



JUDGMENTS and ORDERS

OF THE NATO ADMINISTRATIVE TRIBUNAL

2026 (First & Second Quarters)

North Atlantic Treaty Organization
B-1110 Brussels - Belgium

Judgments of the NATO Administrative Tribunal

2026

48th session (20-21 April 2026)

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North Atlantic Treaty Organization
B-1110 Brussels – Belgium



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

11 May 2026

AT-J(2026)0010

Judgment

Case No. 2025/1428

Appellant

v.

**Headquarters Allied Joint Force Command Naples
Respondent**

Brussels, 11 May 2026

Original: English

Keywords: admissibility; probationary period; termination of contract; use of PIP procedure.

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This judgment is rendered by a Panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü and Ms Anne Trebilcock, judges, having regard to the written procedure and further to its deliberations.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal by [name] (“the appellant”), dated 17 November 2025 and registered on 19 November 2025 as Case No. 2025/1428, lodged against the decision by the Commander, Headquarters Allied Joint Force Command Naples (HQ JFCNP, “the respondent”) and against the decision by the Chief of Staff of HQ JFCNP. The appellant seeks annulment of the termination of his employment, reinstatement, material and non-material damages, plus costs.

2. The appellant requested an expedited hearing on the basis of exceptional circumstances, as permitted under Article 6.6.4 of Annex IX to the NATO Civilian Personnel Regulations (“CPR”). Having taken into account the relevant documentation submitted by the appellant and by the respondent in relation to this request, the Tribunal decided on 5 December 2025 not to grant the expedited procedure.

3. The respondent’s answer to the appeal, dated 5 February 2026, was registered on 19 February 2026. The appellant’s reply, dated 9 March 2026, was registered on 19 March 2026. The respondent’s rejoinder, dated 17 April 2026, was registered on that date.

4. The appellant sought to waive his right to an oral hearing. The respondent did not object to this request. Since both parties had agreed, the Tribunal thus proceeded to examine the case on the basis of the written pleadings, as permitted under Article 6.7.1 of Annex IX to the CPR.

B. Factual background of the case

5. The background and relevant material facts of the case may be summarized as follows.

6. On 13 August 2024, the appellant and HQ JFCNP concluded a contract of employment for a three-year period from 3 September 2024 to 2 September 2027. The contract provided that the first six months of the contract “will be considered as probationary period,” during which either party could terminate it by giving 30 days of written notice. “At, or before, the end of this probationary period” the employee was to be informed in writing that the contract was confirmed, terminated with 30 days of notice or, “as an exceptional measure, that one further probationary period, not exceeding 6 months, is necessary.” The contract further stipulated that the employment was governed by the provisions of the CPR and applicable regulations, directives and instructions in effect during the contract’s term. It also stated that “[t]he employee will perform duties in accordance with the official job description for this

post, which may be amended as dictated by organisational requirements. The current job description, which forms an integral part of this contract, is attached and the employee will be advised of any amendments.” The appellant was employed in a coordinating role at Grade 15.

7. During the initial probationary period, there was a change in the appellant’s supervisor. Subsequently, the NATO Performance Management System sent an email dated 3 March 2025 notifying JNCFP’s Civilian Human Resources Management (“CHRM”) that the probationary period for the appellant “has been extended by the supervisor” until 3 September 2025. It was confirmed that the appellant and the new supervisor were copied on this email. Then, in a communication dated 5 March 2025, the Head of Human Resources (HR) informed the appellant that following a request by the first level supervisor, his initial probationary period had been extended up to 2 September 2025, “thus allowing a more accurate evaluation of your performance.” The appellant countersigned the notification on 6 March 2025.

8. Numerous communications sent between March and September 2025 by the appellant’s first and second level supervisors reminded him to coordinate his activities in advance and to report on them to the immediate supervisor before informing higher-level officials. On 1 July 2025, the first level supervisor informed the appellant that the supervisor had been tasked by HR to conduct a Performance Improvement Process (PIP) “to address the identified performance gaps during your extended probationary period,” using defined objectives and measurement criteria.

