

118th Session

Judgment No. 3353

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Mr H.P. W. against the International Telecommunication Union (ITU) on 19 January 2012, which was corrected on 20 February, the ITU's reply of 28 May, the complainant's rejoinder of 4 September and the ITU's surrejoinder dated 17 December 2012;

Considering the complaint filed by Mr H. M. against the ITU on 24 January 2012, which was corrected on 13 February, the ITU's reply of 28 May, the complainant's rejoinder of 3 July, the ITU's surrejoinder dated 4 October 2012, the complainant's additional submissions of 7 March 2013 and the ITU's final comments of 13 June 2013;

Considering Article II, paragraph 5, of the Statute of the Tribunal;
Having examined the written submissions;

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

A. The complainants joined the ITU in July 2008 under short-term contracts. In 2009, they were offered two-year fixed-term appointments at grade P.5. Mr W. was appointed head of the Forum Division as

from 1 February 2009 and Mr M., head of the Marketing and Sales Division as from 1 March 2009.

During a meeting held on 17 January 2011 Mr W. was informed of a restructuring process and of the consequent abolition of his post and non-renewal of his appointment upon its expiry at the end of the month. The Secretary-General notified him in writing of the non-renewal decision the following day. In the meantime, on 17 January, he wrote a letter to Mr M. notifying him that his appointment would not be renewed upon its expiry, i.e. on 28 February 2011. The Secretary-General met with him on 20 January to inform him of his decision. The Secretary-General explained to both complainants that the Guadalajara Plenipotentiary Conference (hereinafter “the Guadalajara Conference”) called for a complete reorientation of Telecom activities and consequently a restructuring of the Telecom Secretariat. He added that they were no longer requested to report to work as from 24 January, which would enable them to make personal arrangements for their future. The Secretary-General awarded Mr W. compensation calculated on the basis of the salary and allowances he would have received had he continued working for 30 days, though he emphasised that he was under no obligation to do so.

The complainants subsequently asked the Secretary-General to review these decisions, contending inter alia that they were unaware of the alleged restructuring in the Divisions they headed and that the manner and haste in which their appointments were terminated caused them injury. In March 2011 they were notified of the Secretary-General’s decision to reject their requests for review.

Mr W. and Mr M. filed appeals with the Appeal Board against the Secretary-General’s decision on 16 and 26 May respectively. The Board issued two separate reports on 1 August 2011, concluding that the complainants had not shown that the decisions not to renew their appointments were flawed or that the actions taken by the ITU had damaged their reputation. It therefore recommended rejecting the appeals, but it made general recommendations concerning staffing needs and the need for the ITU to examine the practice and law

applicable in other international organisations of the United Nations with respect to compensation awarded to staff members in lieu of notice. It also recommended that the ITU communicate better with staff concerning the restructuring. The Board's reports were communicated to the complainants on 6 September.

By letters of 21 October 2011, Mr W. and Mr M. were informed that the Secretary-General had decided to maintain his earlier decisions not to renew their appointments. Mr W. was also informed that the Secretary-General considered that the indemnity of one month's salary and allowances he received in lieu of notice was reasonable given that he began work with the ITU in July 2008 and that his case involved the non-renewal of his first fixed-term contract. In their complaints before the Tribunal, Mr W. and Mr M. impugn these decisions of 21 October.

B. The complainants contend that there were no valid reasons not to renew their contracts and that, consequently, the non-renewal decisions were flawed. They allege that various reasons were given to them and that the restructuring had already occurred in early 2010, i.e. before it was decided to abolish their posts. They argue that the Guadalajara Conference did no more than confirm the reorientations and restructuring which had been implemented by the Telecom Secretariat in early 2010. They also contend that as senior managers they should have been informed of the consequences of the restructuring as soon as it was initiated; the ITU having failed to do so, it acted in breach of its duty to inform.

