

EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS
APPEALS BOARD
DECISION of 12 JANUARY 2026
IN CASE NO. 19
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 Parties

1. The Claimant:

X.,
Assisted by Maîtres Julie Ferrari and Morgane Fouillen, Members of the Paris Bar,

2. The Respondent:

The European Centre for Medium-Range Weather Forecasts (hereinafter sometimes called “ECMWF” or “the Centre”),
represented by its Director-General Florian Pappenberger, and by Laszlo Ziegler, Senior Legal Officer,

And having considered

The Claimant’s Appeal of 2 June 2025, with 92 annexes,
The Respondent’s Comments of 20 June 2025, with 2 annexes,
The Claimant’s Reply of 18 August 2025, with 47 annexes,
The Respondent’s Rejoinder of 16 September 2025, with 2 annexes,

Has come to the following decision:

I. Facts

- 1 1. The Claimant, born *, was employed as a staff member of the Centre on 1 September 2022 as a Scientist (Uncertainty Quantification) for the project “Destination Earth” in the Forecast and Services Department of the Centre on a short-

term contract due to end 31 May 2024 which was funded from the first phase of “Destination Earth” on behalf of the European Commission¹.

- 2 On 13 December 2023, the Claimant’s line manager E. informed them that funding from the first phase of Destination Earth was not available for their post after the expiration date of their contract. Therefore, their contract would not be extended beyond 31 May 2024, and their role would not continue into the next phase of Destination Earth.
- 3 In January 2024, the Claimant applied for several other positions at the Centre. They were shortlisted and interviewed for one of those positions but were ultimately unsuccessful in the selection process for any of them.
- 4 On 12 April 2024, the Claimant met with their new line manager, F., and their former line manager, then their second-level manager, E., and discussed an extension of six months to complete work that they had yet to finish. However, both managers explained that no extension of their contract was possible. This was again confirmed to the Claimant by an e-mail of 23 April 2024 from E. In a further meeting on 15 May 2024, the Head of Human Resources, G., E., and the Director of Destination Earth, C., again explained to the Claimant the non-extension decision and its reasons.
- 5 On 23 April 2024, the Claimant was on sick leave as well as on some other days during April and May 2024. They were finally placed on continuous sick leave from 27 May 2024 to 10 January 2025.
- 6 With their Appeal No. 17 of 25 July 2024, the Claimant challenged the Centre’s decision not to renew or extend their contract of employment. The Appeals Board dismissed this appeal as time-barred and, thus, inadmissible, by decision of 27 November 2024 (Case No. 17).
- 7 2. Prior to this decision, on 31 May 2024, the Claimant had sent an official harassment complaint to the Centre in which they complained of harassment suffered from their colleagues A. and B. and from their Director, C. After several discussions with the Claimant on the “outcome sought” by the Claimant, the matter was not pursued by the Centre, and no Grievance Manager was appointed.
- 8 3. By e-mail of 2 June 2025, the Claimant submitted to the Appeals Board the following request:
- 9 “Subject: Formal Submission to the Appeal Board (non-addressed grievance procedure) Request for Reopening of Case 17 or Consideration as a New Appeal”.
- 10 The Appeals Board’s Chairman came to the conclusion that this submission had to be treated as a new appeal and not as a request for the reopening of Case

¹ According to the ECMWF Website, Destination Earth (DestinE) is “the ambitious initiative of the European Union to create a digital twin or replica of the Earth system, together with the European Space Agency (ESA) and the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT)”.

No. 17. The appeal, thus, has been registered as case No. 19. The Claimant has accepted this.

11 4. The present appeal is directed against the Director-General's "implicit decision" to reject the Claimant's harassment complaint. Moreover, the Claimant claims compensation for alleged economic and moral damages.

12 **II. The Claimant's position**

12 In their Appeal, the Claimant submits:

13 1. Not long after joining the Centre on 1 September 2022, the Claimant started to be the target of offensive conduct from two colleagues from their team: A., and B. This conduct involved exclusion from communications related to activities in their work field (post-processing and uncertainty quantification) and withholding of work-related information, even though A. and the Claimant shared the same office. This conduct included but was not limited to:

- in February 2023, exclusion by A. and B. of the Claimant from a representation of the Centre's team for post processing in the DestinE project;
- in May 2023, exclusion by A. and B. of the Claimant from participating in an article, both of them hiding their participation, so that the Claimant could not ask to join the team;
- later in May 2023, B. publicly presented the Claimant as someone who needed support in their work.

14 In response to this conduct, the team leader H. organised a meeting with A., B. and the Claimant. However, during that meeting, instead of trying to sooth things, B. asked the Claimant to stop producing meteograms, even though that was one of their annual objectives set by their manager.

15 Such targeted excluding and diminishing behaviours continued throughout the year, further deteriorating the relationship of the team, and the Claimant became increasingly affected by the situation, both mentally and physically.

16 The Claimant also started to notice that C., the Director of the DestinE program, appeared to be favouring A. and to also start excluding the Claimant from DestinE activities and external missions, and blocking the publication of articles which they had written on their work.

