

Translated from French

ADMINISTRATIVE TRIBUNAL

Judgement No. 842

Case No. 931: MERANI

Against: The Secretary-General
of the United Nations

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. Hubert Thierry, President; Mr. Mayer Gabay;

Mr. Julio Barboza;

Whereas on 25 July 1996 Neelam Shambhu Merani, former staff member of the United Nations, filed an application whose pleas included the following:

"...

[The Applicant requests the rescission of]

- 12.1 The decision to terminate his permanent United Nations appointment on 24 August 1993 on the grounds of the abolition consequent to General Assembly resolution 41/213 of the post he had held up to the end of 1989, notwithstanding the fact that the Applicant vacated that post prior to its abolition and subsequently occupied another post; ...
- 12.2 The decision by which the termination took effect on that date without a notice period and prior to his being informed formally on 2 September 1993, in a sudden and discourteous manner, causing serious damage to his feelings and reputation;
- ...
- 12.5 The action to give effect to his termination without according him the statutory period of notice, a circumstance aggravated by the fact that the payment of his salary for the notice period and the payment of other amounts consequent upon his termination took place more than five months after the termination supposedly took effect;

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12.8 Actions by which he was forcibly put on periods of special leave, without notification to him or his consent;

12.9 Actions by which he was removed from the United Nations payroll for substantial periods of time without notification to or agreement by him;

12.10 Actions by which his salary was withheld for substantial periods of time without notification to or agreement by him;

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12.12 Actions by the United Nations to ask him to stay at home for substantial periods of time causing him grievous moral damage, ignoring his protests and urgent requests to be put to work, in violation also of his right to be given work matching his own grade;

12.13 Actions by the United Nations to violate his right of access to his official status files in the preparation of his appeal to the Joint Appeals Board, and similarly to violate his right of access in the preparation of his applications to UNAT, until access was obtained through intervention by the Executive Secretary of UNAT, with consequential loss of time in the preparation of the applications;

...

(d) The amount of compensation claimed by the applicant in the event that the Secretary-General decides, in the interest of the United Nations, to pay compensation for the injury sustained in accordance with the option given to him under article 9, paragraph 1, of the Statute.

14. (i) In the event that the Secretary-General decides to pay compensation for the injury sustained in lieu of the rescission of the decision to terminate the Applicant's permanent appointment, the Applicant requests the payment of the difference in remuneration and other emoluments between what was actually received by the Applicant and what he would have been entitled to, in the absence of termination, from the date of termination from service to the date of expiry of the permanent appointment at the age of retirement. He further requests the payment of a sum equivalent to the actuarial

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difference between the pension entitlement at the date of termination and the date of expiry of the permanent appointment, as well as of a sum equivalent to the health insurance payment subsidies lost between the date of termination and date of expiry of the appointment and the actuarial equivalent of the loss of health insurance benefits after that date owing to the Applicant's loss of entitlement to participate in the United Nations health insurance scheme at his duty station owing to the termination of his appointment before the age of 55 and to benefit from subsidies due. ...

... Furthermore, the Applicant claims an addition \$200,000 in moral damages for the mental and moral agony and damage caused to him and to his family by the improper termination of his permanent appointment;

(ii) For the periods that the Applicant suffered salary stoppages and/or removal from the payroll, he claims compensation for the moral damage suffered in an amount equivalent to the salary and allowances paid for such period when the Applicant was left in doubt and incertitude;

(iii) For the act of improperly terminating his permanent appointment in September 1992 without notification and retroactively to January 1992, the Applicant claims the equivalent of nine months' salary and allowances in moral damages for the mental and moral distress caused to him and to his family;

(iv) For the breaches of due process which abrogated the Applicant's rights in regard to suspension of the decision to terminate his permanent appointment, the Applicant claims a sum equivalent to the salary and allowances which would have been paid during such period of suspension;

(v) For the sudden and discourteous removal of the Applicant from his duties as Director of the IDNDR secretariat, without his being given an opportunity to plead his case, with consequent damage to his feelings and reputation, the Applicant claims a sum equivalent to one year's salary and allowances;

(vi) For the improper removal of the Applicant from his post UNL 18273 E D2 001 in June/July 1991, the Applicant claims a sum equivalent to one year's salary and allowances;

(vii) For the improper transfer of the Applicant to a non-existent post and function in UNCTAD [United Nations Conference on Trade and

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Development], causing him damage to his feelings and reputation, and for the subsequent violation of his right to be given work appropriate to his grade, and for his being placed compulsory on special leave without consulting or even notifying him prior to such, with further damage to his good name and reputation, the Applicant claims a sum equivalent to two years' salary and allowances;

(viii) The Applicant also claims moral damages for the extended period of uncertainty and delay in dealing with his situation which he has had to endure.

