

Summary of DC v. IBRD, Decision No. 525 [2015]

The Applicant requested the Tribunal to either adjudicate his claims concerning his 2013 Overall Performance Evaluation (OPE) and Salary Review Increase (SRI), and placement on an Opportunity to Improve Unsatisfactory Performance Plan (OTI) or, in the alternative, order the reinstatement and continuation of Peer Review Services (PRS) Request for Review No. 186. The Bank challenged the admissibility of the Applicant's claims on the grounds that he waived them in a Memorandum of Understanding (MOU) which he signed with the Bank on 3 September 2014. The Applicant also challenged the Bank's failure to provide him with information about his separation benefits. The Bank contended that this claim should be deemed inadmissible as the Applicant should have "exhausted prior remedies, including PRS," in accordance with Article II of the Tribunal's Statute.

This Judgment addressed the Bank's preliminary objections. The Tribunal upheld the validity of the MOU and found that the waiver clause did not apply to the PRS Request for Review No. 186 and claims which preceded the notice of termination of the Applicant's employment. Upon a review of the MOU, the Tribunal held that the scope of the MOU was limited to the Applicant's ending employment with the World Bank Group and post-employment benefits, commitments and understandings. In assessing whether the claims reviewed in PRS Request for Review No. 186 were claims connected to the issues in the MOU, the Tribunal held that the decision that the Applicant's OTI was unsuccessful resulting in termination, the subject of the MOU, was separate and distinct from the decision to give him a poor OPE, a low SRI and even the decision to place him on an OTI. The Tribunal further reviewed the Bank's practice in drafting MOUs, and applying the *contra proferentem* rule against the Bank found that the MOU waiver clause did not operate in the manner asserted by the Bank.

With respect to the Applicant's claims concerning his separation benefits, the Tribunal found these claims to be admissible.

The Bank's preliminary objections were dismissed. The Request for Review No. 186 was reinstated. The claim on the Applicant's separation benefits is admissible. The Bank shall pay the Applicant's attorney's fees.

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