106th Session **Judgment No. 2796**

THE ADMINISTRATIVE TRIBUNAL,

Considering the complaint filed by Mr D.H.R. S. against the International Federation of Red Cross and Red Crescent Societies (IFRC hereinafter "the Federation") on 5 September 2007 and corrected on 2 October 2007, the Federation's reply of 9 January 2008, the complainant's rejoinder of 29 January, corrected on 15 February, and the Federation's surrejoinder of 25 April 2008;

Considering Articles II, paragraph 5, and VII of the Statute of the Tribunal;

Having examined the written submissions and decided not to order hearings, for which neither party has applied;

Considering that the facts of the case and the pleadings may be summed up as follows:

A. The complainant is a German national born in 1957. He was appointed under a one-year contract as Deputy Water and Sanitation Coordinator in Banda Aceh, Indonesia, as from 12 March 2006.

For security reasons the complainant's wife and daughter were required to stay in Medan, Indonesia, while he was serving in Banda Aceh. Being unsatisfied with the accommodation provided to his

family, the complainant repeatedly asked officials in the Medan Office to help him obtain suitable housing. On 13 April 2006 he wrote to the Head of the Medan Office and to the Head of Indonesia Delegation to inform them that his wife had undergone medical examinations and treatment abroad; he alleged that her illness was caused by the poor support provided by the Medan Office in dealing with their accommodation difficulties. On 20 April he met with his line manager, i.e. his second-level supervisor, expressing his concern for the comfort and safety of his family. He stated that he was not satisfied with the way in which the Medan Office had dealt with his housing difficulties and accused the Head of Office, and the Administration Delegate, of colluding with the property agents and of racism. The line manager immediately informed the Head of Delegation of these allegations. A further meeting took place in Jakarta on 26 April, at which the complainant was requested to elaborate on his accusations and substantiate them.

By a letter of 28 April 2006 the Head of Delegation, considering that the complainant's behaviour as a delegate was possibly in breach of the Federation's Code of Conduct for all Staff of the Federation Secretariat of March 2003, notified the complainant that he had decided to start disciplinary proceedings with regard to the unsubstantiated statements and allegations he had made concerning the honesty and integrity of certain staff members. He also expressed concern about the complainant's conduct towards his colleagues. The Head of Delegation asked him to explain the basis of his allegations and informed him that a two-person disciplinary panel, that included his line manager, had been appointed to consider the matter, which the Head had set out as four counts of misconduct. He explained that if the panel were to find that there had been misconduct or gross misconduct, the consequences could range from a written warning to the termination of his employment.

In its report of 5 June 2006 the disciplinary panel held that the four issues identified by the Head of Delegation constituted misconduct on the part of the complainant and recommended that a final written warning be sent to him. By a letter of 6 June the Head of Delegation informed the complainant that he had decided to endorse

the panel's recommendation and that any further examples of unfounded claims or unprofessional conduct on his part could result in his summary dismissal. The complainant wrote to the Secretary General on 19 June challenging that decision; the matter was referred to the Joint Appeals Commission on 28 July 2006.

The complainant's immediate supervisor wrote to the complainant on 7 September 2006 expressing concern at his attitude to work and to his colleagues. On 14 September the Head of Delegation informed the complainant in writing that his mission was terminated with immediate effect on the grounds that, following the written warning of 6 June, additional complaints about his behaviour had been received; this had led him to conclude that the complainant's performance had a negative impact on his colleagues and on the Federation's operations. By a letter of 17 October 2006 the Head of the Human Resources Department at Headquarters, in Geneva, notified the complainant that his appointment was terminated with immediate effect on the basis of clause 6 of his employment contract, which provides that an appointment may be terminated on just grounds without advance notice.

On 5 November 2006 the complainant filed a second appeal with the Secretary General challenging both the decision to terminate his mission and the decision to terminate his contract; the matter was referred to the Joint Appeals Commission on 14 November with a recommendation that it be joined to the complainant's first appeal. The Commission endorsed that recommendation and interviewed the complainant on 20 December 2006. It informed the complainant on 14 March 2007 that, at his request, it had decided to conduct further interviews of witnesses and that it would deliver its report to the Secretary General by the end of the month.

The complainant wrote an e-mail to the Secretary General on 16 May 2007 indicating that he had filed a complaint with the Tribunal on 29 August 2006 since no final decision had been reached on his appeal despite the numerous reminders he had sent. The complaint being incomplete, it had been returned to him in Indonesia. He asserted

that he had found the envelope bearing his name and containing his submissions opened on his desk on 7 September 2006.

