



**Before:** Judge Francesco Buffa

**Registry:** Geneva

**Registrar:** René M. Vargas M.

LOOSE

v.

SECRETARY-GENERAL  
OF THE UNITED NATIONS

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**JUDGMENT**

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**Counsel for Applicant:**

Mohamed Abdou, OSLA

**Counsel for Respondent:**

Cornelius Fischer, LPAS, UNOG

## **Introduction**

1. The Applicant, a former Political Affairs Officer (P-3), Implementation Support Unit (“ISU”), Convention on Certain Conventional Weapons (“CCW”), United Nations Office of Disarmament Affairs (“UNODA”), challenges the decisions:

- a. not to renew her fixed-term appointment beyond 31 December 2017;
- b. the decision not to select her for the position of Political Affairs Officer (P-4), with the Conference on Disarmament team (“CD team”), UNODA, advertised under Job Opening No. 85969 (“JO 85969”); and
- c. the decision not to grant her Special Leave Without Pay (“SLWOP”) pending resolution of funding problems.

## **Facts**

2. The Applicant is a former Political Affairs Officer (P-3) with the ISU, CCW, UNODA. Following a competitive recruitment, she joined the Organization on 5 May 2011 as the second member of the two-member of ISU, under an initial fixed-term appointment (“FTA”) of two years. Her appointment was renewed for one year on an annual basis until 5 May 2017, and eventually for another seven months and 27 days, expiring without prior notice on 31 December 2017.

3. The ISU was established in 2009 following a decision of the CCW’s High Contracting Parties (“HCPs”) to provide support to the work of the CCW by inter alia preparing and organizing its regular meetings. The ISU was staffed with two posts, one of which was encumbered by the Applicant. As the ISU is hosted by the Geneva Branch of the United Nations Office for Disarmament Affairs (“UNODA”), both ISU staff members were staff members of UNODA administered by the Human Resources Management Service (“HRMS”), United Nations Office at Geneva (“UNOG”).

4. The Applicant's post was funded by extra-budgetary contributions from HCPs and Observer States participating in the annual meeting of the CCW. The ISU budget is part of the cost estimates of the CCW meetings and is approved by the HCPs each year.

5. In May 2016, the then Acting Director, Conference on Disarmament and Conference Support Branch, UNODA, was made aware of financial challenges the CCW faced, which were mainly due to arrears of payment from previous years and incomplete payment of voluntary contributions by member states.

6. In a meeting on 17 January 2017, attended by the Applicant, the Chief of the Financial Resources Management Service, UNOG, the Applicant was informed that since the financial contributions toward the CCW were extra-budgetary, they had to be received by the CCW before any activities could proceed, and that should the financial situation of the funds not improve, the continuation of contracts beyond their current expiration date could not be ensured.

7. At the meeting, the Chief of HRMS, UNOG, stated that honouring staff contracts and entitlement was a priority, but that the financial challenges could lead to a non-renewal of fixed-term appointments. She also stressed that efforts would be made to inform staff as soon as possible of the situation and that at least a one-month notice would be given to staff members whose fixed-term appointment was not to be renewed. She urged staff members of the ISU, CCW, to apply for other suitable job openings and stated that applications of the staff members would be marked in Inspira as "from a downsizing entity", giving the staff members an advantage in other selection exercises.

8. At an informal meeting on 31 March 2017, the CCW Member States decided to continue the payment of personnel costs for the ISU, despite the difficult financial situation of the CCW.

9. In April 2017, following the failure by some States to pay their arrears and assessed contribution to the 2017 budget, some of the meetings of the CCW had to be postponed and then subsequently cancelled for financial reasons.

10. On 19 September 2017, the Applicant received a written notice of the non-renewal of her fixed-term appointment beyond 31 December 2017. The letter specified that the non-renewal was due to lack of funding and that the Applicant's position was marked as affected by downsizing in Inspira. The letter also recalled that the Applicant was informed on 17 January 2017 and 17 September 2017 of the financial difficulties facing the CCW.

11. In October 2017, the Applicant applied for the temporary position of Political Affairs Officer (P-4), with the CD team, Geneva, advertised under JO 85969.

12. On 17 November 2017, the Applicant filed a request for management evaluation, challenging the decision not to renew her fixed-term appointment beyond 31 December 2017.

