World Bank Administrative Tribunal

2025

Decision No. 719

IB,
Applicant

v.

International Bank for Reconstruction and Development,
Respondent

(Preliminary Objection)

World Bank Administrative Tribunal
Office of the Executive Secretary

IB,
Applicant

v.

International Bank for Reconstruction and Development,
Respondent

1. This judgment is rendered by the Tribunal in plenary session, with the participation of Judges Janice Bellace (President), Seward Cooper (Vice-President), Lynne Charbonneau (Vice-President), Martha Halfeld Furtado de Mendonça Schmidt, Thomas Laker, Raul C. Pangalangan, and Joëlle Adda.

2. The Application was received on 20 November 2024. The Applicant represented herself. The Bank was represented by David Sullivan, Deputy General Counsel (Institutional Administration), Legal Vice Presidency. The Applicant's request for anonymity was granted on 8 May 2025.

3. The Applicant challenges the terms of her Mutually Agreed Early Out Separation: Retirement (MAS-EO) agreement and alleges discrimination at the time of her retirement and over the course of her employment with respect to annual salary raises, spot awards, and sick leave.

4. On 10 March 2025, the Bank submitted preliminary objections to the Application. This judgment addresses the Bank's preliminary objections.

FACTUAL BACKGROUND

5. The Applicant joined the Bank as a Short-Term Temporary on 17 November 2003. On 30 April 2008, the Applicant began a Coterminous Term appointment as a Team Assistant, Grade Level GB, in the Infrastructure Vice Presidency. At the time of the disputed matter, the Applicant held the position of Program Assistant, Grade Level GC.

6. On 25 January 2024, the Applicant signed an agreement for MAS-EO. Per the terms of the MAS-EO, the Applicant agreed that she would "separate from the Bank Group on April 11, 2024, with the last day of service being April 10, 2024, pursuant to Staff Rule 7.01, Section 6, which describes Mutually Agreed Separation." The MAS-EO further provided the terms of the separation:

> On or about April 15, 2024, you will be paid a lump sum corresponding to six months of your then net pay, a lump sum payment for outplacement support corresponding to three months of your then net salary, and a lump sum in respect of your accumulated annual leave, up to a maximum of 60 days, as of the close of business of your last day of service. There will be no severance payments associated with this agreement. You will also receive any termination and/or resettlement benefits to which you may be entitled to according to Staff Rule 7.02, Benefits on Ending Employment.

The MAS-EO also stated that, by accepting the terms, the Applicant

> fully and finally settle[d] and release[d] all claims [she] might otherwise have against the Bank Group concerning [her] separation, or otherwise arising out of circumstances occurring or decisions taken on or before the date of [her] acceptance. [She] under[stood] that the settlement of these claims includes relinquishing of the right to appeal to the Peer Review Services, the Workers' Compensation Administrative Review Panel, and the World Bank Administrative Tribunal.

7. According to the Applicant, she opted for early retirement "due to being discriminated all the time for annual increases, spot awards despite working hard, getting good performance reviews." She states that she "brought the issue to management attention but with no consideration and that started impacting [her] emotional and mental health" and that she "went to talk to [her manager] re[garding] [her] situation and intention to retire and requested him for MAS package for [her] retirement which had been offered to some other staff in our unit few months ago."

8. The Applicant also states that, prior to signing the MAS-EO, she "requested WB HR [World Bank Human Resources] and the management multiple times before signing […] to reconsider[] the retirement package that was being offered to [her] to be the same as some other staff in the unit who retired less than a year before [her]" but that these requests were denied. The Applicant states that "[s]ince [her] multiple requests were constantly being denied and [she] could

not take […] all the stress that had been impacting [her] health all along due to work discrimination […she] had no choice but to sign [the MAS-EO]."

9. In February and March 2024, the Applicant became sick with COVID-19 while on annual leave.

10. On 4 April 2024, the Applicant met with a manager from the Health and Safety Directorate (HSD) to inquire about sick leave and extended sick leave in relation to her impending retirement. The same day, the HSD manager connected the Applicant to other HSD colleagues by email to inquire how the Applicant might avail herself of sick leave and extended sick leave. The same day, a nurse from HSD contacted the Applicant by email in order to set up a meeting to discuss extended sick leave and to connect the Applicant with someone from the Bank's Disability Program.

