

Summary of FC v. IBRD, Decision No. 615 [2019]

The Applicant claimed that (i) “she was subjected to sexual harassment in violation of Bank policies”; (ii) the investigation by the Office of Ethics and Business Conduct (EBC) was neither fair nor impartial; and (iii) her contract was terminated in retaliation for opposing her Supervisor’s sexual advances and she was not given proper notice about the reason for the termination.

The Tribunal found that the Bank promptly addressed the Applicant’s allegations of misconduct by opening an investigation and conducting it within a reasonable period, and kept the Applicant updated about the progress of the investigation. Having reviewed the EBC investigative report, including the exhibits thereto and the Supervisor’s response to the draft investigative report, the Tribunal upheld the Bank’s finding that there was insufficient evidence that the Supervisor coerced the Applicant into a sexual relationship or otherwise engaged in a *quid pro quo* arrangement. However, the Tribunal noted that it did not condone the Supervisor’s behavior in engaging with the Applicant and considers that his behavior was absolutely not appropriate.

With respect to EBC’s investigation, the Tribunal found that there was nothing in the investigative report that showed a lack of objectivity on EBC’s part. However, in this case, EBC could have made a greater effort to interview more than one witness. In cases of sexual harassment where direct evidence is difficult to obtain, circumstantial evidence such as accounts to third parties at the time of the events in question becomes especially important. In this case, EBC could have more carefully assessed the evidence that the Applicant claimed was falsified due to her email and Skype accounts being hacked. The Tribunal observed that, in the investigative report, EBC drew inferences about the Applicant’s credibility based on evidence that it subsequently purported not have relied upon.

The Tribunal underscored the importance of assuring staff that any evidence they offer will be fairly considered by EBC and that EBC will be open to evidence that may support a complainant’s allegations. The Tribunal also emphasized the importance of specialized training for EBC investigators and a specialized training for supervisors and STCs. The Tribunal encouraged EBC to be sensitive to a complainant’s situation and to reflect this in the way the investigation is conducted as well as in the investigative report.

Regarding the non-renewal of the STC contract, there was no evidence that the Applicant reported or threatened to report the Supervisor’s alleged misconduct prior to the expiry of her STC contract. On this basis, the Tribunal concluded that the record did not contain a *prima facie* case of retaliation. Instead, the decision not to renew the Applicant’s contract was properly motivated by lack of funding and the end date of the project for which the Applicant was hired. Considering the Applicant had been employed with the Bank for less than six months, on two consecutive contracts, for thirty and twenty days, respectively, the Tribunal found that two months’ notice was reasonable for the Applicant to make the necessary arrangements.

Decision: The Bank was ordered to contribute to the Applicant’s legal fees and costs. The Application was otherwise 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