13. By Note Verbale also dated 17 November 2017, UNODA informed the Permanent Mission of the United Kingdom of Great Britain and Northern Ireland *inter alia* about the financial situation of the CCW. More specifically, this communication indicated that

[d]ue to the lack of sufficient funds on the CCW account for 2018 planned activities, UNODA [was] not in a position to extend contracts for the UN contracted staff members currently serving in the CCW [ISU]" beyond 31 December 2017.

14. On 15 December 2017, the Applicant requested suspension of action, pending management evaluation, of the decision not to renew her fixed-term appointment beyond 31 December 2017.

15. By Order No. 259 (GVA/2017) of 22 December 2017, the Tribunal rejected the Applicant's application for suspension of action.

16. On 1 January 2018, the Applicant was separated from service.

17. As to the selection process for JO 85969, the Applicant applied to it together with 101 other candidates. She was invited for a competency-based interview as one of five candidates. During the interview, the Applicant did not succeed to demonstrate her suitability for the post and thus was not selected. The successful

candidate was selected on 18 January 2018 and was appointed as of 11 February 2018. The temporary appointment expired on 31 March 2018 upon the return of the incumbent on 1 April 2018.

18. As to the request for SLWOP, by memorandum submitted on 11 December 2017, the Applicant requested it for the period from 1 January to 30 June 2018. The Applicant stated the reasons for her request to be the discontinuation of her fixed term contract as of 31 December 2017 along with the need to organize medical insurance for her family and her residential status in Switzerland.

19. On 14 December 2017, the Applicant wrote to the Director, Geneva-Branch, UNODA, that she would like to be given two instead of six months of special leave without pay. By memorandum dated 19 December 2017, the Applicant submitted a request for special leave without pay starting from 1 January to 31 March 2018. This time, the Applicant stated the reasons for her request to be the discontinuation of her fixed-term contract as of 31 December 2017, her not having another job to move on to, and to have further time to apply for jobs as an internal candidate.

20. By memorandum dated 18 December 2017, the Director, UNODA-Geneva Office informed the Director, UNODA-New York Office and Deputy High Representative and the High Representative, UNODA, of the requests made by the Applicant, recommending that the requests for SLWOP not be granted as it would not be in the interest of the Organization.

21. On 22 December 2017 the Applicant re-submitted her latest request for SLWOP to the Director, UNODA-New York Office and Deputy to the High Representative Office, UNODA.

22. On 26 December 2017, the Director, UNODA-New York Office and Deputy to the High Representative UNODA informed the Applicant of the decision not to approve her request for SLWOP.

23. On 27 December 2017 the Chief, HRMS, UNOG, informed the Applicant that with regard to her medical insurance she could request a 3-month courtesy extension after the expiration of her contract by contacting the United Nations Staff Mutual Insurance Society (“UNSMIS”) directly. The Applicant was furthermore

informed that she was automatically granted a courtesy period of two months by the Swiss authorities after expiration of her “carte de legitimisation”.

24. On 20 January 2018, the Applicant was informed that she was not selected for the above-mentioned P-4 temporary position.

25. On 8 February 2018, the Applicant submitted a request for management evaluation challenging her non-selection decision and the decision denying her SLWOP request.

26. On 26 March 2018, the Applicant filed the application referred to in para. 1 above.

27. The Respondent submitted his reply on 4 May 2018, with annex 7 to it filed *ex parte*.

28. By Order No. 117 (GVA/2018) of 4 July 2018, Annex 7 to the Respondent’s reply, as redacted by the Tribunal, was made available to the Applicant on an under seal basis.

29. On 1 October 2018, the case was reassigned to the undersigned Judge.

30. By Order No. 103 (GVA/2019) of 26 November 2019, the parties were allowed to present their views as to whether the case could be decided on papers without holding a hearing.

31. While the Respondent agreed on that on 26 November 2019, on the same day the Applicant sought additional disclosure of information and oral witnesses. On 3 December 2019, the Respondent expressed its opposition to further collection of evidence.

32. By Order No. 108 (GVA/2019) of 4 December 2019, the Tribunal found that neither a hearing nor additional disclosure were needed to adjudicate the case at hand and invited the parties to submit their respective closing submission.

