

to discuss his conduct with his superiors before he received notification of the termination of his services, or even after such notification.

It is indisputable that the terms of the notification of 24 May 1967 and the circumstances in which that notification was made were, having regard to the functions performed by the Applicant, likely to cause him injury.

The Respondent no doubt caused the injury in the exercise of contractual rights and in giving notice of the date of the termination of the Applicant's employment, but it is none the less true that, in so doing, he disregarded the principle of good faith in relations between the parties.

IX. Considering the rules applicable to fixed-term contracts, considering the decision taken by the Respondent on the recommendation of the Joint Appeals Board and the indemnity awarded in that connexion, considering also that the allegations of material injury are unfounded because they are linked to the date on which the Applicant's services were terminated, a date which the Respondent was in any case entitled to fix as he did, the Tribunal decides that the finding in the preceding paragraph of the Judgement that the Respondent disregarded the principle of good faith is sufficient to redress the injury sustained by the Applicant.

X. The remainder of the application is rejected.

(Signatures)

CROOK  
Vice-President, presiding  
Suzanne BASTID  
Member

Louis IGNACIO-PINTO  
Member  
Jean HARDY  
Executive Secretary

Geneva, 22 May 1969.

## Judgement No. 129

(Original: English)

Case No. 128:  
Gallianos

Against: The Secretary-General  
of the United Nations

*Request for rescission of a decision taken by the Secretary-General on the recommendation of the Advisory Board on Compensation Claims.*

*Request for the rescission of the decision not to renew the Applicant's contract.—The request is not receivable as it was raised beyond the time-limits prescribed in article 7, paragraph 4, of the Statute of the Tribunal.*

*Claim for compensation for damages arising from non-employment by another organization.—The Tribunal cannot take cognizance of this claim as it was not subject to prior internal procedures.*

*Principal request for the rescission by the Tribunal of the decision based on the recommendation of the Advisory Board on Compensation Claims and for a ruling that the illness from which the Applicant was suffering was attributable to the performance of official duties in the service of the United Nations.—Conclusion of the*

panel of doctors.—Argument that an illness contracted during service with the United Nations in a tropical region should be regarded as service-incurred.—Applicability of Appendix D to the Staff Rules and not the common law or the law of certain countries relating to industrial accidents.—The argument is rejected.—The Tribunal finds that the procedures prescribed in Appendix D were observed by the Respondent and that his decision is based on the recommendation of the competent medical authorities.—The contested decision is upheld.—Staff Rule 104.15.—The Tribunal considers it unfortunate that no exit medical examination was conducted in the case of the Applicant.

Related claims and claim for costs and legal fees.—Claims rejected.

The application is rejected.

#### THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. R. Venkataraman, President; the Lord Crook, Vice-President; Madame Paul Bastid; Mr. Zenon Rossides;

Whereas, on 28 October 1968, Evangelos Gallianos, a former staff member of the United Nations, filed an application the pleas of which read:

“(a) Before proceeding to consider the merits, the Administrative Tribunal is requested to arrange, by the issue of letters rogatory to Greek consuls serving abroad or to the *Parquet* of Athens, for the examination of the following witnesses:

“(aa) Dr. Propper, Jerusalem;

“(bb) Filipe Limanis, Greek citizen, domiciled at Jerusalem, employed at the Monastery of the Cross;

“(cc) Jean Papaicannou, dermatologist, domiciled at Athens, 6 Botassi.

“As part of the preliminary investigation, I request:

“(aa) The transmission to the Tribunal of my administrative file;

“(bb) The transmission of the file containing the documents on which the Joint Appeals Board based its conclusions and its recommendations to the Secretary-General, suggesting that my successive requests be rejected;

“(cc) The transmission of my medical file, particularly the medical examination preceding my appointment in August 1958.

“(b) I request the rescission of the following decisions:

“(aa) The decision taken by the Advisory Board on Compensations Claims at its 138th meeting on 15 June 1966 . . . ;

“(bb) The decision taken by the Joint Appeals Board on 15 September 1966 . . . ;

“(cc) The decision taken by the Advisory Board on Compensation Claims at its 148th meeting on 4 October 1967, which was confirmed by the Secretary-General . . . ; and any other decision of the Secretary-General referring directly or indirectly to the aforementioned decisions.

