

Summary of CS v. IBRD, Decision No. 513 [2015]

The Applicant challenged the Bank's decision not to renew his Term appointment. He alleged that the Bank had "fabricated" the reasons for the non-renewal decision which, he contended, was in fact an act of retaliation related to (i) his outspoken support for reform initiatives at the Bank and (ii) the fact that he had reported his Manager's allegedly harassing behavior to his Director. He also made a separate claim that he had been harassed by his Manager.

The Applicant had worked for the World Bank in country offices for seven years before moving to Washington, DC. Shortly after he moved, an independent review noted that his unit was facing a significant funding gap and proposed measures to cut costs. For his work in the country offices, and his first year working in Washington, DC, the Applicant was given positive performance evaluations, though his supervisors repeatedly noted that his communication skills could be improved. Throughout his time in Headquarters, the Applicant regularly posted comments on the Bank's intranet regarding the Bank's reform process. His Manager sometimes disagreed with the views he expressed. At the start of his second year in Headquarters, the Applicant's Manager shared a workload analysis which had been prepared by another member of staff. The Applicant responded negatively to this analysis, querying its accuracy but agreeing, nonetheless, to carry out the tasks which had been assigned to him. Thereafter, the relationship between the Applicant and his Manager became somewhat strained. The Applicant approached the Department Director to complain about his treatment by the Manager. Within five months of the exchange regarding the workload analysis, the Manager informed the Applicant that his contract would not be renewed as she no longer needed his services.

The Applicant requested a review of the non-renewal decision by PRS. PRS recommended that the Applicant's request for relief be denied. The responsible Vice President accepted this recommendation. The Applicant also made claims against the Manager before EBC, but these were rejected as unsubstantiated.

Before the Tribunal, the Applicant contended that he had been treated unfairly, that the supposed reasons for the non-renewal decision were fabricated as the Manager in fact hired new staff members and gave them his tasks, and that he had been subjected to retaliation and harassment. He strongly denied any allegation that he had refused to perform tasks assigned to him. The

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

Bank submitted that the Manager had acted fairly, respectfully, and in accordance with the Applicant's terms of appointment. According to the Bank, the non-renewal decision was motivated by business reasons. The Bank repeated the Manager's claim that the Applicant had refused to perform certain tasks assigned to him.

The Tribunal concluded that, though there were some inconsistencies, the record did not bear out the Applicant's claims that the business reasons invoked by the Manager were fabricated. With the reorganization of the unit, there was simply less work for the Applicant to perform. The non-renewal decision therefore did not constitute an arbitrary exercise of discretion.

However, the record did not support the Bank's claim that the Applicant had refused to perform tasks assigned to him. Moreover, there was no evidence that the Manager had adequately informed the Applicant that unless he were more flexible in his work interests, and proactive in pursuing work, his appointment would not be renewed. These constituted elements of procedural unfairness, for which compensation was warranted.

The Tribunal found that the Applicant had failed to substantiate his claim that the non-renewal decision was an act of retaliation. Similarly, while the record indicated that the Applicant's relationship with his Manager became difficult, there was insufficient evidence to support a finding of harassment.

The Tribunal ordered the Bank to pay the Applicant compensation in the amount of three months' salary in respect of the procedural unfairness, and his attorney's fees. All other claims were dismissed.