
ADMINISTRATIVE TRIBUNAL

Judgement No. 500

Case No. 516: PAPPAS

Against: The Secretary-General
of the United Nations

THE ADMINISTRATIVE TRIBUNAL OF THE UNITED NATIONS,
Composed of Mr. Roger Pinto, President; Mr. Ahmed Osman,
Vice-President; Mr. Francisco A. Forteza;

Whereas, at the request of Anna Mamalakis Pappas, a former staff member of the United Nations Institute for Training and Research, hereinafter referred to as UNITAR, the President of the Tribunal, with the agreement of the Respondent, successively extended to 1 June and 5 July 1989, the time-limit for the filing of an application to the Tribunal;

Whereas, on 5 July 1989, the Applicant filed an application, containing pleas which may be summarized as follows:

The Tribunal is requested to find that:

1. (i) The period of service from 14 February to 13 March 1983, during which the Applicant was intermittently on leave; and
(ii) The period from 1 June to 31 December 1986, when the Applicant was on leave without pay,
be made pensionable;
2. That:
 - (i) The periods of service when she was considered as working for less than half the time of full-time staff members should be considered as being at least half that time; and that
 - (ii) Other periods, which were considered as less than full time, should be treated as full-time employment.

3. That salaries, annual and sick leave benefits and medical subsidies for the additional periods listed in 1(i) and (ii) above, be paid to the Applicant.
4. That retroactive reformation attach to all relevant employment instruments relating to the Applicant, to reflect 1, 2 and 3 above, and that her entitlement to salaries and other benefits and to pension emoluments should reflect such reformation.
5. That throughout her tenure at UNITAR, the Applicant was subjected to discriminatory treatment on account of her sex and nationality and to grant appropriate relief.

Whereas the Respondent filed his answer on 26 February 1990;
Whereas the Applicant filed written observations on 30 July 1990;

Whereas, on 6 September 1990, the President of the Tribunal, pursuant to article 10 of the Rules of the Tribunal, put questions to the Respondent and on 21 September 1990, the Respondent provided answers thereto;

Whereas, on 2 October 1990, the Applicant commented on the Respondent's submission and submitted additional documents;

Whereas, on 8 October 1990, the Respondent submitted an additional statement;

Whereas the facts in the case are as follows:

The Applicant entered the service of UNITAR on 1 October 1980. She was initially offered a five-month temporary appointment from 1 October 1980 to 28 February 1981, to work one day a week, on a project entitled "Rights of the Child". The conditions of her employment were set forth in a "Letter of Award", which stated that the Applicant would receive "a remuneration at the rate of US\$500 ... per month" and would "not be entitled to any other payment or benefit". The Applicant's appointment was then extended first, for a further fixed-term period of six months, as a Research Associate, from 1 March to 31 August 1981, on the same terms and conditions, except that she was to perform work two days a week and would be

entitled to US\$1,000 per month.

The Applicant then accepted a further one year extension of her Letter of Award, from 1 August 1981 to 31 July 1982, under specified terms and conditions. She was required to work four days a week and her "sole remuneration ... [would] be a monthly payment of US\$2,000 ...". This Letter of Award provided that the Applicant would "be granted no other benefit or entitlement", but under a section on General conditions, it was specified that during the tenure of the appointment, the Applicant would "have the status of an official of the United Nations in accordance with Article 105 of the Charter of the United Nations and Article V of the UNITAR Statute" and that the general conditions of her service would be "governed by the United Nations Staff Regulations and Rules as applicable to staff specifically engaged for short-term service".

On 20 July 1982, the Applicant asked the Chief, Finance and Administration, to extend her contract for five days a week, with a corresponding increase in remuneration. She argued, in support of her request, that since October 1980, she had "worked on an average of two days per week ... without compensation".

Effective 1 August 1982, the Applicant accepted a further five-month extension of her Letter of Award, with an expiration date of 31 December 1982. The Applicant agreed to work five days a week, and she was to receive remuneration of US\$2,500 per month. The extension provided that all the terms and conditions of the Applicant's employment remained unchanged.

In a letter dated 17 December 1982, the Applicant reiterated that she "worked on an average of two days per week ... from October 1980 to July 1982 ... without remuneration", and noted that she had "not [had] one day's vacation or sick leave". She stated she had "shown willingness to volunteer [her] services, but this should not apply if there are funds available for even token remuneration".

