

Application

1. The applicant, a former staff member of the Office of the United Nations High Commissioner for Refugees (UNHCR), submitted an application to the United Nations Dispute Tribunal on 26 August 2009 in which she requested it to:
 - a. Rescind the decision in which UNHCR refused to renew the applicant's fixed-term contract, which expired on 31 December 2006;
 - b. Pay an indemnity in compensation for that unlawful action;
 - c. Reinststate her as a staff member of the United Nations in a post commensurate with her grade and skills.

Facts

2. The applicant joined UNHCR in May 2002 as a senior protection clerk (G-5) in Ankara, Turkey, on a temporary assistance contract of a few months' duration which was renewed several times until December 2003. After a break in service in January 2004, she received one contract for a month and a half and another for two weeks during 2004, still as a senior protection clerk (G-5). After another break from April 2004 to July 2005, the applicant again entered the service of UNHCR in

dated 21 December 2006, the applicant was formally notified that her contract would not be renewed beyond 31 December 2006.

6. On 29 December 2006, the applicant wrote to the Secretary-General to request an administrative review of the decision not to renew her contract.

7. On 31 December 2006, the applicant left the service of UNHCR. At that time, she was about six months pregnant.

8. By a letter dated 30 January 2007, the Officer-in-Charge of the Administrative Law

Judgment

15. The applicant, who was employed as a legal clerk with UNHCR in Ankara, comes before the Tribunal to challenge the decision not to renew her contract beyond 31 December 2006.

16. Although she claims that the contested decision is contrary to Turkish legislation and international law, it is clear that the internal regulations of the United Nations alone are applicable to disputes involving its staff members.

17. Provision 104.12(b)(ii) of the Staff Rules then in force stipulated that "the fixed-term appointment does not carry any expectancy of renewal or of conversion to any other type of appointment" and rule 109.7(a) provides that "a temporary appointment for a fixed term shall expire automatically and without prior notice on the expiration date specified in the letter of appointment."

18. The applicant submits that, because she was pregnant, the Administration could not refuse to renew her contract.

19. Chapter 6.3.1 of the Staff Administration and Management Manual (hereinafter referred to by its acronym SAMM) provides that staff members on active duty who hold an indefinite or a fixed-term appointment will be entitled to maternity leave with full pay for a total period of 16 weeks, comprising a pre-natal period and a post-natal period. The same chapter provides that wh

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Administration notes in its defence that the position she had occupied since July 2005 was financed from funds assigned to other posts and that that budget anomaly was unsustainable. Therefore, the Administration established that the decision not to renew the applicant's contract had been taken for sound management reasons and not for discriminatory reasons relating to her pregnancy.

27. It follows from the above that the applicant has not established the unlawfulness of the contested decision and therefore, without any need to rule on the admissibility of her application for reasons of time, there are grounds to reject it on the merits.

Decision

28. For these reasons, the Tribunal DECIDES:

The application is dismissed.

(signed)

Jean-François Cousin
Dated this 19th day of January 2010

Entered in the Register this 19th day of January 2010

(signed)
V́ctor Rodŕguez, Registrar, UNDT, Geneva