



UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES

Case No. 2010-130



Jemai
(Appellant)



(Respondent)



Counsel for Appellant: Joseph Grinblat

Counsel for Respondent: Amy Wood

JUDGE MARK P. PAINTER, Presiding.

Synopsis

1. When a staff member signs a Memorandum of Understanding (MOU), it will normally be enforced. Here, a staff member seeks to both keep the benefits she made and raise a supposed technical violation. It was not a violation at all.
2. The United Nations Dispute Tribunal (UNDT or Dispute Tribunal) heard and decided this case and found that Yolande Jemiai (Jemiai) received notice of her termination date when she signed the MOU, some four months before. The fact that a formal letter was received later neither abrogated the MOU nor gave rise to any further compensation.

Facts and Procedure

3. On 19 July 2006, the Under-Secretary-General for Management authorized the

the Organization arising from any terms of appointment”; and “that [she is] not eligible for employment with the United Nations, its subsidiary organs and programmes, for a period of four years following separation”. The MOU further stated that “[Jemiai has]

agreed termination by the MOU revealed that Jemiai had been provided with adequate notice of her termination. The UNDT dismissed the application in its entirety.

9. Jemiai appeals the UNDT Judgment.

Submissions

Jemiai's Appeal

10. Jemiai submits that the UNDT erred in law and fact in concluding that the Secretary-General did not violate former Staff Rule 109.3 and requests that the United Nations Appeals Tribunal (Appeals Tribunal) order the Secretary-General to pay her three months' salary as provided for under the staff rules.

Secretary-General's Answer

11. The Secretary-General responds that the UNDT correctly concluded that by signing the MOU for the agreed termination, Jemiai was precluded from further challenging the amount that she had received for the agreed termination.

12. The Secretary-General further contends that the UNDT correctly determined that Jemiai was not entitled to compensation in lieu of notice under the MOU; and that, in any event, Jemiai was on notice of the terms of the agreed termination as early as August 2006 that her appointment would be terminated effective 31 December 2006.

Considerations

13. The parties freely made an agreement. Jemiai received benefits under it. Now she seeks additional benefits (without giving up those she bargained for), because she did not receive proper notice. But, as the trial court found as a fact, she received notice of her termination date when she signed the MOU, some four months before. The fact that a formal letter was received later neither abrogated the MOU nor gave rise to any further compensation.

14. Judge Meeran of the UNDT heard and decided this case. We can find no error. The UNDT correctly determined that Jemiai was not entitled to compensation in lieu of

notice under the MOU—she received notice and, in any event, she gave up her right to contest her termination in the MOU.

Judgment

15. We affirm the UNDT's Judgment.

Original and Authoritative Version: English

Dated this 8th