

Judgement No. 307

*(Original: English)***Case No. 280:
Mensa-Bonsu****Against: The Secretary-General
of the United Nations**

Request by a former staff member of the United Nations to rule that the decision not to extend his fixed-term appointment was in fact termination under staff rule 109.1 (b) and that he was therefore entitled to a termination indemnity pursuant to staff regulation 9.3 (e). Request that, as preliminary measures, the Tribunal should ignore reports and rebuttals prepared on Applicant's service during the period of his suspension from duty pending investigation pursuant to staff rule 110.4.

Conclusion of the Joint Appeals Board that the Applicant was not terminated but that his fixed-term appointment was permitted to expire, that he had no legal expectation of continued employment, that the suspension from duty did not adversely affect his rights and that there was no obligation for the Secretary-General to resort to disciplinary measures.

Rejection of the request for preliminary measures, as the Tribunal feels obliged to take into account the reports and rebuttals in question as relevant to the questions whether the Applicant had a legitimate expectancy of the renewal of his appointment and whether the decision was vitiated by prejudice or lack of due process.

Question of termination within the meaning of staff rule 109.1 (b).—The Tribunal finds that the Applicant's separation resulted from the expiry of his fixed-term appointment and that he is not entitled to payment of a termination indemnity.—Consideration of existence of legitimate expectancy of renewal.—Absence of any contractual right to renewal and of any evidence that expectancy of continued employment might have been created by any conduct of the Administration.—Finding by the Tribunal that the Applicant had no legitimate expectancy of renewal.—Contention of the Applicant that the decision was based on prejudice and lack of due process.—Judgements No. 112 (Yáñez) and 128 (Al-Abed).—Difference from the latter case in that the Applicant had an opportunity of discussing with senior officers his alleged misconduct.—The Tribunal finds no evidence of breach of good faith.—Contention that under staff rule 110.4 the Applicant had a right to an investigation of alleged misconduct.—The Tribunal holds that the Applicant had no right to the continuation or completion of investigation after the expiry of his appointment.—Contention rejected.

Application rejected.

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,

Composed of Mr. Endre Ustor, President; Mr. Arnold Kean, Vice-President; Mr. Roger Pinto; Mr. T. Mutuale, alternate member;

Whereas, at the request of Jeffrey O. T. Mensa-Bonsu, a former staff member of the United Nations, the Tribunal (or its President), with the agreement of the Respondent, successively extended to 26 February 1981, 21 September 1981, 9 January 1982, 6 April 1982 and 6 May 1982 the time-limit for the filing of an application to the Tribunal;

Whereas, on 6 May 1982, the Applicant filed an application the pleas of which read as follows:

“(a) *Preliminary Measure*

“The Applicant requests the Tribunal, for the purpose of these proceedings, to ignore or discount any performance report, special reports and rebuttals prepared and issued in respect of the Applicant’s service between 27 September 1975 and 30 March 1976 (that is, during the period of Applicant’s suspension on half-pay pending investigation under Staff Rule 110.4) on the premise that his termination was not based on unsatisfactory performance and that such reports are totally irrelevant to the subject of the present application.

“(b) *Substantive Measure*

“1. The Applicant requests the Tribunal to rule that his separation from the Organization was initiated by the Secretary-General within the meaning of Staff Rule 109.1 (b), and therefore, in accordance with Staff Regulation 9.3 (a), he is entitled to termination indemnity in accordance with the rates and conditions specified in Annex III of the Staff Regulations.

“2. The Applicant also requests the Tribunal to order the payment of supplementary compensation equivalent to his net base salary at G-1 (Step IV), computed from the date of his separation from the Organization (31 March 1976), to the date of his final departure from the United States (28 December 1976), in restitution for loss of salary and employment and reparation for prejudice suffered as a result of Respondent’s arbitrary decision to terminate his appointment.”

Whereas the Respondent filed his answer on 21 October 1982;

Whereas, on 10 January 1983, the Applicant filed written observations in which he requested the Tribunal

“to consider the following supplementary substantive measures:

“(a) Applicant requests the Tribunal to rule that Respondent contravened Staff Rule 110.4 by failing to conduct an investigation into the alleged misconduct.

“(b) Applicant further requests the Tribunal to give a ruling on the juridical necessity of conducting such an investigation even *after* a staff member’s separation from the Organization.

“(c) On the basis of (b) above, Applicant requests the Tribunal to order an investigation into the alleged misconduct, in accordance with Staff Rule 110.4.”

