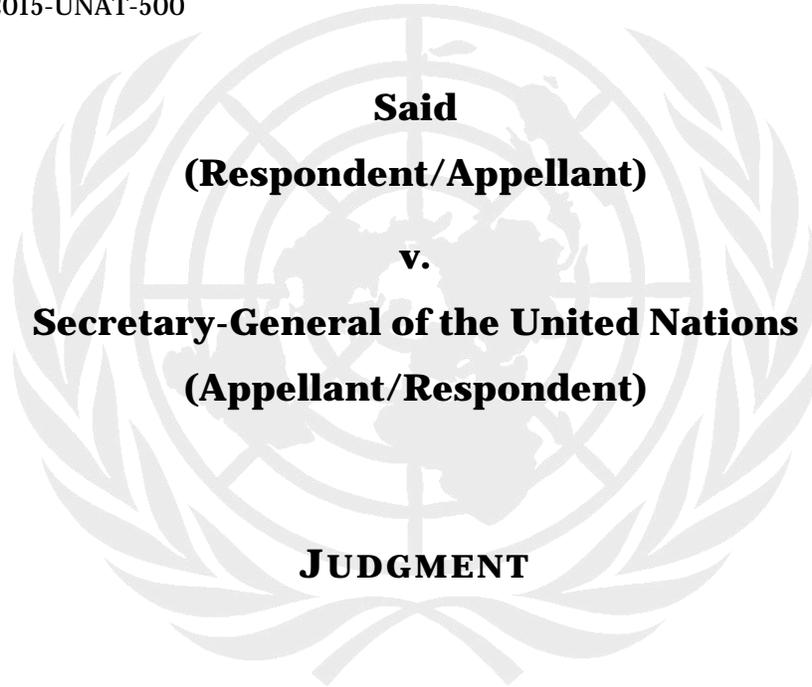




**UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES**

Judgment No. 2015-UNAT-500



Said
(Respondent/Appellant)
v.
Secretary-General of the United Nations
(Appellant/Respondent)

JUDGMENT

Before: Judge Rosalyn Chapman, Presiding
Judge Mary Faherty
Judge Deborah Thomas-Felix

Case Nos.: 2014-569 & 2014-572

Date: 26 February 2015

Registrar: Weicheng Lin

Counsel for Mr. Said: Miles Hastie/OSLA

Counsel for Secretary-General: Amy Wood

JUDGE ROSALYN CHAPMAN, PRESIDING.

1. On 29 November 2013, the United Nations Dispute Tribunal (UNDT or Dispute Tribunal) in Nairobi issued Judgment No. UNDT/2013/150, in the case of *Said v. Secretary-General of the United Nations*. On 27 January 2014, the Secretary-General appealed the Judgment to the United Nations Appeals Tribunal (Appeals Tribunal), and on 31 March 2014, Mr. Ahmed Said filed his answer. On 28 January 2014, Mr. Said filed his own appeal of the Judgment, and on 31 March 2014, the Secretary-General filed his answer to Mr. Said's appeal.

Facts and Procedure

2. Mr. Said applied for a post with the United Nations Children's Fund (UNICEF or Agency) at the National Officer C (NOC) level as a Water and Environmental Sanitation (WASH) specialist in Nouakchott, Mauritania.

3. The selection process was competitive. However, the Agency did not find a candidate with the credentials and experience it was looking for, and it offered Mr. Said, being the least unsuccessful candidate, the same post at a lower National Officer B (NOB) level.

4. Mr. Said joined UNICEF on 1 March 2009, on a two-month fixed-term appointment. The contract was extended three times: for six months, three months, and three additional months, expiring on 30 June 2010.

