



reporting officers and two additional superv

THE UNITED NATIONS APPEALS TRIBUNAL

Judgment No. 2011-UNAT-184

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Concerning the decision not to renew the Appellant's contract

21. As stated by the judge of first instance, pursuant to rules 104.12 and 109.7 of the former Staff Rules, a fixed-term appointment does not carry any expectancy of renewal or of conversion to any other type of appointment. Ms. Jennings' allegation that the staff member who recruited her had given her assurances liable to create a well-founded expectation of contract renewal are not justified.

22. The Appellant furthermore alleges that the decision not to renew her contract was not based on lawful grounds. She mentions in particular the animosity of managers unhappy with her reporting of corrupt practices within the Procurement Division.

23. The Dispute Tribunal was not persuaded by Ms. Jennings' submission. It recalled in its judgment that the complaints addressed to the Office of Human Resources Management and the Ethics Office were filed after she had been informed that her contract would not be renewed and that those complaints were not successful since they were unsubstantiated.

24. On the contrary, the judge of the Dispute Tribunal considered that the decision not to renew the contract was lawfully based on the evaluation of Ms. Jennings' performance by her managers. On that matter, the Dispute Tribunal considered that there was no basis to question the assessment of the Applicant's performance as "partially meeting performance expectations", confirmed by the rebuttal panel constituted in accordance with administrative instruction ST/AI/2002/3 then in force.

25. The burden of proving that the grounds for non-renewal were unlawful lies with the staff member contesting the decision not to renew his or her contract, and the burden of proving that the judge of first instance erred on a question of fact, resulting in a manifestly unreasonable decision, lies with the Appellant. In the present case, Ms. Jennings has been unable to produce sufficient evidence to support her allegations that the Dispute Tribunal erred on questions of fact.

Concerning the other conclusions

26. Ms. Jennings submits other conclusions on issues separate from the decision not to renew her contract, which have not previously been submitted for management