They assert that the ITU appointed new staff members to perform their tasks, and that their posts were not truly abolished as there was no reduction in staff. They argue that the restructuring and abolition of posts were decided to provide an *a posteriori* rationale for the decision to get rid of them.

The complainants allege a lack of good faith on the part of the ITU. Mr W. points out that the ITU waited until the last minute to inform him of the decision not to renew his appointment and misled him by authorising his leave request for Christmas holidays whilst

specifying that no further leave would be approved in the weeks prior to the Telecom World 2011 Summit, which was to be held later that year. Mr M. states that he received the non-renewal letter after his staff had been informed that his appointment would not be renewed and that new staff would be appointed to replace him. He likewise considers that the ITU misled him in approving his request to take home leave for the period from 22 December 2010 to 7 January 2011.

The complainants assert that the non-renewal decision impaired their professional reputation and dignity, particularly because they were senior professionals working in a specialised area. The non-renewal decision put them and their families in financial distress.

According to the complainants, they were denied their right to a fair trial and to due process because the ITU rejected all their requests for disclosure of documents relating to the restructuring. Consequently, they did not have the necessary evidence to prove their case before the Appeal Board. Mr M. stresses that his electronic files and mail were removed from his computer just after he was informed that his contract would not be renewed, but before the actual expiry date.

The complainants ask the Tribunal to order the disclosure of a number of documents and to hear witnesses, with a view to establishing that the alleged restructuring had no other purpose than to get rid of them. They also ask the Tribunal to order the ITU to reinstate them under two-year fixed-term contracts and to compensate them for the physical, reputational and financial prejudice caused by the ITU. Lastly, they claim costs.

C. In its replies the ITU asserts that the complainants had no right to the renewal of their fixed-term contracts. Staff Regulation 9.12 provides that “a fixed-term appointment shall expire automatically and without prior notice on the expiry date specified in the letter of appointment”. They were given the reason for the non-renewal,

i.e. abolition of post, once the decision was taken, which is in line with the Tribunal's case law, and the reason has always been the abolition of their posts. It explains that the new approach taken pursuant to the Guadalajara Conference was enforced in October 2010 and that the complainants were aware of it. It was only in January 2011 that the restructuring of the Secretariat occurred. It adds that the Executive Manager of Telecom was involved in the restructuring process, and not the complainants, because the entire Telecom Secretariat was being restructured, not only their Divisions.

The ITU stresses that the decision to abolish a post falls within the Secretary-General's discretion. It states that the functions for which new staff members were recruited required qualifications, expertise and experience that the complainants did not have. The new staff members were recruited after the restructuring and they did not "replace" the complainants. It asserts that the decision to abolish the complainants' posts was taken in the interest of the ITU and not for the purpose of getting rid of them.

The ITU rejects the accusation of lack of good faith, emphasising that it paid Mr W. an indemnity in lieu of notice and gave Mr M. one month's notice, though it was under no obligation to do so. It accuses the complainants of having contacted partners asserting that their contracts were terminated, and thus trying to sabotage the ITU's Telecom World 2011 Summit. It asserts that the complainants' actions were damaging to the ITU's reputation.

According to the ITU, there was no breach of due process, as the documents it provided during the internal appeal proceedings sufficed to enable the complainants defend their rights. It refuses to disclose the documents requested by the complainants, explaining that some are confidential and that in any case they are no longer staff members. The ITU raises no objection to the complainants' applications for an oral hearing, but considers that the written evidence produced before the Tribunal should enable the latter to make a thorough assessment of the case.

The ITU emphasises that Mr M.'s computer was reformatted merely because it was believed that he was not using it. In any event, he could still access, from another computer, his professional e-mails and the files he would have stored on the network drives; the only files he could not access were those stored on the hard drive.