(e) Any other relief which the applicant may request in accordance with the Statute.

15. The Applicant requests a sum of \$20,000 in costs for the preparation of his appeals to the JAB and applications to the UNAT, to include costs of use of equipment, communications and secretarial support, as well as for the costs of the numerous telephonic and fax communications he made at his own cost to United Nations headquarters New York prior to the termination of his appointment, asking to be put to work and subsequently seeking correction of the decision to terminate his permanent appointment.

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17. ...

(b) The decisions which the applicant is contesting and whose rescission he is requesting under article 9, paragraph 1, of the Statute ...

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18. ...

(d) The amount of compensation claimed by the applicant in the event that the Secretary-General decides, in the interest of the United Nations, to pay compensation for the injury sustained in accordance with the option given to him under article 9, paragraph 1, of the Statute.

19. The Applicant requests the Tribunal to appoint an assessor familiar with the award of damages by courts in the Headquarters municipal jurisdiction (in the City of New York in the State of New York) to assess the amount of damages material, moral and punitive which a municipal court or jury in a civil suit would award in a similar

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situation, drawing upon knowledge of the relevant jurisprudence of such courts, and to fix the amount of damages accordingly. Should the Tribunal not wish to accede to this request, the Applicant claims damages in the amount of \$2,000,000.

(e) Any other relief which the applicant may request in accordance with the Statute.

20. The Applicant seeks a letter from the Secretary-General of the United Nations accepting responsibility for and apologizing for torts suffered by the Applicant arising from actions and/or inaction of the United Nations and any of its officials in performance of official duties. In case the Secretary-General claims that any of the actions inflicting tort carried out by officials were not carried out by officials in their official capacity or were carried out outside the performance of official duties, the Applicant seeks a declaration by the Secretary-General that no immunity to suit in municipal courts shall be accorded to the officials and any such immunity shall be withdrawn, and furthermore that no claim of limitation in time for such suit shall be made, supported or entertained by the United Nations. The Applicant seeks the written assurance of the Secretary-General that any official of the United Nations having committed a tort in regard to the Applicant or having failed to exercise due responsibility shall be appropriately punished, and that losses in resources caused to the organization by such actions or lack thereof shall be recovered from the officials concerned by the application of staff rule 112.3."

Whereas the Respondent filed his reply on 21 March 1997;

Whereas the Applicant filed written observations on 21 April 1997;

Whereas, on 27 May 1997, the Applicant requested the production of additional documents and an oral hearing;

Whereas, on 4 August 1997, the Tribunal informed the parties that it had decided to postpone its consideration of the case to its next session;

Whereas, on 8 August 1997, the Tribunal asked the Respondent to reply to certain questions;

Whereas, on 2 October 1997, the Respondent provided the Tribunal with replies to the questions put on 8 August 1997;

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Whereas, on 7 October 1997, the Respondent supplied additional information concerning the questions put by the Tribunal on 8 August 1997;

Whereas, on 15 and 19 October 1997, the Applicant requested the production of additional documents;

Whereas, on 24 October 1997, the Applicant produced his observations on the Respondent's replies to the questions put by the Tribunal on 8 August 1997;

Whereas, on 26 October 1997, the Applicant again requested the production of documents;

Whereas, on 27 October 1997, the Respondent replied to the request for the production of documents submitted by the Applicant;

Whereas the facts of the case are as follows:

The Applicant entered the service of the Organization in January 1973 as an assistant to the Director of the Environment Fund, administered under the United Nations Environment Programme (UNEP) in Geneva, with a fixed-term appointment of seven months and 21 days, at level P-4, step III. After a number of extensions for short periods, the Applicant was appointed, on 1 January 1974, as Senior Programme Management Officer, and Chief, Environmental Situation and Activities Unit, Policy Planning Office, under an 11-month contract at level P-5, step I. The Applicant's contract at UNEP was subsequently extended for additional fixed-term appointments. On 1 January 1976, the Applicant became Senior Adviser to UNEP Regional Activities. On 19 June 1977, he was reassigned, under UNEP, from Geneva to Nairobi, Kenya, as Senior Policy Planning Adviser to the Executive Director. On 16 September 1980, he was transferred back to Geneva as Acting Director of the External Relations and Policy Development Unit of UNEP, at level D-1, step IV, with a special post allowance at the D-2 level. His contract was extended for additional fixed-term appointments until 1 June 1983, when he was given a probationary appointment. On 1 July 1983, the Applicant became Director of the External Relations and Policy Development Unit, at the D-2 level,

