EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS

APPEALS BOARD

Decision in Case No 17

X vs. ECMWF

The Appeals Board of the European Centre for Medium-Range Weather Forecasts,

comprising

Michael Groepper,
Hélène Ruiz-Fabri,
Michael Wood,

Assisted by Susan Madry, Secretary of the Appeals Board,

Having heard

The Claimant: X,
Assisted by M^{e} Bertrand Repolt, Avocat au Barreau de Paris**,**

and

The Respondent: The European Centre for Medium-Range Weather Forecasts, represented by its Director-General, Dr Florence Rabier,
Assisted by Dr Laszlo Ziegler LL.M., Senior Legal Officer,

And having considered

- The Claimant's Appeal of 25 July 2024,
- The Respondent's Comments of 4 September 2024,
- The Claimant's Reply of 18 October 2024,
- The Respondent's Rejoinder of 13 November 2024,

On 27 November 2024, without an oral hearing, has agreed on the following decision:

I. Facts

1 1. The Claimant challenges the Centre's decision not to renew or extend her contract of employment.

2 She was employed as a Staff Member of the Centre on 1 September 2022 as a Scientist for the project "Destination Earth" in the Forecast and Services Department of the Centre on a short-term contract which was funded from the first phase of "Destination Earth" on behalf of the European Commission. In clause i) it was stipulated:

"*Duration and Termination of Contract*

This contract will take effect on 01 September 2022 for a period of 1 (one) year and 9 (nine) months until 31 May 2024, unless previously terminated in accordance with the provisions of the Staff Regulations.

The DestinE [Destination Earth] *Contribution Agreement is divided in phases, the first of which is due to end 31 May 2024. The Centre is therefore required to contract initially for the same period. Extensions will be offered subject to requirements and the availability of funding beyond the initial phase*."

4 Since funding from the first phase of Destination Earth was not available for the Claimant's post after the expiration date of the Claimant's contract, her line manager A informed her on 13 December 2023 that there was no funding available to extend her contract beyond 31 May 2024 and that, therefore, her role would not continue into the next phase of Destination Earth.

5 In January 2024, the Claimant applied for several other positions at the Centre. She was shortlisted and interviewed for one of those positions but was ultimately unsuccessful in the selection process for any of them.

6 On 12 April 2024, the Claimant met with her new line manager, B, and her former line manager, now her second-level manager, A, and discussed an extension of six months to complete work that she had yet to finish. However, both managers explained that no extension of her contract was possible. This was again confirmed to the Claimant by an e-mail of 23 April 2024 from A. In a further meeting on 15 May 2024, the Head of Human Resources, D, A, and the Director of Destination Earth, C, again explained to the Claimant the non-extension decision and its reasons.

7 2. On 29 May 2024, the Claimant sent an e-mail containing "*a formal appeal*" per "Art. 39" of the Staff Regulations to the Head of Human Resources, D. On 6 June 2024, D informed the Claimant that an appeal to the Appeals Board must be sent to the Appeals Board Secretary, and appeals are only admissible if the Centre's dispute resolution procedures have been exhausted in accordance with Art. 39.3 of the ECMWF Staff Regulations. D proposed to either forward the e-mail dated 29 May 2024 to the Secretary of the Appeals Board or, alternatively, to interpret the Claimant's e-mail as a complaint to the Director-General in line with the Centre's procedure for the review of administrative decisions. On 12 June 2024, the Claimant consented to the latter proposal.

8 3. On 9 July 2024, the Director-General rejected the Claimant's complaint as time-barred. She explained that the decision not to renew the Claimant's contract beyond the end of May 2024 had been communicated to the Claimant on 13 December 2023. The 20-day deadline to complain against that decision had ended on 15 January 2024. Even if the written communication from A sent on 23 April 2024 had been a decision different from the one communicated by A to the Claimant on 13 December 2023, the 20-day deadline to complain against that decision would have ended on 24 May 2024; thus, her complaint would also have been time-barred.

9 4. The end of May 2024 was the deadline for closing all expenditures related to the first phase of the Destination Earth – the budget from which the Claimant's post was funded. The post of the Claimant was consequently suppressed as of 1 June 2024.

