



**World Bank Administrative Tribunal**

**2015**

**Decision No. 515**

**CV,  
Applicant**

**v.**

**International Bank for Reconstruction and Development,  
Respondent**

**World Bank Administrative Tribunal  
Office of the Executive Secretary**

**CV,  
Applicant**

**v.**

**International Bank for Reconstruction and Development,  
Respondent**

1. This judgment is rendered by the Tribunal in plenary session, with the participation of Judges Stephen M. Schwebel (President), Mónica Pinto (Vice-President), Ahmed El-Kosheri, Andrew Burgess, Abdul G. Koroma, Mahnoush H. Arsanjani, and Marielle Cohen-Branche.
2. The Application was received on 11 August 2014. The Applicant was represented by Marie Chopra of James & Hoffman, P.C. The Bank was represented by David R. Rivero, Director (Institutional Administration), Legal Vice Presidency. The World Bank Group Staff Association (SA) submitted an Amicus Curiae Brief to the Tribunal on 8 January 2015. The Applicant's request for anonymity was granted on 13 November 2015.
3. The Applicant is challenging the Bank's decision not to compensate him for 32.5 days of consulting work that he maintains he performed.

**FACTUAL BACKGROUND**

4. The Applicant has worked at the Bank since 1996. From 1996 to 2002, he was a Long Term Consultant, but from 2002 to the present, he has had multiple Short-Term Consultant (STC) contracts in all of the Bank's Regions. At the Bank, he has worked on macroeconomic modeling and statistics, especially in the development of a minimum standards model (Revised Minimum Standards Model-Extended) (RMSM-X) that country management units have used for economic and sector work.
5. In March 2011, the Applicant helped the Bank conduct a workshop for the Islamic Development Bank (IsDB or IDB) in Jeddah, Saudi Arabia, where IsDB is based, on

RMSM-X macroeconomic modeling. After the workshop, IsDB requested the Bank to provide more hands-on training to develop RMSM-X models for a set of pilot countries. The Bank and IsDB decided in October 2011 to focus on three pilot countries for the macroeconomic modeling assignment: Morocco, Uzbekistan, and Nigeria. The Bank prepared a budget for each pilot, allocating a specific number of days for each of the two consultants who would work on the assignments for each country, including undertaking three missions to the pilot countries and IsDB Headquarters in Jeddah to provide hands-on technical support. The budget allocated 38 days for the Applicant's work on each of the three countries. Based on the budget discussions and estimates, the Bank and IsDB entered into a Reimbursable Agreement for Advisory Services concerning "Technical Assistance in Conducting a Country Economic Modeling (CEM) Exercise." Under the Agreement, IsDB agreed to pay \$359,305 to the Bank, which was also based on the budget that the Bank had prepared for the work each consultant would perform per country.

6. On 14 October 2011, the Applicant was given a Letter of Appointment (LOA) for 65 days of work from 18 October 2011 to 30 June 2012 at a net fee of \$710 per day to assist IsDB in producing macroeconomic models for Morocco, Uzbekistan, and Nigeria. The "Roles and Deliverables" under the Terms of Reference (TOR) stated:

The consultant will provide training and hands-on support to the IDB for country economic modeling. He will participate and share inputs with the Bank and IDB teams in this process. He will work with IDB staff to produce three country economic macromodels and provide support to preparation of related documentation as needed.

7. The Applicant traveled twice to Jeddah and once to Rabat, Morocco, in October 2011 in order to train the IsDB country management teams to develop the models. By mid-February 2012, the modeling work on Morocco was largely completed.

*The Applicant's work on Uzbekistan*

8. The Applicant was also expected to assist the IsDB team in producing models for Uzbekistan and Nigeria. For the duration of the Uzbekistan part of the project, Mr. X, then

the Senior Operations Officer, Middle East and North Africa Region, Strategic Cooperation Department (MNCSC) became the Task Team Leader (TTL) for the Applicant.

9. It became apparent from the start that the Uzbekistan IsDB team might have preferred to expand the terms of the assignment to include additional items to which IsDB and the Bank had not previously agreed. However, notwithstanding the preferences of the Uzbekistan team, Mr. X was firm that the only work that he would authorize his consultants to perform was what had been previously agreed with IsDB and that nothing beyond the initial budget would be included. The Bank points out that the Applicant knew that his management was unwilling to expand the TOR with IsDB as he had been copied on the exchanges between Mr. X and the IsDB team.