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step II. On 1 February 1984, he received a permanent appointment. On 1 June 1990 he was assigned from UNEP to the International Decade for Natural Disaster Relief (IDNDR) secretariat, where he served as pro tempore Director until 12 May 1991. He was placed on special leave with full pay from 13 May 1991 to 12 January 1992. On 13 January 1992, he was assigned to the World Meteorological Organization (WMO) on a non-reimbursable loan basis until 8 November 1992. He was separated from service on 23 August 1993.

On 18 May 1989, the Executive Director of UNEP wrote to the Applicant as follows:

"... I have informed you of my decision in response to the General Assembly resolution [41/213] to cut 15% of the UN regular budget posts. That resolution was to be implemented by cutting down inter alia one D-2 post in UNEP. I have informed you very early in the year of my decision to release the D-2 post in Geneva and combine the responsibilities of that post with those of the Assistant to the Executive Director and Director of Special Assignments (D-2) in my office in Nairobi. I have asked you to come down to Nairobi as of the beginning of next year (1990) to take up this responsibility and you have continuously indicated your inability to accept my offer."

The Applicant replied on 30 May that his moving to Nairobi would raise, inter alia, "serious personal problems" for him and again declined the offer. The post which he occupied at that time was abolished with effect from 1 January 1990.

On 22 December 1989, the General Assembly adopted resolution 44/236, proclaiming the International Decade for Natural Disaster Reduction (IDNDR). On 19 April 1990, the Applicant was appointed Director of the secretariat for the Decade, subject to the approval of the Advisory Committee on Administrative and Budgetary Questions (ACABQ). On 11 May 1990, the Chairman of ACABQ wrote to the Secretary-General to inform him that ACABQ had not approved the appointment because sufficient information had not been made available on, inter alia, such matters as the structure and financing of the Decade secretariat. On

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30 May 1990, the Controller wrote to the Director-General for Development and International Economic Cooperation, saying that "[the Applicant] should be assigned as a pro tempore Director of the secretariat [of the International Decade for Natural Disaster Reduction (IDNDR)] for a period of 7 months from 1 June 1990". The Applicant remained in this post after the expiry of the seven-month period.

On 16 January 1991, the Assistant Executive Director, UNEP Office of the Environment Fund and Administration, wrote to the Assistant Secretary-General, Office of Human Resources Management, to tell him that "UNEP cannot continue to provide posts for [the Applicant and another UNEP staff member assigned to the IDNDR secretariat] with effect from 1 January 1991", and that UNEP expected "reimbursement for the cost of their salaries between the period 1 July 1990 to 31 December 1990".

On 9 May 1991, the Assistant Secretary-General, Office of the Director-General for Development and International Economic Cooperation, wrote to the Chef de Cabinet to suggest that the Applicant be appointed "as Adviser to the Deputy Secretary-General of UNCTAD", adding that the Applicant "will continue to be paid as a supernumerary as is the case presently. I have consulted [the Deputy Secretary-General of UNCTAD] on this possibility and he is in agreement."

On 11 May 1991, the Assistant Secretary-General, Office of the Director-General for Development and International Economic Cooperation, confirmed to the Applicant that he had been appointed to the post in question. However, when the Applicant reported for duty in Geneva, he found that apparently no post had been provided for him. He therefore wrote to the Chef de Cabinet of the Secretary-General on 28 May 1991 to suggest a number of possibilities for posts he could fill. He was then requested to remain at home on special leave with full pay.

On 6 September 1991, the Executive Assistant to the Secretary-General wrote to the Assistant Secretary-General, Office of Programme Planning, Budget and Finance, to inform him that the Applicant had been taken off the payroll of the

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United Nations Office in Geneva (UNOG) and asked to be given instructions for his salary to be paid until such time as he was placed against a post. On this memorandum, the Assistant Secretary-General, Office of Programme Planning, Budget and Finance, wrote that he had been advised "that UNOG never ceased to pay [the Applicant's] salary" and that he believed "his status should be formalized by placing him on special leave with full pay for 3 or 6 months while the efforts to place him continue", adding that, "should these efforts fail, then termination for abolition of post should be considered".