11. On 5 April 2024, the HSD nurse emailed an HR Specialist in the Disability Program, copying the Applicant, to inquire whether the Applicant could take sick leave and potentially apply for extended sick leave in view of her impending retirement. The HR Specialist responded the same day, explaining that the Applicant could apply for extended sick leave until the end of her term appointment, but that the Applicant would need to talk to her Manager and HR Operations in order to reverse her early retirement and the associated termination action. The HR Specialist and the Applicant spoke the same day, after which the HSD nurse emailed the Applicant the necessary forms to apply for extended sick leave, noting that the Applicant would need to follow up with her manager.

12. The Applicant states that she spoke with an HR Business Partner who informed her that, "since all [her] papers were signed, everything will have to be cancelled, [she] will have to work for few days and there was no guarantee of what [she] can get." According to the Applicant, at this time she was "still waiting for a response from the management to reconsider [her] retirement offer." Because there were "only 4 days left" until her retirement and a "lot of paper work involved for [extended sick leave]," the Applicant states that she "could not pursue [the extended sick leave] option and retired on 4/10/2024."

13. The Applicant's last day of service was 10 April 2024, and she was separated from the Bank on 11 April 2024 according to the terms of the MAS-EO.

14. The Applicant's manager emailed her on 12 May 2024, writing that he was happy to have seen her on her last day and adding:

> Following up in writing on our exchange that day, and considering your mail a couple of days before, I wanted to reiterate that […] and I had reviewed the options available—the package we offered you, to ease you into retirement, was the best possible exit mechanism we were allowed to offer, under the circumstances.

15. On 14 June 2024, the Applicant emailed the Ethics Helpline with allegations of misconduct.

16. On 18 June 2024, the Investigations Unit (INV) within the Bank's Ethics and Internal Justice Vice Presidency (EIJ) emailed the Applicant to acknowledge receipt of her email and stated that INV would get back to her with next steps after assessing the matter.

17. The Applicant replied to INV on 19 June 2024, asking to set up a call.

18. On 20 June 2024, INV responded, copying the Race Equity Office (REO), and informed the Applicant that she was being referred to the REO, which would contact her to schedule a meeting.

19. In the meantime, the Applicant responded to her manager on 25 June 2024, reiterating her belief that she should have received a different MAS package and stating that she felt that she was "not treated the same way as others" during her employment, citing that she "never got more than a 3.4% salary increase or a spot award which was given to other ACS [Administrative and Client Support] staff in [their] unit almost every year and as well as 5% salary increase." The Applicant also explained the circumstances regarding the extended sick leave and stated that she "decided to keep things as they were while [she] was still waiting for [the manager's] response to [her] email and hoping that [he] would be able to help [her] by changing [her] package to MAS."

20. On 28 June 2024, the REO responded to INV's email, copying the Applicant, noting that it had met and spoken with the Applicant and determined it was not "the appropriate unit to resolve her case." The REO further noted that it had suggested that the Applicant reach out to the Staff Association for advice and reminded her to "keep in mind the 120 days from the managerial action or inaction that [she] wish[ed] to dispute."

21. On 12 July 2024, the Applicant requested mediation in the matter. The mediation was closed on 2 August 2024 without resolution.

22. On 7 August 2024, the Applicant emailed her manager again requesting reconsideration of her retirement package. On 14 August 2024, the Applicant emailed her manager requesting to hear back as she was planning to submit a request for review to Peer Review Services (PRS) that week.

23. On 26 August 2024, the Applicant's manager responded, writing, "I would like to confirm that we had done a thorough review of your specific circumstances when offering the EO [Early Out] package and this was the best offer we could make. You accepted it and we implemented it accordingly." The Applicant responded the same day, reiterating her concerns and requesting her manager to reconsider her retirement package. The Applicant followed up this email later that day and again on 28 August 2024. Her manager responded on 3 September 2024, noting that his response had not changed.

