UNITED NATIONS DISPUTE TRIBUNAL

Case No.:	UNDT/GVA/2013/009
Judgment No.:	UNDT/2013/116
Date:	23 September 2013
Original:	English

Before: Judge Thomas Laker

Registry: Geneva

Registrar: René M. Vargas M.

COLLAS

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:
Self-represented

Counsel for Respondent:
Kong Leong Toh, UNOPS

Introduction

1. By application filed on 12 March 2013, the Applicant contests the "conditions of separation by [the United Nations Office for Project Services ("UNOPS")] from service as communicated to [her] in the separation letter [she] received on 19 September 2012 due to the irregularities of the process leading to that separation".

2. The Respondent submitted his reply on 15 April 2013.

Facts

3. The Applicant was employed by 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.

4. 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.

5. On 27 August 2008, the Applicant received a letter from the Executive Director, GF, informing her that the latter 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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".

15. 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.

16. 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.

17. 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. The Applicant attached to her note an open letter, which a senior manager, GF, had addressed to the General Manager, GF, informing him that as a member of "the Group", he was no longer able to participate in the humiliation, inhuman treatment, blackmailing, unfair performance evaluation and intransparent recruitment practice of "the Group" at the GF.

18. In an email dated 24 May 2012, the Director, Human Resources, UNOPS, responded to an email from the Applicant, dating 22 May 2012, encouraging her to continue to apply to posts in UNOPS and also in other UN agencies. He also stressed that as per their agreement during their last conference call, her SLWOP had been extended until the end of June 2012. The Applicant responded to that email on 25 May 2012, informing that she had seen two positions on the UNOPS website for which she would apply.

19. The Applicant was separated from UNOPS effective 30 June 2012.

20. As of 19 July 2012, the Applicant was granted and signed a series of Individual Contractor Agreements (“IICA”) with UNOPS, as Programme Coordinator, Sudan. When signing the IICA on 6 December 2012, she added, a hand-written note stating that “considering the on-going procedure before the ILO Tribunal and [her] request for management review contesting the termination of [her] fixed-term appointment, the signature of this contract under IICA should not be interpreted as giving up any right.”

21. 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.

22. 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.

23. On 19 December 2012, the Executive Director, UNOPS, responded to the Applicant’s request of 19 November 2012.

24. The present application was filed on 12 March 2013. The Respondent submitted his reply on 15 April 2013, and the Applicant submitted additional information on 8 May 2013. By order No. 56 (GVA/2013), dated 14 May 2013,

the Tribunal invited the Respondent to submit comments on the Applicant's submission of 8 May 2013, which he did on 11 June 2013.

25. On 17 September 2013, a case management hearing was held, which the parties attended via phone. At the end of the case management hearing, the undersigned judge informed the parties that he considered that it was not necessary to hold a hearing on the merits, and that he would now decide the case on the basis of the clarification obtained from the Applicant at the hearing, and on the basis of the written submissions.

Parties' submissions

26. The Applicant's principal contentions are:

a. The application is receivable: as soon as she was aware that her SLWOP and contract with UNOPS were coming to an end, she sent several queries to UNOPS, since she was concerned that her situation with UNOPS was not well-defined, in view of the irregular inter-agency transfer in June 2008 and her transfer back in December 2008, and the subsequent loan to the GF; the final response from UNOPS to her questions was the communication of 19 September 2012, which contained the terms and conditions applied to her separation from UNOPS, and this was the first time she realized that she had lost several important benefits;

b. When she was informed by letter of 31 July 2011 that her reintegration to UNOPS was rejected and that she was granted an extension of her contract under SLWOP, she was not given any indication neither with respect to available recourse, nor with respect to the financial conditions of the separation;

c. The inter-agency transfer from UNOPS to GF/WHO was irregular; she was never consulted in the process and there was a lack of clarity with respect to the transfer back to UNOPS;

d. She accepted the UNOPS contract offer in January 2009 and was then loaned to the GF; however, a few months later, she was told that she had no

