Registry's translation, the French text alone being authoritative.

NINETY-SECOND SESSION

***In re* Giordimaina** **Judgment No. 2116**

The Administrative Tribunal,

Considering the complaint filed by Mrs Antonella Giordimaina against the Food and Agriculture Organization of the United Nations (FAO) on 29 June 2000 and corrected on 25 October 2000, the FAO's reply of 31 January 2001, the complainant's rejoinder of 19 March and the Organization's surrejoinder of 10 May 2001;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions;

Considering that the facts of the case and the pleadings may be summed up as follows:

A. The complainant, a British citizen who was born in 1966, joined the World Food Programme (WFP), an autonomous joint subsidiary programme of both the United Nations and the FAO, on 4 August 1987 at grade G.1. She was employed as a temporary assistant under short-term appointments remunerated on a daily basis until October 1993 and on a monthly basis thereafter. On 1 January 1995 she got a fixed-term appointment as an office helper for three months which was extended several times. On 1 February 1995 the complainant was assigned, at grade G.1, to the post of clerk, which was at grade G.3, in the telex unit (later renamed the Telecommunications Unit) following the retirement of the previous incumbent. The post of clerk that she was occupying was reclassified in 1996 at grade G.2/G.3 and the title changed to telecommunications clerk.

On 16 December 1996 the WFP published a notice of vacancy for the post of telecommunications clerk and the complainant applied for it. Pending the outcome of the selection process, her appointment was extended from 1 January to 28 February 1997, from 1 March to 30 April and from 1 May to 31 May with an extension until 30 June 1997.

The complainant and three other applicants were placed on the short list and interviewed. On 4 June 1997 the complainant sent the Director of the Human Resources Division a memorandum asking how far the selection procedure had progressed. On 27 August she filed an appeal with the Executive Director of the WFP objecting that the results of the interview had not been sent to her and that she had not got the appointment. Among other claims she sought reinstatement in her post. The Executive Director rejected her appeal by a letter of 24 September, explaining that following a decision to postpone filling the post, the vacancy announcement had been withdrawn on 26 May and the post had been reclassified. On 30 October 1997 the complainant went to the Appeals Committee, which reported to the Director-General of the FAO on 16 December 1999, recommending rejection. On 4 April 2000 the Director-General wrote to the complainant rejecting her appeal. That is the impugned decision.

B. The complainant accuses the Organization of bad faith and breach of several rules of the FAO Manual. She also pleads discrimination and abuse of authority: between 4 August 1987 and 31 December 1993 the FAO "strategically" interrupted the contractual relationship in order to bar her access to stable employment. In her submission she is entitled to a fixed-term appointment for the period in question and to reinstatement on a continuing appointment under Manual paragraph III.311.65. She further contends that by giving her fixed-term appointments of less than one year the FAO offended against Staff Rule 302.4112.

She pleads breach of the selection process in that the results of the interview were not notified to her. According to the Manual, the FAO was bound to go through with the selection procedure and to extend her contract until it was

completed. The FAO failed to inform her that it had withdrawn the vacancy announcement and reclassified the post. In her view, the FAO had to allow her the opportunity to apply for the post as reclassified and in filling the post it had to give her priority. She adds that the FAO failed to give reasons for the non-renewal of her appointment.

She asserts that she was given duties of a G.3 level on being assigned to the telex unit, yet was paid a G.1 salary. The Organization "obviously intended" to "exploit" her.

Lastly, she points out that the Director-General's final decision was not taken until nearly three years after she filed her appeal which in her view is an inordinate delay.

She asks the Tribunal to quash the decision of 4 April 2000 and to order her reinstatement as she prescribes. She also claims grade G.2 as from February 1994 and all her consequent entitlements. She claims 350 million Italian lire in moral damages and a sum not below 50 million lire in costs.

C. Citing the case law the FAO replies that the complaint is irreceivable as regards the period from 4 August 1987 to 31 December 1993. Had the complainant intended to challenge the alleged "contrived break" in the employment relationship on 31 December 1993 she ought to have done so within the time limit.

The FAO points out that the complainant's duties were of a temporary nature. It contends that it was right to give her short-term or fixed-term appointments, as they were what best suited the non-permanent nature of her duties. The allegations of abuse of authority are therefore unfounded. It states that fixed-term appointments end automatically at the expiry date set in the letter of appointment and no notice is required.

