



Before: Judge Alexander W. Hunter, Jr.

Registry: New York

Registrar: Hafida Lahiouel

ADUNDO

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

ORDER

ON CASE MANAGEMENT

Counsel for Applicant:

Didier Sepho

Counsel for Respondent:

Alan Gutman, ALS/OHRM, UN Secretariat

Introduction

1. On 29 May 2016, the Applicant, a Security Officer at the S-2 level in the Security and Safety Service, Department of Safety and Security (“DSS”), New York, filed an application contesting a decision “breaching the express promise made by the Administration ... to renew his fixed-term appointment for two years [by renewing his appointment for only one year].”

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 [the Applicant’s] supervisors have confirmed 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 renew the Applicant’s fixed-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:

... no unforeseen circumstance took place between 1 September 2015 and 7 December 2015 to justify the breach of its promise by the Administration. Therefore, Applicant’s complaint before the Dispute Tribunal—and consequently the issuance of a ruling favorable to

Applicant by the Tribunal [in Judgment No. UNDT/2015/107 dated 6 November 2015]—is the unique contributing factor in causing the decision by the Administration to breach its promise.

The Applicant further submits that his request for an explanation as to the reason for the decision to renew his appointment for one year instead of two has remained unanswered.

7. In the circumstances, the Tribunal considers it appropriate to make the following order.

IT IS ORDERED THAT:

8. By **5:00 p.m. on Thursday, 11 August 2016**, the Respondent is to state the reason for the decision to offer the Applicant a one year fixed-term appointment on 7 December 2015, having previously informed the Applicant that, barring unforeseen circumstances, DSS intended to extend his appointment for two years. The Respondent is to further state whether he considers that any “unforeseen circumstances” arose between 1 September 2015 and 7 December 2015, which affected the stated intention of DSS to renew the Applicant’s fixed-term appointment for two years. If so, the Respondent is to provide particulars.

(Signed)

Judge Alexander W. Hunter, Jr.

Dated this 8th day of August 2016