

Keywords: Disclosure of an internal investigation report (harassment complaint); delay in communicating outcome of internal investigation; material damages for loss of employment (non-renewal of a fixed-term appointment); moral damages due to work-related sickness (toxic work environment, retaliatory and harassing treatment); award of legal costs (when prevailing in part)

Schlagworte: Offenlegung eines internen Untersuchungsberichts (Beschwerde wegen Belästigung); Verzögerung bei der Mitteilung der Ergebnisse einer internen Untersuchung; Schadenersatz für den Verlust der Arbeitsstelle (Nichtverlängerung eines befristeten Arbeitsvertrags); Genugtuung aufgrund berufsbedingter Krankheit (toxisches Arbeitsumfeld, Vergeltungsmassnahmen und schikanöses Verhalten); Zuspruch von Prozesskosten (bei teilweisem Obsiegen)

Mots-clefs: Divulgation d'un rapport d'enquête interne (plainte pour harcèlement); retard dans la communication des résultats d'enquête interne; indemnité pour perte d'emploi (non-renouvellement d'un contrat à durée déterminée); préjudice moral lié à une maladie professionnelle (environnement de travail toxique, représailles et harcèlement); octroi des frais de justice (en cas de gain partiel)

1/2025

Judgment of 25 January 2026

Administrative Tribunal of the Bank for International Settlements

Prof. Dr. Jean-Marc Rapp, Presiding Judge
Prof. Dr. Laurence Boisson de Chazournes, Reporting Judge
Prof. Dr. Catherine O'Regan, Judge
Prof. Dr. Ramon Mabillard, Registrar

X. _____,

represented by Z. _____,

Applicant

versus

the Bank for International Settlements, international organisation with registered office in Basel,

Respondent

re

Provide the Applicant with the full documentation pertaining to the investigation regarding her harassment complaint, including the reports of, enclosures and witness statements and statements by [...] gathered by the Office of Ethics and Conduct and the Disciplinary Committee, and also the final outcome of the investigation (Request #1);

Rescind the impugned decision (Request #2);

Pay material damages to the Applicant for loss of employment, equivalent to 24 months' salary (Request #3);

Pay moral damages to the Applicant due to her remaining incapacitated by work-related sickness, covering her health insurance and medical costs, equivalent to six months' salary (Request #4);

Pay legal fees in the amount of CHF 25,500 (modified in Rejoinder (*sic, recte* Reply) from CHF 15,500) (Request #5)

As to the facts

- 1 The present matter concerns the Application filed by the Applicant, a former staff member who served as an [...] with the [...], against the Respondent before the Administrative Tribunal of the Bank for international Settlements ("ATBIS", or "Tribunal").
- 2 The Application arises out of the decision not to renew the Applicant's contract at the Respondent, which the Applicant alleges is linked to a harassment complaint she made. The Applicant also complains that the subsequent investigation by the Respondent into this harassment complaint was deficient. While the outcome of this complaint was ultimately communicated to the Applicant after a very long period of time and at her request, the investigation report was not. The Applicant also alleges the handling of her complaint and the workplace environment she experienced caused her stress and anxiety that led to medical problems, including while she was pregnant.
- 3 The Applicant joined the Respondent on [...] under a three-year Fixed Term Contract as an [...], with an end date of her appointment of [...]. The Applicant's letter of appointment stipulated that her "...fixed-term appointment expires automatically at the end of the term, without prior notice, or indemnity. It follows that there should be no expectation either of any renewal of the fixed-term appointment, or of its subsequent conversion to any other type of appointment...". It is also pertinent to note that the Official BIS Guidelines for Staffing, dated 1 October 2007 and last amended on 30 October 2019 ("Staffing Guidelines"), provide the following: "Letters of appointment clearly state that contracts automatically expire at the end of the fixed-term period. They also specify that there is no legal entitlement to a conversion or extension at the end of the term".
- 4 In her early years at the Respondent, the Applicant received largely positive feedback from management regarding her performance at work. For example, her performance evaluations highlighted her technical skills, experience and work ethic, as well as noting that she was a highly valued member of the team. In her [performance] review, management rated her performance as "expectations fully met" with respect to two core areas and as "expectations exceeded" with respect to the third area. The summary of the performance review stated: "[The Applicant's] technical skills, experience, and ability to go beyond assigned tasks, combined with her good customer orientation, make of her a highly valuable member of the team". At the same time, her performance appraisal report in [...] identified areas for improvement, including with respect to her ability to [work in] areas beyond her specific expertise, and management noted that they were willing to support her in developing her skills around work prioritization and her written

English. In her [following] review the Applicant received a management rating of "expectations fully met" in two key areas and an overall rating of "3 – Good". In the section on "How I develop" of the [...] review, management stated "[the Applicant] is expected to keep her [...] skills up-to-date as the subject matter expert in [...]. While taking into account the needs of [...], we should work together to find more opportunities to expand her view of the organisation and her more general [...] skills, as well as her visibility and exposure".

- 5 On [...], the Applicant's fixed-term appointment was extended until [...] "...under the same terms and conditions as hitherto..." (see para. 3 above). At the time of this contract extension, it was noted that the Applicant was "...expected to develop her ability to effectively [...] other areas...".
- 6 The Applicant's performance appraisal report for [...] identified the need for her to improve her general [...] skills. She was expected to keep her [...] skills up to date as a [...] while at the same time expanding her more general [...] skills, amongst other targets that were set.
- 7 The Applicant's [later] performance appraisal indicated that the Applicant had performed below expectations with respect to her technical and behavioral skills, highlighting that she had not done enough to keep her technical skills up to date or develop her general [...] skills.
- 8 In [...], the Applicant's Line Manager suggested that the Applicant obtain the [...] certification recognized by the Respondent as a way of developing her professional skills but the Applicant instead expressed a preference to work towards a [...] certificate as her development goal for [the following year], which her Line Manager accepted as a way for her to gain some initial skills and confidence before going on to pursue the [...] certification at a later time.
- 9 In [the following year], the Applicant's performance appraisal noted that the Applicant was not as independent as she should have been and that she needed frequent guidance. There was an expectation that she ought to be drawing to a greater extent on her own knowledge and experience as well as taking more initiative and working in a more autonomous way.
- 10 On [...], the Applicant complained to [...] (her Line Manager) about harassment behavior that she alleged was directed at her by the Head of the [...] team, [...], during a Team Meeting. The Applicant asserts that [the Line Manager] did not handle this complaint correctly and instead took [the Head of the Team's] side. The Applicant also alleges that it was after this that [...] and [...] both started to behave improperly towards her.
- 11 On [...], the Applicant alleges that she complained about the toxic environment in the [...] team to [...] Human Resources and the Applicant submitted a formal request to be reassigned to a different department through a Career Management Assignment ("CMA"). While there is an email requesting the CMA in the record, there is no indication as to what reason the Applicant gave [...] for requesting this reassignment. As [the HR officer] has since left the Respondent, there is no corroboration of the Applicant's statement.

- 12 In [...], the Applicant's performance appraisal noted that she had more of an [...] profile than an [...] profile and that, if she wished to continue developing as an [...], she would need to complete a development plan for [the following year] in this direction.
- 13 In [...], the Applicant says she became pregnant and she informed her employer in [...] that her baby was due in [...].
- 14 On [...], [the Line Manager] gave the Applicant materials that were relevant to studying for the [...] certification.
- 15 On [...], in her ninth week of pregnancy, the Applicant was admitted to the hospital after experiencing significant breathing difficulties, and it is alleged that at this time the Applicant suffered from acute stress related to the pregnancy, a loss of appetite, and stress related to her job, as well as episodes of anxiety.
- 16 Prior to her maternity leave she was placed on sick leave from [...] to [...].
- 17 On [...], [the Line Manager] followed the due diligence process set out in the Staffing Guidelines. This due diligence process is intended to "...support line managers and Heads of Department who need to decide on contract extension, conversion or expiration...".
- 18 The due diligence process in the Staffing Guidelines aims to ensure that decisions on fixed-term appointments are based on the role's requirements and business needs, the right skills mix, and alignment with future needs. It is also stipulated that the line manager, in consultation with the relevant Head of Department/Service, decides whether to extend, let expire, or propose converting a contract to an open-ended one, with final approval for conversion given by the Head of Department/Service of the Respondent. The due diligence process in the Staffing Guidelines indicates that staff should typically be informed at least six months before the contract ends.
- 19 [The Line Manager] recommended to the Respondent's Human Resources that it confirm the end of the Applicant's appointment on [...]. [The Line Manager] said that the [...] Unit required greater flexibility to match the changing needs of the Respondent's strategy and would require developing and upskilling staff or ending the fixed-term appointments of staff, but also that the Applicant had declined a request to take the [...] certification recognized by the Respondent, and that this was contrary to business requirements going forward.
- 20 On [...], [the Line Manager] informed the Applicant that her appointment would not be extended beyond the contractually provided expiry date.
- 21 By letter of [...], the Respondent confirmed to the Applicant in writing that her appointment would end at the date provided in her letter of appointment.
- 22 On [...], the Respondent posted a vacancy notice for a [...] that suggested they were intending to hire someone with an appropriate skillset to meet the evolving needs of the Respondent, and in particular a candidate with a background in [...] and training in a [...] as well as experience in an [...] role within [...]. The

Respondent could not identify suitable applicants following the [...] vacancy notice and, as a result, on [...] the Respondent reposted the vacancy notice for this position.