As to the allegation of non-observance of the selection procedure, the Organization observes that while the selection procedure was under way there was a review of the staffing structure in the Telecommunications Unit which led to the conclusion that new technology had made the post of telecommunications clerk superfluous. It was therefore reclassified as a clerk-typist post at grade G.3. In reply to her memorandum of 4 June 1997 a personnel officer telephoned the complainant to inform her that the vacancy announcement had been withdrawn, that the post had been reclassified and that she lacked the necessary qualifications for it. The reclassification has to be seen in its context: the interests of the service dictated radical changes, so the post was reclassified for objective reasons not because of any bias against the complainant. Lastly, the fact that it extended her appointment pending the outcome of the selection process is evidence of the FAO's good faith and its wish to find a solution to her problem.

D. The complainant rejoins that the complaint is receivable. The refusal to renew her contract beyond 30 June 1997 was the only decision she could challenge and she did so within the time limit. If she had challenged any of its earlier offers of appointment the FAO would not have kept her on. In her view the case law cited by the FAO is irrelevant. She cites Judgment 752 (*in re* Goldschmidt), which allows the rule on time limits to be waived where the organisation has misled the staff member. That, she says, is exactly what the FAO did by renewing her appointment time and again. She denies that her duties were temporary. In her submission short-term appointments are warranted where there is a very heavy workload, but ten years on such appointments would seem to be an unduly long time.

She contends that, her memorandum of 4 June having gone unanswered, she did not find out until September 1997 that the post in question had been reclassified. By failing to announce that the post was to be reclassified and by appointing someone else to the post, the FAO showed discrimination against her and was guilty of abuse of authority.

E. In its surrejoinder the Organization presses its pleas including those regarding receivability. It denies discrimination: the complainant was simply not qualified for the post as upgraded. She was asked to perform duties corresponding to grade G.1 for as long as she was on a G.1 post. Not having asked her to undertake duties of a higher grade, to grant her a special post allowance would not be justified. The FAO explains that the Appeals Committee took as long as it deemed necessary to examine the complainant's case. After receiving the Committee's report the Director-General did take slightly more than three months to come to a final decision, but that was not excessive. Neither the Staff Regulations nor the Staff Rules prescribe any time limit for such decisions.

CONSIDERATIONS

1. The complainant worked for the WFP from 4 August 1987 to 30 June 1997. Between 4 August 1987 and 26 October 1993 she did temporary work as a clerk, messenger, filing clerk and office helper under short-term contracts on a daily rate of pay. For example, her services were required at meetings of the WFP's Executive Board. As from 27 October 1993 she was paid at a monthly rate, again under short-term appointments. In 1994 she worked first part time then full time.

On 1 January 1995 she got a fixed-term appointment - which was renewed several times - as an office helper. On 1 February 1995 she was assigned to the post of clerk in the telex unit. She was to do temporary work pending a review of the description of the post of clerk and the publishing of the vacancy notice for that post which had fallen vacant at the end of 1994, when its incumbent retired. During that time the Organization embarked on a review of the structure of the complainant's unit, that had become the Telecommunications Unit. The post she was occupying was reclassified as a telecommunications clerk post at grade G.2/G.3 and put up for competition. She was kept in it temporarily and pending completion of the selection procedure her appointment was extended, up to 30 June 1997.

A vacancy announcement for the post of telecommunications clerk had been published in December 1996. The complainant and other WFP employees applied, but while the selection process was underway it became clear from the review of the staffing structure in the Telecommunications Unit that the post was no longer needed. On 26 May 1997 the vacancy announcement was cancelled, according to the Organization, and the post was reclassified as a post of clerk-typist at grade G.3. It was not put up for competition but filled by transfer on 30 June. The candidates who had answered the vacancy announcement were not informed of that. Moreover, it is neither alleged nor established that they were given any earlier indication that the post - while up for competition - was being reviewed and reclassified, and so might be abolished. By a memorandum of 4 June 1997 the complainant asked the Director of the Human Resources Division what stage the selection process had reached. According to the FAO, she was given the information on 10 June 1997 by telephone. The complainant demurs; and the Organization provides no evidence of its assertion.

On 27 August 1997 the complainant filed an appeal with the Executive Director of the WFP citing the five following grounds:

(a) the FAO failed to notify the results of the competition and inform her that she was not appointed;

(b) it did not renew her appointment which, she asserts, amounts to discrimination;

(c) breach of the provisions of Staff Rule 302.4112 which she also considers to be discrimination;

(d) the discrepancy between the kind of work she was doing and the amount she was paid; and

(e) non-payment of an end-of-service indemnity.