“(c) (aa) To rule that I suffered the accident at Leopoldville during the performance of my duties and because of my service at Kitona . . . ;

“(bb) To rule that the Respondent should in any case, even from the social and humanitarian point of view, have offered to have me

admitted to the Hadassa Hospital in Jerusalem and should not have dismissed me abruptly, when I was suffering from a high fever, colitis and other accidental diseases, after seven years of continuous service with the United Nations;

- “(cc) To rule that my contract was an indefinite contract and not a fixed-term contract;
- “(dd) To rule that the Respondent had and still has a legal obligation according to the civil codes of all countries to pay me compensation for the deterioration of my health and to order repayment of the fees I have paid to doctors for treatment during the ten years following my accident;
- “(ee) To rule that the Respondent is legally obliged to pay me *ex aequo* compensation for damages relating to my psychic condition and the moral injury I have suffered during the past ten years;
- “(ff) To rule that the Respondent is obliged to pay the cost of the proceedings and the fees of my Attorney. . . .

“(d) I humbly request the United Nations Administrative Tribunal to order the following payments, and request the Secretary-General of the United Nations, in the interest of the Organization, to pay these sums, particularly the compensation and related amounts for the injuries and for other expenses incurred, in accordance with the power conferred on him by article 9 of the Statute of the United Nations Administrative Tribunal.

	<i>Dollars</i>
“(A) In repayment of sums paid to physicians and for other medical services: . . . . .	70,845
“(B) Compensation for salary not received for a post offered by ICAO in 1965 . . . provided my health was perfect, a post which I would then have obtained except for the fact that when ICAO offered it to me I was still employed by the United Nations. Mr. Bjur did not authorize me to accept the post, but a few weeks later I was dismissed: double liability of the United Nations, post proposed for two years, twenty-four months at a minimum salary of \$1,000 per month . . . . .	24,000
“(C) Special compensation for unjustified termination and abusive delay in the settlement of this case . . . . .	3,000
“(D) <i>Ex aequo</i> compensation for the deterioration of my health as a result of service with the United Nations . . . . .	100,000
“(E) <i>Ex aequo</i> compensation for my psychic condition, caused by industrial accidents . . . . .	50,000
“(F) Expenses incurred in connexion with this plea and fees of my counsel . . . . .	50,000
	297,845”

Whereas the Respondent filed his answer on 17 January 1969;

Whereas the Applicant filed written observations on 20 February 1969;

Whereas the Tribunal heard the parties at a public session held on 7 May 1969;

Whereas, at the public session, the Respondent filed an additional document, namely, the *Field Administration Handbook*, at the request of the Tribunal;

Whereas, in answer to a query by the Tribunal, the Respondent submitted a statement on 13 May 1969;

Whereas the facts in the case are as follows:

The Applicant entered the service of the United Nations on 3 August 1958 as a Field Service Officer (Radio Operator) at the FS-3 level under a fixed-term appointment of one year. This appointment was successively extended by six months, one year, one year, six months, one year, one year, and one year. The Applicant was assigned to the United Nations Emergency Force (UNEF) and to the United Nations Operation in the Congo (ONUC). In October 1961, during his assignment to ONUC, the Applicant was repatriated to his home country on medical grounds. After being medically examined at the request of the Medical Director of the United Nations and found fit for work, he was assigned to the United Nations Truce Supervision Organization in Palestine (UNTSO). In May 1964, while the Applicant was serving with UNTSO, the International Civil Aviation Organization (ICAO) expressed an interest in securing his services provided the United Nations would release him on loan for an initial period of one year. The United Nations, however, declined to release the Applicant on loan to ICAO, adding that he was free to resign if he so wished. On 24 May 1965, the Applicant was informed by his Chief Administrative Officer that his fixed-term appointment, due to expire on 2 August 1965, would not be renewed. On 4 June 1965, he protested against that decision in a memorandum addressed to the Director of Personnel. On 9 July 1965, the Chief of Staff Services, Office of Personnel, replied that he had reviewed the Applicant's case on behalf of the Director of Personnel but had found no grounds to reverse the decision. On 2 August 1965, when the Applicant was separated from service, he was on sick leave and he remained temporarily in the mission area. The Applicant having requested, *inter alia*, that his subsistence allowance continue to be paid during that period on the ground that his departure from the mission area had been delayed by a service-incurred illness, the Office of Personnel informed him, on 1 September 1965, that the Staff Rules did not provide for such compensation beyond the expiration of his fixed-term appointment but that, if he wished to pursue the matter, he might do so by submitting a formal claim to the Advisory Board on Compensation Claims. On 8 November 1965, in a letter pointing out that there had been no unilateral breach of contract in the decision not to renew the Applicant's fixed-term appointment, the Office of Personnel advised the Applicant that, should he wish to pursue his case further, he should follow the provisions of Staff Rule 111.3.

