



UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/GVA/2025/093

Order No.: 140 (GVA/2025)

Date: 3 December 2025

Original: English

---

**Before:** Judge Sun Xiangzhuang

**Registry:** Geneva

**Registrar:** Liliana López Bello

MOLINIER

v.

SECRETARY-GENERAL  
OF THE UNITED NATIONS

---

**ORDER ON AN APPLICATION FOR  
SUSPENSION OF ACTION PENDING  
MANAGEMENT EVALUATION**

---

**Counsel for Applicant:**

Self-represented

**Counsel for Respondent:**

Michel Boulianne, UN Women

Michael Ryneveld, UN Women

## **Introduction**

1. By application filed on 26 November 2025, the Applicant, a staff member of the United Nations Entity for Gender Equality and the Empowerment of Women (“UN Women”), requests suspension of action, pending management evaluation, of the decision not to renew her fixed-term appointment (“FTA”), which was due to expire on 30 November 2025.
2. On 26 November 2025, the application for suspension of action was served on the Respondent, who filed his reply on 28 November 2025. In his service notification, the Respondent was instructed to refrain, for as long as the suspension of action procedure before the Dispute Tribunal is ongoing, from taking any further decision or action relating to the decision that the Applicant seeks to suspend.
3. For the reasons set forth below, the Tribunal decides to reject the application.

## **Facts**

4. The Applicant was appointed to her current position with UN Women on 16 May 2023, under a one-year FTA.
5. From 16 May 2023 through to the end of November 2024, the Applicant’s position was funded by UN Women’s Generation Equality Project, under a grant from the Gates Foundation. Following the expiry of the grant from the Gates Foundation, the Applicant’s position was funded by temporary access to available funds from UN Women’s regular resources from the end of November 2024 initially for a one-month period, and then for subsequent short periods through the end of May 2025.
6. On 31 March 2025, the Applicant was advised that her contract, expiring on 31 May 2025, would not be renewed on account of a lack of available funding.
7. Prior to the expiry of her FTA, the Applicant was informed that a six-month extension would be issued following the identification of an unspent balance from another project under the Generation Equality Project. This funding is set to expire on 30 November 2025.

8. On 31 October 2025, the Applicant's supervisor informed her that her contract would not be renewed beyond 30 November 2025.

9. On 14 November 2025, the Applicant sent an email to the Executive Director explaining the operational need for continuity, the advanced stage of the Global Cybersecurity Forum ("GCF") project, and the significant operational risks associated with an abrupt separation.

10. On 17 and 19 November 2025, the Applicant contacted the Director of Human Resources to explain the operational and personal implications of the situation. During these exchanges, she was *allegedly* informed that the formal separation process had not been initiated.

11. On 21 November 2025, the Applicant's supervisor informed her via Microsoft Teams that his efforts had failed, and that no solution had been found regarding the non-renewal of her contract.

12. On 24 November 2025, the Applicant requested management evaluation of the decision not to renew her contract beyond 30 November 2025.

13. On 25 November 2025, the Applicant filed the instant application.

### **Consideration**

14. Art. 2.2 of the Tribunal's Statute provides that the Tribunal shall be competent to suspend the implementation of a contested administrative decision during the pendency of management evaluation where the decision appears *prima facie* to be unlawful, in case of particular urgency, and where its implementation would cause irreparable damage. These three requirements are cumulative. In other words, they must all be met in order for a suspension of action to be granted. Furthermore, the burden of proof rests on the Applicant.

#### *Prima facie unlawfulness*

15. The Tribunal recalls that the threshold required in assessing this condition is that of "serious and reasonable doubts" about the lawfulness of the impugned decision (*Hepworth* UNDT/2009/003, *Corcoran* UNDT/2009/071, *Miyazaki*

UNDT/2009/076, *Corna* Order No. 90 (GVA/2010), *Berger* UNDT/2011/134, *Chattopadhyay* UNDT/2011/198, *Wang* UNDT/2012/080, *Bchir* Order No. 77 (NBI/2013), *Kompass* Order No. 99 (GVA/2015)).

16. The Applicant's claims of unlawfulness are based on the following grounds:

- a. The stated reason of "lack of funding" is contradicted by imminent project financing of approximately USD1.5 million over two years, the availability of core resources currently used to extend other contracts, the continuity of her functions through reassignment to another staff member without relevant expertise, existing institutional funding within the team due to a vacancy, and management's plan to recruit for the same functions once the grant is approved. Ending her appointment while continuing the functions and preparing to rehire indicates that the post was not genuinely abolished and that resources existed to bridge the contract, rendering the separation temporary and avoidable;
- b. Administrative discretion in non-renewals must be exercised reasonably, based on complete and accurate information, and in a proportionate manner. The Administration failed to consider less harmful alternatives that would have preserved operational continuity and mitigated severe personal and administrative consequences. No measures routinely extended to other staff in comparable or less compelling circumstances, such as a short bridging extension pending project approval, temporary reassignment, partial redistribution of duties, or leave without pay, were considered or offered;
- c. Unequal treatment and inconsistent application of discretion across the team; and
- d. Breach of duty of care, particularly towards internationally recruited staff, by creating a pattern of uncertainty through repeated last-minute extensions over the past 18 months, failing to provide formal notice, and indicating that renewal remained under review. Based on this conduct, the Applicant reasonably and in good faith understood that the 31 October 2025

communication was not final, preventing her from taking timely steps to mitigate the consequences. After six potential non-renewals in 18 months, it was unreasonable to expect her to vacate her apartment or initiate separation preparations each time, especially given the Organization's consistent practice of granting short, last-minute extensions.

