

Decision No. 140

Safari O'Humay
Applicant

v.

International Bank for Reconstruction and Development,
Respondent

1. The World Bank Administrative Tribunal, composed of A.K. Abul-Magd, President, E. Lauterpacht and R.A. Gorman, Vice Presidents, and F.K. Apaloo, F. Orrego Vicuña, Tun M. Suffian and P. Weil, Judges, has been seized of an application, received on April 28, 1993, by Safari O'Humay, against the International Bank for Reconstruction and Development. There was the usual exchange of pleadings. The case was listed on March 1, 1994.

The relevant facts:

2. The Applicant, a Tanzanian national, has been a staff member of the World Bank since August 1, 1978. He is currently working as a Financial Analyst, level 23, in the East Asia Region.

3. The Applicant resides in Virginia in the United States as a G-4 visa holder. Holders of G-4 visas are entitled to bring to the United States under a G-5 visa domestic employees to work in their households.

4. Sometime in 1986 the Applicant decided to take advantage of the benefit of hiring a domestic employee on a G-5 visa. He filed the appropriate applications with the Visa Administrator (VA) of the Respondent and identified P as the prospective domestic employee. By letter, dated December 18, 1986, to the U.S. Consul in Dar es Salaam, the VA indicated that P, a Tanzanian national, would be applying for a G-5 visa to work in the household of the Applicant, a staff member of the Bank holding a G-4 visa.

5. In a document entitled "Final Employment Agreement (Amended)" between the Applicant and P, dated March 15, 1987, and amended on March 25 and May 11, 1987, it was stated that the parties had agreed, inter alia, that the duties of P were to nurse a new born baby, oversee a twelve year old, do laundry, cooking and general house cleaning, for the weekly salary of \$150, or the minimum wage required, and that the employer would deduct \$25 per week for lodging and meals.

6. In the Applicant's affidavit dated April 8, 1993, it was stated that P worked in his household from June 29, 1987 through July 31, 1989 on which date she left his employment.

7. By memorandum, dated March 6, 1991, to the Director of Personnel, Operations (POP), the Ethics Officer (EO) stated as follows:

(a) on December 1, 1989, P, the Applicant's former domestic employee on a G-5 visa, came to request the EO's help in recovering from the Applicant \$3,000 she had allegedly lent him. P also complained to the EO that she had not been paid according to her employment agreement.

(b) On December 13, 1989, the EO accompanied by a colleague, Z, interviewed the Applicant. The Applicant admitted that he had \$3,000 belonging to P and that the reason he had not returned the money to P was because he wanted to withhold P's money for expenses he had incurred resulting from the injuries sustained by his infant daughter while the infant was under the care of P. As to P's allegations that she had not been paid according to the employment agreement, the Applicant contended "that the contract signed by both himself and [P] was merely a requirement of the authorities in Dar es Salaam and that he and [P]

had another oral agreement that he would pay her only \$50 net/week with no deductions, and that he would pay all of her living expenses in addition to the \$50. The U.S. Embassy in Dar es Salaam had previously denied [P] the visa on that basis, so [the Applicant] and [P] agreed that he would just write any amount in the contract and [P] would sign". P denied having a side agreement.

(c) On December 21, 1989, in a meeting of the Applicant, his wife, P and the EO, the Applicant contended that the value of goods and services provided to P for which the Applicant had paid made up the difference between the amount P expected to be paid and the amount she actually had been paid each month. The Applicant also proffered a list of such goods and services provided. P contended that either she had never received these goods, or if they had been received, their value was not as great as stated by the Applicant. At the conclusion of that meeting the Applicant gave the EO a check in the amount of \$3,000 which remained in the EO's possession.

(d) Based on the employment agreement dated March 15, 1987, the EO calculated that the Applicant owed P \$11,950.

(e) On June 7, 1990, the Applicant agreed with the EO that he would repay P her \$ 3,000 if she agreed that the dispute would be settled with that repayment.

(f) On June 11, 1990, the Applicant denied reaching this agreement with the EO and said that he wanted his case to be decided by the Director, POP. P also wanted to pursue the matter, because she firmly believed that she was entitled to the \$11,950.

(g) In the latter part of June 1990 the EO met with O, a friend of the Applicant, who had acted as intermediary in the original hiring of P in Tanzania. O provided the following information to the EO: she had told P that \$200/month was the agreed wage but that when they took the agreement to the U.S. Embassy, they were told that [P] was too qualified and that those wages were too little; [P] told her that she was willing to work for \$200/month, but to change the contract so the Embassy would clear it.