On 11 December 1965, the Applicant submitted a claim for compensation to the Advisory Board on Compensation Claims. On 25 May 1966, at its 138th meeting, the Board considered the Applicant's claim and made the following recommendation to the Secretary-General:

*"The Advisory Board on Compensation Claims,*

*"Having considered, at its 138th meeting, the claim for compensation submitted by Mr. Evangelos Gallianos, a former Field Service radio operator, in which it is alleged that he has been incapacitated from 3 August 1965, the date of his separation from service, through mid-April 1966 as the result of an illness contracted during his service;*

*"Noting that the conditions of service were not of a nature unusual to Field Service assignments and that the special conditions suggested as having*

caused the illness were of short duration and that the link with the illness was not established;

*“Further noting* that medical and psychiatric tests undertaken after the claimant’s return from the Congo in 1961 showed no abnormalities and that in the opinion of the Medical Director the current symptoms were not incapacitating;

*“Recommends to the Secretary-General* that the claim submitted by Mr. Evangelos Gallianos be denied.”

The Board’s recommendation was approved by the Secretary-General and, on 17 June 1966, the Applicant was notified accordingly.

On 2 July 1966, in a letter addressed to the Secretary-General and in a letter addressed to both the Secretary of the Advisory Board on Compensation Claims and the Secretary of the Joint Appeals Board, the Applicant appealed to the Joint Appeals Board against the decision taken on his claim for compensation and against the decision not to renew his fixed-term appointment.

On 18 July 1966, the Secretary of the Joint Appeals Board drew the Applicant’s attention to the procedure set out in Staff Rule 111.3 under which a staff member wishing to appeal an administrative decision must as a first step write to the Secretary-General with a request for a review of the administrative decision, and suggested that the Applicant follow that initial step if he had not yet done so. On 25 July 1966, the Applicant replied that he had already addressed a written request to the Secretary-General on 2 July 1966. On 23 August 1966, replying to the Applicant’s letter of 2 July 1966 addressed to the Secretary-General, the Acting Director of Personnel advised the Applicant that the Secretary-General had re-examined his case but could see no reason for changing the decision not to renew the appointment; the Acting Director added that this decision had been communicated to the Applicant by the Chief Administrative Officer of UNTSO on 24 May 1965 and confirmed by the Chief of Staff Services, Office of Personnel, on 9 July 1965. On 15 September 1966, the Joint Appeals Board examined the Applicant’s case but decided unanimously not to entertain the appeal. The relevant paragraphs of its decision read as follows:

“3. In the matter of compensation claims, to which the first part of the appeal was related, the Board took note of the special procedure of appeals in case of injury or illness, as set out in Article 17 of Appendix D to the Staff Rules, under which a claimant for compensation who feels himself aggrieved by a decision of ABCC [Advisory Board on Compensation Claims] may seek a review of the decision by an independent medical board. The Board noted that, by a letter from the Secretary of ABCC dated 2 August 1966, Mr. Gallianos has been advised to have recourse to such a procedure. In view of the remedy thus open to him, the Board does not feel itself called upon to intervene in this part of the appeal.

“4. With regard to the complaint concerning his separation from service, the Board noted that the administrative decision not to extend his fixed-term appointment beyond its expiration date of 2 August 1965 was communicated to him by a memorandum dated 24 May 1965 from the Chief Administrative Officer, UNTSO. The appeal against that administrative decision, however, was not filed until 2 July 1966. More than a year elapsed between the date of the notice and the date of the appeal. The delay occurred in spite of the fact that Mr. Gallianos had been advised by a letter of 8 No-

vember 1965 from the Office of Personnel that he should follow the provisions of Staff Rule 111.3 in the event that he should wish to pursue his appeal.

"5. Under the appeals procedure set out in Staff Rule 111.3, an appeal must be filed within the time-limits specified therein. Rule 111.3(d) specifically provides that: 'An appeal shall not be receivable by the Joint Appeals Board unless the above time-limits have been met, provided that the Board may waive the time-limits in exceptional circumstances.' In the present case, the filing of the appeal far exceeded the time-limits. Having reviewed all aspects of the case, the Board finds no exceptional circumstances that would warrant a waiver of the time-limits in accordance with that Rule.

"6. In view of the foregoing considerations, the Board decides not to entertain the appeal."