By a letter of 31 May 2007 the Secretary General informed the complainant that he had received the Joint Appeals Commission's report; however, having noted that the Commission did not take into account his latest e-mail of 16 May and that it had raised a number of issues which related to the initial handling of his case, he invited him to have a discussion before making a final decision. The complainant replied that same day that he did not see how a telephone discussion would be helpful and asked the Secretary General to take his final decision by 19 June. Being asked again to have a telephone conversation with the Secretary General, the complainant reiterated on 22 June that he saw no advantage in talking to him and that he expected to receive a final decision on his appeal by 30 June 2007. Having received no response, the complainant filed his complaint with the Tribunal on 5 September.

B. The complainant submits that no final decision has been reached on his internal appeals, which have been pending for over a year. He stresses that he has queried the Administration several times on the progress made in that respect.

He alleges that the decisions to terminate his mission and his appointment were taken on the basis of dubious and unresolved allegations of misconduct. In his view, the allegations were unfair and unfounded. The problems he had reported to senior management did exist. Moreover, his statements were made in confidence.

In addition, he argues that some of the accusations raised in the decisions to terminate his mission and his contract were new to him and that he had received no oral or written notice in that respect. He asserts that he had received no verbal warning prior to the written warning of 7 September 2006 from his immediate supervisor accusing him of inappropriate behaviour; neither had his supervisor discussed this issue with him prior to that date.

The complainant asks the Tribunal to order that his performance appraisal report of 21 March 2006 be annulled, that the Federation

provide him with a positive work reference containing no "hidden messages", and that "transparent information about the cases and the final consequences" be given to all delegates who worked in Indonesia between March 2006 and March 2007. He claims compensation for the advances he had to pay between 13 March and 15 September 2006 for travel expenses and for which he was unable to claim reimbursement due to the abrupt termination of his contract. He also asks to be reinstated in a position similar to that held in Indonesia and to be allowed to finish his "original accompanied mission period", i.e. six months. He seeks compensation for loss of income between 17 October 2006 and 13 March 2007 in the amount of 40,812 Swiss francs and moral damages in the amount of 122,436 francs.

C. In its reply the Federation submits that the complaint is irreceivable for failure to exhaust internal means of redress. By a letter dated 7 January 2008 the Secretary General informed the complainant of his final decision on his two internal appeals. He stated that the letter of warning of 6 June 2006 was justified on account of the very damaging and unsubstantiated accusations he made publicly against his colleagues. Given that the complainant's continued inappropriate and unprofessional conduct jeopardised the Federation's operations in Banda Aceh and compromised the Federation's relations with its donors, the decisions to terminate his mission and his appointment with immediate effect were justified. Moreover, these decisions were consistent with the terms of the complainant's contract. Noting that the complainant had only one month to settle his personal affairs, the Secretary General offered him, however, the equivalent of three months' additional salary in full and final settlement of all his claims.

The defendant adds that some of the complainant's claims are new and therefore irreceivable. Indeed, he did not ask during the internal proceedings that his performance appraisal report be annulled, nor did he ask for the provision of a favourable reference, for reimbursement of advances and travel expenses or for the transmission of information. With regard to the alleged delay in the internal appeal proceedings, it argues that the complainant implicitly accepted such

delay by requesting that the disciplinary panel conduct additional interviews.

The Federation explains that the letter of warning of 6 June 2006 was issued because the complainant had been found guilty of misconduct following disciplinary proceedings, which were conducted in conformity with the procedure set out in the Code of Conduct. It submits that the allegations made by the complainant were deliberately false and, given the public context in which they were made, were damaging to the individuals concerned. It asserts that the decisions to terminate the complainant's mission and appointment were justified and taken in conformity with applicable provisions, since two final written warnings, the latter requesting immediate corrective action, which was not taken, were issued prior to the contested decisions.

D. In his rejoinder the complainant reiterates his pleas. He points out that the Joint Appeals Commission took more than a year to issue its report. He contends that the settlement offer made by the Secretary General in January 2008 is "astonishing"; if the Federation has acted in conformity with applicable regulations, as it alleges, it should not have offered him financial compensation. The complainant submits witness statements supporting his view about the housing problems faced by staff members in Medan, and he provides the names of additional witnesses the Tribunal may want to hear.

E. In its surrejoinder the Federation reiterates its position. It stresses that the complainant does not provide reasons for the Tribunal to hear witnesses and that the additional witness statements he has submitted are indirect statements made after the events had occurred.