D. In their rejoinders the complainants deny the ITU's assertion that they were treated with due consideration. Mr M. contends that he was not officially thanked for his work, that he was asked not to report to work after 24 January merely because the ITU needed his office and computer for the newly hired staff, and that on 26 January when he went to his office he was asked to move out; shortly afterwards a new staff member occupied his office. Mr W. stresses that his staff was given information relating to his separation from service in a general meeting before he was himself informed that his contract would not be renewed, that he was requested to vacate his office before the end of his contract and that his subordinate was asked to attend a meeting instead of him. He argues that, according to the Tribunal's case law, such actions constitute harassment.

Mr W. stresses that he was unable to secure employment following his separation from service, in particular because of the damage done to his reputation. Both complainants submit that the impugned decisions have caused them serious financial difficulties. Mr M. stresses that one of his children had to drop out of university and seek employment because he could no longer support his studies.

E. In its surrejoinder the ITU maintains that it acted with due consideration to the complainants. It explains, *inter alia*, that Mr W. cleared out his office himself; no one else did it for him. It asserts that it did not deliberately act in a way that would put Mr M. in financial distress. It submits that, contrary to Mr M.'s allegation, his son may not have dropped out of university, and it produces a document taken from the Internet showing that he graduated in 2012 from the university from which he had allegedly withdrawn.

F. In his additional submissions Mr M. submits that the ITU has truncated a document concerning his son which it submitted with its surrejoinder.

G. In its final comments on Mr M.'s complaint the ITU contends that the document in question was not falsified, but printed as taken from the Internet and that, in any event, it had indicated to the Tribunal that the probative value of the document was uncertain.

CONSIDERATIONS

1. The complainants were both employed by the ITU on two-year fixed-term contracts in the P.5 grade. Mr W. was the head of the Forum Division and Mr M. was the head of the Marketing and Sales Division. Both complaints impugn decisions by the Secretary-General of the ITU dated 21 October 2011. These complaints concern the non-renewal of the complainants' two-year fixed-term contracts in circumstances which they contend were unlawful. Although the decisions were issued in separate letters, they were in very similar terms.

2. In the impugned decisions, the Secretary-General accepted the recommendations of the Appeal Board concerning the decisions not to renew Mr Ws.' and Mr M.'s contracts when they expired on 31 January 2011 and 28 February 2011, respectively. The Appeal Board had recommended that their appeals should be rejected on the ground that the complainants had not proven that the decisions not to renew their contracts were unlawful. In the impugned decision concerning Mr W., the Secretary-General determined that an indemnity of one month's salary and allowances, additionally, in lieu of notice was reasonable given that Mr W. commenced work with the ITU in July 2008, on short-term contracts, and his

case involved the non-renewal of his first fixed-term contract. In the case of Mr M., the Secretary-General agreed with the recommendation not to renew his contract but no indemnity was mentioned. The complainants seek to have those decisions set aside. They also seek compensation for physical, reputational and financial harm, as well as to be reinstated on two-year fixed-term contracts.

3. The complaints are against the same organisation, arise from similar circumstances and raise the same issues. Their submissions are identical in substance and both seek the setting aside of the above-mentioned decisions. It is therefore convenient to join them so that they may form the subject of a single judgment.

4. In determining whether the impugned decisions should be set aside, the central issue for consideration is whether the non-renewal of the complainants' contracts was unlawful. However, the complainants seek an order compelling the ITU to disclose documents. They also seek an order for oral proceedings before the Tribunal. They highlight that the Appeal Board recommended the dismissal of their appeals on the ground that they did not have the necessary evidence to prove their cases. They insist that the ITU deliberately concealed evidence which they repeatedly requested and prevented them from having access to information and the evidence necessary to present their cases. They contend that they were thereby denied their right to a fair trial and that their due process rights were breached.

