

Summary of DJ v. IFC, Decision No. 536 [2016]

The Applicant was a Short Term Consultant (STC) in the Insurance Services Group of the IFC. He applied for an open Insurance Officer position in his unit and disclosed his marriage to a male Bank staff member on the application for the position. The Applicant claimed that his manager discovered his sexual orientation through his job application, and that subsequently, she made a discriminatory comment about his marriage when speaking to a staff member from another unit. The Applicant reported his manager's alleged discrimination to the Office of Ethics and Business Conduct (EBC). He claimed that his manager subsequently retaliated against him by giving him less work. After EBC completed its investigation, the Vice President of Human Resources (HRVP) found no misconduct committed by the Applicant's manager.

The Applicant also alleged that the selection process for the Insurance Officer position was unfair and procedurally improper. He challenged the selection process and the non-selection decision before PRS, and PRS dismissed his claims on the basis that they were not filed in a timely manner.

The Applicant's contract was not extended. He claimed that after the non-extension of his contract, staff members in the unit unlawfully manipulated his email account. He requested that EBC open a new investigation with regard to the alleged unlawful manipulation of his email account, but EBC closed the matter because it found no factual basis to support his allegations.

Before the Tribunal, the Applicant challenged the following alleged decisions: (i) the non-renewal of his contract; (ii) the disclosure of confidential personal information about him; (iii) harassment and discrimination on the basis of sexual orientation; (iv) retaliation; (v) failure of senior management, Human Resources, and EBC to protect him from further discrimination and retaliation; (vi) unlawful manipulation of his email account; and (vii) non-selection for an Insurance Officer position.

The IFC filed preliminary objections to the Applicant's claims. The IFC argued that the Applicant did not exhaust remedies for the following claims because he did not allege them before PRS, and that the following claims were not filed in a timely manner: (i) disclosure of confidential personal information; (ii) harassment and discrimination on the basis of sexual orientation; (iii) retaliation; and (iv) failure by senior management, Human Resources, and EBC

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

to protect him. The IFC claimed that the Applicant did not allege the claim of unlawful manipulation of his email account before PRS, and that his claim of non-selection for the Insurance Officer position was not filed in a timely manner.

Regarding the IFC's preliminary objections relating to exhaustion of remedies, the Tribunal held that the claims were properly before the Tribunal because the Applicant could come to the Tribunal without going through PRS, given that his claims related to misconduct and fell under Staff Rule 9.03, paragraph 6.04(d). The Tribunal did not find that the claims at issue were not filed in a timely manner. Regarding the IFC's preliminary objection to the Applicant's claim challenging his non-selection to the Insurance Officer position, the Tribunal held that the Applicant did not exhaust remedies in a timely manner because he filed his Request for Review with PRS more than 120 days after he was notified of the non-selection decision, and thus, the claim was inadmissible.

The Tribunal dismissed the IFC's preliminary objections, except for the objection relating to the claim challenging the non-selection for the Insurance Officer position. The Tribunal awarded the Applicant attorney's fees in the amount of \$4,000.