10. From 30 March to 6 April 2012, the Applicant traveled on a mission to Jeddah to train the IsDB team that was working on the Uzbekistan part of the project.

11. By memorandum dated 4 May 2012, four days before the Applicant was scheduled to leave on his first mission to Uzbekistan, Mr. X sent him the TOR detailing the specific activities and tasks that he and another consultant were expected to complete during their mission. The memorandum stated, in this respect, that the consultants, including the Applicant, were expected, *inter alia*, to: “Assist IsDB team in collecting relevant Macroeconomic data and highlight data gaps,” as well as “[a]ssist the IsDB team in developing a preliminary Macroeconomic consistency framework based on available data.” The memorandum added: “When in doubt about ad hoc requests formulated on the spot, check with the Task-Manager.” The memorandum clarified the extent of the work to be performed in Uzbekistan. From 8 to 17 May 2012, the Applicant went on his first mission to Tashkent, Uzbekistan.

12. Since the Applicant’s first LOA was set to expire on 30 June 2012 at the end of the 2012 Fiscal Year, in May 2012, the Applicant requested 105 days for Fiscal Year 2013 for the macroeconomic modeling exercise for Uzbekistan and Nigeria from Mr. X. The Bank

claims that it considered the number of days that the Applicant requested excessive, especially taking into account the budget that the Bank had prepared for each country project, which allocated 38 days per country to the Applicant. The Bank also alleges that by this time, Mr. X had received complaints from IsDB about the Applicant's behavior. In light of these considerations, the Bank claims, Mr. X decided to give the Applicant the minimum number of days to finish the work on the Uzbekistan project.

*The July to September 2012 STC contract*

13. On 25 June 2012, Mr. Y, the Director of MNCSC, approved an extension of the Applicant's contract so as to enable him to complete the work he was doing in Uzbekistan. On 28 June 2012, the Applicant received an LOA giving him an STC appointment for three weeks (15 working days) from 2 July to 15 September 2012 at a fee of \$723 net of taxes per day. According to the Bank, the Applicant received his TOR on 27 June 2012. The Applicant claims that he did not receive his TOR on this date or any time in the future. Rather, he points out, the LOA said that Mr. X would determine his TOR. According to the Applicant, his TOR was eventually uploaded into the Systems, Applications, and Products in Data Processing (SAP) system, but he states that he does not know exactly when, as there is no date on the document. Additionally, the Applicant alleges that the LOA did not indicate that he would have to travel during the time period for which he was hired. The Applicant also claims that because he did not receive his TOR, he had to work without guidance on the development of the model for Uzbekistan and had to liaise with IsDB to find acceptable data for Uzbekistan, which was a task that proved difficult and time-consuming because of problems with collecting and obtaining data in Uzbekistan. The TOR included the following description: "The Task consists of assisting the IsDB Team with hands-on training to produce a RMSM-X Model for Uzbekistan and to advise the team on the presentation of the Model Output and Implications."

14. On 10 July 2012, Mr. X informed the Applicant that he would have to travel to Jeddah in August 2012 to "help the IsDB Team finalize the work on the Model with some hands-holding and additional guidance as needed." Mr. X requested that the Applicant

produce a preliminary model output of a first run of the model for the IsDB team before the mission. On 16 July 2012, the Applicant shared the preliminary output with Mr. X and the Uzbekistan IsDB team. He claims that he spent 12 days producing this preliminary output, in addition to 8.5 days that he spent liaising with the IsDB team on the data to be used in the Uzbekistan model in July 2012 for a total of 20.5 days.

15. The mission to Jeddah lasted from 4 August to 15 August 2012. On 20 August 2012, the Applicant sent Mr. X a Back to Office Report, in which he summarized the work he did in Jeddah. In the report, the Applicant listed certain “scenarios” that were constructed, such as a “government intervention” scenario and the “baseline” scenario. The Applicant also discussed the work the IsDB team needed to conduct in the future in examining the two scenarios worked out so far, as well as in exploring other scenarios that were required to be worked out. In this regard, the Applicant stated in the report: “A brief write up of all the scenarios should be prepared immediately for the consideration of the modeling team and also eventually by the broader IsDB team. It is also intended to finalize other written materials on the model, including some technical annexes.”