5. The complainants ask the Tribunal to hear some 20 witnesses who, they state, could elucidate various areas of discrepancy between their evidence and the evidence of the ITU. Mr W. states, for example, that the discrepancies concern what transpired at the meeting of 17 January 2011, at which he was verbally informed of the "urgent restructuring" and the consequent abolition of his post and the non-renewal of his contract. The complainants refute the ITU's assertion that the non-renewal of their contracts was the result of a

restructuring of its Telecom activities that was intended to satisfy the recommendations from the Guadalajara Conference of October 2010. They insist that the ITU had already embarked upon a complete reorientation of Telecom during the first half of 2010. The complainants contend that the witnesses whom they wish to proffer would confirm this and would provide evidence that would enable the Tribunal to realise that the ITU secretly commenced the recruitment of new staff in 2010. They state that the witnesses would further support their contention that the ITU skilfully concealed the process from them until January 2011 when they were informed of the non-renewal of their contracts.

6. The complainants have requested the disclosure of documents that they state will confirm that there was a reorientation of Telecom, its strategies and products in early 2010. They also seek the disclosure of documents concerning ITU's Telecom World Summit and the culmination of the Resolution 11 from the Guadalajara Conference. They also seek the disclosure of a list and copies of all procedures and formalities which the ITU followed to implement the restructuring of the Secretariat. They further seek the disclosure of documents concerning the reorientation or restructuring exercise, including the Executive Manager's notebooks, for any information that they may contain on the exercise. The complainants submit that the documents will prove that the ITU had secretly recruited replacement staff contrary to established procedure and its duty of good faith. They insist that the documents will also show that the so-called "restructuring" exercise was a sham that was intended to get rid of them.

7. The ITU raises no objection to oral proceedings. It however considers that the evidence before the Appeal Board and that is now before this Tribunal is sufficient for the Tribunal to determine the complaints. The Tribunal is satisfied that it is not necessary to hear the evidence from the complainants' witnesses in order to determine the complaints in a way that provides a fair assessment of the complainants' cases.

8. For substantially the same reasons, the Tribunal is satisfied that it is not necessary to order the disclosure of documents.

9. The Tribunal turns to consider the substantive or procedural lawfulness of the non-renewal of the complainants' contracts.

10. Unlawfulness or illegality does not arise from the express terms of the complainants' contracts of employment. The relevant provision in their letters of appointment states as follows:

"A Fixed-Term appointment may be extended by mutual agreement. In the absence of such mutual agreement in writing, however, neither this nor any subsequent fixed term appointment carries any right or expectancy of renewal or of conversion to any other type of appointment in the International Telecommunication Union."

11. This provision was not breached as there was no mutual agreement between the parties for the renewal of the complainants' appointment.

12. It is necessary to determine, however, whether unlawfulness arises under any relevant Staff Regulations and Staff Rules, as their appointments were made expressly in accordance with any relevant Staff Regulations and Staff Rules.

13. Staff Regulation 9.12(a) states that a fixed-term contract shall expire automatically and without prior notice on the expiry date specified in the letter of appointment. On this provision, the complainants' contracts expired automatically on 31 January 2011 and on 28 February 2011, respectively, with no entitlement to prior notice. The ITU gave verbal notice of non-renewal to Mr W. on 17 January 2011 and confirmed that notice in writing on 18 January 2011. In Mr M.'s case, the ITU seems to suggest that the Executive Manager informed him verbally on 14 January 2011 that his contract would not be renewed. In any event, it is common ground that it was on 20 January 2011 that the Secretary-General informed him verbally of the non-renewal, which was confirmed by the letter dated 17 January that the complainant received on 20 January.

14. The Tribunal observes that neither the termination provision nor any other provision in the complainants' contracts expressly entitle them to notice of the non-renewal of their contracts. Additionally, their contracts expressly state that the normal expiration of their appointment at their term does not require the payment of any indemnity. Moreover, the complainants were not entitled to payment in lieu of notice. This is because Staff Regulation 9.12(b) states that separation as a result of the expiry of a fixed-term contract of employment is not to be regarded as a termination within the meaning of the Staff Regulations and Staff Rules. Accordingly, under the Staff Regulations and Staff Rules, the complainants would not be entitled as of right to the benefits of notice and termination payments.

