113th Session **Judgment No. 3110**

THE ADMINISTRATIVE TRIBUNAL,

Considering the first and second complaints filed by Miss T. B. against the International Labour Organization (ILO) on 9 April 2010 and corrected on 31 May, the Organization's replies of 7 September, the complainant's rejoinders of 28 October, the ILO's surrejoinders of 13 December 2010 and its additional submissions of 16 March 2012 on the complainant's second complaint;

Considering Articles II, paragraph 1, and VII of the Statute of the Tribunal;

Having examined the written submissions and decided not to order hearings, for which neither party has applied;

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

A. The complainant is a Canadian national born in 1972. On 7 December 2005 she joined the International Labour Office, the ILO's secretariat, as an Administrative Assistant, at grade G.4, in the Human Resources Information Systems Unit under a special short-term contract which was extended twice. From 27 May to 30 June 2006 she was employed under a short-term contract and, following a break in service, she accepted a second short-term contract to work on

a half-time basis for the period from 11 September to 19 November 2006. With effect from 1 November her job was converted to full-time and her contract was subsequently extended several times until its expiry on 31 August 2008.

Upon receiving her extension of contract for the period from 1 September to 31 December 2007, the complainant was informed that Rule 3.5 of the Rules governing conditions of service of short-term officials (hereinafter "Rule 3.5") would apply to her as from 1 September. Rule 3.5 relevantly provides that, whenever the appointment of a short-term official is extended by a period of less than one year so that his/her total continuous contractual service amounts to one year or more, the terms and conditions of a fixed-term appointment shall apply to him/her as from the effective date of the contract which creates one year or more of continuous service.

In January 2008 a vacancy notice was published for a grade G.6 fixed-term position of IRIS[*] Service Center Assistant. The complainant was one of the three shortlisted candidates who took part in a written examination and one of the two who subsequently attended a technical evaluation interview on 17 June. The technical evaluation panel concluded that neither of the candidates possessed the technical knowledge or the behavioural competencies required for the position and recommended that the competition be declared unsuccessful. The Staff Union Committee was asked to examine that recommendation and made no comments. After having consulted the Staff Union, on 5 August 2008 the Director-General declared the competition unsuccessful and the complainant was so informed by an e-mail of the same date. On 17 September the Director-General took the decision to fill the vacancy through the in-grade transfer of another official.

On 23 January 2009 the complainant submitted a grievance to the Human Resources Development Department (HRD), challenging her employment under successive short-term contracts and alleging that the transfer of another official to the disputed post without a

[*] Integrated Resource Information System

competition violated Article 4.2(f) of the Staff Regulations. On 23 April HRD rejected her grievance.

The complainant lodged a grievance with the Joint Advisory Appeals Board on 25 May, in which she challenged, inter alia, her employment under short-term contracts for a continuous period exceeding 364 days; the Office's application of Rule 3.5 to the terms and conditions of her employment; the procedure followed during the competition for the above-mentioned vacancy and the subsequent direct selection and transfer to the post of another official who had not participated in the competition. In its report dated 13 November 2009 the Board found that there had been no flaw in either the competition procedure or the decision to declare the competition unsuccessful. However, with respect to the complainant's employment conditions, it found that the Office had violated Circular No. 630, Series 6, concerning the inappropriate use of employment contracts in the Office, by continuing to employ her under short-term contracts for the period from 15 February 2007 to 31 August 2008. It recommended either annulling her short-term contracts for the aforementioned period and replacing them with a fixed-term contract covering the same period or negotiating an appropriate award of compensation. It further recommended rejecting her remaining claims as without merit. By a letter dated 15 January 2010 the complainant was informed that the Director-General did not endorse the Board's recommendation regarding the Office's inappropriate use of employment contracts, but that he had decided to follow its recommendation to reject her remaining claims. The complainant impugns that decision in both of her complaints.

B. In her first complaint she submits that according to Circular No. 630 she should not have been employed under short-term contracts for more than 364 days. She asserts that the Office's application of Rule 3.5 to the terms and conditions of her employment was unlawful. In her view, Rule 3.5, which was adopted before Circular No. 630 was issued, was intended to provide more protection for officials working indefinitely under short-term contracts. She argues that there is no such thing as a "short-term 3.5" contract and

that she should therefore have been offered a fixed-term contract upon reaching 364 days of service.