17. On the other hand, the Respondent submits that the contested decision is lawful and opposes the Applicant's allegations as follows:

- a. The Applicant has furnished no specific evidence to substantiate her claims concerning the availability, actual or forthcoming, of funding within UN Women for her post. She likewise provides no evidence of short-term extensions allegedly granted to other staff, or of the purported allocation of her functions to other personnel;
- b. The Applicant refers to a proposed two-year project, valued at USD1.5 million, from the GCF purportedly dedicated to her functions. However, this project has not been formally confirmed by the donor, nor has a contribution agreement been concluded under which UN Women could commit funds. Consequently, as of the date of expiry of the Applicant's contract, funding from the GCF is not available;
- c. The Respondent generally refutes the assertion that other resources are available for the Applicant's post but concedes that other core or non-core resources unconnected to the Applicant's position may have been directed toward other organizational requirements. However, under staff regulation 1.2(c), the Executive Director, on behalf of the Secretary-General, is granted broad discretionary authority in the organization of work. This includes the ability to restructure departments, create new posts, redeploy or relocate staff, and allocate funds in accordance with organizational needs;
- d. In relation to the Applicant's assertion that her functions were assigned to other personnel, the communication of 21 November 2025 indicates that one staff member will support efforts to secure the new funding. This reference pertains solely to the financial arrangement with the donor and does

not indicate an allocation of the Applicant's core functions to another staff member. Furthermore, any future recruitment plan is conditional on this new funding from the donor, which has not yet been secured. Until such funding is formalized, no resources exist for the Applicant's post or anyone else;

e. Concerning the Applicant's claim that the Administration has not sought other alternatives than the non-renewal of her contract, the Respondent reiterates the fact that the Executive Directive is granted broad discretionary authority in the organization of work and allocation of available funding; and

f. The Applicant was informed in writing of the decision not to renew her FTA beyond 30 November 2025. Her supervisor communicated the decision to her. It is, therefore, inaccurate to claim that she has not received a formal notification from an identified decision maker.

18. The Tribunal notes that, although the Applicant asserted the existence of alternative funding within UN Women to prevent the non-renewal of her contract, she did not provide evidence to substantiate these claims. In the absence of such evidence, the Tribunal cannot conclude that there are serious or reasonable doubts regarding the stated lack of funding. The same applies to the allegations of unequal treatment and inconsistent exercise of administrative discretion.

19. Secondly, while the Tribunal acknowledges the Applicant's concerns about the finality of the decision communicated on 31 October 2025, given the history of repeated last-minute renewals, it does not agree that the Organization failed to issue a formal decision, breached its administrative obligations, or violated procedural fairness.

20. Instead, the Tribunal finds that the notification of 31 October 2025 constitutes a formal and final administrative decision. Furthermore, as a fixed-term appointment carries no expectancy of renewal and is presumed to end on its expiry date, the Applicant has not demonstrated any legal defect in the non-renewal process nor established that the 31 October 2025 communication was anything other than a valid and final decision.

21. Lastly, the Tribunal acknowledges that the Administration's handling of the Applicant's contract could have been better. The pattern of short and last-minute renewals, the absence of proper separation formalities, and repeated indications that renewal remained under consideration, as evidenced by the communication of 21 November 2025, contributed to the Applicant's sense of insecurity and vulnerability.

22. The Tribunal also acknowledges the Applicant's frustration at not being offered an alternative solution to the non-renewal of her contract, particularly in light of the anticipated GCF funding, which she claims is expected to commence in February 2026. However, the Respondent has not confirmed this.

23. Indeed, it seems that the Organization could have explored alternative solutions like the Applicant argues, such as placing the Applicant in Special Leave Without Pay ("SLWOP") until the new funding is secured. Such an approach would have preserved institutional knowledge, avoided the costs associated with a new recruitment process, and prevented the separation of a staff member.

24. However, it is settled jurisprudence that the Organization enjoys a broad discretionary authority in the organization of its own work, and that the Tribunal shall not interfere with the proper exercise of such discretionary authority. It is not the role of the Dispute Tribunal to consider the correctness of the choice made by the Secretary-General amongst the various courses of action open to him (*Sanwidi* 2010-UNAT-084, para. 40).

25. Accordingly, while the Tribunal expresses reservations regarding the course of action adopted by the Organization, it cannot equate such reservations with a finding of breach of duty of care or of unlawfulness.

26. Therefore, the Applicant has failed to establish that the non-renewal decision is *prima facie* unlawful. Given the cumulative nature of the conditions to be met for the granting of a suspension of action, the Tribunal does not find it necessary to consider whether the contested decision is urgent or whether it would cause irreparable damage (*Evangelista* UNDT/2011/212; *Dougherty* UNDT/2011/133).

**Conclusion**

27. In view of the foregoing, the application for suspension of action pending management evaluation is rejected.

*(Signed)*

Judge Sun Xiangzhuang

Dated this 3<sup>rd</sup> day of December 2025

Entered in the Register on this 3<sup>rd</sup> day of December 2025

*(Signed)*

Liliana López Bello, Registrar, Geneva