

## Summary of FP v. IFC, Decision No. 637 [2020]

The Applicant challenged (i) the IFC's decision not to renew the Applicant's appointment beyond 28 February 2019 in contravention of "the promised two-year contract extension, relocation, and continuation of Localization Plus benefits"; and (ii) the IFC's unfair treatment of the Applicant regarding the handling of his appointment extension and relocation.

In June 2017, the Applicant's Supervisor emailed the Applicant's Manager and Director seeking their decision regarding the Applicant's contract terms. The record contained email exchanges between the Supervisor, Manager, Director, and a Budget Analyst discussing the budget availability and business needs for extending the Applicant's appointment and relocating him. Following these exchanges, the Manager notified the Supervisor in writing that the Director had approved the Applicant's contract extension and relocation. This relocation would have maintained the Applicant's Localization Plus benefits. The Manager also instructed the Supervisor to inform the Applicant of the decision, and the Supervisor did inform the Applicant of the decision to extend his appointment and relocate his duty station.

Thereafter, the Director left the department, the Manager went on administrative leave, and the Supervisor went on disability leave.

The Applicant sought to initiate the process for extending his contract with the Acting Manager, who was unaware of the previous management's communicated decision to extend the Applicant's appointment and relocate him. The Acting Manager delayed taking action on the Applicant's contract and explained to the Applicant that she "was only supposed to be in this acting manager position temporarily." The IFC thereafter announced a Workforce Planning (WFP) exercise. As part of the IFC's WFP exercise, term appointment contracts expiring during the WFP period were not extended. Despite being promised an appointment extension and relocation, the Applicant was counted among those staff members whose contracts were expiring during the WFP period. The Applicant was informed that his contract would not be renewed.

The Tribunal found that the IFC is not relieved of its responsibility vis-à-vis the Applicant who was promised an appointment extension and relocation by his Supervisor acting within the scope of her apparent authority, if not actual authority, to communicate such promise.

The Tribunal further found that the lack of continuity in the handoff of managerial responsibilities to the Acting Manager resulted in unfair treatment of the Applicant in contravention of Principle 2.1 of the Principles of Staff Employment.

**Decision:** The IFC was ordered to (i) pay the Applicant compensation for the breach of promise in the amount equivalent to 14 months' net salary based on last salary drawn; (ii) pay the Applicant compensation in the amount equivalent to 10 percent of the level GG midpoint salary in Nairobi for fiscal years 2019 and 2020; (iii) pay the Applicant compensation in the amount of \$20,000.00, for unfair treatment; and (iv) pay the Applicant's 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)