- 23 On [...], the Applicant made a formal complaint of harassment against the Head [and the Line Manager] of the [...] Team, [...], to the Deputy General Manager, [...], alleging that the harassment and toxic environment she suffered from had caused her to experience a persistent deterioration in her well-being, including while being pregnant.
- 24 In her formal complaint, she alleged that the working environment created by the two managers in the [...] Team included:
- "1. Aggressiveness, intimidation, putting people down. It takes the form of yelling in meetings, treating people in non-appropriate manners, calling us unprofessional.*
 - 2. Criticizing others behind their backs and looking for weaknesses to use against other team members.*
 - 3. Total absence of empathy: really not caring at all about people. Non respect and non-consideration whatever the personal situation is. When sharing a vulnerability, the communication style takes the form of a persecution.*
 - 4. For female members, when there is a different point of view, there is more intimidation, putting the person down, ignoring and showing no interest in the point of view".*
- 25 The then Deputy General Manager forwarded the Applicant's complaint to the Chief Ethics and Conduct Officer under the Respondent's Disciplinary procedure for misconduct under Article 16 of the Staff Regulations, dated 11 October 2011 and last amended on 18 January 2022 ("Special Staff Rule on Disciplinary Procedure").
- 26 On [...], as part of the internal investigation, the Applicant was interviewed by the Ethics and Conduct Unit of the Respondent.
- 27 On [...], the Applicant was separated from the Respondent at the end of her fixed-term contract.
- 28 On [...], the Chief Ethics and Conduct Officer notified the Applicant that he had referred the matter to a Disciplinary Committee in line with the Respondent's Special Staff Rule on Disciplinary Procedure.
- 29 On [...], [the] Head of Human Resources, invited the Applicant to an interview with the Disciplinary Committee.
- 30 On [...], the Applicant was interviewed by the Disciplinary Committee. After the interview, the Respondent did not inform the Applicant of the Disciplinary Committee's findings, or of its final decision at this point.

- 31 On [...], the Respondent advertised a [...] position, with the intention of recruiting a candidate that had a specialization in [...]. On [...], the Respondent re-advertised the vacancy for a [...] with a specialization in [...].
- 32 In a medical report of [...], the Applicant's doctor noted that she continued to suffer from anxiety, loss of self-confidence, and distress due to her workplace experience.

Procedural History

Previous Request to the General Manager

- 33 On 14 August 2024, the Applicant made a request through her legal representative to the General Manager of the Respondent. More than a year had elapsed since the Applicant had been interviewed by the Disciplinary Committee and she had not been informed of what had happened at this point. In her letter the Applicant requested:
- 1. [She] be informed of the official outcome of the formal investigation into the harassment she suffered whilst working for [the Respondent].*
 - 2. [She] be paid at least 24 months' salary to compensate for the irregular termination of her contract. As a result of her work-related illness, she is still unable to work and has been left without income since her termination.*
 - 3. In addition, [she] be paid damages equivalent to an additional 6 months' salary for moral injury.*
 - 4. As [she] remains incapacitated by work-related sickness, the organisation cover all her health insurance and medical costs.*
 - 5. [Her] legal fees of CHF 6,500 be fully reimbursed".*
- 34 In his reply of 12 November 2024, the General Manager dismissed the Applicant's abovementioned requests. This was almost three months after the Applicant had sent her letter in August 2024 and more than 17 months since the Applicant was interviewed. In that response, the General Manager informed the Applicant that it was found that there was not sufficient evidence of improper conduct towards the Applicant and that he was of the view there was "...no irregularity in the non-renewal of [her] fixed-term appointment at its natural expiration, and therefore no legal basis to warrant granting [her] the remedies that [she sought]...". However, no reason was provided for the extensive delay in providing a response to the Applicant.
- 35 On 12 December 2024, the Applicant's legal representative provided the Respondent with further clarifications and supporting documentation, as well as a notification of the Applicant's intent to appeal.

Administrative Tribunal Procedure

- 36 On 14 February 2025, the Registrar of the ATBIS received the Application (letter dated 10 February 2025). In essence, the Applicant challenged the decision of the General Manager of 12 November 2024 to dismiss the Applicant's requests submitted to the General Manager by letter of 14 August 2024 (see para. 33 above).
- 37 In her application, the Applicant requests the Tribunal to:
1. Provide the Applicant with full documentation pertaining to the investigation regarding her harassment complaint, including the reports, enclosures, and witness statements and statements by [...] gathered by the Office of Ethics and Conduct and the Disciplinary Committee, and also the final outcome of the investigation (Request #1).
 2. Rescind the impugned decision (the decision of the General Manager of the Respondent in his 12 November 2024 reply to the Applicant's 12 August 2024 request) (Request #2).
 3. Pay material damages to the Applicant for loss of employment, equivalent to 24 months' salary (Request #3).
 4. Pay moral damages to the Applicant due to her remaining incapacitated by work-related sickness, covering her health insurance and medical costs, equivalent to a six months' salary (Request #4).
 5. Pay legal fees in the amount of CHF 25,500 (modified in her Rejoinder (*sic, recte* Reply) from CHF 15,500) (Request #5).
- 38 By Procedural Order No. 1 of 21 February 2025 the President of the Tribunal determined the composition of the Panel competent for the case at hand and designated according to Article VIII of the Statute of the Administrative Tribunal of the Bank for International Settlements of 13 January 2014 ("Statute") and Article 13 of the Rules of Procedure of the Administrative Tribunal of the Bank for International Settlements of 1 January 2024 ("Rules of Procedure") Prof. Dr. Jean-Marc Rapp as Presiding Judge, Prof. Dr. Laurence Boisson de Chazournes as Reporting Judge, and Prof. Dr. Catherine O'Regan as third Judge.
- 39 The Presiding Judge ordered in Procedural Order No. 2 of 28 February 2025 that the Application of 10 February 2025 and all annexes be forwarded to the Respondent. The Applicant was also granted a time limit until 12 March 2025 to submit evidence of her representative's authority, to confirm her current address, and to submit evidence of the time of her receipt of the Respondent's written rejection of her request of 14 August 2024. The Respondent was granted a time limit until 5 May 2025 to submit a written answer to the Application, to submit any counterclaim, and to produce documentary, witness evidence, and/or expert report.
- 40 By Procedural Order No. 3 of 21 March 2025, the Presiding Judge ordered that the Respondent's submission of 11 March 2025 be forwarded to the Applicant, that the Applicant's submission of 12 March 2025 be forwarded to the Respondent, and that the Applicant send all further submissions to the address of the Registrar.

- 41 By Procedural Order No. 4 of 12 May 2025, the Presiding Judge ordered that the Answer of 5 May 2025 be forwarded to the Applicant and that the Applicant is granted a time limit until 18 June 2025 to submit a reply to the Answer.
- 42 By Procedural Order No. 5 of 23 June 2025, the Presiding Judge ordered that the Rejoinder (*sic, recte* Reply) of 18 June 2025 be forwarded to the Respondent and that the Respondent is granted until 25 July 2025 to submit a rejoinder.
- 43 By Procedural Order No. 6 of 31 July 2025, the Panel ordered that the Rejoinder of 25 July 2025 be forwarded to the Applicant and found that no oral hearings were necessary *ex officio*. The Panel also ordered that the Parties were granted a time limit until 15 August 2025 to request oral hearings.
- 44 By Procedural Order No. 7 of 26 August 2025, the Presiding Judge ordered that a copy of Respondent's letter of 12 August 2025 be forwarded to the Applicant, that a copy of the Applicant's letter of 15 August 2025 be forwarded to the Respondent, and that the present case be decided, without oral hearings, based on the written statements and documents submitted. It was also ordered that the Reporting Judge draw up a written report for the members of the Panel in the form of a draft reasoned judgment.

As to the Law

- 45 Article IX (1) of the Statute provides that the Tribunal shall apply the regulations established by the Respondent and the contracts between the Respondent and its officials, and shall satisfy itself, if necessary, that such regulations and contracts are in conformity with general principles of law.
- 46 Article IX (2) of the Statute provides that, in the absence of applicable rules, the Tribunal shall base its judgments on general principles of the law of the international civil service and, in case of doubt, on general principles of Swiss law, whereby it is understood that neither judgments delivered by other administrative tribunals of the international civil service nor those of national courts shall be binding upon the Tribunal.
- 47 Article IX of the Statute provides that, in all cases, the Tribunal shall take into account the customs and practices of the Respondent.
- 48 Article X (1) of the Statute provides that if the Tribunal finds that the Application is well-founded it may quash the decision contested and, if necessary, grant an appropriate remedy.