On 24 September 1997 the Executive Director informed the complainant that her appeal was rejected, and replied to each point she had raised in her appeal.

(i) She explained that the vacancy notice had been withdrawn on 26 May 1997 and that the post had been reclassified as a clerk-typist post at grade G.3 for which the complainant lacked the necessary qualifications, namely English at grade C level and a typing speed of fifty words a minute. An employee who did have those qualifications had been transferred to the post on 30 June 1997.

(ii) The complainant had pointed out to her that she had worked for the FAO for nearly ten years and that of all the employees given notice of non-renewal she was the only one whose appointment was actually terminated. The Executive Director denied that assertion: there had been other non-renewals. Moreover, although the complainant had served the FAO for ten years, until 1995 she had been under short-term contracts. The last one had been a fixed-term contract. She had no entitlement to renewal. Besides, the reason for her departure was the abolition of the post to which she had been temporarily assigned.

(iii) There had been no breach of Rule 302.4112 since the complainant's fixed-term appointment had lasted for more than one year.

(iv) The complainant claimed that she had been paid a G.1 salary whereas her duties corresponded to the G.3 level. In fact she was employed in the Temporary Assistance Unit and had never been selected for a post by competition. A special post allowance is not paid unless the staff member's qualifications match those required for the higher post to which the staff member may be temporarily assigned. In this case the complainant had neither the necessary language skills nor the requisite paper qualifications. Her claim was therefore unfounded.

(v) No termination indemnity is due upon expiry of a fixed-term appointment.

On 30 October 1997 the complainant went to the Appeals Committee. In its report of 16 December 1999 the Committee recommended rejecting the appeal. The Director-General of the FAO endorsed that recommendation and so informed the complainant on 4 April 2000. That is the decision now under challenge.

2. The complainant is asking the Tribunal to quash the impugned decision.

Her main claim is to immediate reinstatement in her post on a continuing appointment with retroactive effect as from 5 August 1988, at grade G.2. She claims all the remuneration she was not paid due to the interruption in the contractual relationship which the Organization failed to substantiate, payment by the Organization of the contributions to her retirement pension and allowances for dependent children. Failing that she claims compensation and moral damages for "unwarranted loss of employment and the related career opportunities".

As subsidiary claims, she seeks reinstatement in her post on a fixed-term appointment for seven years at grade G.2, and payment, with interest, of all salary arrears from July 1997. She also claims payment by the Organization of her pension contributions.

At all events she claims grade G.2 as from February 1994 and, accordingly, payment, plus interest, of the difference between her earnings on grade G.1 and what she would have earned as a grade G.2 official from February 1994 to June 1997. She claims payment by the Organization of her pension contributions, "adjustment of the termination indemnity", moral damages and costs.

In support of her claims she puts forward various pleas which will be discussed below. Her first objection is to the non-renewal of her appointment; it was wrongful, should be set aside and the complainant should be reinstated. In her submission the length of her service entitles her to a continuing appointment. The FAO broke the rules by barring for several years her access to stable employment. From February 1995 to the end of June 1997, though paid at G.1 level she performed G.2-level duties, and so is entitled to "additional remuneration". In her submission the FAO seriously harmed her interests and should therefore pay her moral damages. In this connection she cites the slowness of the internal appeal procedure.

The Organization seeks the dismissal of the complaint: it is irreceivable as regards the period from August 1987 to December 1993. If she intended to challenge the alleged "contrived break" in the employment relationship from 31 December 1993, she should have done so within the time limit. On the merits the FAO contends that her duties being temporary, it was right to give her short-term and fixed-term appointments. Such appointments confer no rights. It denies any flaws in the selection procedure and submits that it had every right to withdraw the vacancy announcement because the post was no longer necessary. Moreover, it was reclassified and the complainant no longer qualified for it. The FAO adds that it showed no prejudice against her and, contrary to her assertion, the internal appeals procedure was not unduly long.

3. The complainant asks for several witnesses to be heard in connection with the selection process. That is unnecessary, since the facts are sufficiently established by the evidence.

The selection procedure

4. (a) According to the case law, an organisation may suspend or even cancel a selection procedure if its interests so warrant provided that there is no misuse of authority (see for example Judgments 1771, *in re* De Riemaeker No. 4; 1982, *in re* Barret No. 3; and 2075, *in re* Pinto No. 4). The organisation is the judge of where its interests lie and the Tribunal recognises that an organisation has wide discretion in the matter. Misuse of authority may not be presumed and the burden of proof is on the party that pleads it.

