

Summary of FM v. IBRD, (Merits) Decision No. 643 [2020]

The Applicant challenged, *inter alia*, (i) the Bank's failure to implement its agreement to pay the Applicant in U.S. dollars (USD) in a timely manner; (ii) the placement of the Applicant on Short-Term Disability (STD); (iii) the non-confirmation of the Applicant's employment and the extension of her probationary period; (iv) the alleged mismanagement of the Applicant's career resulting in her constructive discharge; and (v) the decision of the Workers' Compensation Administrative Review Panel (ARP) to deny the Applicant's application for workers' compensation.

First, the Tribunal reviewed whether, as the Applicant alleged, the Bank failed to implement its agreement to pay the Applicant in USD and failed to make certain payments to the Applicant either at all or in USD. The Applicant's main contention concerned payment of her salary in USD from June 2016, and having reviewed the record, the Tribunal found that there was no evidence of any such agreement. The Tribunal further reviewed the record and found that the Applicant did not substantiate her claims that she did not receive all payments owed to her.

Second, the Tribunal held that the decision to place the Applicant on STD was reasonable and was triggered by the provisions of the Staff Rules following the Applicant's express request. At the same time, the Tribunal found that the Bank could have done more to reasonably accommodate the Applicant's health restrictions in enabling her return to work. In failing to do so in this case, the Bank did not treat the Applicant fairly as required by Principles 2.1 and 9.1 of the Principles of Staff Employment.

Third, the Tribunal held that the Bank acted consistently with the Applicant's contract of employment and terms of appointment in extending the Applicant's probationary period. Given that the Applicant performed work for only six months, the Tribunal found it reasonable for the Applicant's Practice Manager to extend the Applicant's probation rather than reach a hasty decision whether to confirm the Applicant's employment based on insufficient information on her performance *vis-à-vis* the Terms of Reference.

Fourth, the Tribunal dismissed the Applicant's assertion that her career was mismanaged and that she was constructively discharged. The Tribunal observed that there was no evidence of harassment by the Bank or its staff, or of a hostile work environment for the Applicant.

Finally, the Tribunal addressed the Applicant's claim that the ARP erred in denying the Applicant's workers' compensation claim. The Tribunal was satisfied that the conclusion reached by the ARP could be reasonably sustained, and it acted in accordance with the relevant rules and procedural requirements. Crucially, the Tribunal clarified that there are no grounds for distinguishing staff members requesting workers' compensation because of the nature of their recruitment. The principal legal issue is whether the Applicant's condition arose "out of and in the course of employment."

Decision: The Bank was ordered to (i) pay the Applicant compensation in the amount of \$28,000; and (ii) contribute to the Applicant's costs in the amount of \$4,000.

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