

Summary of EY v. IBRD, Decision No. 600 [2019]

The Applicant challenged (i) the Bank's decision to make her employment redundant; (ii) the Bank's alleged retaliatory actions and hostile work environment; (iii) the Bank's alleged breach of the 2016 Mediation Agreement and the "informal" agreements that resulted from the 2013 and 2015 mediations; (iv) the release clause in the 2016 Mediation Agreement; and (v) the Bank's alleged discriminatory actions.

The Tribunal reviewed the record and was persuaded by the Bank's arguments that the new organizational structure in the Applicant's department and the resulting decision to make the Applicant's employment redundant had a legitimate basis. The Tribunal also found that the reorganization and the redundancy decision had followed due procedures. The Applicant claimed in this regard that, in making her employment redundant under Staff Rule 7.01, paragraph 9.02(d), the Bank had not complied with the procedures set forth in paragraph 9.03 of this Rule, which requires that, in selecting the staff member whose employment is redundant, the Bank takes several factors into consideration, such as performance, fungibility and voluntary separation.

Regarding the issue of performance, the Tribunal was satisfied that the selection processes launched by the Bank to recruit new managerial positions in the Applicant's department constituted the best method to compare the Applicant's performance to that of her colleagues. It further noted that the principles of "objectivity, transparency, rigor, diversity, and fairness" were observed in the selection processes. The Tribunal also found that the selection processes made it possible to assess the fungibility of the Applicant's skills and experience and conclude that the Applicant's colleagues were more fungible than the Applicant and better suited for the new managerial positions. The Tribunal further observed that the record supported the Bank's argument that the Applicant was given the choice to separate voluntarily but did not take it. Finally, the Tribunal considered that the Bank observed its obligation under Staff Rule 7.01, paragraph 9.06 to offer job search assistance to the Applicant.

The Tribunal examined the Applicant's claims of hostile work environment and retaliation. The Tribunal found that none of the incidents mentioned by the Applicant constituted evidence of a hostile work environment. With respect to retaliation, the Tribunal found that the Applicant has not shown a direct link between the Applicant's recourse to the Internal Justice Services and the decision to declare her employment redundant.

The Applicant had also complained that the Bank had breached the terms of the 2016 Mediation Agreement requiring her and her former supervisor to work together to improve their working relationship. The Tribunal held that this obligation had become moot. Moreover, the Tribunal held that the review of the Applicant's claim regarding the release clause in the 2016 Mediation Agreement was, therefore, unnecessary.

Finally, regarding the Applicant's claims of discrimination, the Tribunal found that the Applicant had failed to show that she was discriminated against on the basis of her gender, race, or nationality.

Decision: The Application was dismissed.