



UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES

Judgment No. 2025-UNAT-1606

Anna Stepanova
(Appellant and Respondent on Cross-Appeal)

v.

Secretary-General of the United Nations
(Respondent and Appellant on Cross-Appeal)

JUDGMENT

Before:	Judge Gao Xiaoli, Presiding Judge Nassib G. Ziadé Judge Kanwaldeep Sandhu
Case No.:	2025-1987
Date of Decision:	31 October 2025
Date of Publication:	15 December 2025
Registrar:	Juliet E. Johnson

Counsel for Ms. Stepanova: Jeffrey C. Dahl

Counsel for the Secretary-General: Angélique Trouche

JUDGE GAO XIAOLI, PRESIDING.

1. In Judgment No. UNDT/2024/096 (impugned Judgment),¹ the United Nations Dispute Tribunal (UNDT or Dispute Tribunal) dismissed an application filed by Ms. Anna Stepanova, a staff member working with the United Nations Office of Counter-Terrorism (OCT), in which she challenged the application of the United Nations' mobility policy to the terms of her employment (contested decision).

2. Ms. Stepanova has filed an appeal of the impugned Judgment with the United Nations Appeals Tribunal (UNAT or Appeals Tribunal), contesting the UNDT's finding that the mobility policy was lawfully applied to her terms of employment.

3. The Secretary-General has also filed a cross-appeal of the impugned Judgment, on the grounds that Ms. Stepanova's application to the UNDT was not receivable.

4. For the reasons set forth herein, the UNAT dismisses the appeal, grants the cross-appeal, and reverses the impugned Judgment.

Facts and Procedure

5. On 28 September 2022, OCT advertised an Information Systems Officer position, at Grade P-3, through Job Opening (JO) No. 189851. The post was based in Vienna, Austria, where Ms. Stepanova was then working for another organization.

6. Ms. Stepanova applied for the position, and on 15 May 2023, she was informed that she had been selected.

7. On 10 July 2023, Ms. Stepanova received the official offer letter for a one year fixed-term appointment as an Information Systems Officer in Vienna. The offer letter contained the following language:²

Your appointment will take effect from the date on which you are duly authorized to enter into official travel status to assume your duties, or if no travel is involved, the day you report for duty. A formal Letter of Appointment will be issued for your signature shortly thereafter. The terms of your conditions of service will be subject to the relevant Staff Regulations and

¹ *Stepanova v. Secretary-General of the United Nations*, Judgment No. UNDT/2024/096 (12 November 2024).

² 10 July 2023 letter from Human Resources Officer, Department of Operational Support, p. 1.

Staff Rules and relevant administrative issuances, together with such amendments as may from time to time be made to such Staff Regulations and Staff Rules and administrative issuances.

8. The offer letter also contained an “Information Note”:³

By accepting an offer of appointment, United Nations staff members are subject to the authority of the Secretary-General and assignment by him or her to any activities or offices of the United Nations in accordance with [S]taff [R]egulation 1.2(c).

In this context, all internationally recruited staff members shall be required to move periodically to discharge new functions within or across duty stations established by the Secretary-General.

9. The appointment was subject to “satisfactory completion of pre-recruitment formalities”, which included the medical clearance and verification of qualifications.⁴ Ms. Stepanova was advised not to resign from her current employment until she had received confirmation of the offer.

10. Ms. Stepanova accepted the offer that same day, 10 July 2023.

11. The pre-recruitment formalities were concluded on 12 July 2023. Ms. Stepanova advised that she needed to give her then-current employer three months’ notice of her separation. She estimated that her start date would be 16 October 2023, but that she would “try to negotiate for it to be on Oct[.] 1st”.⁵

12. Ms. Stepanova subsequently advised that she could start on 1 October 2023, which was confirmed by OCT.⁶

13. On 24 August 2023, the Secretary-General promulgated Administrative Instruction ST/AI/2023/3 (Mobility) (Mobility AI) with an entry into force date of 1 October 2023.

