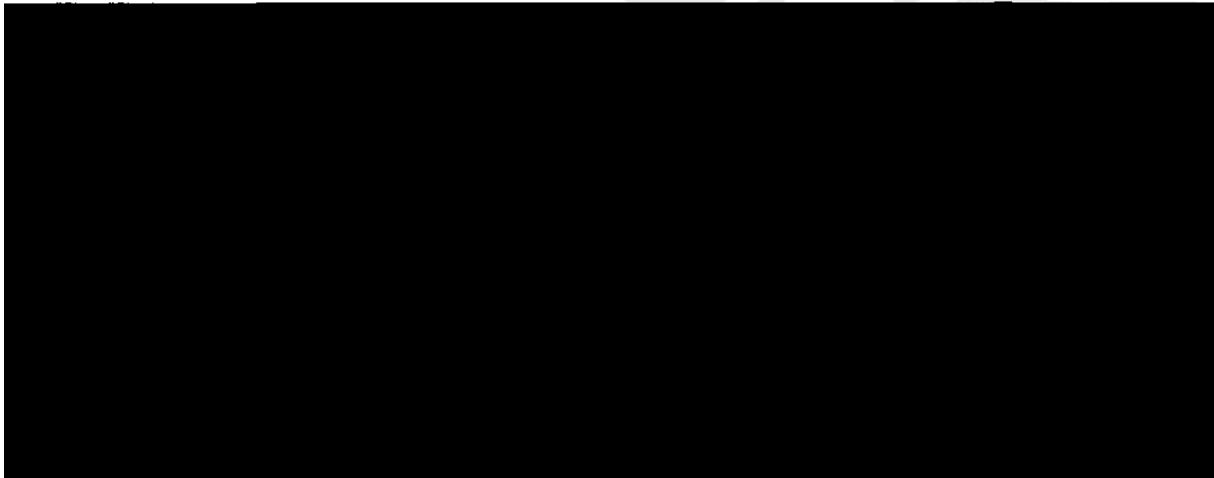




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Counsel for Ms. Collas: Self-represented

Counsel for Secretary-General: Phyllis Hwang



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... 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.

... 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 UNOPS on 31 March 2011, the Applicant's request for a return to UNOPS was not possible. The Director expressed his regret that the Applicant would have to remain on UNOPS' payroll until the end of the loan period.

... 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.

3. In Judgment No. UNDT/2013/116, the Dispute Tribunal rejected Ms. Collas' application *ratione temporis* in respect of the June 2008 decision to transfer her from UNOPS to the GF, the January 2009 decision to transfer her back to UNOPS and put her on reimbursable loan to the GF, the January 2011 decision to deny her the right to return to UNOPS, and the decision to separate her from UNOPS upon expiry of her SLWOP. In respect of the decision to separate Ms. Collas from service, the Dispute Tribunal recalled that Ms. Collas learned on either 24 or 25 May 2012 that her SLWOP would come to an end on 30 June 2012 and her SLWOP did end on 30 June 2012. The Dispute Tribunal noted that Ms. Collas' request for management evaluation filed on 19 November 2012 was beyond the 60-day time limit, which started to run at the latest on 30 June 2012 upon her separation from service, if not earlier.

the correct number of her dependants. She thereafter filed a request for management evaluation on 17 November 2012, within the statutory time limit. Her request for management evaluation was therefore receivable.

5. There was no appeal of the 2006, 2008 or 2009 decisions. Ms. Collas referred to those decisions to provide the context for her challenge of the 19 September 2012 decision. Her arguments in respect of those previous decisions are “secondary” in nature.

6. Ms. Collas submits that she did not have to challenge UNOPS’ 2006, 2008 and 2009 decisions as her rights should have been preserved pursuant to the Inter-Agency Mobility Accord of November 2005. She also submits that UNOPS did not issue any decision regarding the termination of the reimbursable loan agreement or her fixed-term appointment before the expiry of her SLWOP on 30 June 2012. From 2006 when UNOPS, the GF and Ms. Collas concluded the tripartite Memorandum of Inter-Organization Exchange (MIOE) to the end of her secondment, her right to return to UNOPS was preserved and at no stage did she give up her rights resulting from her secondment or receive a request to give them up. Neither did UNOPS subsequently inform, let alone explain to, her of any loss of her rights as a result of her transfer back to UNOPS on reimbursable loan basis. She was therefore entitled to assume that the legal basis for her exchanges between UNOPS and the GF was subject to the Inter-Agency Mobility Accord and that her rights to return to UNOPS were preserved after her separation at the end of June 2012.

7. Ms. Collas requests that the Appeals Tribunal find her appeal receivable, re-examine her case, reinstate her return rights to UNOPS and award her financial compensation for moral and professional prejudice and the loss of opportunity to work for UNOPS.

#### The Secretary-General’s Answer

8. The UNDT correctly determined that Ms. Collas’ application was not receivable because she failed to file a timely request for management evaluation in respect of any of the four decisions under challenge.

9. Ms. Collas has not established any errors warranting a reversal of the UNDT’s conclusion that her application was not receivable. She received a separation letter on



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communication of 19 July 2011 was a request for management evaluation, that her request

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49. At paragraph 31 of its Judgment, the Dispute Tribunal understood Ms. Collas' position to be that she was not disputing the findings in the 19 September 2012 letter as such, rather the import of her claims was that a series of events throughout her career with UNOPS

Original and Authoritative Version: English

Dated this 17<sup>th</sup> day of October 2014 in New York, United States.

*(Signed)*

Judge Faherty, Presiding

*(Signed)*

Judge Lussick

*(Signed)*

Judge Chapman

Entered in the Register on this 22<sup>nd</sup> day of December 2014 in New York, United States.

*(Signed)*

Weicheng Lin, Registrar