She asks the Tribunal to set aside the impugned decision and to order the Organization to convert her short-term contract to a fixed-term contract with retroactive effect, in accordance with the recommendation of the Joint Advisory Appeals Board. She seeks moral and material damages in the amount of 30,000 Swiss francs and 2,000 francs for costs.

In her second complaint she contends that the competition procedure for the vacancy was flawed. She points out that she was not asked to participate in an assessment conducted by an Assessment Centre before undergoing the technical evaluation. In her view, the Office admitted that she possessed the minimum requirements of the vacancy notice by shortlisting her for the post, and she challenges the Administration's assertion that she did not have the behavioural competencies or the technical skills required for the job. She argues that the decision to declare the competition unsuccessful and to fill the vacancy by the within-grade transfer of another official who had not participated in the competition was a breach of Articles 4.2(e) and (f) of the Staff Regulations. In addition, the Office failed to inform the Staff Union of the conditions under which the recruitment and selection process was to be reopened.

The complainant asks the Tribunal to set aside the impugned decision and to cancel the competition procedure and the within-grade transfer of another official to the post. She claims 30,000 francs in material and moral damages and 2,000 francs for costs.

C. As a preliminary matter, the ILO asks the Tribunal to join the two complaints on the basis that they impugn the same final decision by the Director-General and that their substance was the subject of the same grievance procedure before the Joint Advisory Appeals Board.

In its reply to the first complaint the Organization submits that the complainant's position had a dominant information technology component and was similar to that of information technology

consultants whose services may be contracted by the Office for extended but limited periods of time but whose employment is excluded from the scope of Circular No. 630. Consequently, it considers that the Circular did not apply to her. In addition, the Rules governing conditions of service of short-term officials have a higher authority than circulars, and the issuance of Circular No. 630 did not explicitly or implicitly amend those Rules. According to the defendant, Rule 3.5 is not mentioned in the Circular because an official's status under that Rule, which is assimilated to that of an official holding a fixed-term appointment, was never considered an inappropriate use of employment contracts. It argues that, if literally interpreted, paragraph 11 of Circular No. 630 would prohibit the continuous service of an official for more than one year that triggers the application of Rule 3.5, and that consequence would not be in keeping with the purpose of the Circular, which was to address the practice of interrupting short-term contractual employment for more than one month in order to avoid the application of Rule 3.5. Therefore, in the face of two apparently contradictory provisions, it is reasonable to interpret them as indicating that Circular No. 630 is not applicable in cases where Rule 3.5 already provides protection.

The Organization opposes the complainant's claim for damages and points out that she has suffered no material loss by not being granted a fixed-term contract since she benefited from fixed-term conditions through the application of Rule 3.5 to her employment.

In its reply to the second complaint the ILO points out that, according to the Tribunal's case law, decisions regarding appointments are subject to only limited review. It contends that once the competition was declared unsuccessful, the Administration had the authority, under the relevant Staff Regulations, to proceed by way of a direct selection of another official. There was no requirement to select an individual who had participated in a previous competition for the post, nor was it necessary to inform the Staff Union of the Office's intention to fill the vacancy by direct selection. In the complainant's case, it considers that it fulfilled its obligations to inform and consult with the Staff Union.

The ILO acknowledges that the complainant fulfilled the minimum requirements of the vacancy notice but asserts that this was not sufficient to ensure her selection since it in no way indicated that she possessed the technical knowledge or the behavioural competencies required for the position.

D. In her rejoinder to the first complaint the complainant maintains her pleas. She disputes the defendant's assertion that the nature of her employment excluded her from the scope of Circular No. 630. She contends that Rule 3.5 is a social protection measure and it does not authorise the Office to recruit officials for more than 364 days under short-term contracts. She submits that she suffered damage because her status under Rule 3.5 prevented her from applying for the disputed vacancy as an internal candidate and her "precarious" employment situation had a negative impact on her mental and physical health.

In her rejoinder to the second complaint the complainant maintains her pleas. She refers to Article 8 of the Collective Agreement on a Procedure for Recruitment and Selection and presses her plea that the Staff Union was not informed of the conditions under which the selection and recruitment process would be reopened. She contends that the Collective Agreement provides that another Assessment Centre and technical evaluation must be undertaken when such a process is reopened.

E. In its surrejoinders the ILO maintains its position in full. It submits that the complainant's first complaint is receivable only to the extent that she claims the conversion of her contract covering the period from 1 September 2007 to 31 August 2008 from a short-term contract to a fixed-term contract, and that any claims related to her remaining contracts are irreceivable for failure to exhaust the internal means of redress.

