

UNDT/2010/218, Zuniga Rojas

UNAT Held or UNDT Pronouncements

The Respondent contended that the Applicant's appointment was not renewed because of financial and staffing considerations, namely the ending of temporary funding for the Applicant's position. The Applicant contended that this reason was not legitimate and that the decision was tainted by discrimination and based on other factors that were not disclosed to him. The Applicant claimed that the Respondent created an expectancy of renewal of his appointment as a result of the promises given to him by his supervisor. He further submitted that his due process rights were violated during an investigation that was carried out into an incident involving misplaced isotonic drinks that took place three months prior to the expiration of his contract. UNDT found that the Applicant's contract was not renewed as a result of the return of the Security Officers that he was hired to temporarily replace, and the cessation of the temporary assistance funds that were used to finance his salary. UNDT found that the reason for the non-renewal provided to the Applicant was valid and not tainted by any improper considerations. UNDT found that the Applicant was not unfairly discriminated against in the non-renewal of his contract. UNDT also found that the isotonic drinks incident and the initial inquiry into the incident had no role in the non-renewal of the Applicant's contract. UNDT further found that the Applicant did not have a legitimate expectation that his contract would be renewed beyond 4 June 2009. UNDT held that the contested decision was lawful.

Decision Contested or Judgment/Order Appealed

The Applicant contested the decision not to extend his fixed-term appointment with the Economic Commission for Latin America and the Caribbean ("ECLAC") beyond its expiration date.

Legal Principle(s)

Legitimate expectation of renewal: Whether a staff member has a legitimate expectation will depend on whether it can be established that anything said or done by the Administration amounted to a firm commitment to renew the contract so that in spite of the wording of her or his contract a staff member could reasonably have expected an extension. Comments relating to the performance appraisal, made in the course of the performance evaluation process, do not give rise to an expectation of renewal.

Outcome

Dismissed on merits

Full judgment

[Full judgment](#)

Applicants/Appellants

Zuniga Rojas

Entity

ECLAC

Case Number(s)

UNDT/NY/2009/140

Tribunal

UNDT

Registry

New York

Date of Judgement

28 Dec 2010

Language of Judgment

English

French

Issuance Type

Judgment

Categories/Subcategories

Non-renewal

Performance management

Performance evaluation

Applicable Law

Administrative Instructions

- ST/AI/2002/3
- ST/AI/371

Related Judgments and Orders

UNDT/2010/197

UNDT/2010/201