The Applicant was subsequently offered a further extension, from 1 January to 30 June 1983, on the same terms and conditions set forth in the previous Letters of Award. On 7 January 1983, the

Applicant wrote to the Chief, Finance and Administration, asking that consideration be given to granting her "prospective annual and sick leave benefits" as well as a salary increase. She reiterated that she had worked "an accumulated total of 5 1/2 months without any remuneration" and without "one day's vacation or sick leave from October 1980 ...".

In a further communication dated 7 February 1983, the Applicant informed the Chief, Finance and Administration, that, for health reasons and to attend to personal matters, she intended to take "a leave of at least three weeks" commencing on 14 February 1983. She proposed that the appointment previously offered to her should run from 1 March 1983 through 31 August 1983, and offered to forego receiving remuneration for January and February 1983, but would "appreciate being reimbursed retroactively" for those two months in the event funds subsequently became available.

The Applicant returned to work on 14 March 1983, without accepting UNITAR's offer to extend her appointment for the period running from 1 January to 30 June 1983. On 24 March 1983, the Chief, Finance and Administration, informed the Executive Director of the Applicant's contractual situation and of the Applicant's requests for annual leave and additional remuneration. On the same date, the Chief, Finance and Administration, informed the Applicant that UNITAR would "not continue to give Letters of Award except for the extension of an already existing contract" and that he was "not sure whether it [would] be possible to add benefits...". According to the Applicant's statement to the Joint Appeals Board (JAB), "while [she] was in this contractual limbo, [she] necessarily and as a matter of urgency had to work to see the project to conclusion, and did continue to do so to everyone's full knowledge". In August 1983, the Applicant met with the Executive Director and on 21 September 1983, accepted a new Letter of Award for a fixed-term period of six months, retroactive from 1 July 1983 through 31 December 1983. The remuneration was US\$3,300 per month. The terms and conditions of the appointment were the same as those

stipulated in prior Letters of Award.

On 1 January 1984, the Applicant was offered a new appointment as a Project Officer, to manage a project on the New International Economic Order and on the Covenant on Economic, Social and Cultural Rights. The conditions of her employment were set forth in a fresh Letter of Award dated 12 January 1984, for a fixed-term period of nine months, through 30 September 1984. This Letter of Award provided for monthly payments of US\$2,500 for four days work per week. The Applicant was also eligible for annual and sick leave at the rate of two days per month, with the proviso that it "should be taken prior to the expiration date of [the] appointment". The Applicant was also eligible for a termination indemnity and to compensation in the event of death, injury or illness attributable to the performance of official duties.

In early October 1984, the UNITAR Administration offered the Applicant a new fixed-term appointment of three months, with effect from 1 October 1984, as a Project Officer/UNITAR Fellow, with remuneration of US\$4,000 per month and no other benefits. On 30 October 1984, the Applicant wrote to the Administrative Officer, asking for an extension of her prior Letter of Award, rather than accepting the new offer. She stated that her previous Letter of Award provided for the first time, for annual and sick leave entitlements that she did not wish to relinquish. The Applicant maintained her position that she would not sign the appointment until the Administration replied to her requests.

On 11 January 1985, the Applicant executed "in spite of [her] objections to it", with retroactive effect, a Letter of Award covering the period of service running from 1 October to 31 December 1984. In a covering memorandum, she reminded the Executive Director that she had "accumulated [annual] leave for the period [of] 1 January to 30 September 1984" and that the Executive Director had "orally agreed" that she was "entitled to leave for the period 1 October to 31 December 1984". The Executive Director subsequently agreed that the Applicant should be paid, in commutation of any

accumulated leave under her previous appointments, but she was to receive no annual leave under the new appointment (covering the period running from 1 October to 31 December 1984). If the Applicant required some time off, the Applicant and the Executive Director would discuss it, "as an unofficial measure". According to the Applicant's personnel file, the Applicant was eventually paid US\$1,724.10 in commutation of 15 days of her accrued annual leave "through September 1984".

The Applicant was subsequently granted a six-month fixed-term appointment as a Project Officer at the L-3, step III level, under the 200 Series of the Staff Rules, running from 1 January 1985 through 30 June 1985.

The Applicant's appointment was further extended for fixed-term periods, through 31 May 1986. Effective 1 June 1986, the Applicant was granted special leave without pay, until 31 December 1986, on which date she separated from the service of the Organization.