F. In its additional submissions on the complainant's second complaint, the defendant notes that, by its Judgment 3032 – which also concerned a case against the ILO – the Tribunal ruled that the relevant provisions of Annex I to the Staff Regulations set up a

chronological order in a competition process which should be respected. Candidates must successfully complete the first stage, the Assessment Centre, before they can participate in a technical evaluation. However, in the Organization's view, the present case is distinguishable from the case leading to Judgment 3032 in that both the complainant and the remaining candidate were external candidates, they were both treated equally because they were both admitted to the technical evaluation without having first gone through the Assessment Centre and, even if they had both completed the Assessment Centre, this would not have affected the outcome of the competition. It concludes that this new case law is not relevant here.

CONSIDERATIONS

1. The complainant was employed on a series of special short-term and short-term contracts between 7 December 2005 and 31 August 2008. Her initial special short-term contract was extended until 26 May 2006, following which she was given a short-term contract from 27 May until 30 June. After a break of more than two months, she was granted a short-term contract from 11 September to 19 November 2006 pursuant to which she initially worked half time. As from 1 November 2006 her job was converted to full-time and her contract was then extended to 14 February 2007. It was thereafter extended on a number of occasions until 31 August 2008. On one such occasion, when her contract was extended from 1 September to 31 December 2007, the complainant was informed that Rule 3.5 of the Rules governing conditions of service of short-term officials (Rule 3.5) would thereafter apply to her. Following the filing of a grievance, the Joint Advisory Appeals Board recommended that the Director-General either annul the complainant's short-term contracts covering the period from 15 February 2007 to 31 August 2008 and replace them by a fixed-term contract covering the same period or negotiate appropriate compensation. The Director-General declined to follow that recommendation and his decision to that effect is the subject of the first complaint by which the complainant seeks

retrospective conversion of her short-term contracts in accordance with the first of the Board's alternative recommendations, as well as material and moral damages and costs.

2. The second complaint is directed at a decision of the Director-General rejecting the complainant's appeal, in accordance with the recommendation of the Joint Advisory Appeals Board, against a decision to transfer another official to a previously advertised post following a competition in which the complainant was a candidate and which competition was subsequently declared unsuccessful.

3. Although the complaints raise different legal and factual issues, the complainant's grievances with respect to her employment status and the transfer of another official to the post for which she had applied were considered together by the Joint Advisory Appeals Board which issued a single report in respect of both matters. Thereafter, the Director-General issued a single decision covering both issues. In these circumstances, it is convenient that the complaints be joined.

4. The complainant's claim for conversion of her short-term contract is based on Circular No. 630, Series 6, which bears the heading "Inappropriate use of employment contracts in the Office". That Circular relevantly specifies that "some occupations and situations" are not considered to come within its scope. Examples of those occupations and situations are given in paragraph 3 as follows:

> "[...] persons employed principally as information technology consultants, audio-visual technicians and linguistic personnel (e.g. free-lance interpreters and translators, editors, revisers, and proof-readers) whose services may be contracted by the Office for extended periods of time are excluded [...] as their work is either that of independent contractors or of a regular seasonal nature."

Paragraph 8 sets out four situations in which short-term appointments are envisaged, namely:

> "• for (a) specific assignment(s) of short duration;

- where a regular staff member needs to be replaced for temporary reasons (e.g. a replacement consequential on maternity leave, leave without pay, or other type of extended leave);
- pending the filling of a vacant job;
- pending the creation of a job."

Within that context, it is stated in paragraph 9 that:

> "The duration of a Short-Term (ST) contract may extend for the full period of the anticipated need, from a minimum of one day to a maximum of 364 days. Alternatively, a series of ST contracts may be issued successively up to a maximum of 364 days."

Paragraph 10 provides that "[a] Special Short-Term (SST) contract may be issued for a minimum of 30 days up to a maximum of 171 days [...] within any 12 consecutive months" and allows for "[a] series of SST contracts [to] be issued successively, up to a maximum of 171 days". Paragraph 11 states that "[i]n principle, a combination of SST and ST contracts cannot exceed a total of 364 days within a two-year period".