The Organization's explanation as to why it withdrew the vacancy notice and reclassified the post would appear to be tenable and plausible. The complainant alleges discrimination but offers no evidence that the FAO tried to harm

her in someone else's interest. There was nothing personal about the measure, it was simply a consequence of the restructuring, so the FAO did not impair the complainant's rights by putting an end to the selection procedure.

(b) The complainant has neither challenged the appointment of someone else to the reclassified post nor asserted that it could be filled only by way of competition.

She cannot therefore argue that it was in order to exclude her that the FAO reclassified the post and appointed someone else without holding a competition.

5. Relations between an organisation and its staff must be governed by good faith. Furthermore, an organisation must treat its staff with due consideration and avoid causing them undue injury. In particular, it must inform them in advance of any action that may imperil their rights or rightful interests (see, for example, Judgment 1756, *in re* Awoyemi, under 10(a) and the others cited therein; and for more recent cases, Judgments 2017, *in re* Toa Ba; 2051, *in re* Gupta No. 8; 2067, *in re* Annabi No. 2; and 2072, *in re* Fialkowski).

True to say, the FAO did observe those duties in that it extended the complainant's appointment until the date by which the post was to be filled. But it was cavalier in the way in which it informed her of what was to become of the selection process. For the complainant it was particularly important that she be informed promptly whether she could expect to be appointed, so that she could start to look for another job if need be. She contends, and the FAO does not demur, that she had the more reason to be optimistic as she had been told unofficially that of all the applicants, she stood the best chance of being appointed. In these circumstances, the FAO ought to have put her in the picture at once, or in any event as soon as it became clear from the review of the staffing structure in the Telecommunications Unit that reclassification was a serious possibility for the post in question. But it did not - or at least the FAO neither alleged nor established the contrary. Thereafter, when a decision was taken on 26 May 1997 to withdraw the vacancy announcement, the Organization should have informed the candidates immediately. According to the evidence, the complainant was so informed in writing only on 24 September 1997, in other words nearly four months later. Even if, as the Organization contends, she was informed by telephone on 10 June 1997 written notification was nonetheless an obligation.

The complainant's personal interests have undoubtedly been harmed and some redress for the material and moral injury she suffered is warranted (see under 12 below).

Special post allowance

6. The complainant submits that as from 1 February 1995 although on grade G.1 she actually performed G.3-level duties.

The FAO retorts that the complainant held grade G.1 and the tasks that she performed as from that date were those she had been recruited to do; she was not working at a higher level. As the complainant herself says, she made no formal claim to a special post allowance as such.

Staff Rule 302.308 says:

"302.3081 Staff members are expected to assume, as a normal part of their work assignments and without extra compensation, the duties and responsibilities of higher-level posts for short periods (such as during sessions of the Conference or Council, or absences of other staff members).

302.3082 Staff members who are required to assume duties of higher-level posts for substantial periods of time may be paid a special non-pensionable post allowance as set out in the FAO Manual."

FAO Manual paragraph III.308.422 says that a proposal for the payment of a special post allowance must be submitted by the unit concerned to the department or office head for approval, accompanied by an explanatory memorandum.

No such proposal was submitted. However, since the Organization had its say on this matter and since, when she made her claim to the readjustment of her salary, the complainant was no longer regarded as a serving official, the Tribunal considers that the internal means of redress have been exhausted.

The Tribunal is satisfied on the evidence that, as the FAO argues, from 1 February 1995 the complainant was

employed under fixed-term appointments to do temporary work as a clerk in the telex unit; so the duties she performed were not of a level higher than that of her post. The amount of her pay was that stipulated in the terms of her contracts and she did not challenge it when the contracts were concluded. Any claim filed in that connection outside the time limit would thus be irreceivable.

The plea fails.

The complainant's claim to the conversion of her appointments

7. (a) The complainant asserts that the provisions of the FAO Manual entitle her to:

(1) Conversion of her short-term contracts between 4 August 1987 and 31 December 1993 to fixed-term contracts, since in all they covered more than one year (Staff Rule 302.4112), the contract breaks being a mere device to prevent the rule from being applied.

(2) Conversion of her fixed-term appointments into a continuing appointment after six years of continuing service on short-term or fixed-term appointments (Manual paragraph III.311.65).

According to the complainant, the Organization ought to have applied those rules automatically and must therefore do so with retroactive effect. Since she could not have been expected to claim their application at the time, she can now seek retroactive application together with the entitlements that go with each type of appointment.