10 5. On 25 July 2024, the Claimant lodged the present appeal.

11 6. The Respondent has confirmed that the Claimant is currently on sick leave and her separation from the Centre will not become effective during her authorized sick leave under Art. 12.3 of the ECMWF Staff Regulations.

II. The Claimant's position

12 The Claimant submits:

13 1. In the meeting of 13 December 2023, during which the decision not to renew her contract for the second phase of Destination Earth was announced, she was informed that her current role would be adapted to the new team to which she had been transferred after the reorganization and that she would have to reapply internally for the new vacancy, referenced VN24-05. She applied on 24 January 2024, was shortlisted, and was interviewed on 22 March 2024, but was informed on 5 April that she had not been selected for the new position. She received notice of her departure on 11 April 2024.

14 On 12 April 2024, she spoke to her current line manager, B, and her second-level manager, A, to request a six-month extension to complete her current work in hand (simulation and programming as well as organisation of a session for the conference EMS in September). She understood that this matter had been discussed with C (Director of Destination Earth, holder of a budget and responsible for her matrix management), who had replied in the negative. So, she also contests the non-acceptance of the six-month extension to complete her work and take the remaining 10 days of annual leave, which she was unable to take because of the last-minute assignments she had from 24 to 30 April and 22 May, reading and reviewing deliverables as well as writing a report.

15 Exhaustion from work requests as well as discrimination and exclusion from numerous professional activities and internal seminars, interviews, announcements, and events, led her to burnout and depression, from which she is still recovering. Her sick leave started on 27 May 2024.

16 2. As to the admissibility of the appeal, the Claimant contends that although her contract effectively ended on 31 May 2024, she has never been notified of any decision in this regard. Precisely, if a decision to terminate her contract has indeed been taken, since she does not work anymore for the Centre since 31 May 2024, such decision has never been notified in writing to her before that date. While her contract stipulates that any termination of her contract requires a 3-month written notice, she was not given any such notice. Neither the e-mail that she received on 11 April 2024 by which she was informed that her current contract was due to expire on 31 May 2024, nor the e-mail of 23 April 2024 which she received from A confirming "that no further extension of your employment

contract beyond its current end date is possible" can be read as the written notice which the appointing authority shall give before terminating the Claimant's contract, as it did not come from the appointing authority, was not sent three months before the termination of the contract, did not inform the Claimant about a possible or impossible renewal of her contract, did not mention any one of the possible reasons that may ground a refusal of extension or renewal (the continued duration of the project, external or internal, or special programme as applicable, and the continued availability of funding), and appears to be a confirmation of a previous decision that has never been notified in writing to the Claimant. Thus, the contract's termination procedure was not followed. In the absence of a written decision and notification thereof, the 20-day period never began to run. So, she could write to the Director-General requesting that the decision of her contract termination be withdrawn or modified without any time limitation.

17 In addition, the Claimant's appeal states all grounds which she had put forward.

18 3. As to the merits, the decision to terminate her contract is not grounded. According to the applicable rules (Articles 1.2 and 5.2 of the Staff Regulations), a short-term contract may be extended or renewed depending on the continued duration of the project (external or internal) or special programme, as applicable, and the continued availability of funding. It may be extended for up to six months if necessary to finalise work related to the project and ensure an orderly completion of activities subject to the availability of funding.

19 The reasons why extensions and renewals may not be granted are listed exhaustively in the Staff Regulations and the Claimant's contract, namely

- end of the project;
- no availability of funding;
- no need to finalise work related to the project and to ensure an orderly completion of activities.

20 None of these reasons were given and justified to the Claimant. Her position has been opened and another person (E) has been recruited. In the end, the Centre simply hired another person to replace the Claimant, while the funds are available, and the project goes on.

