2024

ANNUAL REPORT OF THE

NATO ADMINISTRATIVE TRIBUNAL

2024 Annual Report of the NATO Administrative Tribunal

Introduction

This is the eleventh Annual Report of the Administrative Tribunal (AT) of the North Atlantic Treaty Organization (NATO). It covers the period 1 July 2023–31 December 2024 and is issued on the initiative of the Administrative Tribunal, pursuant to Rule 4(h) of its Rules of Procedure (ROP).

Composition

Since 1 July 2023, the composition of the AT and the North Atlantic Council (NAC) appointments of the respective members have been as follows:

- Ms Louise Otis (Canada): appointed President for a five-year term starting on 1 July 2023;
- Mr Fabien Raynaud (France): appointed Member for a five-year term starting on 1 July 2023;
- Mr Thomas Laker (Germany): appointed Member for a five-year term starting on 1 July 2023;
- Ms Anne Trebilcock (United States), appointed Member for a five-year term starting on 1 July 2021; and
- Ms Seran Karataru Köstü (Turkey): appointed Member for a five-year term starting on 1 July 2021.

The Vice-President will, in accordance with Article 6.1.2 (b) of the Civilian Personnel Regulations (CPR), be elected by majority vote of the President and other members of the Tribunal through a secret ballot procedure.

The Tribunal members decided to elect a Vice-President to serve a one-year term.

Mr Thomas Laker was elected Vice-President from 1 July 2023 until 30 June 2024.

Ms Anne Trebilcock was elected Vice-President starting 1 July 2024.

Ms Laura Maglia served as the Tribunal's Registrar.

Organizational and administrative matters

The Tribunal launched the recruitment of an assistant in the summer of 2023 and a candidate was finally selected in January 2024. The post is expected to be filled upon receipt of the candidate's security clearance. In the meantime, the Tribunal has relied on the extension of the assignment of the full-time temporary staff member. An intern also worked for the Tribunal from April 2024 to September 2024.

The Tribunal published a collection of the presentations given at its conference "10 years of the NATO Administrative Tribunal – sharing experiences". The publication is also available online on the Tribunal's website. The conference, which was held on 29 June 2023, welcomed almost 100 participants, including representatives of other international administrative tribunals, the academic world, lawyers, NATO officials and officials of other international organizations dealing with international service employment matters.

Tribunal proceedings in the last six months of 2023 and in 2024

The Tribunal held the following sessions: 16–17 October 2023 (38th), 29–31 January 2024 (39th), 6–7 June 2024 (40th), 26–27 September 2024 (41st), and 9 December 2024 (42nd).

With the agreement of the parties and in consideration of the matters of the case, the 42nd session was held by videoconferencing. The necessary technical support was

hosted at NATO HQ, while judges and parties attended online.

The Tribunal rendered 31 judgments, five of which were delivered in 2023 and are also covered in this Report.

The Tribunal's President issued eleven orders, three of which were rendered in 2023 and are included in this Report, and the Tribunal three orders, one of which was rendered in 2023 and is also included in this Report.

The NATO Support and Procurement Agency (NSPA) was the respondent in thirteen cases, the NATO International Staff (NATO IS) and the Headquarters NATO Airborne Early Warning and Control Force Geilenkirchen (NAEW&CF GK) in five cases each, the NATO Communications and Information Agency (NCIA) in four cases, the NATO Science and Technology Organization Collaboration and Support Office (CSO) in two cases and the Supreme Headquarters Allied Powers Europe (SHAPE) and the Allied Joint Force Command Brunssum (JFC BS) in one case each.

The Tribunal continued to resolve cases as quickly as possible. The duration of the written procedure alone is around four months, to which must be added two periods of judicial closure (15 December–15 January and 1–31 August).

With the exception of one case that was summarily dismissed, most judgments were issued within seven to twelve months of the case being filed (except for one case that was joined with another appeal by the same appellant and was heard when the proceedings in the second case were finalized).

Cases were assigned to Panels of three judges or to the full Panel, taking into account the principle of rotation and equitable distribution of workload. In each case, the President designated another member of the Panel or herself to serve as judge-rapporteur, *inter alia*, to prepare a draft judgment for consideration and approval. Two cases in this reporting period were heard by a full Panel.