17 In July 2023, the situation further escalated. On 11 September 2023, the Claimant was summoned to a meeting with E., the manager of their team leader, where they learned that A. had raised a complaint against them. The Claimant submits that they were deeply affected by this situation. On 18 September 2023, the Claimant talked to their manager, H., finally explaining their version of the story. H. said they would inform Human Resources of this situation and suggested mediation. However, such mediation never took place, and there was no follow up from H. The Claimant changed team a few weeks afterwards, so that H. was not their team leader anymore.

- 18 In early December 2023, they had a meeting with J. from Human Resources, again revealing what they had been going through in the past year. Human Resources never came back to them to address this situation.
- 19 4. Behind what was formally described as a “non-renewal of contract” lie serious, unresolved issues of discrimination, exclusion, and psychological harassment, which were never addressed through any formal channel and were intimately connected to the Claimant’s departure. Throughout their time at the Centre, they faced progressive exclusion, discrimination, and psychological harm. Their separation from the Centre was not based on objective grounds, but rather as a direct consequence of daring to voice a concern. Under their Project Director, C., they experienced a pattern of psychological harassment, including dismissive exchanges and ignorance.
- 20 The Project Director stopped responding to their emails and excluded them from meetings and events. Their grievance complaint was neither investigated nor acted upon nor subjected to any mediation procedure. No sincere attempt was made to integrate them or to address the structural isolation they endured.
- 21 Regarding their applications for multiple internal positions, they were systematically excluded from shortlists without even being heard. It became apparent that the Centre was merely waiting for the administrative end of their sick leave in order to proceed with their dismissal. When the maximum duration of their sick leave was reached, they were abruptly informed that their sick leave had ended and that they were no longer part of the organization, with no medical review. Ongoing medical appointments were unilaterally cancelled.
- 22 At the end of their contract, they were dismissed without dignity, in a degrading and deeply humiliating manner. They were instructed to return their equipment under the threat of police intervention. On 1 April 2025, they were explicitly told that they were not permitted to enter the ECMWF premises and would be forcibly removed if they tried. They were instructed to retrieve their personal effects from a back entrance, outside of the working hours, as if they were a security threat, not a former colleague. They were denied the opportunity to say goodbye to the colleagues they had worked alongside.
- 23 The distress caused by these events triggered symptoms consistent with post-traumatic stress, including anxiety, emotional numbness, sleep disturbances, and impaired concentration. These symptoms severely affected their ability to apply for new positions, engage in scientific work, or even envision a stable professional future.
- 24 In light of the above, the Claimant asks the Appeal Board to consider their submission not as a repetition of previous claims, but as a plea for justice that was previously inaccessible due to differing circumstances.

25 5. Regarding the Respondent's allegation that their harassment complaint did not clearly indicate the outcome sought, the Claimant submits that they did that in their e-mail of 10 September 2024, in which they explicitly specified to Human Resources the outcomes sought:

"I expect to be treated on an equal footing with others, while enjoying the same opportunities, without discrimination, for career advancement. ... at this stage (when the harm is done), I expect a constructive outcome from the Centre ... to repair the damage. By a constructive solution I look into future, and that I mean what we call in French "sortir la tête haute". I expect that I will not be eliminated for future opportunities within the Centre, and that I will be given an equal chance to continue my career on other scientifically interesting projects and with other colleagues with whom I've been lucky enough to collaborate."

26 Disregarding the Grievance Procedure, the Human Resources Department never took any action on the harassment complaint and never went further. A Grievance Manager has never been appointed. At the latest, after the Claimants e-mail dated 10 September 2024, Human Resources should have appointed a Grievance Manager.

27 The Director-General never had the opportunity to take a decision on the Claimant's matter as Human Resources never started the procedure. The complete inaction of the administration to comply with the Centre's internal dispute resolution procedures entitled the Claimant to treat this inactivity as a decision of rejection of their harassment complaint subject to an appeal before the Appeals Board. The Claimant considers that the Director-General's implicit decision to reject their harassment and retaliation complaint was wrong and should be annulled.

28 6. As to the existence of available remedies for former staff members, the Centre is able to provide the Claimant many remedies for the harm suffered in regard of the harassment and retaliation denounced and namely award financial compensation for moral and economic damages.

29 The Centre was aware of the difficult situation the Claimant was in, and of the subsequent mental health issues they had. The Centre patently failed to comply with its duty of care towards the Claimant regarding the harassment denounced, choosing to ignore the issue and not to investigate their complaint.

30 The Claimant views the non-renewal of their contract, the refusal to grant an extension as well as the subsequent systematic Centre-related job refusals (all of their job applications – more than ten – were unsuccessful) as a form of retaliation from ECMWF because they had complained about the harassment they endured. The Claimant thinks they have been the victim of retaliation which precisely took the form of non-renewing their contract and dismissing their application without an interview.

31 7. As to compensation, the Appeals Board may order the Respondent to compensate the Claimant for damages suffered as a result of the annulled decision. The Claimant estimates their moral damages on that ground to be 5,000 Euros.

