



**Before:** Judge Teresa Bravo

**Registry:** Geneva

**Registrar:** René M. Vargas M.

RECHDAN

v.

SECRETARY-GENERAL  
OF THE UNITED NATIONS

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**JUDGMENT**

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**Counsel for Applicant:**

Shubha Suresh Naik, OSLA

**Counsel for Respondent:**

Rebecca Britnell, UNHCR

Charlotte Servant-L'Heureux, UNHCR

## **Introduction**

1. By application filed on 3 November 2021, the Applicant, a staff member of the Office of the United Nations High Commissioner for Refugees (“UNHCR”), contests the Administration’s decision to deny her telecommuting arrangements or Special Leave with Full Pay (“SLWFP”) and maternity rights, despite the Medical Unit’s affirmation of her high-risk pregnancy as well as the ongoing pandemic (“the contested decision”).

## **Facts and procedural history**

2. The Applicant joined UNHCR on 7 August 2006 as a Field Clerk at the G-3 level in Beirut. On 1 April 2013, she was promoted to a Finance Associate position at the G-6 level. On 1 January 2019, her fixed-term appointment was renewed until 31 December 2021, and she was appointed as an Admin Associate at the G-6 level.

3. Shortly after her appointment as an Admin Associate, the Applicant requested Special Leave Without Pay (“SLWOP”) for personal reasons, which was granted for the period from 23 January 2019 to 22 January 2020. On 23 January 2020, the Applicant’s SLWOP was extended for another year until 22 January 2021.

4. On 11 March 2020, the World Health Organization (“WHO”) declared the COVID-19 outbreak a global pandemic.

5. On 18 December 2020, approximately a month before the end of the Applicant’s SLWOP, a Senior Human Resources Assistant (“SHRA”), UNHCR, contacted the Applicant by email to request her to confirm before 23 December 2020 whether she would be returning to her post on 23 January 2021—the end of her authorized SLWOP—or whether she would be relinquishing her lien and submitting her resignation.

6. On 23 December 2020, the Applicant informed the SHRA, UNHCR, that she intended to return to her post on 23 January 2021, and that she was unable to travel from her then location (Switzerland) because of her high-risk pregnancy.

7. On the same day, the SHRA, UNHCR, requested that the Applicant notify the Medical Section of her pregnancy by sending a medical report, emphasizing that the Applicant should ask the UNHCR Medical Section to include information on her high-risk pregnancy and restriction on travel.

8. On 6 January 2021, all staff members in Lebanon, including the Applicant, received an email from the Deputy Representative (Operations), informing them that, *inter alia*, the UN was not expected to close down, and while the presence of staff in the office was to be limited, core presence in the office was to be maintained on a rotational basis.

9. On 7 January 2021, the Applicant shared her medical report with the UNHCR Medical Section.

10. By email dated 27 January 2021, the UNHCR Medical Section informed the Applicant's Supervisor as follows:

We are processing work accommodation for [the Applicant] who would like to continue with work during this pregnancy out of duty station due to the precarious and unpredictable timelines of delivery.

It is in the staff members best interest that Medical Section proposes the following work accommodation as long as it is feasible and reasonable to you as her supervisor. We have attached the work accommodation due to pregnancy for your comments (please complete the request with your comments in the text box provided).

It will comprise of **100 % telecommuting from Zug, Switzerland** from 25 January 2021 to 17 March 2021. (Emphasis in the original)

11. On the same day, the Applicant's Supervisor responded: "[d]ue to operational requirement and the fact that the tasks expected from staff member cannot be carried out remotely, it is not feasible to accommodate such telecommuting."

12. By email dated 28 January 2021, the UNHCR Medical Section responded to the Applicant's Supervisor as follows:

Considering that [the Applicant's work deliverables] are not achievable through the requested work accommodation modality of telecommuting, as per [the Administrative Instruction on Parental Leave (UNHCR/AI/2018/2)] she is entitled to Special leave With Full Pay until start of Maternity leave. She was to start maternity leave on [17] March 2021.

13. On 28 January and 1 February 2021, the Applicant's Supervisor and the UNHCR Medical Section exchanged emails (in which the Applicant was in copy) regarding whether UNHCR/AI/2018/2 was applicable to the Applicant's situation and whether she was entitled to SLWFP until the start of her maternity leave.