21 4. Furthermore, the decision went against the Claimant's legitimate expectations. In the e-mail of 29 May 2024, the Claimant stated that a catch-up meeting took place between A, D and herself. The Respondent refers to this meeting as "early notice". This, however, is invalid for two reasons: firstly, it was not provided "in writing", and secondly, the purpose of the meeting was to inform the Claimant that her position was being transferred to the new team with the suggestion that she reapply for the same vacancy in another team to which she had been transferred. The Claimant understands that the project she had been working on was to be continued in phase II and that she was encouraged to apply internally to vacant positions. She had been told that she had to change teams because of the reorganisation; that the new application would be a simple formality. All staff members who were working on the Destination Earth project were notified that their contract had been automatically renewed even though they were changing teams. When the Claimant realised that she was the only one suffering this

peculiar situation, i.e., no notification of termination and no extension or renewal offered, she started asking upper management about what would happen to her position in the future. To clarify the meeting from 13 December 2023, she requested a chat with her superiors A and E on 18 January 2024 to inform them of her confusion: her contract was not renewed, whereas others in Destination Earth had received written confirmation of their extensions. She was still facing an uncertain situation. During this period, she focused on job applications and was concerned about her role in the new team. Although she had received positive and optimistic feedback regarding her profile and competences, nothing was confirmed in writing. In both meetings, she was strongly encouraged to apply for vacancy 05 and other roles matching her skills. For vacancy 05, her superior even expressed that he was glad she felt "called" to apply for the position. She was reassured about her strong mathematical and statistical skills and the advantage of being internal with access to internal documents. Based on this feedback, she took the time to carefully prepare her applications while managing to complete her tasks under significant stress. This situation gave rise in the Claimant's mind to legitimate expectations to be offered, if not a renewal of her contract, at least an extension.

22 5. As to compensation, the Claimant submits that the decision appealed from, adopted at the end of a perfectly irregular procedure, was manifestly ill-founded and caused material and non-material damages. The Claimant was unfairly deprived not only of a contract extension but also of a contract renewal. To contest the decision, the Claimant had to devote time and energy that she could have devoted to other things, in particular, the construction of a new professional project. She prepared her appeal while on sick leave, on medication, and uncertain about the future. The decision also damaged her health and professional reputation and was a source of stress and anxiety. The Claimant's sick leaves were linked to her working conditions, including the contested decision.

23 The Claimant has missed several major opportunities because of the decision appealed. In addition, while she was on sick leave, she had to face irregularities in the payment of her salary during the summer 2024. This added to her destabilisation and increased anxiety about the future, especially since there was no certainty about her health coverage, which stops automatically when the contract ends unless the employee continues to pay it. These losses should be compensated by the payment of a sum equivalent to a 12-month salary as compensation for economic loss, and the sum of € 40,000 as compensation for non-material damages.

III. The Respondent's position

24 1. The Respondent submits that the appeal is inadmissible since the Claimant did not write to the Director-General within 20 days of the date of notification of the decision appealed. As the Claimant admits in her appeal, the decision not to renew her contract was communicated to her on 13 December 2023. Thus, the 20-day deadline to complain against that decision ended on 15 January 2024. The Claimant only wrote to the Director-General on 29 May 2024, i.e., more than four months later. The Respondent fully acknowledges that there was a decision communicated to the Claimant on 13 December 2023 about the non-extension of her contract that could have been challenged at any time on or before 15

January 2024. It was the Claimant who chose not to do so and waited instead with the challenge for almost six months until 29 May 2024. The Claimant does not even attempt to refute the Respondent's argument that the Claimant's underlying claim is time-barred. Instead, the Claimant is now trying to develop a new theory according to which it is not sufficient for a contract to end by expiration; it also has to be terminated over and above expiration. This theory ignores the applicable rules as well as the facts.

25 The Respondent shares the view that the e-mail of 23 April 2024 from A is not a decision either. It is merely the confirmation of a decision about the non-extension of her contract communicated to the Claimant earlier on 13 December 2023 by A. Even if the rejection of the six-month extension on 23 April 2024 were to be treated as a different decision from the one communicated on 13 December 2023, the 20-day deadline to complain against that decision would have ended on 24 May 2024. The Claimant had written for the first time to the Director-General only on 29 May 2024. The Director-General, therefore, correctly rejected the Claimant's complaints as time-barred.