Admissibility

- 49 Initially, the Respondent was of the view that the Applicant challenged the decision not to renew her contract of employment at the Respondent. But the Applicant subsequently confirmed that the decision being challenged is the General Manager's response of 12 November 2024 to the Applicant's letter of 14 August 2024 and the clarification subsequently appears to have been noted by the Respondent.

- 50 Under Article 10 of the Rules of Procedure and Article VII (1) (a) of the Statute it is provided that any application must be brought to the Tribunal within 90 days. What is more, the Tribunal's decision in ATBIS 1/2018 made plain that the time for the period of 90 days to run is the time from the date on which the applicants are informed by the General Manager that their relief will not be afforded. While the application in this case was lodged more than two years after the termination of the Applicant's employment, the impugned decision being the decision of the General Manager of 12 November 2024 means this application was filed within the required time limit.
- 51 Subsequently, the Application is compliant with Article VI and Article VII of the Statute and is admissible.
- 52 Further, preliminary points will be dealt with in considering the claim to which they relate.

The Claims

Request #1: Provide the Applicant with full documentation pertaining to the investigation regarding the Applicant's harassment complaint, including the reports of, enclosures and witness statements and statements by [...] gathered by the Office of Ethics and Conduct and the Disciplinary Committee, and also the final outcome of the investigation

The Applicant's submissions

- 53 The Applicant contends that she was not provided with the report that pertains to the outcome of her harassment complaint, nor with any documentation relating to the investigation.
- 54 She argues that this constitutes a violation of the Respondent's duty of disclosure and of the Applicant's corresponding right to due process as she is prevented from challenging the decision communicated to her on 12 November 2024 that her case be closed.
- 55 Following the Applicant's interview by the disciplinary committee, the Applicant argues that the Respondent failed to duly inform her of the outcome of her harassment complaint and that, in fact, more than a year passed without any communication at all. She argues that it was only after the Applicant had formally requested an update in her letter of 14 August 2024, that the Respondent provided a response on 12 November 2024. Yet, this response merely stated that "...it was found that there was not sufficient evidence that improper conduct towards [the Applicant] took place...". This was, the Applicant argues, the first time she was informed of the decision to discontinue her harassment complaint for lack of evidence.
- 56 Further, the Applicant contends that this impugned decision contains no explanation as to why her harassment complaint was rejected. Despite her request to receive a copy of the Disciplinary Committee's report concerning the investigations into the conduct of both [the Head of the Team] and [the Line Manager],

the Applicant argues that the Respondent failed to provide it. She contends that this constitutes a violation of the Respondent's disclosure obligations.

- 57 The Applicant argues that the case law of the ILO Administrative Tribunal shows that a complainant of a harassment complaint is entitled not only to be informed of its outcome, but also to receive a copy of the investigation report along with all of the material evidence referred therein. This is, in order to allow him or her to challenge the findings of the investigation before the competent appellate body.
- 58 The Applicant refers in particular to the ILO Administrative Tribunal's Judgment 4739 in which it was held that

"12. The Global Fund's refusal to provide the complainant with a copy of the investigation report, even with reasonable redactions to respect the confidential nature of some aspects of the investigation, during the internal appeal process, seriously breached the complainant's right to due process. It unlawfully deprived him of the possibility of effectively challenging the findings of the investigation in the internal appeal process. It follows that the impugned decision [...] was tainted by a fundamental flaw and must therefore be set aside, without there being any need to examine the complainant's other pleas concerning the unlawfulness of this decision".

- 59 In the present case, the Applicant submits that she was not provided with the investigation report nor with any documentation pertaining to it. She argues that this inhibits her from challenging the decision before the present Tribunal as she is unable to engage with the merits of Respondent's decision to reject her complaint. This, she deduces, violates her right to be informed and to enjoy an effective internal appeals process.

The Respondent's submissions

- 60 The Respondent contends that the Applicant is not entitled to the investigation report into her complaint of improper conduct. The Respondent argues that, in accordance with Article IX of the Statute, the Tribunal, in exercising its competence, must apply the regulations established by the Respondent. The relevant regulations, according to the Respondent, is the Respondent's Safe and Respectful Workplace Policy, dated 15. September 2022 ("Safe and Respectful Workplace Policy"). For the Respondent, what is required under the Safe and Respectful Workplace Policy is that the Applicant be informed of the outcome. The Respondent contends that the Applicant was informed of the outcome by the General Manager on 12 November 2024 and that there is no further requirement to furnish the Applicant with the investigation report.
- 61 Further, the Respondent argues that the Applicant's reliance on a judgment of the ILO's Administrative Tribunal to support her request for disclosure of an investigation report into her complaint is misplaced. In this respect, the Respondent contends that, in addition to not being binding on the ATBIS under its Statute, international administrative tribunals have not generally recognized an unqualified right for complainants to receive a copy of the investigation report. Rather,

according to the Respondent, what is generally required is that the Applicant is informed of the outcome to the extent required under the organization's framework. The Respondent points to the example of the United Nations Dispute Tribunal and the United Nations Appeals Tribunal, which have found that a complainant is entitled only to the outcome of an investigation, and not to receive a copy of the investigation report or underlying evidence. Similarly, the Respondent highlights that the World Bank Administrative Tribunal found that an applicant's request for a copy of the investigation report into a complaint of harassment was ill-founded as the applicant had already received a summary of the findings.

- 62 In addition, the Respondent argues that it is noted in the ILO Administrative Tribunal's Judgment 4739 that the judgment was rendered in a context where communication of the outcome was not regulated by the relevant organization's framework and that there was a legal vacuum in this respect. The Respondent contends that this is different from the circumstances at hand because the Respondent's legal framework in its Safe and Respectful Workplace Policy provides that the complainant will be informed of the outcome: "After completion of the investigation, the staff member who has filed the complaint will be informed whether improper behavior has been found to have occurred ...".
- 63 As a result, the Respondent submits that the Applicant's request to obtain a copy of the investigation report and supporting materials should be rejected by the Tribunal.

Decision on Request #1

- 64 The Applicant requests that she be provided with the full documentation pertaining to the investigation regarding her harassment complaint, including the reports, enclosure, and witness statements as well as the statements of [...] (a former staff member of the Respondent serving in [...]) gathered by the Office of Ethics and Conduct and the Disciplinary Committee, and also the final outcome of the investigation.
- 65 In the present case, the applicable Safe and Respectful Workplace Policy of the Respondent provides in the relevant part that
- "[all] formal complaints filed will be promptly and thoroughly investigated by the Chief Ethics and Conduct Officer in accordance with the [Respondent's] Special Staff Rule on the Disciplinary Procedure. After completion of the investigation, the staff member who has filed the complaint will be informed whether improper behaviour has been found to have occurred and staff members found to have engaged in improper behaviour will be subject to disciplinary action in accordance with the Special Staff Rule on the Disciplinary Procedure".*
- 66 The Tribunal reads this policy as having two core components: (i) a duty to inform the staff member who made the complaint; (ii) a duty to take disciplinary action against staff members who are found to have engaged in improper behavior. With respect to the first component, a complainant is entitled to know the outcome of an investigation in a timely manner. This is a fundamental principle of fairness, a

part of the right to be heard and it ensures that a complainant can make an informed decision about the next steps he/she may wish to take in the process, including consultation with a legal representative and further legal action if appropriate. This understanding is also in line with the case law of other administrative tribunals. For example, in the ILO Administrative Tribunal's decision 5053, it was highlighted that "...la motivation d'une décision doit permettre à son destinataire d'en connaître les raisons, notamment pour le mettre à même de se déterminer en conséquence". What is more, the World Bank Administrative Tribunal has held that complainants should have access to information about the outcome of an investigation to enable them to decide how they should proceed with the exercise of their legal rights. The Applicant thus has a protected legal interest in this regard.

- 67 At the same time, particularly in cases where an allegation is dismissed, it is important that an investigation report is not circulated widely and only amongst a limited number of people who need to be informed of the details of the investigation. This helps to protect the anonymity, privacy, and reputation of the accused, and it is important that no record exists where an unfounded complaint has been made. What is more, as a matter of basic standards, it is necessary to protect the anonymity of any witnesses that have assisted in the investigation.
- 68 Notwithstanding the considerations in the paragraph above, the Tribunal takes the view that the legal interest of the Applicant could still have been protected by informing her of the outcome of the decision as well as providing her with a summary of the basic grounds on which the decision was taken. This could have been done in a way that preserved the anonymity of all those who participated in the investigation, including the witnesses. The summary of findings should provide the Applicant with enough information to make an informed decision about what she should do next. That the Applicant should have been informed of the outcome in a timely manner as well as with the basic grounds on which the decision has been taken is an interpretation of the Respondent's abovementioned policy that is in line with the case law of other administrative tribunals.
- 69 The second component of the abovementioned policy is the duty to take disciplinary action. In this context, the Applicant does not have a protected legal interest. There is no general right to appeal or contest the outcome of an investigation undertaken by the Respondent. This is clear from the Respondent's Safe and Respectful Workplace Policy and its Special Staff Rule on Disciplinary Procedure. While a complainant can initiate an application before this Tribunal if he/she believes the Respondent has acted inappropriately, this Tribunal does not serve as an appellate body for the substance of such complaints.
- 70 Thus, the Tribunal holds that the Applicant's Request #1 is partially accepted and orders the Respondent to release a summary of the key findings and the reasons for those findings, while preserving the anonymity of all participants in the process.