24. On 5 September 2024, the Applicant filed a Request for Review with PRS, challenging "[u]nfair employment treatment and retirement package decision."

25. On 26 September 2024, the Peer Review Chair rejected the Request for Review on the grounds that the Applicant

> signed and accepted the terms of the [MAS-EO], including to "fully and finally settle and release all claims" [she] might have against the WBG [World Bank Group] on or before the date of [her] acceptance of the [MAS-EO], including claims in PRS. Therefore, the Peer Review was not available to [her] after January 25, 2024.

The Applicant was notified of the Peer Review Chair's decision the same day.

26. On 28 September 2024, the Applicant emailed PRS, expressing disappointment with the dismissal of her Request for Review and writing, "I tried getting some help from all 4 services which did not work and I would like to know what I can do to say that yes, the WBG staff are treated equal."

27. PRS responded to the Applicant on 3 October 2024, writing, "The Tribunal is the independent judicial forum of last resort available to staff members, including after the dismissal of a Request for Review in PRS. The Tribunal has its own rules and procedures for the filing of claims."

The present Application and relief sought

28. The Applicant filed the present Application with the Tribunal on 20 November 2024. The Applicant filed amendments to her Application on 16 and 29 January 2025.

29. The Applicant challenges the terms of her MAS-EO and alleges discrimination at the time of her retirement and over the course of her employment with respect to annual salary raises, spot awards, and sick leave.

30. The Applicant requests the following relief: "Difference between EO and MAS and compensation for self & family sick leave reimbursement before retirement—approx. $7,200.00." The Applicant further requests "[j]ustice for retirement package and discrimination during employment […], compensation for sick leave and emotional/mental distress."

31. The Bank filed preliminary objections with the Tribunal on 10 March 2025.

SUMMARY OF THE CONTENTIONS OF THE PARTIES

The Bank's Main Contentions

The Application should be dismissed because there is no adverse managerial decision, the MAS-EO constitutes full and final settlement of the Applicant's claims, the Applicant's claims are untimely, and she has failed to exhaust internal remedies

32. The Bank first submits that, for a claim to be cognizable before the Tribunal, an applicant "must identify a managerial decision, act or inaction, taken by [the Bank] that had an adverse effect on the applicant and that, as a result, management failed to observe the contract of employment or terms of appointment of said staff member." The Bank further submits that the Applicant's decision to retire "was a choice made voluntarily by [the] Applicant." The Bank thus contends that the Applicant's retirement, "which is the basis for the present Application, was a decision made by [the] Applicant" and not a managerial decision cognizable before the Tribunal. With respect to the Applicant's claim that she asked "HR and the management multiple times" to reconsider the retirement package "before signing" the MAS-EO, the Bank submits that this claim is of "questionable legal relevance to the claims at issue" because the "signing of any such agreement and acceptance of consideration offered within it is a purely voluntary act."

33. The Bank next contends that the Applicant's claims "are covered and settled by the agreements [the] Applicant entered voluntarily into with [the Bank] in the MAS-EO." The Bank submits that the language of the MAS-EO is clear that the Applicant "resolved any and all issues between" herself and the Bank and that the Applicant "voluntarily relinquished all the arguments she puts forth in her Application" in exchange for the terms of her separation. In the Bank's view, the Applicant is thus "precluded from raising the present allegations to the Tribunal."

34. The Bank submits that the Applicant's Request for Review was untimely filed and contends, therefore, that the Applicant failed to exhaust internal remedies. The Bank notes that the Request for Review was submitted well in excess of the 120-day time limit established by Staff Rule 9.03, paragraph 8.01. The Bank avers that the Tribunal has "stressed in numerous decisions,

that a failure to observe time limits for the submission of an internal complaint or appeal is regarded as a failure to comply with the statutory requirement of internal remedies."