33. On 10 December 2019, the parties filed closing submissions.

### **Parties' submissions**

34. The Applicant's principal contentions are:

#### *As to the decision not to renew the Applicant's fixed-term appointment*

- a. The 19 September 2017 non-renewal decision is not supported by the facts, is superfluous and premature, is *ultra vires* and cannot be justified by any operational purpose;
- b. On the first ground, the Applicant notes that on 22 September 2017, one CCW State Party, namely Brazil, paid its arrears, and this resulted in a surplus to secure payment of salaries in 2018 for the staff at the ISU. Furthermore, in November 2017, the CCW High Contracting parties approved the 2018 budgets for Amended Protocol II and Protocol V, which provide for a P-3 post within the ISU;
- c. On the second ground, fixed-term appointments do not require non-renewal notices, much less months prior to the expiration of a contract. Also, a determination on the availability of funds to finance the Applicant's post can only be made at the end of the financial year, following a "comprehensive assessment of member states' contributions and outstanding arrears" and not on an evaluation of the financial situation made earlier, on 17 January 2017;
- d. On the third ground, since the Applicant's post was created by decision of the CCW State Parties, it may not be abolished without seeking their approval, being OHRM's authorization alone insufficient;

#### *As to the Applicant's non-selection decision*

- e. The Applicant focuses on the non-renewal decision but challenges also the decision of non-selection for the upper position, asking for damages. The Applicant, however, does not give particular reasons about the alleged unlawfulness of her non-selection; and

*As to the decision not to grant SLWOP*

f. The Applicant challenges also the decision not to grant her SLWOP, asking for damages. The Applicant however does not give particular reasons about the alleged unlawfulness of the decision.

35. The Respondent's principal contentions are:

*As to the decision not to renew the Applicant's fixed-term appointment*

a. The contested decision is lawful. Not only did the Applicant's appointment not carry any expectancy of renewal but, also, she was provided with a valid reason for the non-renewal of her FTA;

b. The budgetary issues behind that decision were shared with the Applicant long before the decision was taken and, furthermore, the Administration informed her of the non-renewal more than 30 days before the expiration of her contract;

c. Lack of funding was a "valid and objective reason" for the non-renewal of the Applicant's FTA. In this connection, "an administrative decision has to be assessed considering the situation at the moment of the decision", and the contested decision was taken based on available information at the time and on a prognosis of the CCW's financial situation;

d. Furthermore, the budgets' financial commitments of the CCW's HCPs can be relevant only once funds have been received; in any case, in November 2017, the HCPs decided to hold meetings of the CCW over the payment of staff costs;

e. The contested decision was not premature but the result of a process that began in January 2017 and during which the Applicant was kept informed of CCW's financial situation and of its possible implications on her FTA;

f. The contested decision is not *ultra vires* because there has been no decision to abolish the ISU (which would require the express consent of the CCW), but for the time being, would not be staffed, relying on services provided, among others, by the Department of Conference Management, UNOG. Moreover, the Member States agreed to prioritize meetings and related activities of the convention over staff costs, with the understanding that the contracts of staff members serving in the ISU would not be extended and no new staff would be recruited until the ISU mechanisms can be reviewed and additional financial measures explored;

*As to the Applicant's non-selection decision*

g. The Respondent argues that the Applicant's candidacy for the temporary job opening in question was fully and fairly considered and that the Applicant, who did not succeed in demonstrating her suitability for the position, was not recommended for the position after a comparative analysis of all the applications for the JO; and

*As to the decision not to grant SLWOP*

h. The Respondent argues that the Organization lawfully rejected the SLWOP requests on the grounds that *inter alia* none of the reasons given by the Applicant, specially to have more time to apply for jobs as an internal candidate, is a valid one according to staff rule 5.3, and that granting special leave without pay was not in the interest of the Organization. In connection with this last point, the Respondent points out that since the Applicant's FTA expired before the beginning of the period of the requested SLWOP, the Applicant did no longer possess a post against which she could have taken a leave.

**Consideration**

*Non-renewal of the Applicant's FTA*

36. It has to be preliminary noted that from the evidence offered by the parties, it results that since some years CCW and ISU have been facing a continuing financial crisis.

37. Indeed, as early as January 2017, discussions took place to share with all concerned the potential impact of a CCW financial shortfall. Also, during 2017, CCW meetings had to be, first, postponed and, subsequently, cancelled. Concerns about CCW's financial situation were also voiced with/by the CCW Chair and conveyed to the HCPs.