9. The first phase of the PIP ended on 31 July 2025 with the supervisor’s assessment that the appellant had not met the three objectives set. This triggered a second phase of the PIP until the end of August 2025. In the meantime, on 7 and 8 August 2025, the appellant submitted his comments on the report for the first phase; he objected in particular to the inclusion of duties outside his job description and to alleged interference with his managerial responsibilities.

10. On 11 August 2025, the appellant sent CHRM his detailed statement of disagreement with the supervisor’s conclusions for the first phase of the PIP. He requested a higher-level evaluation, confirmation of his employment, appointment of different first and second level supervisors, and analysis of documentation with a view to addressing discrepancies in job descriptions and organizational structure. The Head of CHRM replied on 18 August 2025 and urged the appellant to use a meeting scheduled for 22 August 2025 to address and clarify his concerns. She also recalled the terms of the contract of employment regarding the assignment of duties.

11. The first level supervisor provided his provisional review of the Phase 2 objectives on 22 August 2025, when he and the second level supervisor met with the appellant, in the presence of a CHRM staff member, to discuss performance. The supervisor’s detailed written evaluation concluded that none of the objectives had been met. The final assessment made by the first and second level supervisors was negative. Taking into account the appellant’s “professional knowledge and personal characteristics,” the first level supervisor did not recommend confirmation of the appellant’s contract. The appellant submitted comments to CHRM in relation to the minutes of the meeting, and on 29 August 2025, he sent his statement of disagreement with the outcome of Phase 2 of the PIP. On that date, the Chief of Staff of HQ JFCNP

wrote to inform the appellant that his “overall performance did not attain the required standard to warrant the confirmation of [his] contract of employment,” and that the last day of his contract would be 30 September 2025.

12. On 4 September 2025, the appellant submitted a request for administrative review of the Chief of Staff’s decision to the Commander of HQ JFCNP. The request sought rescission or modification of the decision of separation from the Organization, agreement to refer the matter directly to the Tribunal in accordance with Article 4.4 of Annex IX to the CPR, and consideration of appointing a different first level supervisor for the purposes of reporting and evaluation. A second request for administrative review by the appellant to the Commander, dated 22 September 2025, contained more detail, and requested rescission or modification of the decision of 29 August 2025, initiation of arrangements to refer the matter to a Complaint Committee in accordance with Articles 4 and 5 of Annex IX to the CPR, and extension of the appellant’s appointment for the duration necessary for the completion of the administrative review process. Both requests for administrative review included numerous attachments.

13. Following requests for clarification sent by the Senior Legal Adviser of HQ JFCNP to the appellant on 22 and 23 September 2025, the appellant stated his reasons for having submitted the documentation and arguments in stages.

14. In a memorandum dated 26 September 2025, the Commander of HQ JFCNP rejected both requests for administrative review, succinctly stating his reasons. He found the requests not grounded because the appellant had been informed of the decision to separate him in a proper way and in due time; the assessment of his work performance and qualifications had been made in line with applicable regulations, after careful consideration; the supervisory chain was correctly established; and he could pursue remedies available under the complaint and appeals procedures of the CPR after termination of employment. This memorandum also indicated that the appellant’s request to refer the matter to a Complaint Committee was premature, but could be pursued by him once he had received this rejection of his requests.

15. The appellant submitted this appeal directly to the Tribunal without filing a complaint to contest the decision after pursuing administrative review.

C. Summary of the parties’ contentions, legal arguments and relief sought

(i) The appellant’s main contentions

16. In relation to admissibility of the appeal, the appellant contends that he was entitled to file an appeal directly with the Tribunal since it would be duplicative to file a complaint with the same Head of NATO body who had rejected his request for administrative review. He maintains that the two decisions at issue did not take into account his views before being taken.

17. On the merits, the appellant alleges that the respondent made late and defective notifications, used an irregular supervisory chain and made a legally unfounded resort to a PIP procedure during probation. He maintains that the evaluation of his work in the probationary period by the respondent was not in line with

the principle of impartiality, and that he had performed all tasks in his job description in good faith and with accountability. Providing various details, he contends that the termination decision was unmotivated, unlawful and without legal basis. The appellant further maintains that the termination decision failed to take his statements of disagreement with performance evaluations into account.

