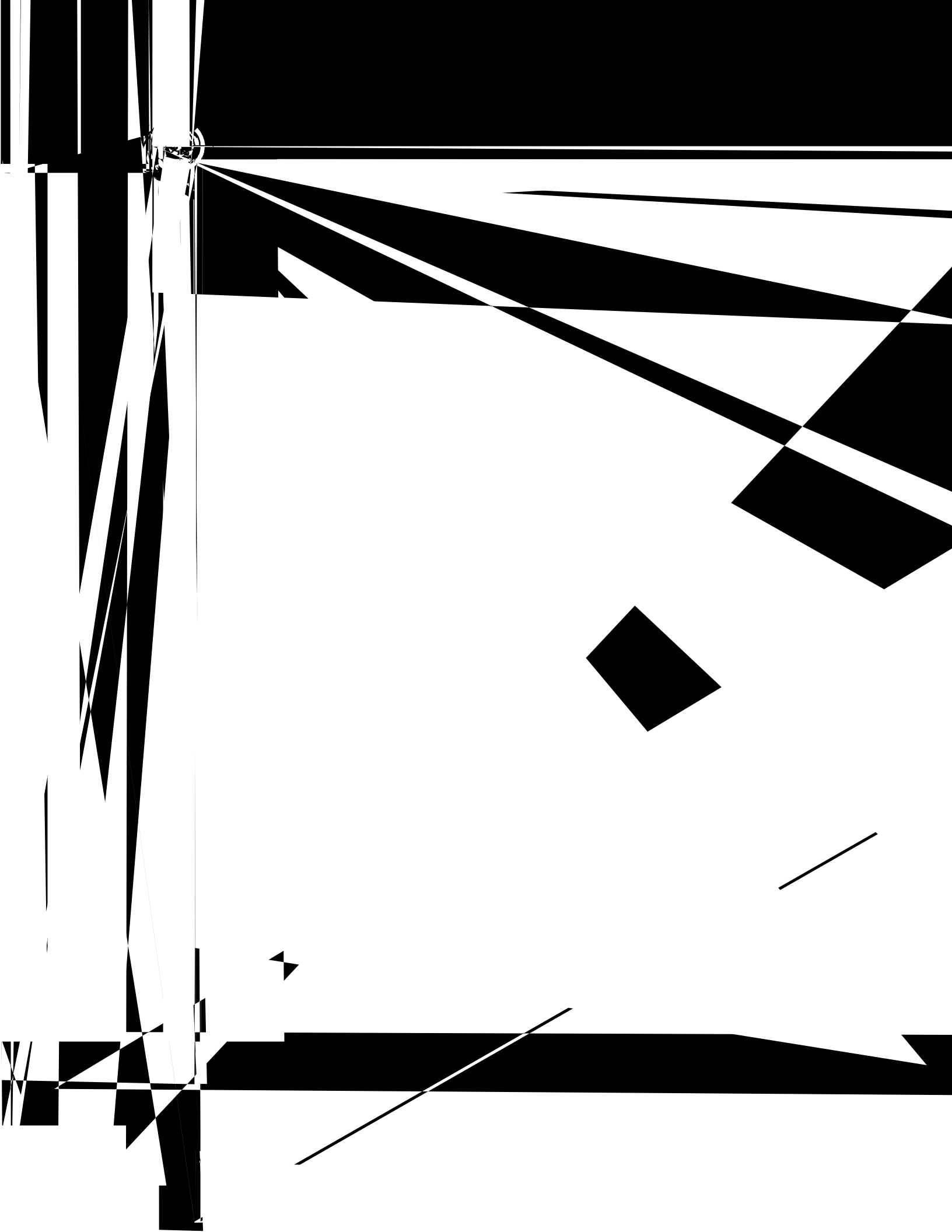

Introduction

1. The Applicant joined the United Nations Office for Project Services ("UNOPS") in February 2009. In September 2009, she was transferred to the Jerusalem Operations Centre ("JMOC") as its Interim Director. Effective 1 February 2010, she was selected as the substantive Director of JMOC at the P5 level and given a one year fixed-term appointment.

2. Following a six-month extension of her contract in January 2011, she was separated from service on 13 July 2011. She filed her first Application before the Tribunal on 26 September 2011 against the shortened six month contract which she had been given following the expiry of her one-year fixed-term contract.