38. As to the consequence of this financial crisis on the work relationship of the Applicant, it has to be noted on this matter that the Respondent conceded that a decision to abolish the ISU posts would have required the approval of CCW's HCPs, which was not sought in the case at hand. The Respondent highlighted, however, that the contested decision not to renew the Applicant's FTA was not based on the abolition of the post she encumbered but rather on the unavailability of funds to cover the cost of the post, which allowed the Administration, also considering that the post was exclusively financed by extra-budgetary resources (so the situation couldn't be equated to an abolition of post as could be entertained in cases involving regular budget posts), to decide not to renew the temporary contract, leaving unstaffed the ISU till the moment in which the financial situation would have improved.

39. Given this situation, the Tribunal finds that the challenged decision is not *ultra vires*, being for the administration to evaluate the opportunity to renew temporary contracts in the financial situation of that time.

40. On 19 September 2017, when the Applicant received the letter notifying the non-renewal of her contract, the prognosis about the financial situation of the CCW was really negative, and this situation would in abstract allow the Administration, acting in good faith, not to renew a temporary contract expiring in that period.

41. However, in the present case, the FTA of the Applicant would have expired only at the end of December 2017.

42. In this situation, it is true that the lawfulness of the non-renewal decision must be evaluated with reference to the situation of the moment in which the decision was taken. However, in presence of a contract whose effects remain for a longer period, and which do not require non-renewal notices, the reason constituting the

ground of the administrative decision should persist till the end of the contract, thus continuously supporting the reasons of the Administration's choice.

43. It is also reasonable that a determination on the availability of funds to finance the Applicant's post can only be made at the end of the financial year, following a comprehensive assessment of Member States' contributions and not on an evaluation of the financial situation made earlier, months before the expiration of the contract, like in this case.

44. The Tribunal cannot avoid, therefore, to consider the developments of the situation that occurred after the date of the contested decision.

45. The case is, indeed, different from that examined in *Filippova* UNDT/2016/008, recalled by the Respondent, where the reason of non-renewal of an FTA concerned the expected reduced workload (and not the financial sustainability of an enduring activity) and the decision was taken only two months before the expiration of the contract, so that the Tribunal excluded the relevance of developments relating to the future workload. In the present case instead, the records showed clearly factual developments of the situation (such as payment of arrears, approved budget provision, etc.) which were not related to the future but were already effective during the duration of the contract.

46. If, as underlined by UNAT in *Nouinou* 2019-UNAT-902 (para. 69), any further extension of a fixed-term contract is subject to available funding at the material time of the expiration of the contract, it is true also that the non-renewal for financial reasons can be justified if based on a financial situation assessed with reference to the material time of the expiration of the contract.

47. In other terms, during the time period between the notice of non-renewal and the expiration of the contract of the Applicant, that is between September 2017 and the end of December 2017, the Administration was under an obligation to verify whether the financial constraints precluding the renewal of the Applicant's appointment continued to exist, not limiting itself in relying in old financial projections irrespectively of the more recent economic results.

48. On a factual basis, the Respondent conceded that a CCW State Party (Brazil) paid its arrears shortly after (few days later) notification of the contested decision to the Applicant, and this payment clearly suffices to fund the ISU post the Applicant encumbers. It also results from the file that, later on, other States paid their arrears, also before the end of the year 2017.

49. In this context, while it is undoubtable that the decision how to use the funds rests in the CCW Member States in their discretionary power and no rights on the destination of the funds can be claimed by a staff member, nevertheless the payment of the arrears influences the financial situation that needs to be assessed as ground to decisions concerning staff contacts.

50. On a different basis, it has to be noted that on 24 November 2017 the CCW's HCPs approved the 2018 operational budget for Amended Protocol II and Protocol V, which expressly provided for a P-3 post within the ISU, showing also the breakdown of the costs of the said post (it was included a cost provision of USD99,000 as "direct staff cost of one P3 for six months").

51. In particular, the Report of 29 November 2017 on this matter clearly indicates that the cost of the meetings shall comprise the cost of the Secretariat's activities to be performed by the ISU and that the Meeting adopted an operational budget for 2018 and a preliminary budget for 2019. The Tribunal considers that with the content of this document the Applicant's burden of proof is met thus rendering not necessary to grant her request for additional disclosure or an oral hearing.

52. The approval of an operational budget is really relevant also because it was taken on 22-24 November, therefore after the UNODA Director expressed her view about the absolute difficulties to renew contracts for 2018 (see para. 13 above).

