

Summary of D'Costa v. IBRD, Decision No. 594 [2018]

In her Application before the Tribunal, the Applicant contested (i) the Bank's refusal to pay her an Expiration Payment; (ii) the Bank's failure to provide accurate information regarding the Applicant's ending employment benefits; and (iii) the Bank's failure to respond to her numerous requests and calls for clarification regarding her ending employment benefits.

The Applicant, who had worked at the Bank under Coterminous and Term appointments for 10 years, contended that the Bank, through Human Resources (HR), had failed in its obligation to treat her fairly by providing her with misleading information regarding her entitlement to an Expiration Payment and by not responding to her requests for clarification. She also claimed that she relied to her detriment on the promise made by HR that she would receive an Expiration Payment equivalent to nine months of her salary at the end of her employment with the Bank.

The Tribunal held that under the Staff Rules, and the Bank's policies and procedures, the Bank had no obligation to pay the Applicant an Expiration Payment. The Tribunal also held that the evidence presented by the Applicant did not support her claim that the Bank, through HR, had unequivocally made a legally valid promise that she would receive an Expiration Payment at the end of her employment with the Bank. The Tribunal observed, nonetheless, that, prior to April 2017, HR was not clear in its communications with the Applicant regarding her eligibility for an Expiration Payment. In the absence of an express confirmation or denial from HR, the Applicant assumed that the information she received from HR was accurate. The Tribunal also observed that HR ignored the Applicant's requests for clarification in several opportunities. The Tribunal concluded that the Bank's failure to provide accurate information and to respond to the Applicant's requests for clarification regarding the Expiration Payment amounted to unfair treatment under Principles 2.1 and 9.1 of the Principles of Staff Employment, for which compensation was warranted. In awarding compensation, the Tribunal considered that the Bank had paid the Applicant compensation in the amount of two weeks of her former net monthly salary, upon the recommendation of the Peer Review Services Panel.

Decision: (1) The Bank shall pay the Applicant compensation in the amount of three months' salary, for the Bank's non-observance of Principles 2.1 and 9.1 of the Principles of Staff Employment; (2) The Bank shall contribute to the Applicant's legal fees and costs in the amount of \$6,000.00; and (3) All other claims are dismissed.