3. She then filed a second Application 9981 0 00 rg 0.9981 0 0 1 197.76 456.y132(l)(s)5(t)-1728

the Israeli requirements in terms of visa and movement passes although the primary beneficiary of the projects it implemented was the Palestinian Authority.

8. In September 2009 and with the imminent departure of the then Director of JMOC, the Applicant was directed to transfer to JMOC on an emergency basis to act as its interim Director.

21. Between 18 and 21 July 2010, the UNOPS Deputy Executive Director, VV, visited JMOC. A written report on the work and state of JMOC was prepared for him on that occasion by the Applicant and her team.[1]

22. On 6 September 2010, the Applicant wrote to AM asking whether her contract would be extended to enable her make some related decisions as demanded by her accountant.

23. AM replied the same day stating that the Applicant was seen in the EMO Regional office as an able Director and that he had no reason to believe that her contract would not be extended through 2011.

24. On 4 October 2010, FS assumed duties in Copenhagen as the new EMO Regional Director. She met with the Applicant for the first time during a team video conference later that month.

25. An official audit was conducted in late 2010 requiring the mobilization of the entire JMOC office and the provision of a large amount of detailed information. On 15 October 2010, the Applicant sent the required response on behalf of JMOC to the Internal Audit and Investigations Group (IAIG). On 8 November, she orally briefed the auditors in Jerusalem.

26. As at the beginning of November 2010, no action had been taken on the Applicant's Performance Review and Assessment (PRA) and it remained at stage one. On 5 November 2010, she sent an email to AM and FS seeking advice as to whom she should indicate as her supervisor as well as on how to set her objectives for the purposes of preparing her PRA. She also wanted to know whether there were any general objectives and percentages for Directors of Operations Centres.

27. In his response of the same day, AM told the Applicant that FS was her supervisor and that it was not always easy to come up with measurable objectives. He advised that she come up with objective

28. The Applicant drafted her objectives but received no input from FS at that time.

29. AM had written to the Applicant on 24 November 2010 on the subject of targets for 2011. He stated that the targets and administrative budget allocation for the Region had been reduced and that JMOC had been allocated USD100,000. He then requested that JMOC prepare and submit by 30 November a budget narrative as well as budget details based on the USD100,000 allocation.[2]

30. The Applicant sent an administrative budget proposal to AM on 30 November 2010 that was higher than the sum indicated stating that the budget proposal was prepared based on the need to comply with minimum legal and ethical standards and that only four core categories of costs had been included.[3]

31. She pointed out that Security/MORSS compliance took up about half of the said budget and suggested that the Regional Office see to the creation of source of funding for Security compliance for their offices located in conflict zones as had been done by some other United Nations Agencies.[4]

32. AM replied the Applicant on the same day and asked her to extend the budget based on the USD100,000 allocation made to her office. The Applicant responded seeking guidance on what could be eliminated from the four categories of costs on which JMOC had based the budget preparation.[5]

33. The new Regional Director, FS, who was copied on these emails also replied on the same day stating that although there was need to strengthen the office capacity and its security, it was impossible to meet those needs and demanded that the Applicant submit a budget for USD100,000 as she had been instructed.[6]

34. While submitting a revised administrative budget for JMOC on 1 December 2010, the Applicant pointed out in the accompanying email that she

[2] JMOC Administrative Budget Narrative – Annex 50 (b) of the Application
[3] Ibid.
[4] Ibid.
[5] Ibid.
[6] Ibid.

was doing so with objections and that she would not accept management responsibility where she was being put in a position in which she could not

41. FS and AM also told her that some staff members felt that she was committed, hard-working and smart and advised her to spend more time greeting staff members in the mornings.

48. The Applicant responded the next day offering suggestions as to how she could possibly address the issues that FS raised and asking for feedback on any other possible actions that she could take.

49. After the visit of FS and AM in December 2010, some JMOC staff members sent a petition in support of the Applicant without the Applicant's knowledge to the EMO. The letter stated that the complaints against the Applicant did not reflect the view of the majority in JMOC.

50. The petition praised her fairness and objectivity in decision-making, her efforts in promoting gender equality, her support and empowerment of local staff, her two-way communication skills as well as her high level of professionalism, dedication and efficiency.

was also told that her email to the DED about certain communications between her and her supervisor meant that she bit the hand that fed her.