³ *Ibid.*

⁴ *Ibid.*, p. 2.

⁵ 12 July 2023 e-mail, Subject: Re: Offer Confirmation for INFORMATION SYSTEMS OFFICER, P3, Office of Counter-Terrorism, VIENNA (Job Opening 189851).

⁶ 17 July 2023 e-mail, Subject: Re: Offer Confirmation for INFORMATION SYSTEMS OFFICER, P3, Office of Counter-Terrorism, VIENNA (Job Opening 189851).

14. On 24 September 2023, a Human Resources partner (HR partner) confirmed 2 October 2023 as the date for Ms. Stepanova to report for duty, given that 1 October was a Sunday.⁷ The HR partner provided various onboarding materials to her.

15. Ms. Stepanova entered on duty on 2 October 2023.

16. On 3 October 2023, Ms. Stepanova received and counter-signed her official Letter of Appointment (LOA), with effect from 2 October 2023. The LOA had a one-year duration and contained the following in an “Information Note”:⁸

By accepting a letter of appointment, staff members are subject to the authority of the Secretary-General, who may assign them to any of the activities or offices of the United Nations in accordance with [S]taff [R]egulation 1.2(c). *Further, staff members in the Professional and higher category up to and including the D-2 level and the Field Service category are normally required to move periodically to discharge functions in different duty stations under conditions established in ST/AI/2023/3 on Mobility, as may be amended or revised.*

17. On 16 October 2023, Ms. Stepanova sent an e-mail to the HR partner about various matters relating to her onboarding. She asked for a “change of start date related to the new Mobility Policy”.⁹ Later that same day, she asked for “help and advice” from HR on this issue, and noted that “this UN policy was not in place during the Job Opening and even after Offer documents were signed and was introduced to [her] only retroactively (after EOD)”.¹⁰

18. On 30 October 2023, a Human Resources Officer of the Executive Office of the Department of Political Affairs and Department of Peace Operations (HRO/DPPA-DPO) responded that this issue was under review, but “remind[ed] her that since the Staff Mobility is mandatory for staff who enter on duty on or after 1 October 2023, [they could not] guarantee that an exception will be granted”.¹¹

⁷ 24 September 2023 e-mail, Subject: Re: Offer Confirmation for INFORMATION SYSTEMS OFFICER, P3, Office of Counter-Terrorism, VIENNA (Job Opening 189851).

⁸ LOA, para. 4 (emphasis added).

⁹ 16 October 2023 e-mail, Subject: Re: Reappointment PA Completed: Report for Duty – Ms. Anna STEPANOVA.

¹⁰ *Ibid.*

¹¹ 30 October 2023 e-mail, Subject: Re: Reappointment PA Completed: Report for Duty – Ms. Anna STEPANOVA.

19. On 8 November 2023, the HRO/DPPA-DPO reconfirmed to Ms. Stepanova that she was subject to the new Mobility AI:¹²

This is to inform that as previously indicated given that your entry of duty is 2 October 2023 you are subject to the mandatory mobility policy applicable to staff members who entered on duty effective 1 October 2023 holding an appointment other than a temporary appointment. Please also note that both JO 189851, [for] which you were selected, and your offer of appointment reflect the following clause:

“The paramount consideration in the appointment, transfer, or promotion of staff shall be the necessity of securing the highest standards of efficiency, competence, and integrity. By accepting an offer of appointment, United Nations staff members are subject to the authority of the Secretary-General and assignment by him or her to any activities or offices of the United Nations in accordance with [S]taff [R]egulation 1.2(c). In this context, all internationally recruited staff members shall be required to move periodically to discharge new functions within or across duty stations under conditions established by the Secretary-General.”