18. The appellant seeks annulment of the termination decisions and asks for confirmation of his employment, reinstatement, payment of salary and pension entitlements since 1 October 2025, plus interest; payment of the installation allowance upon reinstatement; and compensation for non-material damage in the amount of €12,000, as well as costs in an amount up to €4000.

(ii) The respondent's main contentions

19. The respondent urges the Tribunal to dismiss the appeal as inadmissible, since the appellant did not file a complaint prior to seeking review by the Tribunal. It denies that the appellant was illegally deprived of his right to seek the involvement of the Complaint Committee.

20. On the merits, the respondent sets out its view of the proper standard of review in cases of non-confirmation of the appointment of a staff member while on probation. It maintains that HQ JFCNP acted in full compliance with applicable rules and with the principles of good faith and good administration, and engaged in constant cooperation with the appellant and acted with his agreement. The respondent contests a number of statements made by the appellant, and states that it had sufficient grounds to terminate his employment at the end of the extended probationary period. It urges the Tribunal to dismiss all claims as unfounded.

D. Considerations and conclusions

(i) Admissibility

21. The competence of the Tribunal is set out in Article 6.2 of Annex IX to the CPR; regarding appeals, Article 6.3 provides, *inter alia*, that “the Tribunal shall only entertain appeals after the appellant has exhausted all available channels for submitting complaints under this Annex” (Article 6.3.1). An appeal may be lodged directly with the Tribunal only when the contested issue is the result of a decision taken directly by the Head of a NATO body (Article 1.4 of Annex IX). The appellant has himself created some confusion by submitting two requests for administrative review and then not filing a complaint, while requesting action by the Complaint Committee. He has also sought to appeal two decisions, only one of which was final, to this Tribunal.

22. In the first of the appellant's requests for administrative review of the decision taken by the Chief of Staff, he requested establishment of a Complaint Committee. As the Commander's negative reply indicated, this was premature, since this would have been possible only once a complaint had been filed. In that initial request for administrative review, the appellant cited Article 4.4 of Annex IX to the CPR (provision for agreement by the parties to refer an appeal directly to the Tribunal), but it was not

relevant here. The Commander's statement that the appellant's case did not meet the legal requirements to be referred directly to the Tribunal by agreement of the parties thus had no legal effect.

23. The Tribunal finds that there was no need for the appellant to have the agreement of HQ JFCNP in order to proceed directly to the Tribunal. In line with the definition of "Head of NATO body" in the CPR (Preamble, Para. B.(v)(b)), the Commander who took the decision of 26 September 2025 was the Head of NATO body – in this case of Headquarters Allied Joint Force Command Naples. Furthermore, the appellant fell within the definition of international civilian staff who may bring appeals to the Tribunal (see CPR, Preamble, Para. B.(v)(c) and CPR, Annex IX, Article 6.2.1). Annex IX to the CPR provides in Article 1.4, "[w]here the contested issue is the result of a decision taken directly by the Head of a NATO body, the aggrieved party may lodge an appeal directly with the Administrative Tribunal." Since the second challenged decision was taken directly by the Commander as Head of NATO body, and the Tribunal has competence in relation to that body, the appellant was entitled to file this appeal directly with the Tribunal. The appeal of that decision is therefore admissible. However, the appeal of the earlier decision taken by the Chief of Staff on 29 August 2025 is not appealable to this Tribunal under the CPR, since it was not a final decision.

(ii) Merits

24. Essentially, the appellant alleges late and defective notifications, legally unfounded use of a PIP procedure during probation and an irregular supervisory chain that ignored his job description. In his view, the termination decision was not based on valid reasons and must be annulled.