63. The Applicant received an email from PMP on 26 April 2011 attaching a letter from the UNOPS Executive Director dated 19 April 2011. The letter informed the Applicant that her fixed-term contract would not be renewed once it expired on 31 July 2011 and that she was being placed on special leave with full pay with effect from 1 May 2011 due to lack of improvement in her management style in spite of a PIP put in place for her.

64. She was further instructed by PMP not to answer any questions from JMOC personnel and not to offer any farewell notification to UNCT colleagues, donors or external partners.

65. The Applicant submitted a request for the rebuttal of her 2010 PRA to PMP on 1 May 2011. She challenged her overall performance rating and the individual ratings she received on each of her four objectives as well as the ratings in six competencies.

66. After its constitution, a UNOPS Rebuttal Panel scheduled an interview with the Applicant on 28 June 2011. During the said interview, the panel did not allow the Applicant to call any witness in support of her rebuttal. The panel also interviewed six other people including PMP, FS, AM, the Financial Management Officer in the Regional Office and two staff members of JMOC.

67. On 29 July 2011, the Applicant received PMP's email informing her that the Rebuttal Panel had decided to uphold her PRA rating of "partially met expectations".

68. The Applicant's six-month contract expired on 31 July 2011 and she was separated from UNOPS.

69. The Applicant filed The A-5(O)-248(a)-3(tin-J ET Q q BT 0.9981 0 0P)1(R)6(A)-0 1 152.88 13

76. Before recommending a shortened contract extension, there was no effort on the part of the Respondent to manage the Applicant's performance in 2010. The Applicant's supervisors largely left her to fend for herself in a new position in an extremely difficult duty station with an inadequately funded and previously mismanaged office.

77. In December 2010, the Applicant specifically requested her supervisor to complete her PRA, which FS declined to do. Yet a mere nine days later, FS recommended a shortened contract extension which was accepted by UNOPS Executive Director contrary to AI/HRPG/2010/02[8] which purports to guarantee a consistent and transparent process for staff contract renewals.

78. The Respondent relied on the email F6 dated 21 December 2010 to support the decision to give

regards her ratings. Ultimately the PRA process was lacking in both substance and transparency.

87. Throughout 2010 there was no discussion or comment on the Applicant's individual performance objectives as required by the PRA Guidelines and her supervisors had insufficient knowledge upon which to evaluate her performance objectively. By FS' own admission, having received no hand-over notes from SC, she had insufficient basis upon which to evaluate the Applicant's performance. It was particularly unreasonable and inappropriate for the Applicant to be assigned a poor performance rating given her supervisors' failure to discuss and approve her objectives at any time in 2010.

88. The Applicant had limited and infrequent engagement with each of the three supervisors she had within the reporting cycle. Throughout the year, she only had five one-on-one conversations, three of those occurring in December 2010 and one of those three in a public restaurant in full view of JMOC staff and stakeholders. In addition to this state of affairs and in violation of the PRA Guidelines, the Applicant received no coaching, counselling, mentoring or training relevant to her position as Director of JMOC.

89. The Respondent

92. The Applicant's supervisor FS further refused to consider outside inputs to ensure objectivity during the PRA process. The PRA Guidelines clearly require a supervisor to take into account not only their own direct observation of the staff member but also feedback from others who have worked directly with the staff member.

93. Her supervisors clearly acted unfairly and contrary to the PRA Guidelines in choosing to discount the input of either the Resident Coordinator or of members of the UNCT with whom the Applicant worked and interacted on a regular basis.

94. Her supervisors also failed to provide concrete behavioural examples, relating to her performance in 2010 to support the negative ratings she received. The PRA Guidelines clearly state that when a staff member's PRA rating is less than successful, it must be supported by specific behavioural examples.

95. UNOPS makes reference to the personal subjective observations of FS and PMP which for the most part occurred in 2011 and not 2010. Despite the large number of communications the Applicant would have sent in the course of her work, it is surprising that the Respondent was unable to produce specific examples which could lead a reasonable person to understand the rationality of FS and PMP's conclusions. This is especially shocking considering that a major criticism of the Applicant concerned her communication style.

96. In assessing her performance, the Applicant's supervisors

mere 15 days before the end of the calendar year. This discussion was based on unsubstantiated allegations of some JMOC staff members said to have been received in December 2010.