20. On 1 December 2023, Ms. Stepanova requested management evaluation of “the decision to make [her] subject to the terms of ST/AI/2023/3 and/or the failure to grant exemption from the terms of ST/AI/2023/3”. She stated that she learned of the contested decision on 6 October 2023.¹³

21. On 11 January 2024, Ms. Stepanova wrote to the HRO/DPPA-DPO to outline her reasons for an exception to the new Mobility AI:¹⁴

These relate largely to the fact that despite numerous opportunities to bring my attention to the new policy on mobility prior to my accepting employment with the Secretariat I was never put on notice of the new policy until after I joined the organization. (...) I instead understood I was taking up employment not subject to compulsory mobility and was only informed of such once it was too late for me to choose to do otherwise. I would also argue that while [S]taff [R]egulation 1.2(c) provides authority to laterally transfer staff members without consent the existence of such an authority is materially different from a requirement that I move geographically within five years of taking up employment.

¹² 8 November 2023 e-mail, Subject: Re: Reappointment PA Completed: Report for Duty – Ms. Anna STEPANOVA.

¹³ Management Evaluation Request, pp. 1-2.

¹⁴ 11 January 2024 e-mail, Subject: RE: Confirmation of request for exemption from the organization’s mobility policy.

(...) I would stress that this [exception] request is without prejudice to my primary argument that a lawful application of the rules would not result in my being subject to compulsory mobility.

22. On 12 January 2024, the Management Advice and Evaluation Section (MAES) issued its decision finding her request not receivable, because there had been no decision on her request for an exception. The MAES did not address the application of the Mobility AI to her terms of employment as of her entry on duty.¹⁵

23. On 4 March 2024, the HRO/DPPA-DPO responded to Ms. Stepanova's request for an exception to the Mobility AI. She advised that after consultation with the Office of Human Resources (OHR), the Assistant Secretary-General for OHR was not in a position to support the request. OHR considered that Ms. Stepanova had been duly notified in the JO and the offer letter that pursuant to Staff Regulation 1.2(c), she would be required to move periodically within or across duty stations under conditions established by the Secretary-General.¹⁶ Further, applying the Mobility AI to Ms. Stepanova was not inconsistent with any Staff Regulations or Rules, and it would be prejudicial to other staff members similarly-situated if Ms. Stepanova were to be exempt on the grounds presented.¹⁷ This decision was the subject of a separate management evaluation request.¹⁸

24. On 28 March 2024, Ms. Stepanova filed an application with the UNDT challenging the "decision to make [her] subject to [the] mobility policy".

Impugned Judgment

25. In the impugned Judgment, the UNDT first addressed the Secretary-General's arguments that Ms. Stepanova's application was not receivable. The Secretary-General contended that there was no reviewable administrative decision, because the Mobility AI was part of Ms. Stepanova's terms and conditions of employment, which she had accepted. The Mobility AI was a regulatory decision, which the UNDT had no power to rescind. Moreover, applying the Mobility AI to her had

¹⁵ Impugned Judgment, para. 15.

¹⁶ 4 March 2024 e-mail, Subject: FW: Confirmation of request for exemption from the organization's mobility policy.

¹⁷ *Ibid.*

¹⁸ In her application to the UNDT, Ms. Stepanova stated that there would be separate litigation about this management evaluation request.

no direct legal effect as she held only a one-year appointment, and whether she would be affected by the Mobility AI at some point in the future was beyond her current contract of employment.

26. The Dispute Tribunal found that the application was receivable. The Tribunal stated that Ms. Stepanova was not challenging the Mobility AI *per se*, but rather a “specific decision made after she accepted her offer of appointment: that the Mobility AI would be a term of her employment contract”.¹⁹

27. The Dispute Tribunal also dismissed the argument that the application was premature or speculative. The Tribunal agreed with Ms. Stepanova that the time to challenge the decision was when it was made, and she should not have to wait to see the impact of the decision in due course.²⁰

28. On review of the merits, the Dispute Tribunal rejected Ms. Stepanova’s argument that she was not informed of mandatory mobility until after she joined the Organization. The Tribunal observed that both the JO announcement and the initial offer letter notified her that it was mandatory that she would “move periodically to discharge new functions within or across duty stations”.²¹ Both documents also referenced Staff Regulation 1.2(c), which provides that “[s]taff members are subject to the authority of the Secretary-General and to assignment by him or her to any of the activities or offices of the United Nations”.²²