32 Furthermore, the Claimant had to endure months of harassment and, after denouncing it, months of retaliation that is still ongoing. They are thus entitled to damages on those grounds. They estimate their moral damages to 30,000 Euros.

33 As a result of the discrimination they endured as retaliation, the Claimant was unfairly deprived not only from an extension of a contract or renewal of it but also from any perspective to be re-employed at the Centre, while it is regarded as the most prestigious employer in their work field. They are thus also entitled to damages on those grounds. They estimate that their economic damages can reasonably be estimated as a 16-month salary, calculated as if they had their contract renewed or had managed to secure a new job offering for a two-year contract, as they were entitled to expect in view of their performance review, and were only deprived of because of the retaliation measures previously described. These decisions also deeply damaged their health and professional reputation and caused the Claimant an additional moral injury that they estimate to 15,000 Euros.

III. The Respondent's position

1. As to the facts

34 a) The Respondent recalls that the Claimant's separation from the Centre did not take immediate effect on 31 May 2024 as the Claimant was on authorised sick leave. The separation became effective on 10 January 2025 as the Claimant did not provide medical certificates for the time thereafter despite numerous reminders from the Respondent. Until 10 January 2025, the Claimant was in receipt of their salary and emoluments to the extent foreseen under the Staff Regulations. The end date of the maximum amount of sick leave the Claimant was entitled to under Art. 35.5 of the ECMWF Staff Regulations since 27 May 2024 when they started their sick leave would have been on 28 February 2025 had the Claimant continued to be on authorised sick leave.

35 b) The Claimant's subjective account of their relationships at work with certain colleagues are assertions and allegations of the Claimant rather than facts. No formal fact-finding procedure has as yet been undertaken to determine either the truthfulness or the relevance of these allegations due to the Claimant's failure to formulate an outcome sought for a Grievance Procedure.

36 The Claimant formally reported their allegations only on the last day of their employment contract after the Claimant's several attempts to secure themselves an extension to their contract and merely two days after formally challenging their non-extension at ECMWF with no success. It is not immediately evident why anyone who purportedly felt that they were subject to harassment at a particular work-place would make significant efforts to stay at the same workplace.

37 c) The Claimant's peers, A. and B., were the Claimant's team members without any line management responsibility or any other authority whatsoever over the Claimant. They had no power to remove responsibilities from the Claimant or exclude them from work activities. It does appear rather likely that the working

relationship between the Claimant and A. was strained. The Claimant themselves mentions that A. raised a complaint about the Claimant's behaviour. It appears that A. may have similarly felt uncomfortable about their relationship.

38 d) The Claimant also seems to conflate their own wishes with service requirements. Not all scientific articles are published, and not all mission requests are approved at ECMWF. Staff may not speak at every conference about any content relating to ECMWF's work they wish to. All these matters are decided solely on the basis of service requirements by managers with people management responsibilities rather than peers or those without any people management responsibilities. The Claimant was clearly not excluded from mission travel altogether as they mention themselves on two missions during their less than two years at ECMWF.

39 e) The same applies to vacancies. Not everyone who applies to ECMWF will be successful in getting an interview let alone a job at ECMWF. Most vacancies attract numerous applications; the selection process is highly competitive. In fact, there were ten different recruiting line managers under six different section heads for the 12 vacancies the Claimant submitted an application for. There were 83 applications on average for each of these vacancies. The ECMWF Staff Committee also acts as an observer to the Recruiting Board, reviews every selection decision and has the opportunity to highlight any concerns if they suspect unfair treatment in a selection process. No such concern was raised in respect of any of the selection processes for the vacancies the Claimant had applied for.

2. As to admissibility

40 The Claimant's request of 2 June 2025, considered as a new appeal, is inadmissible since the Claimant failed to exhaust the Centre's dispute resolution procedures. When filing their harassment complaint on 31 May 2024 under the terms of the ECMWF Dispute Resolution and Grievance Procedure and/or Policy on Harassment, the Claimant only described the nature of their grievance and did not indicate the outcome sought. While requested by the Head of Human Resources to clarify an essential element of the complaint – the outcome sought –

, the Claimant has not provided this. As an essential element of the harassment complaint was and is still missing, no Grievance Manager has been appointed to date by the Head of Human Resources. The Centre's abilities to resolve a grievance between staff members is severely limited if not removed in its entirety if a staff member leaves the Centre due to the expiration of their employment contract. The Respondent is therefore left to speculate why the Claimant was unable to formulate an outcome sought. In view of the Centre's duty of care, the Respondent undertook a preliminary assessment of the Claimant's harassment complaint from a disciplinary perspective on the basis of the information available and decided not to initiate disciplinary proceedings at the time *ex officio*.

41 Moreover, the appeal fails to point to any decision or any complaint against such a decision whatsoever or even to the Director-General's hypothetical failure to reply to a Claimant's request for withdrawal or modification of a decision.

42 Due to the failure of the Claimant to follow proper process and submit an outcome sought, no Grievance Manager was appointed and the Grievance Procedure could never commence.