CONSIDERATIONS

1. The complainant is a former staff member of the Federation whose contract was terminated on 17 October 2006, with immediate effect. His appointment followed a tsunami and, for security reasons, his family, like families of other staff members based in Banda Aceh,

was accommodated in Medan. The complainant did not find the accommodation provided to his family satisfactory – a situation in which he was apparently not alone – and raised a number of issues about it with appropriate officials but was not happy with their responses. Thereafter, he made a number of statements concerning those officials, alleging, amongst other things, racism and collusion with property agents.

2. Following the statements referred to above, the complainant was accused of misconduct. He was found guilty and issued with a final written warning on 6 June 2006. It was said in that warning:

> "if you commit any further instance of misconduct, of any kind, during your mission you may be summarily dismissed and your contract terminated."

On 19 June the complainant lodged an internal appeal with respect to this decision and it was submitted to the Joint Appeals Commission on 28 July 2006.

3. On 7 September the complainant received an e-mail from his immediate supervisor referring to a number of issues relating to his attitude to work and to his colleagues, and his mission was terminated with immediate effect on 14 September 2006, the grounds for the decision in that regard being:

- disrespect for procedures and rude behaviour resulting in the written warning of 6 June;
- rude and inconsiderate behaviour as described in the e-mail from his supervisor of 7 September; and
- additional complaints that had led the Head of Indonesia Delegation to conclude that his performance had had a negative impact on his colleagues, Federation operations and its relations with its partners and beneficiaries.

The additional complaints were not specified.

4. In the decision of 17 October 2006 terminating the complainant's contract with immediate effect, it was said that the decision was pursuant to clause 6 of his contract. That clause

relevantly provided for the termination of the contract on just grounds with immediate effect and defined "just grounds" to include:

> "any act which, in accordance with the rules of good faith, is incompatible with continued working relations with the person who has been given notice for reasons such as serious breach of the present contract and the annexes mentioned in [clause] 3, or any other behaviour which might throw discredit on the Federation."

The only annexure referred to in clause 3 of the contract is the Code of Conduct. The letter terminating the complainant's contract correctly set out the terms of clause 6 but provided no specific grounds for the decision, it merely being said that it was "[i]n consequence of the termination of [his] mission and justifications for this termination".

5. On 5 November 2006 the complainant filed an internal appeal with respect to the termination of his mission and the later termination of his contract. It was transmitted to the Joint Appeals Commission on 14 November with a recommendation that it be joined with the earlier appeal. The Commission interviewed the complainant on 20 December when he requested that others also be interviewed. It informed the complainant on 14 March 2007 that it had decided to interview others from the list presented by him and that it would deliver its report by the end of March. In the event, it was not delivered until May 2007. It will later be necessary to refer to that report in more detail.

6. The Secretary General informed the complainant on 31 May 2007 that he had received the report of the Joint Appeals Commission and stated, amongst other things, that it "raise[d] a number of questions in [his] mind regarding the handling of [his] case in the first instance". He invited the complainant to discuss the appeal with him by telephone before he made a final decision. The complainant replied the same day indicating that he did not see any advantage in that course and asking for a final decision on both appeals by 19 June 2007. The complainant received an e-mail on 22 June suggesting that he telephone the Secretary General on 13 July. He replied the same day, again indicating that he saw no advantage in speaking to the Secretary General by telephone and asking for a decision by 30 June. The

complainant was informed on 29 June that the Secretary General was on mission and had not seen his e-mail of 22 June. He heard nothing further and filed his complaint on 5 September 2007. Later, on 7 January 2008, the Secretary General informed him of his decision to reject both appeals but offered him three months' salary in settlement of the appeals and the complaint.

7. The Federation contends that the complainant has not exhausted internal remedies and that, therefore, the complaint is irreceivable. Alternatively, it argues that the complaint contains new allegations and claims for relief and is, to that extent, irreceivable. In this last regard, it points to the complainant's claims for annulment of his performance appraisal report, for the provision of a positive work reference, for the payment of advances and travel expenses and for the transmission of information concerning the issues raised in his complaint and its outcome to Federation delegates who were present in Banda Aceh between March 2006 and March 2007. None of these matters was the subject of his internal appeals. Accordingly, those claims are irreceivable (see Judgments 899, 1263, 1443 and 2213). Further and save in exceptional cases where an international organisation has a continuing duty to undo damage caused by its own communications to a third party, as in Judgment 2720, the Tribunal is not competent to issue orders of the kind sought (see Judgments 126, 1591 and 2058).