25. In assessing the arguments made by the parties, the Tribunal recalls that the probationary period allows the Organization to decide whether the staff member has the required professional qualifications and capabilities and whether the person fits in his or her job in the Organization. Decisions concerning confirmation of an appointment at the end of the probationary period, regardless of whether it has been extended, are within the discretionary power of the Head of the Organization. Such decisions are subject to only limited review by the Tribunal. The Tribunal can interfere only if the decision was taken 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 an abuse of authority (see AT Judgment in Case No. 2024/1394 paragraph 30; AT Judgment in Case No. 2023/1379, paragraphs 20 and 21). The Tribunal now turns to applying this standard of review to the appellant's claims.

26. The appellant's contentions in relation to the notification of the extension of his probationary period relate to its timing and means of communication. While notification to the appellant by copy of an email to Civilian Human Resources Management (CHRM) on 3 March 2025 – the final day of the initial probationary period – followed by direct notification two days later was a questionable method to inform the appellant, he did not object to this action within 30 days. Instead, he benefited from having an additional six months in which he could have shown that he was a good fit for HQ JFCNP. In the light of these circumstances, these shortcomings do not create a basis

for invalidating the decision of 3 March 2025. The same conclusion is reached in relation to the appellant's allegations of non-consultation of his initial supervisor in relation to the decision to extend the probationary period at that time.

27. The appellant has also argued that the termination decision of 29 August 2025 was signed before the end of an alleged 15-day period from the date of submission of the final report in the NATO Personnel Management System. The respondent has shown that such a period was not legally foreseen during the probationary period. Furthermore, the shortcomings in relation to the appellant's performance and behaviour noted in this report were fully in line with those documented earlier during both the initial and the extended probationary periods. Article 6.4 of the CPR provides in part that "[a]t or before the end of the probationary period, the member of the staff will be notified in writing ... that it is terminated in accordance with the provisions" of the contract. This provision cross-references Article 10.1 of the CPR, which stipulates that during the probationary period either party may terminate an appointment on 30 calendar days' notice under initial contracts. The contract of employment reflected this procedure, which was properly followed in this case by means of the decision of 29 August 2025, notified on that date with effect 30 days later.

28. A further claim alleges that the respondent acted without a legal basis in imposing a PIP on him. The appellant correctly points out that the performance management system set out in the CPR, envisages a process that is completed on an annual basis (see Annex VIII to the CPR, Articles 1.1, 1.2 and 2.5), and is not designed for use in the shorter probationary period or its extension. The Tribunal finds that it was not appropriate for the respondent to impose a PIP on a probationary staff member, and there was no legal basis for doing so. Indeed, the respondent, in arguing that the 15-day period referred to in paragraph 27 above did not apply in the probationary period, has implicitly admitted this. However, nothing prevented the respondent from adapting the tools of objective setting and performance evaluation in deciding whether or not the interaction between the staff member on probation and the Organization would justify confirmation of the appointment. The setting of objectives and indicators was introduced here on the recommendation of the CHRM, and endorsed by the second level supervisor. The appellant initially agreed to the process and made comments in response to criticism.

29. Importantly, the PIP was not the only basis on which the decision to terminate the probationary contract was made. The appellant had received ample feedback from the first level supervisor well before the PIP was introduced. As Article 55.4 of the CPR provides, the assessments and recommendations of the supervisor "represent the personal assessments and recommendations of the officials in question against which the staff member cannot invoke the complaints and appeals procedures." The decision not to confirm the appellant's probationary appointment was based upon such assessments and recommendations.

30. As noted above, the probationary period allows the Organization to decide whether the staff member has the requisite professional qualifications and abilities and whether the person fits in his or her job. In light of the established case law in relation to the probationary period and taking into account the circumstances of this case as a whole, the Tribunal rejects the appellant's claim to set aside the respondent's discretionary decision. There is thus no basis for granting the other claims.

31. For these reasons, the appeal is dismissed.

E. Costs

32. Article 6.8.2 of Annex IX to the CPR provides:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant.

33. Since the Tribunal has found that there were no good grounds for the appeal, reimbursement of expenses is not justified.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed in full.

Done in Brussels, on 11 May 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Anne Trebilcock, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

5 June 2026

AT-J(2026)0011

Judgment

Joined Cases Nos 2025/1421-1422-1423-1426-1430

Appellants

v.