On 5 December 1991, the Secretary-General of the World Meteorological Organization (WMO) wrote to the Secretary-General informing him of the discussions that had taken place on the possibility of assigning the Applicant temporarily to WMO and attaching a draft memorandum of understanding between WMO and the United Nations. Under the terms of this memorandum, the Applicant would be assigned to WMO on a non-reimbursable loan basis for a period of one year. The Applicant would be provided with office space in the Palais des Nations in Geneva and secretarial services. The memorandum of understanding was signed on 17 December 1991 by the United Nations and on 20 December 1991 by WMO. The Applicant was informed of his assignment in a letter dated 13 January 1992 from the Chief of the Personnel Service in Geneva. On 11 March 1992, the Director of the Division of Administration, United Nations Office in Geneva, confirmed to the Acting Under-Secretary-General for Administration and Management that office space had been provided to the Applicant in the Petit Saconnex building, but that the provision of secretarial support was still in abeyance.

On 9 October 1992, the Secretary-General of WMO wrote to the Secretary-General to cancel the memorandum of understanding and terminate the services of the Applicant. After the termination of his appointment with WMO on 8 November 1992, the Applicant was placed on special leave with full pay, since an appropriate post for him in the United Nations could not be found. On 3 May 1993, the Applicant wrote to the Director of Personnel to ask that he be

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assigned to a post so that he could again serve the Organization. On 9 June 1993, the Chief of the Personnel Administration Section wrote to the Acting Director of Personnel at Headquarters to ask her for instructions on any action to be taken with regard to the Applicant, since there had been no new developments in the case. On 18 August 1993, the Chef de Cabinet of the Secretary-General wrote to the Under-Secretary-General for Administration and Management about the Applicant in the following terms:

"I would be grateful if you would take immediate measures to resolve the situation. [The Applicant] should be transferred, as an adviser, to ECA or ESCAP, or be given an agreed termination."

On 24 August 1993, the Director of Personnel, Office of Human Resources Management, wrote to the Applicant to inform him that the Secretary-General had decided, under staff regulation 9.1 (a), to terminate his appointment because his post had been abolished. The letter also informed the Applicant that, in accordance with staff rule 109.3 (c), he would receive compensation in lieu of notice. On 10 September 1993, the Applicant wrote to the Secretary-General asking him to annul the decision to terminate his permanent appointment. On 15 October 1993, the Applicant again wrote to the Secretary-General asking him to review the administrative decision to terminate his appointment. On 25 October 1993, he reiterated this request, questioning the motives for which his appointment had been terminated. On 25 October 1993, he wrote to the Secretary of the Joint Appeals Board to request a suspension of action on the decision to terminate his permanent appointment. On 22 November 1993, the Joint Appeals Board adopted its report on the request for a suspension of action submitted by the Applicant, concluding that "the administrative decision had already been implemented and consequently [the Board] makes no recommendation concerning [the Applicant's] request for suspension".

The Joint Appeals Board adopted its report on the merits of the case on 16 December 1994. Its conclusions and recommendations are, in part, as follows:

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"49. ... However, the Panel was concerned about the long lapse of time, i.e. three years and eighth months, between the abolition of the post and the subsequent termination of the staff member's permanent appointment.

50. The Panel considered the legality of the Appellant's termination. The Panel noted that the post No. UNL 18112 E D2 001 encumbered by the Appellant had been abolished, and that the Appellant had been informed of the imminent abolition of his post, at least eight months before the date, as evidenced by a letter from the Executive Director of UNEP dated 18 May 1989.

51. The Panel then examined if the Administration had acted in conformity with Staff Rule 109.1 (c). The Panel took note that by a letter dated 18 May 1989, the Executive Director of UNEP had offered the Appellant a D-2 position in UNEP Headquarters, Nairobi, but the latter did not make use of this offer, as further evidenced in a letter dated 27 July 1994 from the former Executive Director of UNEP addressed to the Appellant. Therefore, the Administration had made an effort to retain the Appellant in a suitable position but the Appellant had declined this offer. ...

52. The Panel noted that various further efforts had been made to retain the Appellant on board, such as assigning him pro tempore Director of IDNDR while the post had not yet been established, assigning him on loan to WMO, and assigning him as Adviser of the Deputy Secretary-General of UNCTAD. However, there was no established post in UNCTAD. Moreover, the Panel noted that the Appellant had been granted special leave with full pay for a total of 18 months, which proved that the Administration had made special efforts to retain him after the abolition of his post.