8. The submission that the complaint is irreceivable because of the failure to exhaust internal remedies is rejected. The Tribunal's case law allows that "where a complainant does everything necessary to get a final decision but the appeal proceedings appear unlikely to end within a reasonable time" a complaint may be brought to the Tribunal (see Judgment 1243). In the present case, the only thing the complainant failed to do was to discuss the matter with the Secretary General after the latter received the report of the Joint Appeals Commission. The complainant had no obligation to follow that course and he made it clear on 31 May 2007 and, again, on 22 June that he had no desire to do so. There being no further correspondence

from the Federation after 29 June 2007, it appeared unlikely by 5 September 2007 that a final decision would be made within a reasonable time and, indeed, it was not.

9. As already indicated, there were problems associated with the accommodation provided to the complainant's family on their arrival in Medan. It is not disputed that, apart from the time they spent in the Federation's guesthouse, the accommodation initially provided by the Federation was not satisfactory. There is evidence that other families faced similar problems. In the complainant's case, his wife became ill and had to seek treatment in Singapore. The complainant took the view that his wife's illness was the result of the failure of the Federation to provide accommodation that satisfied its own minimum standards and of the failure of the Administration Delegate to deal appropriately with the problem. In this context, the complainant made certain statements that became the subject of three disciplinary charges on 28 April 2006. It was alleged that, contrary to clause 6 of the Code of Conduct, he made intentional false and malicious statements, misrepresentations or false accusations against other staff members to the effect that the Administration Delegate had deliberately or irresponsibly jeopardised the health and safety of his family, that the Administration Delegate and another Federation official were guilty of racism and that the same two persons had colluded with property agents in Medan for their own advantage. The fourth charge was lack of professionalism in that the complainant had:

> "Apparently decided to refuse to communicate any further with the Medan office,
>
> Abruptly hung up on colleagues during telephone conversations,
>
> Claimed that other delegates [were] afraid to speak up about the service provided by the Medan office[,]
>
> Used inappropriate language in [his] emails with colleagues."

10. At all times, including in his pleadings in the present case, the complainant's main concern has been to elaborate the housing problems faced by his family. In that context, he did not deny making the statements that were the basis for the first three charges of

misconduct but claimed that they were made in confidential reports to his line manager. It is clear that at least two of the statements were made to his line manager and to no one else. However, the statements relating to the jeopardising of his wife's health were circulated to a number of people and another – "[d]arker the skin is, the worst the services you get" – was made at a meeting of delegates that had apparently been convened to discuss the accommodation issues in Medan.

11. The disciplinary panel assembled to consider the charges of misconduct found each of the charges established and recommended that the complainant be given a final written warning. However, there are a number of problems with the constitution and report of that panel. The panel was constituted by two persons, one of whom was the line manager to whom two of the statements had been made in a meeting to discuss the accommodation issues. The line manager reported the conversation to the Head of Delegation in an e-mail of 20 April 2006 in which he said he had cautioned the complainant that such statements were inflammatory and stated that he, the complainant, had "put himself in a position that [he] believe[d] ma[de] further service in the mission untenable". He concluded the e-mail by saying:

> "If [the complainant] persists in making the accusations he put to me today, then I believe we are obliged to investigate them. If he does not then we have grounds to dismiss him and terminate his contract under provisions available for violation of the Code of Conduct."

Having made that statement, it was inappropriate for the line manager to be part of the disciplinary panel.

12. Another problem with the disciplinary proceedings concerns the way in which two of the charges relating to the statements made by the complainant were framed. The first was framed as an allegation that the Administration Delegate "ha[d] – either deliberately or irresponsibly – jeopardised the health and safety of [his] family". A number of the complainant's statements were then particularised. In

one of those statements the word "irresponsible" was used, but neither the word "deliberately" nor any of its equivalents was.

13. The third charge was that the complainant had alleged that the Administration Delegate and another person "ha[d] somehow colluded with property agents in Medan, for their own advantage". The charge was based on two statements. Firstly, it was claimed that when speaking to his line manager who was a member of the disciplinary panel, the complainant had:

> "accused those two delegates of being engaged in 'corrupt practices'. In particular, it seems that [he] ha[s] asserted that those delegates were colluding with property agents, so as to benefit from the payment of inflated rent for sub-standard housing."

