

Summary of GC v. IBRD, Decision No. 650 [2021]

The Applicant challenged the Bank's decision not to extend her appointment and the Bank's failure to provide a reason for the non-extension.

The Tribunal first considered whether the non-extension decision was an abuse of discretion. The Tribunal considered that the record supported the Bank's assertions that a lack of funding and demand formed the basis for determining that a reduction in staff was necessary. The Tribunal observed, however, that the Bank's decision to effect the reduction of staff through non-extension of the Applicant's appointment also needed to be assessed in light of her pregnancy and maternity leave. In this regard, the Tribunal found that the Bank's justifications for the non-extension decision depended on facts inextricably tied to the Applicant's pregnancy and maternity leave.

The Tribunal noted that the Bank failed to acknowledge and account for pregnancy and maternity leave as the cause of the same facts it used to underpin its justification. The Tribunal considered that this approach indirectly and unfairly penalizes pregnancy and maternity leave. When faced with staff reductions, the Bank may choose not to renew the appointment of a person who is pregnant or on parental leave but must make this decision fairly and in good faith on the basis of factors other than those which are inextricably intertwined with the pregnancy or parental leave. The Tribunal considered that, but for the Applicant's pregnancy and maternity leave, the non-extension decision would not have been made as it was. Accordingly, the Tribunal found that the non-extension decision was an abuse of discretion.

The Tribunal next considered whether there was a violation of due process. In this respect, the Tribunal found that the failure to provide the Applicant with the specific and true reasons for the non-extension decision at the time the decision was communicated to her constituted a due process violation. The Tribunal also found that the Bank failed to adequately inform the Applicant of any potential problems concerning her position. Finally, the Tribunal noted that, while the Bank may choose not to renew or extend the appointment of a person who is pregnant or on parental leave, when such decisions are made, the interests of fairness require that every effort be made to respect the entitlement of parental leave. The Tribunal concluded that, by effectively shortening the Applicant's notice period to three months in light of her maternity leave, the Bank failed to provide her with sufficient notice of non-extension.

Decision: The non-extension decision was rescinded, and the Bank was ordered to (1) convert the Applicant's Short-Term Consultant (STC) contract to a one-year term appointment in the same or similar position as her last term appointment; (2) pay the Applicant two years' net salary, minus any payments received during the Applicant's STC appointments following the end of her term appointment; (3) pay the Applicant six months' net salary to account for lost benefits and medical expenses; (4) pay the Applicant six months' net salary for the violations of due process in making the non-extension decision; and (5) pay the Applicant's legal fees and costs in the amount of \$30,418.75. All other claims were dismissed.

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.