29. Both documents also made clear that they did not include all possible terms related to mobility, e.g., that movement would be “under conditions established by the Secretary-General”, accordingly there were clearly some conditions regarding mobility that would be applicable.²³ The Dispute Tribunal considered that Ms. Stepanova’s argument that she was “surprise[d]” by the Mobility AI in her LOA “lack[ed] inherent logic”, as the Mobility AI “simply gave substance to the reference in the offer letter to conditions established by the Secretary-General”.²⁴

30. In addition, the offer letter provided that the terms and conditions on matters such as required movement could change, based on “administrative issuances, (...) as may from time to time be made”. The Mobility AI was one such administrative issuance.²⁵

¹⁹ Impugned Judgment, para. 31.

²⁰ *Ibid.*, para. 33.

²¹ *Ibid.*, para. 63.

²² *Ibid.*, para. 62.

²³ *Ibid.*, para. 64.

²⁴ *Ibid.*, para. 66.

²⁵ *Ibid.*, paras. 65-66.

31. The Dispute Tribunal recalled that it is the LOA, not the initial offer letter, that sets the official terms of employment.²⁶ Moreover, Ms. Stepanova was presumed to be aware of the applicable rules of the Organization.²⁷ Staff Rule 4.1 provides that the LOA is the authoritative document regarding her terms and conditions of employment, and she is deemed to have known that.²⁸

32. The Dispute Tribunal concluded the following:²⁹

... Based on [Ms. Stepanova's] LOA, [Ms. Stepanova], who at all times should have been aware of the required mobility conditions of her employment, was also bound by the Mobility AI, which had an effective date of 1 October 2023, before she assumed duties on 2 October 2023. This is so because the Mobility AI, which was the type of amendment that she was notified about in her offer letter would be part of her employment terms, had been promulgated in August 2023. (...)

... [Ms. Stepanova] signed her LOA on 3 October 2023, duly accepting all the terms and conditions of her employment, including the required mandatory movement that she was notified of from the job opening stage. The Mobility AI set the conditions for that mandatory movement.

33. The Dispute Tribunal thus denied Ms. Stepanova's application.

34. On 1 January 2025, Ms. Stepanova filed an appeal of the impugned Judgment. The Secretary-General responded with an answer and cross-appeal on 14 March 2025. Ms. Stepanova filed an answer to the cross-appeal on 16 May 2025.

Submissions

Ms. Stepanova's Appeal

35. Ms. Stepanova submits that the UNDT erred in denying her application to rescind the contested decision.

36. Ms. Stepanova argues that in terms of attributing awareness to her of the possibility of mobility, the UNDT should have examined more than Staff Regulation 1.2(c), which is just a

²⁶ *Ibid.*, para. 68, relying on *Gabaldon v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-120.

²⁷ Impugned Judgment, para. 71, relying on *El-Khatib v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2010-UNAT-029, para. 16.

²⁸ Impugned Judgment, para. 72.

²⁹ *Ibid.*, paras. 73-74.

general power of the Secretary-General to assign staff to any office of the United Nations. The UNDT should have considered the administrative issuance that was in force at the time of her recruitment, which was ST/AI/2016/1 (Staff selection and managed mobility system) (2016 Mobility AI).

37. Ms. Stepanova claims that the 2016 Mobility AI gives the proper context to the risk of mobility in terms of the offer that was extended to her. Under that administrative issuance, mandatory mobility was triggered by time in position, not time in duty station. The 2016 Mobility AI would allow her to move among positions within the same duty station. Moreover, for those who were in service before the effective date of the Mobility AI, relocation from the duty station after five years was optional.