14. On 3 March 2021, the Applicant was informed that given the nature and responsibilities of her position, telecommuting was not an option, and that SLWFP was limited to staff members on "active service".

15. On 11 March 2021, the Applicant was informed that the Administration had exceptionally approved an extension of SLWOP for her until 31 December 2021.

16. Further to the Applicant's request for reconsideration, by email of 16 March 2021, the Head of Human Resources Staff Services, UNHCR, informed the Applicant that:

As you did not return on active duty by the time your SLWOP expired, the only possible solutions are that you request a further extension of SLWOP (and if you do that, I will exceptionally approve the extension of the lien to your own position, as supported by the operation) or that you provide a letter of resignation from service. Should you not initiate such actions, we will then have to undertake administrative measures as your absence from work since the end of SLWOP is unauthorised.

17. On 8 April 2021, the Applicant gave birth.

18. On 21 April 2021, the Applicant requested management evaluation of the Administration's decision to not grant her telecommuting arrangements or SLWFP.

19. By letter dated 6 August 2021, the Deputy High Commissioner, UNHCR, informed the Applicant of her decision to uphold the contested decision.
20. On 3 November 2021, the Applicant filed the present application.
21. On 8 December 2021, the Respondent filed his reply together with a motion for leave to exceed the page limit.
22. The Applicant resigned effective 1 January 2022.
23. By Order No. 90 (GVA/2022) of 18 October 2022, the Tribunal granted the Respondent's motion to exceed the page limit, instructed the Applicant to file a rejoinder and invited the Respondent to file his comments on the Applicant's rejoinder. In the same Order, the Tribunal also encouraged the parties to explore the possibility of having the dispute between them resolved without recourse to further litigation in view of the specific circumstances of the case.
24. On 27 October 2022, the Applicant filed a rejoinder.
25. On 7 November 2022, the Respondent filed his comments on the Applicant's rejoinder.
26. Noting that neither the Applicant nor the Respondent indicated in the above-mentioned submissions whether amicable settlement would be resorted to, by Order No. 109 (GVA/2022) of 16 November 2022, the Tribunal instructed the parties to inform it, by 28 November 2022, whether they would engage in an amicable settlement to the dispute.
27. By a joint motion filed on 28 November 2022, the parties informed the Tribunal that they had agreed to engage in informal settlement discussions with a view to amicably resolve the matter. They accordingly requested suspension of the proceedings for an initial period of seven weeks until 16 January 2023.
28. By Order No. 115 (GVA/2022) of 28 November 2022, the Tribunal granted the parties' motion for suspension of the proceedings.

29. On 16 January 2023, the parties filed a joint motion for resumption of proceedings, informing the Tribunal that they had not been able to reach an agreement satisfactory to both in relation to the present matter.

30. By Order No. 6 (GVA/2023) of 20 January 2023, the Tribunal granted the parties' motion for resumption of proceedings, and informed the parties that it would proceed to adjudicate the matter by Judgment.

### **Consideration**

#### *Scope and standard of judicial review*

31. In the present case, the Applicant contests the Administration's decision to deny her telecommuting arrangements or SLWFP and maternity rights, despite the Medical Unit's affirmation of her high-risk pregnancy as well as considering the ongoing pandemic.

32. As for any discretionary decision of the Organization, the Tribunal's scope of review is limited to determining whether the exercise of such discretion is legal, rational, reasonable, and procedurally correct to avoid unfairness, unlawfulness or arbitrariness (see, e.g., *Sanwidi* 2010-UNAT-084, para. 42; *Abusondous* 2018-UNAT-812, para. 12).

33. In this regard, the Tribunal recalls that it is not its role "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" (see *Sanwidi*, para. 40).

34. Nevertheless, the Tribunal may "consider whether relevant matters have been ignored and irrelevant matters considered, and also examine whether the decision is absurd or perverse" (see *Sanwidi*, para. 40). If the Administration acts irrationally or unreasonably in reaching its decision, the Tribunal is obliged to strike it down (see *Belkhabbaz* 2018-UNAT-873, para. 80). "When it does that, it does not illegitimately substitute its decision for the decision of the Administration; it merely pronounces on the rationality of the contested decision" (see *Belkhabbaz*, para. 80).

35. In view of the foregoing, and having reviewed the parties' submissions and the evidence on record, the Tribunal defines the issues to be examined in the present case as follows:

- a. Whether the contested decision is lawful; and
- b. Whether the Applicant is entitled to any remedies.