(h) The EO reviewed the Applicant's performance review for the year 1989; the one for 1990 was not in the Applicant's file.

(i) After taking into consideration all the circumstances of the case and after consultation with the Legal Department the EO recommended, inter alia, that the Applicant be given a written reprimand and advised to pay P \$11,950.

8. By memorandum, dated September 18, 1991, the Director, POP, informed the Applicant that he had concluded that: the Applicant had admitted to the EO that on his (Applicant's) behalf O had made misrepresentations to the U.S. Consul regarding the minimum wage stated in the domestic's contract, and that this misrepresentation had the effect of calling the reputation and integrity of the Bank into question; the Applicant had an outstanding debt to P in the amount of \$3,000 plus back compensation owed to P; and, in failing to compensate P in accordance with the local law and to meet the obligations incumbent on employees who were on a G-4 visa, the Applicant had not met his personal and legal obligations as a Bank staff member. The Director stated that the following disciplinary measures were appropriate in the Applicant's case:

- no further requests would be made by the Bank on the Applicant's behalf to obtain a domestic on a G-5 visa;
- a written reprimand and a written warning for the future would be placed in his Personnel File;
- failure to promptly pay his debt to P and to correct her W-2 form would lead to further disciplinary action, and possibly termination; and
- there would be loss of any salary increase resulting from the 1992 Salary Review Exercise.

The Director also advised the Applicant to have recourse to mediation in resolving the issue of back compensation owed to P.

9. By memorandum, dated December 17, 1991, to the Director, POP, the Applicant requested administrative

review of the disciplinary measures imposed on him, because they were unjust for the following reasons:

- the Applicant had had no intention of making any misrepresentation to the U.S. Consul regarding the minimum wage nor did O do so on his behalf;
- O only accompanied P to the Embassy to show her the way;
- P had agreed to be paid in cash and in kind; and
- he had corrected P's W-2 form.

10. By memorandum, dated January 31, 1992, to the Applicant, the Director, POP, responded that the Applicant had not made a best effort to resolve the issue of back compensation owed to P and that there were no reasons to change the disciplinary measures imposed on him. Furthermore, the Director reiterated to the Applicant that he had been disciplined (i) for having made a misrepresentation to the U.S. Consul, and (ii) for having refused to return to P the \$3,000 when she had requested it.

11. On February 28, 1992, the Applicant filed an appeal with the Appeals Committee which in its report, dated January 25, 1993, concluded that the employment agreement presented to the U.S. Consul was a misrepresentation and that the Respondent had properly imposed disciplinary measures on the Applicant.

The Applicant's main contentions:

12. Staff Rule 8.01 did not authorize the EO to initiate disciplinary proceedings against the Applicant for having refused to pay a disputed personal debt to P, his former domestic employee holding a G-5 visa, a refusal which was justified because he had a counter-claim against P. Even if he were so authorized, he had failed to notify the Applicant of the investigation and allegations, as required by Staff Rule 8.01.

13. The Respondent erred in concluding that the Applicant failed to meet his legal obligations under the employment agreement. There was no evidence to support the findings that the Applicant (i) had failed to meet certain tax and insurance obligations, (ii) had confessed that he had failed to pay a debt owed to his former employee, (iii) had paid his former employee at a rate below the minimum wage, and (iv) had had misrepresentations made on his behalf.

14. The Respondent abused its authority and discretion in concluding that there was misconduct and imposing disciplinary measures on the Applicant in the absence of any finding of "willful misrepresentation".

15. The EO's review and discussion of the Applicant's performance evaluation was unnecessary and amounted to an unwarranted violation of the Applicant's privacy.

16. Given the EO's determination that the Applicant did not lie to the U.S. Consul and the Appeals Committee's opinion that the Applicant had been negligent in drafting the employment agreement, the disciplinary measures imposed on the Applicant were out of proportion to any proven misconduct. Moreover, some of the disciplinary measures were not authorized under Staff Rule 8.01.