5. Before turning to the substance of the first complaint, it is convenient to note that the Organization argues that it is receivable only to the extent of the complainant's "last contract – which covered the period from 1 September 2007 to 31 August 2008". In this regard, it argues by reference to Judgments 2708 and 2838 that, as "the complainant [filed] her grievance claiming reconversion of her contracts on 23 January 2009, [her] claim is irreceivable in respect of any previous contract [...] as the available internal remedies were not exhausted in their respect". The argument is apparently based on the proposition that a new contract was entered into on 1 September 2007 when the complainant was informed that Rule 3.5 would then apply to her. A similar argument was advanced in support of an application for review of Judgment 2838. In Judgment 2937 that argument was rejected, as was the application for review, it being pointed out that the document in question in that case "merely offered an 'extension' of the initial contract, indicating that 'the short-term contract conditions [were] applicable', and it did not alter the nature of that contract". The same is true of the document of 5 September 2007

which offered the complainant "an extension of [her] contract" and indicated that, apart from the application of Rule 3.5 – which applied of its own force and not by reason of any new contract – "all other conditions remain[ed] unchanged". Accordingly, the argument of the ILO with respect to receivability must be rejected.

6. It is not in issue that the complainant was employed for a specific assignment, namely to develop training and provide help-desk services in relation to the Human Resources module of the Integrated Resource Information System that had been introduced shortly before her initial appointment. As already indicated, her employment commenced on 7 December 2005 and, subject to a break of over two months and a period of approximately six weeks of half-time employment, it continued until 31 August 2008 – a period in excess of two and a half years. In these circumstances, her assignment cannot be said to be of "short duration" for the purposes of paragraph 8 of the Circular and it is not suggested that any of the other situations specified in that paragraph are of any relevance to the present case. Accordingly, it cannot be said that the complainant's job was one for which a short-term appointment was envisaged. However, the ILO argues that, as the complainant's "job [had] a dominant information technology component", it was "similar to the job of 'information technology consultants'" referred to in paragraph 3 of the Circular and, thus, beyond its scope. That argument must be rejected. Paragraph 3 must be read in its entirety and, when so read, the relevant issue is not whether the work in question involved an "information technology component" but whether the complainant was employed principally as an information technology consultant and her work was, thus, that of an independent contractor. In this regard, there is no suggestion that her work was "of a regular seasonal nature". The question whether work is performed by a person as an independent contractor directs attention to whether, on the one hand, the person concerned is subject to direction as to how he or she performs the work or, on the other hand, whether he or she exercises an independent role in choosing the manner of its performance. Only in the latter case is he or she properly regarded as an independent

contractor. In the present case, there is no indication that the complainant had any independent role in determining how she would perform her work. Nor is there anything to suggest that her work was in any way comparable to that of an information technology consultant. Accordingly, her work was not outside the scope of Circular No. 630.

7. The Organization makes a further argument by reference to the hierarchy of norms to the effect that Circular No. 630 is subject to Rule 3.5 and, thus, has no application where the rule applies. Rule 3.5 relevantly provides:

> "(a) Whenever the appointment of a short-term official is extended by a period of less than one year so that his total continuous contractual service amounts to one year or more, the terms and conditions of a fixed-term appointment under the Staff Regulations of the ILO shall apply to him as from the effective date of the contract which creates one year or more of continuous service:
>
> [...]
>
> (c) For the purpose of this Rule, continuity of service shall not be considered to have been broken by any interruption which does not exceed 30 days."

It is argued that the Circular does not and cannot amend Rule 3.5. Moreover, it is put that, if literally interpreted, "paragraph 11 of the Circular would prohibit continuous service of more than one year which would trigger the application of Rule 3.5". This, it is said, would not be in line with the purpose of the Circular. Accordingly, it is submitted that the Circular should be construed as not applicable in "cases where Rule 3.5 already provides protection".

8. The argument for reading the Circular as not applying where Rule 3.5 operates must be rejected. The argument is based on a misunderstanding of both Rule 3.5 and the Circular. It assumes that Rule 3.5 provides authority for extending short-term contracts for more than one year. It does not; it merely acknowledges that in some circumstances that may occur. Further, the Circular also allows that some special short-term and short-term contracts may be extended so that a short-term official's continuous service exceeds one year. Such

may be the case by reason that the nature of the official's occupation is beyond the scope of the Circular (paragraph 3) or the situation in which the official was appointed was one in which a short-term contract was envisaged (paragraph 8) but, nonetheless, the situation continued for more than one year. Accordingly, there is no inconsistency between Rule 3.5 and the Circular. Moreover, Rule 3.5 operates in a different sphere from the Circular. The Circular operates to specify whether a contract may be legally made or extended; Rule 3.5 assumes that the contract has been legally extended and operates only to apply the conditions of a fixed-term appointment "from the effective date of the contract which creates one year or more of continuous service". As there is no inconsistency, there is no occasion to restrict the operation of the Circular in the manner for which the ILO contends. Moreover, a restriction of that kind would be inconsistent with the result reached in Judgment 2838, it being held in that case that, notwithstanding the application of Rule 3.5, "the Organization was under an obligation to offer [...] another type of contract differing in length and terms from a special short-term contract".