Whereas the facts in the case are as follows:

The Applicant joined the United Nations on 13 July 1970, served under a succession of short-term and fixed-term appointments and, on 18 March 1971, was granted a probationary appointment at the G-1 level as a Messenger in the Mail Operations Unit, Communications, Archives and Records Service, Office of General Services. In his first two periodic reports, covering the periods 13 July 1970–1 July 1971 and 1 July 1971–1 May 1972 respectively, he was rated as “an efficient staff member giving complete satisfaction”. Having been recommended for a permanent appointment but being unable to receive medical clearance for such an appointment, the Applicant resigned his probationary appointment on 4 August 1972 and was reappointed under a fixed-term appointment for one year on 8 August 1972. In a third periodic report, for the period 8 August 1972–11 May 1973, he was again rated as “an efficient staff member giving complete satisfaction”. In his fourth periodic

report, however, covering the period 11 May 1973–2 August 1974, the Applicant, whose appointment had been extended for one year and 24 days on 8 August 1973, was rated as “a staff member who maintains only a minimum standard”; as first reporting officer the supervisor of the Messenger Unit commented:

“During the period covered by this report, Mr. Mensa-Bonsu’s performance has deteriorated since his previous report. Staff member has failed on numerous occasions to notify his supervisors when he could not attend the office. On some of these occasions Mr. Mensa-Bonsu could be contacted only with great difficulty on the initiative of the organization and he was not responsive to constructive criticism in this regard.”

On 1 August 1974 the Applicant’s within-grade salary increment was withheld. On 27 August 1974 the Applicant filed a rebuttal to his fourth periodic report. After an investigation by a three-member panel, the periodic report was sustained on 18 September 1974 by the Assistant Secretary-General for General Services. In the meantime the Applicant’s appointment had been extended for one month on 1 September 1974. On 1 October 1974 the appointment was extended for three months and on 1 January 1975 it was extended for another three months. In his fifth periodic report, covering the period 2 August 1974–31 March 1975, the Applicant was rated as “a staff member who maintains a good standard of efficiency”. On 1 April 1975 his appointment was extended for one year. In September 1975 the Applicant was involved in an incident which the Drug Enforcement Administration of the United States Department of Justice subsequently described as follows:

“On September 22, 1975, U.S. Customs discovered approximately thirty pounds of marijuana concealed in false compartments within a suitcase that had arrived at the Pan Am Cargo Building at JFK International Airport from Accra, Ghana aboard Pan Am flight # 185. The suitcase was consigned to Jeffrey Mensah-Bonsu, United Nations Headquarters, Room 1904, New York, N.Y. 10017. The Airway Bill indicated that it had been shipped by one Lydia Omusu, P.O. Box 8241, Accra North, Ghana. It was subsequently determined from a Mrs. Chin, a United Nations messenger dispatcher, that Mr. Mensah-Bonsu was employed as a messenger for the United Nations and had no diplomatic privileges. Assistant United States Attorney Bernard Fried, Chief of the Narcotics Section, Eastern District of New York was apprised of the above facts.

“On September 25, 1975 at about 8:00 PM, Mensah-Bonsu arrived at the Pan Am Cargo Building at JFK International Airport, where he claimed the suitcase containing the marijuana, at which time he was placed under arrest by Special Agents of this office. Mr. Fried was again contacted and advised of Mensah-Bonsu’s arrest. Mr. Fried declined federal prosecution in favor of local prosecution in the New York State Court. Mensah-Bonsu and the suitcase containing the marijuana were then turned over to New York/New Jersey Port Authority Police Detective James O’Neil for prosecution in state court. At the present time the case against Mensah-Bonsu is pending in the Queens County Criminal Court, Queens, New York.”

On 29 September 1975 the Applicant was interviewed by a Personnel Officer of the Office of Personnel Services in the presence of the Administrative Officer of the Office of General Services. According to the Personnel Officer,

“Asked how it was that his name appeared on the package containing the ‘smuggled goods,’ Mr. Mensa-Bonsu indicated that he again wished to emphasize that his name was used by his friend without his knowledge or prior authorization. He clearly indicated that he did not know the contents of the package and had become annoyed on discovering that his name had been used by his friend but agreed to go to the airport to pick it up as a favour.”