53. From that Report, the Respondent's allegation that the CCW's HCPs decided to finance the meetings and not the staff of the ISU in 2018 is disproved. Also, there is no evidence in support of that allegation in the audio records of an unspecified meeting provided by the Respondent, which preceded the approval of said Report.

54. In this context, the Administration was under an obligation to verify whether the financial constraints precluding the renewal of the Applicant's appointment continued to exist, specifically taking into account the more recent measures adopted by the CCW's HCPs on 24 November 2017 to address the financial deficit and ensure the continuity of the ISU.

55. The Tribunal is aware that, in general, pursuant to staff rule 4.13(c), an FTA does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service.

56. In the present case, however, the express reference in the official Report of the CCW to the costs for a P-3 Position for activities related to two different meetings for 6 months each, undoubtedly influenced the legitimate expectation of the Applicant to have her contract renewed before its expiration notwithstanding the previous notice of non-renewal.

57. The Tribunal is also aware that one thing is a budgetary provision, although assessed as operational, and another thing is the concrete and effective availability of the funds to be used to cover staff costs. In this case, however, the Respondent, who bears on this issue the burden to prove the specific and concrete financial situation, gave no evidence at all about the alleged cash problems or inconsistency of the budget.

58. In particular, no evidence was given on the fact that despite the payment of arrears by one of its Member States, the funds would not suffice to both ensure meetings of the CCW and the payment of the staff costs of the ISU in the year 2018, and/or that in their meeting on 25 November 2017, the Member States decided to hold meetings of the CCW over the payment of staff costs. Also, there is no specific evidence about the fact that the renewal of the Applicant's contract would not have been financially feasible. The Respondent, who expressly opposed the Applicant's request for additional disclosure of information and oral witnesses, did not ask for further investigation on these issues.

59. In the present case, the Administration failed in evaluating promptly and considering the evolution of the financial situation before the expiration of the Applicant's FTA in the last months of the contract, thus failing to balance those results with the previous one, and the position expressed by the Member States on the staffing of the ISU and its cost. The said developments and facts could have influenced the decision by the Administration not to renew the contract, which is consequently unlawful.

*Remedies*

60. The remedy of rescission of an administrative decision generally entails the undoing of the decision. The Tribunal has found that the Organization failed to justify the non-renewal of the contract of the Applicant and that the decision to separate her from service was therefore flawed.

61. The Tribunal considers it appropriate to order the rescission of the decision to separate the Applicant from service.

62. In accordance with art. 10.5(a) of its Statute, the Tribunal will set an amount of compensation that the Respondent may elect to pay as an alternative to the rescission of the decision.

63. Considering the budget provision contained in the above-mentioned Report for the whole year 2018, the Tribunal sets this amount at twelve months' net base salary.

*Applicant's non-selection decision*

64. According to section 3.5 of ST/AI/2010/4/Rev. 1 (Administration of temporary appointments):

The department/office will assess the candidates' applications in order to determine whether they are eligible, and whether they meet the minimum requirements, as well as the technical requirements and competencies of the temporary position. Such assessment will be undertaken through a comparative analysis of the applications. The assessment may also include a competency-based interview and/or other appropriate evaluation mechanisms, such as written tests, work sample tests and assessment centres. Following a

competitive process, the head of department/office shall make the selection decision, up to and including the D-1 level.

65. It results from the file that the Applicant, following submission of her candidacy for JO 85969 in Inspira, was screened as eligible for the position as she met the minimum requirements. She was subsequently invited for a competency-based interview to assess if she met the competencies of the temporary position. During the interview, the Applicant did not succeed in demonstrating her suitability for the position.

66. After a comparative analysis of all applications, the Applicant was therefore not recommended for the position and another candidate was selected with the approval of the High Representative, UNODA.

67. The Tribunal notes that the Secretary-General is vested with wide discretion to select staff members for positions within the Organization. It is within the discretionary authority of the Secretary-General to evaluate candidates' qualifications for positions. In matters of selection of staff, the role of the Tribunal is to review the challenged selection process to determine whether a candidate has received full and fair consideration, whether discrimination and bias are absent, if proper procedures have been followed, and whether all relevant material has been taken into consideration. The Tribunal will not substitute its own judgment for that of the Secretary-General in these matters.