26 The Respondent further submits that the appeal is also inadmissible because the Claimant failed to state in her original appeal any reasons why she considered the non-renewal of her contract illegal. The Claimant first submits in her Reply that she "stated all legal and factual grounds" in her Appeal and then goes on to contradict herself already in the next paragraph to say that she "is now stating and precising the Appeal's legal and factual grounds". The Respondent agrees with this latter statement. The Claimant is stating the legal and factual grounds of her Appeal in the Reply rather than in the Appeal as she should have done. The Claimant even attempts to introduce in her Reply a completely new, albeit fully groundless, theory as a basis for her Appeal, arguing that, despite its expiration, her fixed-term contract should have been terminated three months in advance.

27 As a result, the Respondent maintains that the Appeal is manifestly inadmissible in its entirety as no legal grounds are specified.

28 2. Even if the Appeal had been admissible, it would be without merit. The Claimant fails to specify how (if at all) any decision is contrary to the Staff Regulations, a policy or instruction, or to her terms of appointment.

29 The Respondent agrees with the Claimant that there was no termination procedure followed to end her contract. This would have been completely unnecessary as her contract ended on 31 May 2024 as even the Claimant admits. As opposed to what the Claimant contends in her Reply, she was fully informed of the non-extension decision on 13 December 2023 and that her role would not continue into the next phase of Destination Earth and there was no funding to extend her contract beyond 31 May 2024.

30 The Claimant misinterprets the 'Duration and Termination of Contract' provisions of her fixed-term staff contract. As opposed to indefinite-term contracts, fixed-term contracts come to an end upon the expiration of their fixed term without any further action on the part of either party. They can also be terminated earlier, in accordance with the Staff Regulations, as the Claimant's contract provides. The

Claimant's contract was due to end on 31 May 2024, and it is only her separation from the Centre that has not become effective due to her authorised sick leave under Art. 12.3 of the ECMWF Staff Regulations. Giving a three-month notice in writing would only have been required if the Claimant's contract had been terminated early, i.e., prior to the expiration of the fixed term on 31 May 2024.

31 The Respondent agrees with the Claimant that neither an extension beyond 31 May 2024 nor a renewal has been offered or proposed to the Claimant. There are neither any contractual nor statutory rights to a contract renewal or extension. Both Art. 5.2 and Art. 1.2 of the ECMWF Staff Regulations provide clearly that renewals or extensions are subject to the availability of funding. Clause i) of the Claimant's employment contract expressly notified the Claimant as to the contract's stipulated duration due to the phasing of "Destination Earth" and that extensions are subject to requirements and continued availability of funding by the European Commission. Such funding was not available for the Claimant's post after the expiration date of her contract. This is the very reason for not extending or renewing the Claimant's contract, and this was clearly and repeatedly communicated to her.

32 The Claimant's more research-oriented position (VN22-02) was indeed suppressed, and a new position (VN24-05) was opened to meet the Organisation's evolving needs with a more operational focus to support the development of forecast products for communicating uncertainty to users. The Claimant was invited for an interview for this new position but was eventually not successful in the competitive selection process. This new position is funded by the second phase of the third-party activity implemented by ECMWF on behalf of the European Commission called "Destination Earth".

33 Renewing or extending a contract of limited duration is a matter of discretion to be exercised by the Director-General. It is well-established case law of international administrative tribunals that such margin of discretion is fairly broad. The Claimant does not invoke, let alone prove, a breach of a procedural rule, a mistake of fact or law, or any abuse of authority by the Director-General.

34 In her appeal, the Claimant did not invoke having had a legitimate expectation, for which there would have been no grounds. Claiming now in her Reply that the decision not to renew her contract went against the Claimant's legitimate expectations is a new legal ground that the Claimant failed to specify in her Appeal. In fact, the Claimant accurately described in her Appeal what happened. She was indeed informed that *"my current role will not be going to the next phasis and would be adapted to the new team to which I had been transferred after the reorganisation (more operational than research-oriented), and that I would have to reapply internally for the new vacancy"* rather than "*her position was being transferred to the new team, with the suggestion that she reapply for the same vacancy in another team to which she had been transferred".* In fact, the Claimant herself had no expectations of any renewal and that is why she insisted on organising multiple clarification meetings with various levels of management at ECMWF.