On 30 September 1975 the Personnel Officer reported the interview to the Deputy Chief of Staff Services who, on 2 October 1975, recommended to the Assistant Secretary-General for Personnel Services that the Applicant be suspended from duty with half pay pending investigation under Staff Rule 110.4. On 1 October 1975, in connexion with the Applicant’s eligibility for a within-grade salary increment, his supervisor sent to the Chief of the Communications, Archives and Records Service, who forwarded it to the Executive Officer of the Office of General Services, a special report in which he evaluated the Applicant as “a staff member who on the whole is not a satisfactory staff member” in view of his “record of unreliability of attendance and irresponsibility of attitude”. A copy of this special report was given to the Applicant on 6 October 1975. On the same day the Assistant Secretary-General for Personnel Services addressed the following memorandum to the Applicant:

“I have been advised of the incident which took place on 25 September 1975, as a result of which you were apprehended, detained and brought to Court on 26 September 1975. You were subsequently released without bail and a summons was handed to you, ordering you to appear before the Criminal Court of the City of New York on 21 October 1975.

“In view of the seriousness of the incident, which casts great doubt on your integrity as required of an international civil servant, you are hereby suspended from duty with half pay pending investigation under Staff Rule 110.4. Your suspension from duty is without prejudice either to your rights as a staff member or to any disciplinary measures which may be decided upon by the Secretary-General.”

On 9 October 1975 the Executive Officer of the Office of General Services sent the special report of 1 October 1975 to the Personnel Officer together with a recommendation that the Applicant’s salary increment be withheld and that his services be terminated. From two memorandums dated 12 November 1975 and 19 December 1975 respectively from the Personnel Officer to the Deputy Chief of Staff Services, it appears that the recommendation of the Office of General Services “to terminate Mr. Mensa-Bonsu’s appointment for unsatisfactory service” was held in abeyance pending the outcome of the Court hearing, which had been postponed from time to time. On 26 February 1976 the Applicant attended a meeting with the Chief and Deputy Chief of Staff Services, the Personnel Officer and the Consul of the Permanent Mission of Ghana to the United Nations. According to a Note for the file prepared by the Personnel Officer,

“ . . .

“3. At the meeting the following main points were brought out by Mr. Mensa-Bonsu:

“(a) Mr. Mensa-Bonsu was innocent of the dangerous drug charge as his name which appeared on the package with the illegal contents was used

without his consent and Mr. Mensa-Bonsu went to the airport only as a favour to his friend who had used his name;

“(b) The party for whom the package was, in fact, intended engaged a defense lawyer for Mr. Mensa-Bonsu in recognition of the staff member’s innocence. As this party failed to adequately pay the defense attorney, the staff member did not appear at court as he had no attorney to represent him; thus the outstanding warrant for his arrest.

“4. At the meeting Mr. Chang [Chief, Staff Services] made the following points:

“(a) It was not up to the Office of Personnel Services to determine the guilt or innocence with respect to the charges made by the U.S. authorities against Mr. Mensa-Bonsu for violations of U.S. law;

“(b) It was, however, the obligation of the staff member to observe local law and if his presence was legally required before a U.S. judicial court, the staff member must appear;

“(c) If a staff member did not comply, due note would be taken of his actions and grounds for misconduct considered. In such a case the U.N. administrative machinery for dealing with disciplinary cases would be followed and the staff member would be subject to disciplinary measures if his conduct was found to be unsatisfactory;

“(d) As an international organization, the United Nations could not condone actions of its staff members which violated the laws of the host country.

“5. In response to the question from Mr. Chang as to whether it was Mr. Mensa-Bonsu’s intention to report to the court as required, the staff member replied that he intended to report to the court. Mr. Mensa-Bonsu added, however, that if the Organization wished, he would be prepared to accept separation from the service.

“6. Mr. Chang advised the staff member that

“(a) If he chose to resign, his resignation would be accepted and that as he had been on suspension with half pay since 6 October 1975 any previous salary due to him would be paid; and that

“(b) If the staff member chose not to resign but await the outcome of his court case, whatever verdict was reached by the court would be duly noted by the U.N. and the consequent appropriate action taken. The staff member was informed that in any event it was the intention of the United Nations not to renew his current fixed-term appointment when it expired on 31 March 1976.