In the meantime, as noted in the Joint Appeals Board's decision, the Secretary of the Advisory Board on Compensation Claims had, on 2 August 1966, drawn the Applicant's attention to the remedy open to him under article 17 of Appendix D to the Staff Rules. The Applicant having chosen to avail himself of that remedy, a medical board was convened on 10 November 1966, under article 17 of Appendix D. In its report, issued on 15 November 1966, the medical board stated *inter alia* that it found the Applicant fit for work and that it was "not in a position today, due to the lack of documents, to decide about an illness which commenced on 30 June 1965"; the report concluded with a suggestion that the Applicant be admitted to a hospital for further examination. The Advisory Board on Compensation Claims made a preliminary review of the report and, on 19 December 1966, its Secretary advised the Applicant as follows:

" . . .

"The Advisory Board noted that the report of the medical board did not support your contentions, but did suggest that a period of hospitalization for a medical check-up might be of value. Under such circumstances, the Board felt that, before taking a negative decision on your appeal, and in order to provide you with every possibility to substantiate your claim, you might wish to avail yourself of this check-up.

"The Board has suggested, therefore, that if you agree to the following conditions, it would be prepared to delay its decision until the result of the check-up is available. These conditions are the same as those to which you have already agreed in connection with the convening of the medical board, namely, that in the event that the original decision of the Secretary-General is sustained, you will be responsible for fifty per cent of the costs of such hospitalization.

" . . . "

The Applicant expressed his willingness to enter hospital for a check-up but objected that he was unable to make advance payment for his share of the expenses. The Advisory Board having accepted to advance the necessary money, the medical check-up took place and the result was recorded in a hospital report dated 19 April 1967. On 7 August 1967, in reply to a letter in which the Applicant had shown concern at the delay in obtaining a decision, the Secretary of the Advisory Board on Compensation Claims advised the Applicant that the delay was due to the fact that the comments of the medical board on the results of the hospital tests had not yet been received; the Secretary added that on the basis

of the test results which had been received, it was most unlikely that the Secretary-General's decision of June 1966 would be revised. By a letter dated 3 August 1967, addressed to the Medical Director of the United Nations and transmitted to the Advisory Board on 24 August 1967, the doctor who had represented the Medical Director on the medical board informed him that "we had a new discussion with Dr. Polymeropoulos [the doctor selected jointly by the doctors designated respectively by the Medical Director and the Applicant] about Mr. Gallianos's case"; the letter referred to the report of the medical board dated 15 November 1966 as well as to the hospital report dated 19 April 1967 and concluded:

"We are not in a position to say whether the symptoms are due to the living and working conditions under which Mr. E. Gallianos had to live as we have no personal information about them.

"However, we do not believe that Mr. Gallianos is unfit for work due to his general condition."

On 16 October 1967, the Secretary of the Advisory Board informed the Applicant as follows:

". . . I can now advise you that the Advisory Board on Compensation Claims met to consider your appeal on the 4th of October. Its recommendation, which follows, together with the reports of the medical board, were forwarded to the Secretary-General for a final decision.

*'The Advisory Board on Compensation Claims,*

*'Having considered,* at its 148th meeting on 4 October 1967, the appeal entered by Mr. Evangelos Gallianos, former Field Operations Service radio officer, against the decision taken by the Secretary-General in June 1966;

*'Noting* the report of the medical board convened in Athens in November 1966;

*'Further noting* the supplementary report based on hospital tests undertaken in April 1967;

*'Considers* that the medical condition experienced by the appellant is not attributable to the performance of official duties on behalf of the United Nations;

*'Recommends to the Secretary-General* that the decision to deny compensation, dated 15 June 1966, be maintained.'

"I regret to have to inform you that the Secretary-General has accepted the recommendation of the Advisory Board, and has maintained his previous decision to deny your claim for compensation.

". . .".

On 9 July 1968 the Secretary-General agreed to the direct submission of an application to the Administrative Tribunal and, on 28 October 1968, the Applicant filed the application referred to earlier.

Whereas the Applicant's principal contentions are:

1. When a contract is concluded for a fixed term and is renewed automatically after the expiration date, it becomes an indefinite contract. Moreover, in the particular circumstances of the case, non-renewal of the contract was abusive since it was due to prejudice on the part of the Applicant's superiors and since the Respondent's primary aim was to avoid his legal obligations. The Applicant

suffered further damage as a result of the Respondent's refusal to lend the Applicant's services to ICAO.