Request #2: Rescind the impugned decision

The Applicant's submissions

71 The Applicant contends that [the Line Manager] and [the Head of the Team] "...created a toxic environment...", which included "...aggressiveness, intimidation, belittling, criticizing staff members behind their back, and blatant sexism...". The Applicant also alleges "...she suffered in this toxic environment...", was "...humiliated in public meetings...", as well as "...being undermined and gaslighted in her meetings with her supervisor...".

72 According to Article II (2) (i) of the Respondent's Code of Conduct, Special Staff Rule (SSR) relating to Article 3 of the Staff Regulations, dated September 1997 and last amended 15 September 2022 ("Code of Conduct"), the Applicant argues, "[staff members] should treat all their colleagues with courtesy and respect, without harassment or physical or verbal abuse". While the Code of Conduct does not provide a definition of harassment, the Applicant contends that some guidance may be found in the case law of the ILO Administrative Tribunal. In particular, the Applicant points to Judgment 4884, where the tribunal provided an overview of its case law on harassment:

"The Tribunal recalls its settled case law that the question whether harassment occurred must be determined in the light of a careful examination of all the objective circumstances surrounding the acts complained of (see, in particular, Judgment 4471, consideration 18) [...] to establish that harassment took place, the alleged facts do not need to be proved beyond all reasonable doubt. Contrary to what is required when disciplinary proceedings are initiated against the perpetrator of harassment (see, to that effect, Judgments 4663, consideration 12, and 4289, consideration 10). The main factor in the recognition of harassment is the perception that the person concerned may reasonably and objectively have [experienced] acts or remarks liable to demean or humiliate her or him (see Judgments 4663, consideration 13, and 4541, consideration 8)".

73 Complementary, the Applicant reminds that, according to the Respondent's Code of Conduct,

"Members of Staff are free to use, without fear of reprisal, the existing institutional channels for conflict resolution (including the Grievance Procedure), and to express concerns to their line managers or to the Chief Ethics and Conduct Officer about situations which they have witnessed and which are, or which they believe to be, an infringement of the Code or any [rules of the Respondent]. Members of Staff shall not be prejudiced in any way for preventing or reporting (including through the whistleblowing channels established by the [Respondent]) infringement of the Code".

74 The Applicant argues that, in breach of Article 3 of the Respondent's Code of Conduct, both [the Head of the Team] and [the Line Manager] retaliated against her because she complained about the work environment [the Head of the Team and the Line Manager] had created in the [...] Team. The Applicant alleges that,

after she requested a Career Management Assignment, which she says would have allowed her to remove herself from an increasingly toxic work environment, she experienced increasing harassment and was subjected to an unfair performance review less than two weeks after giving birth, while she was still on maternity leave.

- 75 The Applicant also notes that, due to the retaliation from her manager after reporting the alleged harassment, and because she was dealing with her pregnancy, she did not escalate the case further at this point in time. She also puts forward that, during her interview with the investigator in the context of her formal complaint, she explained that she did not raise concerns with her unit head as "...there was nothing she could do as [...] was the same as [...] and they acted as one..." and "...[there] would be no protection...".
- 76 Further, the Applicant contends that the "...retaliatory nature of the decision not to renew her contract..." is also evidenced by the fact that a similar job in the area of [...] was advertised 3 months prior to the expiration of her contract, and that this showed her position was needed within the [...] Team. It is also argued that the advertisement did not refer to the need for a candidate to have a [...] profile, and furthermore it is contended that Human Resources did not share any information about this position with her. The Applicant submits that the decision not to renew her contract was in fact retaliation as she had "...spoken out against the alleged unethical behaviour of the two managers...".

The Respondent's submissions

- 77 The Respondent contends that the Tribunal should only review whether the Applicant's complaint of improper conduct under the Safe and Respectful Workplace Policy was handled in a way that led to a manifest error of judgment. It argues that this Tribunal should not assess whether the Applicant was in fact the victim of improper conduct under the Safe and Respectful Workplace Policy. This is, as the Respondent explains, because it is the Respondent who is empowered to investigate improper conduct when a complaint is made.
- 78 By conducting a fact-finding process as part of its investigation into the Applicant's complaints, the Respondent claims that it discharged its responsibilities under the Safe and Respectful Workplace Policy and the Special Staff Rule on Disciplinary Procedure for Misconduct relating to Article 16 of the Staff Regulations. The Respondent highlights that, after the Applicant filed her complaint on 25 November 2022, the Chief Ethics and Conduct Officer appraised the Applicant's complaint in accordance with the Safe and Respectful Workplace Policy and the Special Staff Rule on Disciplinary Procedure, that an inquiry was set up, and that the Applicant was interviewed with regard to her complaint on [...]. The Respondent argues that, once his inquiry was complete, the Chief Ethics and Conduct Officer referred the matter to a Disciplinary Committee, as was required by Paragraph (B) 7 of the Special Staff Rule on Disciplinary Procedure. It also points out that, on [...], the Disciplinary Committee, chaired by the Secretary-General, heard the Applicant's complaint.

- 79 Further, the Respondent contends that the Applicant was informed of the outcome of the fact-finding process on 12 November 2024 in the General Manager's response to the Applicant's letter of 14 August 2024.
- 80 With respect to the Applicant's contention that several former staff members raised allegations against [the Line Manager] and [the Head of the Team], the Respondent argues that this is not relevant to the issue at hand and goes on to deny the Applicant's assertion that a complaint by [...], a former staff member of the Respondent serving in [...] "...triggered an investigation by the Head and [Line Manager] of the [...] Team...". The Respondent claims that the Head and [Line Manager] of the [...] Team do not have the power to investigate complaints of improper conduct under the Safe and Respectful Workplace Policy and the Special Staff Rule on Disciplinary Procedure and that the statement provided by the Applicant in support of her allegation is "...unattributed, unsigned, and unauthenticated and therefore has no evidentiary value...".
- 81 Finally, the Respondent contends that anonymous people having posted statements on the website [...] about their experience with the Respondent is irrelevant to the matter at hand. The Respondent argues that it is unable to challenge these statements properly and, as a result, the Tribunal should not give any weight to such statements.
- 82 In summary, the Respondent submits there was insufficient evidence of improper conduct towards the Applicant, and in any case, an organization cannot be held accountable for every misbehavior of its staff members.

Decision on Request #2

- 83 The Applicant requests the Tribunal to rescind the Respondent's decision regarding her harassment complaint.
- 84 The Tribunal finds that the procedure for disciplinary action is set out in the Special Staff Rule on Disciplinary Procedure. Under paragraph B (1),
- "[an] inquiry may be initiated by the General Manager, Deputy General Manager, Chief Administrative Officer, or the Chief Ethics and Conduct Officer, when there is information that suggests Misconduct could have occurred".*
- 85 In the present case, the Chief Ethics and Conduct Officer assessed the Applicant's complaint under the Safe and Respectful Workplace Policy and Special Staff Rule on Disciplinary Procedure, and an inquiry was initiated by the Chief Ethics and Conduct Officer, upon which the Applicant was interviewed on [..]. Once his inquiry was complete, the Chief Ethics and Conduct Officer referred the matter to a Disciplinary Committee, in accordance with the required procedure. On [..], the Disciplinary Committee, chaired by the Secretary-General, heard the Applicant's complaint. This sequence of events, as shown in the record, demonstrates that the relevant standard, as set forth by the Staff Regulations was met, in particular, notably that an inquiry was conducted by the Chief Ethics and Conduct Officer upon receipt of the Applicant's complaint.

86 The Applicant was informed of the outcome of the fact-finding process on 12 November 2024. This was following a letter sent by the Applicant through her legal representative requiring that she be informed of the official outcome of the formal investigation (amongst other requests).

87 Regarding the Applicant's contention that the Respondent acted in a retaliatory way following her harassment complaint the Tribunal acknowledges that, apart from moral harassment and sexual harassment, there may also be a category of harassment that can be characterized as institutional harassment. Accordingly, each organization has an obligation to provide an environment that is free from harassment, and an organization's response to complaints made by staff members is particularly important in this regard. Subsequently, as the ILO Administrative Tribunal held,

"...decisions which appear to be managerially justified when taken individually, can amount to institutional harassment when the accumulation of repeated events of mismanagement or omissions, for which there is no reasonable explanation, deeply and adversely affect the staff member's dignity and career objectives..."