“ . . . ”

On 9 March 1976 the Applicant submitted a rebuttal to the special report of 1 October 1975. Following a study of the rebuttal by a three-member panel, the Assistant Secretary-General for General Services, on 30 March 1976, concluded on the basis of his review of the case and on the advice of the panel that the special report was fair and just. On 31 March 1976 the Applicant’s suspension with half pay was rescinded, he was reinstated to full pay status as from 6 October 1975 and his appointment expired without being renewed. On 7 April 1976 the Applicant submitted a “petition for compensation” in respect of his separation from the Organization. On 15 April 1976 he submitted another petition in which he requested that the matter be referred to the Joint Appeals Board. This petition was treated as a request for review by the Secretary-

General under Staff Rule 111.3 (a) and on 26 April 1976 the Assistant Secretary-General for Personnel Services replied to the Applicant that, having reviewed his case, the Secretary-General had decided to take no further action in the matter. On 24 May 1976 the Applicant lodged an appeal with the Joint Appeals Board, which submitted its report on 18 July 1979. The Board's conclusions and recommendation read as follows:

“Conclusions and recommendation

“69. The Board finds that the appellant was not dismissed from service but that his fixed-term appointment was permitted to expire.

“70. The Board finds also that there had been no assurances made to the appellant concerning the renewal of his contract, either express or implied and that consequently, there was no legitimate expectancy of continued employment created in his favour.

“71. The Board finds that the appellant's suspension from service, pursuant to Staff Rule 110.4 did not, in the final analysis, adversely affect his rights.

“72. The Board agrees that the contested special report of 1 October 1975 which had been rebutted by the appellant, was duly reviewed by an ad hoc panel, appraised by the Head of the Department, and sustained, in accordance with the requirements of due process.

“73. The Board also agrees that the appellant's allegation of malicious persecution cannot be sustained.

“74. The Board finds that the Organization had valid grounds for the decision taken, independently of the outside charges which, if substantiated, might have justified disciplinary sanctions, and that this decision was neither arbitrary nor tainted by improper motivation. The Board also agrees that there was no obligation on the Secretary-General to resort to disciplinary measures, as a legitimate rationale for alternative action existed.

“75. The Board therefore makes no recommendation in support of this appeal.”

On 14 September 1979 the Assistant Secretary-General for Personnel Services advised the Applicant that the Secretary-General had re-examined his complaint in the light of the Board's report and had decided to maintain the decision of non-renewal of his fixed-term appointment. On 6 May 1982 the Applicant filed with the Tribunal the application referred to earlier.

Whereas the Applicant's principal contentions are:

1. The Respondent initiated the Applicant's separation from the Organization within the meaning of Staff Rule 109.1 (b).

2. The oral communication to the Applicant by the Chief of Staff Services on 26 February 1976 (subsequently confirmed in writing) to the effect that it was not the intention of the Organization to renew his fixed-term appointment when it expired on 31 March 1976, was tantamount to a termination notice in accordance with Staff Rule 109.3 (b).

3. Although the Applicant's separation coincided with the date of the expiration of his fixed-term appointment, the decision to terminate his appointment was based on prejudice, in disregard of the right of due process.

4. The decision to terminate the Applicant's appointment was arbitrary and in violation of the right of due process.

5. The grounds for termination were the Applicant's alleged misconduct involving United States legal authorities, a misconduct of which he was innocent, and the apparent delay on the part of the New York Courts to reach a verdict.

Whereas the Respondent's principal contentions are:

1. The Applicant was separated from service as the result of the expiration of his fixed-term contract. The Applicant is therefore not entitled to a termination indemnity or other compensation based on termination of a fixed-term appointment.

2. Suspension pending investigation by the Administration pursuant to Staff Rule 110.4 of a criminal charge instituted against the Applicant by the United States Authorities does not create a right of continued employment beyond the expiration date of the Applicant's fixed-term appointment.

The Tribunal, having deliberated from 16 May to 6 June 1983, now pronounces the following judgement:

I. The Applicant has requested, as a preliminary measure, that the Tribunal should ignore or discount any performance report, special reports and rebuttals prepared and issued in respect of the Applicant's service between 27 September 1975 and 30 March 1976, on the premise that his termination was not based on unsatisfactory performance and that such reports are irrelevant to the present application.

II. The Tribunal is, however, obliged to take those reports and rebuttals into account as being relevant to the questions whether the Applicant had a legitimate expectancy of the renewal of his fixed-term appointment and whether the decision of the Respondent not to renew that appointment was vitiated by prejudice or lack of due process, as the Applicant asserts.

III. For the foregoing reasons the Tribunal rejects the Applicant's request that it ignore or discount the above-mentioned reports and rebuttals.