36. The Tribunal will address these issues in turn.

*Whether the contested decision is lawful*

37. The Applicant submits that the Administration's decision to not grant her telecommuting, or SLWFP for around two months, is without consideration and concern for staff safety, security, and well-being, and that it ultimately resulted in the denial of her maternity benefits.

38. The Respondent argues that the decision to not grant telecommuting arrangements was strictly due to operational requirements in accordance with the Organization's policies and was, therefore, lawful, and that there is no legal basis to the Applicant's claim to SLWFP before maternity leave and subsequent maternity leave.

39. Accordingly, in determining whether the contested decision is lawful, the Tribunal will address the two issues below in turn:

- a. Whether the Administration properly exercised its discretion in not granting the Applicant telecommuting arrangements; and
- b. Whether the Applicant is entitled to SLWFP before maternity leave and subsequent maternity leave.

Whether the Administration properly exercised its discretion in not granting the Applicant telecommuting arrangements

40. The Tribunal recalls that the duty of care on the part of the Organization has been codified and incorporated into the Staff Regulations and Rules, thus ensuring such protection to all staff members as a term of their employment (UN Administrative Tribunal Judgment No. 1204, *Durand* (2005), para. XVI). Staff regulation 1.2(c) provides that:

Staff members are subject to the authority of the Secretary-General and to assignment by him or her to any of the activities or offices of the United Nations. In exercising this authority[,] the Secretary-General shall seek to ensure, having regard to the circumstances, that all necessary safety and security arrangements are made for staff carrying out the responsibilities entrusted to them.

41. This provision establishes the general principle of the duty to exercise reasonable care to ensure the safety of staff members (see UN Administrative Tribunal Judgment No. 1204, *Durand* (2005), para. XVII). In the *Grasshoff* case, the Administrative Tribunal of the International Labour Organization (“ILOAT”) stated that (emphasis added):

It is a fundamental principle of every contract of employment that the employer will not require the employee to work in a place which he knows or ought to know to be unsafe. [...] If there is doubt about the safety of a place of work, it is the duty of the employer to make the necessary inquiries and to **arrive at a reasonable and careful judgment**, and the employee is entitled to rely upon his judgment.

*The Organization’s duty of care towards staff during the COVID-19 pandemic*

42. The Tribunal notes that since March 2020, when WHO declared COVID-19 as a global pandemic, the Organization has ensured that all necessary measures are in place to support the safety and health of all UN personnel when carrying out the functions and responsibilities entrusted to them (see, e.g., the Human Resources Policy Guidance of 23 September 2020, para. 1.3).



43. In this respect, the Administrative Guidelines for Offices on the Novel Coronavirus (COVID-19) pandemic, dated 19 January 2021 and issued by the Chiefs Executive Board Human Resources Network (hereafter “the 2021 Administrative Guidelines”), which apply to UNHCR, state in their relevant part that:

**On-site presence**

...

4. To the extent possible, staff whose on-site presence is required should be designated on a voluntary basis.

...

**Adjustment to duties**

6. In order to address the needs of the UN Common System organizations in response to COVID-19, Executive Heads and Heads of Entities, as applicable, may request staff members to temporarily carry out different functions than the ones normally assigned to them.

...

**Flexible working arrangements and alternate working arrangements**

16. [...] Staff members may be authorized to telecommute on a full-time basis at the duty station or away from their duty station in accordance with **organizations’ internal policies**.
17. Alternate working arrangements are implemented at the request of the organization and are therefore different from flexible working arrangements although both may involve working from another location. [...] During alternate working arrangements, staff members whose on-site presence is not required may be authorized to work remotely away from the duty station under conditions established by their respective organizations.
18. In an effort to contain the spread of COVID-19, the Secretary-General and Executive Heads or Heads of Entities (if delegated such authority) in duty stations across the world have decided to restrict physical access to UN premises while keeping offices open virtually. In all entities at all duty stations where such decisions have been made, staff members are required to work remotely, unless their physical presence on the

premises is necessary. This is neither an optional nor a voluntary telecommuting arrangement between managers and staff members but a mandatory requirement by the organization.

44. The Tribunal acknowledges that the nature of the Applicant's functions may require her on-site presence, as evidenced by the fact that the person carrying out her functions came once a week to the office from 23 January 2021 to 26 March 2021.

