

EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
APPEALS BOARD
IN CASE No. 19
X vs. ECMWF

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

Comprising

Michael Groepper,
Helene Ruiz-Fabri,
Michael Wood,

Assisted by Susan Madry, Secretary of the Appeals Board,

having been requested by the Respondent, the European Centre for Medium-Range Weather Forecasts,

to clarify the meaning of "*full and final satisfaction*" in the operative part of the Decision of 12 January 2026 in Case No. 19,

renders the following explanation:

I.

On 13 February 2026, the Respondent filed a Request for Clarification of the Appeals Board's decision of 12 January 2026 submitting that the operative provisions of the Decision in Case No. 19 are ambiguous. The Request read, in relevant part, as follows:

The Appeals Board "concluded" that ECMWF "should have pursued the investigation into the Claimant's harassment complaint up to a final decision" under the Grievance Procedure. However, the Appeals Board did not annul a decision relating thereto nor any other decision of the Director-General. As there was no decision annulled, the Appeals Board also did not recommend to ECMWF to re-consider its decision(s). Neither did the Appeals Board order ECMWF to take any particular action in respect of the Claimant except for reimbursement of certain expenses. Since the decision does not seem to have led to material consequences for either Party inasmuch as the appeal's remedies are concerned, it appears to be purely declaratory in nature. On that basis, it is understood that the "*full and final satisfaction*" in the operative part of the decision means that the declaratory findings concerning ECMWF's procedural error coupled with the re-imbusement of certain costs are the sole consequences of the decision, and are intended to lead to a conclusive resolution of the full dispute between the Claimant and ECMWF, including any Grievance Procedure. It is ECMWF's interpretation that both demands of the Claimant (i.e. either a continuation of the process or "an amicable settlement to compensate them for the actions they suffered") are fully and finally covered in the operative provisions of the Decision under the terms "*full and final satisfaction*". In light of the fact that the Appeals Board ordered the Respondent to bear the Claimant's legal costs, the Respondent requests the Appeals Board to clarify the meaning of "*full and final satisfaction*" in the operative part of the Decision in Case No. 19.

11.

Art. 7.5 of Annex VII of the ECMWF Staff Regulations provides that, where the operative provisions of a decision are ambiguous or incomplete or where they are inconsistent either with each other or with reasons in point of law, either Party may, within 20 days from the day of the notification of the decision, request the Appeals Board to clarify the provisions.

111.

The Appeals Board notes that the Respondent submits its own interpretation of the decision. The Appeals Board, thus, understands the request in the sense that the Respondent seeks confirmation whether this interpretation is correct.

The Appeals Board confirms the Respondent's interpretation.

In its decision of 12 January 2026, the Appeals Board concluded that the Respondent should have pursued the investigation into the Claimant's harassment complaint up to a final decision as set out in No. 8.0 of the Grievance Policy. On the basis of this conclusion, the Appeals Board accepted the Claimant's appeal as admissible, although the Claimant did not exhaust the mandatory grievance procedure. The Appeals Board agrees with the Respondent that the considerations concerning the admissibility "were specific to the circumstances in this individual appeal and cannot be taken to modify the general application of the Staff Regulations". The Appeals Board did not rescind the Respondent's decision not to pursue the grievance procedure because it found that the Claimant's aim to continue working in the Centre, addressed in the Claimant's previous case No. 17, could not be pursued in an appeal for harassment. In the circumstances of this case, the conclusion of a breach, together with Claimant's costs being borne by the Respondent, constitute full and final satisfaction.

The Appeals Board did not impose on the Respondent any obligation to resume the harassment procedure or to award damages. The Appeals Board confirms the Respondent's view that the decision does not reopen the door to the Claimant for further disputes with the Centre.

IV.

This answer has been agreed on 2 March 2026 by the members of the Appeals Board. It may be published together with the anonymised version of the Decision in Case No. 19.



Groepper
President

Madry
Secretary