38. Ms. Stepanova argues that in contrast to the 2016 Mobility AI, the new Mobility AI imposed a far more onerous requirement of mandatory geographic reassignment after a maximum period of five years at the duty station. She contends that the new Mobility AI was a “significant and drastic change[]” to the contractual rights of staff, as evident by the fact that those already in-service with the Organization could opt out.

39. Ms. Stepanova claims that the Secretary-General “purposely chose” a starting date of 2 October, and if she had been “allowed” to start on 28 September, then she would have had a LOA with mobility terms that was consistent with her original offer letter.

40. Ms. Stepanova avers that the fact that all new vacancy announcements have to contain specific information about the terms of the new Mobility AI demonstrates that the Secretary-General understands that this is fundamental contractual term and that potential staff members need to be on express notice of it, but she was not.

41. Ms. Stepanova submits that the UNDT erred in finding that the LOA accurately captured the terms of her contract. By including the Mobility AI in her LOA, the Organization dramatically modified the terms that the parties agreed to.

42. Ms. Stepanova submits that the jurisprudence is clear that an enforceable contract can exist at the moment of signature of the offer of appointment.³⁰ She entered a contract before the

³⁰ Ms. Stepanova refers to the *Gabaldon* Judgment, *op. cit.*

promulgation of the new Mobility AI. Since mandatory mobility was not a term of that contract, it should be removed from the LOA.

43. Ms. Stepanova submits that the UNDT erred in attributing significance to the fact that Ms. Stepanova signed the LOA on 3 October 2023 and did not object until a few days later.

44. Ms. Stepanova complains that the Organization made no effort to draw her attention to the significant change to the mobility requirement when it presented her with the LOA. Once she did notice it, she took appropriate action to contest the decision.

45. Ms. Stepanova requests that the Appeals Tribunal reverse the impugned Judgment and enter instructions to rescind the contested decision so that she will not be subject to the Mobility AI.

The Secretary-General's Answer

46. The Secretary-General submits that Ms. Stepanova may not raise any arguments about the 2016 Mobility AI before the UNAT, when she did not raise them before the UNDT.

47. The Secretary-General argues that the applicability of the Organization's legal framework to any particular staff member does not rest on whether the staff member has notice of all of its elements. The Staff Regulations and Rules, as well as all administrative issuances, apply to all staff members and can be changed at any time.

48. The Secretary-General submits that the JO, the offer letter, and the LOA all refer to Staff Regulation 1.2(c), which establishes the Secretary-General's authority to assign a staff member to any office of the United Nations at any time. This is the legal basis for mobility and can be relied upon without any administrative issuance such as the Mobility AI.

49. The Secretary-General contends that Ms. Stepanova agreed that she was subject to Staff Regulation 1.2(c) by applying to the JO, and signing the offer letter and LOA. In any event, the staff member's consent is not required for mobility to be applicable to her.

50. The Secretary-General avers that there was no legal requirement for the UNDT to compare the Mobility AI with its predecessor, the 2016 Mobility AI. No staff member has a right to a static legal framework. It is settled UNAT case law that "an employment contract of a staff member subject to the internal laws of the United Nations is not the same as a contract between private

parties”.³¹ Staff members “do not have a right, acquired or otherwise, to the continued application of the Staff Regulations and Rules (...) in force at the time they accepted employment for the entirety of their service”.³²

51. The Secretary-General submits that Ms. Stepanova was aware from the offer letter that the legal framework applicable to staff may change at any time.

52. The Secretary-General contends that there is no basis to Ms. Stepanova’s claim that the Administration “waited to start [her] in the new job until after its new mandatory mobility policy went into effect”. The start date was agreed upon between Ms. Stepanova and OCT based on Ms. Stepanova’s availability and the notice period with her previous employer.

53. The Secretary-General argues that it is the LOA and not the offer letter that governs the relationship between the Organization and the staff member. The offer letter cannot limit the applicability of the Staff Regulations and Rules and administrative issuances to the staff member.

54. The Secretary-General submits that while the LOA expressly referenced the new Mobility AI, this was not required for it to be applicable to her. She had accepted that she was subject to the administrative issuances of the Organization.