35 Her position was not continued in the second phase of Destination Earth. A new position was created with a different, more operational- rather than research-

oriented focus, different accountabilities, and different skill requirements, and the Claimant was, following a competitive interview process, not selected for that role. As opposed to what the Claimant appears to suggest, no staff members working on the first phase of the Destination Earth were notified that their contract had been automatically renewed or continued in any way in the second phase, and the Claimant was not the only staff member whose post was suppressed.

36 3. As to "compensation", the Claimant's completely new and quite significant claim for 12-month salary as compensation for economic loss, and the sum of € 40,000 as compensation for non-material damages has no basis since the Claimant has established neither a violation of her rights nor that of the Centre's obligations owed to her. Besides, the Claimant does not make any indication of how she calculated the claimed 12-month salary or the amount of EUR 40,000. The Claimant cannot claim that she "was unfairly deprived not only of an extension of her contract, but also of a renewal of it", since neither of which she has a right to.

37 The Claimant has indeed been on authorised sick leave since 27 May 2024, four days prior to the expiration of her staff contract, preventing her separation from the ECMWF from becoming effective pursuant to Art. 12.3 of the ECMWF Staff Regulations. In practice, this means that she continued to receive her full salary long after the end of her fixed-term appointment and is still in receipt of her full salary more than five months after the end date of her fixed-term contract. It is, therefore, clear that the Claimant did not suffer any damage for which compensation would be due, let alone 12-month salary or EUR 40,000.

38 The Claimant also does not substantiate how her professional reputation was damaged by the non-extension decision communicated to her on 13 December 2023 or the expiry of her fixed-term contract with ECMWF on 31 May 2024. She also fails to establish what the link is between these events and the opportunities she lists in her Reply as missed ones.

39 The Appeal does not address the question of legal costs. Only reasonable legal costs can be reimbursed and only *"to the extent that an Appeal is successful"* (Art 6.3(c) of Annex VII to the ECMWF Staff Regulations). In her Reply, the Claimant claims, for the first time, the payment of a number of expenses which are neither specified, nor proven. As to the travel and subsistence expenses incurred by witnesses, the Respondent notes that this claim is hypothetical: the present case is not about factual questions, where it may prove necessary to hear witnesses. As to the "reasonable legal costs" incurred by the Claimant, even if one were to assume that she is entitled to such reimbursement, the Claimant fails to substantiate any such costs.

40 4. Given the absence of relevant disputed facts, no oral hearing is necessarily warranted to be held. While the Respondent does expressly not oppose such a hearing, it suggests that the Appeals Board consider rendering its decision upon the appeal and the further written submissions only.

IV. The Parties' requests

41 1. The Claimant requests the Appeals Board to

- annul the decision that terminated her contract and refused extension and renewal of the latter;
- recommend the Director-General to reconsider her decision in the light of the decision of the Appeals Board;
- order the Centre to pay her a sum equivalent to 12 months' salary to compensate for the economic damages suffered, and € 40,000 to compensate for non-material damages suffered;
- order the Centre to reimburse the Claimant's expenses according to the following principles:
  (a) The Centre covers the cost of translations, if any;
  (b) Reasonable travel and subsistence expenses incurred by the Claimant shall be reimbursed, except where it is shown that the Claimant was not acting in good faith;
  (c) Reasonable legal costs incurred by the Claimants shall be reimbursed to the extent that an appeal is successful;
- order the Centre to reimburse the reasonable travel and subsistence expenses incurred by witnesses who have been heard, within limits which it shall fix in agreement with the Director-General, and to be calculated on the basis of the provisions of Article 23 and Annex III of the Staff Regulations.

42 2. The Respondent requests

1. To reject the present Appeal,
2. To order the Claimant to bear her own costs.

V. Considerations

1. On the Procedure

43 In the present case, the Appeals Board is of the opinion that the facts are well established and that only questions of law are in dispute. In accordance with Art. 4.1 of Annex VII to the Staff Regulations – Conditions of appeal and rules of procedure for the Appeals Board, and upon the request of the Respondent, the Appeals Board has decided that no hearing will be held and that its decision will be rendered upon the appeal and further written submissions only.