Ten new appeals were introduced in the last six months of 2023 and seventeen in 2024.

The Tribunal's case law in the last six months of 2023 and in 2024[1]

During the period covered by this Report, the Tribunal rendered the following judgments and orders, including judgments that were rendered in 2023 following the October 2023 session.

The AT President issued eleven orders in total, three of which in the second half of 2023:

- seven joining orders in **Case No. 2023/1354** and **Case No. 2023/1376** and **Case No. 2023/1355**; in **Case No. 2023/1349** and **Case No. 2023/1350**; **in Case No. 2023/1358** and **Case No. 2023/1359**; in **Case No. 2023/1368** and **Case No. 2024/1383**; in **Case No. 2024/1388** and **Case No. 2024/1390**; in **Case No. 2023/1380** and **Case No. 2024/1389**, and in **Case No. 2023/1368-2024/1383** and **Case No. 2024/1391**;
- three withdrawal orders in **Case No. 2023/1366**, **Case No. 2024/1385** and **Case No. 2024/1391**;
- one order concerning the hearing of witnesses in **Case No. 2024/1386**.

The Tribunal issued the following orders:

- two orders were issued following a request for clarification of judgment (Rule 30 of the Tribunal's Rules of Procedure (ROP)) in **Case No. 2022/1341** and in **Joined Cases Nos 2023/1354-1376**; and
- one order of summary dismissal (Rule 10 of the Tribunal's ROP) in **Case No. 2024/1384**.

[1] The following summaries of Tribunal judgments are for information purposes only and have no legal standing. The full texts of the judgments can be found on the Tribunal's website.

Summaries of the rendered judgments divided by topics

Modification/interpretation of the CPR

In **Case No. 2023/1356** the appellant, a retired NATO Staff member, challenged the IS decision to rescind Supplement B from his medical insurance coverage. Until 1 January 2023, the Organization's medical coverage consisted of Base Cover which provided 90% of benefits; NATO-wide Supplementary Cover which increased coverage up to 100% and offered additional other benefits; and supplements specific to the staff member's last duty station. Supplement B was available to affiliates whose last duty station was with NATO bodies in Germany or in the Netherlands. The appellant was covered by Supplement B while he was an active staff member and upon his retirement chose to continuing paying the associated premiums in full. In July 2022, the Secretary General endorsed a "Modernization of the NATO Medical Plan" that led to several changes including the rescission of the supplements and the introduction of the new "Affinity Products". The Tribunal examined all the allegations in a Full Panel composition and concluded that: the decision did not contravene the CPR. The Secretary General has the authority to determine the terms of insurance through the power to conclude insurance contracts. The decision didn't breach the appellant's contractual rights because the provisions concerning the medical plan are statutory provisions. The decision was made after extensive consultations with affected constituencies and was adequately communicated to those affected. Studies and analysis were made to ensure financial viability and to provide equality of choices. The decision did not infringe the principle of solidarity. The appeal was dismissed.

Case No. 2023/1357 was very similar to the above, except that the supplement concerned was Supplement C for residents in Turkey, the last duty station of the appellant, also a retired NATO staff member. Contentions were the same as Case No. 2023/1356, as was the analysis of the Tribunal, which was also sitting in a Full Panel composition. The appeal was dismissed.

In **Joined Cases Nos 2023/1358 and 1359** the appellants were NAEW&CF GK staff members who work on a monthly shift cycle. These shift cycles are designed to include pre-approved authorized overtime and its compensation (Articles 15.1, 17.2.2, 17.4.3

and 17.4.6 of the CPR). Until 30 March 2022, the number of credited hours for the appellants on sick leave varied depending on the specific plan in effect. However, on 1 April 2022, NAEW changed its practice, applying a uniform accounting system that credits 8 hours for each day of the planned shift cycle during sick leave. The Tribunal held that the CPR are clear and unambiguous, specifying that compensation is due for "time worked in excess". The Tribunal also observed that the change was adopted to ensure equal treatment with other staff members by calculating compensation only for overtime actually worked. The appeal was dismissed.

