

## Summary of DC v. IBRD, Decision No. 530 [2016]

Following an exchange of pleadings on the Bank's preliminary objection in DC, Decision No. 525 [2015], the Tribunal held that the Applicant's claims concerning his separation benefits were admissible. The Applicant contended that he was eligible to receive severance payment, and asserts that as a result of the Bank's failure to provide: a) the breakdown of his separation benefits; and b) the severance payment, he has suffered damages. The Applicant also contends that he lost 14 hours of annual leave solely because he was not able to use more than 106 hours of leave since he was placed on Administrative Leave. This judgment addresses the merits of those claims.

The Tribunal found that the Applicant was entitled to receive compensation for the Bank's failure to provide him with the information he requested on his separation benefits. The Tribunal observed that the Applicant did not receive a response to his queries for over a year until the Bank submitted its Answer in proceedings before the Tribunal. Such an extended period of silence is unjustifiable and the Tribunal held that the Bank's failure to respond to the Applicant, within a reasonable time, amounted to unfair treatment of the Applicant inconsistent with Staff Principles 2.1 and 9.1.

The Tribunal then held that the Applicant was entitled to receive severance payments on the grounds that the MOU which the Applicant signed was a "Mutually Agreed Separation" Agreement which normally includes severance payment. In light of the fact that the Applicant was told he would receive severance payment, and acted upon that assurance when he signed an MAS with the Bank, the Tribunal finds that the Bank has not demonstrated why the Applicant should be denied payment of severance – compensation normally associated with the type of agreement the Applicant signed with the Bank. While the Bank relied on the absence of reference to severance payment in the MOU as evidence the Applicant was not entitled to it, the Tribunal reiterated that clarity and transparency in the drafting of such documents are important to staff members. It is imperative that "in the conclusion of agreements between the Bank and its staff that the Bank, the drafter of a projected MOU, acts transparently and clearly."

With respect to his annual leave payment, the Tribunal held that placement on Administrative Leave was a term in the MOU which the Applicant knowingly signed on 3 September 2014.

The Bank shall pay the Applicant severance payment as calculated for MAS other than that in lieu of redundancy, and compensation in the amount of 3 months' of his then net salary for the transgression of Staff Principles 2.1 and 9.1.

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](http://www.worldbank.org/tribunal)