88 However, the Tribunal has not seen any evidence in the record that suggests the Respondent's conduct met this threshold or that the Respondent acted in a retaliatory manner as alleged by the Applicant. It is also important to recall that the ILO Administrative Tribunal found that "...a series of errors of management or omissions is not, in itself, sufficient to establish institutional harassment. Such errors or omissions must also have compromised the official's dignity or career prospects...". While the Respondent took a long time to inform the Applicant of the outcome of her complaint, the Tribunal observes that the Respondent followed all the required steps in the process for such complaints under its Special Staff Rule on Disciplinary Procedure and the Applicant has thus not made out her claim of retaliation.

89 The case law of international administrative tribunals confirms that an allegation of retaliation must be substantiated by an applicant through evidence showing a direct link between the retaliation and the consequences experienced by the applicant. In *Decision No. 337 O v. IBRD*, the World Bank Administrative Tribunal held that

"[a]n applicant bears the onus of establishing some factual basis to establish a direct link in motive between an alleged staff disclosure and an action. A staff member's subjective feelings of unfair treatment must be matched with sufficient relevant facts to substantiate a claim of retaliation..."

90 What is more, the decision of the World Bank Administrative Tribunal in *Anne-Marie Bodo v. International Bank for Reconstruction and Development* confirmed that a claimant bears some onus to establish that the staff member who took the harmful action was aware of the complaints against him/her and that the applicant should have availed of an internal complaints mechanism available to him/her in the first instance. In the present case, the Applicant has not furnished

evidence that establishes a direct link between the alleged retaliation and the outcome of the investigation or the decision not to renew her contract. It is also important to note that the staff members responsible for making decisions in respect of the investigation were not those who were responsible for extending or terminating the Applicant's contract.

- 91 To assess the time period required to inform the Applicant of the outcome of the investigation into her complaint, it is noteworthy that there is no time limit provided for in the Special Staff Rule on Disciplinary Procedure. Still, as held by other administrative tribunals, harassment cases should be dealt with efficiently, in part to protect the complainant. In particular, the ILO Administrative Tribunal found that

"...harassment cases should be treated as quickly and efficiently as possible, in order to protect staff members from unnecessary suffering (see Judgments 3447, consideration 7, and 2642, consideration 8). [In casu], the procedure took over 21 months (complaint filed on 11 July 2014 – final decision of the Assistant Director General issued on 15 April 2016). The Tribunal considers that [in casu] this period is excessively long and constitutes a breach of the duty of care..."

- 92 Furthermore, even though there is no established or explicit timeline in the Respondent's Special Staff Rule on Disciplinary Procedure, this does not exempt the Respondent from fundamental considerations of due process. Due process requires that individuals are not subjected to unreasonable delays in the determination of their rights. This is a principle that is firmly embedded in international human rights law. For example, Article 14 of the International Covenant on Civil and Political Rights requires that complaints be resolved "...without undue delay...", and the Human Rights Committee has repeatedly found a violation where investigative or disciplinary processes drag on for years without justification. Moreover, Article 6 (1) of the European Convention on Human Rights guarantees a hearing "...within a reasonable time...", a requirement the European Court of Human Rights has interpreted strictly in cases such as *Kudla v. Poland*, where excessive delays in judicial proceedings were found to violate the applicant's fair trial rights. These provisions and cases underscore that delays in investigations not only frustrate complainants but also risk compromising the effectiveness and credibility of the entire accountability framework. Ensuring timely outcomes is therefore a core component of due process and the legitimacy of disciplinary procedures.

- 93 The Tribunal observes that the Respondent should have informed the Applicant within a reasonable time period. In the present case, the Respondent informed the Applicant almost two years after she instigated the complaint, seventeen months after she was interviewed as part of the investigation and only after she had herself requested this information. It was not until 12 November 2024 that the Respondent notified the Applicant about the outcome and informed her that "...it was found that there was not sufficient evidence that improper conduct towards [her] took place...". The latter also suggests that the Respondent saw no impediment to informing the Applicant of the outcome of her complaint. Yet, the Tribunal determines that the Applicant should have been informed earlier at the

Respondent's own initiative and that the Respondent did not inform the Applicant within a reasonable time period.

- 94 As a result, the Applicant's second request concerning the rescinding of the decision on her harassment complaint must be rejected as she has not substantiated the claim of retaliation. Nevertheless, the time that the Respondent took to inform the Applicant of the investigation's outcome was unreasonably long. In the view of the Tribunal, the Applicant did not suffer any procedural or economic loss. However, she did suffer some moral harm because such delay created unbearable circumstances for the Applicant.
- 95 Thus, the Tribunal awards moral damages to the Applicant to compensate her for the Respondent's failure to act fairly towards her in this regard. The delay in the Respondent notifying the Applicant caused not only professional harm but also psychological distress and frustration, constituting a moral injury comparable to that recognized in prior case law of other administrative tribunals. This case law has confirmed that moral damages may arise from a range of injuries. As such, moral damages can result from both reputational harm and the lasting impairment of career development opportunities. There is also precedence for moral injury resulting from breaches of substantive and procedural employment rights or from evidenced distress and anxiety caused by such breaches. Similarly, the ILO Administrative Tribunal has confirmed that unreasonable delays, administrative mismanagement, or denial of fair process can give rise to compensable moral damages, even in the absence of material loss. Drawing on this case law, the Tribunal finds that the Applicant suffered a distinct moral injury justifying an award of moral damages in recognition of the harm she endured. The Tribunal holds that an amount of CHF 25,000 is appropriate and in line with other awards of international administrative tribunals.

Request #3: Pay material damages to the Applicant for loss of employment, equivalent to 24 months' salary

The Applicant's submissions

- 96 The Applicant contends that she complained several times of her ill treatment by [the Head of the Team] and [the Line Manager]. She asserts that, during a team meeting on [...], she complained about [the Head of the Team's] inappropriate conduct to [the Line Manager]. Yet, she alleges further, [the Line Manager] sided with [the Head of the Team]. On [...], the Applicant met with [...] Human Resources and formally requested a Career Management Assignment to transfer out of the hostile work environment. She argues that this request was "...clear, documented, and related to concerns about harassment..." but her request was ignored at this stage, and no protective measures were implemented.
- 97 Following these disclosures, the Applicant claims she experienced "...a steady pattern of professional marginalization..." and increasing scrutiny of her performance. For evidence she relies on her [...] evaluation during which [the Line Manager] criticized her for lacking "versatility" and for having "more of an [...] profile". This criticism, she submits, was not only in contrast to her earlier performance reviews but unfair in light of her nine years of experience in [...].

- 98 Moreover, the Applicant contends, that in the very same performance review of [...] [the Line Manager] assessed her performance on "...the lower side of 3...". Though, she claims this was "...based on unsubstantiated comments allegedly "highlighted by peers" without providing specific or concrete examples for giving her a lower rating than before...".
- 99 Unexpectedly to her, the Applicant continues, [the Line Manager] requested her to obtain an entry-level [...] certificate. A request she found to be both inappropriate given that she was an [...] with nine years of professional experience and "belittling". As reported in her internal investigation interview, conducted as a result of her harassment complaint [...], she was particularly frustrated with [the Line Manager] questioning her [...] skills and experience after having previously praised them. Subsequently, she suggested that instead she obtain [another] certificate, i.e. a certificate which requires substantial working experience in [...], to which, she claims, [the Line Manager] agreed. However, after she had passed this certificate, the Applicant contends, [the Line Manager] stated that it was insufficient, put her a development plan, and expected her to obtain an additional certificate related to [...].
- 100 To report on this ongoing harassment and retaliation that she felt experiencing the Applicant met again with [the Human Resources Officer] in [...]. However, as far as she could tell, nothing was done at this time.
- 101 Rather, the Applicant points out, in her performance evaluation of [...], [the Line Manager] kept stating "[currently, the Applicant] still has more of an [...] profile than the one of an [...] and should she wish to continue developing as an [...], we will need to define a development plan for [...], and she will need to firmly commit to succeed on her side".
- 102 On [...], at a time she was six months pregnant, the Applicant argues, the Respondent informed her of her contract not being renewed. The reasons given and contested by the Applicant were that different skills were needed in the organization and that she lacked any interest in developing her skills in [...]. Rather, the Applicant claims, her expertise remained relevant, which according to her was subsequently evidenced by the advertisement for a role very similar to the one she held. Notably, in [...], the Applicant purports, she received an automated LinkedIn notification about a [...] job opening in the [...] and that the description of the new position was "...almost identical to the functions she performed...". According to her this provided even more evidence that her termination was not justified and that the non-renewal of her appointment was indeed an act of retaliation rather than related to any operational need. In fact she only sought reassignment due to the hostile environment she allegedly experienced and did not wish to exit from the organization.
- 103 Further, in [...], the Applicant states, [the Line Manager] contacted her via her private email address to complete her performance review while she was still on maternity leave. The Applicant contends this to be highly inappropriate given that she gave birth to her second daughter "...less than two weeks before and that she was still on official maternity leave...".