16. The Applicant claims that he spent 12 days in September 2012 working on the technical annexes that IsDB requested. The Applicant claims to have spent a total of 47.5 days under the 15-day contract for which he was hired. He says that he did not ask Mr. X to amend his contract to cover the additional time because Mr. X was on leave, and the Applicant did not think that he should disturb him.

17. Subsequently, the Applicant was hired under another STC contract for 15 days, lasting from 1 September to 30 November 2012, at a net fee of \$723 per day. The Bank paid him for this 15-day contract. The TOR for this contract stated that the Applicant’s tasks were to finalize two more scenarios, incorporate employment effects in scenarios, prepare a write-up including a technical note and evaluation of scenarios, and prepare the IsDB team to present the report and discuss it with the Uzbekistan Government. On 10 September 2012, Mr. Z from IsDB sent an email to Mr. X to request that the Applicant’s contract be extended for over 10 days, so that the Applicant could, *inter alia*, help IsDB

finalize two scenarios. Mr. X responded on the same day and said that the Applicant only had 13 days left under the initial budget that allocated him 38 days to perform the work on the Uzbekistan project. Thus, he pointed out, extending the Applicant's contract beyond 10 days "would probably end up taking us beyond the budget of the initial plan." On 11 September 2012, Mr. X clarified to the Applicant that he would not be given a contract extension beyond the 15-day extension under the 1 September to 30 November STC contract.

*The Applicant's requests for payment*

18. On 14 September 2012, the Applicant submitted his first payment request for 15 days of work. The Bank paid him for this payment request. However, the Applicant claims that 32.5 days of work under the contract was not paid by the Bank. On 14 September 2012, after being asked to clarify his payment request, the Applicant told Mr. X that his request covered 12 days for the mission in August 2012 in addition to 3 days after the mission of mission-related logistics. He added that he could not find a way to account for the work he did in July 2012 on generating the preliminary model output under the 15-day contract he was working under at the time. Mr. X responded on the same day and told the Applicant that he could not claim payment for "work that ha[d] not been agreed in advance." He added that the Applicant would be paid for 15 days to account for the work he did during and after the mission, but that "anything else should have required [Mr. X's] prior approval before doing it."

19. On 2 October 2012, Mr. X told the Applicant that he needed to inform Mr. X whenever the client (IsDB) requested him to perform additional work, and that the Applicant and Mr. X needed to agree on the time that the Applicant would spend on work before he could be authorized to perform it. In response, the Applicant indicated that the 15-day contract extension he had received for the period 1 September to 30 November would not be sufficient to complete the required work and asked for direction on what he needed to do.

20. On 17 November 2012, the Applicant asked Mr. Y for payment for two weeks (10 days) of work, as part of his July to September 2012 STC contract. He claims that he only requested 10 days, rather than the 32.5 additional days he claimed to have worked, because at the time of the payment request, he was trying to convince Mr. Y to reverse his decision not to select him for the Nigeria part of the IsDB project and thus did not want to alienate Mr. Y by asking payment for the full 32.5 days. Mr. Y responded to the Applicant on 23 November 2012 but did not address his payment request in the response. On 27 November 2012, Mr. X told Mr. Y, among other things, that the Applicant should not try to claim payment for additional days because that appeared as overcharging the Bank and the client.

21. Subsequently, Mr. X asked the then Senior Resource Management Officer in the Middle East and North Africa Region, Mr. AB, for his advice on the Applicant's requests for compensation. In his response, dated 8 February 2013, Mr. AB said:

[A]ny deviations from the original contract must always be discussed with the TTL. The Consultant can not come to claim after the fact that s/he worked more days than originally agreed and expect to be paid. The TTL has the right to refuse and I'm not sure that the consultant will have any recourse.

However, if the consultant made the mistake in good faith, and if the works were done to the TTL satisfaction, there are no reasons why the contract could not be amended and the additional days added and the consultant paid. The trail should be kept properly, through emails and notes in the SAP contract.

So you have both options.