5. While he was with UNICEF, Mr. Said received one Performance Evaluation Report (PER), which covered the period from 1 March through 31 December 2009. The PER's rating scale ranged from a high of 5 to a low of 1: 5 meant "in many instances, continuously and substantially exceeded expectations"; 4 meant "frequently exceeded expectations"; 3 meant "fully met expectations"; 2 meant "met most expectations, however, there is room for improvement"; and 1 meant "met few expectations". Mr. Said's performance was rated in five categories on the PER: "technical knowledge"; "quality of work"; "quantity of work"; "team work"; and "communication". Mr. Said received ratings of "2" in the two categories of "quality of work" and "communication" and ratings of "3" in the three categories of "technical knowledge", "quantity of work" and "team work".

6. As a general comment in the PER, Mr. Said's supervisor noted that "[o]ver the course of the year, we had one performance discussion, several informal discussions with the supervisor and one discussion with the Head of Section." Additionally, in Part 5 of the PER, Mr. Said's supervisor stated:

[Mr. Said] does not yet possess the level of skill in programme management, strategic planning, information analysis, advocacy and policy development that would enable him to move beyond programme implementation.

The importance of improving these strategic and analytical competencies was discussed with [Mr. Said] several times over the course of the year.

7. The Second Reporting Officer stated in the PER: "I have followed [Mr. Said] since he was recruited and I am quite familiar with his duties. The supervisor concludes that there is still a lot of effort that needs to be put in so that he can perform better. So I agree with those comments."

8. In the PER, Mr. Said disagreed "[t]o some exten[t]" with his supervisor's ratings of "2". However, he did not submit a statement of explanation or a rebuttal to the PER. Mr. Said signed the PER on 24 January 2010.

9. In February 2010, UNICEF re-advertised the WASH specialist post with the same position number, again at the NOC level.

10. On 13 June 2010, Mr. Said was informed that he was not selected for the re-advertised NOC-level post.

11. Mr. Said's appointment expired on 30 June 2010, when it was not renewed, and he was separated from service. The Agency's reason for the non-renewal was poor performance.

12. On 28 July 2010, Mr. Said requested that the Office of Internal Audit (OIA) conduct a preliminary investigation into the decision not to renew his appointment. On 6 August 2010, OIA advised him, inter alia, that a fixed-term appointment carried no expectancy of renewal.

13. On 25 August 2010, Mr. Said requested management evaluation of the decision not to renew his contract. On 15 November 2010, UNICEF Deputy Executive Director for Management upheld the decision, noting that Mr. Said was first notified on 9 March 2010 that his contract

would not be extended in light of his poor performance after months of meetings with his supervisor, second line supervisor and the operations officer.

14. On 14 February 2011, Mr. Said, represented by counsel, filed an application before the UNDT challenging the decision not to renew his contract. He sought rescission of the non-renewal decision or, alternatively, compensation in the amount of 12 months' base salary. Additionally, Mr. Said requested compensation in the amount of six months' base salary for "moral injury/non-pecuniary damages". On 22 March 2011, the Secretary-General filed his reply to the application.

15. On 17 January 2013, the UNDT held a hearing at which Mr. Said testified.¹

16. On 29 November 2013, the UNDT issued Judgment No. UNDT/2013/150, in which it concluded, inter alia, that the Administration "failed to proffer a valid reason for the non-renewal of [Mr. Said's] contract."² The UNDT awarded Mr. Said three months' net base salary, based on its conclusion that "all elementary rules of fairness in regard to performance and improvement were simply ignored [...]"³

Submissions

The Secretary-General's Appeal of the Judgment

The Secretary-General's Appeal

17. The UNDT erred on a question of law, and exceeded its competence, when it found procedural irregularities in connection with Mr. Said's performance evaluation which rendered the Agency's reliance on the evaluation invalid, particularly when Mr. Said had not alleged such irregularities. Additionally, Mr. Said's failure to engage in the rebuttal process is akin to failing to exhaust available administrative remedies, which should preclude the UNDT from reviewing the evaluation process for non-compliance with performance evaluation procedures.

18. Alternatively, the UNDT erred on a question of law when it found that the Agency had failed to comply with its obligations under the UNICEF Human Resources Manual (Manual). The evidence showed that the Agency complied fully with Chapter 7 of the Manual. There were

¹ According to Mr. Said, there is no record of the hearing due to an equipment failure.

