

Introduction

1. The Applicant is a former staff member of the United Nations Children's Fund (UNICEF). On 23 November 2015, he filed an application before the United Nations Dispute Tribunal (UNDT) challenging what he describes as the termination of his fixed-term appointment.
2. The Respondent filed a reply to the application on 9 December 2015 in which it was argued that the application was not receivable.
3. On 6 January 2017, the Tribunal issued Judgment No. UNDT/2017/002 in which it held that the Applicant's claims in relation to allegations of bullying, harassment, intimidation and abuse of authority by his supervisor and the UNICEF Country Representative were receivable. The Tribunal also required the Respondent to file a substantive reply to those allegations by 13 January 2017.
4. The Respondent filed the reply on 11 January 2017.
5. On 5 February 2017, the Applicant filed a motion seeking leave to respond to the

- a. “the undue and unfair treatment meted upon [him] by [his] Supervisor Benjamin Samuel Fisher, CFO Bor” including intimidation and bullying;

21. Meetings were held with the Applicant on 8 and 9 June 2015 which included the HR Manager, Operations Manager and Chief of Operations.

22. On 11 June 2015, following efforts at informal resolution, the Applicant provided further allegations in a “Diary of events” transmitted to OIAI.

23. Informal efforts at resolution were unsuccessful.

24. By management evaluation request dated 12 July 2015, the Applicant appended the “diary of events” and amplified a number of his allegations.

25. UNICEF does not consider that the complaints amount to allegations of harassment, abuse of authority or discrimination.

26. Ultimately, UNICEF and the Applicant concluded a settlement agreement. Following communication of some later reticence about the agreement, the Applicant confirmed that he intended to be bound by it.

27. The separation agreement provides consideration in exchange for not contesting his separation or any other decision connected thereto. The agreement embodied a mutual understanding that it would finally resolve the Applicant’s complaints and ensure his amicable departure from UNICEF.

28. The Applicant provided no indication, in the agreement or subsequent to it, that he nevertheless expected UNICEF to provide redress for discrete allegations of harassment or abuse of authority. The agreement precludes: (i) contestation of the Applicant’s itemized complaints pertaining to job performance, which may relate to separation; or (ii) further compensation for separation.

29. The Applicant identifies no violations of CF/EXD/2012-007. The Applicant invoked both informal and formal processes. Neutral third parties were involved in informal resolution and a calm and respectful discussion followed on the part of UNICEF. UNICEF’s independent OIAI discussed the matter with the Applicant but concluded that it did not merit a comprehensive review and was not a well-founded allegation of prohibited conduct. It proposed an alternative recourse, which was pursued.

40. The Tribunal further notes that the Applicant and UNICEF subsequently concluded a settlement agreement in which the Applicant agreed to withdraw all his complaints related to his separation from UNICEF. The Applicant now alleges that he was forced to sign the separation agreement. He has provided no evidence of this alleged duress. The Respondent, however, in Annexes R3 and R4 to the reply, filed a series of email exchanges between the Applicant and UNICEF management in which the Applicant described his grievances, his efforts at informal resolution of those grievances in accordance with CF/EXD/2012-007, his waiver of claims and desire to be bound by the terms of the separation agreement.

Judgment

41. Having found that the Applicant's allegations of bullying, harassment, intimidation and abuse of authority by his supervisor and the UNICEF Country Representative were adequately addressed, the Tribunal hereby dismisses this application in its entirety.