of the No. 2010, the 3rd paragraph, Civil Servants' Benefits and Pensions Law, the Commission found that the respondent, Mr. [redacted], was not entitled to the 4th article of the Law No. 2010, which provides for the payment of the second instalment of the respondent's assignment grant upon termination of his employment contract. The Commission found that the respondent was not entitled to the 4th article of the Law No. 2010, which provides for the payment of the second instalment of the respondent's assignment grant upon termination of his employment contract.

8. Article 12 of the No. 2010, the 1st paragraph, provides that the 3rd paragraph, Civil Servants' Benefits and Pensions Law, which provides for the payment of the 4th article of the Law No. 2010, which provides for the payment of the second instalment of the respondent's assignment grant upon termination of his employment contract, is applicable to the respondent. The Commission found that the respondent was not entitled to the 4th article of the Law No. 2010, which provides for the payment of the second instalment of the respondent's assignment grant upon termination of his employment contract. The Commission found that the respondent was not entitled to the 4th article of the Law No. 2010, which provides for the payment of the second instalment of the respondent's assignment grant upon termination of his employment contract.

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12. By email of 8 January 2017, the manager, C+! "an Benefits and Payco!!
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17. By email of the same day, the A !"#ant (&ote t)e fo!!o ("ng to t)e C)"ef
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10.

Parties' submissions

2'. The Applicant's main contentions are:

- a. ; "s first request for management evaluation (as not timely asked as the final decision regarding)'s request for fu!!

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%. If yes, did the respondent's claim (the T&A) in 90 days of the
of the management evaluation?

70. Pursuant to staff rule 11.2 and art. 11.1 of the T&A statute, for an
a claimant to be eligible, the claimant must first

and * -C?, t) e !attek de#"ded to ay t) e A !"#ant a lo&ated amount of t) e se#ond "nsta!ment of)'s ass"gnment g&ant, and a'd "t "nto t) e A !"#ant:s %an@ a##ount on 21 No+em%e& 2010. A##o&d"ng to an ema"! of 2 Janua&y 201' f&om t) e 3 anage&, C+"!"an Benef"ts and Pay&o!! -e&+"#e >"ne, * -C?, t) e A !"#ant su%um"tted a ayment &e<uest fo& m and s"gned a 4 (&"tten unde&ta@ "ng5 to &e#e"+e t) e lo&ated ayment. T)at %e"ng sa"d, t) e do#uments do not #!ea&ly esta%!"s t)at t) e lo&ated ayment (as made fo!!o ("ng an ag&reement %et (een t) e A !"#ant and * -C?, o& t)at t) e A !"#ant (as eF !"#tly "nfo&med t)at) e (ou!d &e#e"+e a lo&ated ayment &"o& to su#) ayment %e"ng made. 9n any e+ent, t) e&e #an %e no dou%t t)at t) e A !"#ant (as made a (a&e of t) e de#"s"on to deny)'s #!a"m fo& full ayment of t) e se#ond "nsta!ment of)'s ass"gnment g&ant ()en) e &e#e"+ed a lo&ated ayment on 21 No+em%e& 2010. T) e A !"#ant)ad 60 days f&om 21 No+em%e& 2010 to &e<uest management e+a!uat"on. ; e fa!led to do so.

76. T) e ema"! of 12 Ae%&ua&y 201' f&om t) e ;uman *esou&#es -e&+"#e of 3 \$ NU-C\$ (as me&e!y a &e"te&at"on of t) e o&"g"na! de#"s"on deny"ng t) e A !"#ant:s &e<uest to %e a'd t) e fu!! amount of t) e se#ond "nsta!ment of)'s ass"gnment. T) e !ong stand"ng Du&"s &uden#e of t) e A ea!s T&"%una! "s t)at t) e &e"te&at"on of an o&"g"na! adm"n"st&at"+e de#"s"on does not &eset t) e #!o#@ ("t) &es e#t to statuto&y t"me !"m"ts, ()"#) st&ated to &un f&om t) e date of t) e o&"g"na! de#"s"on .Sethia 2010/UNAT/089, Aliko 201'/UNAT/'79, Kazazi 201'/UNAT/' '81.

78. 9t fo!!o (s t)at t) e a !"#at"on "s not &e#e"+a%!e *ratione materiae* .Egglefield 2010/UNAT/0021 and t)at t) e T&"%una! does not)a+e Du&"sd"#t"on to #ons"de& t) e &es e#t"+e #ontent"ons of t) e a&t"es on t) e me&"ts of t) e #ase.

7=. T) e a !"#at"on "s also not &e#e"+a%!e *ratione temporis*. T) e 3 ?U &es onded to t) e A !"#ant:s f"kt &e<uest fo& management e+a!uat"on on 21 July 201', and t) e A !"#ant f"led)'s a !"#at"on on 20 \$#to%e& 201', t)at "s one day afte& t) e eF "ky of t) e 90/day dead!"ne set fo&t) "n a&t. =.1.dl."l.al of t) e T&"%una! :s -tatute. 9n an ema"! of 27 July 201', t) e A !"#ant #!ea&ly a#@no (!edged t)at t) e t"me !"m"t to f"le an a !"#at"on %efo&e t) e T&"%una! st&ated to &un f&om 21 July 201'. T) e T&"%una! does not deem a lo&ate "n t) e "nstant #ase to #ons"de& t) e

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Conclusion

79. 9n + "e (of t)e fo&ego"ng, t)e T&"%una! D?C9D? -E

T)e a !"#at"on "s &eDe#ted.

.Signed!

Judge *o (an Do (n"ng

Dated t)"s 1=^t) day of No+em%e& 2016

?nte&ed "n t)e *eg"ste& on t)"s 1=^t) day of No+em%e& 2016

.Signed!

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