

Summary of Tange v. IBRD, Decision No. 607 [2019]

The Applicant challenged (i) the decision not to relocate him to Abidjan, Côte d'Ivoire, which resulted in his being denied a contract extension for a total of three years and additional compensation and benefits corresponding to the relocation, and (ii) the nonrenewal of his appointment.

The Tribunal found that the Bank promised the Applicant the Abidjan-based Senior Economist position with a three-year contract. The Applicant was promised that he would be relocated to Abidjan, after temporarily working in Togo for the first year due to the Bank's business needs in Togo. The Tribunal further found that, had the Applicant been relocated to Abidjan, as promised, he would have received the Localization Plus benefit. The Tribunal concluded that the Bank breached its promise to the Applicant since the Applicant was never relocated to Abidjan and his appointment was for two years instead of three years. The Tribunal was satisfied that the Applicant had proven detrimental reliance.

The Tribunal found that the Bank lacked a proper basis to conclude that the Applicant lacked the skills for his position, in the circumstances where the Applicant's performance was rated as "fully satisfactory" and the Supervisor admitted that there was no change in the requirements and job profile of the Applicant's position. Moreover, the Bank did not demonstrate that the Applicant lacked certain skills when, a year before, the Applicant had been successful in a competitive recruitment for a post where those very skills had been identified in the selection criteria and competencies. The Tribunal found that there was no reasonable basis for the nonrenewal decision.

The Tribunal affirmed the requirement to give reasons for the nonrenewal of a term appointment. In this case, the Applicant was not given a clear or consistent reason for the nonrenewal of his appointment, whether it was due to his lack of skills or performance issues. The Tribunal found that there was no notice to the Applicant that he lacked the skills to perform his job. The Tribunal was troubled by the fact that no notice was given to the Applicant, even though management had concluded, at a Talent Review, that the Applicant was a poor fit for his current position. The Bank's apparently serious concerns about the Applicant, especially the possibility of nonrenewal due to an alleged lack of skills, should have been brought to the Applicant's attention. The Tribunal found that the Bank did not accord the Applicant due process when it decided not to renew his appointment.

Decision: The Bank was ordered to pay the Applicant compensation in the amount equivalent to the difference between the FY18 GG level salary midpoint for Côte d'Ivoire and Togo, plus the FY19 GG level salary midpoint for Côte d'Ivoire, plus the Localization Plus benefit for FY19, for the breach of promise. The Bank was further ordered to pay \$20,000.00. As well, the Bank was ordered to pay one year's net salary based on the last salary drawn by the Applicant, for the improper nonrenewal decision. The Bank was ordered to pay the Applicant's legal fees and costs in the amount of \$25,886.50. All other claims were dismissed.