
UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/NY/2019/086

Judgment No.: UNDT/2020/177

Date: 12 October 2020

Original: English

Before: Judge Joelle Adda

Registry: New York

Registrar: Nerea Suero Fontecha

SOHIER

v.

SECRETARY GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:
Self-represented

Counsel for Respondent:
Alan Gutman, ALD/OHR, UN Secretariat

assertions in the form of a memorandum from the SRSG concerning the placement special leave with full pay of a staff member whose post is abolished on 30 June 2019 but who holds fixed-term appointments exceeding that date

22. The Applicant further states that the decision not to renew her appointment was tainted by ill-motive because she had expressed her difference of opinion with MINUJUSTH management with respect to the completion of a memorandum of understanding (“MOU”).

23. The Tribunal sees no evidence of any link between the Applicant’s divergent views concerning the completion of the MOU and the decision not to renew her fixed-term appointment. To the contrary, as discussed above, the contested decision was based on operational requirements and followed the Security Council’s decisions to withdraw MINUJUSTH.

24. The Applicant further states that she had expectations of continuity in the follow-up presence in Haiti and was entitled to the Administration’s support in finding placement for staff affected by downsizing. She states that several officers told her “she was needed beyond 15 October 2019” and her pass was extended until that date.

25. The Tribunal notes that, as recalled above, in application of staff regulation 4.5(c) and staff rule 4.13(c), the Applicant had no legitimate expectation of renewal of her fixed-term appointment. In this respect, the Appeals Tribunal has consistently held that a staff member only has a legitimate expectation of the renewal of his or her appointment when the Administration has made an express promise of such renewal. The jurisprudence requires this promise at least to be in writing (see, for instance, *Igbinedion* 2014-UNAT-411, para. 26).

26. There is no evidence in this case that MINUJUSTH made such a written promise.

27. The Tribunal further notes that there is no legal provision directing the Administration to find placement for staff members at the expiry of their ~~fixed~~ appointments. Staff rule 9.6(e) provides for the retention of staff whose contracts have been terminated following the abolition of their posts in certain circumstances. Given that the Applicant's contract was not terminated but instead ~~terminated~~, the Administration was under no obligation to find alternative placement for her.

28. The Applicant further contends that the notice of ~~renewal~~ did not state the reasons for the decision.

29. The Tribunal notes that the 28 May 2019 memorandum which formally communicated the nonextension of the Applicant's contract to her, clearly references Security Council Resolution 2466 (2019) and ~~the~~ withdrawal of MINUJUSTH. This reason is in line with previous communications between MINUJUSTH management and the Applicant concerning the abolishment of her ~~post~~, as discussed above.

30. In light of the above, ~~the~~ Tribunal finds that the decision not to renew the Applicant's ~~fixed~~ term appointment beyond its expiration was lawful.

