



**UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES**

Judgment No. 2018-UNAT-866

**Gnassou
(Appellant)**

v.

**Secretary-General of the United Nations
(Respondent)**

JUDGMENT

Before:	Judge Martha Halfeld, Presiding Judge Richard Lussick Judge Deborah Thomas-Felix
Case No.:	2018-1156
Date:	26 October 2018
Registrar:	Weicheng Lin

Counsel for Ms. Gnassou: Monika Bileris

Counsel for Secretary-General: Francisca Lagos-Pola

JUDGE MARTHA HALFELD, PRESIDING.

1. The United Nations Appeals Tribunal (Appeals Tribunal) has before it an appeal against Judgment No. UNDT/2018/011, rendered by the United Nations Dispute Tribunal (UNDT or Dispute Tribunal) in Nairobi on 29 January 2018, in the case of *Gnassou v. Secretary-General of the United Nations*. Ms. Laure Gnassou filed the appeal on 30 April 2018 and the Secretary-General filed his answer on 2 July 2018.

Facts and Procedure

2. The following facts are uncontested:¹

... On 1 July 2004, the Applicant commenced employment with [the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo (MONUSCO)] on a fixed-term appointment as an Economic Affairs Officer at the P-4 level in the Political Affairs Division (“PAD”). She worked in PAD until her separation from service on 31 August 2015.

... By a memorandum dated 7 September 2014, the Special Representative of the Secretary-General (“SRSG”) for MONUSCO selected the Applicant for a transfer from PAD to his office to serve as his economic advisor. On 11 September, the Applicant sought a correction of the entry on duty (“EOD”) date stated in the SRSG’s memorandum and requested that it be resent to PAD after the correction had been made.

... The SRSG re-issued the selection memorandum on 12 September 2014 with the corrected EOD date. On 21 September, the Applicant emailed the SRSG to raise her concerns about the transfer to his office. Her concerns included: (i) the assignment of a consultant to be her supervisor; (ii) the SRSG’s assessment of her performance based on comments provided by the Officer-in-Charge (“OIC”) of PAD; (iii) the recruitment of a consultant when she had the requisite expertise; and (iv) her lack of promotion and career development in ten years.

... On 22 October 2014, the OIC PAD emailed the Applicant regarding her move to the Office of the SRSG. She responded to him the same day notifying him that she was not interested in a lateral move after more than 10 years in the same post. In response to the Applicant’s email, the SRSG indicated in an email dated 22 October 2014 that she could stay with PAD.

... On 7 May 2015, the MONUSCO Human Resources (HR) section emailed Mr. Ray Virgilio Torres, the Director of PAD, requesting that he sign a form for the renewal of the Applicant’s appointment, which was due to expire on 30 June 2015.

¹ Impugned Judgment, para. 5.

... Since Mr. Torres did not respond to this request[,] HR sent a reminder to him on 27 May 2015 reminding him that the Applicant's fixed-term appointment was due to expire on 30 June 2015.

... On 1 July 2015, the Applicant's first reporting officer ("FRO") assessed her overall performance for the 2014-2015 performance evaluation cycle as "does not meet performance expectations".

... By an email dated 1 July 2015, Mr. Torres confirmed his approval of the extension of the Applicant's appointment but did not indicate for how long. On 2 July 2015, the Applicant returned the unsigned extension request form to the Director's office.

... On 3 July 2015, the Director of PAD emailed HR confirming his approval of the extension of the Applicant's appointment for a period of three months to enable her to comply with a [Performance Improvement Plan (PIP)].

... The Applicant submitted a formal rebuttal of her 2014-2015 e-PAS on 15 July 2015.

... On 16 July 2015, the Applicant's FRO sent her a draft PIP with a request that she submit her comments, if any, within a week. The Applicant has not submitted any documentary evidence or submission indicating that she submitted comments on the PIP or responded to her FRO's email. She did, however, send an email to the Chief of HR objecting to the PIP and requesting a one[-]year extension of her contract and a continuing appointment.

... On the same day, the FRO sent the Applicant the request for extension of appointment form for her signature. He informed her that her signature was required for HR to process a four-month extension for the PIP to be implemented. The Applicant states that she objected to this approach because her e-PAS had not been through a rebuttal process at that stage.

... The Applicant's appointment was exceptionally extended for one month until 31 July 2015 without her signing the renewal request to allow her to comply with the PIP.