NATO International Staff

Respondent

Brussels, 22 May 2026

Original: English

Keywords: rebalancing of contributions to the RCMF; admissibility: exceptional circumstances; acquired rights; principle of solidarity; unequal treatment; JCB procedure.

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This judgment is rendered by the full panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü, Mr Thomas Laker, Mr Fabien Raynaud and Ms Anne Trebilcock, judges, having regard to the written procedure and further to the hearings on 20 April 2026.

A. Proceedings

1. The NATO Administrative Tribunal (the “Tribunal”) has been seized of multiple related appeals by [names], dated respectively 18 October 2025, 18 October 2025, 18 October 2025, 29 October 2025 and 2 December 2025. The appeals were registered as Cases Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430 on respectively 29 October 2025, 29 October 2025, 29 October 2025, 10 November 2025 and 5 December 2025.
2. By a common answer dated 4 February 2026, the respondent replied to the present appeals. In that answer, the respondent requested, pursuant to Rule 13(3) of the Rules of Procedure, that the five appeals together with three other cases be joined for the remainder of the proceedings and for the purpose of a single judgment.
3. On 5 March 2026, by a joint reply, the appellants in Cases Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430 replied to the respondent’s answer. They stated that their reply concerned only those five related cases, and that whether or not any joinder should occur remained a matter for the Tribunal. They also emphasized that the five appellants were in different factual situations and that it should remain possible to have different rulings to take account of those differences.
4. On 26 March 2026, an *amicus curiae* brief was submitted by [name], one of the two vice-chairs of the Confederation of NATO Civilian Staff Committees (“CNCSC”). He was also the former chair of the CNCSC Retirees’ Medical Claims Fund and Group Insurance Working Group at the time when the rebalancing of the Retirees Medical Claims Fund (“RMCF”) contributions and the deletion of the footnote to Article 51.2 of the Civilian Personnel Regulations (“CPR”) were discussed.
5. By a rejoinder dated 7 April 2026, the respondent replied to the joint reply filed by the present five appellants and also commented on the *amicus curiae* brief. In that submission, the respondent maintained its objections to admissibility and, in the alternative, its submissions on the merits.
6. On 13 April 2026, the Tribunal issued an order to join the five appeals.
7. The present appeals arise out of the decision of the Organization to rebalance contributions to the RMCF with effect from 1 July 2025.

8. An oral hearing was held at NATO Headquarters on 20 April 2026. The Tribunal heard the appellants' statements as well as arguments by their joint representative and by the respondent's representative, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

9. The five appellants are former NATO civilian staff members who retired at different times, from different NATO bodies, and under different pension arrangements. Each of them challenges the financial consequences of the contested decision as applied to his or her post-retirement medical cover.

10. [name] joined the NAEW FC E3A Geilenkirchen in 1981 and retired in 2006 at grade B5 step 11 after 24 years and 4 months of service. He later paid additional months of contribution to reach the 25-year threshold. He was receiving a monthly pension under the Coordinated Pension Scheme and before 1 July 2025 had paid no premium for continued medical cover. The new contribution appeared in his July 2025 pension pay slip.

11. [name] joined SHAPE in 1981 and retired from JHQ Northeast in 2005 at grade A3 step 10 after 25 years and 2 months of service. He was receiving a monthly pension under the Coordinated Pension Scheme. Before 1 July 2025, he had paid no premium for continued medical cover. The new contribution appeared in his July 2025 pension pay slip.

12. [name] joined SHAPE in 1974 and retired from the NATO CI Agency in 2014 at grade B3 step 11 after 39 years and 8 months of service. She retired under the Provident Fund and was not receiving a monthly NATO pension. Before 1 July 2025, she had paid no premium for continued medical cover. The new contribution appeared in an invoice issued on 30 September 2025 and sent to her on 14 October 2025.

13. [name] joined SHAPE in 2004 and retired from the NCI Agency in 2023 at grade G20 step 24 after 19 years and 2 months of service. He was affiliated to the Coordinated Pension Scheme and was receiving a monthly pension. At the time the contested decision entered into force, he qualified as a bridger. Before 1 July 2025, he had paid the bridging cover premium. The additional contribution appeared in his July 2025 pension pay slip.