22. On 5 March 2013, the Applicant met with Mr. X and Mr. Y and showed them a chart that he had prepared displaying the additional 32.5 days of work he allegedly performed on the Uzbekistan project. The Bank claims that the chart showed that the Applicant requested payment for 20.5 additional days, not 32.5. Because Mr. X and Mr. Y considered this chart unclear, the Applicant eventually produced a detailed written request for the claimed payments and a new chart that listed the number of days he was requesting payment for, as well as the tasks he performed during those days. According to the Applicant, this chart showed that he requested payment for 20.5 days in July 2012, when



he produced the preliminary model output for Uzbekistan, and 12 days in September 2012, when he prepared technical annexes for the IsDB team, for a total of 32.5 days. The Applicant claims that the 15 days that the Bank paid him were for his actual mission to Jeddah, as well as 3 days of work directly relating to the mission.

23. On 5 November 2013, the Applicant filed a Request for Review with Peer Review Services (PRS). On 10 March 2014, the PRS Panel released its Report, in which it found that

the Bank acted consistently with [the Applicant's] former contract of employment and terms of appointment in making the decision not to pay him for his alleged additional work on the project. Specifically, the Panel determined that the Bank made the decision on a reasonable and observable basis and that the Bank followed the applicable procedures.

24. The PRS Panel recommended that the Applicant's requests for relief be denied. On 13 March 2014, the Bank accepted the Panel's recommendation.

25. In his Application filed with the Tribunal on 11 August 2014 the Applicant requests: (i) as compensation, payment for 32.5 days of unpaid work at the daily rate of \$723, for a total of \$23,497.50; (ii) "[s]uch additional payment as the Tribunal deems just for the stress caused by management's intractable and unjust treatment of [the Applicant]"; and (iii) attorney's fees and costs in an amount of \$13,324.06.

## SUMMARY OF THE CONTENTIONS OF THE PARTIES

### *The Applicant's Main Contentions*

26. The Applicant claims that he is entitled to payment from the Bank for 32.5 days of work under the July to September 2012 STC contract. The Applicant argues that the Bank abused its discretion and denied him fair treatment because he was not given written terms of reference or clear guidance, and the Bank refused to pay him for the work he was asked to perform even though the Bank later used the product of his work to its own benefit.

27. The Applicant maintains that it is not sufficient for the Bank to claim that he, as an experienced consultant who had worked on similar projects in the past, should have been aware of what was required. He states that he certainly was not aware at the time he was hired that, in addition to laying the groundwork for the Uzbekistan macroeconomic model, he would have to travel to Jeddah for 12 days and would have to produce a draft model himself. Nor, he states, could he have foretold that the mission itself would create additional work, with IsDB expecting certain technical annexes to be added to the model. He states that he could not have predicted at the time he began his STC contract that he would have such difficulty obtaining data and liaising with the IsDB team on the subject, which required more work days than originally anticipated.

28. The Applicant states that he was brought in to work on the preparation of a model which he did professionally and – despite problems with data collection – successfully. Then, in mid-stream, he alleges, he was ordered to take on substantial additional work. Not surprisingly, he claims, he assumed that the Bank would pay him for these additional responsibilities.

#### *The Bank's Main Contentions*

29. The Bank claims that the amount of compensation that the Applicant was entitled to was a matter of contract, and the Applicant would have had to agree in advance with the Bank to be entitled to compensation for additional work performed. The Bank contends that the Applicant should have asked his manager to authorize additional work before he performed it, instead of performing the work and expecting payment after the fact. The Bank argues that the Applicant was provided clear guidance on the work that was expected from him not only through his TOR of 28 June 2012 but also through earlier TOR in October 2011 and March and May 2012. In this regard, the Bank contends that the memorandum Mr. X sent the Applicant on 4 May 2012 provided clear expectations to the Applicant, and the TOR of 28 June 2012 stated that the Applicant would provide “hands-on training” to the IsDB team, indicating that the Applicant would be expected to travel to Jeddah. Additionally, the Bank contends that the Applicant was told he would be traveling

to Jeddah in July 2012, and he did not raise any issues at that time that the mission was beyond what he was expected to do. The Bank also argues that it was not unjustly enriched by the work that the Applicant performed because IsDB did not pay the Bank additional money for the work product that the Applicant produced.