- 104 The Applicant contends that [the Line Manager] contacted her while she was in hospital being treated for medical complications following her giving birth and that [the Line Manager] sent several reminders concerning different matters. The Applicant points out that at this time, she "...needed rest and distance from her work environment after having given birth..." and that [the Line Manager] was aware that, before she went on maternity leave, she was officially on sick leave from [...] to [...].
- 105 All this shows according to the Applicant that [the Line Manager] was both threatening and abusive in the way he misused his supervisory power over her and that other colleagues had also noticed his behavior in her regard.
- 106 In sum, the Applicant argues that, under the case law of the ILO Administrative Tribunal, international organizations have an obligation to protect staff members against retaliation and harassment, even when a complaint is not immediately submitted. In the present case, the Applicant submits, she and other staff members complained on numerous occasions about the toxic work environment created by [the Line Manager] and [the Head of the Team], and, since they had acted inappropriately even after the complaint was submitted, the Respondent failed in its duty to protect the Applicant.

The Respondent's submissions

- 107 The Respondent argues that not renewing a fixed-term appointment is at the discretion of the Respondent and that such a decision may be challenged only if it is substantively or procedurally deficient. The Respondent asserts that the Applicant's appointment "...carried no expectation of extension or conversion, and the decision not to extend or convert the Applicant's fixed-term appointment was a reasonable exercise of the Respondent's discretionary power in full compliance with all applicable procedural and substantive requirements...".
- 108 With regard to the standard of review, the Respondent points out that, in accordance with Article X (2) of the Statute, the Tribunal does not have the power to exercise discretion in the place of the Respondent in matters of appointments. Furthermore, it highlights that the Tribunal has previously accepted that, according to Article IX (1) of the Statute, "...the evaluation whether the Respondent's decision to let [an appointment] expire was procedurally defective is to be based on the Respondent's regulations...". Subsequently, the Respondent deduces, that the burden of proof for a decision being substantially deficient rests with the staff member who contests it. What is more, according to the Respondent, not all procedural errors necessarily amount to a substantive irregularity. Rather, it goes on, the case law of the Tribunal is in line with that of other administrative tribunals, which have also found that a decision about whether to extend an appointment is a matter of discretion and the decision not to extend an appointment is subject only to limited review.
- 109 Subsequently, the Respondent holds that a challenge can only succeed if an applicant shows that the decision was "...arbitrary, capricious, discriminatory, improperly motivated, based on an error of law or fact, or carried out in violation of fair and reasonable procedures...". Thus, the Respondent argues, substantive

irregularities giving rise to review by the Tribunal may include errors of fact or law. However, it contends, an administrative decision not to renew a fixed-term appointment should only be deemed an abuse of discretion if there is evidence that the decision was arbitrary, based on improper motives or errors of fact or law.

- 110 While the Respondent concedes that a breach of the process applicable within the organization that led to the decision would amount to a substantive irregularity subject to appeal, it claims that its decision not to renew or extend the Applicant's contract was in line with the terms of her appointment and the Respondent's legal framework on fixed-term appointments. The Respondent contends that non-renewal or non-conversion was both a possible and reasonable outcome and therefore not arbitrary or capricious.
- 111 In this regard the Respondent stresses that its policy on fixed-term appointments of 27 October 2008 clearly states that there is no claim to the renewal of a fixed-term appointment or conversion to any other type of contract and that fixed-term appointments can expire without notice.
- 112 Moreover, the Respondent argues that, under Article 9 of the Staff Regulations, a staff member's appointment is governed by the terms and conditions contained in the letter of appointment. In fact, the Applicant's letter of appointment of 22 September 2016 made clear that the fixed-term appointment did not entail any expectation of renewal or conversion, and rather provided that "...[the Applicant's] fixed-term appointment expires automatically at the end of the term, without prior notice, or indemnity...". Furthermore, the letter set out that "...there should be no expectation either of any renewal of the fixed term appointment, or of its subsequent conversion to any other type of appointment...". The Respondent further notes that the Applicant's letter of extension, dated [...] and accepted on [...], specified that her fixed-term appointment would be prolonged until [...] on the same terms and conditions.
- 113 Subsequently, the Respondent contends that the process in reaching the decision not to renew the Applicant's appointment was procedurally correct because the Respondent followed the established protocol with due diligence, as required under the Staffing Guidelines. The Respondent submits that the process resulted in a decision to allow the Applicant's fixed-term appointment to lapse, and that the Applicant was duly informed of both the decision and its reasons in a timely manner, in accordance with the Tribunal's case law.
- 114 The Respondent recalls that under section 3 of the Staffing Guidelines, the line manager, in consultation with the competent head of department, decides whether to extend or terminate a fixed-term contract. The provision further ensures that the staff member is granted sufficient notice of the decision, normally no less than six months before the contract expires. The Respondent observes that in the present case this was done on [...] when [the Line Manager] informed the Applicant that her appointment would not be extended beyond its expiry date of [...].

- 115 Further, the Respondent argues that because the Applicant's fixed-term appointment had already been extended once in [...], it was not possible to grant her a further extension of a fixed-term appointment unless there were exceptional circumstances. This, the Respondent sustains, is clearly set out in its information note to staff members on fixed term appointments, which limits an overall duration of tenure on fixed-term appointments to eight years. The Respondent further claims that, as part of the due diligence process, it was assessed whether the Applicant should be granted conversion to an open-ended appointment. Such an assessment applies more rigorous standards taking into account the staff member's achievements, skills, performance, alignment with the Respondent's culture and values, potential for long-term employment, and demonstrated versatility.
- 116 The Respondent submits that, while the Applicant's fixed-term appointment was extended in [...] to allow time to address certain shortcomings, the higher standards required for conversion to an open-ended appointment placed the principal focus on the Applicant's ability to demonstrate versatility in meeting the Respondent's changing needs.
- 117 That the process was conducted in line with due diligence is evidenced, according to the Respondent, not least by the memorandum written by the Applicant's line manager dated [...], which shows a balancing of different factors in coming to a decision to let the Applicant's appointment expire at its expiry-date of [...]. It also contends that this process is consistent with what the Tribunal has confirmed in its case law and characterized as "...fair and transparent [...] consistent with the general principles of law of the international civil service as applied by international tribunals..." and "...through which the case for a contract extension, conversion or expiration is assessed in a structured, consistent and comprehensive manner".
- 118 For all these reasons the Respondent concludes that the procedure that was followed and that led to the Applicant's non-renewal was "...manifestly fair and reasonable...", and as a result the decision was procedurally correct.
- 119 Furthermore, the Respondent claims that the decision was substantively correct because there were legitimate business reasons to justify the decision. According to the Respondent those reasons, which were shared with the Applicant on [...], were related to the evolving business needs of the [...]and in line with the Respondent's strategic plan towards [...]. The Respondent argues that the Applicant showed a lack of versatility in aligning with those evolving business needs and thus was unsuitable for a long term employment. The Respondent denies that the Applicant, which claims otherwise, was informed the position would "...no longer be required after restructuring...".
- 120 As purported by the Respondent such reasons for the decision to allow the Applicant's appointment to expire are in line with the Respondent's Staffing Guidelines, which state that non-conversion may be justified where the expertise needed for the position has changed, the staff member lacks that expertise, or the staff member has not shown adequate versatility. The Respondent also points out that the Staffing Guidelines authorize line managers to adjust team composition to ensure a balanced mix of skills and to meet future staffing needs.

