

Organisation internationale du Travail
Tribunal administratif

International Labour Organization
Administrative Tribunal

G.-K.
v.
OACPS

141st Session

Judgment No. 5114

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Ms D. G.-K. against the Organisation of African, Caribbean and Pacific States (OACPS) on 15 May 2023, the OACPS's reply of 20 July 2023, the complainant's rejoinder of 7 September 2023, corrected on 25 September 2023, and the OACPS's surrejoinder of 23 October 2023, corrected on 8 November 2023;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions and decided not to hold oral proceedings, for which neither party has applied;

Considering that the facts of the case may be summed up as follows:

The complainant challenges the decision of the Secretary General to terminate her employment contract.

The complainant joined the Organisation on 22 February 2016 as Secretary to the Assistant Secretary General, Head of the Department of Administration, Finance and Human Resources in the African, Caribbean and Pacific States (ACP) Secretariat, under a contract for an indefinite period. Article 11 of the contract stated that it was governed, *inter alia*, by the Belgian Law of 3 July 1978 on employment contracts and, consequently, the complainant was subject to the Belgian social security system.

On 22 March 2016, the complainant wrote to the Assistant Secretary General to request that the ACP regime apply to her conditions of service. She relied on a decision adopted by the ACP Council of Ministers in December 2013, which provided that: “Local category staff members who are neither nationals nor permanent residents of Belgium recruited by the ACP Secretariat henceforth may choose to be subject to Belgian social security laws or the ACP regime within the first three months of recruitment. This choice may be exercised only once.” On 16 June 2016, she was informed that her request could not be granted because she was a permanent resident of Belgium and did not have the choice of the law to be applied to her conditions of service. Accordingly, as a permanent resident of Belgium, the conditions of service (Belgian labour and social security laws) offered to her at the start of her employment would remain unchanged.

After the Organisation began a restructuring exercise in December 2019, staff members were informed, by a memorandum of 25 June 2020 that, as it had been announced by the Secretary General during a staff meeting of 22 June 2020, all staff employment contracts would be terminated on 31 December 2020.

By a letter dated 8 September 2020, the complainant was given notice of the termination of her employment contract effective 27 December 2020. She claims that, at a meeting of 21 December 2020, she was informed, along with other staff members, that new contracts would be offered to locally recruited staff between February and April 2021.

On 22 December 2020, the complainant was informed that on the occasion of the termination of her employment contract, she would receive a separation grant of 21,297.14 euros in accordance with Article 16 of the Staff Regulations. This amount was paid to the complainant on 28 December 2020.

On 8 January 2021, the complainant wrote to the Organisation seeking clarifications on a number of issues, in particular incorrectly completed forms, unpaid annual leave, the gross salary used to calculate her separation grant, and deductions made from her final payslip. On

1 February 2021, she enquired in writing if the Administration had the intention to offer her a new contract of employment.

On 13 July 2021, the complainant's counsel wrote to the Organisation. Reiterating the matters raised by the complainant on 8 January 2021, the complainant's counsel argued that the complainant's unjustified and abusive dismissal, as well as the breach of the promise of a new contract which had been made to her, gave rise to a claim for compensation. The complainant's counsel demanded that the Organisation proceed with the payment of such compensation or face judicial proceedings. The Organisation's counsel responded by letter of 27 July 2021. In a letter of 23 September 2021, the complainant's counsel reiterated the same demands made on 13 July 2021.

The complainant initiated proceedings before the French-speaking Labour Tribunal of Brussels which, by its Judgment delivered on 13 February 2023, declared that it had no jurisdiction to hear the case and ordered the complainant to pay the costs of the procedure together with a procedural compensation.

On 15 May 2023, the complainant filed the present complaint with the Tribunal impugning the 13 February 2023 decision rendered by the French-speaking Labour Tribunal of Brussels.

The complainant asks the Tribunal to quash the decision to terminate her contract and to order her reinstatement. She claims material and moral damages on several counts, and costs.

The OACPS asks the Tribunal to dismiss the complaint as irreceivable and unfounded in its entirety.

CONSIDERATIONS

1. In the complaint form, filed with the Tribunal on 15 May 2023, the complainant identifies the decision she impugns as the Judgment dated 13 February 2023, which was delivered by the Third Chamber of the French-speaking Labour Tribunal of Brussels. She indicates that she received that Judgment on 17 February 2023. Underlying that case was the decision by the OACPS to terminate the

complainant's then subsisting employment of indefinite duration, into which she had entered with that Organisation on 22 February 2016. As the facts reveal, the termination of the complainant's employment was done pursuant to a restructuring exercise to reduce staff numbers, and, thereby, the OACPS's operating costs. On 8 September 2020, the complainant was notified that her employment with the Organisation would terminate on 27 December 2020. This was done and she received a separation grant.

2. The complainant's account of the dispute which led to the present complaint, and indeed to her litigation in the French-speaking Labour Tribunal of Brussels, is that on 8 September 2021 and thereafter, she raised concerns she had about the accuracy of her termination benefits with the Organisation. She also asked to know the date on which a new contract of employment would have been issued to her. Her communications about these and related matters with the Organisation culminated in filing her case with the French-speaking Labour Tribunal of Brussels on 24 December 2021 and the Judgment of the Third Chamber of that Tribunal, which she impugns in this complaint. In that judgment, that Tribunal upheld the OACPS's contention that it was not competent to hear the case for lack of jurisdiction.

3. The OACPS raises receivability as a threshold issue. It submits, correctly, that this Tribunal has no competence to function as an appeal body to hear what is essentially an appeal from the First Instance Labour Tribunal of Brussels. Accordingly, the complaint is irreceivable.

4. In the foregoing premises, the complaint will be dismissed.

DECISION

For the above reasons,
The complaint is dismissed.

In witness of this judgment, adopted on 27 October 2025, Mr Michael F. Moore, President of the Tribunal, Sir Hugh A. Rawlins, Judge, and Ms Rosanna De Nictolis, Judge, sign below, as do I, René M. Vargas M., Registrar.

Delivered on 10 February 2026 by video recording posted on the Tribunal's Internet page.

MICHAEL F. MOORE

HUGH A. RAWLINS

ROSANNA DE NICTOLIS

RENÉ M. VARGAS M.