17. The Applicant made the following pleas:

- (i) annulment and vacation in their entirety of the Respondent's finding of misconduct and the disciplinary measures, including but not limited to:
 - (a) denial of G-5 benefit;
 - (b) written reprimand for failure to live up to the employment contract with his former employee;
 - (c) written warning that any future infractions relating to G-5 or any other Bank privileges or benefits will lead to further disciplinary action, and possibly termination;

- (d) warning that any further problem with any benefit or the like would lead to additional disciplinary action up to and including possible termination; and
- (e) denial of salary increase resulting from the 1992 Salary Review Exercise;
- (ii) payment of compensation equal to the salary increase resulting from the 1992 Salary Review;
- (iii) a finding that the Respondent abused its authority in reviewing and discussing the Applicant's Performance and Planning Review (PPR) which had no relevance to the subject matter of the investigation and an order that the Respondent pay to the Applicant nominal damages for the unwarranted and unreasonable violation of his right of privacy; and
- (iv) removal from the Applicant's personnel and staff records of all references to and documents relating to the disciplinary proceedings and measures; and
- (v) reimbursement of attorney's fees in the sum of \$4,285.00.

The Respondent's main contentions:

18. The Respondent properly applied the provisions of Staff Rule 8.01 by initiating an investigation of the Applicant's behavior, not only to explore P's claims but also to inquire whether the Applicant had damaged the reputation and integrity of the Bank by abusing the privilege of hiring a domestic on a G-5 visa by allowing the U.S. Consul to be deceived as to the actual terms of the employment agreement between himself and P.

19. The EO had sufficient evidence to support his findings of misconduct based on (i) the Applicant's having had misrepresentations made to the U.S. Consul; (ii) the Applicant's failure to satisfy social security and tax obligations; (iii) the Applicant's failure to pay his debt to P; and (iv) the Applicant's failure to pay P the minimum wage.

20. The Respondent complied with the procedural requirements of Staff Rule 8.01. The Applicant was notified that the charges brought by P were being investigated and was given the opportunity to respond to these charges in great detail. Furthermore, the EO was the person authorized to conduct an investigation into P's allegations of the Applicant's unethical behavior.

21. A finding of misconduct did not require that the Applicant be proved to have been "willful" in the misrepresentation he had made to the U.S. Consul.

22. The Applicant's privacy was not violated by the Respondent's consideration of the Applicant's performance history.

23. The disciplinary measures imposed upon the Applicant were neither disproportionate to his misconduct, nor unauthorized under Staff Rule 8.01.

Considerations:

24. The first issue arising from this application involves a dispute about a personal debt of the Applicant to his employee. The question is whether the non-payment of such a debt can lawfully furnish cause for disciplinary or other action by the Respondent. The problem arises from the facts that (i) a female employee of the Applicant complained to the Bank that the Applicant had not repaid a loan which she claimed to have made to the Applicant and (ii) the Bank has thought it proper to deal with this matter as one affecting the Applicant's service within the Bank.

25. Concerning this issue there is quite obviously a need to distinguish clearly between matters of a private nature and matters which pertain to the domain of official duties and conduct. In this connection a specific and important problem of interpretation of paragraph 3.01 of Staff Rule 8.01 has been raised by the Applicant. The paragraph reads as follows:

Disciplinary measures may be imposed when personal or professional misconduct occurs, when such behavior adversely reflects upon the reputation or integrity of the Bank or IFC, or when a staff member fails to observe the duties of employment. Conduct for which disciplinary measures may be imposed includes, but is not limited to:

- (a) failure to observe Principles of Staff Employment, Staff Rules, and other duties of employment (e.g., failure to observe Bank and IFC health and safety regulations or personnel information policies established in Personnel Manual Statement 4.015, "Personnel Information Policy," or Rule 2.01, "Confidentiality of Personal Information," when it becomes effective; failure to observe Bank and IFC official information policies established in Rule 3.02, "Confidentiality of Official Information," when it becomes effective; unauthorized use of Bank or IFC electronic data bases; abuse of authority; the condonation or willful failure to disclose knowledge of the misconduct of other staff members; willful neglect of duty; absence from duty without justifiable cause);
- (b) acts or omissions in conflict with the general obligations of staff members set forth in Chapter Three of the Principles of Staff Employment and Rules implementing it (Personnel Manual Statement 1.00, or Rule 3.01, "Outside Activities and Interests," when it becomes effective);
- (c) unlawful acts (e.g., theft, fraud, felonious acts, use or possession of illegal drugs); and
- (d) other misconduct (e.g., physical assault; harassment on the basis of race, color, sex, sexual orientation, or national origin; willful misrepresentation of facts intended to be relied upon).