*The World Bank Group Staff Association's Amicus Curiae*

30. The SA argues that, "it is a core principle that Bank staff get paid in full for the work they do for the Bank, and that this includes STCs." Additionally, the SA refers to the email that Mr. AB, now the Chair of the Staff Association, sent to Mr. X in February 2013. The SA argues that here the Applicant performed work that the Bank requested and used, and the Applicant is entitled to payment for the time he worked. The SA states: "Failure to do so violates the most basic Principles of Staff Employment."

*The Bank's Response to the World Bank Group Staff Association's Amicus Curiae*

31. In response to the Staff Association's Amicus Curiae Brief, the Bank argues that if the Staff Association's argument that STCs should be paid for the work they do, regardless of what is stipulated in their contracts, is upheld, this "would wreak havoc in the business units' budgets throughout the World Bank." The Bank argues that according to the LOA of STCs, the Bank has the discretion to extend the appointment or offer a new appointment if that is "agreed to in writing at the time of the expiration of the appointment." The Bank argues that it did not agree in advance to extend the Applicant's contracts to cover the additional work he performed. Furthermore, in reference to Mr. AB's email, the Bank contends, among other things, that a contract can be amended after the fact if the Applicant made a good faith mistake, but here, there was no evidence that the Applicant made a good faith mistake. Therefore, the Bank argues that it was not obligated to amend the Applicant's contract after the fact to account for the work he performed.

## THE TRIBUNAL'S ANALYSIS AND CONCLUSIONS

*Terms of Reference*

32. The Applicant claims that he was not given his TOR for his July to September 2012 STC contract and that the TOR did not include a mission to Jeddah and the production of a model. He also claims that his terms of reference were changed while the contract was ongoing to include 15 additional days of work without any change in his STC contract. He argues that because he was not provided clear terms of reference, he could not have anticipated that the 12-day mission to Jeddah was part of his STC contract, and he could not have told Mr. X that the mission itself would use up almost all of the 15 days he was allocated under his STC contract. The Applicant contends that his TOR was uploaded into the system on a date that was unknown to him, and the document itself is undated. He claims not to have seen his TOR until the PRS process. The Applicant also argues that even if he had seen the TOR, it was not clear enough to have indicated that a mission would be involved during the Applicant's appointment.

33. The Bank contends that the Applicant was "given a clear work program and issued clear instructions which would have reasonably informed Applicant of what was expected of him." The Bank claims that Mr. X shared the TOR with the Applicant on 27 June 2012, and then the TOR was entered into the Human Resources system. The Bank contends that even if Mr. X had not shared the TOR with the Applicant, the Applicant should have followed up with Mr. X to obtain it. Additionally, the Bank argues that the TOR for the July to September STC contract supplemented other TORs that Mr. X shared with the Applicant in March and May 2012, both of which laid out the work that the Bank expected the Applicant to perform for the Uzbekistan model and supplemented the LOA and TOR that the Applicant received in October 2011 for the broader IsDB project that the Applicant was involved in. Moreover, the Bank argues that the TOR called for "hands-on training," which indicated that a mission would be expected. According to the Bank, in any case, the Applicant was given notice of the August 2012 mission in July 2012 and should have been able to raise an issue that the mission may have been outside his TOR with Mr. X at that time.

34. The Tribunal addressed the need for staff members to have clear terms of reference in *Visser*, Decision No. 217 [2000], para. 47, in which the Tribunal stated:

The fact that the Applicant had no written terms of reference or instructions for his assignment... was an omission which the Tribunal considers may have contributed to misunderstandings in the first instance; he was entitled to have a clear work program.

35. Additionally, in para. 54 in *Visser*, the Tribunal stated:

The Tribunal considers that the Applicant should have been given a clear understanding of his role and appropriate guidance. (*Barnes*, Decision No. 176 [1997], paras. 18, 20 and 29; Principles 2.1(d) and 5.1 of the Principles of Staff Employment.)... On the other hand, he had been brought in at a senior level, he had considerable experience and was in regular contact with his supervisors, at least in the early stages. It was not unreasonable to expect him to be self-starting.

36. Therefore, while the Tribunal emphasized the importance of staff members being provided clear terms of reference and guidance from the Bank, the Tribunal also stated that certain staff members, particularly those with seniority, experience, and “regular contact with... supervisors,” are expected to take the initiative and request clarification and guidance from their supervisors, if necessary.