9. The Director-General's decision rejecting the recommendation of the Joint Advisory Appeals Board with respect to the complainant's contractual status must be set aside. As the Organization offers no practical reason for not converting the complainant's short-term contract to a fixed-term contract for the period from 15 February 2007 to 31 August 2008, it will be so ordered. Additionally, and consistent with Judgment 2838, the complainant is entitled to compensation for moral and material injury, which will be set *ex aequo et bono* at 30,000 Swiss francs.

10. The second complaint arises out of the complainant's application for the position of IRIS Service Center Assistant, grade G.6, for which a vacancy notice was issued on 30 January 2008. She was shortlisted for the position for which three candidates sat the written examination. One candidate later withdrew and the complainant and the remaining candidate were interviewed on 17 June

2008. The technical evaluation panel concluded that neither candidate possessed the technical knowledge and behavioural competencies required. Thereafter, on 5 August, the Director-General declared the competition unsuccessful. Later, on 17 November, the position was filled by direct selection and in-grade transfer of another official.

11. The complainant contends that the competition procedure was flawed and seeks an order for its cancellation, as well as an order cancelling the in-grade transfer of another official to the post. She also seeks material and moral damages, as well as costs. So far as concerns the competition procedure, it is not in dispute that paragraph 11 of Annex I to the Staff Regulations then required a candidate such as the complainant to attend an assessment centre before undergoing a technical evaluation. In the present case, the complainant did not at any stage attend the Assessment Centre. She argues that not only was that a procedural flaw but that it was for the Assessment Centre, not the selection panel, to assess "behavioural competencies". The complainant is wrong in her contention as to the role of the Assessment Centre. Article 1.1 of the Collective Agreement for Recruitment and Selection specifies that the Assessment Centre is to decide "on the competence of individuals to work at particular levels in the Organization", whilst "technical evaluation", the function performed by the technical evaluation panel, is defined as the "appraisal of technical skills and professional expertise and experience of successfully assessed candidates to a given vacancy". If an advertised post requires particular "behavioural competencies", that is a matter to be evaluated by the technical evaluation panel, not the Assessment Centre. However, it is necessary to consider the fact that the complainant was not invited to attend the Assessment Centre.

12. In Judgment 3032, consideration 20, the Tribunal analysed the provisions that should have been applied in the present case and noted that there was "a chronological order in the competition process and [...] candidates must successfully complete the first stage, that is the Assessment Centre, before they can participate in the second, namely the technical evaluation". In that case, assessment of external

candidates by the Assessment Centre took place after their technical evaluation and the Tribunal noted, in consideration 22, that "the possibility that this [...] had an impact on the results of the competition [could not] be ruled out". The Organization argues that as the complainant and the only other remaining candidate were found not to have the technical knowledge and behavioural competencies, the complainant's non-attendance at the Assessment Centre could not have influenced the decision to declare the competition unsuccessful. This is correct. Even so and as pointed out in Judgment 3032 in relation to the same provisions on which the complainant relies, "when an international organisation wants to fill a post by competition, it must comply with the material rules and the general precepts of the case law". In these circumstances and even though the procedural flaw cannot be said to have impacted on the decision to declare the competition unsuccessful, the complainant is entitled to moral damages, which the Tribunal fixes at 500 Swiss francs. However, as the competition was declared unsuccessful, there is no occasion to order its cancellation, as requested by the complainant.

13. The complainant also seeks an order cancelling the in-grade transfer by which the post for which she applied was filled. At the Tribunal's request, the ILO transmitted the second complaint to the person who was transferred to the post. She replied on 9 March 2012, stating that she did not wish to express her views on the matter.

14. In support of her claim for cancellation of the in-grade transfer of another person to the post for which she applied, the complainant refers to Article 8 of the Collective Agreement on a Procedure for Recruitment and Selection. Article 8 provides:

> "If the recruitment and selection process is declared unsuccessful and the post is retained with the same job description [the] H[uman] R[esources] D[epartment] and the responsible chief shall consider the conditions under which the selection and recruitment process is to be reopened (Assessment Centre and technical evaluation), and shall inform the Union representative(s)."