² Impugned Judgment, para. 46.

³ *Id.*, para. 47.

regular meetings over several months between Mr. Said and his supervisors to discuss his performance. If he disagreed with his performance evaluation, he could have submitted an explanation or a formal rebuttal; however, he did not. The Manual does not require the Agency to undertake remedial measures to improve a staff member's performance before deciding not to renew an appointment; that is only required in cases concerning termination of an appointment.

19. The UNDT made an error of law by concluding that Mr. Said's unsatisfactory performance was not a lawful ground for deciding not to renew his appointment. The Administration has broad discretion regarding internal management, including the non-renewal of appointments, and poor performance is a lawful basis for the non-renewal of a fixed-term appointment. UNICEF's rating system had five competencies that could be rated from 1 (low) to 5 (high). Mr. Said received a rating of "3" on three of the competencies and "2" on two of the competencies. Mr. Said had been employed by the Agency for less than one year and his performance was not satisfactory. To apply a standard of "hopeless employee" would give the Administration little discretion and would conflict with the goals of the Charter of the United Nations and United Nations Staff Regulations and Rules, which require the highest standards of efficiency, competence and integrity.

20. The UNDT erred on a question of law by applying the requirements for the termination of an appointment for unsatisfactory performance to the non-renewal of Mr. Said's contract. Under Section 10.2 of Administrative Instruction CF/AI/2010-001 entitled "Separation from Service",⁴ the requirement that the Agency provide the staff member an opportunity to improve applied only to the termination of an appointment for unsatisfactory performance; it did not apply to the non-renewal of an appointment.

21. The UNDT made an error of law by awarding compensation to Mr. Said when there was no violation of his procedural or due process rights. Thus, the award of compensation should be vacated.

22. The Secretary-General seeks to vacate the entire Judgment and to affirm that the non-renewal of Mr. Said's appointment was valid.

⁴ This administrative instruction was replaced with Administrative Instruction CF/AI/2010-001 Amd. 1 on 26 June 2014.

Mr. Said's Answer

23. The UNDT correctly concluded that the Agency's reliance on the PER to show unsatisfactory performance was not valid. Administrative Instruction CF/AI/2010-001 set forth the same definition of unsatisfactory performance for the non-renewal of an appointment and the termination of an appointment, although it offered an additional procedural protection of review by a Central Review Body in the case of termination. Thus, the Agency was required to afford him an opportunity to improve.

24. Mr. Said's performance was satisfactory within the meaning of Section 10.2 of Administrative Instruction CF/AI/2010-001, which defined unsatisfactory performance to mean "half or more PER ratings of "1" [...] in a given reporting cycle; or half or more PER ratings below "3" [...] over two consecutive reporting cycles". Since Mr. Said's performance was above this threshold, it was satisfactory. Further, in the PER, the Agency advised Mr. Said that he could address performance shortcomings in his second year with UNICEF. Thus, he did not seek to rebut his evaluation.

25. The UNDT correctly found that performance appraisal rules were not followed by the Agency. Since Mr. Said's PER was not rated unsatisfactory, there were no grounds not to renew his appointment.

*Mr. Said's Appeal of the Amount of Damages Awarded***Mr. Said's Appeal**

26. The UNDT made an error of law in not awarding economic or pecuniary compensation to Mr. Said, to put him in the situation he would have been in if UNICEF had not acted unlawfully, i.e., an award of 12 months' net base salary. The UNDT's award of three months' net base salary has no legal basis.

27. The UNDT made an error of law in not awarding moral or non-pecuniary damages to Mr. Said in an amount that reflects the fundamental breach of his procedural or substantive contractual rights in not renewing his appointment. An award of three months' net base salary is grossly inadequate for the serious breach of his rights; rather, six months' net base salary is within the range of past awards by the UNDT and the Appeals Tribunal.