3. On the merits

- 43 The Respondent fully recognises the serious impact a non-extension decision may have on a staff member's life and livelihood. Therefore, the Respondent communicated the non-extension decision to the Claimant as early as 13 December 2023. There was no connection between the non-extension decision taken and communicated in 2023 and the Claimant's allegations which they formulated in their harassment complaint on 31 May 2024. The Respondent refutes the Claimant's allegation that the non-extension decision was meant "as a direct consequence of daring to voice a concern."
- 44 It is noteworthy that the Claimant's line manager, H., is not included in the Claimant's harassment complaint. In their function as Team Leader, Verification and Observation Monitoring, they were the one who had direct line management authority over the Claimant i.e. the power to actually exclude them from the team's work, withhold work-related information necessary for the performance of the Claimant's role etc. If the Claimant had experienced any omissions on H.'s part to properly manage the team and prevent harassment among team members, it would have been H. or the Claimant's second level manager, E., against whom the Claimant would have complained.
- 45 C. is the Director of the Destination Earth Initiative and a member of the Forecasts and Services Department Directorate. While they are tasked with the overall responsibility for the delivery of Destination Earth by ECMWF, they neither have any direct reports, nor any line management responsibility over staff members working on the Destination Earth Project. Right from inception of the Destination Earth Project, staff members working on Destination Earth activities were assigned to sections with section heads in the Research and Forecasts and Services Departments, as was the case with the Claimant as well.
- 46 The Claimant also refers to a discussion with the Director-General on 24 April 2024, where the Claimant mentioned "the refusal of C. to even grant them a six-month extension of their contract", but did not mention any harassment allegation on this occasion either, two months before filing their harassment complaint.
- 47 The fact remains that the Respondent was unaware of the Claimant's harassment allegations. The Claimant only filed their harassment complaint on 31 May 2024.
- 48 As to damages, the Claimant fails to point to any decision that could be annulled by the Appeals Board – not surprisingly, as the Claimant failed to exhaust the Centre's dispute resolution procedures that could have led to a decision that they could have appealed against. Due to the Claimant's failure to follow proper process, this was indeed an entirely irregular procedure, despite the Respondent's best efforts to address the Claimant's various issues. As there is no decision to be annulled, there can be no damages suffered by the Claimant as a result of the annulled decision.

49 In addition to the absence of any legal grounds for compensation, the reasons put forward by the Claimant for the amount of moral and economic damages allegedly owed by the Respondent are unsubstantiated and arbitrary.

IV. The Parties' requests

50 1. The Claimant requests the Appeals Board

- To annul the implicit decision that rejected their harassments and retaliation complaint;
- To recommend the Director-General to reconsider their decision in the light of the decision of the Appeals Board;
- To order ECMWF to pay them a sum equivalent to 17 months' salary to compensate for the economic damage suffered and 50,000 Euros to compensate for moral damages suffered;
- To order ECMWF to reimburse the Claimant's expenses;
- To order ECMWF to reimburse the reasonable travel and subsistence expenses incurred by witnesses.

51 2. The Respondent requests the Appeals Board

- To summarily dismiss the appeal or request for revision on the grounds of apparent inadmissibility; or, otherwise
- To reject the appeal or request for revision,

and, in either case,
- To order the Claimant to bear their own costs.

V. Considerations

1. The nature of the appeal

52 In their e-mail of 2 June 2025, sent to the Appeals Board Secretary and addressed to the Members of the Appeals Board, the Claimant designated as Subject "Formal Submission to the Appeal Board (non-addressed grievance procedure) – Request for Reopening of Case 17 or Consideration as a New Appeal." In their mail, they further explained (emphasis added in the original e-mail):

"I am writing to you with the utmost respect and in full confidence in the fairness, justice and integrity of your institution, and with deep respect for your role in upholding the principles of justice within our organization. I humbly request your guidance and consideration regarding the present submission, which I hope may be examined either as **a request for the reopening of Case 17**, or, if deemed more appropriate, **as the opening of a new appeal**, related to the **institution's failure to address my internal harassment and discrimination complaint**, focused on facts and grievances that were not examined during the previous proceedings and previously unaddressed issues that have come to bear."

53 Considering that the Claimant's Appeal No. 17 was directed against the non-extension of their contract and dismissed by the Appeals Board in its decision of 27 November 2024 on the sole ground that it was time-barred and thus inadmissible, the Appeals Board came to the conclusion that the original submission of 2 June 2025 had to be treated as a new appeal and not as a request for the reopening of Case No. 17. The appeal, thus, has been registered as Case No.19. The Claimant has accepted this.

2. The aims of the Claimant

54 In their Appeal, the Claimant did not formulate a clear aim but spoke in rather vague terms of "the institution's failure to address [their] internal harassment and discrimination complaint" (paragraph 52 above). However, in their response to the Respondent's Comments, formulated by their Counsel, the Claimant enumerates two principal aims:

- To annul the implicit decision that rejected their harassment and retaliation complaint and to recommend the Director-General to reconsider their decision in the light of the decision of the Appeals Board;
- To order ECMWF to pay them damages.