right to return to UNOPS; the September 2012 separation letter shows that she also lost all her rights including those acquired over the years of service since 1991; this is the situation she is contesting;

e. The offer of appointment she signed on 19 January 2009 did not contain any special condition; she understood that the special condition contained in the letter of appointment, which she signed on 9 February 2009, was for the duration of the loan agreement between UNOPS and the GF; she was not informed that she was giving up her acquired rights, including her right to be re-instated into UNOPS at the end of the loan arrangement, and her right to work until normal retirement age;

f. She finds herself rejected by both GF and UNOPS, and the confusion with respect to her contractual status led to a denial of justice;

g. She has not been confirmed in any of the various positions she applied for at UNOPS, despite the fact that she had been selected for some, because she was unable to provide performance evaluations from GF, which was unfair in view of the dysfunctional performance evaluation mechanism at the GF; she has been downgraded to an IICA;

h. Her current situation is due to the invalid agreement between UNOPS and the GF and the wrongful termination of her contract with the GF, which led to the early termination of the agreement with UNOPS, and the denial of her rights, especially her right to return to UNOPS;

i. A positive decision of the ILOAT with respect to her termination from the GF would open the possibility for clarification; the ILOAT judgement is still pending;

j. She requests the suspension of the separation process with UNOPS until the ILOAT renders its judgement, the recognition that the inter-agency transfer back to UNOPS was based on regular inter agency transfer rules, including the right to return to UNOPS; the recognition of the irregularities of the loan agreements between UNOPS and the GF; retroactive

reinstatement of all her rights with UNOPS, including the right to return and to work until normal retirement age, effective 1 April 2011, when she was selected for a P-4 post as Small Grants Programme Cluster Coordinator at UNOPS;

k. Should UNOPS consider her reintegration to be impossible, she requests that the conditions of separation should include all years in service with UNOPS, as well as compensation for loss of income from April 2011, and compensation for her seniority given the unfounded termination of her contract;

l. She further requests recognition that the inter-agency transfer from UNOPS was irregular, together with the award of appropriate compensation for moral and professional damages.

27. The Respondent's principal contentions are:

a. It is not obvious what the Applicant is contesting when she claims to contest the "conditions of separation by UNOPS from service";

Receivability

b. The remedies and issues raised in the application had already been addressed in the email of 31 July 2011, from the Director, Human Resources, UNOPS, in response to the Applicant's email of 19 July 2011;

c. To determine receivability, only the date when the Applicant was informed of the decision is relevant, while the date when she realized that she lost benefits because of the decision is not;

d. It is established jurisprudence that ignorance of the law is no excuse for failing to meet the time limits to request management evaluation;

e. Any application against the decision not to extend the Applicant's appointment when it expired on 30 June 2012 is not receivable, since she was informed about the decision on 24 May 2012—if not earlier—and did not request management evaluation before 17 November 2012;

f. If the Applicant's email of 19 July 2011 is considered to be a request for management evaluation, any application against the GF related transfers that occurred in 2008 is time-barred; if the Applicant's email of 19 July 2011 is considered to be a request for management evaluation of the decision communicated to her by email of 7 January 2011 that she had no right to return to UNOPS, it was also outside the time limits for management evaluation; also, in that case, since the application to the Tribunal was only filed in 2013, the Applicant failed to adhere to art. 8.1(d)(i)(a) of the Tribunal's Statute;

g. In case the email of 19 July 2011 is not considered to be the request for management evaluation, the request for management evaluation filed by the Applicant in November 2012 was time-barred, since the transfer of the Applicant from the GF back to UNOPS occurred in 2008; with respect to the decision to deny her to return to UNOPS and to ask her to apply and compete for UNOPS positions upon the expiration of the loan agreement with the GF, the request for management evaluation of November 2012 was filed long after the statutory time-limits elapsed, because such a claim was submitted by the Applicant to the UNOPS Executive Director via email of 19 July 2011 and the claim was rejected by email of 31 July 2011 from the Director, Human Resources, UNOPS;

h. With respect to the Applicant's claim that she was not appointed for some posts she had applied for, she did not submit a request for management evaluation in this respect;