35. With respect to the Applicant's claims regarding her annual salary increases, spot awards, and performance reviews, the Bank submits that the Applicant has not provided "any kind of evidence that she raised these complaints in a timely manner, to the appropriate internal justice body, namely Administrative Review ('AR') or Performance Management Review ('PMR')." The Bank submits that the Applicant's "cited attempts to pursue resolution of any grievances through the informal services of the Internal Justice System does not cure a failure to exhaust formal internal remedies" because "the exhaustion of internal remedies requirement is not satisfied by informal conversations." Noting that it has not agreed to submit these claims directly to the Tribunal, the Bank contends that the Applicant has failed to exhaust internal remedies and requests that these claims be dismissed.

36. The Bank finally contends that the Applicant has not alleged or proffered any evidence of exceptional circumstances to excuse her failure to satisfy the requirements of Article II(2) of the Tribunal's Statute. As such, the Bank submits that the Application should be dismissed and the request for relief be denied.

The Applicant's Response

The Application is timely and the Applicant exhausted internal remedies

37. The Applicant contends that her Application is timely and that she exhausted internal remedies. She submits that she began to pursue her "case of discrimination and injustice" in June 2024, which was within 120 days of her retirement date of 11 April 2024. In particular, she notes that she "started following up [her] request with the WB Internal justice, Mediation and SA [Staff Association], in June, 2024 which was within the 120 days period" and claims that she "was also informed that since the case started with the internal services in timely manner, [she] could submit [her] application to the Tribunal for justice and resolution."

THE TRIBUNAL'S ANALYSIS AND CONCLUSIONS

WHETHER THE APPLICATION IS ADMISSIBLE TO THE TRIBUNAL

38. The Bank has filed its preliminary objection to the Tribunal's jurisdiction over the Application on several grounds, including that the release agreement in the Applicant's signed MAS-EO waived the Tribunal's jurisdiction over the Applicant's claims. The Tribunal will first address this objection to its jurisdiction.

39. The Bank contends that the Applicant is precluded from raising her claims before the Tribunal because the Applicant "voluntarily relinquished all the arguments she puts forth in her Application" in exchange for the terms of her separation as agreed to in the MAS-EO, which the Applicant signed on 25 January 2024.

40. The Tribunal recalls that the MAS-EO provided that the Applicant, in accepting the terms of her separation,

> fully and finally settle[d] and release[d] all claims [she] might otherwise have against the Bank Group concerning [her] separation, or otherwise arising out of circumstances occurring or decisions taken on or before the date of [her] acceptance. [She] under[stood] that the settlement of these claims includes relinquishing of the right to appeal to the Peer Review Services, the Workers' Compensation Administrative Review Panel, and the World Bank Administrative Tribunal.

41. In its first case considering whether a staff member "may be held to an agreement to release or settle all claims arising from an adverse personnel action," *Mr. Y*, Decision No. 25 [1985], para. 25, the Tribunal explained:

> The right to challenge such an action through the filing of an application with this Tribunal finds its source in the Statute of the Administrative Tribunal, and not merely in the contractual agreements or personnel documents promulgated by the World Bank. The language and context of the Statute make clear the importance attached to this right, by the management as well as by the staff of the Bank. A release or settlement of claims that might be presented to this Tribunal should

> therefore not lightly be inferred. Neither, however, should it be precluded altogether.
>
> In an enterprise employing as many staff members as does the World Bank Group, it is inevitable that there will be claims of improper treatment, as witness the appeals to the Appeals Committee and applications to this Tribunal. It would unduly interfere with the constructive and efficient resolution of these claims if the Bank could not negotiate—in exchange for concessions on its part—for a return promise from the staff member not to press his or her claim further. If such an agreed settlement were not binding upon the affected staff member, there would be little incentive for the Bank to enter into compromise arrangements, and there might instead be an inducement to be unyielding and to defend each claim through the process of administrative and judicial review. It is therefore in the interest not only of the Bank but also of the staff that effect should be given to such settlements. (*Id.*, paras. 25–26.)