As regards her status in the Pension Fund, the Applicant became a participant on 1 June 1985.

On 23 December 1985, the Applicant requested the Secretary of the UNJSPF to validate her prior non-contributory service with UNITAR. Other staff similarly appointed under Letters of Award had made similar requests.

On 31 March 1986, the Executive Director wrote to the Secretary of the UNJSPF concerning claims for validation of non-contributory service with UNITAR by holders of Letters of Award, such as the Applicant. He asserted that he had found no written evidence to contradict "the mutual understanding by UNITAR Administration and the holders of LOA [Letter of Award] contracts that pension entitlement was among the excluded benefits." He noted that a legal concession by UNITAR could have serious financial consequences. He proposed that previous service under Letters of Award be validated for pension purposes for seven claimants, not including the Applicant, in respect of whom the Executive Director

stated:

"... As regards Mrs. Anna Pappas' case, we are unable to accept her claim for revalidation from October 1980 as she was only a part-time research associate from 8 October 1980 to 31 July 1982 and alternated between part-time and full time work from 1 August 1982 to 31 December 1984, with a break of service from January to June 1983."

In a reply dated 16 May 1986, the Secretary of the UNJSPF challenged the Executive Director's conclusion that "there was no doubt on both sides about the deliberate exclusion of pension benefits in the LOA [Letter of Award]". He noted that under article 21 of the Pension Fund's Regulations, in order to exclude a staff member from participation in the Pension Fund, the exclusion "must be clearly spelled out by the terms of his appointment. In other words, under the Fund's Regulations, exclusion must be explicit, and not merely implied". As regards the Applicant, he stated:

"With respect to Mrs. Pappas' case, please note that supplementary article A of the Regulations of the UNJSPF specifies that all the Regulations and Rules of the Fund including article 21 'apply equally' to the staff members who serve on part-time basis 'for at least half the time of full-time members of the staff...' Article 23 permits validation of non-contributory service that is not broken by more than one year at a time. In light of these provisions, you may wish to review Mrs. Pappas' case once again".

In a letter dated 26 January 1987, the Executive Director proposed to the Applicant to recognize contributory service during her employment with UNITAR under several Letters of Award (1 August 1981 to 31 December 1984) for 31 months of the Applicant's service.

He agreed that as during that time, the Applicant worked at least four days a week, she would be credited proportionately with part time contributory service, in accordance with Supplementary Article A of the Pension Fund's Regulations. As regards the periods during which the Applicant worked only one or two days a week and her 1 January - 30 June 1983 break in service, they would not be

credited as UNJSPF contributory service. The Executive Director, as part of his settlement, offered to retroactively amend her Letter of Award dated 1 August 1981, so that her UNJSPF participation could commence as of that date.

In a letter dated 2 March 1987, the Applicant partially accepted the Executive Director's proposal. She asserted, however, that she was entitled to full UNJSPF participation during 1 February - 31 July 1981, since she had worked full time. In a reply dated 7 May 1987, the Executive Director informed the Applicant that since she had worked only one day a week from 1 October 1980 to 28 February 1981, and only two days a week from 1 March to 31 July 1981, she was not eligible to participate in the UNJSPF under Supplementary Article A of the Pension Fund's Regulations, which require at least half-time employment for UNJSPF participation.

In a letter dated 6 July 1987, the Applicant, in accordance with staff rule 111.2(a), requested review of the administrative decision to deny her UNJSPF participation during the 1 October 1980 - 28 February 1981, 1 March - 31 July 1981 and 1 January - 30 June 1983 periods. She also claimed that she was entitled to remuneration in those periods for actual work time, plus remuneration for accrued annual leave unlawfully withheld from October 1980 to January 1985. In addition, the Applicant claimed an entitlement to a retroactive upward "adjustment" in her grade level, justified in her view, on the clear pattern of gross discrimination by UNITAR against women who were U.S. nationals.

Not having received a reply from the Secretary-General to her request for administrative review, on 22 September 1987, the Applicant lodged an appeal with the Joint Appeals Board (JAB). The Board adopted its report on 11 November 1988. Its conclusions and recommendations read as follows:

"Conclusions and recommendations

47. The Panel concludes that the professional commitment of the appellant and the extra time she expended on her projects over and above the terms and conditions of her employment

were neither unique nor unusual as numerous staff members at the Professional and higher categories routinely work or may be required to work extra time without compensation.

