Summary of EG v. IBRD, Decision No. 567 [2017]

The Applicant, a Short-Term Consultant (STC), challenged: (i) the Bank's breach of promise to grant her a one-year Extended-Term Consultant (ETC) contract; (ii) the non-renewal of the Applicant's STC contract for Fiscal Year (FY) 2016; and (iii) the Bank's refusal to provide her with a letter of reference.

Regarding the Applicant's first claim, the Applicant asserted that her supervisor made an express promise or, at the very least, an "unmistakable implication" to offer her a one-year ETC appointment in the Operations Risk Management, Environmental and Social Services Advisory Team (OPSOR-ESSAT). The Applicant claimed that the promise was made over a phone call and that the email of 16 January 2015 that she sent to her supervisor after the phone call, in which she thanked her for "such great news on [her] ETC," memorialized the promise. The Applicant added that her supervisor's lack of response to this email strongly suggested that her supervisor also believed that a promise was made. The Tribunal found, however, that the language in the email of 16 January 2015 could not reasonably support the conclusion that an unequivocal promise of an ETC appointment was made to the Applicant. In the Tribunal's view, this email indicated the understanding of the Applicant alone and the absence of a reply from her supervisor could not be construed as giving rise to a legally valid promise. The Tribunal further found that nothing in the record stated expressly or without ambiguity or even supported an inference that an ETC appointment was promised to the Applicant.

With regard to the non-renewal of the Applicant's STC contract, the Applicant claimed that the non-renewal of her STC contract was arbitrary, unfair, in bad faith, and improperly motivated by retaliation. The Applicant disputed the Bank's assertion that the non-renewal was justified by business needs and legitimate budgetary constraints in Operations Policy and Country Services Vice Presidency (OPCS) and asserted that the non-renewal was in retaliation for having spoken with the OPCS Vice President and the Ombudsman. The Tribunal observed that OPCS underwent a strategic staffing exercise for FY15-FY17 which resulted in a reduction of 13% of OPSOR's staffing budget and in a shift in staffing needs and types of skills within OPSOR. Contrary to the Applicant's assertions, the Tribunal held that the reasons advanced by the Bank not to renew the Applicant's STC contract for FY16 were supported by the record.

Finally, the Applicant's last claim was that her supervisor's refusal to provide her with a letter of reference at the end of her STC contract despite having agreed to do so constituted retaliation. The Tribunal observed that the Applicant's supervisor promised to issue a letter of reference but when she learned that the Applicant had recourse to the Internal Justice System, she conditioned so doing on the conclusion of the Peer Review Services proceedings initiated by the Applicant. The letter was in fact provided a year and a half later. The Tribunal concluded that this significant delay, and the reason for it, could be construed as a measure of retaliation.

Decision: The Bank shall pay the Applicant compensation in the amount of $25,000.00. The Bank was ordered to contribute $22,000.00 to the Applicant's legal fees and costs. All other claims were dismissed.