37. The TOR for the STC contract from 2 July to 15 September stated regarding the responsibilities and roles to be undertaken that:

The Task consists of assisting the IsDB Team with hands-on training to produce the RMSM-X Model for Uzbekistan and to advise the team on the presentation of the Model Output and Implications.

38. It is clear therefore that advice and work on the Model Output and its implications as well as “hands-on training,” which would suggest the undertaking of a mission, were part of the duties expected of the Applicant during this STC contract. However, there is a dispute between the parties as to whether the Applicant received the July to September TOR on 27 June 2012, as opposed to during the PRS process. The Tribunal finds, in this respect, that even if it were to accept that the Applicant first saw his TOR during the PRS

process, the Applicant should have been aware of what his managers expected of him, based on the other guidance he received.

39. First, the Tribunal notes that the Applicant's LOA for the STC contract of July to September was not the first LOA signed between the Applicant and the Bank nor was the TOR at issue the Applicant's first TOR that was related either to the broader IsDB project or specifically the Uzbekistan model. These were issued in order for the Applicant to continue the work for which he had been contracted under the 14 October 2011 LOA and TOR, and they supplemented and built upon detailed previous TORs of March and May 2012 regarding the work in Uzbekistan. In particular, the 4 May 2012 memorandum that Mr. X sent to the Applicant with the subject "IsDB Country Economic Modeling Work (P129211): TORs for Pilot II – Uzbekistan Macroeconomic Modeling (RMSM-X)" detailed the work that he was expected to do during his mission to Uzbekistan. The memorandum stated that the Bank had agreed to provide IsDB technical assistance during "a series of training workshop and hand-holding exercises."

40. In addition to this guidance, the mission to Jeddah was consistent with the travel pattern that the Applicant undertook while working on the Morocco model (two trips to Jeddah and one trip to the pilot country) so it could not have been surprising for the Applicant. Indeed, the Applicant's experience during the Morocco modeling exercise, in which he traveled to Jeddah twice and to Morocco once, was a sufficient indication that he would have a similar travel schedule for the Uzbekistan model as well. Furthermore, the initial agreement of the Bank with IsDB contemplated that the Applicant would undertake three missions per country. For the Uzbekistan model, the Applicant traveled to Jeddah and Uzbekistan in March and May 2012, respectively and therefore, the Applicant should have known that there was one mission to Jeddah or Uzbekistan remaining on the Uzbekistan project.

41. Second, the Applicant was a seasoned professional with several years of experience at the Bank, specifically as an STC. The Applicant had received numerous LOAs throughout his career. In fact, the LOA that he received for the July to September 2012

STC contract contained a clause that stated that the staff member might have to travel for that particular assignment, and, in any event, as a professional with several years of experience, he knew that travel was a possibility during short-term projects. Furthermore, the LOA stated that Mr. X would be responsible for determining the Applicant's TOR. Even if the Applicant did not receive his TOR with the LOA, as a seasoned professional, he should have followed up with Mr. X to obtain it. There is no evidence that the Applicant followed up with Mr. X to obtain his TOR. Accordingly, he cannot now claim that written terms of reference were not provided to him. In the language used by the Tribunal in *Visser*, para. 54: "It was not unreasonable to expect [the Applicant] to be self-starting."

42. Third, Mr. X notified the Applicant on 10 July 2012 that he would be traveling on a mission to Jeddah and that there was preparatory work to do before the trip. The Applicant claims to have spent 20.5 days on pre-mission work, including liaising with IsDB and producing the preliminary model output. The Applicant did not state at the time that preparing the preliminary model output would have been outside his TOR. In this respect, the Tribunal notes that the Applicant's claim that he was unexpectedly required to prepare the preliminary model output before his travel is unavailing because, as the Bank correctly points out, the Applicant should have reasonably expected to produce the model that was to be used in training during the mission prior to the actual training.

43. Furthermore, whether or not the Applicant had received clear terms of reference at the beginning of this STC contract, he should have known on 10 July 2012 that a 12-day mission would almost exhaust the time period of 15 days for which he was hired. However, there is no evidence that the Applicant notified Mr. X, as he would have been reasonably expected to do, that the mission would fall outside what he considered his terms of reference either at the time he found out about the mission or after he had already spent 20.5 days on pre-mission work.

