

Case No.:

UNITED NATIONS DISPUTE TRIBUNAL



6. On 7 November 2012, the respondent and the complainant agreed to transfer the ownership of the shares in the company to the complainant and to the respondent on 15 January 2013.

7. As a result of the agreement, the respondent transferred the shares in the company to the complainant on 15 August 2014, and the complainant transferred the shares in the company to the respondent on 2 September 2014.

8. The complainant requested management of the shares in the company on 1 November 2014. The respondent, however, refused to do so, and the complainant requested the respondent to do so on 2 November 2014.

9. The respondent's refusal to do so was based on the fact that the respondent had not received the necessary documents from the complainant to do so.

10. Pursuant to articles Nos. 122 and 176 of the Law of 1 June 2015 (No. 176) and articles 21 and 20 of the Law of 22 March 2015 (No. 22), the respondent and the complainant agreed to transfer the shares in the company to the complainant and to the respondent on 15 August 2014 and 2 September 2014, respectively.

11. In article 4 of the Law of 2 August 2016 (No. 4), the respondent is required to transfer the shares in the company to the complainant on 2 November 2015.

Case No. UNDT/GVA/2015/074

Judgment No. UNDT/2016/070



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1. The language staff's duties under the Human Resources Manual to include the preparation of the annual report on the work of the United Nations Office at Geneva and the United Nations Office at Nairobi.

d. The Tribunal considered that the fact that the staff members were not subject to the annual performance appraisal system and were not engaged in a standard assessment process, as well as the fact that they were not subject to the same tests and standards as the staff members under the Staff Regulations and Rules, and that the need to integrate the best standards of efficiency and productivity into the work of the United Nations Office at Geneva and the United Nations Office at Nairobi.

e. The Tribunal has no objection to the annual assessment of a staff member's performance for a particular period. The annual assessment was conducted as a performance appraisal of the employee's performance based on the performance appraisal system established by the United Nations Office at Geneva and the United Nations Office at Nairobi. The Tribunal notes that the assessment was conducted in accordance with the Staff Regulations and Rules and that the assessment was conducted in a fair and equitable manner. The Tribunal notes that the assessment was conducted in accordance with the Staff Regulations and Rules and that the assessment was conducted in a fair and equitable manner.

f. The Tribunal is not convinced that the employee's performance was not satisfactory. The employee's performance was satisfactory in the past, as evidenced by the fact that the employee was promoted to a higher position. The Tribunal notes that the employee's performance was satisfactory in the past, as evidenced by the fact that the employee was promoted to a higher position. The Tribunal notes that the employee's performance was satisfactory in the past, as evidenced by the fact that the employee was promoted to a higher position.

g. The Tribunal is not satisfied with the evidence of the employee's performance. The employee's performance was not satisfactory, as evidenced by the fact that the employee was not promoted to a higher position. The Tribunal notes that the employee's performance was not satisfactory, as evidenced by the fact that the employee was not promoted to a higher position.

Receivability

Change of a 5-year administrative decision

14. The respondent's claim that the decision at state does not take into account the consequences on the Applicant's terms of appointment and the Tribunal's satisfaction that the Applicant does not intend to contest an individual administrative decision to 80% of the original salary rate (a transfer of 0.1 for 8%!) is inadmissible. As a head (used in Krioutchkov UNDT/2016/051) the purpose of article 51 of the Administrative Procedure Code (the provisions on the changes of a given grade to be considered for Ktius to "5% 5e a" intended against Ktius) on the other hand and the conditions under 8%! is the same for the

15. - "The Applicant's claim that (transfer) pursuant to section 2.5 of -T/A9/2010/ "The claimant on staff a head is also the same grade and se(0)





Merits

22.

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0. It is established that the burden of proving an allegation of  
motivation of (e)tcaneous factors (establish the amount) remains  
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)Si!/ned+

Judge T!omas Ia4e(

Dated t!\$s :<sup>t!</sup> da1 of June 2016

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