The Organization demurs. For the period from 4 August 1987 to 31 December 1993 the complainant could and should have challenged each decision on the grounds of breach of the above-mentioned rules. Since she failed to do so, her plea is time barred. On the merits the FAO denies breaking the rules in question.

(b) The complainant is arguing that as an employee - and thus in a weak position vis-à-vis the employer - for as long as she is under contract she cannot properly forfeit what she may claim by law. That thesis may find support in the domestic law on private sector employment contracts of some countries. But it is not expressed in quite the same way in international civil service law. According to precedent, in the interests of stable administration a decision which has taken effect unchallenged may not as a rule be challenged at some later date (see, for example, Judgments 1132, *in re* Bakker No. 2; 1413, *in re* Feldmann; 1554, *in re* Tögl; 1666, *in re* Bedrikow, under 5(b); and 1938, *in re* Alvarez Vigil, under 8).

Occasionally, and in exceptional circumstances where strict observance of that rule would be pedantic, the Tribunal has looked behind the documents to ascertain the intention of the parties. In Judgments 701 (*in re* Bustos) and 702 (*in re* Giussi), emphasising the exceptional nature of each case, the Tribunal found that in the circumstances, uninterrupted employment in the same post for more than eleven years was to be treated as a continuous whole and that its division into short-term contractual periods was fictitious, so notice was required in order for the contract to be terminated. In the case ruled on in Judgment 1385 (*in re* Burt) - in which the Tribunal referred to Judgment 701 - the issue was to be resolved as to whether an official on a short-term appointment could benefit from certain rules applying to fixed-term appointments. The official having completed one year of continuous service, the Tribunal found that the interruption of his appointment by an external collaboration contract was a "device" to circumvent the rule. It thus based its determination that the rule must be applied on the parties' intention as expressed in the total length of the appointment.

(c) But the circumstances of the present case are not altogether exceptional. Although until October 1993 there was some continuity in the contractual relations, the length of service - remunerated on a daily basis - and the duties involved varied. The complainant herself concedes that during that period her contracts were initially for "casual work". But casual work is anything but continuous and lasting.

That being so, there is no alternative but to apply the fundamental rule that unchallenged administrative decisions are binding on both parties. Her claim to reinstatement cannot therefore succeed since she did not seek a formal review of her position at the time when she could have done so.

That applies generally, not just to the contracts and decisions pertaining to the period ending in December 1993.

(d) There remains, however, the issue of whether, when deciding on the category of contract to be awarded - on the

basis of a completed period of continuous service in the past - the administration and the Tribunal are bound by the classification applied previously to a series of short contracts. The rule that an administrative decision which has become final or *res judicata* is not open to challenge does not in itself preclude applying the accurate legal classification at some later date, as when the contracts came into effect the parties had no reason to question their classification having no cause of action and hence no legal standing.

(e) According to Manual paragraph III.311.65 a continuing appointment is granted after six years of continuing service on short-term or fixed-term appointments with the Organization.

There is no need to determine whether, and to what extent, at the time of challenging the non-renewal of her appointment the complainant could plead breach of the above rule in claiming eligibility for termination under the rules governing continuing appointments.

Even supposing the above rule did apply to her, the Tribunal finds no breach of it. In the interests of efficient staff management an organisation must have a measure of discretion in applying a rule of this kind.

What has to be determined, therefore, is whether, when her appointment was extended for the last time, on 1 June 1997, or when the extension expired, on 30 June 1997, the complainant had completed six years of continuing service with the Organization. The requirement of continuing service was undoubtedly met for the period starting in early 1995. But there is some doubt as to early 1994, because at the time she was doing part-time work. There is even greater doubt regarding the period prior to that, when as she herself says, she was doing "casual work". In addition, there were several official contract breaks - understandable in view of the nature of her duties. In these circumstances, the Organization could rightly conclude in 1997 that she did not meet the requirement of six years of continuing service.

There was, therefore, no breach of Manual paragraph III.311.65.

(f) Since her appointment cannot be treated as an indefinite one, the complainant has no entitlement to a terminal indemnity, since under paragraph III.305.5123 fixed-term appointments automatically expire according to their terms, "without notice or indemnity".

The non-renewal of the appointment

8. What Rule 302.907 of the Staff Rules and Manual paragraph III.305.5123 are saying is that an appointment for a fixed-term will simply lapse with the passage of time. However, a steady line of precedent has it that a decision not to renew an appointment is an actionable one and so must fulfil certain requirements. One of them is that it must be accounted for. Moreover, the reasons must be conveyed in a timely manner so that the staff member may act accordingly. The staff member must also be given reasonable notice (see, for example, Judgments 1317, *in re* Amira, under 24, and 1583, *in re* Ricart Nouel, under 5, and the others cited therein).

