

Judgment No. 2011-UNAT-184

JUDGE JEAN COURTIAL, Presiding.

Synopsis

- 1. A fixed-term contract does not carry any expectancy of renewal or of any other type of appointment. The allegations of Ms. Andrea Jennings that the staff member who recruited her had given her assurances liable to create an expectation of her contract being renewed are not justified. While the Appellant contends that the United Nations Dispute Tribunal (UNDT or Dispute tribunal) erred on questions of law and fact by failing to agree that the decision not to renew her contract constituted retaliation against her for having filed complaints of harassment and abuse of authority, she does not provide evidence to justify her allegations.
- 2. Ms. Jennings' other conclusions relate to issues separate from the decision not to renew her contract. They have not previously been submitted for management evaluation. It follows that the Dispute Tribunal did not fail to exercise the jurisdiction vested in it by dismissing these conclusions as non-receivable.

Facts and procedure

3. Ms. Jennings was recruited by the Organization on 20 May 2008 for a position at the P-2 level in the Procurement Division of the Department of Management. Her 11-month contract expired on 19 April 2009. It was extended until 17 July 2009

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| reporting officers and two additional superv | |
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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