55 Even if the opening appeal submitted by a party not advised by Counsel may appear deficient regarding the necessary elements which an appeal should contain, the Claimant's e-mail of 2 June 2025 contained sufficient material to substantiate the appeal's aim, and any doubts have been eliminated by the subsequent written submissions by their Counsel.

56 The Appeals Board's understanding of this case is that its issue is not the question whether or not the Claimant's contention that they have been the victim of harassment is proven, but only the question whether or not the Respondent acted legally in not opening a formal investigation of their harassment complaint.

3. On Admissibility

a) Challengeable decision

57 Art. 39.2 of the Staff Regulations of the European Centre for Medium-Range Weather Forecasts provides that the Appeals Board "shall have jurisdiction with regard to appeals brought by staff members or by former staff members or by their heirs and assigns against a decision of the Director-General."

58 The Defendant submits that there was no challengeable decision of the Director-General, so that the appeal is without aim.

59 The Appeals Board notes that the Centre cannot escape its liability by invoking that it did not make any decision on a request submitted by a staff member. Under specific conditions, an implicit decision and even the silence of the Centre may be challenged. As will be explained below (see paragraph 72 et seq.), the Claimant had voiced some concern which might have been – and in fact had

been – interpreted as an informal harassment complaint. The Respondent submits that upon having received the Claimant’s formal harassment complaint, and after several attempts to receive clarification on the outcome sought by the Claimant, it “undertook a preliminary assessment of the Claimant’s harassment complaint from a disciplinary perspective on the basis of the information available and decided not to initiate disciplinary proceedings at the time *ex officio*” (see paragraph 19 of the Respondent’s Comments). Thus, the Respondent cannot deny that it made a decision concerning the Claimant’s complaint, and this decision is a challengeable decision in the meaning of Staff Regulation Art. 39.2. The fact that it was not notified to the Claimant is mirrored by the Claimant’s perception that there was a decision, unknown to them, not to investigate their complaint, which they addressed as an implicit decision. The Appeals Board, therefore, accepts the Claimant’s position that there was a challengeable decision.

b) Exhaustion of the dispute resolution procedures

60 (i) Art. 39.3 of the Staff Regulations provides that “Appeals shall be admissible only if the Centre’s dispute resolution procedures have been exhausted, if such procedures are applicable and if the Claimant and the Director-General did not agree otherwise.” Moreover, where the subject of an appeal relates to harassment, the ECMWF’s Policy on Harassment of February 2016 (the „Harassment Policy“) is applicable which provides in its last paragraph that the formal complaint of harassment will follow the same procedures as described in the “ECMWF Dispute Resolution and Grievance Procedure” of February 2016 (the “Grievance Policy”). Therefore, the Centre’s Grievance Policy is applicable.

61 The Appeals Board notes that the Claimant and the Director-General did not agree otherwise, so that exhausting the Centre’s dispute resolution procedures is basically mandatory.

62 The Respondent points out that the dispute resolution procedures have not been exhausted; therefore, the appeal of the Claimant should be dismissed as inadmissible.

63 The Appeals Board is aware that due to the rather exceptional factual evolution of the present case the question of admissibility must be addressed in depth.

64 The Centre’s Grievance Policy provides in No. 7.1:

The first stage of the grievance procedure is for the staff member to submit a Formal Grievance Submission form (see appendix 6) to HHR, who will then appoint a grievance manager. This written statement will form the basis of any subsequent investigations, so it is important to set out clearly the nature of the grievance and indicate the outcome sought. If the grievance is unclear, HHR may ask the staff member to clarify the complaint before any further action is taken. When all requirements of the written submission are met, HHR will appoint a Grievance Manager, and send them the written submission. ...

Before proceeding to a formal grievance review, it may be necessary to carry out investigations of any allegations made, although the confidentiality of the grievance process will be respected

65 No. 7.2 (Grievance Review Meeting) provides:

The purpose of the grievance review meeting is to enable the complainant to explain and discuss their grievance with grievance manager to understand fully the nature of the grievance. ...

66 No. 7.3 (Investigation) provides:

As a result of the formal grievance review meeting, the grievance manager and/or the Head of HR may recommend that an investigation be opened. The HR will then identify an investigation manager, on behalf of the Director-General, and commission the investigation to establish the facts of the grievance. ... The investigation manager may also be an external investigator with the appropriate background and competence.

67 No. 7.4 (Decision and Outcome) provides:

After hearing all parties, and conducting any necessary investigation, the investigation manager will report by writing to the grievance manager and the Head of HR on the findings of the investigation. A summary of findings will be provided in the report. This report should be sent within 10 days after completion of the investigation and will inform any decision the grievance manager might take on the particular case. The complainant and the respondent will be notified, and a copy sent to both for comments. ...

The grievance manager, after consultation with the HHR, will then notify the complainant and the respondent of follow-up actions to redress the grievance. ...

The complainant and the respondent must be advised of their right to contest the decision.

68 No. 8.0 (Contesting a decision – Management Review Meeting) provides:

Should the complainant or the respondent (where applicable) not be satisfied with the outcome of the formal grievance procedure and the decision of the grievance manager and the HHR, they may file a management review request in writing with the HHR. The management review request (Appendix 7) shall be submitted within 10 working days of the date of the decision under the former grieving procedure was notified to all parties. ...