Joined Cases Nos 2023/1360-1363 also dealt with the same issue as Joined Cases Nos 2023/1358 and 1359 submitted by different appellants. The Tribunal's analysis and conclusions were the same. The appeals were dismissed.

In **Case No. 2023/1371** the appellant requested to be granted days of leave in compensation for work performed on prescribed official holidays regardless of the work's duration. The appellant claimed that Article 15.7.1 of the CPR had to be applied regardless of the rules on shift work, providing for specific additional compensation for shift work performed on official holidays. Regarding Articles 15 and 17.4.3 of the CPR, the Tribunal noted that the regulations not only establish different types of work, but also include different types of compensation for work prescribed on public holidays. Work in the context of normal office work is compensated with additional holidays while shift work on such days is compensated with additional financial payment. The Tribunal recalled the general principle of *lex specialis derogat leges generali* and held that the appellant, having received the additional financial compensation as foreseen in Article 17.4.3 of the CPR, has no right to additional compensation for his work on prescribed public holidays in the form of additional holidays. The appeal was dismissed.

Case No. 2023/1373 was very similar to Case No. 2023/1371, submitted by a different appellant on the same matter. The Tribunal's analysis and conclusions were the same. The appeal was dismissed.

Appointments and contracts

Case No. 2023/1353 was about the termination of the appellant's contract on performance grounds. The appellant, an IS officer, held a definite duration contract of three years. In accordance with the regulations, he was subject to the performance review system and assessed as not meeting the requirements (his last rating was "fair"). A Performance Improvement Plan (PIP) was initiated and further an Improving Performance Programme (IPP). The process was unsuccessful as the applicant's performance did not improve. Therefore, the contract was terminated with immediate effect in accordance with Article 9.1 of the CPR. The Tribunal recalled its previous case law stating that the administration has broad discretion when assessing an employee's abilities. It is not the role of the Tribunal to substitute its own judgment for that of the administration. The Tribunal's role is merely to rule on a manifest error of judgment or misuse of power; neither applied in this case. The appeal was dismissed.

In **Case No. 2023/1365** the appellant contested the decision not to renew his contract. As soon as the appellant joined the NSPA in 2017, under a definite duration contract, performance issues arose: his probationary period was extended, Performance Improvement Plans (PIP) were established in 2020 and 2021, performance appraisals regularly were under dispute, and performance ratings were "fair" in 2020, and "unsatisfactory" in 2021 and 2022. The Tribunal noted the appellant's criticism of many details of the appraisals, however remarked that it does not enter into a discussion about performance as long as the relevant rules are adhered to. The appellant's non-renewal was based on both requirements of Article 5.2.3 of the CPR not being met (interest of service and performance to the required standards) and the appeal was therefore dismissed.

Case No. 2023/1372 dealt with the suppression of the appellant's post and the subsequent termination of his indefinite duration contract. The NSPA terminated the appellant's contract on 23 November 2022, following the Agency Supervisory Board's (ASB) decision. The appellant was notified on 6 December 2022, and the termination took effect on 31 December 2022. Following the post suppression, the appellant, who had been with the Agency since 2010, was paid an allowance to substitute for the lack of notice plus a loss of job indemnity. The Tribunal stated that the appellant's contract was terminated due to a valid reason, i.e. the suppression of his post linked to funding shortfalls and in the exercise of managerial decision-making, without abuse of

authority. The Tribunal emphasized that he had been given an adequate reason, and although the termination notice was extremely short he received the required allowance, which was equivalent to the contractual notice period. Regarding the claim for priority consideration for vacant posts under Article 57.2 (redundancy status), the Tribunal stated that the General Manager was not authorized to offer priority consideration to non-staff members, which applied to the appellant as of 1 January 2023. The appeal was dismissed.