55. The Secretary-General states that there is no legal basis to Ms. Stepanova’s suggestion that the Administration acted in bad faith by not expressly informing her of the new Mobility AI. The Organization was under no obligation to do so.

56. The Secretary-General points out that Ms. Stepanova’s arguments about why she cannot move to another duty station are premature. She has not reached the maximum duty station occupancy for Vienna, which is five years. When the time comes, she can present her arguments for not moving to the “Special Constraints Panel”, pursuant to Section 7 of the Mobility AI, but this is several years in the future.

57. The Secretary-General submits that Ms. Stepanova has failed to identify which finding of the UNDT was based on the significance of her signing the LOA. The UNDT’s findings were, to the

³¹ See, e.g., *James v. Secretary-General of the United Nations*, Judgment No. 2010-UNAT-009, para. 45.

³² The Secretary-General quotes *Lloret Alcaniz et al. v. Secretary-General of the United Nations*, Judgment No. 2018-UNAT-840, para. 94.

contrary, based on the fact that Ms. Stepanova was aware of the mobility requirement even prior to the LOA.

58. The Secretary-General requests that the UNAT dismiss the appeal.

The Secretary-General's Cross-Appeal

59. The Secretary-General argues that the UNDT erred in law in finding that Ms. Stepanova's application was receivable. The applicability of the Mobility AI to all staff members taking up duty on or after 1 October 2023, including Ms. Stepanova, "had not yet yielded any direct consequences on [her] contract or terms of employment".³³

60. The Secretary-General submits that the UNDT erred in receiving the application because the contested decision was not a decision "of individual application" alleged to be contrary to her terms of employment. Rather, the application challenged directly such terms of employment.

61. The Secretary-General avers that the Mobility AI applied to Ms. Stepanova as a result of its express terms. Pursuant to Sections 3.1 and 15.1 of the Mobility AI, it was automatically applicable to all staff members like Ms. Stepanova who joined the Organization on or after 1 October 2023. Accordingly, the applicability of the Mobility AI to Ms. Stepanova did not stem from any specific unilateral decision by the Administration on her.

62. The Secretary-General submits that the contested decision, e.g., the applicability of the Mobility AI to Ms. Stepanova's terms of employment, was a regulatory decision not subject to judicial review.

63. The Secretary-General contends that the UNDT was not competent to hear a challenge to the contested decision, given that it was not a decision that was alleged to be in non-compliance with her terms of service. To the contrary, the applicability of the Mobility AI was part of the terms of her employment.

64. The Secretary-General avers that the UNDT failed to identify any direct legal effect stemming from the contested decision. The Secretary-General points out that pursuant to settled UNAT jurisprudence, "[s]peculation about potential future consequences (...) is an insufficient

³³ The Secretary-General quotes *Edoardo Gianotti v. Secretary-General of the United Nations*, Judgment No. 2022-UNAT-1209, para. 33.

basis to conclude that a decision has had (not ‘may have’) a direct and adverse impact such as to be ‘in non-compliance with the terms of appointment or contract of employment’ as contemplated in Article 2(1)(a) of the UNDT Statute”.³⁴

65. The Secretary-General points out that Ms. Stepanova has not shown any personalized impact on her to the application of the Mobility AI. The Secretary-General recalls that Ms. Stepanova was hired on a one-year fixed-term appointment that expires on 1 October 2024, without expectancy of renewal. Any effect of the Mobility AI on her terms of employment will occur long after that time.

66. The Secretary-General submits that in Vienna, it is only after five years that Ms. Stepanova might be required to move to another duty station. However, many things could happen before this time, such as, she might have moved to a non-rotational position, she could leave the Organization altogether, or the Mobility AI could be amended. If she remained in service in five years, Ms. Stepanova could avail herself of the mechanism in Section 7 of the Mobility AI to inform the Administration of any special constraints that prevent her from taking part in the mobility exercise. In sum, Ms. Stepanova’s challenge is purely speculative at this stage.