- 121 The Respondent asserts that the [...] Unit's business priorities shifted their focus to strategic areas, consistent with the Respondent's operational requirements, external environment, and [...] transformation goals. To address these evolving needs, the Respondent advised the Applicant to improve her skills, a point documented in her performance evaluations of [...] and [...].
- 122 The Respondent highlights that the Applicant's [...] performance review noted that she had "...not done much in the last year to keep her technical skills up to date or develop her general [...] skills...". In the [following] review, the Respondent points out, it was mentioned she would "...need to define a development plan...". The Respondent also argues that, although the Applicant was encouraged to pursue an [...] certification, including the Respondent-recognized [...] credential, she chose not to do so. The Respondent further notes that in [...] and [...], the Applicant demonstrated a desire to leave a long-term career in [...], as shown by her request for a Career Management Assignment and her interest in moving to a different business unit.
- 123 Based on the foregoing, the Respondent submits that in light of the evolving demands of the position and the Applicant's long-term suitability for employment at the Respondent the decision on the Applicant's fixed-term appointment was properly taken. The decision corresponded with the Line Manager's observations and feedback recorded in the annual performance appraisals and was exercised openly, in line with the discretion granted to line managers to evaluate staff suitability against the Respondent's strategic priorities, as set out in the Respondent's Innovation [...] Strategy.
- 124 The Respondent also submits that its approach reflects established principles of efficient administration in international organizations and is consistent with the decisions of other international administrative tribunals, in particular, referring to the case law of the World Bank Administrative Tribunal, which has held that evolving business needs may form the basis of a decision not to renew a fixed-term appointment and that it is the Respondent's prerogative to decide which skillsets are required in order to satisfy changing needs. The Respondent notes that, as decisions on appointments are concerned, the Respondent has wide deference under the Statute of the Tribunal.
- 125 Finally, the Respondent disputes the Applicant's contention that the circulation by unknown parties of a job opening for a Senior [...] position within the [...] Unit at the Respondent contradicts the reasons given for the Applicant's termination and that it amounts to an act of retaliation. The Respondent explains that it advertised a Senior [...] position reflecting its evolving needs. The posting required specialized expertise in [...] and enabled the recruitment of candidates who could adapt to changing demands and possessed the required [...] qualifications, namely a [...] certification, prior traineeship in an [...], and experience with [...].
- 126 The Respondent observes that, upon the [...] job postings, it hired a Senior [...] Manager with expertise in [...] and the necessary experience in [...] and [...]. The Respondent asserts that the Applicant does not possess the required university-level education in [...], [...], [...], or a related area of expertise, nor the specialized experience in [...], [...], and [...] within the [...] field.

- 127 Given the above, the Respondent submits that the Applicant has failed to identify any factual or legal errors that would call into question the decision not to renew or convert her fixed-term appointment. The Respondent further points out that the decision not to extend or convert the Applicant's fixed-term appointment, notified on [...], was made well before her complaint about a toxic working environment, which was filed on [...].

Decision on Request #3

- 128 The Applicant requests that she be paid material damages for her loss of employment, in an amount equivalent to 24 months' salary.
- 129 Section 3 of the Respondent's Staffing Guidelines regarding appointments and contract renewals explains that "[the] fixed-term policy provides the Respondent with the flexibility to meet the evolving needs of jobs, business objectives and organizational structures". This suggests that the Staffing Guidelines were designed to provide a level of discretion and flexibility in light of the need for the organization to evolve over time. The Staffing Guidelines also note that

"[based] on business needs, some business areas may decide to maintain a certain percentage of their staff on fixed-term contracts in order to retain staffing flexibility, to acquire a certain mix of skills within the team, and to align staffing with future skills requirements. The decision to extend a fixed-term contract or to let it expire is made by the line manager, in consultation with the relevant Head of Department/Service. Conversion of a fixed-term contract to an open-ended one is proposed by the line manager and ultimately approved by the relevant Head of Department/Service".

This evidently vests the discretion to grant or deny the renewal of a contract or the offer of an open-ended contract in the line manager, in consultation with the relevant Head of Department/Service.

- 130 As a safeguard to this discretion and flexibility, the Staffing Guidelines go on to note that "[while] a fixed-term contract expires automatically at the end of the term - without prior notice or indemnity - a due diligence process is in place to support line managers and Heads of Department who need to decide on contract extension, conversion or expiration". The Staffing Guidelines provide for the particular due diligence process that must be followed with respect to appointments and contract renewals. In particular, it is provided that

"...the due diligence process possesses three key elements: a) whether the position, as well as the expertise required to effectively perform the duties associated with it, will be needed by the [Respondent] over the longer term; b) whether the staff member's achievements, demonstrated skills and performance, as well as adherence to the [Respondent's] working culture and values, make her/him a good candidate for longer-term employment at the [Respondent]; and c) (particularly for conversion to an open-ended contract) whether the staff member has displayed a sufficient degree of versatility that could enable him/her to be employed in

different functions in the future. As such, the decision regarding a staff member's fixed-term appointment is made in the context of the requirements of the position".

- 131 Under the Staffing Guidelines, the line manager is also expected to "...communicate the decision regarding expiration, extension or conversion of the fixed-term appointment to the concerned staff member within a reasonable period of time, typically no less than six months before expiration of the term".
- 132 As such, it is evident that fixed-term appointment decisions are guided by the role's requirements and business priorities, with some areas retaining a portion of such contracts to maintain flexibility, achieve the desired skill mix, and meet future needs. In consultation with the relevant Head of Department/Service, the line manager determines whether to extend, end, or propose converting a contract to an open-ended one, with final conversion approval given by the Head of Department/Service.
- 133 The evidence in the record indicates that the discretion not to convert the Applicant's contract into an open-ended contract was exercised by her Line Manager. What is more, the evidence shows that he followed the appropriate protocol under the Staffing Guidelines. [The Line Manager] sent a memorandum to Human Resources providing a justification for the Applicant's contract expiration, and this memorandum shows that he considered various factors in line with the due diligence process set out in the Staffing Guidelines, as explained above.
- 134 In addition, to follow the correct procedure, the decision to let the Applicant's fixed-term appointment expire, was communicated to the Applicant in a timely manner. The Applicant was informed on [...] and the contract expired on [...], which is a period of more than six months as indicated in the Staffing Guidelines and consistent with the case law of administrative tribunals on this issue.
- 135 That the appointment of a staff member is subject only to limited review is also well-established in the case law of administrative tribunals. It is evident that it is only possible to rescind a decision if an applicant shows that the decision was "arbitrary, capricious, discriminatory, improperly motivated, based on an error of law or fact, or carried out in violation of fair and reasonable procedures." There is no evidence of these criteria being met in the case at hand.
- 136 What is more, the case law of some administrative tribunals confirms that staffing needs are primarily to be determined by management and that appointment or renewal decisions can only be challenged under exceptional circumstances, especially where there has been an abuse of discretion. For example, the World Bank Administrative Tribunal recognized that "[the] staffing needs of a unit are determined by management and the Tribunal does not interfere in such decisions unless abuse of discretion is apparent". Further still, it underlined that "[matters] of term appointments, their extension or conversion to open-ended appointments, all depend on individual circumstances and the discretion of each manager in considering the business needs of his or her unit". This only confirms that the Applicant's Line Manager had the discretion to decide whether her contract should expire. In fact, he exercised that discretion by consulting with others and justified

the decision in accordance with the due diligence process set out in the Staffing Guidelines.

- 137 Subsequently, the Applicant's request for material damages for loss of employment, equivalent to 24 months' salary, must fail.

Request #4: Pay moral damages to the Applicant due to her remaining incapacitated by work-related sickness, covering her health insurance and medical costs, equivalent to six months' salary

The Applicant's submissions

- 138 Again, the Applicant submits that [the Line Manager] and [the Head of the Team] created a toxic work environment "...characterized by aggressiveness, intimidation, belittling, criticizing staff members behind their back, and blatant sexism..." and that she "...suffered under this toxic environment [by] being yelled at, sidelined and [...] humiliated in public meetings, as well being undermined and gaslighted in her meetings with her supervisor...".

- 139 Further, the Applicant reminds that, according to the Respondent's Code of Conduct

"Members of Staff are free to use, without fear of reprisal, the existing institutional channels for conflict resolution (including the Grievance Procedure), and to express concerns to their line managers or to the Chief Ethics and Conduct Officer about situations which they have witnessed and which are, or which they believe to be, an infringement of the Code or any [rules of the Respondent]. Members of Staff shall not be prejudiced in any way for preventing or reporting (including through the whistleblowing channels established by the Respondent) infringement of the Code".

- 140 According to the Applicant [the Head of the Team] and [the Line Manager] retaliated against her because she raised concerns about the hostile work environment [the Head of the Team and the Line Manager] created which violates Article II (2) (iii) of the Code of Conduct. Providing an example, she asserts that, following her request for a Career Management Assignment to leave a worsening toxic work environment, she was subjected to escalating harassment and an unfair performance review shortly after giving birth, during her official maternity leave.

- 141 The Applicant argues, having faced retaliation from her manager after reporting his alleged harassment and being pregnant, she did not feel able to escalate the issue. She told the investigator that she had not approached her Head of Unit because "...there was nothing she could do as [the Head of the Team] was the same as [the Line Manager] and they acted as one. There would be no protection...".

- 142 Moreover, she submits that the decision not to renew her contract appears retaliatory, as a nearly identical [...] position was posted three months before her contract's expiration, showing that her role was still required by the [...] Team. She asserts that the advertisement did not mention any [...] requirements, that

Human Resources neither informed her nor encouraged her to apply, and that the reason given for her separation was therefore a pretext intended to dismiss an employee who had spoken out.

- 143 Subsequently, the Applicant claims that the retaliatory and harassing treatment she suffered at the Respondent forced her onto sick leave, and she continues to be unable to work.