28. The UNDT erred in law when it failed to provide reasons supporting its award of three months' net base salary, as required by Article 11(1) of the UNDT Statute. Without understanding the UNDT's rationale for its award, meaningful judicial review of the award is not possible. One means of curing this defect is for the Appeals Tribunal to determine *de novo* the appropriate remedy for Mr. Said. Another means would be to remand the matter to the UNDT for proper consideration.

29. Mr. Said seeks a variation of the relief granted from three months' net base salary to 18 months' net base salary, plus interest in accordance with the *Warren* case. In the alternative, he requests that the Appeals Tribunal remand the case to a different judge of the UNDT for redetermination of the issue of compensation alone.

The Secretary-General's Answer

30. The UNDT's failure to provide adequate reasons for its award of compensation, as required by Article 11(1) of the UNDT Statute, mandates that the award of compensation be vacated. The Appeals Tribunal is not the proper forum to conduct a *de novo* hearing. Under Article 2(4)(b) and 2(5) of the Appeals Tribunal Statute, a remand to the UNDT is proper only in limited circumstances, which do not extend to an award of compensation.

31. The UNDT erred in awarding compensation to Mr. Said. First, Mr. Said provided no evidence of pecuniary damages. Not only is there no expectancy that a fixed-term appointment will be renewed, but Mr. Said has not shown that any future appointment would have been for 12 months; to the contrary, his past appointments had been for two months, three months and six months. Moreover, Mr. Said did not have the requisite skills and competence for the post he encumbered; thus, there cannot be any basis for him to have a legitimate expectation that his appointment would be renewed for one year. Second, Mr. Said has not established that an award of moral damages is warranted. The Agency fully complied with the requirements of the Manual for assessing his performance; no fundamental right was breached. Additionally, Mr. Said did not present evidence of actual harm, and pleading harm is insufficient. Finally, the UNDT cases relied upon by Mr. Said to support his claim for moral damages are distinguishable.

Considerations

The Secretary-General's Appeal of the Judgment

32. It is not the function of the Dispute Tribunal to substitute its own decision for that of the Administration.⁵ As we stated in the seminal case of *Sanwidi*:⁶

When judging the validity of the Secretary-General's exercise of discretion in administrative matters, the Dispute Tribunal determines if the decision is legal, rational, procedurally correct, and proportionate. The Tribunal can consider whether relevant matters have been ignored and irrelevant matters considered, and also examine whether the decision is absurd or perverse. But it is not the role of the Dispute Tribunal to consider the correctness of the choice made by the Secretary-General amongst the various courses of action open to him. Nor is it the role of the Tribunal to substitute its own decision for that of the Secretary-General.

33. Under Section 1.7 of Administrative Instruction CF/AI/2009-005 (Types of Appointment and Categories of Staff), “[a] fixed-term appointment does not carry any expectancy of renewal or conversion, irrespective of the length of service. [...] Notwithstanding this, a fixed-term appointment may be extended under certain conditions, as specified in section 4 of this instruction.” Section 4.1 of CF/AI/2009-005 provided, in part, that “[a] fixed-term appointment may be extended for any period, up to two years at a time, subject to organizational needs, satisfactory service and availability of funds”.

34. Administrative Instruction CF/AI/2009-005 is in accord with similar Staff Regulations and Rules, as well as the jurisprudence of the Appeals Tribunal.⁷ Under such Staff Regulations and Rules, “poor performance [...] may be the basis for the non-renewal of [a] fixed-term appointment”.⁸ Nevertheless, an administrative decision not to renew a fixed-term appointment can be challenged on the grounds the Agency has not acted fairly, justly or transparently with the

⁵ *Malmström et al. v. Secretary-General of the United Nations*, Judgment No. 2013-UNAT-357, para. 62; *Pérez-Soto v. Secretary-General of the United Nations*, Judgment No. 2013-UNAT-329, para. 32; *Schook v. Secretary-General of the United Nations*, Judgment No. 2012-UNAT-216, para. 34.

