

UNDT/2020/070, Houenou

UNAT Held or UNDT Pronouncements

Upon review of the record, the Tribunal finds that no official commitment was made to the Applicant in writing which would give rise to a legitimate expectation of renewal of his temporary appointment. The erroneous approval by the OIC of Mission Support cannot be understood to create a legitimate expectation of the renewal. There was maladministration in terms of delay in communicating the error to the Applicant and the Respondent has provided compensation to the Applicant in that respect. The Applicant has failed to provide any evidence that the Administration's finding that there were no exceptional circumstances justifying the extension of his temporary appointment beyond 364 days was false. A loan of a post from one department to another does not constitute an express promise decision to renew an appointment. The Applicant did not seek management evaluation of the decision to outsource his function. The Tribunal is satisfied that the decision to outsource the Applicant's project was reasonable exercise of the Secretary-General's discretion in operational and budgetary matters.

Decision Contested or Judgment/Order Appealed

The Applicant, a former Engineer at the P-4 level, filed an application contesting the non-renewal of his temporary appointment with the United Nations Multidimensional Integrated Stabilization Mission in the Central African Republic ("MINUSCA") in Bangui beyond 30 September 2017.

Legal Principle(s)

A temporary appointment has a contractual status that carries no expectancy of renewal. The Tribunal may examine whether countervailing circumstances such as a legitimate expectation of a renewal or improper motives existed in the decision not to renew a staff member's appointment, which may have tainted such decision with

illegality. The onus is on the staff member to show a legitimate expectancy of renewal or that the non-renewal of his appointment was arbitrary or motivated by bias, prejudice or improper motive against the staff member. In order for a staff member's claim of legitimate expectation of a renewal of appointment to be sustained there must be a commitment in writing from the Administration to renew the appointment. The Administration has the obligation to correct its own errors. A recommendation for the extension of a contract cannot be construed as an "express promise" giving rise to contractual obligations. It is for the Organization to determine if these exceptional circumstances are present to renew a temporary appointment beyond 364 days. The Dispute Tribunal is required to consider whether the motives for the decision were proper.

Outcome

Dismissed on merits

Full judgment

[Full judgment](#)

Applicants/Appellants

Houenou

Entity

MINUSCA

Case Number(s)

UNDT/NY/2019/068

Tribunal

UNDT

Registry

New York

Date of Judgement

12 May 2020

Duty Judge

Judge Adda

Language of Judgment

English

French

Issuance Type

Judgment

Categories/Subcategories

Separation from service

Applicable Law

Administrative Instructions

- ST/AI/2010/4/Rev.1

GA Resolutions

- A/RES/55/232
- A/RES/59/289

Staff Regulations

- Regulation 4.5(b)

Staff Rules

- Rule 11.2(a)
- Rule 4.12(c)
- Rule 9.4

Related Judgments and Orders

2011-UNAT-138

2016-UNAT-660

2014-UNAT-411

2015-UNAT-503

2013-UNAT-367

2018-UNAT-849

UNDT/2014/137

UNDT/2010/005