

## Summary of HC v. IBRD, Decision No. 694 [2023]

The Applicant joined the Bank as an Extended Term Consultant and in 2019 was appointed to a three-year term appointment as an International Affairs Officer in the Bank's New York Office. In July 2021, the Applicant had an incident with a Colleague in which, according to the Applicant, the Colleague said, "[W]hy do you not listen to me? Because I am a man and from Afghanistan." The Applicant reported the incident to her Manager. The Applicant claimed that after discussing the incident with her Manager, her Manager turned on her. The Applicant stated that the stress from the perceived hostility from the Manager caused her to take sick leave in March, April, May and June of 2022. On 2 June 2022, the Applicant took sick leave and ultimately transitioned to Short-Term Disability benefits in June 2022. On 8 June 2022, the Manager emailed the Applicant and informed her of her intention not to renew the Applicant's term appointment, citing issues with the Applicant's availability and engagement, as well as current business needs of the New York Office. The Applicant challenged the non-renewal decision before the Tribunal.

The Applicant contended that the non-renewal decision was improperly motivated by her use of sick leave and by her attempt to address the issue with the Colleague. She claimed violations of due process related to the non-renewal decision. The Bank contended that the decision had a reasonable and observable basis because it was based on changed business needs of the New York Office which required a staff member with more climate and United Nations Sustainable Development Goals expertise than the Applicant had, and was also based on the Applicant's disengagement and unavailability. The Bank contended that the non-renewal decision was not improperly motivated, that the Applicant failed to establish a *prima facie* case of retaliation, and that she was afforded all due process rights.

The Tribunal recalled its jurisprudence with respect to non-renewal decisions and considered whether the non-renewal decision was an abuse of discretion. With respect to changing business needs, the Tribunal accepted that the business needs of the New York Office had changed, but found that the Bank did not determine whether the Applicant could meet those needs. With respect to the Applicant's disengagement and unavailability, the Tribunal found that these were performance issues which should have been addressed pursuant to the appropriate performance management mechanisms. The Tribunal therefore found that the non-extension decision was an abuse of discretion. The Tribunal next considered the Applicant's claims of improper motivation and found that the non-renewal decision was not improperly motivated by the Applicant's use of sick leave. Further, the Tribunal found that the non-renewal decision was not an act of retaliation for the incident with the Colleague and that the Applicant's claims in this regard were speculative.

The Tribunal then examined whether there were violations of due process in the case and found that there were. For instance, the Tribunal found that the Applicant was not given the performance management process in place under the Bank's rules and that this constituted a due process violation. The Tribunal also found that the Bank was not fair and transparent in respect of the Applicant's Talent Review, and, further, that the Bank failed to unambiguously inform the Applicant about its concerns with her continued employment.

**Decision:** The Tribunal awarded the Applicant nine months' net salary for the improper non-renewal decision, six months' net salary for violations of due process, and full legal fees and costs.

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)