In **Case No. 2023/1374** the appellants – staff members at the HQ Joint Force Command Brunssum, with indefinite duration contracts – challenged the decision to select another applicant for a post. They alleged several procedural irregularities in relation to the selection process. The Tribunal recalled that decisions concerning appointments fall within the discretionary powers of an organization's management. A decision made within this discretion is subject to only limited review by the Tribunal, and only if it was made without authority, if a rule of form or procedure was breached, if it was based on a mistake of fact or law, if an essential fact was overlooked, if a clearly mistaken conclusion was drawn from the facts or if there was abuse of authority. The Tribunal rejected the appellant's contentions that a clearly mistaken conclusion was drawn by the selection board and also found that there was no basis to conclude that the decision to follow the board's unanimous recommendation was mistaken. Given the discretion to be afforded to the organization, there was no breach of a rule or obligation in the choices made regarding the types of examinations or the selected problem topic. However, the Tribunal observed that the post-decision feedback was not given in line with the guidelines in the Directive applicable to the HQ, giving rise to "the hurt sense of justice". Taking into account the various irregularities and the injury, the Tribunal concluded that non-material damages had to be awarded for the breaches of duty shown in relation to confidentiality, receiving information and feedback on a timely basis, and proper handling of personal data.

Case No. 2023/1377 was about the non-renewal of the appellant's contract on grounds of unsatisfactory performance. The appellant, in service with the NSPA since 2011, held different positions and in 2021, following the end of the operation in Afghanistan, had been reassigned to new duties. Upon the expiry of his last three-year definite duration contract, he had been offered a contract of one year only and had

been informed that a Performance Improvement Plan (PIP) would be drawn up to give him the chance to give full satisfaction in his duties. However, the appellant had different periods of sick leave due to the working environment. The Tribunal stated that the appellant could not have been fully trained for a very technical job in the period between the manager's criticisms and the PIP setting. The Tribunal held that the NSPA's decision affirming that the period worked was sufficient to show a total lack of improvement was a manifest error of judgment. The appellant worked only a few days during that period due to his periods of sick leave. The Tribunal annulled the decision.

In **Case No. 2023/1379** the appellant challenged the decision of the NSPA General Manager to terminate her contract at the end of the probationary period. The Tribunal recalled its settled case law that decisions concerning appointments and confirmation of the appointment at the end of the probationary period, are within the discretionary power of the Organization and as such subject to only limited review by the Tribunal. No irregularities, illegal actions or misconduct were committed by the respondent in the process and the Tribunal dismissed the appeal.

Joined Cases Nos 2023/1380 and 2024/1389 concerned mainly the decision to establish a Performance Improvement Plan (PIP) and terminate the appellant's contract on grounds of unsatisfactory performance. The appellant, an NSPA staff member holding a three-year definite duration contract, alleged irregularities in the establishment of the PIP and in the performance appraisal which ultimately led to his contract being terminated. The Tribunal recalled that it can only intervene with respect to a performance assessment in limited circumstances and that only the consequences of the PIP, i.e. the alteration of the appellant's conditions of work, are subject to appeal. The Tribunal however noted that the requirement to notify a staff member of the final appraisal and to afford him/her the opportunity to comment constitute substantial pre-conditions to termination. The Tribunal awarded material and non-material damages for the respondent's failure to respect the right to be heard.

In **Case No. 2024/1382** the appellant, a former NAEW staff member, contended that his non-recruitment by the NSPA was invalid due to several breaches of, inter alia, the CPR and national and EU data regulations. The Tribunal held that the appellant, as an external candidate for the post applied to, had no "conditions of work or of service"

in the NSPA about which he could appeal to the Tribunal. It dismissed the appeal for lack of jurisdiction *ratione personae* and the appellant having no *locus standi*.

Discipline

Case No. 2023/1348 is of a disciplinary nature. The appellant, a CSO staff member under an indefinite duration contract, had a difficult relationship with one of his subordinates for several years. Mediation was carried out as well as an internal audit without the situation improving. The Director decided to put an end to the quarrel and initiated disciplinary proceedings against the two staff members, resulting in a written censure against the appellant. The Tribunal determined that the criticisms leveled at the appellant regarding his management style were part of an assessment of professional performance and did not constitute a breach of professional obligation. Therefore, the disciplinary sanction imposed on him was not justified. Accordingly, the Tribunal annulled the unlawful sanction imposed on the appellant.