... On 17 July 2015, HR sent to the Applicant a further request for extension of appointment form for her signature to enable an extension of her appointment from 1 August 2015 to 18 November 2015.

... The Chief of HR emailed the Applicant on 22 July 2015 to remind her to draft her work plan for the 2015-2016 performance evaluation cycle. The Applicant did not comply with this request on the basis that she had not been provided with the Division's work plan. On the same day, the Chief of HR sent the Applicant her letter of appointment for a one[-]month extension for signature.

... On 27 July 2015, the Administration attempted to hand-deliver the Applicant's letter of appointment from 1 to 31 July 2015 as well as her request for extension form for an extension from 1 August to 18 November 2015. The Applicant refused to sign the memorandum acknowledging receipt of the documents. In the circumstances, the two documents were returned to HR without her signature.

... Notwithstanding the applicant's refusal to sign the extension of contract documents, on 5 August 2015, MONUSCO extended the Applicant's appointment to 31 August 2015.

... On 11 August 2015, the Applicant received a request from HR to sign a one-month letter of appointment in order for the PIP to be implemented. The Applicant (...) refused to sign the letter of appointment because she did not accept the performance appraisal that she had underperformed. Furthermore, her 2014-2015 e-PAS was still awaiting the rebuttal process.

... On 17 and 20 August 2015, the Office of the Director of Mission Support sent the Applicant emails requesting that she sign her letter of appointment. She did not respond to these emails.

... On 27 August 2015, the Applicant's FRO reminded her of the need to provide feedback on the PIP by 28 August 2015. He also indicated that he would discuss the dates of the PIP with her and that his "door [was] open for any questions [she] may have". The Applicant did not respond to her FRO.

... On 1 September 2015, the Officer-in-Charge of HR sent a memorandum to the Applicant informing her of her separation with effect from 31 August 2015 pursuant to section 4.4 of [Administrative Instruction ST/AI/2013/1 (Administration of fixed-term appointments)] on the basis that she had not signed her letter of appointment as requested.

3. On 28 January 2016, Ms. Gnassou filed an application before the UNDT challenging the decision by MONUSCO to separate her from service prior to the completion of the rebuttal process of her 2014-2015 performance appraisal. On 29 January 2018, the UNDT issued Judgment No. UNDT/2018/011, dismissing Ms. Gnassou's application.

4. The UNDT rejected Ms. Gnassou's contention that pursuant to Section 10.5 of Administrative Instruction ST/AI/2010/5 (Performance Management and Development System), her contract should have been extended for the duration necessary to complete the PIP, since in her case, the PIP was only put in place after the expiry date of her letter of appointment. The UNDT noted that Mr. Torres was remiss in not taking appropriate steps, either to put in place a PIP or to extend or not to extend Ms. Gnassou's appointment before the date of its expiry

on 30 June 2015, and that the contract extensions without Ms. Gnassou's acceptance of the offers were contrary to Section 4.4 of ST/AI/2013/1 and inconsistent with administrative regularity.

5. The UNDT, however, concluded that MONUSCO continued to extend Ms. Gnassou's appointment in the hope of persuading her to cooperate with the PIP, that Ms. Gnassou's "steadfast refusal, despite several attempts at persuasion by MONUSCO HR, to sign the acceptance of the new extension of appointment" "was the activating cause of the non-renewal of her contract"² and that the Administration acted procedurally correct in relying on Section 4.4 of ST/AI/2013/1 in not renewing her appointment.

Submissions

Ms. Gnassou's Appeal

6. The UNDT failed to correctly apply ST/AI/2010/5 and ST/AI/2013/1 and erroneously concluded that Ms. Gnassou was properly separated from service. The UNDT correctly held that Section 10.5 of ST/AI/2010/5 did not apply to Ms. Gnassou since there was no PIP in place as of 30 June 2015, the date of expiration of her contract. The UNDT erred, however, in failing to apply Section 15.6 of ST/AI/2010/5 and Section 4.12 of ST/AI/2013/1. Ms. Gnassou had submitted her 2014-2015 e-Pas for rebuttal on 14 July 2015. The FRO failed to submit his comments as required within the two-week deadline and subsequently left on extended medical leave without assigning the task to someone else. He returned on 21 December 2015, but did not submit his comments until more than two months after his return. The rebuttal panel issued its report on 14 March 2016, changing Ms. Gnassou's rating to "partially meets performance expectations", proving that there was no basis for a PIP. MONUSCO should have extended Ms. Gnassou's contract through March 2016 when the rebuttal panel issued its report.