Merits

i. The Applicant was transferred to GF, and separated from UNOPS, with effect from COB 18 June 2008, upon her transfer to the GF/WHO; the Applicant admits that she tacitly accepted the transfer and, by accepting it, she had no right to return to the releasing organization, UNOPS;

j. At the time the GF left WHO to become a foundation under Swiss law, UNOPS agreed to the Applicant's request to be transferred back to

UNOPS, to be immediately "loaned back" to the GF, solely to allow her to keep her lien with the United Nations, which is a member organization of the UNJSPF; it was clearly indicated at the time that this would be at no cost for UNOPS, and the letter of appointment clarified that the appointment was limited to the Applicant's appointment under reimbursable loan to the GF;

k. The Applicant, who signed the letter of appointment with that special condition, failed, at that time, to raise the issue of return rights to UNOPS after the end of the RLA to the GF; the fact that she had no right to return to UNOPS but had to apply and compete for positions was communicated to her on 7 January 2011;

l. The Applicant's request of 19 July 2011 to be reintegrated to UNOPS was rejected by the Director, Human Resources, UNOPS, who however offered to place her on SLWOP, and accordingly extended the Applicant's contract on these terms;

m. The Applicant was informed on 24 April and 24 May 2012 that her SLWOP and her appointment would not be extended beyond 30 June 2012;

n. In view of the Applicant's transfer to the GF, in June 2008, pursuant to the Inter-Agency Mobility accord, UNOPS was under no obligation to extend the Applicant's appointment after the end of the RLA on 31 March 2011. Hence, the decision not to extend the Applicant's contract when it expired on 30 June 2012 was lawful;

o. The Applicant never had a permanent appointment with the United Nations; hence, her claim that she had the right to work until age 62 is unjustified.

Consideration

28. The Applicant, in her application, identified the contested decisions as follows:

> [T]he conditions of separation by UNOPS from service as communicated to [her] in the separation letter [she] received on 19 Sept 12 due to the irregularities of the process leading to that separation.

29. It is not obvious what exactly the Applicant wishes to contest. The Tribunal recalls, however, what the Appeals Tribunal held in *Massabni* 2012-UNAT-238, namely that:

> 2. The duties of a Judge prior to taking a decision include the adequate interpretation and comprehension of the applications submitted by the parties, whatever their names, words, structure or content they assign to them, as the judgment must necessarily refer to the scope of the parties' contentions. Otherwise, the decision-maker would not be able to follow the correct process to accomplish his or her task, making up his or her mind and elaborating on a judgment motivated in reasons of fact and law related to the parties' submissions.
>
> 3. Thus, the authority to render a judgment gives the Judge an inherent power to individualize and define the administrative decision impugned by a party and identify what is in fact being contested and so, subject to judicial review which could lead to grant or not to grant the requested judgment.

30. At the same time, this and the Appeals Tribunal have already stressed several times that, in order to be receivable, an Applicant must properly single out, in a clear and concise manner, each and every administrative decision which he or she wishes to contest, failing which the Tribunal may find the application not receivable (*Planas* 2010-UNAT-049; *Samuel Thambiah* UNDT-2012-185; *Siaw* UNDT-2012-149).

31. At the oral hearing, the Tribunal received confirmation from the Applicant that its understanding of the terms and scope of her application were correct. It follows from this confirmation that the Applicant seeks a judicial review of a number of decisions which led to the separation letter of 19 September 2012 without disputing the findings of this letter as such. Therefore, and in order to do justice to the Applicant, the Tribunal finds that it has before it the following decisions, which the Applicant duly contested in her request for management evaluation and in the present application:

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.