IV. The Tribunal must consider whether the Applicant's service was terminated within the meaning of Staff Rule 109.1 (b). In its opinion, the Applicant's service was not terminated in this sense, inasmuch as his separation was the consequence of the expiration on 31 March 1976 of his fixed-term contract, resulting from the effluxion of time and not initiated by the Respondent. In consequence, the Applicant is not entitled to payment of a termination indemnity under Staff Rule 109.4.

V. The Applicant contends that the communication to him by the Chief of Staff Services on 26 February 1976 (subsequently confirmed in writing) of an intention not to renew the Applicant's fixed-term appointment when it expired was tantamount to a termination notice in accordance with Staff Rule 109.3 (b). The Tribunal cannot accept that contention and considers that the so-called notice was nothing more than a fair warning that the existing fixed-term contract would not be renewed upon its expiration.

VI. Had the Applicant a legitimate expectancy that his fixed-term appointment would be renewed? Under Staff Rule 104.12 (b), a fixed-term appointment does not carry any expectancy of renewal or of conversion to any other type of appointment. This provision was reproduced in the various letters of fixed-term appointment of the Applicant, including his final appointment for a period of one year from 1 April 1975. The Applicant was therefore familiar

with that provision and it was not the obligation of the Respondent to draw his attention to it, as suggested in the application.

VII. Has a legitimate expectancy of renewal of the Applicant's appointment been created, either expressly or by implication, by the conduct of the Administration? The Tribunal has found no trace of such an expectancy. It is true that, having been recommended for a permanent appointment but rejected on medical grounds, the Applicant held a succession of fixed-term appointments beginning with a one-year appointment from 8 August 1972, extended for a further one year and 24 days on 8 August 1973. In his periodic report covering the period 11 May 1973 to 2 August 1974 he was, in contrast with previous favourable reports, rated as "a staff member who maintains only a minimum standard", the first reporting officer commenting that the Applicant had failed on numerous occasions to attend the office without notifying his supervisors, that he could be contacted only with great difficulty, and that he was not responsive to constructive criticism in this regard. On 1 August 1974 the Applicant's within-grade increment was withheld, and on 27 August 1974 the Applicant filed a rebuttal of the previous periodic report. On 18 September 1974, after an investigation by a three-man panel, the periodic report was sustained by the Assistant Secretary-General for General Services. The next day, 19 September 1974, the Applicant wrote to the Assistant Secretary-General petitioning for a further contract for one or two years on compassionate grounds, including his family circumstances:

"I therefore humbly appeal to you once again in the name of Almighty God, to have sympathy and compassion upon me and consider me for a further contract for one or two years. I can, after that, complete solving every problem and then return to Ghana with my children."

This letter did not suggest any legitimate expectancy or supposed entitlement to renewal. It did, however, indicate that, if he obtained a renewal for one or two years he expected to be able to return to Ghana rather than continue in the service of the United Nations. Despite the failure of the Applicant's rebuttal of his periodic report, he was given an extension of his appointment for three months, with a promise that satisfactory performance would lead to consideration of a further extension. Another extension for three months was given on 1 January 1975 and in his fifth periodic report, covering the period 2 August 1974 to 31 March 1975, he was rated as "a staff member who maintains a good standard of efficiency". On 1 April 1975, his appointment was extended for one year.

VIII. The Tribunal observes that the Applicant had been in the employment of the United Nations for a period of almost six years when he was finally separated upon the expiration of his last fixed-term appointment, but that during that period he had had one unfavourable periodic report against which he had unsuccessfully filed a rebuttal. He received further renewal of his appointment only after making a plea on compassionate grounds in which he indicated that a further contract would enable him to return to Ghana. Subsequently, he received a favourable periodic report. There is no evidence that at any time he was given any assurance of continued employment such as might have created a legitimate expectancy of renewal of his appointment after 31 March 1976. The conclusion would be the same whether or not the Tribunal took into account the reports and rebuttals which the Applicant invites it to ignore or discount.

IX. The Tribunal holds therefore that the Applicant had no legitimate expectancy of the renewal of his fixed-term appointment.

X. The Applicant further contends that the Respondent's decision to "terminate" his fixed-term appointment was based on prejudice, and was arbitrary and in violation of his right of due process. In Judgement No. 112 (*Yáñez*), the Tribunal declared:

"In the present case, there are no grounds for examining the presumed or possible motives for non-renewal of the contract; for in order to give rise to the possibility of considering rescission of a discretionary administrative decision for misuse of power, on the basis of an inquiry into its motivation, that discretionary decision must impair a right or a legitimate expectation.