45. However, this does not necessarily suggest that the Applicant is not entitled to an alternate working arrangement allowing her to work remotely from her duty station. In the Tribunal's view, the rules upon which UNHCR based its decision are flexible enough to accommodate the Applicant's specific needs. Indeed, under the 2021 Administrative Guidelines, staff whose on-site presence is required should be designated on a voluntary basis to the extent possible, and the Administration may request staff members to temporarily carry out different functions than the ones normally assigned to them.

*Reasonable accommodation for compelling personal circumstances*

46. The Tribunal notes that the Organization has provided flexible working arrangements ("FWA") to accommodate staff members' compelling personal circumstances in accordance with its duty of care under staff regulation 1.2(c). Specifically, the Secretary-General's Bulletin on Flexible Working Arrangements (ST/SGB/2019/3) provides in its relevant part that:

3.10. In cases where there are compelling personal circumstances, consideration may be given to allowing staff members to telecommute from outside the staff member's official duty station for an appropriate duration not exceeding six months.

47. While ST/SGB/2019/3 does not explicitly address high-risk pregnancy situations, sec. 2.2 could have been applied to the Applicant's case *mutatis mutandis* as it provides that:

Certain components of the flexible working arrangements may be advised by the Medical Director or a duly authorized Medical Officer as being suitable to accommodate medical restrictions or limitations as part of a time-limited return-to-work programme. In line with the general principles of reasonable accommodations for short-term disability, if that advice is rejected, the manager would be required to establish that the requested accommodations represent a disproportionate or undue burden on the workplace.

48. The evidence on record shows that having considered that the Applicant had a high-risk pregnancy during the peak of the COVID-19 pandemic, the UNHCR Medical Section advised the Administration to adopt a work accommodation, i.e., 100% telecommuting from Zug, Switzerland, from 25 January 2021 to 17 March 2021.

49. However, the Administration refused to accommodate the Applicant's needs solely on the vague ground of "operational requirement", as claimed by the Respondent, without developing said "requirement". In doing so, it failed to properly consider the Applicant's compelling personal circumstances. While arguing that the tasks expected from the Applicant cannot be carried out remotely, the Administration did not consider whether it is possible to adjust her duties under sec. 6 of the 2021 Administrative Guidelines. Also, the Administration did not properly weigh and balance all relevant factors including whether the requested accommodations would have represented "a disproportionate or undue burden on the workplace".

50. Moreover, the Administration exercised its discretion in contravention of the rule that "flexible working arrangements in the context of workplace accommodation on medical grounds are not voluntary agreements", which is codified in UNHCR/AI/2022/09 (Administrative Instruction on Sick Leave).

*Workplace accommodation for pregnant women*

51. The Tribunal notes that UNHCR/AI/2018/2 provides in its relevant part that (emphasis added):

**3. Rationale**

...

5. In taking measures to support work-life balance, through this AI, UNHCR introduces four new provisions to enable staff members to effectively attend to commitments at work while taking adequate care of what is important to them outside work:

...

d. the workplace accommodation.

...

**4.1.2. Workplace Accommodation**

...

14. Similarly[,] locally recruited female staff serving in D/E non-capital duty stations may request and be authorized to travel out of the duty stations as of the 32<sup>nd</sup> week of pregnancy. This is deemed to be a preventive measure in the interest of the staff member to ensure proximity to essential medical facilities. The Organization will pay the cost of travel to the capital city of the country of assignment. However, there shall be no other entitlement, e.g. DSA linked to the authorized travel. To the extent possible, whenever feasible, the manager should accommodate the staff member with official duties, which could be on **telecommuting arrangement**, until the staff member starts the Maternity Leave. In the absence of possible assignment, **Special Leave with Full Pay** will be authorized by the responsible Officer in the Field based on substantiated written advice from the manager.

52. The Tribunal notes that UNHCR allows for workplace accommodation for pregnant staff members under sec. 5(b) of UNHCR/AI/2018/2. However, it does not explicitly address the Applicant's specific circumstances, i.e., a high-risk pregnancy, and travel restrictions caused by the COVID-19 pandemic not allowing her to return to her duty station immediately following the end of her two-year

SLWOP, where the public health care infrastructure had been under strain during the relevant time.