15. However, the enquiry into the lawfulness of the non-renewal of the complainants' employment extends further than these considerations. The Tribunal's case law recognises other obligations on an international organisation where it does not renew a staff member's fixed-term contract. According to the case law, substantively, a decision not to renew a fixed-term contract must be based on objective and valid grounds. There are also formal requirements. These, however, are to be assessed against the background of the consistent statements by the Tribunal that the decision not to renew a fixed-term contract is discretionary and can be reviewed only on limited grounds (see Judgments 2933, under 10, 2830, under 6, 1231, under 26, and 1154, under 4).

16. Accordingly, the Tribunal will not substitute its own assessment for that of the organisation. The Tribunal will only impeach such a decision if it is *ultra vires*: that is, if the decision is tainted by a legal or procedural irregularity; is based on incorrect facts; if essential facts have not been considered or wrong conclusions have been drawn from the facts, or if the decision is based on an error of fact or law or amounts to an abuse of authority (see, for example, Judgments 2850, under 6, 2861, under 83, and 3299, under 6).

17. The Tribunal's case law also states the following in Judgment 2830, under 6:

“(a) An international organisation may find that it has to reorganise some or all of its departments or units. Reorganisation measures may naturally entail the abolition of posts, the creation of new posts or the redeployment of staff (see Judgments 269, 1614, 2510 and 2742). The steps to be taken in this respect are a matter for the Organization's discretion and are subject to only limited review by the Tribunal (see Judgments 1131, under 5, and 2510, under 10).

(b) The Tribunal has consistently held that ‘there must be objective grounds’ for the abolition of any post. It must not serve as a pretext for removing staff regarded as unwanted, since this would constitute an abuse of authority (see Judgment 1231, under 26, and the case law cited therein).”

18. From the perspective of the substantive requirement, the ITU states that its decision not to renew the complainants' contracts of employment was based on the objective considerations concerned with the abolition of their posts because it restructured its Telecom Secretariat. On the other hand, the complainants contend that there was no objective or valid reason for the decision not to renew their contracts. They question the genuineness of the ITU assertion that their posts were abolished because, they allege, they were given various reasons for the non-renewal.

19. It is noteworthy that the ITU stated in its letters of 17 and 18 January 2011, respectively, to the complainants, that their contracts would not be renewed because the ITU's Telecom Secretariat was being restructured. Those letters stated that the restructuring exercise came as a result of the decision from the Guadalajara Conference that is evidenced by Resolution 11 of 21 October 2010 that called for a complete reorientation or radical restructuring of Telecom activities. The letters further referred to concerns of budgetary constraints and unprofitability, which caused the ITU to redesign and reposition its products and services to rediscover their popularity in order to permit the ITU to succeed in an increasingly crowded and competitive market and to respond to the new expectations of ITU Member States. These reasons were

reiterated in the letters of March 2011 in which the Secretary-General upheld his decisions of January 2011 not to renew the complainants' contracts of employment.

20. The gravamen of the complainants' cases is that the restructuring had already occurred and commenced in earnest during the first half of 2010, before it was decided to abolish their posts. They insist that their posts were not truly abolished as there was no reduction in staff. Accordingly, they contend that restructuring was just a sham to get rid of them.

21. However, it is apparent from the evidence that there were genuine attempts by the ITU to restructure its operations for the purpose of addressing the concerns for the repositioning of its products in circumstances highlighted by the proposals of Resolution 11 from the Guadalajara Conference. The Secretary-General's memorandum dated 17 December 2010 bears this out. The obvious aim was to achieve greater efficiency in ITU's Telecom operations in keeping with immediate and projected market and competitive needs. Notwithstanding that there was no apparent reduction in staff, the new staffing structure as outlined in the attachment to the ITU's communications of March 2011 to the complainants, as well as other documents, support this.