The complainant contends that the Union representative was not informed of the conditions under which the selection and recruitment

process was to be reopened. The Organization does not contend otherwise. However, it did inform the Staff Union that neither of the candidates who had been initially interviewed had qualified for the post and the Union made no comment on the matter. In these circumstances, it is impossible to conclude that failure to comply precisely with the terms of Article 8 of the Collective Agreement affected the complainant's rights.

15. The complainant also contends that the parenthetical reference to "Assessment Centre and technical evaluation" in Article 8 of the Collective Agreement requires that a new competition be held. That is not correct. The words "selection and recruitment process" do not necessarily dictate a competitive process, as is clear from Article 4.2(f) of the Staff Regulations, to which further reference will shortly be made. Further, it is possible for the Assessment Centre process and technical evaluation to be carried out independently of a competition. Indeed, in this case, the person ultimately selected for the post and another official whose selection was considered were subject to technical evaluation by the same selection panel as interviewed the complainant and the remaining candidate in the unsuccessful competition.

16. Article 4.2(f) of the Staff Regulations relevantly provides that:

> "[...] competition shall be the normal method of filling vacancies between grades G.1 and P.5 inclusive. The methods to be employed shall comprise transfer in the same grade, promotion or appointment, normally by competition."

The specification that competition is to be the "normal method of filling vacancies" indicates that, at least in some circumstances, selection or recruitment may involve some other process. However, Article 4.2(f) further provides:

> "Promotion or appointment without competition may be employed only in:
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> - filling vacancies requiring specialized qualifications;
> - filling vacancies caused by upgrading of a job by one grade or in the case of a job upgraded from the General Service to the National

> Professional Officers category or to the Professional category or in the case of a job upgraded from the National Professional Officers to the Professional category by one grade or more;
>
> - filling vacancies in urgency;
> - filling other vacancies where it is impossible to satisfy the provisions of article 4.2(a) [...] by the employment of any other method.
>
> The Staff Union representatives […] shall be informed of any promotions or appointments made without competition."

In Judgment 2755 the Tribunal construed Article 4.2(f) to mean "the Director-General may, in certain specific cases which are exhaustively listed, fill such vacancies without holding a competition by appointment or promotion, but not by transfer in the same grade". It also noted that "the Staff Union representatives must be informed only of promotions and appointments made without a competition, but not of transfers in the same grade, which must therefore be preceded by a competition of which the staff members have been informed". In the result, it held that Article 4.2(f) had been breached "by transferring [an official] in the same grade, by direct selection, without a competition". The complainant contends, by reference to Judgment 2755, that the in-grade transfer of another official to the post for which she had applied similarly involved a breach of Article 4.2(f).

17. The present case differs from that considered in Judgment 2755. In the latter case, there was no competition at all. In the present case, there was, in fact, a competition, albeit an unsuccessful one. The second sentence of Article 4.2(f) allows that the methods of filling vacancies are "transfer in the same grade, promotion or appointment, normally by competition". That sentence postulates that, at least in some unusual or extraordinary circumstances, an in-grade transfer can occur without the usual competition. No violence is done to the language of that sentence if it is construed as allowing for an in-grade transfer following a competition that has been unsuccessful, and it should be so construed. Accordingly, no order will be made setting aside the in-grade transfer by which the post for which the complainant applied was filled.

DECISION

For the above reasons,

1. The decision of the Director-General of 15 January 2010 to the extent indicated under 9, above, is set aside.

2. The Director-General shall cancel the extensions to the complainant's contract covering the period from 15 February 2007 to 31 August 2008 and replace them with a fixed-term contract for the same period.

3. The ILO shall pay the complainant material and moral damages in the amount of 30,000 Swiss francs with respect to the failure to offer her a fixed-term contract for the period from 15 February 2007 to 31 August 2008, and moral damages in the amount of 500 francs for the irregularity in the unsuccessful competition for the post of IRIS Service Center Assistant.

4. The ILO shall pay the complainant's costs in the amount of 1,500 francs.

5. All other claims are dismissed.

In witness of this judgment, adopted on 9 May 2012, Ms Mary G. Gaudron, Vice-President of the Tribunal, Mr Giuseppe Barbagallo, Judge, and Ms Dolores M. Hansen, Judge, sign below, as do I, Catherine Comtet, Registrar.

Delivered in public in Geneva on 4 July 2012.

Mary G. Gaudron
Giuseppe Barbagallo
Dolores M. Hansen
Catherine Comtet