7. Due process requires that a staff member be allowed to rebut a negative performance appraisal before an administrative decision is taken based upon it, such as termination or the application of a PIP. Without the ability to rebut one's performance evaluation, it is impossible to know, if the implementation of a PIP is necessary, which in this case the rebuttal panel report affirmed it was not. There are no provisions in ST/AI/2010/5 or ST/AI/2013/1 that address the issue of whether a PIP should be implemented prior to, contemporaneously with, or after, the completion of the rebuttal process. Absent any clear rule, the Administration should have

² *Ibid.*, para. 20.

determined whether a PIP was necessary only after the completion of the rebuttal process and it should have renewed her appointment pending the completion of the rebuttal process.

8. The UNDT contradicted itself by noting, on the one hand, that Section 4.4 of ST/AI/2013/1 did not apply, but concluding, on the other hand, that MONUSCO committed no procedural error in relying on that same provision in not renewing Ms. Gnassou's appointment.

9. The UNDT ignored certain facts in determining that Ms. Gnassou was wholly at fault for not signing her contract renewal after MONUSCO had improperly conditioned her continued appointment upon accepting a PIP and before the completion of the rebuttal of her performance appraisal. Specifically, while it reviewed the decision to condition her continued appointment on an unwarranted PIP, the UNDT failed to consider whether the rebuttal of her 2014-2015 e-Pas should have been completed before a PIP was implemented or before her contract renewal was conditioned upon accepting a PIP.

10. Ms. Gnassou recalls the delays associated with the completion of her 2014-2015 e-Pas, i.e. her FRO and the former SRSG signing her e-Pas only after her contract had expired and her FRO delaying the rebuttal process by submitting his comments seven months late. Had the UNDT determined that the rebuttal process should have been completed before implementing a PIP and that the rebuttal panel's finding of "partially meets expectations" rendered a PIP unnecessary, it would have concluded that MONUSCO did not need to condition her contract renewal on completing a PIP and there would have been no issue with her signing her contract extension. By signing a contract requiring her to complete a PIP, she would have conceded to the Administration's finding that her performance was lacking when it was not.

11. The UNDT further failed to consider how the Administration's self-created delays prejudiced Ms. Gnassou. Had the e-Pas been completed in a timely manner, she could have rebutted it within two months and avoided the issue of the PIP. The UNDT also failed to consider that the PIP that Mr. Torres attempted to implement was not even in line with her terms of reference (TOR), as it was a PIP for a Political Affairs Officer position, not an Economic Affairs Officer post; and that the Ombudsman office had strictly prevented Mr. Torres, accused of harassing Ms. Gnassou, from assessing her performance.

12. Ms. Gnassou requests that the Appeals Tribunal vacate the UNDT Judgment, rescind the decision to separate her from service, order her reinstatement to a one-year fixed-term contract in line with her previous TOR, restore her eligibility for a continuing appointment, order back payment of all salary, pension, benefits and other emoluments she would have been entitled to, from 1 September 2015, the date of her separation, through the date of her proposed reinstatement, order back payment of her pension, benefits and other emoluments covering 1 July 2004 to 30 August 2015; order moral damages in the amount of three years' salary at Ms. Gnassou's proper grade and step (P-4/12); order the Organization to allow her to collect her belongings kept by Mr. Torres; and order such other remedies the Appeals Tribunal deems just and fair.

The Secretary-General's Answer

13. The non-renewal was a proper exercise of MONUSCO's discretion. The record shows that when Ms. Gnassou's fixed-term appointment expired on 30 June 2015, her appointment was renewed several times in order to enable her to complete a PIP. Ms. Gnassou, however, refused to sign the letters of appointment containing the extensions of her fixed-term appointment. Regardless of her refusal to sign the documents, Ms. Gnassou's fixed-term appointment was extended until 31 August 2015. On 17 August 2015 and then again on 20 August 2015, MONUSCO sent correspondence asking her to sign a letter of appointment extending her fixed-term appointment to 18 November 2015. Having failed to sign the letter of appointment within 14 calendar days of receipt, MONUSCO separated Ms. Gnassou on the date of the expiry of her fixed-term appointment, i.e. on 31 August 2015, in accordance with Staff Rule 9.4 and Section 4.4 of ST/AI/2013/1.