69 While the Claimant submitted their Formal Grievance Submission on 31 May 2024, the Parties concur that no grievance manager was appointed by the Head of the Human Resources Department and consequently none of the following steps as described in Nos. 7.2 – 7.4 and 8.0 of the Grievance Policy were executed.

70 However, as can be seen from Grievance Policy No. 7.1, paragraph 2, a formal grievance procedure may be preceded by an informal investigation. Likewise, the Harassment Policy No. 2.4 provides that “anyone who feels they are experiencing or witnessing inappropriate behaviour is encouraged to raise this as an issue in order that it can be stopped”. In its last section (“Stage 2: Informal Resolution”), the Harassment Policy uses the term “Informal Resolution” and states that it is “preferable for all concerned to try to resolve matters informally if at all

possible". This shows that besides the formal way which starts with a formal complaint that "will follow the same procedure as described in ECMWF's Resolution Procedure for Grievances and Disputes" (last sentence of the Harassment Policy), there is also an informal way open to those who feel being harassed.

- 71 These rather flexible provisions reflect the fact of which "Line managers should be aware that staff affected by harassment may be reluctant or nervous about complaining. They may be worried about not being taken seriously, about reprisal, about damaging their career prospects and about creating a bad atmosphere in the workplace. Line managers have the responsibility to be aware of this, and take steps to quickly resolve problems in a sensitive manner" (Harassment Policy No. 5.2). Such approach may be particularly appropriate where victims of harassment do not conceive a specific or singular event as harassing but rather a continued pattern of behaviour, as explained by the Claimant who complained of repeated exclusion from normal communication and of repeated withholding of work-related information. Such incidents are cited as examples of harassment in No. 2.2. of the Harassment Policy as "Behaviour reasonably perceived to cause humiliation to another person."
- 72 (ii) The Claimant contends that they repeatedly reported to their colleagues, to their line manager H. and to members of the Human Resources Department that they felt harassed in the said manner by two of their colleagues. At least H. understood that they felt being stressed, as is corroborated by the fact that H. proposed mediation. The Appeals Board, therefore, cannot accept the Centre's contention that nobody in their Line management or in the Human Resources Department was aware of any difficulties prior to 31 May 2024 when the Claimant filed their formal harassment complaint. It is undisputed that also the Claimant's colleague A. had raised a complaint against them and finally left the common office in which they had been working together. So, the Administration must have felt that there was a problem that should have been properly addressed in order to get solved.
- 73 (iii) Since their informal complaints remained unanswered and no active steps from the Administration ensued, the Claimant filed a formal complaint on 31 May 2024. Regarding this complaint, the Respondent contends that the Claimant left unanswered the vital question what should be the "outcome sought" of their complaint.
- 74 As set out above, No. 7.1 of the Grievance Policy provides that the "First stage of the grievance procedure is for the staff member to submit a Formal Grievance Submission form to HHR, who will then appoint a grievance manager. This written statement will form the basis of any subsequent investigations, so it is important to set out clearly the nature of the grievance and indicate the outcome sought. If the grievance is unclear, HHR may ask the staff member to clarify the complaint before any further action is taken. When all requirements of the written submissions are met, HHR will appoint a Grievance Manager, and send them the written submission."

75 The Appeals Board agrees with the Respondent's view that stating the outcome sought is a major requisite both in an informal and in a formal harassment complaint. Obviously, the normal outcome sought by a victim complaining of harassment would be that the harassing behaviour be stopped. This is also expressed in the Harassment Policy. For instance, in No. 2.4 the Policy states that

"Wherever possible, staff members who feel they are being harassed should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop."

76 Likewise, it is said in No. 2.4 – Complaint of Harassment – that

"Anyone who feels they are experiencing or witnessing inappropriate behaviour is encouraged to raise this as an issue in order that it can be stopped."

77 However, in the present case the Claimant filed their harassment complaint on 31 May 2024 – the day they left the Centre (or, at least, stopped working). So, stopping harassment was not possible and thus could not be a valid "outcome" of the complaint. The Appeals Board agrees with the Respondent's position that the Centre's abilities to resolve a grievance between staff members is severely limited if not removed in its entirety if a staff member leaves the Centre. The Centre, therefore, was right in asking the Claimant what outcome they wanted the complaint to have.

78 Having received the Claimant's 11-page long harassment complaint in which the box "Resolution: Please state what remedy or solution you are seeking" remained blank, the Head of Human Resources (G.) acknowledged receipt and added in their e-mail of 6 June 2024:

"According to paragraph 7.1 of the ECMWF Dispute Resolution and Grievance Procedure, the nature of the grievance and the outcome sought must be clearly set out by the aggrieved staff member. While your complaint sets out the nature of the grievance, it does not clearly indicate the outcome sought. As it stands, your complaint is unclear. In case you are of the opinion that proceedings with the harassment claim is the right cause of action, could you please clarify your complaint by indicating what outcome, remedy or resolution you are seeking?"