2. On Admissibility

44 According to Article 1.1 of Annex VII, the Appeals Board shall only admit appeals provided that the Claimant has written to the Director-General within 20 days of the date of notification of the decision, requesting that such decision be withdrawn or modified, and provided that the Director-General has either rejected such request or failed to reply to the Claimant within 20 days.

45 The Respondent maintains that the Claimant failed to meet this deadline since the decision not to renew or extend her contract was communicated to her on 13 December 2023 and she wrote to the Director-General only on 29 May 2024 – more than five months later.

46 a) The Claimant agrees that the decision "was announced to me on 13 December, during a catch-up meeting between A and yourself" (whereby it is obvious from the Claimant's e-mail of 29 May 2024 that "yourself" means D, the Head of the HR Department). None of the Parties suggest that the Claimant had received on that day any written document; so, the Appeals Board concludes that the decision was communicated to the Claimant orally.

47 The Appeals Board concurs with the Respondent that Art. 1.1 of Annex VII provides that this decision should have been challenged by the Claimant "within 20 days of the date of notification of the decision". This rule aims to establish legal certainty. The Administration, having taken a decision challengeable before the Appeals Board, should have certainty whether its decision, irrespective of its legality, is binding and valid. In its judgment 1279 of 14 July 1993, the ILOAT has explained in Consideration no 9 "that the purpose of time limits is to make for the stability in law that both sides require. Management has an interest in knowing that the decisions it takes are beyond challenge; and the staff too need to know, especially when administrative action is taken at successive stages from the general to the particular, just when they may act without fear of having their suit rejected as premature or time-barred".

48 Nowhere in the Staff Regulations or Annex VII, is it stipulated that decisions must be communicated in writing. They may become valid and binding even if they are communicated orally. The Appeals Board, therefore, agrees with the Respondent that the decision not to renew or extend the Claimant's contract could validly be announced to her orally. However, if the Administration wishes to be under the procedural shelter of legal certainty, it has to start the mechanism described in Art. 1.1. of Annex VII by notifying the decision to the person concerned. If the administration fails to do that, limited time periods will not start, and the administration cannot argue that a challenge is time-barred. Thus, the Centre may invoke a time bar only if it can show that the decision was "notified" (see the decision of the ESA Appeals Board No 96 of 18 January 2016, pages 8 and 9).

49 "Notification" means unambiguous information of the addressee of a decision, so that the addressee may be aware that he/she has to take legal steps in case he/she disagrees with the decision. Notification – usually – requires a written procedure. Otherwise, it cannot be safely proved in case of a dispute. But nowhere in the Rules is it stated that notification requires a formal letter from the Director-General as appointing authority. The purpose of informing the addressee of a decision may as well be achieved through communication by e-mail. This is irrespective of the author of the notification. The Appeals Board notes that there is a distinction between the author of the decision (here: the Director-General), and the person who conveys the decision to the addressee (here: the Claimant's second-level manager A). The Appeals Board does not see any reason why a second-level manager should be unable or unsuited to notify a staff member of a decision taken by the Centre, the appointing authority, or the Human Resources Department acting on behalf of the Director-General.

50 The notification will set the time limit running if it contains the decision itself and a minimum of reasons. The Appeals Board does not agree with the Claimant's view that notification (or written notice) should come from the appointing authority, that it has to be sent three months before the termination of the contract, that

it has to inform the Claimant about a possible or impossible renewal of her contract, that it has to mention any one of the possible reasons that may ground a refusal of extension or renewal (the continued duration of the project, external or internal, or special programme as applicable, and the continued availability of funding). The possible lack of such elements does not negate the nature of notification or invalidate it but it may, in some cases, be considered as a material flaw that may perhaps entail the illegality of the decision. With special regard to the 3-month deadline provided for in Staff Regulation 13.3 ("The appointing authority may terminate a fixed-term contract with a period of notice of three months and a contract of indefinite duration with a period of notice of six months"), the Appeals Board notes that this provision is not applicable since the Claimant's contract was not terminated by the Centre, but simply expired at the end of its stipulated duration (see the Appeals Board's decision No 5 of 9 February 2019, paragraph 59).