32. Having defined the scope of the present application, the Tribunal further recalls that an application is receivable, only if the Applicant did respect the statutory time limits provided for in the Staff Rules and the Statute (*receivability ratione temporis*).

33. Indeed, it is established jurisprudence of this and of the Appeals Tribunal that for an application to be receivable, an Applicant has to adhere to the various time limits provided for in the Staff Rules and in the Dispute Tribunal's Statute, and that the Tribunal will strictly enforce those time limits (*Romman* 2013-UNAT-308, *Mezoui* 2010-UNAT-043).

34. With respect to the timelines for the request for management evaluation, staff rule 11.2(c) provides:

> A request for management evaluation shall not be receivable by the Secretary-General unless it is sent within sixty calendar days from the date on which the staff member received notification of the administrative decision to be contested. This deadline may be extended by the Secretary-General pending efforts for informal resolution conducted by the Office of the Ombudsman, under conditions specified by the Secretary-General.

35. In addition, art. 8 of the Tribunal's Statute sets down the deadlines for filing applications before the Dispute Tribunal.

36. The Appeals Tribunal has also clarified that for the statutory time limits to start to run, the determining date is the date on which the staff member was informed of the decision, and not when he/she realized or was provided with a reasonable belief that there were grounds to request management evaluation

(*Rahman* 2012-UNAT-260). In the case at hand, if and when the evidence shows that the Applicant was long before informed about her change of contractual status and related entitlements, the Applicant cannot claim that the time limits for management evaluation started to run only when she realized that she lost certain benefits or a contractual status she believed she had maintained.

Decision to transfer the Applicant from UNOPS to WHO and back to UNOPS

37. With respect to the decision to transfer the Applicant from UNOPS to GF/WHO, the Tribunal notes that she was informed by letter dated 25 June 2008, that she would be separated from UNOPS service upon transfer, effective close of business on 18 June 2008. She was thus made aware at that time that her transfer implied her being separated from UNOPS service, hence the end of her employment with UNOPS in June 2008. The Tribunal notes that the Applicant did not request administrative review back in 2008, hence her application in this respect is clearly time-barred.

38. Concerning the decision to transfer the Applicant back to UNOPS, and to put her on reimbursable loan to the GF in January 2009, the Tribunal recalls that the transfer back to UNOPS was made upon her own request, to allow her to keep contributing to the UNJSPF. The record shows that UNOPS accepted that arrangement but under the condition that it was at no cost for UNOPS. Accordingly, on 9 February 2009, the Applicant signed a letter of appointment with UNOPS, for a fixed term appointment, which noted under "Special conditions" that it was "limited to [her] assignment under Reimbursable Loan to the [GF]." With her signature, the Applicant accepted not only that she became a UNOPS staff member on 1 January 2009, but also that her appointment with UNOPS was directly linked and limited to her assignment to the GF.

39. Therefore, the Applicant may not argue that she was not aware of restrictions and conditions of her latest appointment with UNOPS. Apart from that, all statutory time lines for contesting the "special conditions" have long elapsed.

Decision to deny the Applicant her 'return rights' to UNOPS

40. The Applicant argues that the transfer back to UNOPS with a simultaneous reimbursable loan to the GF, in January 2009, was based on regular inter agency transfer rules, including her right to return to UNOPS. Accordingly, when the Applicant was informed that the reimbursable loan agreement with the GF would come to an end on 31 March 2011, she contacted UNOPS, with respect to her rights to return to UNOPS. The Applicant was informed, by email of 7 January 2011 from a Human Resources Specialist, UNOPS, that "the current loan agreement with the GF [did] not envisage any return rights to UNOPS" and that "[she would] have to apply and compete for any [UNOPS] vacancy [she] may consider suitable". This was reiterated in a subsequent email of 29 June 2011 from the same Human Resources Specialist, UNOPS, in which he noted that "with respect to [her] reintegration into UNOPS … [she would] be required to apply … as this process is not automatic" and, "as [he] advised [her] earlier, the exchange agreements signed with the GF did not carry any return rights to UNOPS".