79 It is true that the Claimant left this question formally unanswered. In their e-mail of 10 September 2024, they said:

“You're asking me to indicate a concrete outcome, but it's not within my competence and not my duty to deal with harassment, especially when I've already done my best by alerting management (mediation was proposed but A. was not keen for it, rather than they chose to change office) and Human Resources (J. in Bonn on December 1) and no mediation was proposed, but the next I heard, it was on the 13th, that the contract would not be extended. Even if the separation may seem easier than finding a solution, at this stage (when the harm is done), I expect a constructive outcome from the Centre (that should have been proposed the moment the problem arose before the continuation of my vacancy for Phase 2 has been allocated to a newcomer) to repair the damage. By a constructive solution I look into the future, and I mean what we call in French “sortir la tête haute”. I expect that I will not be eliminated for future opportunities within the Centre, and that I will be given an equal chance to continue my career on other scientifically interesting projects and with other colleagues with whom I've been lucky enough to collaborate. As I've mentioned several times, I try to talk and explain any possible misunderstandings that may arise, and I'm not looking for any issues, and certainly not to ruin anyone's reputation, but I won't hesitate to stand up for myself and defend mine in a challenging time, by searching for positive outcome.”

80 However, it is possible to identify within these lines some “outcome, remedy or resolution” which the Claimant wanted to reach, in particular

- to repair the damage;
- “sortir la tête haute”;
- not to be eliminated for future opportunities within the Centre;
- to continue [their] career.

81 Obviously, the Respondent did not consider these aims as the required “outcome sought” nor as any valid “remedy or resolution”.

82 The Appeals Board notes that Grievance Policy No. 7.1 requiring to “indicate the outcome sought” does not provide for any assessment by the Head of Human Resources Department of the outcome sought as indicated by the complainant; in particular, it neither requires the outcome to be justified, reasonable, practicable or executable, sensible or meaningful, nor does it empower the Head of Human Resources Department to assess its quality and to reject it for such reasons.

83 (iv) However, the Appeals Board agrees with the Respondent's position that the “outcome sought” must have a link to the alleged harassing behaviour.

84 In this connection the Appeals Board notes that by stating as an outcome sought “to continue my career”, the Claimant expressed their desire of being reintegrated as a staff member of the Centre. This “outcome sought” is identical with the revocation of the Centre's decision not to extend their contract, which was the subject of their appeal No. 17.

85 In their appeal No. 17, the Claimant did not raise any allegation of harassment, in particular, they did not submit – as they do in this appeal – that they had been the victim of retaliation and that this retaliation precisely took the form of non-renewing their contract and dismissing their applications without an interview.

86 The decision of the Centre not to renew the Claimant's contract after its stipulated end on 31 May 2024, as well as the decisions not to accept any of their applications for a vacancy are administrative decisions which must be challenged in the way prescribed in Art. 39.2 of the Staff Regulations, even if the underlying motivation may be characterized as harassment.

87 In its decision of 22 January 2021 in case No. 118, the ESA Administrative Tribunal has considered a case where a staff member, complaining of a disadvantageous reassignment and of disregard of her applications for vacancies, left unchallenged the underlying decisions but chose later to file an appeal for harassment. The ESA Administrative Tribunal said in paragraphs 80 - 85 of the decision:

“... the Administrative Tribunal perceives the harassment complaint, which the Claimant started ... more than three years after the reassignment decision ... as an attempt to circumvent the strict deadline of three months The Claimant, having realized that she had missed the opportunity to challenge in due time the reassignment itself, initiated the harassment complaint in order to reopen the dispute on the legality of her reassignment by challenging not the decision itself, but its motivation. In her complaint, she took up all arguments which would be validly directed against the motivation of her reassignment. ... Even if the Administrative Tribunal were to agree with the Claimant's allegation that Mr. ... and his wife ... acted jointly and in bad faith to remove the Claimant from her position in order to promote the career of ..., it would note that the means to execute this illegal intention were the illegal reassignment of the Claimant to another post and the restructuring of the relevant ESA Directorate. All the assertions which the Claimant has put forward in her complaint would have been suitable grounds for challenging the reassignment decision and, if proved, to have it rescinded by the Appeals Board. This leads the Administrative Tribunal to the conclusion that the harassment complaint as well as the present appeal is meant to circumvent the procedural obstacle that the reassignment decision can no longer be challenged. In fact, the Administrative Tribunal is faced with a time-barred appeal against the reassignment decision, newly clad as appeal against a decision on a harassment complaint.

In view of the principle of legal certainty, the Administrative Tribunal considers this to be an attempt which it cannot accept as admissible. The Claimant cannot be allowed to relaunch a case which is time barred by dressing it up as a new case which, however, essentially contains nothing else than the supporting elements of the earlier time-barred case.”