The Applicant questions the Respondent's authority to take disciplinary action under this paragraph in relation to the refusal of a staff member to pay a disputed personal debt.

26. The answer to this problem is found firstly in Principle of Staff Employment 3.3 which provides:

Staff members shall enjoy, in the interests of their Organizations, privileges, immunities, and facilities to which the Organizations, their officers and employees are entitled under their respective Articles of Agreement or other applicable treaties or international agreements or other laws. Such privileges, immunities, and facilities shall not excuse staff members from the performance of their private obligations or from the due observance of the law. Having regard to the particular circumstances, the Organizations may decide whether, in the interests of the Organizations, an immunity shall be waived or invoked.

This Principle distinguishes between official conduct and private obligations. While the former is subject to immunity from civil jurisdiction, private obligations are not. In particular, the possession of privileges and immunities does not excuse staff members from "the performance of their private obligations or from the due observance of the law."

27. Consistent with the Principle of Staff Employment cited above, paragraph 3.01 of Staff Rule 8.01 further elaborates upon the matter by establishing the appropriate standard for separating private from official conduct. Private conduct may come under this paragraph only if it reflects adversely upon the reputation or integrity of the Bank. It follows that, if this requirement is not met, a disputed personal debt must be regarded as a private matter which as such does not come under the disciplinary jurisdiction of the Respondent. Since personal debts cannot be regarded as consequences of acts performed by employees of international organizations in their official capacity and falling within their functions, staff members are not, in respect of such debts, immune from suit and legal process and therefore disputes relating to their settlement will be within the jurisdiction of ordinary courts of law. Although paragraph 3.01 of Staff Rule 8.01 does not refer expressly to personal debts this does not prevent the application of the Rule in all circumstances as the Applicant seems to believe. Personal misconduct is included in the Rule and this concept may cover the failure to pay debts if the situation falls within the criterion mentioned above. Furthermore, the various forms of misconduct mentioned in this Rule are only examples, expressly "not limited to" the matters described.

28. Whether a specific situation involving a personal debt may be brought under Staff Rule 8.01 will of course require determination by the Respondent on a case by case basis. To this end the Respondent should normally initiate an investigation in order to determine whether the evidence available supports a finding that the

standard of Rule 8.01 has been satisfied and that the personal conduct in question adversely reflects upon the institution.

29. The existence of an unpaid debt of the Applicant to his former employee is a well established fact in the present case. The express admission of the Applicant confirms beyond doubt that such debt was outstanding at the time when disciplinary measures were imposed, although he raised a counterclaim against his former employee. However, the record does not provide any evidence that this debt in any way reflected adversely upon the reputation and integrity of the Bank. It was a private matter between the Applicant and his former employee, as was the question of the counterclaim. Nonetheless, as will emerge from the examination that follows, disciplinary measures were justified by other elements in this case.

30. The complaint of P about the debt was coupled with a complaint about the non-fulfillment of the contract of employment she had made with the Applicant. This contract was made in compliance with the requirements laid down by both the Respondent and the United States Consular Officer in Dar es Salaam in connection with the use of the privilege of obtaining a G-5 visa. In fact, a staff member wishing to make use of this privilege must obtain the appropriate forms and explanations from the Bank's Visa office, including a sample employment contract and information on minimum wage requirements. The contract of employment negotiated on this basis is then submitted to the said Visa office which requests the U. S. Consular Officer to issue a visa. That officer reviews the contract before deciding whether to issue a visa. This review is related not only to the formal aspects of the contract but also to its substance, particularly to the observance of minimum wage regulations. All the required steps were taken in the present case. A question was raised by the Consular Officer, however, as to the appropriateness of the amount of the wages to be paid under the contract of employment. It is in this context that the question of a misrepresentation arose.

31. The Applicant's conduct in regard to the granting of a G-5 visa has an impact on the Bank's interests. As also stated by Principle of Staff Employment 3.3, privileges and immunities of staff members are established "in the interests of their organizations." It follows that staff members must avoid any kind of abuse of their privileges. The visa privilege is linked to the status of a staff member and the Bank's role is not limited to a rather mechanical certification of this status. Employment with the Bank is the sole and specific legal source of the Applicant's entitlement to any of the two types of visas involved in this case. The Respondent is therefore right in not regarding the hiring of a domestic employee on a G-5 visa as a purely private matter and in monitoring the use of such a privilege.