98. Undue weight was placed upon these allegations in giving the Applicant a less than favourable assessment. The PRA is a year-long assessment process and it is clear that her supervisor failed to consider her performance for the first nine to ten months of 2010.

99. The rebuttal process was also flawed and deprived the Applicant of due process protections. In addition to interviewing the Applicant, the Rebuttal Panel interviewed six other people but refused to allow the Applicant to put forward any witnesses on her behalf. The Panel failed to interview any staff members who worked closely with the Applicant and offered the Applicant no opportunity to respond to any of the statements proffered by the other interviewees as she was the first to be interviewed.

100. All but two of those interviewed were based in Copenhagen and had little or no interaction with the Applicant. Out of the two JMOC staff interviewed, one was unhappy about the state of his contract and the other worked out of the Jericho office where he managed a stand-alone project and was not actively engaged in office-wide operations.

101. Although the Applicant submitted key evidence to the Rebuttal Panel and despite assurances that it would come back to her, received no response and no further feedback before being informed by PMP that her overall performance rating had been upheld. Beyond this, the Panel chose to discount relevant information including the letter of support from JMOC personnel as well as the anonymous survey conducted of the 20 members of staff whom the Applicant directly supervised.

102. Ultimately, the final conclusion of the Applicant's 2010 PRA is irrational. UNOPS clearly failed to follow its own rules and regulations and the fundamental principles of the United Nations. The Applicant performed well as JMOC director

especially in a new role without any support from her supervisors in one of the most difficult duty stations.

103. The Applicant prays the Tribunal to order the Respondent to compensate her for moral injury, emotional distress and the violation of her due process rights. The Applicant also prays the Tribunal to order that the rebuttal process be renewed and completed in full compliance of her due process rights.

Respondent's case

104. The Respondent's case is summarized as follows.

105. The statements by AM and FS to the Applicant in regards to the renewal of her contract are not sufficient to constitute a reasonable expectation of a renewal of contract for one year. Notwithstanding any possible promise of an extension, the Applicant's poor performance justified the extension of her contract for only six months. In any event, no rule, regulation or policy of the Organisation precludes the Respondent from granting the Applicant a contract extension for less than one year.

106. The Applicant has relied heavily on the PRA Guidelines but these, as the name suggests, are not mandatory and are merely advisory in nature.

109. Efficient or outstanding performance cannot create an expectancy of renewal so that any reference made by AM regarding the Applicant's performance as Director of JMCC is not relevant for the present purposes.

110. Thirdly, in order for a claim of legitimate expectation to succeed there must be more than mere verbal assertions, either a firm commitment or an express promise. AM's comments in the present case fall far short of this benchmark and are rather a qualified statement. In his 6 September 2010 email, AM was neither making an assertion nor a firm commitment.

111. The Applicant's reliance on the email of FS dated 6 December 2010 has no basis. FS made no reference to a one-year extension as with the email of AM, and nothing in this email constitutes a firm commitment to give the Applicant a one year extension to her contract.

112. Ultimately, even if the assumption were to be made that the Applicant was promised

115.

failed to meet them, it was reasonable for her to be given ratings of 'Partially Met Expectations' and 'Fully Met Expectations' respectively.

127. In regards to the Applicant's objective of UNCT representation, the Rebuttal Panel was informed that JMOC relinquished the important lead role in the UNCT infrastructure sub-team during her tenure. The infrastructure was one of UNOPS' focus areas and it was unnecessary to re-interview the Applicant on this point as the conclusions on her other PRA objectives meant a change in this objective would make no difference to her overall rating.

128. It was clear from the visits made to JMOC, FSS, AM and PMP that it was a deeply divided office. When asked by the Rebuttal Panel to comment on this, the Applicant stated that she believed it to be only a few people who disagreed with her management style and/or ability. The Rebuttal Panel was entitled to draw its own conclusions based on the evidence before it and by requesting the Applicant's comments on this matter fully respected all due process requirements.

129. In light of the above, it is est(r)13Adp

136. In an email sent to both FS as the new Regional Director and AM on 5 November 2010, the Applicant discussed her 2010 PRA and asked that her contract be extended before the completion of the said PRA so that she could apply in time to extend her UNLP, visa and yellow card. Although AM responded the same day, he said nothing about her contract extension.[9]

137. Again on 3 December 2010, the Applicant emailed FS[10] regarding the delay in extending her contract. She told FS that in September AM had assured her that her contract would be extended. She wanted to know if FS thought differently.