42. In *Kirk*, Decision No. 29 [1986], para. 36, the Tribunal considered whether enforcement of a release agreement "would be contrary to public policy and to Chapter 9.1 of the Respondent's Principles of Staff Employment which provides for access to the Administrative Tribunal." In that case, the Tribunal considered that, "[r]ather than conflicting with public policy, the Tribunal's enforcement of voluntary settlement or release provisions […] advances public policy" and explained:

> The release provision in this case by which the [a]pplicant agreed to the "relinquishment of the right to appeal [any claims] to the Appeals Committee or the World Bank Administrative Tribunal" does not mean that the [a]pplicant has agreed to forego all recourse to the administrative and judicial institutions created by the Bank to assure objective hearing and determination of the claims of staff members. Such a commitment, despite its broad terms, does not amount to a deprivation or denial of administrative or judicial remedies because, as shown by the present case, both the Appeals Committee and this Tribunal are and remain available to staff members to consider the interpretation and validity of release provisions in the circumstances of each case. (*Id.*, paras. 36–37.)

43. As noted by the Tribunal in *T*, Decision No. 376 [2007], para. 43, it has continued to "accept[] the validity of, and give[] effect to, MAS agreements between the Bank and staff members for the release of claims against the Bank."

44. The Tribunal considered the limitations of release agreements in *Harrison*, Decision No. 53 [1987], para. 24, in which an applicant challenged her agreement to release all claims against

the Bank through a provision of the Staff Rules related to separation packages which "made it a fixed condition of the acceptance of either compensation package that the departing staff member renounce the right to seek redress before the Appeals Committee or Administrative Tribunal for any preexisting claims." At paragraph 25 of that judgment, the Tribunal noted "that the availability to staff members of an impartial adjudicator of claims of non-observance of contracts of employment and terms of appointment is to be regarded as an essential condition of employment," recalling its decision in *de Merode*, Decision No. 1 [1981], para. 21:

> [T]he decision of the Board of Governors to establish this Tribunal introduced into the conditions of employment of Bank staff the right of recourse to this Tribunal, in accordance with the conditions laid down in the Statute. This right forms an integral part of the legal relationship between the Bank and its staff members.

45. The Tribunal invalidated the release agreement at issue in *Harrison* [1987], paras. 25, 28, explaining:

> For the Bank unilaterally to determine by way of a general rule, apparently not subject to individual adjustment, that any staff member without limitation who accepts Package A or Package B must forego access to the Tribunal for all claims undermines an essential condition of employment. As the Bank has no power unilaterally to alter a fundamental and essential condition of employment, this rule cannot be sustained, *see de Merode*, Decision No. 1 [1981], paras. 41 ff.

The Tribunal also distinguished the across-the-board legislated release agreement at issue in *Harrison* [1987], para. 27, from the individuated contractual waivers considered in *Mr. Y* [1985] and *Kirk* [1986], for example, noting that the

> release agreements in those cases were characterized by a personalized negotiation between the staff member and representatives of the Bank. In each case, the parties arrived at a compensation settlement that could take account of such factors as the individual's seniority and responsibilities within the Bank, the quality of the service he had rendered for the Bank, the staff member's family situation and needs, the possible burdens of resettlement to another country, and the like. A freer environment existed in which to place a fair value upon the staff member's relinquishment of his right to challenge his separation from the service of the Bank.

46. The Tribunal has also held that release agreements may not be given effect when concluded under duress. For instance, in *Nyambal (No. 2)*, Decision No. 395 [2009], para. 22, the Tribunal considered a challenge to the validity of such an agreement, noting that

> [t]he Tribunal has also remarked, after reiterating the importance of compromise in the context of agreed settlements, that "no release or settlement of claims should be given effect if concluded under duress" (*Mr. Y*, Decision No. 25 [1985], para. 32; *T*, Decision No. 376 [2007], para. 44). The essence of any such agreement is that the parties negotiate and conclude them as an expression of their own free will; they are not imposed on the staff member under duress, and any such circumstance would have to be specifically proven. A change of mind after reconsideration does not evidence duress.

The Tribunal further explained that it has "consistently refused to invalidate release agreements on the basis of dissatisfaction on the part of the staff member which may have been acute, but does not amount to duress either in a legal or a moral sense." *Nyambal (No. 2)* [2009], para. 23.