67. The Secretary-General contends that this case is similar to the Judgment in *AAX*,³⁵ in which the staff member challenged the Administration’s answer to a general question on the interpretation of the legal framework. Likewise, in the instant case, the Mobility AI did not produce any legal effect on Ms. Stepanova.

68. The Secretary-General requests that the UNAT reverse the impugned Judgment and dismiss Ms. Stepanova’s application and appeal.

³⁴ *John O’Brien v. Secretary-General of the United Nations*, Judgment No. 2023-UNAT-1313, para. 30.

³⁵ *AAX v. Secretary-General of the United Nations*, Judgment No. 2024-UNAT-1504, para. 51.

Ms. Stepanova's Answer to the Cross-Appeal

69. Ms. Stepanova submits that the UNDT followed the applicable legal standard in finding that the decision was receivable, and this should be affirmed.

70. Ms. Stepanova avers that the key characteristic of an appealable administrative decision is that it produces direct legal consequences affecting the staff member's contract, and that this must be analyzed on a case-by-case basis and depends on the circumstances.³⁶

71. Ms. Stepanova submits that pursuant to the UNAT Judgment in *Pedicelli*,³⁷ where a decision of general application negatively affects the terms of employment of a staff member, this constitutes a reviewable administrative decision.

72. Ms. Stepanova claims that she is not contesting the promulgation of the Mobility AI. She is contesting its application to her contract in the context of her accepting an offer for a job that contained no reference to the Mobility AI. The Administration's specific decision to deny her request to be exempted, or not to apply the Mobility AI, negatively affects the contract that she agreed to with the Organization.

73. Ms. Stepanova avers that she experienced a direct legal consequence. On the date of the contested decision, Ms. Stepanova was suddenly faced with a mandatory mobility policy that only went into place the day before her entry on duty. The Mobility AI was not in place and not applicable to the job she applied for, interviewed for, and left her prior employment for. By applying the Mobility AI to her contract, Ms. Stepanova was suddenly and unexpectedly in a job with a maximum limit of five years, after which she is required to make a geographic move. The job she applied for did not have such a constraint.

74. Ms. Stepanova claims that the Secretary-General's speculation about things that might happen before she is required to make a five-year move is irrelevant to a receivability analysis. She contends that for receivability purposes the direct application is at the time of the decision.

75. Ms. Stepanova requests that the UNAT affirm the decision of the UNDT that her application was receivable.

³⁶ *Erik Kennes v. Secretary-General of the United Nations*, Judgment No. 2020-UNAT-1073, para. 41.

³⁷ *Pedicelli v. Secretary-General of the United Nations*, Judgment No. 2015-UNAT-555, para. 29.

Considerations

76. The first issue to be considered in this case is whether the UNDT erred in finding that Ms. Stepanova's application was receivable, because if it did so, then there is no need to address her other claims. As discussed further below, we agree with the Secretary-General that Ms. Stepanova's application was not receivable as there was no appealable administrative decision as required for the UNDT to exercise jurisdiction under Article 2(1) of the Dispute Tribunal Statute (UNDT Statute).

77. We recall that pursuant to Article 2(1), the UNDT has the "competen[ce] to hear and pass judgement on an application filed by an individual" who seeks:

(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;

78. We also refer to the definition of an appealable "administrative decision" which was set forth in *Andronov*:³⁸

[A]n "administrative decision" is a unilateral decision taken by the administration in a precise individual case (individual administrative act), which produces direct legal consequences to the legal order. Thus, the administrative decision is distinguished from other administrative acts, such as those having regulatory power (which are usually referred to as rules or regulations), as well as from those not having direct legal consequences. Administrative decisions are therefore characterized by the fact that they are taken by the Administration, they are unilateral and of individual application, and they carry direct legal consequences.