2. The tropical virus disease which the Applicant contracted in the Congo was legally an industrial accident attributable mainly to hard conditions of work. The United Nations and its agents are directly liable in that event, because of negligence and omissions prejudicial to the Applicant's health; they failed to subject him to a medical examination at the time of separation and by their behaviour they admitted on many occasions the link between the Applicant's employment and his condition.

Whereas the Respondent's principal contentions are:

1. In view of the time-limit prescribed in article 7, paragraph 4, of the Statute of the Tribunal, the pleas relating to the decision not to renew the Applicant's contract are not receivable. The Secretary-General's agreement to the direct submission of an application to the Tribunal is limited to the dispute about compensation for service-incurred illness.

2. The pleas relating to compensation must be rejected. The Secretary-General's decision was taken in accordance with procedures and criteria prescribed in the applicable terms of appointment; this decision was not arbitrary or unreasonable, and no *prima facie* claim to compensation has been alleged or substantiated.

The Tribunal, having deliberated until 22 May 1969, now pronounces the following judgement:

I. The Applicant has made several pleas relating to procedure and substance, many of which are not within the competence of the Tribunal in this case.

II. The Applicant's plea contesting the decision not to renew his contract is not receivable as it has been raised beyond the time-limits prescribed in article 7, paragraph 4, of the Statute of the Tribunal.

The Applicant's claim for compensation for non-employment by ICAO has not been subject to prior internal procedures and is therefore not properly before the Tribunal.

The Secretary-General's agreement for direct submission of the case to the Tribunal is limited to the dispute regarding compensation for service-incurred illness.

III. The Tribunal rules that the examination of witnesses requested by the Applicant is not material or relevant to the determination of the case.

IV. The Applicant requests the rescission of the Respondent's decision based on the recommendation of the Advisory Board on Compensation Claims and a ruling that the illness from which he was suffering was attributable to the performance of official duties in the service of the United Nations.

The Applicant also claims reimbursement of medical fees and pharmaceutical costs, compensation for the deterioration of his health and damages for mental and moral injury.

V. The Applicant, whose medical rating at the time he entered the service in 1958 was 1-A, contends that while serving in the Congo in 1961 he contracted



a tropical virus disease which necessitated his repatriation to Greece on medical grounds, and that he had recurring attacks of the same illness subsequently.

VI. An examination of the Applicant's official status file shows that after his illness in the Congo in 1961 he was medically examined and found fit for work. In a letter from the Medical Director of the United Nations to the Field Operations Service dated 20 October 1961, it is stated:

"We have received a medical report from Dr. Papandoniou [*sic*] to whom we referred Mr. Gallianos when he was repatriated to Athens from the Congo on medical grounds. Mr. Gallianos was seen by Dr. Papandoniou [*sic*] and also by a neuro-psychiatrist on 9 October 1961, at which time nothing abnormal was found and both physicians considered him fit for work. Therefore, sick leave will be approved only through 9 October 1961 . . .".

Thereupon<sup>o</sup> the Applicant wrote to the Chief of the Field Service in New York as follows:

"I wish to inform you that I passed the medical examination and I was found fit for duty. Dr. E. Papantoniou took care of it.

"Therefore I am awaiting for your instructions as I am ready to undertake service wherever you would like me to go . . ."

It appears from the above that the Applicant had no abnormal health condition and that the doctors did not find any serious illness disabling him from further service. The plea that the Applicant contracted an illness attributable to his service in the Congo is not borne out by the medical report quoted above.

VII. The Applicant's plea that he had a recurrence of illness in the first half of 1965 and that the illness was service-incurred was referred to a medical board including a doctor nominated by the Applicant, another nominated by the Medical Director of the United Nations and a third chosen by the other two. The medical board was of the opinion that "the patient's symptoms . . . cannot be medically detected and most probably, can be due to psychological reactions caused by his having received the papers for the non-renewal of his contract", and decided that the Applicant should be referred to a hospital for a medical check-up.

The panel of doctors, after reviewing the report of the Evangelismos Hospital where the Applicant had been examined, came to the conclusion that they did not believe that the Applicant was "unfit for work due to his general condition".

VIII. The Applicant relies on the law of certain countries relating to industrial accidents, diseases, etc., and argues that as the illness arose during his service with the United Nations in a tropical region, it should be regarded as service-incurred. The law applicable to the case is contained in Appendix D to the Staff Rules, which provides in article 2 that "compensation shall be awarded in the event of death, injury or illness of a staff member which is attributable to the performance of official duties on behalf of the United Nations . . ." and goes on to state in article 3 that "the compensation payable under these rules shall be the sole compensation to which any staff member or his dependants shall be entitled in respect of any claim falling within the provisions of these rules". It follows that the only law applicable to the case is the law contained in Appendix D to

the Staff Rules and not the common law or the law of certain countries relating to industrial accidents, diseases, etc. Therefore, mere illness during service with the United Nations is not enough to claim compensation. It should also be established that such illness is attributable to the performance of official duties on behalf of the United Nations.