32. In spite of the Applicant's contention to the contrary, the Tribunal finds that a misrepresentation was made by him to the United States Consul. The contract of employment between the Applicant and P was amended so as to state a weekly wage which he had no intention of paying because in his view there was a prior oral agreement which governed his relationship with P. Whatever might have been the intention behind this act and the role of O as an intermediary, a misrepresentation undoubtedly took place. Any discussion about whether or not the misrepresentation was willful becomes unnecessary. Regardless of whether there was a malicious intention, a given result was sought and obtained by means of this representation. Moreover, it should also be noted that since the misconduct envisaged in Staff Rule 8.01 is broader than the examples given by way of illustration in paragraph 3.01 of the Rule, other forms of misrepresentation may also fall within the scope of the Rule. These other kinds of misrepresentation need not always have the element of willfulness which is referred to in letter (d) of that paragraph.

33. Given the clear wording of Principle of staff Employment 3.3 as to the nature of privileges and immunities and the seriousness of the abuse of such privileges, the Respondent could in no circumstances ignore the question of misrepresentation involved in this case.

34. The misrepresentation described above was followed by the failure of the Applicant to observe the minimum wage requirements which had been brought to his attention in good time by both the Bank and the United States Consul. The fact that P's contractual entitlement had not been fully paid at the time when disciplinary measures were imposed has been adequately substantiated in the findings of the Ethics Officer. However, in this regard the distinction made above in relation to private matters is also applicable to a situation

of contractual performance such as this one. The Bank is fully justified in looking into the claim made by P insofar as the compliance with minimum wage requirements is concerned, since the failure in this case to comply with the law and the instructions given to the Applicant by the Bank in implementing its arrangements for seeking visas resulted in an adverse reflection upon the reputation or integrity of the Bank, particularly in its relations with the host country. However, the Bank cannot become involved in the adjudication of disputes concerning unpaid salaries above and beyond the question of minimum wage requirements since this would be to substitute itself for ordinary courts of law.

35. Although the precise calculations about unpaid salaries made by the Ethics Officer in this case were disputed by the Applicant, the Respondent's determination that the wages actually paid fell well below the mandated minimum is fully supported by the facts.

36. A question about compliance with social security tax requirements has also been raised in this case. The issue here is not whether the Applicant paid social security taxes, for indeed payments were made, albeit belatedly, but whether there was negligence in making the necessary reports to the host State authorities. It is well established that the Applicant took a long time to correct errors in his reports in spite of repeated requests by the Bank to do so, thereby evidencing a kind of conduct which was not quite in line with the necessary observance of the host State's requirements. To this extent also, Principle of Staff Employment 3.3 was not properly observed by the Applicant.

37. The Applicant has also argued that the consideration of the Applicant's Performance and Planning Review (PPR) in the course of taking disciplinary measures was irrelevant. The Tribunal rejects this argument. It is reasonable that in a case of this complexity all relevant factors be taken into consideration and the Applicant's performance was relevant because it provided an indication of the working relationship between the staff member and the Bank. Paragraph 4.01 of Staff Rule 8.01 mandates that in imposing disciplinary measures the Respondent must take into account, among other aspects, "the situation of the staff member." To this end the officers in charge of the investigation have a right to see a staff member's PPR. Taking the PPR into consideration might have a negative impact, where, for example, there has been unsatisfactory performance over a period of time. But, on the other hand, it might also have a positive impact favoring the Applicant. In fact, it appears that in this case the impact was positive because consideration of the PPR led the Respondent to reject the alternative of termination which was at one point discussed.

38. Nor does the Tribunal accept the argument that the Applicant's right of privacy was compromised by the fact that his PPR was considered when disciplinary measures were taken. Performance reviews are intended to serve institutional objectives and, particularly, the improvement of performance so as to achieve the goals of the organization. In this regard, while the PPR may be protected by confidentiality, it cannot be considered a document protected by the right of privacy in the context of the Respondent's disciplinary decisions. The Respondent will have the corresponding obligation of not allowing any misuse of such confidential information, for example by protecting the Applicant from having a PPR disclosed to third parties, but this is not alleged to have happened in this case.

39. As to the disciplinary measures imposed, the Tribunal concludes that the only valid grounds for the imposition of such measures in this case were the Applicant's misrepresentations in connection with the visa application, his failure to pay a salary in keeping with the applicable minimum wage laws and his failure accurately to file reports relating to social security taxes.