14. There is no evidence on record that MONUSCO's decision not to extend Ms. Gnassou's appointment was motivated by discriminatory or improper grounds. The UNDT correctly found that the activating cause of the non-renewal of Ms. Gnassou's appointment was her refusal to sign the offer of appointment despite several attempts at persuasion by MONUSCO HR. The Administration acted diligently and in good faith in attempting to extend Ms. Gnassou's appointment repeatedly despite her refusal to sign the letters of appointment. Ms. Gnassou deprived herself of the opportunity to remain in service and to make a showing that her performance was satisfactory or could be satisfactorily improved.

15. In accordance with Section 4.4 of ST/AI/2013/1, if a proposal to renew an appointment is not signed and returned within 14 calendar days of receipt, the proposal is null. Given that Ms. Gnassou failed to sign the proposal within the mandatory 14 days, the proposal did not create any obligations on behalf of the Organization. Without a valid letter of appointment, Ms. Gnassou could not remain in service beyond the expiration of her then fixed-term appointment on 31 August 2015. MONUSCO's decision not to renew Ms. Gnassou's appointment beyond 31 August 2015 was supported by the facts and taken in accordance with Section 4.4 of ST/AI/2013/1.

16. Ms. Gnassou's claims that pursuant to Section 4.12 of ST/AI/2013/1 and Section 15.6 of ST/AI/2010/5, MONUSCO should have extended her appointment through March 2016 when the rebuttal panel issued its rebuttal report, have no merit. Both provisions contemplate the renewal of a staff member's appointment until completion of the rebuttal process in cases where unsatisfactory performance is at the basis of a decision of non-renewal of an appointment. However, those provisions do not apply to the present case. Ms. Gnassou was separated because she failed to sign the letter of appointment, not because of her unsatisfactory performance during the 2014-2015 performance cycle. MONUSCO therefore did not have an obligation to extend Ms. Gnassou's appointment until the completion of the rebuttal process.

17. Finally, Ms. Gnassou's claim that the UNDT made contradictory findings regarding the application of Section 4.4 of ST/AI/2013/1 misconstrues the UNDT Judgment. The UNDT noted that the proposals to renew Ms. Gnassou's appointments should have been made prior to 30 June 2015 in order to be in full compliance with Section 4.4. The UNDT also noted that MONUSCO had extended Ms. Gnassou's contract several times despite the fact that on all those occasions, Ms. Gnassou refused to sign the acceptance of the extension of her fixed-term appointment. The UNDT therefore concluded that the first and second renewal of appointment were contrary to the strict application of the requirement of Section 4.4 and not consistent with administrative regularity.

18. The contested decision in the present case, however, is the decision to separate Ms. Gnassou from service, not the first and second renewals of her appointment. Given that the first and second renewals were not properly challenged by Ms. Gnassou, her submissions on appeal relating to those renewals should not be considered further. While it was not necessary for the UNDT to make determinations on the first and second renewals of her appointment, the UNDT findings had no binding consequences on Ms. Gnassou and do not provide a sufficient

basis for her to appeal. Finally, Ms. Gnassou's contention that the UNDT failed to take account of a number of facts relating to the implementation of her PIP is not receivable as her placement on a PIP is not subject to judicial review, the contested decision being the decision to separate Ms. Gnassou from service, not the implementation of a PIP.

19. The Secretary-General requests that the Appeals Tribunal dismiss the appeal in its entirety and affirm the UNDT Judgment.

Considerations

20. The issue before this Tribunal is whether the UNDT erred in concluding that the decision not to renew Ms. Gnassou's appointment and to separate her from service on the basis that she failed to sign the letters of appointment containing the extensions of her fixed-term appointment was lawful. This Tribunal determines that the Dispute Tribunal's conclusion is correct for the reasons set out below.

21. Ms. Gnassou's main claim is that the decision to separate her from service is unlawful, since it was taken before the completion of the e-Pas rebuttal process. Apart from her request for rescission of the contested administrative decision to separate her from service, she also requests, *inter alia*, compensation in the amount of over six years' salary.³

22. The UNDT was perfectly cognizant of the applicable law in this matter, which is as follows:

UNDT Statute - Article 2(1) (a)

1. The Dispute Tribunal shall be competent to hear and pass judgement on an application filed by an individual, as provided for in article 3, paragraph 1, of the present statute, against the Secretary-General as the Chief Administrative Officer of the United Nations:

(a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms "contract" and "terms of appointment" include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance[.]