51 b) The Centre had made a decision regarding the continuation of the Claimant's employment under the current contract, and this decision was negative; a continuation of her employment – if any – would be in another post which the Claimant would have to apply for. It was discussed orally with the Claimant during the meeting on 13 December 2023, in which – as the Claimant herself acknowledges – the decision was "announced" to her, and which her second-level manager, in his e-mail of 23 April 2024, summarizes as follows:

> May is the deadline for closing all expenditure related to the first phase of the Destiny Earth programme, which funds your post. This situation had been foreseen and was communicated to you at the meeting held with me and HR on 13 December 2023, where the end to this position was discussed with you, giving you adequate notice of the end of your contract with ECMWF at the end of May 2024.

52 From this, the Appeals Board concludes that the time period of 20 days mentioned in Art. 1.1. of Annex VII did not start on 13 December 2023, when the decision was "announced" to the Claimant, but not "notified" as provided for in Art. 1.1. of Annex VII.

53 c) However, the Appeals Board considers that the e-mail of 23 April 2024 sent by the Claimant's second-level manager A was a valid notification of the decision. The entire e-mail reads:

> Dear …,
>
> I am sorry to confirm that no further extension of your employment contract beyond its current end date is possible.
>
> May is the deadline for closing all expenditure related to the first phase of the Destination Earth programme, which funds your post. This situation had been foreseen and was communicated to you in the meeting held with me and HR on 13 December 2023, where the end to this position was discussed with you, giving you adequate notice of the end of your contract with ECMWF at the end of May 2024.

I would also like to clarify that your vacancy is not being transferred. The role you are currently in is suppressed as of the end of May, as I have explained before. A new role with a different focus, different accountability, different skills, has been created in the Section. Unfortunately, you were not successful in the selection process for this role.

As I highlighted earlier, it is important now that you focus on completing the important remaining tasks and contributions to planned deliverables, and thinking about the next step in your career.

As discussed earlier, you and I will meet in May while I will be in Bonn for an update.

Best wishes,

….

54 The Appeals Board does not agree with the Claimant's view that this e-mail was not a valid notification since it came from the Claimant's second-level manager and not from the appointing authority. The Claimant could not be in any doubt that the e-mail was not merely the personal view of A; it clearly reflected the Centre's (i.e., the Director-General's) decision not to extend her contract. Moreover, the e-mail contained the main reasons for the decision. Thus, the period of 20 days provided for in Art. 1.1 of Annex VII was initiated by that e-mail on 23 April 2024.

55 d) However, the Respondent is right to say that even taking this date as the starting point, the Claimant failed to commence in due time the Centre's dispute resolution procedures provided for in Art. 39.3 of the Staff Regulations. The period of 20 working days, starting on 23 April 2024, expired on 24 May 2024. The Claimant's e-mail to D, Head of HR, interpreted as the complaint letter upon mutual consent of both parties, was written on 29 May 2024, five days after the expiry of the 20-day period.

56 e) The Appeals Board is not in a position to overcome this obstacle. Article 1.5 of Annex VII provides that the Appeals Board may, in exceptional cases, beyond the Claimant's reasonable control, admit appeals lodged after 60 or 90 days. However, this possibility to admit delayed appeals does not apply to the Centre's dispute resolution procedures, but is only open to appeals lodged in the Appeals Board after the expiry of the 60- or 90-day-limit provided for in Art. 1.5 of Annex VII.

57 Therefore, the Appeals Board concludes that the Claimant's appeal is inadmissible.

58 The Appeals Board is therefore unable to address the merits of the case. The Appeals Board notes, however, the Respondent's view that the Claimant's appeal is, in any case, unfounded.

3. On Costs

59 Since the appeal is inadmissible, the Claimant will have to bear her own costs.

VI. Conclusion

60 For these reasons, the Appeals Board decides:

1. The appeal of the Claimant is dismissed as inadmissible.
2. The Claimant has to bear her own legal costs.

Michael Groepper Chairman	Susan Madry Secretary