79. In the present case, Ms. Stepanova applied for an Information Systems Officer position through JO No. 189851, which was based in Vienna. She was successful in the recruitment process and on 10 July 2023 she received the official offer letter for a one-year fixed-term appointment. This offer letter pointed out that:

[A] formal Letter of Appointment will be issued for your signature shortly thereafter. The terms of your conditions of service will be subject to the relevant Staff Regulations and Staff Rules and relevant administrative issuances, together with such amendments as may

³⁸ Former Administrative Tribunal Judgment No. 1157, *Andronov* (2003).

from time to time be made to such Staff Regulations and Staff Rules and administrative issuances.

80. On 2 October 2023, Ms. Stepanova entered duty. The next day, Ms. Stepanova received and counter-signed the LOA, in which it was clearly expressed that:

[B]y accepting a letter of appointment, staff members are subject to the authority of the Secretary-General, who may assign them to any of the activities or offices of the United Nations in accordance with [S]taff [R]egulation 1.2(c). Further, staff members in the Professional and higher category up to and including the D-2 level and the Field Service category are normally required to move periodically to discharge functions in different duty stations under conditions established in ST/AI/2023/3 on Mobility, as may be amended or revised.

81. Pursuant to Staff Rule 4.1, “[t]he letter of appointment issued to every staff member contains expressly or by reference all the terms and conditions of employment. All contractual entitlements of staff members are strictly limited to those contained expressly or by reference in their letters of appointment”. Accordingly, we consider it obvious that by signing the LOA, Ms. Stepanova expressly accepted the Mobility AI as part of the terms of her appointment.

82. From Ms. Stepanova’s appeal, we observe that she challenges her LOA and is seeking that she “not be subject to the rotational policy”. However, the Mobility AI was not a decision of “individual application” but is a general instruction applicable to all staff members who entered on duty on or after 1 October 2023. Therefore, her purpose is essentially to modify “the terms of appointment or the contract of employment”, by exempting herself from the application of the Mobility AI. In so doing, Ms. Stepanova is not challenging “non-compliance” with “the terms of appointment or the contract of employment”, which is what is required under Article 2(1) of the UNDT Statute. Accordingly, her claim is beyond the jurisdiction of the internal justice system.

83. Moreover, the applicability of the Mobility AI to all staff members taking up duty on or after 1 October 2023, including Ms. Stepanova, “had not yet yielded any direct consequences on [her] contract or terms of employment”,³⁹ as she had not yet worked for five years in the Vienna duty station. There has been no decision taken by the Administration on requiring Ms. Stepanova to move to a different duty station.

³⁹ *Edoardo Gianotti* Judgment, *op. cit.*

84. We emphasize that Ms. Stepanova's fixed-term appointment was for only one year. The LOA specifically addressed the well-settled rule that "[a] Fixed-term Appointment (...) does not carry any expectancy (...) of renewal (...)". This means that Ms. Stepanova's appointment might not be renewed at any point. It is thus entirely speculative whether, in five years' time, Ms. Stepanova will even be employed by the Organization in Vienna. Given that Ms. Stepanova's tenure in Vienna has not yet reached the applicable maximum duty station occupancy limit, her concerns about the impact of the Mobility AI on her are premature, and she suffers from no present legal consequences for its inclusion in her LOA.

85. To sum up, Ms. Stepanova's application to the UNDT should have been denied as not receivable. We find that the UNDT erred in determining otherwise.

86. The Secretary-General's cross-appeal is granted, and Ms. Stepanova's appeal is denied. Accordingly, we do not consider the other issues raised by the parties.

Judgment

87. Ms. Stepanova's appeal is dismissed, the Secretary-General's cross-appeal is granted and Judgment No. UNDT/2024/096 is hereby reversed.

Original and Authoritative Version: English

Decision dated this 31st day of October 2025 in New York, United States.

(Signed)

Judge Gao, Presiding

(Signed)

Judge Ziadé

(Signed)

Judge Sandhu

Judgment published and entered into the Register on this 15th day of December 2025 in New York, United States.

(Signed)

Juliet E. Johnson, Registrar