48. The Panel also concludes that the Organization owes the appellant an amount equal to five months net base salary at the rate of \$3,300.00 gross per month and concomitant benefits, specifically annual and sick leave entitlements, and medical and dental subsidies, as well as six months full pension entitlements for the services she rendered to the Organization during the period 1 January 1983 to 30 June 1983.
49. The Panel further concludes pursuant to articles 22(b) and 25(b)(i) of the UNJSPF Regulations that the appellant was entitled to full pension coverage for the period 1 June 1986 to 31 December 1986 when she was on leave without pay.
50. Furthermore, the Panel concludes that the appellant's pension entitlements have met the requirements for vesting under the Regulations of UNJSPF.
51. In addition, the Panel concludes that the appellant did not sustain the burden of proof required to establish that she had been subjected to discriminatory treatment based on gender or nationality.
52. Moreover, the Panel concludes that the aborted settlement agreement reached on 16 October 1988 appeared to have been equitable and to have conformed to the requirements of the Regulations and Rules of the UNJSPF and regrets that it did not come to fruition.
53. Accordingly, the Panel recommends (i) the payment to the appellant of an amount equal to five months net base salary at the rate of \$3,300.00 gross per month, plus payment for annual and sick leave entitlements, and medical and dental subsidies for the period 1 January 1983 to 30 June 1983; (ii) the recognition of six months full pension entitlements for the appellant for the period 1 January 1983 to 30 June 1983; (iii) the recognition of seven months full pension entitlements for the appellant for the period 1 June 1986 to 31 December 1986 when she was on leave without pay; and (iv) recognition that the appellant's full pension entitlements cover in total a period of five years and one month, which meets the requirements for vesting her pension entitlements.
54. The Panel makes no further recommendation in support of the appeal."

On 23 January 1989, the Under-Secretary-General for Administration and Management, transmitted to the Applicant a copy of the JAB report and advised her that:

"The Secretary-General, having re-examined your case in the light of the Board's report, has decided, in final settlement of your case, to pay you an amount equal to five months' salary at the rate of \$3,300.00 gross per month for the period 1 January 1983 to 13 February 1983 and 14 March 1983 to 30 June 1983, in recognition of the work you performed for UNITAR during such period. However, no other benefits or entitlements can be granted to you in addition to your remuneration, since UNITAR did not agree to such payments for the above period and also excluded any other benefits or entitlements for your service prior and subsequent to that period.

The Secretary-General has also decided, to grant you the pension emoluments due to a staff member for the period in question, excluding the one-month period when you were on leave without pay, since you did not pay the full contributions due to the Pension Fund concurrently with such leave as required by the United Nations Joint Staff Pension Fund Regulations. Likewise, the period 1 June 1986 to 31 December 1986, when you were also on leave without pay and failed to make the necessary concurrent contributions, remains non-contributory and therefore non-pensionable. Consequently, you do not meet the requirements for vesting your pension entitlements since your legitimate pension entitlements cover less than a five-year period."

On 5 July 1989, the Applicant filed with the Tribunal the application referred to earlier.

Whereas the Applicant's principal contentions are:

1. The Applicant's terms of appointment during several periods between 1 October 1980 and 31 December 1986, did not accurately reflect the services she performed and the remuneration, fringe benefits and pension entitlements arising therefrom.
2. The above discrepancy was due to a policy of discrimination against her based on sex and nationality.

Whereas the Respondent's principal contentions are:

1. The Applicant's claim to retroactive payment of salary and certain allowances and benefits is time-barred under staff rule 103.15.

2. The Respondent is not legally obligated to compensate the Applicant other than as provided under the terms and conditions of her contracts of employment.

3. The Applicant has been credited with contributory service in the UNJSPF in accordance with the terms and conditions of her employment contracts and the Regulations of the UNJSPF.

4. The Applicant has not discharged the burden of proof to show that the Respondent treated her in a discriminatory fashion.

The Tribunal, having deliberated from 15 October to 9 November 1990, now pronounces the following judgement:

I. In this case, the Applicant alleges that during the period of her employment with UNITAR, the Administration denied her the benefits to which she was entitled by virtue of the services she had rendered. She further claims that such denial of her rights was on account of discrimination based on her sex and/or her nationality.