14. [name] joined JFC Brunssum in 2014 and retired in 2024 at grade G17/28 after 10 years and 5 months of service. He was affiliated to the NATO Defined Contribution Pension Scheme and received a lump sum at retirement rather than a monthly pension. He also qualified as a bridger. Before 1 July 2025, he had paid the bridging cover premium. The additional contribution appeared in an invoice dated 30 September 2025 and sent on 16 October 2025.

15. In sum, at the time the contested decision entered into force, [names] belonged to the category of retired staff who had continued medical cover under the RMCF without personal contributions. [names] belonged to the category of bridgers (retired staff between 55 and 65 who remained covered under the bridging cover and paid the corresponding premium until the age of 65).

16. NATO introduced lifelong medical coverage for retirees and their dependants in 1971. It revised the qualifying conditions in 1974 and again in 1988. In 1995, it introduced the bridging cover for staff leaving service between the ages of 55 and 65.

17. The RMCF was established on 1 January 2001 after private insurers were no longer willing to underwrite coverage for persons over 65. Under the new system, active staff contributed to the Fund. Some retirees also contributed, and staff leaving service between 55 and 65 remained covered under the bridging cover until the age of 65 subject to the payment of a premium until they reached the age of 65. A Supervisory Committee was established to oversee the Fund. Under Article 4 of Annex XIII to the CPR, that Committee included representatives of NATO administrations, active staff through the CNCSC, and retired staff through the Confederation of NATO Retired Civilian Staff Associations ("CNRCSA").

18. The long-term viability of the RMCF was reviewed repeatedly in the following years. In 2009, the Secretary General informed the North Atlantic Council ("NAC") that actuarial projections showed a risk of depletion of the Fund. In 2013, yearly expenses began to exceed yearly contributions, retirees' contributions were increased from 3% to 5%, and the International Board of Auditors for NATO ("IBAN") also expressed concern about the Fund's sustainability.

19. In 2016, following a proposal made by the CNCSC in 2014 and concurring advice from the RMCF Supervisory Committee, the Office of Legal Affairs and the Joint Consultative Board ("JCB"), the NAC amended the footnote to Article 51.2 of the CPR. That amendment narrowed the category of long-serving retired staff entitled to premium-free continued medical cover ("CMC") after the age of 65.

20. The 2016 amendment also led to litigation. The Tribunal dismissed 116 joined appeals as inadmissible because no implementing decisions had yet been taken concerning the active staff who had appealed. Later, once some staff had retired and were asked to pay a premium under the amended footnote, further appeals were brought and were rejected on the merits in Joined Cases Nos. 2020/1294-1296.

21. After phase 1 of the modernization of the NATO Medical Plan in July 2022, the Organization undertook further work on the financial viability of the RMCF, which essentially became phase 2 of the modernization of the Medical Plan.

22. On 9 December 2022, the International Service for Remuneration and Pensions ("ISRP") produced an updated asset and liability management study for the RMCF which predicted the depletion of the Fund under all of the nine different scenarios it had examined.

23. The RMCF Supervisory Committee discussed that study on 28 February 2023. At that stage, the CNCSC pressed for rebalancing contributions, while the CNRCSA took the view that it was premature to change contributions and proposed waiting longer.

24. In 2024, the JCB Working Group on Insurance Matters considered options for rebalancing the contribution burden between active and retired staff. It met on 22 February, 7 March, 9 April and 8 May 2024 and included discussions with representatives of the CNCSC and the CNRCSA.

25. On 29 May 2024, the JCB Working Group adopted recommendations for rebalancing RMCF contributions between active and retired staff.

26. In parallel, and as recorded in letters dated 28 March 2024 and 31 May 2024, the CNRCSA challenged the assumptions used in the ISRP study and obtained an independent actuarial assessment. The CNRCSA maintained that the RMCF was not then facing a long-term viability problem.

27. On 4 June 2024, the assessment was presented at the JCB meeting, during further consultations with the CNCSC and the CNRCSA.