22. The evidence shows that the functions for which new staff members were recruited required qualifications, expertise and experience that the complainants did not have. Accordingly, the restructuring involving a decision to abolish the complainants' posts, was within the discretion of the ITU. The complaints are therefore unfounded on the ground that the ITU did not renew the complainants' employment unlawfully because the ITU had not embarked upon a genuine restructuring of its Secretariat and merely put restructuring forward as a sham to get rid of them.

23. The Tribunal's case law requires an international organisation to provide reasons for a decision not to renew a fixed-

term contract (see, for example, Judgment 675, under 10 and 11). The ITU gave written reasons to both complainants, the gist of which was that the restructuring was for the purpose of repositioning itself in the world market to maintain competitiveness, that being the reason for abolishing the complainants' posts. The reasons were set out in the Secretary-General's letters to the complainants of 17 and 18 January 2011, respectively, and the letters of 7 and 25 March 2011, respectively. The complaints are therefore unfounded on this ground.

24. The Tribunal's case law also requires the ITU to give notice of non-renewal (see, for example, Judgment 1544, under 11). The ITU gave notice of non-renewal to Mr W. on 17 and 18 January 2011 and to Mr M. on 20 January 2011. Further, however, the Tribunal's case law requires the ITU to give reasonable notice of non-renewal, regardless of the terms of their contracts or the provisions of the Staff Regulations and Staff Rules concerning notice. The question is whether the notices constituted reasonable notice in the circumstances of these cases.

25. Mr Ws.' contract expired on 31 January 2011. The ITU seems to suggest that the verbal and written notices of 17 and 18 January 2011 became reasonable when the ITU additionally gave him full emoluments for one month as an indemnity. In the case of Mr M., the ITU contends that the notice of non-renewal, which he received on 20 January 2011, was reasonable, given that his contract of employment was due to expire on 28 February 2011.

26. While the ITU may have seen the indemnity in the case of Mr W. as satisfying monetary compensation in lieu of notice, the question whether notice is reasonable depends upon other circumstances as well. The Tribunal's case law states that the relations between an international organisation and a staff member must be governed by good faith, respect, transparency and consideration for their dignity (see Judgment 1479, under 12). Accordingly, an organisation is required to treat its staff with due consideration and to avoid causing them undue injury. An organisation must care for the

dignity of its staff members and not cause them unnecessary personal distress and disappointment where this could be avoided. In particular, good faith requires an organisation to inform a staff member in advance of any action that it might take which may impair a staff member's rights or rightful interest.

27. The complainants contend that the ITU violated its duty to inform them of the restructuring as soon as it was initiated and did not act in a transparent manner, honestly or in good faith by waiting until the last minute to inform them of the non-renewal of their contracts. They also contend that the ITU abused its authority by appointing new staff members to continue their work and failed to treat them with due consideration by asking them to vacate their offices before the end of their contracts. The Tribunal finds that the complaints are well founded on these grounds.

28. The complainants held senior management positions in Telecom as head of the Forum Division and head of the Marketing and Sales Division, respectively. It is obvious that they were not aware that the ITU had embarked upon the restructuring programme until the very last moment. However, documents and statements by the ITU indicate that serious consideration was given to the restructuring process shortly after the passing of Resolution 11 at the Guadalajara Conference on 21 October 2010.

29. According to the ITU, the restructuring of the Telecom Secretariat was initiated following the Guadalajara Conference and the process was sped up after the Secretary-General's memorandum of 17 December 2010 to the Executive Manager of ITU Telecom directing that the necessary actions for restructuring be taken. This was before the complainants proceeded on their Christmas holidays. The Secretary-General approved the new structure on 13 January 2011. It is obvious that the complainants were totally unaware until after mid-January 2011 that restructuring was being considered and the process had commenced. They were not involved in any way in the process.

30. The Tribunal has stated, in Judgment 2861, under 27, that it must be taken to be normal practice in any international organisation to involve the Chief of a Section or Department in plans for its reorganisation. This is because not to do so would ordinarily constitute a serious failure to respect the dignity of that person.

