

Summary of Homolya v. IBRD, Decision No. 505 [2015]

The Applicant worked in the Bank's Budapest Country Office from 1996 to 1998. She commenced a temporary appointment in early 1996 and then began a local fixed term appointment in March 1997. This fixed term appointment lasted for one year and she left the Bank on 31 March 1998.

Under the prevailing rules at the time, the Applicant was not enrolled in the Bank's pension plan. Instead, she was informed of her entitlement to a termination grant. The Bank states that when the Applicant's employment terminated in March 1998, she received a termination grant of Hungarian Forint (HUF) 268,714.60, which was based on one year of her service in a fixed term appointment. The Bank further states that under the terms of her employment, and the Staff Rules in effect at the time, the Bank owed her no other payment.

Some 14 years later in August 2012 the Applicant contacted the Bank to find out about her years of service and the Bank's contribution to her pension. The Bank responded in August and September of 2012 informing her that under the Staff Rules in effect at the time, she was not eligible for participation in the Bank's Staff Retirement Plan (SRP), and that the Bank was under no obligation to contribute into the national Hungarian Pension System on her behalf.

On 7 March 2013 the Applicant filed a Request for Review with Peer Review Services (PRS). The PRS Panel in its report of 16 October 2013 denied her request for relief.

Before the Tribunal, the Applicant complained that first, during her service in 1996-1998 she was not eligible to contribute to the Bank's SRP and the Bank did not contribute to the Hungarian Pension System on her behalf. She also claimed, second, that she did not receive any termination grant when she left the Bank in 1998. The Bank raised a preliminary objection.

The Tribunal stated that under the Bank rules these types of claims cannot be made in perpetuity. A statute of limitation exists. Staff Rule 11.01 (Claims), paragraph 2.01 (Claims and Payments), effective at the time the Applicant joined the Bank, states that "the right of a staff member to claim any refund, allowance or payment due but unpaid or any benefit not credited shall lapse three years after the date on which a right to the benefit, allowance or payment claimed arose."

The Tribunal noted that it has accepted the validity of this three-year bar period and has confirmed that the bar applies to claims relating to pension and termination grants as well. The next point the Tribunal addressed was when the three-year period began to run in the Applicant's case, namely, when her claim arose for the purpose of calculating the statute of limitation. The Tribunal concluded that in the Applicant's case, the limitation period for

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

her pension claims, namely that she was not eligible to participate in SRP or the fact that the Bank would not contribute to her national pension system, began to run when she joined the Bank; at the latest, it surely began to run when she left the Bank in 1998. By then, she knew or should have known that she would not receive any pension under SRP and that the Bank would not make any contribution to her national pension system.

In the Tribunal's view, if she believed that she should have been paid a pension benefit rather than a termination grant, she should have challenged it when she received her letter of appointment, or when she left the Bank in 1998, or – at the very latest – within three-year of leaving the Bank, i.e. by 2001.

The Applicant suggests that she did not know about her ineligibility to a pension or about the Bank's non-contribution to her national pension system; she states that she only came to know in 2012 when she began to prepare for her retirement. The Tribunal noted that given her letter of appointment, to which the Local Staff Benefits Handbook was annexed, and her acceptance of the terms of appointment, she was on notice that she would not receive any pension under SRP and that the Bank would not contribute to her national pension.

In sum, the Tribunal concluded that her pension claims were barred by the statute of limitation imposed by Staff Rule 11.01. As for her claim of non-payment of termination grant, the Tribunal noted that the claim did not appear to be credible. A final determination of this latter issue was not warranted in the Tribunal's view, as this claim should have been made within three years of her leaving the Bank in 1998. This claim too was barred by Staff Rule 11.01. The Tribunal found no justification for ignoring the limitation imposed by Staff Rule 11.01 to prevent claims in perpetuity.

In view of the foregoing, the Tribunal found the Application inadmissible.