44. The Tribunal agrees with the PRS Panel that "it is the responsibility of the STCs to manage their time and inform management if they have used all of the allocated days under the contract before agreeing to perform additional work."

45. Based on the above, the Tribunal finds that the Applicant had been provided with sufficient guidance to have known the duties included under his TOR and particularly that a mission might be included in his July to September STC contract.

#### *Compensation*

46. The Applicant claims that he performed 32.5 days of work under the July to September 2012 STC contract for which he has not been paid. Specifically, the Applicant claims that he spent 8.5 days in July 2012 liaising with IsDB on the data needed for the Uzbekistan model and an additional 12 days producing the preliminary output of a first run of the model that Mr. X asked him to produce. In addition to these 20.5 days, the Applicant alleges that he spent 12 days in September 2012 after the mission to Jeddah in August 2012 producing technical annexes and working on two scenarios for IsDB. The Applicant argues that he deserves compensation for these additional days he worked because Staff Principles 2.1(c) and 6.2 require that staff members be paid for services already rendered and be rewarded according to their performance, respectively. The Applicant also argues that specifically with regard to the work he did on the technical annexes that IsDB requested, the Applicant had provided Mr. X with notice that he was performing this work in his Back to Office Report. Additionally, the Applicant contends that Mr. X and Mr. Y used the work product he produced during the additional days he worked as a World Bank product. Therefore, the Applicant argues that the Bank should have compensated him for the time he worked.

47. The Bank contends that the issue of the Applicant's compensation was a matter of contract, and the Bank would have had to agree on any additional compensation that could be paid to the Applicant. The Bank argues that it did not agree to extend the Applicant's contract to account for the 32.5 days of work for which he has requested compensation. In fact, according to the Bank, the Applicant was repeatedly told to stay within the days allocated under the approved budget. Additionally, the Bank contends that that it did not give the Applicant reason to believe his contract would be extended, and in fact, the Applicant's LOA stated that the Bank did not have an obligation to extend the Applicant's contract. The Bank argues that the Applicant performed work in August and September



2012 for which he did not seek his manager's prior approval, contrary to internal policies of the Bank. Additionally, the Bank contends that the Applicant's Back to Office Report did not constitute implicit acceptance by Mr. X for the Applicant to perform additional unauthorized work. The Bank also argues that the Applicant was not ordered to do the additional work for which he is claiming compensation, and that the Applicant's work did not unjustly enrich the Bank because the Bank was not paid compensation by IsDB for the Applicant's additional work.

48. The Tribunal has recognized the importance of having an advance agreement on the terms of compensation. In *Teitel*, Decision No. 180 [1997], para. 20, the Tribunal stated:

But with respect to a term as central as the manner and amount of compensation to be paid for services rendered, any change, to be binding upon the staff member, should be clearly and mutually agreed upon.

49. Additionally, in para. 33 of *Teitel*, the Tribunal addressed the importance of staff members consulting with their supervisors on anticipated budget overruns and expenses:

Even accepting his version, the Applicant was the Team Coordinator, who was expected (as stated in his own budget proposal) to "maintain good liaison and working contacts with the RPED staff and respond personally to its Manager," and to "be responsible for the funds required for miscellaneous expenses" in Kenya and Zimbabwe and for "unforeseen expenses." Despite these responsibilities, it appears that the Applicant did not consult in a timely manner with his superiors or keep them informed about the vastly mounting per diem expenses (in excess of what he himself estimated) to which he believed himself to be entitled. The Tribunal agrees with the Appeals Committee that while a modest budget overrun might reasonably have gone undiscussed by the Applicant, the near-doubling of his anticipated and budgeted remuneration was excessive, given his responsibilities as Team Coordinator.