IX. The Tribunal finds that the appropriate procedures prescribed in Appendix D to the Staff Rules have been observed by the Respondent and that his decision is based on the recommendation of the competent medical authorities. Therefore in the light of the conclusions reached by the medical board, the Tribunal cannot go into the relative merits of the other medical certificates produced by the Applicant.

In the absence of any violation of the rules and procedures prescribed or of an error apparent on the face of the records, the Tribunal upholds the administrative decision based on the recommendation of the Advisory Board on Compensation Claims.

X. The Tribunal notes, however, that in the report of the medical board dated 15 November 1966, it is stated that the board "is not in a position today, due to the lack of documents, to decide about an illness which commenced on 30 June 1965". The panel of doctors who expressed their opinion on the report of the Evangelismos Hospital also stated: "We are not in a position to say whether the symptoms are due to the living and working conditions under which Mr. E. Gallianos had to live as we have no personal information about them".

In the *Field Administration Handbook* designed to assist United Nations field offices, particularly special missions and information centres, detailed instructions for medical examination under Staff Rule 104.15 have been issued. In paragraph 3, dealing with exit medical examinations, it is stated:

"Medical examinations are required for staff departing field missions on separation:

"(a) when last medical examination was carried out more than three months previous to separation;

"(b) when latest medical examination was less than three months previous to separation, in case of illness or accident for which there might be claims for pension disability benefits or compensation for service-incurred disability."

In reply to a query from the Tribunal, the Respondent stated in a cable as follows:

"Evangelos Gallianos did not repeat not have exit medical examination stop his medical file gives no information on why this examination not done stop last medical examination was in June 1963".

It is unfortunate that in spite of clear instructions, no exit medical examination was conducted in the case of the Applicant, particularly since he complained of sickness and was actually on sick leave at the time of separation. It is true that Staff Rule 104.15 makes it optional for the Administration to call for such medical examinations. In the facts and circumstances of this case, an exit medical examination at the time of separation would have been appropriate.

XI. In view of the decision taken by the Tribunal in paragraph IX above, the Tribunal rejects the Applicant's claims for reimbursement of medical fees

and pharmaceutical costs, for compensation for deterioration of his health, and for damages for mental and moral injury.

The Tribunal also rejects the claim for costs and legal fees.

XII. The application is rejected.

(Signatures)

R. VENKATARAMAN  
President

CROOK  
Vice-President

Suzanne BASTID  
Member

Geneva, 22 May 1969

Z. ROSSIDES  
Member

Jean HARDY  
Executive Secretary

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## Judgement No. 130

(Original: French)

Case No. 126:  
Zang-Atangana

Against: The Secretary-General  
of the United Nations

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*Suspension without pay and dismissal for misconduct of a staff member holding a fixed-term contract.*

*Some pleas were not submitted to the Joint Appeals Board and are not receivable.*

*Request for the rescission of the decisions to suspend the Applicant without pay and to dismiss him for misconduct.—Disciplinary measures taken without reference to a Joint Disciplinary Committee.—A preliminary investigation was conducted.—The Tribunal has the right to ascertain whether a procedure respecting the rights of the defence was followed.—Belated agreement of the Applicant to comply with a transfer order.—Disregard of this change of position in the reasons for the disciplinary measures given to the Applicant.—For a disciplinary measure to be valid, the reasons for it must be stated with a reasonable degree of precision and with due regard for the facts, particularly in the case of a staff member who does not have the guarantees provided by referral to a Joint Disciplinary Committee.—Staff members serving away from Headquarters and the United Nations Office in Geneva do not have the benefit of the Joint Disciplinary Committee procedure.—Need for the establishment of an equivalent procedure for these staff members.—The contested decisions do not satisfy the requirements of a procedure respecting the rights of the defence and are not well founded.—It is impossible to order the reinstatement of the Applicant.—Award to the Applicant of a \$3,000 indemnity for the injury sustained.*

*The rest of the application is rejected.*

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THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. R. Venkataraman, President; Madame Paul Bastid;  
Mr. Louis Ignacio-Pinto;