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60. The Panel concludes that the termination of the Appellant's permanent appointment was valid and in accordance with Staff Regulation 9.1.

61. The Panel further concludes that genuine efforts were made by the Administration to find another suitable post for the Appellant in accordance with Staff Rule 109.1 (c). However, the Panel was perturbed by certain actions of the Administration such as reassigning the Appellant on a non-existing post in UNCTAD as well as keeping him for 18 months on special leave with full pay. The Panel found it difficult to believe that United Nations Headquarters was not aware that the post of Adviser to the Deputy Secretary-General of UNCTAD did not exist. The Panel was also surprised to learn that a staff member who was not working was maintained

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18 months on the payroll on special leave with full pay. While the Panel finds it necessary and encourages the Administration to make every possible effort to keep on board staff members whose posts have been abolished, it found that in the present case this option had been abused and that the Administration had wasted money. It would have been in the better interest and cheaper for the Organization to formalize the Appellant's status in September 1991, as suggested by the Assistant Secretary-General, Office of Programme Planning, Budget and Finance, rather than paying the Appellant 18 months of special leave with full pay and terminating his appointment only three years and eight months after the abolition of his post.

62. The Panel does not recommend reinstatement in this case.

63. However, the Panel considered that, although in conformity with the Staff Rules, the fact that the Appellant's permanent appointment had been terminated without notice period was extremely harsh, particularly in the circumstances of the case, where the Appellant had been retained for three years and eight months after the abolition of his post, thereby creating an expectation that his service would continue. In view of this, the Panel recommends that the Appellant be paid an amount equivalent to three months of his net salary at the rate in effect at the date of the termination of his appointment.

64. The panel makes no further recommendations in support of this appeal."

On 13 January 1995, the Under-Secretary-General for Administration and Management transmitted to the Applicant a copy of the report of the Joint Appeals Board and provided him with the following information:

"The Secretary-General has examined your case in the light of the Board's report and has taken note of its conclusions and recommendations. The Secretary-General has decided, in accordance with the Board's recommendation, to maintain the contested decision and, for the reasons stated in paragraph 63 of its report, that you be paid an amount equivalent to three months of your net salary at the rate in effect at the date of the termination of your appointment."

On 25 July 1996, the Applicant filed the above-mentioned application with the Tribunal.

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Whereas the Applicant's principal contentions are:

1. The Under-Secretary-General for Administration and Management did not have the authority to terminate the Applicant's appointment, particularly since this measure contravened the instruction given by the Secretary-General through his Chef de Cabinet that a post should be found for him at ECA or ESCAP or that he should be given an agreed termination.

2. The abolished post, UNL 18112 E D2 001, was not the last post occupied by the Applicant, and therefore his termination for abolition of post was improper.

3. The Applicant was not given the notice period required under the Staff Rules.

4. The termination of the Applicant's appointment constituted a breach of the declared policy of the Secretary-General. The Applicant was the only staff member, out of a total of 232, so terminated in derogation of this policy.

5. The Applicant was removed from his post as Director of the IDNDR secretariat in response to an unlawful political intervention, in breach of Article 100 of the Charter.

Whereas the Respondent's principal contentions are:

1. The termination of the Applicant's appointment was a result of the abolition of his post and was not based on "factual error" as alleged by the Applicant.

2. The Secretary-General has delegated to the Under-Secretary-General for Administration and Management the authority to terminate appointments, and, therefore, termination of the Applicant's appointment by that Under-Secretary-General did not violate the Applicant's rights.

3. The Administration made extraordinary efforts to retain the Applicant on board after the abolition of his post, including offering him a D-2 post, an offer which he declined.

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4. The termination of the Applicant's appointment was not the result of "a discriminatory action".

5. The Applicant's due process rights were respected in terminating his appointment.

6. The possibility of terminating his appointment for abolition of post was contemplated long before the case drew the attention of the media.

The Tribunal, having deliberated from 16 to 31 July 1997 in Geneva and from 11 to 25 November 1997 in New York, now pronounces the following judgement:

I. The Tribunal must determine whether the decision notified to the Applicant on 24 August 1993 to terminate his permanent appointment for abolition of post was taken in violation of his rights.

The Applicant had served the United Nations for 29 years and was at the level of D-2 when his post as Director of External Relations of the United Nations Environment Programme was abolished as a result of budgetary cuts mandated by General Assembly resolution 41/213. The validity of the abolition of this post is not in question, not having been contested by the Applicant, who has instead questioned the legality of the decision by which, three years later, his career in the United Nations was terminated.