50. Regarding the Applicant's claim for compensation for 20.5 days of work performed in July and August 2012 before he traveled to Jeddah, the Tribunal notes that the Applicant did not seek prior approval from Mr. X to perform this work. While Mr. X asked the Applicant to produce a preliminary output of a first run of the model, there is no evidence

that the Applicant notified Mr. X that the work might take more days than were allowed by the 15-day contract. Additionally, the Applicant found out on 10 July 2012 that he would be traveling on a 12-day mission in August 2012, which is the same time as he was asked to produce the preliminary output. However, there is no evidence that the Applicant informed Mr. X that the 12 days of the mission and the number of days he anticipated working on the preliminary output might exceed the 15 days allowed under his contract. The Tribunal notes that while according to the Applicant's LOA, the Bank has the discretion to extend the appointment if that is "agreed to in writing at the time of the expiration of the appointment," there was no such agreement in the Applicant's case. The record does not show that the Applicant and the Bank agreed in advance that the Applicant would be allowed to perform additional work beyond the 15-day contract.

51. Furthermore, even when he had completed the preliminary output and had spent 20.5 days to perform work before going on the mission, the Applicant did not notify Mr. X that the 15 days under the contract had already been exhausted with such preparation so as to allow for any possible modification of the contract. As a seasoned consultant, the Applicant had the responsibility of consulting with Mr. X about spending more than the allocated number of days on work even before he traveled on his mission to Jeddah. *See Teitel*, para. 33. The Tribunal thus finds that the Applicant is not entitled to compensation for the 20.5 days of work he claimed to have performed in July and August 2012 before the mission to Jeddah.

52. In this respect, the Tribunal also notes that there appear to be discrepancies in the claim of the Applicant. Of the 20.5 days that the Applicant claimed to have worked before the mission to Jeddah, the Applicant claimed to have spent 12 days on producing the preliminary output of a first run of the model that Mr. X asked him to produce. However, Mr. X asked the Applicant to prepare the preliminary output on 10 July 2012 and the Applicant provided it to Mr. X and the team on 16 July 2012. This would amount to 6 days and not 12. The Applicant has not explained this discrepancy. Notably, as Mr. X stated, the Applicant was a seasoned professional and was therefore not expected to need so many days to prepare the preliminary output of a first run of the model.

53. With regard to the 12 days of work the Applicant claims compensation for after the mission in September 2012, the Tribunal notes that this work was paid under the September to November 2012 STC contract when the Applicant was paid for 15 days of work in November 2012.

54. According to the Applicant's Back to Office Report on 20 August 2012, some of the future work that needed to be done for IsDB was development of the two scenarios. The STC payment request form, submitted on 21 November 2012, stated as follows in describing the tasks performed by the Applicant:

Worked with IsDB team to update 2 scenarios which were already worked out in workshop in Jeddah. These related to the "trend" scenario and the "government intervention" scenario.

55. In that form, under "Requestor Comments" the Applicant had stated:

Dear [Mr. X], I have entered 15 calendar days. I hope this is what you were referring to.

56. Thus, the 15 days of work that the Applicant was paid for in November incorporated the 12 days of work that the Applicant performed after the August mission to Jeddah.

57. The Applicant concedes that he did not seek prior authorization from Mr. X to perform the post-mission work because Mr. X was on leave at the time, and the Applicant did not think it was "appropriate to disturb him under those circumstances." The Tribunal finds that the Applicant should not have disregarded the requirement under the Bank's internal policies to ask for prior authorization before performing work outside the purview of his contract because it may have been inconvenient to obtain prior authorization from his supervisor. (*See K*, Decision No. 352 [2006], paras. 38-40; *CG*, Decision No. 487 [2014], para. 80.)

58. In addition, the Applicant claims that while he did not seek explicit authorization from Mr. X, he notified Mr. X that he needed to perform additional work for IsDB in his Back to Office Report. The Tribunal notes that the Back to Office Report included the language that “a brief write up of all the scenarios” needed to be prepared, and “other written materials on the model, including some technical annexes” were intended to be finalized. The Tribunal does not consider this brief language to have served as a sufficient request for prior authorization from Mr. X. Nor did Mr. X give his approval on any purported request under the Back to Office Report.

59. Therefore, the Tribunal finds that the Applicant is not entitled to receive additional compensation for the 12 days of work he performed on the two scenarios after the August mission to Jeddah.

#### DECISION

The Application is dismissed.

/S/ Stephen M. Schwebel

Stephen M. Schwebel

President

/S/ Zakir Hafez

Zakir Hafez

Acting Executive Secretary

At Washington, D.C., 13 November 2015