³ From the date of her separation on 31 August 2015 until her reinstatement, in addition to compensation for moral damages in the amount of three years' salary.

Staff Regulation 4.5

...

(c) A fixed-term appointment does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service[.]

Staff Rule 4.13 - Fixed-term appointment

(a) A fixed-term appointment may be granted for a period of one year or more, up to five years at a time, to persons recruited for service of a prescribed duration, including persons temporarily seconded by national Governments or institutions for service with the United Nations, having an expiration date specified in the letter of appointment.

(b) A fixed-term appointment may be renewed for any period up to five years at a time.

(c) A fixed-term appointment does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service, except as provided under staff rule 4.14 (b).

Staff Rule 9.4 - Expiration of appointments

A temporary or fixed-term appointment shall expire automatically and without prior notice on the expiration date specified in the letter of appointment.

ST/AI/2010/5 (Performance Management and Development System)

Section 10 - Identifying and addressing performance shortcomings and unsatisfactory performance

10.1 During the performance cycle, the first reporting officer should continually evaluate performance. When a performance shortcoming is identified during the performance cycle, the first reporting officer, in consultation with the second reporting officer, should proactively assist the staff member to remedy the shortcoming(s). Remedial measures may include counselling, transfer to more suitable functions, additional training and/or the institution of a time-bound performance improvement plan, which should include clear targets for improvement, provision for coaching and supervision by the first reporting officer in conjunction with performance discussions, which should be held on a regular basis.

10.2 If the performance shortcoming was not rectified following the remedial actions indicated in section 10.1 above, and, where at the end of the performance cycle performance is appraised overall as “partially meets performance expectations”, a written performance improvement plan shall be prepared by the first reporting officer. This shall be done in consultation with the staff member and the second reporting officer. The performance improvement plan may cover up to a six-month period.

10.3 If the performance shortcoming was not rectified following the remedial actions indicated in section 10.1, a number of administrative actions may ensue, including the withholding of a within-grade salary increment pursuant to section 16.4, the non-renewal of an appointment or the termination of an appointment for unsatisfactory service in accordance with staff regulation 9.3.

10.4 Where at the end of the performance cycle performance is appraised overall as “does not meet performance expectations”, the appointment may be terminated as long as the remedial actions indicated in section 10.1 above included a performance improvement plan, which was initiated not less than three months before the end of the performance cycle.

10.5 Should unsatisfactory performance be the basis for a decision for a non-renewal of a fixed-term appointment and should the appointment expire before the end of the period covering a performance improvement plan, the appointment should be renewed for the duration necessary for the completion of the performance improvement plan.

...

Section 15

Rebuttal process

...

15.6 Should unsatisfactory performance be the basis for a decision of non-renewal of an appointment and should the appointment expire before the end of the rebuttal process, the appointment should be renewed for the duration necessary to the completion of the rebuttal process.

ST/AI/2013/1 (Administration of fixed-term appointments) (emphasis in original and footnotes omitted)

Section 4

Renewal and extension of fixed-term appointments

4.1 Subject to the needs of the Organization, a fixed-term appointment may be renewed for any period up to five years under the conditions described in paragraphs 4.2 and 4.3 below. (as per ST/AI/2013/1/Corr.1 issued on 13 June 2013)

4.2 Subsequent to the initial fixed-term appointment, an appointment may be renewed for any period of up to a maximum period of two years at a time. There is no limitation to the number of times an appointment may be renewed consecutively, subject to the needs of the Organization.

4.3 A fixed-term appointment may be renewed for any period of up to five years at a time, provided that on the date of renewal the staff member:

(a) Has served a minimum of five years of continuous service under fixed-term appointments governed by the Staff Regulations and Rules of the United Nations;

(b) Continues to hold a fixed-term appointment and was selected through a competitive process that included a review by a Secretariat review body;

(c) Has received a performance rating of at least “Meets expectations” or the equivalent in his/her appraisal reports of the last five years;

(d) Has not availed of special leave without pay for more than six cumulative months within the last five years;

(e) Has not separated from the Organization and received payment on account of termination indemnity, repatriation grant or commutation of accrued annual leave within the last five years.