88 The Appeals Board notes that the constantly rising number of appeals based on alleged harassment filed in international Organizations seems to reflect on the one hand the institution or amelioration in different organizations of policies for the protection against harassment and the rising awareness of this issue, prompting the promotion of “dignity at work.” On the other hand, in some cases it may reflect a culture of complaint: the staff member who is not happy with a

decision of whatever kind – transfer to another post, a disappointing performance evaluation, the non-renewal of a contract, even the initiation of a disciplinary proceedings – does not chose the way open for challenging administrative decisions, but the way of invoking harassment that may be made the object of an appeal without the need of respecting strict deadlines set for the challenge of decisions.

89 Quite in line with this, the Harassment Policy states in No. 2.3 that “constructive criticism and requests by a line manager that a staff member carries out their work to an appropriate standard and in an appropriate way” as well as “provision of feedback on a staff member’s performance” and “disciplinary measures taken against a staff member guilty of misconduct in the course of duty or otherwise” are not reasonably perceived to be harassment.

90 As far as the non-extension of their contract is involved, the Claimant is submitting in the present case elements labelled as harassment that could have supported their appeal against the non-extension of their contract which, however, they failed to submit in case No. 17. Obviously, the Claimant themselves was aware of the close vicinity of the present appeal and the former one; in their original request of 2 June 2025, they expressed their hope that the Appeals Board would consider their submission “either as a request for the reopening of Case 17, or, if deemed more appropriate, as the opening of a new appeal”.

91 The Appeals Board, therefore, concurs with the Respondent’s position that being reintegrated into the Centre and continuing their career was not to be considered as a valid outcome sought from the harassment complaint.

92 The same applies to the Claimant’s aim “not to be eliminated for future opportunities within the Centre.” As far as this refers to previous unsuccessful applications for vacancies, the Claimant was bound to challenge negative decisions in the normal way prescribed by Art. 39. 2 of the Staff Rules. Their failure to do so cannot be bypassed by raising a harassment complaint based on the assertion that the negative result of their applications was due to harassment.

93 Regarding the aims “to repair the damage” and “sortir la tête haute”, the Appeals Board notes that these aims were indeed sufficiently closely linked to the Claimant’s harassment complaint and that the Human Resources Department was not entitled to disregard these aims as a legitimate outcome sought.

94 The Human Resources Department, therefore, should have appointed a Grievance Manager whose task it would have been to arrange a grievance review meeting (Grievance Policy No. 7.2) and, as a possible result, recommend that an investigation be opened. In that case it would have been up to the Human Resources Department to identify an investigation manager on behalf of the Director-General and commission the investigation to establish the facts of the grievance (Grievance Policy No. 7.3). After hearing all parties and conducting any necessary investigation, the investigation manager would have reported by writing to the grievance manager and the head of the Human Resources Department on the findings of the investigation. A summary of findings would have been provided in the report. This report would inform any decision the

grievance manager might take on the particular case. After following the other steps described in Grievance Policy No. 8.0, the Director-General would then make a decision and inform the claimant and other parties concerned of the final decision.

- 95 Since the Human Resources Department was wrong in not initiating this procedure, the Respondent is not able to rely on the fact that the Centre's dispute resolution procedures had not been exhausted. The admissibility of the Claimant's appeal cannot be denied on this ground. The Appeals Board, thus, concludes that the Claimant's appeal is admissible insofar as they seek to obtain compensation of the damage which they contend to have suffered.

4. On the Merits:

- 96 The Appeals Board notes that the damages which the Claimant claims allegedly result from three different sources: first, the damage is the result of the discrimination they endured as retaliation, the Claimant having been unfairly deprived not only from an extension of a contract or renewal of it but also from any perspective to be re-employed at the Centre, while it is regarded as the most prestigious employer in their work field. Second, they feel entitled to damages because, in order to contest the decision, they had to devote time and energy that they could have devoted to other things, in particular the construction of a new professional project. Third, they claim compensation for the damage caused to their health and to their professional reputation.

- 97 The Appeals Board finds that there is not sufficient proof for the existence of a link between the decision of the Respondent not to follow the Grievance Policy up to its end and the alleged losses of the Claimant. In particular, the Appeals Board notes that the Claimant took long time to answer to the requests to complete their complaint regarding the outcome sought and thus contributed to a considerable degree to what they conceived as undue delay. The Appeals Board further notes that the Claimant did not raise any complaint against their line management having direct responsibility for their work – bearing in mind that the contract extension issue can no longer validly be pleaded by the Claimant. Furthermore, the Appeals Board concurs with the Respondent that the reasons put forward by the Claimant for the amount of moral and economic damages allegedly owed by the Respondent are unsubstantiated. The Appeals Board notes that, despite the end of their contract on 31 May 2024, the Claimant continued receiving remuneration from ECMWF for seven months until 10 January 2025 due to their authorised sick leave. The Appeals Board therefore concludes that awarding the Claimant their legal costs constitutes full and final satisfaction.

VI. Conclusions

98 On these grounds, the Appeals Board has decided:

The Appeals Board concludes 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.

In all the circumstance, this conclusion of a breach itself constitutes full and final satisfaction.

The other requests are dismissed.

The Respondent has to bear the Claimant's legal costs which shall not exceed 8,000 Euros.

The Respondent shall reimburse the Claimant's travel and subsistence expenses.

Groepper
President

Madry
Secretary