⁶ *Sanwidi v. Secretary-General of the United Nations*, Judgment No. 2010-UNAT-084, para. 40.

⁷ See *Badawi v. Commissioner-General of the United Nations Relief and Works Agency for Palestine Refugees in the Near East*, Judgment No. 2012-UNAT-261; *Ahmed v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-153; *Syed v. Secretary-General of the United Nations*, Judgment No. 2010-UNAT-061.

⁸ *Morsy v. Secretary-General of the United Nations*, Judgment No. 2013-UNAT-298, para. 18; *Ahmed v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-153, para. 49.

staff member or was motivated by bias, prejudice or improper motive against the staff member.⁹ The staff member has the burden of proving such factors played a role in the administrative decision.¹⁰

35. In 2010, Administrative Instruction CF/AI/2010-001 governed the separation from service of UNICEF staff members, as stated in Section 1.1. Section 2.1 defined separation from service to encompass six circumstances: resignation, abandonment of post, expiration of a temporary or fixed-term appointment, retirement, termination of appointment and death. Section 5.1 addressed separation from service due to the “expiration of a temporary or fixed-term appointment”:

A temporary or fixed-term appointment expires automatically, without prior notice [...]. As specified in th[e] letter [of appointment],[¹¹] a temporary or fixed-term appointment does not carry any expectancy of renewal or conversion, irrespective of the length of service. *Separation upon expiration of appointment is not regarded as a termination.* (footnote inserted; emphasis added)

36. Section 10 of Administrative Instruction CF/AI/2010-001 addressed *termination* of an appointment based on unsatisfactory performance. Section 10.1 provided that “[m]anagers must use the PER/e-PAS to record unsatisfactory performance, and to bring it to the attention of the staff member in a timely manner, in order to offer the staff member an opportunity to improve his or her performance”. Section 10.2(a) further provided that when a paper-based PER was used, the performance of the staff member would be considered unsatisfactory if he or she received: “(i) half or more PER ratings of “1” (“met few expectations”) in a given reporting cycle; or (ii) half or more PER ratings below “3” (“fully met expectations”) over two consecutive reporting cycles[.]” Additionally, Section 19 of CF/AI/2010-001 provided that a staff member who was terminated for unsatisfactory performance was entitled to a termination indemnity, as well as other entitlements outlined at Section 15, if eligible or applicable.

⁹ *Ahmed v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-153; *Obdeijn v. Secretary-General of the United Nations*, Judgment No. 2012-UNAT-201.

¹⁰ *Asaad v. Commissioner-General of the United Nations Relief Works Agency for Palestine Refugees in the Near East*, Judgment No. 2010-UNAT-021, para. 10.

¹¹ Mr. Said’s letter of appointment provided that his fixed-term appointment “does not carry any expectancy of renewal or conversion to any other type of appointment with UNICEF”. Separately, the letter also stated that his appointment could be “terminated [...] prior to its expiration date,” in which case an indemnity would be paid.

37. In 2009-2010, the PER evaluation scheme for UNICEF staff members was set forth in Chapter 7 of the Manual.¹² According to the Manual, a staff member's performance was to be rated in six categories in the PER: professional competence or technical knowledge; quality of work or planning, setting standards, and monitoring work; quantity of work or drive for results; team work or work relations; communication or communication skills; and supervisory skills.¹³ The PER's rating scale ranged from a high of 5 to a low of 1: 5 meant "in many instances, continuously and substantially exceeded expectations"; 4 meant "frequently exceeded expectations"; 3 meant "fully met expectations"; 2 meant "met most expectations, however, there is room for improvement"; and 1 meant "met few expectations".

38. UNICEF relies on Mr. Said's PER, which covered the period from 1 March through 31 December 2009, to support its claim that Mr. Said's poor performance was the reason his contract was not renewed. In the PER, Mr. Said received ratings of "2" in the two categories of "quality of work" and "communication" and ratings of "3" in the three categories of "technical knowledge", "quantity of work" and "team work". Although Mr. Said disagreed "[t]o some extent" with his supervisor's two ratings of "2", he did not submit a statement of explanation or a rebuttal to the PER.