47. As the Tribunal observed in *Kehyaian (No. 2)*, Decision No. 130 [1993], para. 26:

> In all cases of release agreements the staff member is assumed to have balanced the benefits resulting from the different options he or she has, and finally to have decided to consent to the proposed agreement. In each case the staff member must have been under certain pressures leading him to opt for what appeared to him to be the more advantageous alternative. This kind of pressure is inherent in the process and cannot be treated as by itself constituting duress. The fact that the [a]pplicant's counsel took part in negotiating the terms of the agreement and finally conveyed to the Respondent that these terms were accepted by the [a]pplicant shows clearly that the [a]pplicant's acquiescence in the release agreement was a free and considered choice.

48. At the outset, the Tribunal notes that the Applicant does not allege that the MAS-EO was concluded under duress. It is apparent from the record, though, that the Applicant is dissatisfied with the terms of her separation from the Bank, as evidenced by her repeated requests for reconsideration of the terms of the MAS-EO after signing.

49. As the Tribunal noted in *Sahin*, Decision No. 633 [2020], para. 59, quoting *Kehyaian (No. 2)* [1993], para. 26, while a staff member may be dissatisfied with the terms of a negotiated agreement, "such dissatisfaction does not invalidate an agreement that was consented to as 'a free

and considered choice.'" As with the applicant in *Sahin* [2020], para. 59, the Applicant here signed the MAS-EO to confirm her "understanding and acceptance" of the terms and conditions contained therein.

50. Further, as in cases where the Tribunal has upheld the validity of release agreements (*see, e.g., Mr. Y* [1985]; *Kirk* [1986]), here the release agreement was "characterized by a personalized negotiation between the staff member and representatives of the Bank" (*Harrison* [1987], para. 27). The Tribunal therefore considers that there is no basis to invalidate the MAS-EO or its release agreement.

51. Having upheld the validity of the MAS-EO and its release agreement, the Tribunal will now consider the scope of the release agreement, specifically whether such agreement constitutes a full and final settlement of the Applicant's present claims.

52. In *DC (Preliminary Objection)*, Decision No. 525 [2015], para. 70, the Tribunal explained:

> [T]he specifics of a waiver are binding only if they are express or can be clearly implied from its terms. In interpreting waiver clauses, the Tribunal looks at the "plain, ordinary and generally accepted meaning of the words used." *BU*, Decision No. 465 [2012], para. 33. The Tribunal is "mindful of the fact that many courts take a cautious approach to upholding waivers of employment rights, in light of presumed unequal bargaining power, and the importance of certain rights." *CE*, Decision No. 479 [2013], para. 49. It therefore takes into account the circumstances surrounding the negotiations, and whether the staff member was represented by legal counsel.

53. The release agreement in the MAS-EO provides for the Applicant's agreement to "fully and finally settle all claims [she] might otherwise have against the Bank Group concerning [her] separation, or otherwise arising out of circumstances occurring or decisions taken on or before the date of [her] acceptance." Looking at the "plain, ordinary and generally accepted meaning of the words used" (*BU* [2012], para. 33), the Tribunal finds that the release agreement covers any matters related to the Applicant's separation from the Bank as well as any issues which occurred prior to the signing of the MAS-EO.

54. With respect to the Applicant's challenge to the terms of the MAS-EO and her allegations of discrimination related to her retirement and sick leave, the Tribunal considers that the Applicant has waived her right to bring these claims to the Tribunal as they are related to her separation from the Bank.

55. With respect to her allegations of discrimination regarding her annual salary raises and spot awards, the Tribunal considers that the Applicant has waived her right to bring these claims to the Tribunal as the relevant issues occurred prior to the signing of the MAS-EO.

56. In view of the above and having upheld the validity of the MAS-EO and its release agreement, the Tribunal declines jurisdiction, concluding that the claims in the present Application are inadmissible as they fall within the scope of the valid release agreement to which the Applicant voluntarily agreed as part of a negotiated separation from the Bank. Having so concluded, the Tribunal need not consider the Bank's remaining contentions.

DECISION

The Application is dismissed.

/S/Janice Bellace
Janice Bellace
President

/S/ Zakir Hafez
Zakir Hafez
Executive Secretary

At Vienna, Austria, 23 May 2025