138. On 6 December 2010, FS replied assuring her that she would recommend her extension and that AM's assurances on 6 September 2010 about her contract extension still stood. FS said in the same email that there was no need for the Applicant to think about winding down and urged her to relax.

139. In his closing address, the Respondent's Counsel submitted that the assurances of AM and FS were neither express nor implied promises. He continued that AM's assurances of contract renewal depended on the approval of the UNOPS administrative budget which he had no authority to approve.

140. It was also argued on behalf of the Respondent that FS had not made any commitments beyond those made by AM in September 2010. It was further submitted that the extension discussion with FS did not refer to a contract extension of one year but merely revolved around whether the Applicant should use her annual leave and leave UNOPS.

141. The Tribunal is not in any doubt that both AM and FS at different times in September and December 2010 assured the Applicant in writing that she did not

Director was never a issue at any time in this case. As her interim supervisor, AM was assuring the Applicant in his 6 September 2010 email that she was an able director, that UNOPS was unlikely to close down JMOC and that as such she would have a contract extension. JMOC was not closed down in 2011.

143. Interestingly, at the time AM gave these assurances, the Applicant had been JMOC's substantive Director for over eight months after serving in an interim capacity for about five months prior. The reassuring email was sent to

would have a talk to finalize things on the first day of her mission and that the Applicant should not think of winding down but instead be patient and relax. It cannot be reasonably argued that FS as EMO Regional Director and the Applicant's supervisor had made no commitment to the Applicant regarding an extension through 2011.

149. Unfortunately, the Respondent's Counsel's efforts at interpreting the entire communication on this issue seem to imply that both supervisors – AM and FS – were engaged in doublespeak all through. This stance is wholly unnecessary as it is only proper that UNOPS take responsibility for the assurances given and promises made by its managers.

150. In its judgment in 64.8 Tm [(Q q BT 74.24 6 aN 0 0 0 rg 0. 11.28 Tf 0 0 0 rg 0.9981 0 0 1 8.72

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procedural irregularities that deprived the Applicant of due process and were therefore unlawful.

159. The Applicant's Counsel in making submissions on this issue cited the judgment in *Onana*[16], where the Tribunal held that it is a well-established principle that the Organization should strictly follow its own rules. Also cited was the case of *Nwuke*[17] in which it was adjudged that the failure of the Governance and Public Administration Division (GPAD) of the United Nations Economic Commission for Africa (UNECA) to follow the provisions of its hiring manual amounted to a procedural irregularity and was therefore unlawful.

160. In *Nogueira*[18], which was also cited in support of the Applicant's case, it was held that the procedures spelt out in the Performance Appraisal System (PAS) were essential to ensure that the Organization complies with its own charter.

161. On his part, the Respondent's Counsel submitted that the arguments relating to the Respondent's breaches of the UNOPS PRA guidelines ought to be rejected because the said PRA guidelines are merely guidelines and not mandatory.

162. Counsel further sought to support his position with a pronouncement of UNAT in the *Tadonki* case[19]. He also referred to a statement in the UNDT judgment of *Charles*[20] where the judge pointed out that the recruiter's manual in that case sets out guidelines to hiring managers and is not a properly promulgated administrative issuance and also does not lay down mandatory requirements in respect of all components of the selection process.

163. With respect, the Tribunal must underscore the fact that the Respondent's Counsel's reference to the pronouncement of the Appeals Tribunal in paragraph 56 of its judgment in *Tadonki* was not only taken out of context but substantially a misinterpretation of the said judgment.

164. What that judg

out in the closing submissions made on behalf of the Applicant. The Tribunal will here examine the instances of non-compliance with the PRA guidelines as alleged by the Applicant

(a) Failure to discuss and approve the Applicant's 2010 objectives as required at stage 1.

170. The guidelines provide that

176. The Respondent's 1st Counsel contended in closing address that stage 1 of the PRA process was observed because the Applicant's (PRA although initiated at the end of the performance cycle) contained four objectives and each of these four objectives were known to the Applicant as at January 2010 when the evaluation period began to run.

177. He submitted that although the said objectives were not entered into the UNOPS PRA online system until the end of the reporting year due to the Applicant's inaction, there is no doubt that the Applicant knew by January 2010 what was expected of her and therefore could not have suffered any prejudice by the delay in entering these on the online system. Counsel also pointed to the fact that the Applicant had drafted the objectives which FS approved in December 2010.