39. The UNDT, after reviewing the PER, concluded that UNICEF "failed to proffer a valid reason for the non-renewal" of Mr. Said's contract because his performance was *not* "so deficient", stating:¹⁴

... Was [Mr. Said's] performance so deficient as to justify the non-renewal of his contract? A close scrutiny of the ratings and comments accompanying them [in the PER] do not lead to the irresistible conclusion that [Mr. Said] was a non-performer. On two of the competencies, he was given a rating of 2 on his performance which is that he "met most expectations" but that there was "room for improvement". *Although he was not up to the required standards in some domains his situation was not that of a hopeless employee.* The identified areas for improvement were to be developed in [Mr. Said's] "second year at UNICEF." When a staff member is given such a grading with a caveat that he/she should improve there is an implicit undertaking by the Administration that the staff member will be allowed to continue in his/her employment and that he/she should take steps with the assistance of management as provided by the rules to improve.

¹² Chapter 7 of the Manual was replaced in 2011 by Administrative Instruction CF/AI/2011-001.

¹³ Manual, Sections 7.2.27 and 7.3.22. The PER rated Mr. Said's performance against only the first five of the foregoing competencies since he was not a supervisor.

¹⁴ Impugned Judgment, paras. 39-40.

Improvement rests primarily with the staff member but the rules also require the appropriate supervisor offers support or guidance to the staff member.

... In any employment environment employees have strengths and weaknesses. The outstanding employee may exist but it is not a common occurrence. And it is precisely because employees may not perform according to required standards that rules exist to enable them to improve within a time frame under the guidance of their supervisors. The rules for the purposes of the present case are embodied in Chapter 7 of the UNICEF Human Resources Manual (Manual). There is no indication and no iota of evidence that those rules were complied with in the case of [Mr. Said]. Instead he was written off and his post was advertised within a month of his PER being finalized. (Emphasis added)

40. The UNDT made several errors of law when it found UNICEF's decision not to renew Mr. Said's contract for poor performance was not supported by the PER and was unlawful. Initially, the Dispute Tribunal reviewed *de novo* the Agency's decision. It did not accord any deference to UNICEF's conclusion that Mr. Said's performance was poor. Instead, it placed itself in the role of the decision-maker and determined whether *it* would have renewed the contract, based on the PER. This is not the role of a reviewing tribunal under the UNDT Statute.¹⁵

41. There is no need for the Appeals Tribunal to define the term "poor performance". This Tribunal has already determined that a PER does *not* need to rate a staff member as "unsatisfactory" in order to support an agency's decision not to renew an appointment for poor performance.¹⁶ We have also held that a staff member whose performance was rated as "partially meeting performance expectations" had no legitimate expectancy of renewal of his contract¹⁷ and the non-renewal of another staff member with a similar performance rating was lawful.¹⁸ Rather than discuss our jurisprudence, however, the UNDT created its own standard of poor performance: the "non-performer" or "hopeless employee" standard. The Dispute Tribunal created this standard out of whole cloth, citing no administrative instruction or jurisprudence to support it. Moreover, as the Secretary-General notes, the UNDT's newly created standard of "non-performer" or "hopeless employee" is remarkably similar to the standard for *terminating* UNICEF staff members for unsatisfactory performance, as set forth in Section 10 of

¹⁵ *Sanwidi v. Secretary-General of the United Nations*, Judgment No. 2010-UNAT-084; *Schook v. Secretary-General of the United Nations*, Judgment No. 2012-UNAT-216, para. 34.

¹⁶ *Morsy v. Secretary-General of the United Nations*, Judgment No. 2013-UNAT-298, para. 20.

¹⁷ *Dzintars v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-176, paras. 30-31.

¹⁸ *Jennings v. Secretary-General of the United Nations*, Judgment No. 2011-UNAT-184, para. 24.

