



UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/NY/2016/020

Order No.: 191 (NY/2016)

8 August



Introduction

1. On 29 May 2016, the Applicant, a Security Officer at the S-2 level in the Sgewtkv{" cpf" Uchgv{" Ugtxkeg." Fgrctv o gpv" qh" Uchgv{" cpf" Ugewtkv{" *öFUUö+, New York, filed an application contesting a fgekukqp"ödtgcejkipi"vjg"gzrtguu"rtq okug" o c f g" d {" v j g" C f o k p k u v t c v k q p" í " v q" t g p g y" j k u" h k z g f-term appointment for two years [by renewing his appointment for only one year].ö

2. On 30 June 2016, the Respondent filed a reply to the application, submitting that the application is not receivable because the Applicant has not contested an appealable administrative decision. Should the Tribunal find the application receivable, the Respondent submits that it is without merit.

Consideration

3. It is undisputed that on 1 September 2015, the Executive Office of DSS sent the Applicant an email that stated:

This is to confirm that [vjg"Cr r nkecpvøu_"uwr gtxkuqtu" jcxg"eqnfirm ed barring unforeseen circumstances, it is the intention of the Department to extend the fixed-term appointment of [the Applicant] for another two year period.

4. The parties disagree as to whether this email should be regarded as an express promise to t g p g y" v j g" C r r n k e c p v ø u" h k z g f-term appointment for two years.

5. It is also undisputed that on 7 December 2015, the Applicant was offered an extension in the form of a one year fixed-term appointment.

6. The Applicant submits that the decision to renew his appointment for one year instead of two was retaliatory, stating:

í "no unforeseen circumstance took place between 1 September 2015 and 7 December 2015 to justify the breach of its promise by the Administration. Therefore, C r r n k e c p v ø u" e q o r n k p t before the Dispute Tribunal ô and consequently the issuance of a ruling favorable to

Case No. UNDT/NY/2016/020

Order No. 191 (NY/2016)