

## **Sekabaraga v. IBRD, Decision No. 494 [2014]**

In March 2009, the Applicant joined the Bank as an Extended Term Consultant in the Africa Region's Health Systems Strengthening Hub. His duty station was Nairobi, Kenya. In March 2011, he accepted a one-year Term Appointment as a Senior Health Specialist, Level GG. In March 2012, his one-year Term Appointment was extended for another year. On 27 March 2013, the Applicant's Term Appointment with the Bank came to an end.

In his Application, the Applicant sought a public apology and a commitment to fight discrimination in the Bank from staff members involved in alleged acts of discrimination, harassment, retaliation and insults. He alleged that he, along with two other colleagues, suffered treatment designed "to make [their] work difficult and [to] discourage" them from continuing to work for the Bank. He sought reinstatement to the Bank's employment or, alternatively, \$4 million

compensation (with a request that staff involved in the alleged acts contribute 10% of their salaries to the payment of compensation awarded.) The Bank raised a preliminary objection to the admissibility of the majority of the Applicant's claims. This judgment addressed that objection.

Having regard to Article II of the Tribunal's Statute, the Tribunal concluded that, since the Applicant filed his PRS Request for Review on 15 October 2012, those of his claims which: (i) arose out of events occurring prior to 17 June 2012; or (ii) which arose after 17 June 2012 but in respect of which the Applicant had not exhausted internal remedies available with the Bank Group, were inadmissible. In accordance with the same reasoning, the Applicant's following claims were admissible: (i) his claims in relation to the 26 September 2012 decision not to shortlist the Applicant for the position of Sector Director, HDNHE; (ii) his claims in relation to clearance for mission travel to Rwanda on 7 September 2012 and Kenya on 8 October 2012; and (iii) his claims in relation to alleged unequal treatment in the allocation of his duty station in June 2012. Each of these claims arose out of events that occurred after 17 June 2012 and had been submitted for review by PRS within the prescribed limitation period.

The Applicant's claim that the Bank's decision not to renew his Term Appointment was retaliatory was also admissible. The Applicant stated that he received notice his contract

would not be renewed on 27 December 2012. On this basis, the non-renewal claim in his February 2013 application had been filed in a timely manner.

The Applicant contended that he referred to certain other incidents as supporting “arguments” rather than “claims” in themselves. The Tribunal recalled that it had rejected the notion that incidents inadmissible as claims may be incorporated into present proceedings as “background evidence.” Accordingly, the Applicant was directed to focus his submissions on establishing his case in relation to the specific claims found to be admissible on the merits.

The Tribunal observed that EBC is the unit with the primary mandate and the resources to review allegations of retaliation, and review by EBC could make an important contribution to a proper consideration of the often complex factual background against which retaliation is alleged. The Tribunal noted that, in appropriate cases, the Tribunal may suspend proceedings before it to allow for review of retaliation claims by EBC.