The second statement was identified as follows:

> "On another occasion [the complainant] apparently stated that [the two delegates concerned] deliberately increased rental prices."

No particulars were provided of the occasion when the last statement was allegedly made. However, it seems probable that it was part of the same conversation with the line manager who stated in his e-mail of 20 April 2006 that the complainant:

> "went on to accuse the Head of Office and the Admin[istration] Delegate of collusion in their dealings with the real estate agencies and supporting the payment of inflated rent for sub standard housing. He said that he was quite capable of finding a suitable house at the right price and was prepared to do so as the Medan Office obviously could not."

The e-mail of the line manager did not indicate that the complainant had used the words "corrupt practices" or that he had accused the officials concerned of engaging in collusion so as to benefit themselves.

14. So far as the fourth charge is concerned, two aspects of it, namely the apparent refusal to deal further with the Medan Office and the claim that other delegates were afraid to speak up, also seem to be based on the complainant's conversation with his line manager, whose e-mail contained the following statements:

> "[The complainant] further said that the Federation families in Medan were as a group not happy with the service provided by the Medan Office but that the Delegates involved were afraid to speak up about it."

and

> "It seemed to me that [the complainant] had closed his mind to working with the Medan Office and appeared to be justifying to himself how that was now not possible under any circumstances."

The other two aspects of the fourth charge, namely, hanging up abruptly on his colleagues and the use of inappropriate language were not particularised. Nor were any details provided in the report of the disciplinary panel.

15. The disciplinary panel did not consider the complainant's claim that the statements in question were made confidentially to his line manager in accordance with proper procedures. Clearly some statements were so made, including the statement that other delegates were afraid to speak up, a statement that in any event, simply does not involve misconduct. Nor is it obvious that the complainant's "apparent refusal" to deal further with the Medan Office constitutes misconduct. First of all, the only basis for that aspect of the charge seems to be the line manager's impression – "it seemed to me" – and, secondly, it is not clear why he was required to further deal with them if, as happened, he, himself, was prepared to find accommodation for his family.

16. A further and more serious problem with the report of the disciplinary panel is that it did not focus on the statements actually made by the complainant and did not consider whether they constituted "intentional false and malicious statements, misrepresentations or false accusation[s]" for the purpose of clause 6 of the Code of Conduct. In a provision defining misconduct by reference to acts or omissions of the same general nature, the word "intentional" must be taken to apply to all of the specified matters. And in that context, "intentional" must be taken to mean knowingly false or recklessly indifferent to the truth. That is because a statement that is made with an honest belief on reasonable grounds as to its truth, particularly when made to

the appropriate authority, does not constitute misconduct (see Judgment 2757).

17. When regard is had to the actual statements particularised as the basis on which the first three charges were made, it is not self-evident that they were intentionally false in the sense indicated. In this context, it is appropriate to refer to aspects of the report of the Joint Appeals Commission which did not expressly recommend that the complainant's appeal be allowed or rejected but seemingly opted for the former course by stating that as he had not clearly expressed his expectations, "it [was] recommended [that] the Secretary General [contact him] to get from him his direct requests". Nor did the Commission analyse the misconduct charged. Instead, it asked itself a number of questions, including whether it was clear that one party was right and the other wrong, whether the situation was properly addressed by management and whether the complainant was right in calling for full compliance with minimum standards. In answering these questions, the Commission stated that, although both parties were at fault, management had not controlled the situation properly, that, although management did its best to address the problems, the professional administrator should first have done his or her job and then addressed the complainant's communication style, and that, although delegates should have some flexibility with respect to minimum standards, management should have solved the problem as soon as possible. These findings indicate that the administration did not provide accommodation according to its own minimum standards and did not rectify the situation speedily. That being so, it may well have been that the complainant believed on reasonable grounds that the statements made by him concerning the jeopardising of his family's health, as distinct from the meaning ascribed to those statements in the charge of misconduct, were true.

18. So far as concerns the charge that the complainant falsely accused two officials of racism, it is relevant to note that the Joint Appeals Commission found that he "may have perceived some discriminatory attitude, which [was] not considered by [it] as

intentional". For presently relevant purposes, discrimination consists of different treatment when the treatment should be the same, whether that different treatment is intentional or otherwise. Accordingly, the complainant may well have believed on reasonable grounds in the truth of his statements.

19. As the e-mail by the line manager of his conversation with the complainant did not involve the words "corrupt practices" and did not involve a claim that the officials concerned were acting for their own financial benefit, it may also have been the case that the complainant believed on reasonable grounds that the statements actually made by him were true. In this regard, the complainant provided details of suitable accommodation that he believed could have been obtained at a cheaper price if the officials concerned had dealt directly with the owner.