53. In this respect, the Tribunal recalls that staff regulation 6.2 provides, in its relevant part, that:

The Secretary-General shall establish a scheme of social security for the staff, including provisions for health protection, sick leave, maternity and paternity leave.

54. Therefore, the fact that there is a *lacuna* in the legal framework cannot play to the detriment of staff members. Under such circumstances, the Administration should have applied the most favourable provision available in the Staff Regulations and Rules to the Applicant's case (see, e.g., *Barbulescu* UNDT/2022/090, para. 41; Administrative Tribunal of the International Labour Organization Judgment No. 4250, *In re K.* (2020), para. 8).

55. Considering that the Applicant is a locally recruited staff member, the Tribunal is of the view that the Administration should have applied sec. 14 of UNHCR/AI/2018/2, which is the most favourable provision, *mutatis mutandis*, to the Applicant's case. Accordingly, the manager should have granted the Applicant telecommuting arrangement, to the extent possible, through accommodating the staff member with official duties.

56. Instead, the Administration gave the Applicant more difficult options such as resignation and the extension of her SLWOP until 31 December 2021. This undoubtedly constitutes discriminatory treatment towards a pregnant woman on account of sex (see, e.g., ILOAT Judgment No. 3861, *In L. G.* (No. 2) (2017), para. 7). In this respect, the Tribunal wishes to highlight that art. 1 of the United Nations Charter has established that the purpose of the United Nations is to, *inter alia*, promote and encourage "respect for human rights and for fundamental freedoms for all without distinction as to race, sex, language, or religion".

57. In light of the above, the Tribunal finds that the Administration failed to properly exercise its discretion in not granting the Applicant telecommuting arrangements for around two months. As such, the Organization failed to fulfil its duty of care towards the Applicant under staff regulation 1.2(c).

Whether the Applicant is entitled to SLWFP before maternity leave and subsequent maternity leave

58. Even assuming *arguendo* that the decision not to grant the Applicant telecommuting arrangements for around two months was lawful, the Tribunal finds that the Applicant would have been entitled to SLWFP before maternity leave and subsequent maternity leave.

*Entitlement to SLWFP*

59. The Tribunal is not persuaded by the Respondent's submission that the Applicant is not entitled to SLWFP until the start of her maternity leave. To support his submission, he specifically argues that UNHCR/AI/2018/2 did not apply to the Applicant. In his view, the Applicant failed to meet the requirement of being on "active duty" because she was unable to return to her post at the end of her SLWOP.

60. While sec. 2 of UNHCR/AI/2018/2 explicitly provides that it applies to staff members on "active duty", the Tribunal finds that in determining the Applicant's eligibility for maternity entitlements, she could not have been treated as a staff member not on active duty considering all relevant circumstances.

61. Indeed, the evidence on record shows that the Applicant's SLWOP had come to an end on 22 January 2021, and she explicitly confirmed to UNHCR her willingness to return to work via telecommuting given her high-risk pregnancy and the travel restrictions during the peak of the COVID-19 pandemic. As such, the UNHCR Medical Section recommended that the Applicant undertake telecommuting from 25 January 2021 to 17 March 2021. Nevertheless, as found in para. 57 above, the Administration unlawfully rejected the Applicant's request for telecommuting arrangements.

62. The Applicant should not be disadvantaged by the Administration's own wrongdoing. In this respect, the Tribunal recalls that "[w]hen responsibility lies with the Administration for the unlawful decision, it must take upon itself the responsibility therefor" (see *Cranfield* 2013-UNAT-367, para. 36).

63. Therefore, the Tribunal cannot but conclude that UNHCR/AI/2018/2 is applicable to the Applicant.

64. In this respect, the Tribunal notes that sec. 5(b) of UNHCR/AI/2018/2 provides for the possibility of SLWFP to complement the period of maternity leave. Moreover, as demonstrated in para. 56 above, the Administration should have applied sec. 14 of UNHCR/AI/2018/2, *mutatis mutandis*, to the Applicant's case, which requires the responsible Officer in the Field to authorize SLWFP in the absence of possible assignment via telecommuting arrangement, until the staff member starts the maternity leave.

65. The evidence on record shows that noting that the Applicant's work deliverables were not achievable through telecommuting and relying on UNHCR/AI/2018/2, the UNHCR Medical Section considered that the Applicant was entitled to SLWFP until the start of her maternity leave. Nevertheless, the Administration also rejected the Applicant's request for SLWFP.