40. The Tribunal now turns to the question whether the disciplinary measures imposed are among those listed in paragraph 4.02 of Staff Rule 8.01. The Applicant challenges the Respondent's authority to issue a warning to the Applicant and to reduce his salary. The Tribunal concludes that in the circumstances of this case a warning can be regarded as a kind of censure, a measure which is indeed expressly referred to in paragraph 4.02(a). In any event, a warning certainly falls within the inherent powers of any administration as a means of dealing with disciplinary matters. The loss of salary increase for 1992 in the circumstances of the present case is a reduction in pay within the meaning of paragraph 4.02(g), as then written. The Tribunal, therefore, has not found any incompatibility between the disciplinary measures imposed and Staff Rule 8.01.

41. The Tribunal must also consider the issue of the proportionality of the disciplinary measures imposed and the Applicant's contention that they were excessively severe. The Tribunal undoubtedly has authority to determine the proportionality of sanctions (Gregorio, Decision No. 14 [1983], Singh, Decision No. 105 [1991]). The issue of proportionality arises, in particular, in relation to the loss of salary increase resulting from the 1992 Salary Review Exercise. Given the nature of the misrepresentation made to the United States Consul and subsequent events constituting the misconduct, and particularly the fact that there appears to have been no malice on the part of the Applicant, the loss of salary increase is proportionate to the misconduct only insofar as its effects are strictly confined to 1992, but not to the extent that this measure will have any cumulative effect over subsequent years, e.g., in relation to the level of the Applicant's salary, to the calculation of his pension and to any other benefits. This conclusion is further justified by the fact that the Applicant has now settled all differences with P, paid her in full and corrected the tax reports, having thus taken the necessary action to reestablish good order and to comply with the Respondent's requirements.

42. The other measures imposed by the Respondent cannot be regarded as disproportionate. The removal of the G-5 visa privileges, a written warning about the Applicant's handling of other privileges and benefits and a written reprimand as a response to both the misrepresentation to the U.S. Consul and the dealings with P are proportionate measures given the various options available to the Respondent under Staff Rule 8.01. The same holds true of the order promptly to correct the social security reportings.

43. A number of procedural questions remains to be addressed by the Tribunal. The first such question concerns the authority of the Ethics Officer to initiate disciplinary proceedings, the Applicant having objected to this action on the ground that this officer does not qualify as a "designated official" pursuant to Staff Rule 8.01. The Tribunal concludes that the position of the Ethics Officer was created by the Bank precisely in order to deal with such questions of personal or professional misconduct as may adversely affect the organization. By his very existence the Ethics Officer is a designated official for the purpose of Staff Rule 8.01.

44. Another procedural issue raised by the Applicant concerns the observance of due process of law. In a recent decision the Tribunal summarized the essential elements of this process as being:

[T]he precise formulation of an accusation, the communication of the precise accusation to the Applicant, the giving to the Applicant of an opportunity to rebut in detail the specifics of the charge and the opportunity to invoke all pertinent factors.... (King, Decision No. 131 [1993], paragraph 53)

45. The record shows that, although the various stages of due process as applied in this case were not kept fully distinct, the essence of these requirements was sufficiently present in the conduct of the investigation and the ensuing action. The accusation of the Ethics Officer against the Applicant referred specifically to the three basic issues involved in this case, namely, the outstanding debt of the Applicant, the performance of contractual obligations and the misrepresentation to the United States Consul. The accusation was thus formulated in a sufficiently precise manner and the Applicant had ample opportunity to discuss all facts and to rebut the charges under investigation, not only orally but also in writing. The Ethics Officer reached his conclusions and made his recommendations only after all the necessary steps had properly been taken.

Decision:

For these reasons the Tribunal unanimously decides that:

- (i) all references and documents, or parts thereof, relating to the question of the disputed personal debt and to unpaid salaries above the applicable minimum wage requirements shall be removed from the Applicant's personnel and staff records;
- (ii) the decision to deprive the Applicant of his salary increase for 1992 shall be quashed to the extent that it may have consequences going beyond that year in relation to the determination of the Applicant's level of salary for the purposes of calculating his entitlement to salary increases in any subsequent year or his entitlement to pension or other benefits;

- (iii) the Respondent shall pay the Applicant costs in the amount of \$1,300; and
- (iv) all other pleas are dismissed.

A.K. Abul-Magd

/S/ A.K. Abul-Magd
President

C. F. Amerasinghe

/S/ C.F. Amerasinghe
Executive Secretary

At Washington D.C., October 14, 1994