20. As already indicated with respect to the fourth charge of misconduct, two of the matters relied upon for the charge are not self-evidently matters amounting to misconduct. The other two are not particularised either in the charge or in the findings of the disciplinary panel. However, it is unnecessary to deal further with those two matters, because of the inappropriate composition of the disciplinary panel and the irregularities in the way that it considered the charges of misconduct. Those matters have the consequence that its findings cannot stand. As the decision that a final written warning should be issued was based on that panel's report, that decision issued on 6 June 2006 must be set aside.

21. The decision of 14 September 2006 to terminate the complainant's mission with immediate effect was based on three grounds, the first of which was "disrespect of procedures and rude behaviour which resulted in a final written warning". As that written warning must be set aside, that decision must, to that extent, also be set aside. The second ground was "rude and inconsiderate behaviour" detailed in the e-mail of 7 September 2006. In its reply the Federation categorises that e-mail as a "second final written warning". It is correct

that it was said in that e-mail that the complainant should "consider [himself] on notice". However, as the earlier warning decision must be set aside, there are difficulties in treating the e-mail as a second final written warning. Even if it is regarded as a final written warning, the proper procedures were not observed for the termination of the complainant's mission. In the absence of an allegation of gross misconduct – and none was made in the e-mail of 7 September 2006 – the relevant disciplinary procedures required the carrying out of an "extraordinary performance appraisal" to identify the relevant problems and the expected improvement and to establish a date for review (Article 177 of the Disciplinary Procedures for Field Delegates). There is nothing to indicate that an appraisal of that kind was conducted. Moreover, Article 180 specifies that, if the delegate's performance has not improved at the time of review, "a *written warning* with a time limit to improve" must be given with the statement that "if [the necessary] improvements are not obtained, termination of the mission will follow". There is no evidence of any review or of any warning based on a review. These procedural defects are equally relevant to the third ground for the decision of 14 September 2006, namely the additional complaints that led the Head of Indonesia Delegation to conclude that the complainant's conduct was having the negative impact described in the decision. Accordingly, the decision to terminate the complainant's mission with immediate effect must also be set aside.

22. The decision of 17 October 2006 to terminate the complainant's contract was said to be pursuant to clause 6 of his contract. However, the letter informing him of that decision stated only that it was "[i]n consequence of the termination of [his] mission and justifications for this termination". There is nothing to suggest that the termination of the complainant's contract was based on anything other than the decision to terminate his mission which, in turn, was based, at least in part, on the final warning issued on 6 June 2006. As those decisions must be set aside, the decision to terminate his contract with immediate effect must also be set aside.

23. The challenged decisions must be set aside and as the Secretary General's actual decision of 7 January 2008 is inconsistent with that course, it must also be set aside. However, the time that has now elapsed makes reinstatement impractical. Accordingly, the complainant must be paid the net salary and other allowances he would have received had his contract continued until the date of its expiry, 11 March 2007, less any amount earned by him from other employment during that period, together with interest at the rate of 8 per cent per annum on the resulting sum from 11 March 2007 until the date of payment. The complainant is also entitled to moral damages in the amount of 15,000 Swiss francs by reason of the irregularity in the composition of the disciplinary panel and the subsequent failure of the Federation to observe correct procedures, including its failure to take a final decision with respect to his appeals within a reasonable time.

DECISION

For the above reasons,

1. The Secretary General's decision of 7 January 2008 is set aside, as are the earlier decisions of 6 June 2006, 14 September 2006 and 17 October 2006.

2. The Federation shall pay the complainant the net salary and other allowances he would have received had his contract continued until 11 March 2007 less any amount earned by him from other employment during that period, together with interest at the rate of 8 per cent per annum on the resulting sum from 11 March 2007 until the date of payment.

3. It shall pay the complainant moral damages in the amount of 15,000 Swiss francs.

4. The complaint is otherwise dismissed.

In witness of this judgment, adopted on 7 November 2008, Ms Mary G. Gaudron, Vice-President of the Tribunal, Mr Agustín Gordillo, Judge, and Mr Patrick Frydman, Judge, sign below, as do I, Catherine Comtet, Registrar.

Delivered in public in Geneva on 4 February 2009.

Mary G. Gaudron
Agustín Gordillo
Patrick Frydman
Catherine Comtet