Administrative Instruction CF/AI/2010-001. The UNDT made an error of law when it set its own standard for poor performance required to support a non-renewal decision.

42. The UNDT also made an error of law in finding the Agency had ignored “all elementary rules of fairness in regard to performance and improvement” when it failed to afford Mr. Said the opportunity to improve over the next year.¹⁹ According to the UNDT, when the Agency gave Mr. Said a performance rating of “2”, which allows “room for improvement”, it implicitly undertook to allow him the opportunity to continue in his employment so he could improve over the next year, with his supervisors’ assistance. This is not correct. A rating that allows “room for improvement” or comments to that effect from a supervisor does not give rise to any reasonable expectation on the part of a staff member that his or her contract will be renewed. And there is no authority in either Administrative Instruction CF/AI/2010-001 or Chapter 7 of the Manual to support the erroneous legal conclusion that a staff member whose contract is *not renewed* for poor performance must be afforded an opportunity to improve over the course of another appointment.²⁰

43. Moreover, as noted in the PER, over the course of his year with UNICEF, Mr. Said “had one performance discussion, several informal discussions with the supervisor and one discussion with the Head of Section.” Additionally, “[t]he importance of improving the[...] strategic and analytical competencies was discussed with [Mr. Said] several times over the course of the year”. Mr. Said was employed by UNICEF for a very short time. His supervisor opined that bringing his performance up to par would require “a lot of effort”. Neither the administrative instruction nor the Manual required extraordinary efforts by his supervisors prior to making the decision not to renew his contract for poor performance. Furthermore, Mr. Said did not complain that his supervisor(s) failed to constructively assist him or discuss his performance with him. Nor did Mr. Said rebut the PER despite having the opportunity to do so. Accordingly, the Appeals Tribunal also determines that the UNDT exceeded its competence in reaching issues not raised by Mr. Said.

44. For all these reasons, the Appeals Tribunal finds that the UNDT made errors of law when it concluded that the Agency’s decision not to renew Mr. Said’s appointment due to his poor performance was not supported by the PER and was unlawful.

¹⁹ Impugned Judgment, paras. 43 and 47.

²⁰ Although Section 10.1 of Administrative Instruction CF/AI/2010-001 refers to affording a staff member “an opportunity to improve his or her performance”, that reference is solely in the context of the *termination* of the appointment of a UNICEF staff member for unsatisfactory performance.

45. Since the UNDT based its award of damages on the erroneous and unsupported conclusion that the Agency violated “all elementary rules of fairness in regard to performance and improvement”, that award should be vacated.

46. The Secretary-General’s appeal should be granted and the Judgment should be vacated.

Mr. Said’s Appeal of the Damages Awarded

47. On appeal, Mr. Said requests an oral hearing in the event the Appeals Tribunal “is inclined to address issues not raised” in his appeal. Oral hearings are governed by Article 8(3) of the Appeals Tribunal Statute and Article 18(1) of the Appeals Tribunal Rules of Procedure (Rules). Under Article 18(1) of the Rules, a request for an oral hearing should be granted when it would “assist in the expeditious and fair disposal of the case”. This Tribunal does not find that an oral hearing would assist it “in the expeditious and fair disposal of the case”; thus, the request is denied.

48. In light of our determinations that the UNDT made errors of law when it concluded that the Agency’s decision not to renew Mr. Said’s contract was unlawful and that the Agency ignored rules of fairness, there were no grounds upon which the UNDT could award monetary damages to Mr. Said. Thus, Mr. Said’s appeal should be dismissed.

Judgment

49. The Secretary-General’s appeal is granted and Mr. Said’s appeal is dismissed. Judgment No. UNDT/2013/150 is vacated.

Original and Authoritative Version: English

Dated this 26th day of February 2015 in New York, United States.

(Signed)

Judge Chapman, Presiding

(Signed)

Judge Faherty

(Signed)

Judge Thomas-Felix

Entered in the Register on this 17th day of April 2015 in New York, United States.

(Signed)

Weicheng Lin, Registrar