31. The ITU submits that this statement buttresses its contention that it was unnecessary to involve the complainants in the restructuring process because they were only the Division heads. The ITU contends that since it was the entire Telecom Secretariat that was being restructured, the foregoing statement by the Tribunal required the Executive Manager of Telecom to be involved in the process, rather than the complainants. This submission misses the essential and overriding concern that it is inimical to the dignity of a person who held the senior management positions that the complainants did, to have been left unaware that restructuring was being contemplated and then pursued. It is the Tribunal's view that this was insensitive and it was not unexpected that they would have felt embarrassed, sidelined and hurt to be informed that their contracts would not be renewed because their posts were to be eliminated by a process that they were unaware of until it culminated in the abolition of their posts. This was particularly so when they were permitted to take home leave and travel at some expense with the members of their families over the Christmas holidays, then to be informed of the non-renewal of their employment almost immediately upon returning to work. The Tribunal has not seen any good reason why the restructuring process was shrouded in secrecy and why that eventuality was not known to the complainants.

32. The evidence leads to the conclusion that during the restructuring process the ITU did not treat the complainants with the dignity and respect owed to staff members. It was insensitive and in scant respect for his dignity that Mr M.'s desk and computer were reallocated to other users without his prior knowledge even when he was still returning to his office subsequent to 24 January 2011, but

before his contract expired. The foregoing actions by the ITU in relation to the complainants entitle them to moral damages.

33. It is from this perspective that the reasonableness or otherwise of the notice which Mr W., in particular, was given is to be considered. While the payment of one month's indemnity may provide monetary compensation for the short notice which the ITU gave him, it did not compensate for the indignity, distress and hurt feelings which he sustained as a result of the short notice. The longer notice which Mr M. received did not materially improve the situation for him. This is particularly so in each case when, unaware that a restructuring was in train which could possibly have eliminated their posts, and eventually did, the complainants took holidays during the Christmas period. It should not have been unexpected that the complainants felt further embarrassment by the advice that they need not return to work after 24 January 2011, on the dubious pretext that, given the particular circumstances, this was to give them time to sort out their personal affairs. In effect, this meant that, notwithstanding the level of the posts which they held, they were given seven and four days, respectively, to leave their offices.

34. In the foregoing premises, the complaints are also well founded on the ground that, contrary to the above-mentioned requirements of the case law, the ITU failed to give reasonable notice of the non-renewal of their contracts to the complainants in a way that did not affront their dignity.

35. The complainants have asked the Tribunal to order the ITU to reinstate them under two-year fixed-term contracts as they reasonably expected their employment to have continued in the ITU. Reinstatement of a person on a fixed-term contract can be ordered but only in exceptional cases (see Judgment 1317, under 38). The circumstances in these cases are not of an exceptional character. In addition and more fundamentally, the issue of reinstatement does not arise because the decision not to renew the contracts remains a valid

decision. The Tribunal will award each complainant 60,000 euros in moral damages for the serious affront to their dignity and related violations of their rights as earlier found. This is the sum which the Tribunal thinks will reasonably compensate them for the moral injury which they sustained as a result of the procedural failures in their cases. The Tribunal will also award each complainant 3,000 euros in costs.

DECISION

For the above reasons,

1. The ITU shall pay each complainant 60,000 euros in damages for moral injury.
2. The ITU shall pay each complainant 3,000 euros in costs.
3. All other claims are dismissed.

In witness of this judgment, adopted on 15 May 2014, Mr Giuseppe Barbagallo, President of the Tribunal, Mr Michael F. Moore, Judge, and Sir Hugh A. Rawlins, Judge, sign below, as do I, Dražen Petrović, Registrar.

Delivered in public in Geneva on 9 July 2014.

GIUSEPPE BARBAGALLO

MICHAEL F. MOORE

HUGH A. RAWLINS

DRAŽEN PETROVIĆ