In **Case No. 2023/1352** the appellant, a CSO staff member under an indefinite duration contract challenged the Director's decision to suspend him from his duties. In 2022, it was found that the appellant had access to the unclassified mailbox of the Director, without him or the Deputy Director being aware of it. An investigation was launched and it was found that indeed the appellant had access, but at the same time it could not be established whether use of such access had been made. A written censure was imposed and the appellant retired a few days after. The appellant's emoluments were maintained during the suspension and he did not challenge the sanction. The Tribunal had to rule on whether the conditions set out in Article 60.2 of the CPR were met, which was the case, and therefore it dismissed the appeal.

Joined Cases Nos 2023/1354-1376 were submitted by the same appellant, an NSPA staff member under an indefinite duration contract. In Case No. 2023/1354 the appellant sought annulment of a disciplinary measure involving suspension without emoluments for six months. The Tribunal recalled its previous case law, stating that an agency has significant discretion in administering disciplinary measures, providing that basic due process requirements are met. The Tribunal rejected the appellant's claims of violations of due process, manifest error of judgment, violation of the

principles of good administration, impartiality and proportionality, abuse of power and violation of the duty of care. The Tribunal however awarded non-material damages due to the procedural irregularities in the actions involving the role of the Chief of Staff. In Case No. 2023/1376 the appellant sought to annul a transfer and amendment to his contract. The transfer was to a post in the same location, at the same grade, but with a different level of responsibility. The appellant maintained his indefinite duration contract. The parties disagreed whether the transfer fell under the provisions of Articles 4.1.1 or 57.4 of the CPR. The Tribunal considered that Article 4.1.1 applied and the transfer was in the interests of the service, i.e. the maintenance of a safe and harmonious work environment, in the light of the incidents that had occurred. The appeals were dismissed, but non-material damages awarded.

Case No. 2023/1378 was about the appellant's disciplinary procedure following the Fraud Investigation Findings Report concluding that she made false representations and misrepresentation about her travel claims and residence status. The appellant, an NCIA staff member with a three-year contract, was assigned duties in Germany and the Netherlands. This required frequent travel claim submissions and proper residence status assessments for expatriation allowance purposes. The Disciplinary Board characterized the appellant's acts as serious negligence and recommended a written censure. However, the NCIA General Manager (GM) decided on postponement of step increment. The Tribunal reiterated its constant case law whereby a decision-making authority disregarding the conclusions and recommendations of an advisory body it has itself created, must state clearly in its decisions the objective grounds that led it to opt for a divergent conclusion. The Tribunal annulled the decision and referred the case back to the NCIA for the GM to make a new decision, as the respondent had failed to state the said grounds.

In **Case No. 2024/1386** the appellant, an IS staff member under an indefinite duration contract, had been dismissed following disciplinary proceedings relating to allegations of harassment, bullying and discrimination against her. The Tribunal recalled that a dismissal, albeit a matter of the most serious nature, is a discretionary decision. The Tribunal heard witnesses. It examined the legal framework against which to assess the different allegations made (such as convening of the Disciplinary Board, right to be heard, standards against which the conduct was measured, sanctions that might

be imposed, etc.) and it considered them unfounded. The Tribunal however considered that the respondent violated its duty of care by not taking into account the interests of the staff member in some specific instances (providing support in addressing management challenges, adding the unnecessary additional stress of time pressure to the disciplinary proceedings, lack of full clarity within her performance management) and, while dismissing the appeal, granted compensation for non-material damages.

Joined Cases Nos 2024/1388 and 1390 concerned the NSPA's decision to suspend the appellant and deprive her of pay following accusations of professional misconduct for having an unauthorized professional activity that was incompatible with her stated medical condition. The appellant, an NSPA staff member under an indefinite duration contract, was put on sick leave and then on extended sick leave. During this period of extended sick leave she exercised her business, duly entered on the Trade and Companies Register. The NSPA suspended the appellant and initiated disciplinary proceedings. The appellant subsequently resigned before the procedure was completed and challenged the suspension before the AT. The Tribunal dismissed the appellant's allegations regarding procedural flaws and the disproportionate nature of the disciplinary action.