"On the other hand, the Tribunal cannot, in principle, undertake an examination of the reasons or grounds for a decision not to renew a contract where the administrative decision in question does not affect any right or legitimate expectation, as in the case of a staff member whose appointment ends simply because its period has expired."

But in Judgement No. 128 (*Al-Abed*) the Tribunal, having found that the Applicant had no legitimate expectancy of renewal of his fixed-term contract, also found that the Respondent had disregarded the principle of good faith in the relations between the parties. This, the Tribunal decided, had consisted of the separation of Al-Abed not so much on the basis of the exigencies of the service as on extraneous considerations with disciplinary implications arising from a private financial transaction. Before his separation, Al-Abed did not have the opportunity of discussing his conduct with his superiors, and therefore the Tribunal decided that he had suffered a wrong at the hands of the Administration.

XI. In the present case, the Applicant had in fact unsuccessfully rebutted his unfavourable periodic report of August 1974. After the local police had charged him on 25 September 1975 with unlawful possession of a dangerous drug, the charges were discussed with him by senior officers of the United Nations at a meeting on 29 September 1975, at which the Consul of Ghana was present. In this respect, his case differs from that of Al-Abed referred to in paragraph X above, who did not have the opportunity of discussing his questionable conduct with his superior officers. Mr. Mensa-Bonsu was given a copy of the special report of 1 October 1975 and immediately after the expiration of his fixed-term appointment on 31 March 1976 his case was reviewed by the Respondent. At no time was relevant information undisclosed to him and there is no evidence of prejudice against him. The Tribunal draws the conclusion that the decision not to renew his fixed-term contract was a valid exercise of the Respondent's discretion, not vitiated by breach of good faith, prejudice or lack of due process.

XII. The Applicant also contends that "he was coerced into resigning his appointment on the assumption that he was guilty as charged by the Queens County Criminal Court". The Tribunal finds that the Applicant did not in fact resign his appointment but was suspended with half-pay pending investigation of the charge, under Staff Rule 110.4.

XIII. The Applicant further contends that "termination was initiated in contravention of Staff Rule 110.4, under which he had the right to an investigation of the alleged misconduct; an investigation to the full extent of a determination of his innocence or guilt". The Tribunal is of the opinion that nothing in Rule 110.4 entitled the Applicant to the continuation or completion

of an investigation after he had ceased to be a staff member by virtue of the expiration of his appointment. The Tribunal notes further that the Respondent on 31 March 1976 rescinded the Applicant's suspension with half pay by reinstating him to full pay status as from 6 October 1975.

XIV. For the foregoing reasons, the Tribunal rejects—

(a) the Applicant's claim to termination indemnity and to supplementary compensation;

(b) the Applicant's request that an investigation of his alleged misconduct be ordered;

(c) all other claims and requests of the Applicant.

(Signatures)

Endre USTOR
President

Arnold KEAN
Vice-President

Roger PINTO
Member

Geneva, 6 June 1983

T. MUTUALE
Alternate Member

Jean HARDY
Executive Secretary

Judgement No. 308

Original: English

Case No. 282:
Karlik

Against: **The Secretary-General
of the United Nations**

Request by a staff member of UNIDO to recognize that he had a right to be promoted to the P-5 level when assigned to IOB (Inter-Organization Board for Information Systems and Related Activities), and to award him compensation for loss of income.

Conclusion of the Joint Appeals Board that the Applicant suffered unduly from the unclarified administrative status of IOB and that his career development suffered from the breach of a promise of promotion.—Recommendation that the Applicant be compensated for financial loss and that the Administration review his present and future career prospects.—Recommendation rejected.

Respondent's contention that the application, based on a promise given in 1972, was time-barred.—Staff rule 111.3.—The Tribunal finds that the decision denying promotion only became definitive upon the end of the Applicant's assignment to IOB on 1 November 1977.—Application declared receivable.

Question whether there was a contractual obligation of promotion to P-5.—Controversy about the nature of the Applicant's assignment to IOB.—Conclusion of the Tribunal that change of status from transfer to secondment was made to preserve the Applicant's security of employment and did not put in doubt the good faith of the Administration.—Status of IOB.—Conclusion that there was no contractual commitment to secure the Applicant's assignment to IOB at P-5 level.—In the absence of such commitment the claim for compensation fails.—The Tribunal finds no evidence that conclusions of the Appointment and Promotion Board were flawed by prejudice or lack of due process.—Consideration of reasons for termination of the