

## Summary of Atkinson v. IBRD (Preliminary Objection), Decision No. 628 [2020]

The Applicant challenged (i) “the improper termination of her contract as a retaliatory measure”; (ii) the denial of her due process rights as a result of not being provided “the real reasons” for her termination; (iii) the decision “not to renew her contract for a 3-5 year term”; and (iv) “abuse of power and authority [...] by failing to address the Applicant’s many complaints of ongoing harassment [...] and failing to protect her from such behaviors.” The Bank filed a preliminary objection to the Applicant’s claims.

The Tribunal examined whether the Applicant was required to bring her non-renewal of contract claim to Peer Review Services (PRS) before filing it with the Tribunal. The Tribunal addressed the usage in Staff Rule 9.03, paragraph 7.03, under which staff members can bypass PRS for certain claims, of the phrase “decision to terminate [...] employment.” In this regard, the Tribunal noted that the Staff Rule does not provide a list of which decisions constitute termination decisions. The Tribunal noted that under the ordinary meaning of the word “terminate,” a decision not to renew or extend a term appointment terminates a staff member’s employment because it brings an end to that appointment. The Tribunal observed that the Bank itself uses the language of “termination” in the context of non-renewal both in its standard letter of appointment for term contracts, as well as in automated reminder emails that Human Resources sends to managers so that they can renew the appointments of staff members in their unit, if they wish to do so.

In addition, the Tribunal examined its prior jurisprudence and noted that the Tribunal has previously indicated that staff members do not need to bring their non-renewal claims to PRS before filing them with the Tribunal. The Tribunal also observed that the Bank has failed to consistently object to non-renewal claims that were not brought before PRS in previous cases.

The Tribunal confirmed its prior jurisprudence in interpreting Staff Rule 9.03, paragraph 7.03, that permits applicants the option to submit non-renewal claims directly to the Tribunal without bringing them before PRS first but stated that if staff members elect to go through PRS first, they must exhaust the PRS process through compliance with its rules. The Tribunal held that it has jurisdiction over the Applicant’s non-renewal claim.

With regard to the Applicant’s discrimination and harassment-related claims, the Tribunal noted that the Applicant had offered on her own initiative to submit medical records to the Tribunal *in camera* to show that there were exceptional circumstances in her case. The Tribunal provided the Applicant an extension to submit her medical records, and her deadline for submitting those records was after the Tribunal’s session. The Tribunal decided that during its next session, it will adjudicate the Bank’s preliminary objections to the Applicant’s allegations of harassment and discrimination, as well as the Applicant’s non-renewal claim and any of her discrimination and harassment claims that it finds jurisdiction over, on the merits.

**Decision:** The Bank’s preliminary objection to the Applicant’s non-renewal claim was dismissed. The Bank was ordered to pay the Applicant’s legal fees and costs in the amount of \$10,000.00 for the preliminary objection phase of the proceedings.

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)