Sick-leave related

Case No. 2023/1369 concerned the termination of the appellant's contract due to his incapacity for service after extended sick leave. The appellant was an NSPA staff member with an indefinite duration contract who developed a condition that prevented him from engaging in his professional activity. He was first placed on sick leave, then extended sick leave, and finally assessed with a permanent disability rating of 6%. The appellant attempted to resume work, with certain adjustments, after his medical certificate's validity expired but the NSPA doctor placed him on sick leave. The GM further terminated his contract in accordance with Articles 9.1, 45.7.1 and 45.7.3 of the CPR. The Tribunal noted that the appellant truly intended to resume working and that he was not disabled when he joined the Organization. The Tribunal recalled that the Organization has a duty to consider the welfare of its staff members and annulled the decision to terminate the appellant's employment.

In **Case 2023/1370** the appellant, a SHAPE staff member under an indefinite duration contract, contested the termination of his employment following extended sick leave. The appellant also claimed that he should have been given 180 days of notice at the end of the maximum period of extended sick leave. The appellant however challenged the decision of the Civilian Personnel Branch Head and not that of the Head of NATO body. The appeal was therefore inadmissible. The Tribunal also recalled that termination of an employment contract under Article 45.7.1 at the expiration of the maximum period of 21 months does not mean that the regular period of notice must be applied. The appeal would have been dismissed on the merits too.

In **Case No. 2023/1381** the NSPA had terminated the appellant's contract on grounds that she was unfit to resume working for medical reasons and that her entitlement to sick leave under the provisions of the CPR (Article 45.7.3) had lapsed. The case centered on the NSPA medical adviser's decision to put the appellant back on extended sick leave. This resulted in her return to work being interrupted less than two months after she had gone back, meaning the duration of her sick leave remained unbroken. Therefore, it fell under the provisions of the aforementioned CPR Article. The Tribunal noted that the decisions were based on a medical opinion and assessment of the appellant, which concluded that her health prevented her from working. The Tribunal observed that it is the duty of the medical adviser to protect the health of staff members and take the necessary steps to ensure that their health is not in jeopardy. The Tribunal dismissed the appeal.

Case No. 2024/1392 dealt with the termination of the appellant's contract by the NSPA following a period of extended sick leave. The appellant, a staff member since 2003, had different periods of sick leave between 2018-2019 and an extended period of sick leave in 2020-2021 for which an Invalidity Board was convened, which found that she was not suffering from permanent invalidity. She resumed duties at the end of 2021 but shortly after, in 2022, submitted further medical certificates stating her unfitness to work. In July 2022, the General Manager informed the appellant that her contract would be terminated in accordance with Articles 9.1(ii) and 45.4 of the CPR. The decision was confirmed in July 2022 after rejecting the appellant's further request to convene another Invalidity Board. In late August 2023, the appellant contested such

decision and in November 2023 she contested the decision to terminate her contract. The Tribunal held that the fact the July 2022 decision to terminate the appellant's contract did not take effect due to the appellant's ongoing sick leave did not affect the deadline for her to contest the decision. The appeal was dismissed as time-barred.

Harassment-related

Case No. 2023/1364 was about the appellant's contentions that his complaint of harassment, bullying and discrimination was not properly handled by the NCIA and the contested decision was taken without proper investigation. The appellant, a staff member under an indefinite duration contract, submitted a written complaint against his section's Head and Team Leader alleging "a coordinated abuse of authority, bullying, discrimination and harassment". The Tribunal noted that the procedure set out in the NATO Harassment Policy for making a written complaint and in the CPR for a pre-litigation procedure differ from each other. The appellant did not exhaust the required pre-litigation procedure set out in the CPR, in accordance with the Policy; the appeal was therefore declared inadmissible.

In **Case No. 2024/1387** the appellant claimed that his first- and second-line managers abused their authority and harassed him. The NSPA dismissed his complaint of inappropriate behavior. The appellant had already submitted another case concerning the non-renewal of his contract (Case No. 2023/1365), which the Tribunal dismissed. Although the Tribunal dismissed the merits, it awarded compensation for damages for the procedural delays that left the appellant in the limbo for a considerable amount of time.