178. He further submitted that in essence the Applicant's PRA had been approved outside the online system and that she had prevented progress on her online PRA for 2010 by not completing her 2009 online PRA until September 2010. He added that it is only the supervisee who can create a new PRA in the system.

179. The arguments of the Respondent's Counsel in this regard not only stand reason on its head but are unduly defensive and totally misleading. In defining the PRA system, UNOPS guidelines clearly state that it is the online performance

Applicant addressed to both AM and FS asking whom she should indicate as her supervisor on her online PRA and seeking information on the objectives she should enter.

182. In reply, AM did not tell her that she knew what to do already but rather told her that she should draft objectives relevant to her targets and business plan which were measurable in some ways and finalize with FS' input. He also forwarded a document to help her in the drafting of the said objectives. This was on 6 November 2010.

183. What the Respondent's Counsel refers to as a delay in complying with stage 1 of the PRA is in fact a complete failure to perform a core and essential managerial duty by SC, UNOPS former EMO Regional Director. In other words, UNOPS and its supervisors who do not see to the timely initiation of and continued use of the relevant performance assessment process as a performance monitoring tool of their supervisees, as intended by the Organization, must take responsibility for managerial incompetence.

184. This Tribunal finds and holds that the relevant UNOPS managers failed in their duty to see that proper objectives were set for the Applicant at stage 1 of the PRA process. This failure robbed the Applicant of much needed guidance and feedback in her work considering especially that it was her first year on the job and was consequently manifestly prejudicial to her.

(b) Did UNOPS fail to conduct a mid-year evaluation as required at stage 2 of the PRA process? Was a PIP properly instituted for the Applicant during the performance cycle?

185. A mid-year review is stage 2 of the PRA process. The PRA guidelines make it clear that the mid-year review provides a monitoring opportunity to keep track of targets. Any deviations found are then thoroughly discussed and immediate corrective action taken to set them right on course.

186. The mid-year review takes place in August when the staff member and his or her supervisor should have a face-to-face discussion to review the status of the objectives earlier set, the development plan and any obstacles in achieving them.

187.

204. In section 10, the administrative instruction provides that as soon as a performance shortcoming is identified during the performance cycle, the first reporting officer (FRO) in consultation with the second reporting officer (SRO)

which would include more frequent feedback, development, and coaching, as well as specific deliverables with a timetable."

210. Reading these three documents together, it is clear that performance shortcomings must be detected as early as possible during the reporting year. A PIP instituted to improve performance must be properly structured and managed. The supervisor who has identified performance shortcomings will only discuss with and seek the inputs of the staff member affected in order to produce a PIP but must remain in the driving seat by guiding and managing the process through monitoring, coaching and providing feedback.

211.

(c) Did UNOPS fail to engage with the Applicant for sufficient factual basis for

219. Counsel's argument in applying the above-quoted reasoning of UNAT in *Morsy*, implied that the Applicant, being a senior manager who had a red UNLP, supervised about 30 staff members, plus the fact that the vacancy advertisement which led to her selection required that the successful candidate have the necessary capabilities, she could not expect to be coached, counselled or mentored. This Tribunal must observe that the statement in *Morsy* was completely taken out of context in the Respondent's submission and that that case is totally irrelevant to this Application.

220. He continued that with regard to the facts, the Applicant admitted that she was advised and mentored by JP who was an IQOC director and a senior UNOPS staff member. He submitted that JP was delegated that task by SC, the former EMO Regional Director and that the Applicant never asked the Regional office for counselling, coaching or mentoring.

221. The UNOPS PRA guidelines clearly state that the guidelines apply to all staff members and up to those on the D-2 level. The same document stipulates that during a performance year, "supervisors are expected to be fully engaged with people management, employing a suitable array of informal and formal approaches to assure that a staff member's performance and learning plans are on track." This array of approaches includes coaching, counselling and mentoring.

222. The other argument of counsel that JP of IQOC was delegated the task of coaching, counselling and mentoring the Applicant by SC, her former supervisor and that this fulfilled the requirements for the Applicant's management by her supervisors is completely without merit.

223. While nothing in the Respondent's case laid claim to such a delegation to JP to supervise the Applicant in the reporting year of 2010, it is curious that Counsel in closing submissions would make such a submission when the Respondent has offered neither oral nor documentary evidence in that regard.