The Joint Appeals Board concluded, at the end of a very detailed report issued on 16 December 1994, that the Applicant's appointment had been terminated without violation of the legality defined by United Nations staff regulation 9.1. Therefore, the Board did not recommend that the Applicant should be reinstated. Instead, it recommended that he be paid an amount equivalent to three months of his net salary, since the termination of his appointment had not been preceded by a notice period and he had been retained for over three years in service or on leave after the abolition of his post, thereby creating an expectation that his service would continue. The Secretary-

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General agreed with the recommendation of the Joint Appeals Board.

II. The Tribunal will render a decision on the principal legal points raised by the parties before formulating its conclusions.

(a) The decision to terminate the Applicant's appointment was taken by the Under-Secretary-General for Administration and Management. The Applicant questions the authority of that Under-Secretary-General to take such a decision.

The Tribunal has sustained on various occasions that the Secretary-General may delegate his authority to terminate the appointment of a staff member of the Organization. The Under-Secretary-General for Administration and Management has the authority to receive such delegation. There is therefore no lack of authority on the part of the author of the contested decision.

(b) The Applicant holds that the decision to terminate his appointment was taken in violation of instructions addressed to the Under-Secretary-General for Administration and Management by the Chef de Cabinet of the Secretary-General that a new post should be found for him or, if not, that he be given an agreed termination. The Tribunal considers that the instructions in question are not definitive in character, since the administration was free to have recourse to the agreed termination procedure, which is never a matter of entitlement for the interested party, or to adopt another line of conduct. From this point of view, the contested decision is not improper either.

(c) The Tribunal has taken into consideration the Applicant's argument that the termination of his appointment was misleadingly attached to the abolition of a post. It is true that the post that was abolished is not the one which the Applicant last held with the United Nations Environment Programme. The Tribunal notes, however, that it was the abolition of post No. UNL 18112 E D-2 001 which led to the derailment of the Applicant's career and, in the last analysis, his dismissal as a result of subsequent episodes occurring over a three-year period. In fact, the temporary posts held by the Applicant following

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the abolition of post No. UNL 18112 E D-2 001 were the result of the Administration's efforts to place him in a new post.

III. On the other hand, the Tribunal believes that the Administration's efforts to find a new assignment for the Applicant after the abolition of his post were not as effective as would have been necessary to meet the requirements of the Staff Regulations in this matter. The most unfortunate and truly stupefying episode in this regard was that the Applicant was appointed to a non-existent post, that of Deputy Director of UNCTAD. Scarcely less regrettable was the failure to execute the agreement signed with the International Meteorological Organization, since offices were not made available to the Applicant, whose qualifications in the field of meteorology were not self-evident. Lastly, the fact that the Applicant was retained on special leave with full pay for 18 months certainly does not indicate good administrative practice, and the same is true of the fact that he was variously placed on and removed from the payroll in an apparent reaction to press articles that referred to his situation.

The Tribunal shares the view of the Joint Appeals Board and of the Secretary-General, who accepted the Board's recommendation, concerning the injury suffered by the Applicant because he was not given sufficient notice of his termination; however, the Tribunal considers, more generally speaking, that the Administration's conduct towards the Applicant following the abolition of his post was too inconsistent to represent good administrative practice. Quite the contrary, the Applicant, whose services had previously been recognized and greatly appreciated, was shunted around for more than three years between ephemeral posts, without financing or offices, or even non-existent posts and forced to take excessive leave before being prematurely dismissed.

These proceedings were unfair to the Applicant, and the Tribunal therefore orders that three months of his net base salary at the time of the termination of his appointment be awarded to him in addition to the compensation he has

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already received.

IV. Accordingly, the Tribunal:

1. Orders the Respondent to pay to the Applicant three months of his net base salary at the rate in force on the date of his termination, in addition to the compensation he has already received;
2. Rejects the request to hold an oral hearing and the request for the production of additional documents;
3. Rejects the request for costs;
4. Rejects all other pleas.

(Signatures)

Hubert THIERRY
President

Mayer GABAY
Member

Julio BARBOZA
Member

New York, 25 November 1997

R. Maria VICIEN-MILBURN
Secretary

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Translator's note: On page 10, first paragraph, line 13, the reference to "congé spécial sans traitement" should read "congé spécial avec traitement" (see annex 53). I have translated it as "special leave with full pay".