68. The Appeals Tribunal has held that there is always a presumption that official acts have been regularly performed, although this presumption is a rebuttable one. If the Organization can minimally show that a candidature was given full and fair consideration, then the presumption of law stands satisfied. Thereafter, the burden of proof shifts to an applicant/appellant who must show through clear and convincing evidence the denial of a fair chance of promotion. The presumption of regularity is rebutted by evidence of a failure to follow applicable procedures, bias in the decision-making process, and consideration of irrelevant material or extraneous factors.

69. In *Majbri* 2012-UNAT-200 stated that:

30. All the candidates that appear before an interview panel have the right to full and fair consideration. A candidate challenging the denial of a promotion must prove through a preponderance of the evidence any of these grounds: that the interview and selection procedures were violated; that the members of the panel were biased; that the panel discriminated against an interviewee; that relevant material was ignored or that irrelevant material was considered; and potentially other grounds depending on the facts of each case.

70. These principles were later reaffirmed in *Reid* 2014-UNAT-419 (para. 20), *Staedtler* 2015-UNAT-547 (para. 27), *Survo* 2015-UNAT-595 (para 68), *Niedermayr* 2015-UNAT-603 (para 23), *Savadogo* 2016-UNAT-642 (para 55) and *Diatta* 2016-UNAT-640 (para 33).

71. Following careful review of the facts as they appear in the file and the accompanying documentary evidence, the Tribunal is unable to conclude that the presumption of regularity in the selection process has been or should be rebutted. There is nothing to suggest that the Organization acted improperly in the selection process for JO 85969 or that the Applicant's non-selection was motivated by extraneous factors.

72. On the evidence before it, the Tribunal can only conclude that the Applicant was given full and fair consideration by the hiring manager and that the selection decision was both proper and lawful. Consequently, the Applicant's claim on this point has to be dismissed.

*Non-granting of SLWOP*

73. It has to be preliminary noted that the issue at stake is relevant also when the non-renewal decision is found unlawful. In fact, if the Applicant's request for a SLWOP presupposes a valid decision on not-renewal of the contract, the Applicant could have suffered an additional damage for the denial of the SLWOP itself. Therefore, the lawfulness of this denial must be assessed in any case.

74. According to staff regulation 5.2, "special leave may be authorized by the Secretary-General in exceptional cases".

75. Staff rule 5.3 on Special leave states that

(a) (i) Special leave may be granted at the request of a staff member holding a fixed-term or continuing appointment for advanced study or research in the interest of the United Nations, in cases of extended illness, for childcare or for other important reasons for such period of time as the Secretary-General may prescribe;

...

(f) In exceptional cases, the Secretary-General may, at his or her initiative, place a staff member on special leave with full or partial pay or without pay if he or she considers such leave to be in the interest of the Organization.

76. The Respondent submits that both the approval of SLWOP and its duration are at the discretion of the Organization, and that SLWOP is to be granted in exceptional cases and for important reasons only. He adds that the reasons given by the Applicant, both in her initial and revised requests, do not qualify as cases for which SLWOP is granted. Additionally, the Respondent notes that since the Applicant's separation from service, she has been reintegrated with the civil service of a national government and that such integration would not have been lawful under the Organization's rules on outside activities while on SLWOP.

77. The Tribunal shares the view of the Respondent, finding that none of the reasons given by the Applicant and in particular the one related to having more time to apply for jobs as an internal candidate, can be considered as a valid reason for the granting of SLWOP according to staff rule 5.3.

78. In addition, in this particular case, granting SLWOP was not in the interest of the Organization, which considered the fact that the fixed-term contract of the Applicant expired before the beginning of the period of the requested leave without pay.

79. The Applicant's claim related to the refusal of her request for SLWOP is therefore ill-founded.

**Conclusion**

80. In view of the foregoing, the Tribunal DECIDES:

- a. The Applicant's claims related to her non-selection for JO 85969 and the non-granting of SLWOP are dismissed;
- b. The decision not to renew the Applicant's FTA and, consequently, to separate her from service is rescinded;
- c. As an alternative to the rescission of the decision the Respondent may elect to pay the Applicant compensation equivalent to twelve months' net base salary; and
- d. The aforementioned compensation shall bear interest at the United States of America prime rate with effect from the date this Judgment becomes executable until payment of said compensation. An additional five per cent shall be applied to the United States prime rate 60 days from the date this Judgment becomes executable.

*(Signed)*

Judge Francesco Buffa

Dated this 10<sup>th</sup> day of March 2020

Entered in the Register on this 10<sup>th</sup> day of March 2020

*(Signed)*

René M. Vargas M., Registrar, Geneva