66. The Tribunal fails to understand how a reasonable decision-maker could have ignored the Applicant's compelling personal circumstances, including the fact that she could not return to her duty station given her high-risk pregnancy and the travel restrictions caused by the COVID-19 pandemic.

67. Consequently, the Tribunal finds that the decision not to grant the Applicant's request for SLWFP until the start of her maternity leave is unlawful.

*Entitlement to maternity leave*

68. Similarly, the Tribunal finds no merit in the Respondent's submission that the Applicant is not entitled to maternity leave.

69. The Tribunal notes that staff rule 6.3, entitled “Maternity and paternity leave”, provides in its relevant part that:

(a) Subject to conditions established by the Secretary-General, a staff member shall be entitled to maternity leave for a total period of 16 weeks.

70. In this respect, the Tribunal recalls that “a staff member’s right to maternity leave during service is a fundamental human right and cannot be denied, limited, or restricted for any reason” (see *Barbulescu*, para. 41) . Thus, the UNHCR Policy on Special Leave Without Pay (SLWOP), dated 23 July 2010, (hereafter, “the 2010 Policy”) even caters for a situation where a staff becomes a mother whilst on SLWOP. Specifically, para. 14 of the 2010 Policy provides that:

For staff members who became mothers to a new born or an adopted child while on SLWOP and returned on pay status during the period when she would have normally benefited from maternity leave, the remaining period of the maternity leave will be granted with effect from the agreed date of expected return.

71. Considering that even a staff member who becomes a mother whilst on SLWOP is entitled to maternity leave upon returning to pay status, the Tribunal finds no basis for the Organization to deny or restrict the Applicant’s right to maternity leave. Indeed, had the Administration not unlawfully prevented the Applicant from returning on pay status, she would have been entitled to maternity leave.

72. Accordingly, the Tribunal finds that the contested decision is unlawful.

*Whether the Applicant is entitled to any remedies*

73. In her application, the Applicant requests the rescission of the decision to deny teleworking arrangements, that the period between 23 January 2021 and 26 March 2021 be regularized as SLWFP, and she be granted her full maternity benefits.



74. The Tribunal recalls that art. 10.5(a) of its Statute provides as follows:

As part of its judgement, the Dispute Tribunal may only order one or both of the following:

(a) Rescission of the contested administrative decision or specific performance, provided that, where the contested administrative decision concerns appointment, promotion or termination, the Dispute Tribunal shall also set an amount of compensation that the respondent may elect to pay as an alternative to the rescission of the contested administrative decision or specific performance ordered, subject to subparagraph (b) of the present paragraph[.]

75. The Tribunal further recalls that the very purpose of remedy is “to place the staff member in the same position he or she would have been in had the Organization complied with its contractual obligations” (see, e.g., *Applicant* 2015-UNAT-590, para. 61; *Warren* 2010-UNAT-059, para. 10).

76. Having found that the contested decision is unlawful, the Tribunal is of the view that there has been a miscarriage of justice in the present case. As such, the contested decision must be rescinded.

77. Turning to the Applicant requests that the period between 23 January 2021 and 26 March 2021 be regularized as SLWFP, the evidence on record shows that the Applicant would have started her maternity leave on 18 March 2021 had the Administration complied with its contractual obligations. Accordingly, the Tribunal finds no basis to regularize the period between 18 March 2021 and 26 March 2021 as SLWFP for the Applicant.

78. Nevertheless, considering the circumstances of the case, the Tribunal finds it appropriate to regularize the period between 23 January 2021 and 17 March 2021 as SLWFP for the Applicant, and to grant her full maternity benefits retroactively.

## **Conclusion**

79. In view of the foregoing, the Tribunal DECIDES that:

- a. The contested decision is rescinded;
- b. The period between 23 January 2021 and 17 March 2021 shall be regularized as SLWFP for the Applicant;
- c. The Organization shall grant the Applicant full maternity benefits retroactively;
- d. The Organization shall pay the Applicant all the benefits and entitlements related to the regularized SLWFP and subsequent maternity leave;
- e. The above-mentioned payments 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; and
- f. All other claims are rejected.

*(Signed)*

Judge Teresa Bravo

Dated this 21<sup>st</sup> day of February 2023

Entered in the Register on this 21<sup>st</sup> day of February 2023

*(Signed)*

René M. Vargas M., Registrar, Geneva