II. Before entering into the merits of the case, the Tribunal will dispose of preliminary issues.

III. In his answer, the Respondent contends that, claims by the Applicant for retroactive payment of salary and certain allowances and benefits due to her are time-barred, under staff rule 103.15. In support of his contention, the Respondent refers to Judgement No. 392, Joiner (1987). The Tribunal does not find it necessary to address the Respondent's argument based on the Joiner case.

IV. However, the Tribunal notes that following the proceedings before the Joint Appeals Board (JAB), the Respondent waived any recourse to time-limits. In his letter dated 23 January 1989, the

Respondent, after referring to the JAB report on her case, informed the Applicant that he had decided to pay her an amount "of US\$3,300 ... per month for the period 1 January 1983 to 13 February 1983 and 14 March 1983 to 30 June 1983, in recognition of the work [she] performed for UNITAR during such period".

As this payment relates to a period for which a claim to salary would have been, under the Respondent's theory, time-barred under staff rule 103.15, the Respondent is estopped from invoking that rule in his answer before the Tribunal.

V. The Tribunal will now turn to the substance of the Applicant's claims:

(i) The first claim relates to prospective entitlements due to the Applicant from the U.N. Joint Staff Pension Fund (UNJSPF). She claims she was denied these entitlements on account of UNITAR's failure to ensure that all periods of service during which she was entitled to accrue contributory service in the Pension Fund, were in fact credited to her. As a result, at the time of her separation from service, she had not completed the five year period of contributory service required for entitlement to a pension;

(ii) The second claim relates to inadequate remuneration and to the denial of fringe benefits in respect of work she actually performed, resulting from either not being given any contract for certain periods when she performed work, or from her performing more work than was called for in the contract. The fringe benefits to which she claims she was entitled are annual leave, sick leave and health insurance coverage.

VI. The Tribunal notes that while the claims under (i) and (ii) in paragraph V above are, to some extent, interdependent, they must be considered separately because of the differences in procedure which apply to their resolution. While the JAB is the appropriate body to deal with claims under (ii), it was competent to deal with those under (i), only to the extent that they involved a

determination of whether the Respondent had fulfilled his obligations to arrange for the Applicant's participation in the Pension Fund during all the periods when she was entitled thereto.

VII. The JAB had no competence to deal with whether the Applicant was entitled to any of the rights resulting from the participation in the Pension Fund which she claims she was denied. These rights are determined by the Regulations of the UNJSPF, and consequently, the only organs competent to deal with them are the organs of the Pension Fund. The Tribunal will not consider any claims involving such rights unless and until they have first been considered by the United Nations Joint Staff Pension Board.

VIII. In particular, the JAB did not have jurisdiction to consider the Applicant's claims relating to the recognition of a period of leave without pay from 1 June 1986 to 31 December 1986, as contributory service, under the UNJSPF Regulations and Rules.

IX. The Tribunal therefore finds that the conclusion reached by the JAB that "the appellant's pension entitlements have met the requirements for vesting under the Regulations of the UNJSPF" were outside the sphere of its competence.

X. According to information provided to the Tribunal by the Respondent, on 21 September and 8 October 1990, the Respondent acknowledges, and the Applicant agrees, that the Applicant was a participant in the Pension Fund from 1 August 1981 through 31 December 1982, and from 1 July 1983 through 31 May 1986. The Applicant commenced her employment with UNITAR on 1 October 1980. According to the Applicant's Letters of Award, she was working from 1 October 1980 to 28 February 1981, one day a week in consideration for US\$500 a month and from 1 March to 31 August 1981, two days a week in consideration for US\$1,000 a month. During the period from 14 February to 13 March 1983 and from 1 June to 31 December 1986,

the Applicant was on special leave without pay.

XI. The Applicant claims the following:

(a) During the period 1 October 1980 to 31 July 1981, when she was deemed not to qualify for participation, under Supplementary Article A of the Pension Fund Regulations, because her employment was for less than half the time of full time members of the staff, she did in fact perform enough work to qualify for participation and therefore this period should be treated as contributory;

(b) The periods 1 August 1981 to 31 July 1982 and 1 August 1982 to 31 December 1982, which though credited as contributory service, should have been credited as full-time service, instead of being considered under the Pension Fund Regulations as part time service, with the entitlements derived therefrom reduced in the ratio that employment bore to full-time employment, as provided in Supplementary Article A of the Regulations of the Fund; and that

(c) The periods 14 February to 13 March 1983 and from on or about 1 June to 31 December 1986, when the Applicant was on leave without pay, should be pensionable.