Joined Cases No. 2023/1368 and Case No. 2024/1383 were submitted by the same appellant. In Case No. 2023/1368 the appellant alleged, inter alia, bullying and harassment at NAEW. The Tribunal determined that the respondent was obligated to take managerial action to promote respect and courtesy among colleagues. By failing to manage the "interpersonal difficulties" it acknowledged in the appellant's situation, the respondent failed to meet its duty of care. The Tribunal compensated the appellant. Case No. 2024/1383 concerned the appellant's non-recruitment by the NSPA (case

linked to Case No. 2024/1382). The appellant contended that his de-selection from recruitment was the result of a phone call between NAEW and NSPA officials, in breach of the principles of non-retaliation, discrimination and defamation, the NATO Code of Conduct and the CPR. The Tribunal dismissed the appeal as inadmissible.

Other issues

In **Joined Cases Nos 2023/1349-1350**, the appellant, who held an indefinite duration contract with the NCIA, contested matters relating to his Job Description (JD) and reporting line. In Case No. 2023/1349 he sought to annul the respondent's reply to his emails requesting clarifications on the scope of his JD. However, he did not mention any specific task or duty that had been assigned to him outside of his job description. The Tribunal recalled that only decisions that directly and adversely affect staff members or former staff members can be challenged and it declared the appeal inadmissible. In Case No. 2023/1350 the appellant contended that the decision to change his reviewing manager was arbitrary and unlawful. The Tribunal recognized that decisions regarding reporting lines have an impact on the daily performance and working conditions of staff members. The Tribunal also observed that according to the NCIA Charter and section C of the CPR Preamble, the General Manager, as the Head of NATO body, has the authority to change a staff member's reporting line. The Tribunal concluded that the contested decision was regular and taken in the exercise of the respondent's discretionary powers, and found no basis to annul the contested decision. The appeals were dismissed.

Case No. 2023/1351 dealt with the appellant's request to be granted an educational allowance at the exceptional rate of 90% rather than the standard rate of 70% of the educational costs. The appellant joined the NSPA, working in Hungary, while his daughters remained in the country of origin. He requested the exceptional rate of the educational allowance for both daughters because the costs are unavoidable and excessively high. The Tribunal emphasized that the educational costs are considered unavoidable if a child cannot receive an adequate education without incurring them. Since the allowance compensates for the financial burden of education, the standard for assessing the unavoidability is limited to educational needs. Other aspects, such as potential declines in living standards or career prospects, cannot be considered.

The specific needs of each dependent child have also to be verified by the administration on an individual basis. The Tribunal concluded that while there were no compelling educational reasons preventing one child from attending the local state schools, the other daughter had a well-founded diagnosis of an educational impairment, making the costs of the selected private school unavoidable. The appeal was partially upheld.

In **Case No. 2023/1375** the appellant, a retired NATO staff member, sought an order for the International Staff to respond to his request for administrative review and subsequently his complaint. The Tribunal held that an appeal must deal with a decision affecting the conditions of work or service to be admissible. The Tribunal noted that the appellant did not contest any such decisions. In fact, by insisting that his appeal was not about the contents of his request for administrative review or his complaint, but rather about the Organization's neglect in processing them in accordance with the CPR, the appellant failed to meet the minimum requirements for admissibility. The appeal was therefore declared inadmissible. The Tribunal rejected the respondent's request under Article 6.8.3, but warned the appellant that it would apply such a provision in the future if he continues to abuse the appeal procedures.

In **Case 2024/1393** the appellant, an NSPA staff member, appealed against the General Manager's decision to deny his request to modify certain clauses in the Agency's revised Operating Instruction on Medical Fitness, Absence and Reintegration, which was first adopted in 2024. The appellant's claims referred in particular to the quarantine and vaccination provisions and the confidentiality of medical data. The Tribunal referred to its well-established case law stating that, to be admissible, an appeal must challenge an administrative decision that directly and adversely affects the appellant. The Tribunal held that the appellant had challenged aspects of the overall legality of a generally applicable policy and that his concerns remained hypothetical. The appeal was dismissed as inadmissible.