

Summary of CV v. IBRD, Decision No. 515 [2015]

From 1996 to 2002, the Applicant was a Long Term Consultant at the Bank, but from 2002 to the present, he has had multiple Short-Term Consultant (STC) contracts in all of the Bank's Regions. The Applicant helped the Bank conduct a workshop for the Islamic Development Bank (IsDB or IDB) in Jeddah, Saudi Arabia, on Revised Minimum Standards Model-Extended (RMSM-X) macroeconomic modeling. In October 2011, the Bank and IsDB decided to focus on three pilot countries for the macroeconomic modeling assignment: Morocco, Uzbekistan, and Nigeria. At that time, the Bank prepared a Letter of Appointment (LOA) for the Applicant and a budget for each pilot, allocating 38 days for the Applicant's work on each of the three countries. When the Applicant completed his work on Morocco he started working on Uzbekistan. He was given an extension of his STC contract for 15 working days between 2 July and 15 September 2012 to complete his work on the Uzbekistan project. The Applicant was given a further 15-day extension of this STC contract from 1 September to 30 November 2012. In his Application, the Applicant is challenging the Bank's decision not to compensate him for 32.5 additional days of consulting work that he maintains he performed under the July-September STC contract.

Regarding the Applicant's claim that he had not received clear Terms of Reference (TOR) at the beginning of his STC contract, the Tribunal found, *inter alia*, that (i) according to the TOR for the Applicant's STC contract from 2 July to 15 September the responsibilities and roles to be undertaken were advice and work on the model output and its implications as well as "hands-on training," which would suggest the undertaking of a mission; (ii) additionally, the Applicant should have been aware of what his managers expected of him, based on the other guidance he had received in the past under the October 2011 LOA and TOR, and the previous TORs of March and May 2012 regarding the work in Uzbekistan; (iii) the Applicant should have known that there was one mission to Jeddah or Uzbekistan remaining on the Uzbekistan project on the basis both of the travel pattern that the Applicant undertook while working on the Morocco model and the initial agreement of the Bank with IsDB; (iv) as a professional with several years of experience, the Applicant knew that travel was a possibility during short-term projects; and (v) even if the Applicant did not receive his TOR with the LOA, as a seasoned professional, he should have followed up with his supervisor, Mr. X, to obtain it.

Regarding the Applicant's claim to additional compensation, the Tribunal found, *inter alia*, that: (i) 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; (ii) there is a need for staff members to consult with their supervisors on anticipated budget overruns and expenses; (iii) the Applicant did not seek prior approval from Mr. X to perform 20.5 days of work in July and August 2012 before he traveled to Jeddah; (iv) the 12 days of work the Applicant claims compensation for after the mission in September 2012, were paid under the September to November 2012 STC contract when the Applicant was paid for 15 days of work in November 2012; and (v) 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.

The Tribunal found that the Applicant was not entitled to receive additional compensation and dismissed the Application.