224. Moreover the Applicant's reliance on JP's advice was criticised by her last supervisor FS who addressed it as one of the Applicant's performance

shortcomings that needed improvement.[26] If indeed it is the Respondent's case that JP

37.-15 [y 0 r8.8 3a.36 7029.0ETIt8 w02 furth[f)13(u)b11(r)-8(9)9(e)03(-1]1(b)E1 32)q2Ti(c47683a.-24)F2 19 rg 0T 1 51 3328.824)

239. With regard to a question about non-compliance with the PRA guidelines in preparing the Applicant's performance review, JZA said the PRA guidelines were not a requirement and that the role of the panel was not to delve into details. He agreed that the panel report recorded that there were serious shortcomings in the way the PRA process was carried out but added that the concerns were only noted so that they could be avoided in the future.

240. Regarding the objective on personnel management and leadership, the witness said that based on everything they heard and saw the panellists believed that there was discontent in the office. He added that this was serious because PMP as the HR Director would not visit a place twice if there was no discontent there. He continued that the intervention by headquarters showed there was no harmony in JMOC under the Applicant.

241. He said further that the panel knew that there were even investigations based on complaints against the Applicant. This, according to the witness, meant that something was seriously wrong in the office because investigations are usually the last resort because before an investigation is commenced, there would have been mediation and other interventions.

242. When cross-examined as to whether the panel considered any behavioural examples of the Applicant on any of the competencies, the witness said he did not remember the panel considering any competency or any behavioural pattern of the Applicant.

243. In answer to a question from the Tribunal, the witness said that PMP did not influence the panel and that he could not recall him making any input to the proceedings.

244. The witness in answer to another question said that the Applicant told the

245. The Applicant was recalled to rebut ZA's testimony. With regard to the

31 which is an unchallenged recording of that PRA discussion shows PMP asking questions of the Applicant.

251. The rebuttal

twice and investigations would not be initiated following complaints made against the Applicant.

256. This conclusion was arrived at by the panel in spite of the fact that it 651.6 Tm [( )] TJ ET Q

blamed her for an office restructuring and a movement of the office to a MORSS compliant premises which were approved and supported by the EMOT. The panel did not bother to consider any constraining factors that existed or the impact of such factors with regard to the Applicant's failure to meet set targets for net revenue, delivery and project management.

261. On the whole, the Tribunal finds that the rebuttal process was biased and unfair and violated the Applicant's due process rights as it readily adopted most of the views of the Applicant's supervisor, the unfavourable views of PMP and her PRA team without any independent assessment or reference to any behavioural examples. The panel was also tainted by the presence and participation of PMP who was not only a witness before it but was part of the PRA team for the Applicant. The panel was little more than a rubber stamp on the impugned PRA process for the Applicant.

Conclusion

262. The Tribunal's findings are summarized below:

a. An expectancy of renewal had been created by the written assurances of a contract extension through 2011 made to the Applicant who relied on these assurances by her supervisors.

b. The Applicant's supervisors repeatedly and erroneously disregarded relevant UNOPS PRA guidelines while completing her performance appraisal. This disregard for UNOPS PRA guidelines is fatal to the case made out by the Respondent.

c. The rebuttal process was biased and unfair and violated the

Judgment

263. The Tribunal Orders the Respondent to pay the Applicant the equivalent of six months net base salary for failure to extend her contract for a period of one year, having created a legitimate expectancy of a one year renewal.

264. The Applicant is entitled to compensation for the procedural irregularities occasioned to her by the failure of the Administration to follow its own guidelines and its rules and procedures. The Tribunal accordingly awards the Applicant three months' net base salary as compensation for these procedural irregularities.

265. The Applicant is entitled to compensation for violation of her due process rights during the rebuttal process. The Tribunal accordingly awards the Applicant three months net base salary as compensation for this violation.

266. The reliefs awarded the Applicant are to be paid within 60 days from the date the Judgment becomes executable, during which period interest at the US Prime Rate applicable as at that date shall apply. If the sum is not paid within the 60-day period, an additional five per cent shall be added to the US Prime Rate until the date of payment.

(Signed)

Judge Nkemdilim Izuako

Dated this 30th day of October 2014

Entered in the Register on this 30th day of October 2014

(Signed)

Abena Kwakye-Berko, Registrar, Nairobi