

Summary of *Alrayes v. IFC*, Decision No. 529 [2016]

The Applicant joined the IFC in 2007 on a Term contract. He retained a G4 visa for the United States. In January 2010, at the end of a two-week mission to the Gulf States, he was informed by airline personnel that his G4 visa had been canceled and that he could not travel to the United States. In November 2010, the IFC agreed to pay the travel costs for the Applicant's family to visit him in Dubai.

In February 2011, the Applicant signed a Short Term Assignment (STA) agreement, which was later extended until January 2012. The Applicant was informed that he had been found ineligible for a G4 visa because of alleged terrorist activities. He was interviewed by the FBI in July 2011 and in December 2012. The IFC had agreed to contribute up to \$25,000 towards the Applicant's legal fees. In December 2011 the Applicant signed a Memorandum of Understanding (MOU) relating to the completion of his employment with the IFC. In July 2014, the Applicant received a visitor's visa and returned to the United States. The Applicant attempted mediation and filed claims with PRS, but his claims were rejected.

In *Alrayes*, Decision No. 520 [2015], the Tribunal held that the following claims made by the Applicant were admissible: the Applicant's claim for separation payments; his claim for the \$25,000 for the FBI interviews; his claim for visa-related legal fees beyond the \$25,000; his claim for reimbursement of fees associated with the travel of his children to visit him outside the United States; his challenge to his placement on a two-year STA; and his claim regarding the lack of salary increases while working in Dubai.

The Tribunal considered six elements of the Applicant's claim for separation payments. First, the Tribunal found that the Applicant withdrew the element of his claim addressing his unused annual leave. Second, the Tribunal rejected the element of the Applicant's claim relating to a separation grant. Third, the Tribunal held that the Applicant's claim for a dependency allowance had become moot, as the Applicant did not dispute that all applicable dependency allowances had been paid to him. Fourth, regarding the Applicant's claim for relocation benefits, the Tribunal found that the claim had become moot. Fifth, the Tribunal rejected the Applicant's claim for an expiration payment because he was not entitled to such a payment according to Staff Rule 7.02, paragraph 7.02. Sixth, the Tribunal held that the Applicant's claim for pension entitlements had become moot.

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

The Tribunal also held that the Applicant's claim for \$25,000 for the FBI interviews had become moot because the IFC had paid him that amount. However, the Tribunal held that the Applicant's claim for reimbursement of visa-related legal fees beyond the \$25,000 was barred by the MOU. The Tribunal found similarly that the Applicant's claim for reimbursement of fees associated with his daughters' travel was barred by the MOU. The Tribunal rejected the Applicant's challenge to his placement on a two-year STA. The Applicant withdrew his claim that he was not paid salary increases that he was entitled to while he was outside the United States.

The Tribunal also noted that the Applicant was not provided certain information by the IFC that was related to his separation from the IFC. The Tribunal found that the IFC's unjustifiable delays in making certain payments to the Applicant and the IFC's failure to provide the Applicant with certain information were inconsistent with the fair treatment that the World Bank Group owes its staff under Staff Principles 2.1 and 9.1.

The Tribunal ordered the IFC to pay the Applicant: (i) compensation in the amount of three months' salary net of taxes; (ii) interest on his pension lump-sum withdrawal benefits and his relocation benefits at the rate of 5% per annum from the date of 30 July 2014 to the date of payment; and (iii) attorney's fees in the amount of \$3,373.06.