

Counsel for Appellant: Self-represented

Judgment No. 2024-UNAT-1503

8. On 25 February 2023, Mr. Issa e-mailed several staff members to inform them of his intention to take annual leave from 13 to 27 March 2023.

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West Bank, issued an e-mail to all staff members—including Mr. Issa—informing them of a second strike called to begin on 4 March 2023 and advising that staff members who wished to work should so indicate to the FHRO and to report to work on 4 March 2023. The e-mail confirmed that staff members who did not report to work would not be paid.⁴

- 15. On 15 September 2023, Mr. Issa filed an application with the UNRWA DT, contesting the decision to place him on strike leave and requesting the restoration of all entitlements lost as a result of the contested Decision. Mr. Issa argued that he had reported twice that he was not participating in the strike and missed the e-mail deadline only because he was on annual leave and did not have access to his official e-mail address.⁷
- 16. The UNRWA DT noted that during the strike, the UNRWA E-Time Management system remained partially operational and continued to provide access to pay slips. Therefore, the UNRWA DT found that Mr. Issa should have known by 7 April 2023 that he had not been paid his salary for March, making 7 April 2023 the start of the 60-day period to submit an RDR. Consequently, the deadline for submitting a request for review was 6 June 2023; however, Mr. Issa did not submit his RDR until 5 July 2023. The UNRWA DT concluded that the case was not receivable by way of summary judgment.8
- 17. On 17 November 2023, Mr. Issa filed an appeal against the impugned Judgment with the Appeals Tribunal, to which the Commissioner-General responded on 26 January 2024.

- 18. Mr. Issa requests that the Appeals Tribunal rescind the administrative decisions to place [him] on strike leave and withhold [his] salaries and related entitlements for the months March, April, and May 2023.
- 19. Mr. Issa submits that the UNRWA DT erred on a question of fact by setting 7 April 2023 as the date of the contested Decision. Mr. Issa argues that the time limit should be reset to 7 May and 7 June 2023, as

⁷ Impugned Judgment, paras. 12-13.

^{8 ,} paras. 17-20.

constitutes a separate administrative decision.9 Mr. Issa further argues that since the nonpayment of his salary during April and May also had direct legal consequences on his rights and obligations, the 60-day time limit should start running from 7 June 2023.10 Mr. Issa claims that because he did not receive any notification and was unaware of these decisions, they were implied administrative decisions.

20. Mr. Issa claims that

and he should have realized that

he had been placed on a three-month strike leave and would not receive payment for the entire period based solely on the non-Mr. Issa contends that he did not become aware of the contested Decision until 17 June 2023, after returning to duty.

21. Mr. Issa argues

determining the receivability of his application. Mr. Issa contends that by deciding that the time limit began on 7 April 2023, the UNRWA DT made a presumption that his salaries and entitlements would be withheld after that date but the UNRWA DT has no jurisdiction to hear

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- 22. Mr. Issa acknowledges that the E-Time Management system was partially operational during the strike but argues that the UNRWA DT exceeded its jurisdiction by considering it as evidence. He contends that the UNRWA DT was not permitted to evaluate any evidence or argument the application was deemed non-receivable. 12
- 23. Mr. Issa submits that the UNRWA DT erred on a question of law by using the summary judgment procedure to address the issue of receivability. Instead, the issue of receivability should have been determined as a matter of law. 13

⁹ Mr. Issa relied on

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, Judgment No. 2017-UNAT-794,
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, Judgment No.

²⁰¹⁸⁻UNAT-877, para. 16.

¹⁰ Mr. Issa cited para. 28.

¹² Mr. Issa relied on 986, para. 31.

[.] Judgment No. 2018-UNAT-842, para, 42. , Judgment No. 2020-UNAT-

[,] Judgment No. 2013-UNAT-313, para. 23; , Judgment No. 2015-UNAT-557, para. 42.

Judgment No. 2024-UNAT-1503 24. The Commissioner-General requests that the Appeals Tribunal uphold the impugned its entirety.

uncertainty about whether the dependent spouse allowance for the applicants would be reduced or abolished, which meant there was no direct negative impact on their terms of employment. In contrast, in this case, there was no uncertainty; the WBFO staff members were clearly informed they would not be paid while on strike leave.

- 30. The Commissioner-General asserts that the UNRWA DT did not exceed its competence when considering the E-Time Management System as evidence. Instead, this fact that the E-Time Management System was partially functional so that Mr. Issa was able to check his pay slips was part of the record before the UNRWA DT which Mr. Issa had never disputed at any stage of the proceeding.
- 31. The Commissioner-General claims that the UNRWA DT has appropriately ruled on the issue of receivability as a matter of law by way of summary judgment under Article 5 of the Rules of Procedure of the UNRWA DT (UNRWA DT Rules).¹⁶
- 32. The Commissioner-General concludes that there is no basis for considering the reliefs sought by Mr. Issa, as he failed to establish any reversible errors by the UNRWA DT, and the merits of the case have yet to be

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41. affirm	Mr. Issa ned for different reason		and Judgment	: No. UNRWA/[OT/ 2023/ 041 is he	reby
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