In this case the complainant was given grounds for the decision, since the FAO had told her that her appointment would end once the vacant post was filled. However, the real reason for the non-renewal was the abolition of the post, which was not the reason conveyed to the complainant. For her, abolishing a post or appointing someone to it had different implications. As long as the post was not filled all she needed to do was await the appointment since she thought she stood every chance of being the successful candidate. If, however, she had been given an indication of the abolition and upgrading of the post to a level for which she was not qualified, she could at once have set about challenging the decision or at least looking for alternative employment at the FAO or elsewhere.

Consequently, the Organization should have informed her sufficiently early of the real reason of the non-renewal. It did so only at the end of September 1997, yet the vacancy announcement had been withdrawn four months earlier and her contract had expired on 30 June. The impugned decision must therefore be set aside.

9. The FAO is not, however, under an obligation to reinstate the complainant (see, for example, Judgment 1317 and the others cited therein).

Although an organisation must abide by certain rules when not renewing an appointment, it is not barred from terminating a short-term or fixed-term appointment.

Consistent precedent says that non-renewal is at the discretion of the appointing authority. Such a decision is

subject to only limited review, and the Tribunal may set it aside only if it was taken without authority, or in breach of a rule of form or procedure, or was based on a mistake of fact or of law, or if some essential fact was overlooked, or if clearly mistaken conclusions were drawn from the evidence, or if there was abuse of authority (see, for example, Judgment 1526, *in re* Baigrie, under 3, and the precedents cited therein).

Here, the non-renewal of the complainant's contract was a consequence of the abolition of the post she held temporarily. The Organization says that there was no other activity it could assign her to. These reasons are convincing. Misuse of authority is neither alleged nor established.

Assistance in the complainant's search for alternative employment

10. The written submissions say little of the help the Organization afforded the complainant in looking for another job (on the existence of such a duty see Judgment 1526 and others cited therein).

Being satisfied with her services the FAO placed her name for one year on an electronic roster of candidates for vacancies.

The complainant alleges that she got no offers from the FAO and remained unemployed. But she gives no information about any steps she may have taken with a view to applying for jobs or taking part in competitions.

Nor does the FAO give any indication as to what posts may have been available or any offers it may have made.

The Tribunal finds no evidence that the Organization did not give the complainant the appropriate assistance.

The length of the internal appeal procedure

11. A staff member who files an appeal is entitled to expect a decision to be taken within a reasonable time. Since an internal appeal is a necessary prelude to judicial review, the Organization too must respect the need for expeditious proceedings.

In this case more than two-and-a-half years elapsed between the complainant's appeal to the Appeals Committee and the Director-General's decision to reject it. Circumstances and the nature of the case demanded an expeditious appeal procedure. Since, in the internal appeal, the complainant was challenging a decision not to keep her on and claiming reinstatement, she needed to know quickly what the outcome of the appeal would be. Indeed, her future to some extent depended on it. Though it raised some delicate issues, the case was not particularly complex. The conclusion is that the appeal was not sufficiently expeditious.

The amount of time usually needed to deal with such a case was far exceeded. As a result the complainant suffered injury warranting redress.

Redress

12. The Organization's omissions, noted under 5, 8 and 11 above, caused the complainant significant material and moral injury. For months she was left on tenterhooks about her job at the FAO. That naturally made her quite anxious and may have hampered her search for a new job.

In view of the complainant's last salary, the Tribunal considers that compensation in an overall amount of 15,000 euros including all interest as at the date of the present judgment constitutes fair redress.

13. Even though the complaint succeeds only in part, the costs must be borne by the FAO, whose wrongful conduct prompted the complaint.

DECISION

For the above reasons,

1. The impugned decision is set aside.

2. The FAO shall pay the complainant compensation in an amount of 15,000 euros.

3. It shall pay her 6,000 euros in costs.

4. All other claims are dismissed.

In witness of this judgment, adopted on 2 November 2001, Mr Michel Gentot, President of the Tribunal, Mr Jean-François Egli, Judge, and Mrs Hildegard Rondón de Sansó, Judge, sign below, as do I, Catherine Comtet, Registrar.

Delivered in public in Geneva on 30 January 2002.

(Signed)

Michel Gentot

Jean-François Egli

Hildegard Rondón de Sansó

Catherine Comtet

Updated by PFR. Approved by CC. Last update: 15 February 2002.