XII. The Tribunal finds that, under the terms of the Applicant's employment, the periods under (a) and (b) of the preceding paragraph were correctly treated by the Respondent and the Pension Fund for pension purposes. No change could be made unless the request by the Applicant "that retroactive reformation attach to all relevant employment instruments ... relating to the Applicant" were granted by the Tribunal. However, the Tribunal finds no reason to do so.

XIII. A contractual relationship between the Applicant and UNITAR existed in the period of 1 October 1980 to 31 December 1986. During that period the status of the Applicant was that of a staff member, either in full or part-time employment, including two periods of leave without pay. Her entitlements from the Pension Fund were determined by that status.

XIV. With regard to the periods of leave without pay, under paragraph XI(a) above, the provisions of the Pension Fund Regulations require that, for leave without pay to be considered contributory service, contributions to the Pension Fund must be paid concurrently therewith. The periods in question cannot be so counted, since no such contributions were paid.

XV. The Tribunal notes, in this connection, that this case may be distinguished from Isaacs (Judgement No. 423 (1988)). In Isaacs, the Tribunal was asked to examine whether the contractual provisions in the Applicant's letters of appointment conformed with UNITAR's obligations towards her, with regard to her status in the Pension Fund. In the case under consideration, the Tribunal is being asked by the Applicant to retroactively alter the terms of her appointment in order to make them conform to the requirements for accumulating contributory service under the Regulations of the Pension Fund.

XVI. The Applicant contends that the terms of her part-time employment did not accurately reflect the actual work she performed and should therefore be rewritten to conform thereto, with the resulting consequence, inter alia, that the entire period during which she held contracts for part-time employment would count as contributory service for pension purposes on the basis of full-time employment.

XVII. This claim must fail as far as pension entitlements are concerned, as under the Regulations of the Pension Fund, these are determined not by the amount of work accomplished, but by whether employment is either full-time or part-time, the latter being defined as employment for at least half the time of full-time staff members (Supplementary Article A).

XVIII. As the Applicant has been credited, for pension purposes,

with all the service that corresponds to the definition in Article 1(u) and in Supplementary Article A of the Pension Fund Regulations, no adjustment has to be made. Should she again qualify in the future for participation in the Fund, and be entitled to restore prior service, it is that service which she could restore.

XIX. The Tribunal now turns to the Applicant's pleas regarding certain fringe benefits. The Tribunal notes that her claim to leave entitlements was considered by the JAB which noted that she had been paid the sum of US\$1,724.10 for accumulated annual leave under the appointments previous to the one granted from 1 October to 31 December 1984.

XX. However, with regard to subsequent periods of employment, the Applicant is entitled to compensation for accumulated annual leave.

XXI. The Tribunal will make no award with regard to sick leave, as the Staff Regulations and Rules do not provide for payment in respect of unused sick leave. The Applicant does not allege that she was denied sick leave during employment.

XXII. As regards claims to subsidies for medical and dental insurance, the Tribunal is unable to entertain them. There is no evidence that the Applicant asked for coverage under the U.N. schemes and that she was denied the coverage thereunder, which is granted to other staff members requesting it.

XXIII. Finally, with regard to the general allegation that her treatment was due to discrimination directed against her, the Tribunal finds no evidence to support it. The Applicant might have merited employment at a higher grade with higher pay, but she consented to the terms offered to her. The Applicant may regret having demonstrated a willingness to work hard, even beyond the call

of duty, on the projects on which she was engaged, and to which she was dedicated. The Tribunal concurs with the JAB's conclusion that as a professional staff member she could be required "to work extra time without compensation".

XXIV. For the foregoing reasons, the Tribunal finds:

(a) That the Applicant is entitled to compensation for unused leave under her contracts of employment subsequent to 30 September 1984, in respect of periods for which she was remunerated, either during her employment, or subsequently, by the Secretary-General's action on the recommendations of the JAB;

(b) All other claims are rejected.

(Signatures)

Roger PINTO
President

Ahmed OSMAN
Vice-President

Francisco A. FORTEZA
Member

New York, 9 November 1990

R. Maria VICIEN-MILBURN
Executive Secretary