



## **Introduction and Facts**

1. The Applicant joined the United Nations Operation in Côte d'Ivoire (UNOCI) as a Senior Civil Affairs Officer, on 21 April 2007 under a 300-series Appointment of Limited Duration for a period of six months to 21 October 2007. Her contract was then extended for a further month to 20 November 2007.

2. On 22 August 2007, the Applicant made a complaint of harassment to the Chairman of the Field Staff Union Committee at UNOCI.

3. According to the Applicant, on 13 September 2007, following a meeting with the Deputy Special Representative of the Secretary-General (DSRSG), Mr. George Charpentier, she was advised by confidential email that her contract would not be renewed.

4. On 14 September 2007, the Applicant states that she received a "written notification package" to be completed by herself and the DSRSG. At the Applicant's request, a meeting was held with the DSRSG on 20 September 2007, where the Applicant was advised by the DSRSG that the decision not to renew her contract "was final." The Applicant asserted that she was not provided with proper justification for the non-renewal decision, but that it was on the grounds of misconduct. In the following weeks, the Applicant wrote to the DSRSG a number of times requesting justification for the non-renewal of her contract and completion of her performance evaluation.

5. On 22 September 2007, the Applicant complained to Ms. Jane Lute, then Under-Secretary-General for Field Support, about what the Applicant described as gender abuse, abuse of authority, and violation of due process.



she slid the envelope that contained both of them under the door. I attach a copy of each document for ease of reference.

Consequently, since 20 November 2007, you no longer have been a

16. She also wrote to the Under-Secretary-General for Field Support again in February 2008 and in 2009.

17. The Applicant also complained to the Office of Internal Oversight Services (OIOS) in March 2009, referring to “Systemic Gender Abuse and the instrumentalisation [sic] of the medical for profession gain.”

18. On 25 November 2009, Counsel from OSLA wrote to the Applicant advising that:

As repeatedly communicated, our Office has identified the most efficient and effective avenue(s) for you to address your multiple concerns and we have obtained confirmation from the Department of Field Support that it would waive the time-limits that govern these avenue(s). We therefore repeatedly requested you to provide draft submissions for our review. Despite our advice, however, you persist in both request(s) and claims which we assessed as either ineffective or without identifiable merit.

[...]

Please be assured that should you require evidence that the Department of Field Support agreed that time-limits would be waived should you wish to bring the matter to the attention of the Management Evaluation Unit – as well as in relation to the performance report – we will provide the same.

19. On 2 October 2010, the Applicant sent a letter to the Under-Secretary-General for Management, requesting three separate management evaluations in respect of the non-renewal of her contract; gender abuse and discrimination and a ‘medical component.’

20. On 28 December 2010, the Management Evaluation Unit (MEU) responded to the Applicant advising her at length that her request was not receivable. The MEU based this conclusion on the fact that the Applicant was notified of the non-renewal of her contract on 5 November 2007, and that, in accordance with the rules applicable



granted the Applicant until 24 August 2011 in which to complete the filing of her three applications.

26.

receivable. The panel added however that even if the request was receivable it had no merits to ground a decision for recusal.

34. In its decision the panel also referred to the recusal in the matter of correction of the receivability judgment. The panel went on to observe that even assuming that the recusal request dated 17 May 2012 also encompassed a request for recusal in the matter of correction, it would be premature to make any pronouncement on that recusal request as the matter was not at the time within the jurisdiction of the judge whom the Applicant was seeking to recuse.<sup>3</sup>

35.



1. A Judge of the Dispute Tribunal who has, or appears to have, a conflict of interest as defined in Article 27 of these Rules shall recuse from the case and inform the President.
  2. A party may make a reasoned request for the recusal of a Judge, on the grounds of a conflict of interest, to the President of the Dispute Tribunal who, after seeking comments from the Judge, shall decide on the request and shall inform the party of the decision in writing. A request for recusal of the President shall be referred to a three-Judge panel for decision.
39. Conflict of interest is defined in article 27 of the Rules of Procedure:
1. The term “conflict of interest” means any factor which may impair or reasonably give the appearance of impairing the ability of a Judge to independently and impartially adjudicate a case assigned to that Judge.
  2. A conflict of interest arises where a case assigned to a Judge involves any of the following:
    - (a) A person with whom the Judge has a personal, familiar or professional relationship;
    - (b) A matter in which the Judge has previously served in another capacity, including adviser, counsel, expert or witness; or
    - (c) Any other circumstances which would make it appear to a reasonable and impartial observer that the Judge’s participation in adjudication of the matter would be inappropriate.



*(Signed)*

Judge Vinod Boolell

Dated this 19<sup>th</sup> day of December 2013

Entered in the Register on this 19<sup>th</sup> day of December 2013

*(Signed)*

Eric Muli, Officer-in-Charge, UNDT, Nairobi