41. While the Applicant wrote to the Executive Director, UNOPS, on 19 July 2011, with respect to her return conditions to UNOPS and referring to the 7 January and 29 June 2011 communications, the Tribunal notes that this was not a formal request for management evaluation under staff rule 11.2(c). Rather, as the Applicant put it, she wished "to obtain an official response from UNOPS regarding [her] return without conditions".

42. Even if one were to conclude, in favour of the Applicant, that the communication of 19 July 2011 addressed to the Executive Director, UNOPS, was intended to be a formal request for management evaluation, it was submitted after expiration of the 60-day deadline set forth under staff rule 11.2(c) and, as such, is time-barred. Indeed, the Applicant was informed that she had no return rights to UNOPS on 7 January 2011; the subsequent email of 29 June 2011 was merely a confirmation of that earlier decision, which did not lead to the deadline under staff rule 11.2(c) to start anew (cf. *Cremades* 2012-UNAT-271).

43. Finally, the Director, Human Resources, UNOPS, responded to the Applicant's query of 19 July 2011 by email of 31 July 2011, confirming that she

had no return rights to UNOPS at the end of the reimbursable loan to the GF. Therefore, even if one considers that the email of 19 July 2011 was a request for management evaluation, and that the decision of 31 July 2011 was a response thereto, the Applicant also failed to submit her application against that decision within the timelines provided for in art. 8.1(d)(i)(a.) of the Tribunal's Statute.

44. Since the request for management evaluation was, subsequently, only submitted on 17 November 2012, it was clearly time-barred. The Tribunal therefore concludes that the application, with respect to the decision that the Applicant had no return rights to UNOPS, is not receivable *ratione temporis*.

Decision to separate the Applicant from UNOPS on 30 June 2012

45. The Tribunal recalls that the decision to separate the Applicant on 30 June 2012 upon the expiration of her SLWOP has to be seen in the context of the decision of 31 July 2011, by which the Director, Human Resources, UNOPS, had advised the Applicant that, though she had no right to return to UNOPS, he was ready to propose a no-cost one year contract extension to her, until the end of March 2012, on SLWOP with retroactive effect from 1 April 2011, in due regard of her status and the efforts she was making to rejoin UNOPS upon the expiration of the reimbursable loan agreement with the GF through applications to vacancy announcements at UNOPS. Thereafter, and upon the Applicant's request, the Director, Human Resources, UNOPS, advised the Applicant by email of 24 April 2012 that he believed that her status on SLWOP could be extended for another three months. By a subsequent email of 24 May 2012, which the Applicant received at the latest on 25 May 2012, the Director, Human Resources, UNOPS, informed her that her SLWOP had been extended until the end of June 2012. The Applicant, who started to work under an IICA contract on 19 July 2012, was separated as a UNOPS staff member effective 30 June 2012, and subsequently received a first separation letter, dated 30 July 2012, confirming her separation date as 30 June 2012. That separation letter was subsequently superseded by the separation letter of 19 September 2012, which equally confirmed the separation date of 30 June 2012, and contained entitlements which

were slightly more favourable with respect to travel and repatriation grant, than those contained in the separation letter of 30 July 2012.

46. In view of the foregoing, by submitting her request for management evaluation of the decision to separate her from UNOPS on 30 June 2012 only on 17 November 2012, the Applicant failed to respect the 60-day time-limit under staff rule 11.2(c), which started to run, if not on 25 May 2012, at the latest upon her separation on 30 June 2012. Therefore, the Tribunal finds that with respect to that decision, the application is equally not receivable *ratione temporis*.

Conclusion

47. In view of the foregoing, the Tribunal DECIDES:

The application is rejected in its entirety.

(*Signed*)

Judge Thomas Laker

Dated this 23rd day of September 2013

Entered in the Register on this 23rd day of September 2013

(*Signed*)

René M. Vargas M., Registrar, Geneva