

Summary of DA v. IBRD, Decision No. 523 [2015]

The Applicant challenged the September 2014 decision not to renew her Term contract.

The Applicant joined the Bank in February 2010, as a Junior Professional Officer (JPO) through a donor-funded staffing program. Her initial two-year JPO contract was fully funded by a donor government, and gave the Bank the option to extend the donor funding for a third year if the Bank committed to offer the Applicant a Term contract for two additional years thereafter.

Late in 2011, the Applicant spoke to the manager of a different unit regarding the possibility of transferring there. In November 2011, the Applicant received a Letter of Confirmation, offering a level GF position in the new unit, and stating that her JPO would be extended for the third year, after which she would be given a two-year term appointment. This appointment was to terminate in February 2015.

The Applicant began working in the new unit in February 2012. In April 2012, the Applicant's manager spoke with her regarding her lack of a full work program. From October 2012, the issues regarding the Applicant's work program became more acute. According to the Applicant, from this point her manager "completely changed her attitude" towards her. Over the following months, the issues of work program were discussed repeatedly between the Applicant, her manager, and other colleagues. Management sought to put the Applicant in contact with other departments of the Bank, where her skills and interests might be a better fit.

From early 2013, the Applicant's manager received negative assessments of the Applicant's performance from a number of supervisors and TTLs. In May 2013, the Applicant agreed to be transferred to another unit within the same department. According to management, the understanding was that the Applicant could use her time in the new unit to identify other opportunities within the Bank. According to the Applicant, she received no significant work assignments in the new unit.

In November 2013, the Applicant went on short-term disability leave. This was subsequently extended. The same month, she filed a request for review with PRS, claiming that her career had been mismanaged and she had been subjected to harassment, and that her 2012 and 2013 OPE and SRI were flawed. PRS dismissed as untimely the claims regarding the 2012 OPE and SRI. In its Report on the remaining claims, PRS found that management did not assist the Applicant

regarding her work program between May and November 2013, and that certain miscommunications by management had caused the Applicant harm. However PRS rejected the Applicant's claims regarding her 2013 OPE and SRI. PRS recommended compensation for the breaches identified, the responsible Vice President agreed with this recommendation, and the Applicant later accepted the compensation offered.

In September 2014, the Applicant was informed that her Term contract would not be renewed, as her professional profile did not meet the requirements of the new Global Practice. Her contract terminated in March 2015.

In her Application the Applicant challenged the non-renewal decision. She claimed that the Bank had failed to accord her fair treatment. The Bank argued that the non-renewal decision was a reasonable exercise of managerial discretion in view of the skills mismatch between the Applicant and the units in question, as well as her mixed performance.

The Tribunal concluded that the record strongly supported the Bank's contention that the non-renewal decision was taken for business reasons. The mismatch between the Applicant's skills and interests and the needs of the department, and the resulting difficulties in developing an adequate work program, had been raised on numerous occasions, as early as April 2012 and with increasing frequency from October 2012. The Tribunal found that this constituted a reasonable and observable basis for the non-renewal decision. Additionally, the Tribunal observed that the record supported the Bank's contention that the Applicant's performance was mixed from the outset.

The Tribunal noted that the claims raised by the Applicant before PRS (of mismanagement and harassment) were not before the Tribunal as distinct claims, and that the parties had reached a settlement in respect of these claims. Nevertheless, the Tribunal assessed whether the issues around work program and communications, which PRS had considered, were such as to also render the non-renewal decision arbitrary or otherwise an abuse of discretion. On the record before it, the Tribunal answered this question in the negative.

Finally, the Tribunal concluded that the record did not support the Applicant's claims of harassment.

The Application was dismissed.

This summary is provided to assist in understanding the Tribunal's decision. It does not form part of the reasons for the decision. The full judgment of the Tribunal is the only authoritative document. Judgments are available at: www.worldbank.org/tribunal