The Respondent's submissions

- 144 The Respondent submits that the Applicant is not entitled to damages for the alleged harm, noting that improper conduct has not been proven. It calls to mind that the Tribunal has previously held that damages are awarded only if an organization permits a hostile work environment, refuses to support an employee harassed by a colleague, or fails to prevent harassment by a superior. The Respondent also notes that the Tribunal has ruled that the Respondent is not liable when it has implemented a compliance or accountability framework and taken adequate steps to prevent harassment.
- 145 Further, the Respondent contends that there is no indication that it allowed for a hostile work environment, denied support, or failed to prevent harassment against the Applicant. Notably, the Applicant did not lodge any complaint regarding potential misconduct until [...]. The Respondent notes that it was unable to take steps to prevent or assist the Applicant before then, as she was already on sick leave prior to her separation.
- 146 In addition, the Respondent asserts that there is no evidence linking the Applicant's alleged condition to a toxic work environment. The investigation found no proof of improper conduct against her, and the statements submitted by the Applicant, intended to show such an environment and a causal connection to her illness, should not be given weight.
- 147 Finally, the Respondent notes that the Applicant's reported symptoms were in alignment with her pregnancy at the time. The Respondent asked its doctor, a Swiss-certified Specialist in Internal Medicine, to review anonymized copies of the Applicant's medical notes from [...] and [...] and provide an expert opinion, which indicated that the symptoms were typical of early pregnancy. Based on the doctor's opinion, the Respondent contends that there is no link between the Applicant's symptoms set out in her medical notes and her work at the Respondent.
- 148 Based on the above, the Respondent submits that the Applicant has not shown that she suffered any harm arising from her employment and, moreover, failed to provide timely notice of her illness. Consequently, her claim for compensation should not succeed.

Decision on Request #4

- 149 The Applicant requests the Tribunal to award her moral damages to compensate her for alleged incapacitation due to work-related sickness and to cover her health insurance and medical costs, in an amount equivalent to six months' salary.

- 150 The Tribunal has previously affirmed that an award of compensation by way of damages is warranted solely in circumstances where the organization condones a hostile work environment, declines to provide assistance to an employee subjected to harassment by a colleague, or fails to take adequate measures to prevent harassment perpetrated by a superior.
- 151 The Tribunal has likewise held that the Respondent cannot be held liable for damages where it has instituted a compliance or accountability framework and, in doing so, adopted appropriate measures to prevent harassment. Indeed, this Tribunal has stated that

"[generally], compensation in [the] form of damages is justified only if the organization tolerates a hostile work environment or, as the General Court of the European Union decided on 13 July 2018, refuses assistance to an employee harassed by a colleague (Case T-275/17 para. 115) or fails to prevent the harassment of an employee by a superior (Case T-377/17 para 162)". Moreover, the Tribunal held in Case 1/2018 (2019) that "[i]n establishing a compliance system [...] the Respondent took appropriate measures to prevent harassment. According to the law of the international civil service as applied by international administrative tribunals an organization cannot be held accountable for every single misbehaviour of its staff members".

- 152 In the present case, the records show that the Respondent has instituted an accountability framework and has taken steps to ensure against a hostile work environment, evidenced not least by the Safe and Respectful Workplace Policy, the Special Staff Rule on Disciplinary Procedure, and the Staff Regulations as well as the Respondent's Code of Conduct prohibiting improper conduct. All in all, these instruments demonstrate the existence of an accountability system that suggests allegations of improper conduct are addressed within the organization and that responsibility is ascribed for actions giving rise to a hostile work environment.
- 153 The Tribunal has likewise previously held that, in order for the Respondent to incur liability for damages, the complainant bears the obligation to notify the Respondent of the nature of the condition — an obligation which, in the present case, has not been fulfilled by the Applicant. The Applicant informed the Respondent of the nature of her illness on [...], through her request addressed to the General Manager. This was, notably, after her separation from the Respondent. The Tribunal has previously held that

"[e]ven if the Applicant's medical condition were related to a violation of the Respondent's duty of care and fair treatment, the Applicant would be under an obligation to make the Respondent aware of the nature of [their] condition [and that] an employer is under no obligation to address medical issues of a private nature...".

In the present case the Tribunal takes the view that it was incumbent on the Applicant to inform the Respondent during her employment that she was suffering from a medical condition triggered by her work environment. While in her harassment complaint of [...] the Applicant noted that the harassment and toxic

environment she complained of "...had an impact on [her] wellbeing including while being pregnant, and still does..." and in the subsequent interview on [...] that formed part of the official investigation, it was noted that the "...stressful situation had created a continuous pressure and stress and caused insomnia during her pregnancy..." and "...affected her wellbeing and health...", these are statements of a general nature unaccompanied by any official medical note or opinion. The medical notes issued between [...] and [...] that were used to justify her leave similarly contain no details about the nature or possible cause of her illness. The medical opinion of [...] regarding the Applicant's issues by Dr. [...] asserts that the Applicant links her condition to her workplace environment but it was issued approximately a year and a half after her employment at the Respondent ended.

- 154 What is more, the Tribunal finds that the Applicant has not satisfied her burden of proof in demonstrating a causal connection between her condition and the conduct in question. The record contains no conclusive evidence that her alleged medical condition is related to her employment.
- 155 In light of the above reasons, the Applicant's request for moral damages under this claim cannot succeed and is therefore denied. This is notwithstanding the moral damages that have been awarded under Request #2.

Request #5: Pay legal fees in the amount of CHF 25,500 (in Rejoinder (*sic, recte* Reply) from CHF 15,500)

The Applicant's submissions

- 156 While the Applicant originally requested CHF 15,500 in legal fees, she requested reimbursement in the amount of CHF 25,500 in her Rejoinder (*sic, recte* Reply), due to additional costs incurred for the drafting of her Rejoinder (*sic, recte* Reply).

The Respondent's submissions

- 157 The Respondent submits that the Applicant is not entitled to recover her legal fees. Under Article XIV (2) of the Statute, costs may be awarded only if the Tribunal rules in favor of the Applicant or under exceptional circumstances. Respondent argues that, as the Applicant's claims are without merit and should be dismissed, no exceptional circumstances exist to justify such an award. What is more, the Respondent contends that there was no basis for the revision of the Applicant's legal fees from CHF 15,500 to CHF 25,500 as the drafting of a reply which was the reason given for the increase by the Applicant should have been foreseen from the outset, and that the amount of the increase is disproportionate.

Decision on Request #5

- 158 The Applicant requests reimbursement of her legal fees in the amount of CHF 25,500.
- 159 Article XIV (2) of the Statute provides that the "...panel may, if it rules in the applicant's favour, award costs to be borne by the Respondent as indemnity for all or part of the expenses incurred by the applicant".

- 160 In light of the abovementioned provision of the Statute and given that the Applicant has partially succeeded in her claims, the Tribunal may exercise its discretion to award the Applicant's legal costs.
- 161 The Tribunal takes the view that the Respondent's failure to inform the Applicant of the outcome of her complaint in a timely manner made it necessary for her to call on legal representation. What is more, she would not have been able to receive the relief she is obtaining from the Tribunal, specifically an anonymized summary of the reasons for the outcome of the investigation, without consulting a lawyer. This provides at least in part for justification of awarding some of the Applicant's legal costs.
- 162 The Tribunal is also mindful that the Applicant only succeeded in some of her claims. This must have an influence on the amount of legal costs awarded. As such, the Tribunal decides that she should be awarded CHF 12,750. Request #5 is therefore partially accepted.

Conclusions

- 163 In view of the foregoing, the Tribunal finds:
1. Provide the Applicant with full documentation pertaining to the investigation regarding the Applicant's harassment complaint, including the reports of, enclosures and witness statements and statements by [...] gathered by the Office of Ethics and Conduct and the Disciplinary Committee, and also the final outcome of the investigation (Request #1); Partially accepted. The Respondent must release an anonymized summary of the reasons for the outcome of the investigation.
 2. Rescind the impugned decision (Request #2); Denied. However, moral damages are awarded for the delay in informing the Applicant of the outcome of her harassment claim. An amount of CHF 25,000 must be paid by the Respondent to the Applicant within 30 days of the date of this decision.
 3. Pay material damages to the Applicant for loss of employment, equivalent to 24 months' salary (Request #3); Denied.
 4. Pay moral damages to the Applicant due to her remaining incapacitated by work-related sickness, covering her health insurance and medical costs, equivalent to six months' salary (Request #4); Denied.
 5. Pay legal fees in the amount of CHF 25,500 (modified in Rejoinder (*sic, recte* Reply) from CHF 15,500) (Request #5); Partially accepted. The Applicant is awarded her legal costs partially in an amount of CHF 12,750, reflecting the partial success she obtained in her claims before the Tribunal. This must be paid by the Respondent to the Applicant within 30 days of the date of this decision.

Basel, 25 January 2026

The President:

The Registrar:

Prof. Dr. Jean-Marc Rapp

Prof. Dr. Ramon Mabillard