4.4 A proposed renewal of appointment shall not create any obligations on behalf of the Organization if it is not accepted by the staff member on a timely basis. The Organization initiates a renewal of appointment by issuing a letter of appointment indicating the new expiration date and change of department, office or duty station, if any. The staff member shall be requested to sign the letter of appointment accepting the new expiration date and conditions of appointment. Failure to sign and return the letter of appointment within 14 calendar days of receipt shall nullify any proposed renewal of appointment, and the staff member’s fixed-term appointment shall expire on the expiration date specified in the currently valid letter of appointment. (as per ST/AI/2013/1/Corr.1 issued on 13 June 2013)

...

Extension of fixed-term appointments for completion of performance improvement plan

4.11 Should unsatisfactory performance be the basis for a decision for a non-renewal of a fixed-term appointment and should the appointment expire before the end of the period covering a time-bound performance improvement plan, the appointment should be renewed for the duration necessary for the completion of the performance improvement plan.

4.12 Should unsatisfactory performance be the basis for a decision of non-renewal of an appointment and should the appointment expire before the end of a rebuttal process initiated by a staff member, the appointment should be renewed for the duration necessary for the completion of the rebuttal process.

...

Section 7**Expiration of appointment and termination**

7.1 A fixed-term appointment expires on the expiration date specified in the letter of appointment. (as per ST/AI/2013/1/Corr.1 issued on 13 June 2013)

23. Ms. Gnassou argues that the UNDT was correct in not applying Section 10.5 of ST/AI/2010/5, since there was no PIP in place as of 30 June 2015, when her appointment expired. However, she complains that the UNDT erred in law in failing to apply Section 15.6 of ST/AI/2010/5 and Section 4.12 of ST/AI/2013/1 which provide that where unsatisfactory performance is the basis for a decision of non-renewal of an appointment, the appointment should be renewed for the duration necessary for the completion of the rebuttal process.

24. We find no merit in Ms. Gnassou's contention. According to ST/AI/2010/5 on the Organization's Performance Management and Development System, when a performance shortcoming is identified, remedial actions may be put in place, such as counselling, transfer to more suitable functions or additional training. If the performance shortcoming is not rectified following these remedial actions, a PIP shall be prepared. The fact that Section 10.1 and the provisions that follow (which govern the PIP) precede Section 15 (which governs the rebuttal process) implies that the former is applied before the latter.

25. Importantly, in the absence of any explicit provision establishing otherwise, the rebuttal process does not have the effect of suspending the implementation of the PIP, although the PIP may be modified as a result of the conclusions and/or recommendations of the report of the rebuttal panel. That means that, regardless of the fact that a rebuttal process was pending and that an undue delay had been caused by the Administration,⁴ Ms. Gnassou had to sign the offer of renewal, as a precondition for her appointment to continue. She also was subject to the implementation of the PIP proposed to her, as long as it was not modified or withdrawn. Since Ms. Gnassou refused to sign the letters of appointment containing the extension of her fixed-term appointment, there was no longer a contract in effect.

26. The UNDT correctly found that the activating cause of the non-renewal of Ms. Gnassou's contract was "[her] steadfast refusal, despite several attempts at persuasion by MONUSCO HR, to sign the acceptance of the new extension of appointment".⁵ In other

⁴ On this issue, see *Gnassou v. Secretary-General of the United Nations*, Judgment No. 2018-UNAT-865.

⁵ Impugned Judgment, para. 20.

words, since Ms. Gnassou chose, by act of her own volition, not to sign the extension of her contract, she is now estopped from contesting any possible consequence deriving from such non-extension.

27. Ms. Gnassou has failed to show any reversible error in the UNDT's finding that her separation was justifiable, in application of Section 4.4 of ST/AI/2013/1. We find no error in the UNDT's decision which is supported by both the facts and the law.

Judgment

28. For the foregoing reasons, the appeal is dismissed and Judgment No. UNDT/2018/011 is affirmed.

Original and Authoritative Version: English

Dated this 26th day of October 2018 in New York, United States.

(Signed)

Judge Halfeld, Presiding

(Signed)

Judge Lussick

(Signed)

Judge Thomas-Felix

Entered in the Register on this 20th day of December 2018 in New York, United States.

(Signed)

Weicheng Lin, Registrar