28. On 24 June 2024, the CNRCSA wrote to the JCB Chair that it had agreed to endorse the JCB recommendations.

29. On 3 July 2024, the JCB unanimously adopted recommendations on the rebalancing of RMCF contributions with effect from 1 July 2025. Those recommendations included deleting the footnote to Article 51.2 of the CPR and introducing RMCF contributions for bridgers before the age of 65. These amount to the “contested decision” in the present appeals.

30. Before its deletion, the footnote to Article 51.2 exempted from payment after the age of 65 those staff members recruited before 1 January 2001 who had contributed to the group insurance scheme for at least 25 years and who retired from service by 3 August 2016. Retired staff who did not meet that condition were required to pay a premium after the age of 65 to continue coverage.

31. On 11 December 2024, the Secretary General submitted to the NAC the proposal to delete the footnote to Article 51.2. The NAC approved that amendment on 31 January 2025, under silence procedure with effect from 1 July 2025.

32. On 21 May 2025, Office Notice ON(2025)0014 was issued. It recorded the contested decision and the related rebalancing measures. The medical insurance company circulated it to retired staff on 29 May 2025.

33. ON(2025)0014 provided that, from 1 July 2025, retired staff over 65 who had previously been exempt would contribute at the rate of 4.5% of their last salary based on grade and step at departure. This would be shared one third by the retired staff

member and two thirds by the Organization. It also provided that bridgers would contribute to the RMCF at the same rate in addition to the bridging cover, bringing their personal contribution to 3.17% of the same salary basis.

C. Parties' contentions and arguments

34. The parties' contentions and arguments are summarized and discussed below, as part of the analysis of each of the appellants' grounds.

D. Considerations and conclusions

(i) Admissibility

35. The respondent submits that the appeals are inadmissible for failure to comply with the mandatory time limits in Annex IX to the CPR. It argues that the contested decision was notified on 29 May 2025 through the medical insurance company's communication enclosing ON(2025)0014. According to the respondent, that ON was not a general rule or policy as it identified the categories concerned, specified the applicable percentages and basis of calculation, and stated that the new rules would enter into force on 1 July 2025.

36. The respondent therefore maintains that the 60-day time limit to file an appeal under Article 6.3.2 of Annex IX began to run on that date. It expired before any appeal was filed.

37. The appellants dispute that objection. They argue that ON(2025)0014 merely communicated the content and implications of a general and abstract legislative measure, namely the deletion of the footnote to Article 51.2 of the CPR and its consequences. It was not the individual act adversely affecting them. The adverse act occurred only with the concrete application of that measure in their respective pension pay slips or invoices, and only those individual acts were challengeable.

38. In the alternative, the respondent argues that even if the time limit were calculated from the individual acts, the appeals of [names] would still be out of time. These appellants filed on 18 October 2025, although their July 2025 pension pay slips reflecting the additional contribution were dated 22 July 2025.

39. The respondent acknowledges, however, that if the time limit were to run from the dates of the individual acts, the appeals of [names] would be admissible since they were filed on 29 October and 2 December 2025 respectively.

40. The appellants answer that with respect to the three appeals filed on 18 October 2025, they relied in good faith on Article 1.2(c) of Annex IX and understood it as excluding the Tribunal's recess from the calculation of the filing period. They ask the Tribunal to admit their appeals on an exceptional basis under Article 6.3.3 of Annex

IX. They invoke their good faith, the alleged ambiguity of Article 1.2(c), and the fact that they were not assisted by counsel when lodging their appeals.

41. The respondent rejects that argument. It maintains that Article 1.2(c) concerns only time limits in already pending appeal procedures, and that Article 6.3.3 is reserved for unusual circumstances outside an appellant's control.

42. The Tribunal recalls that in Case No. 2020/1306, paragraph 32, it held that Article 6.2.1 of Annex IX authorizes appeals against decisions provided that the decision has "been applied in a manner affecting the appellant's personal interests". It also held at paragraph 36, that "[m]ere publicity or briefings" regarding a NAC decision or other policy change are not a basis to seek administrative review.

43. Similarly, in Case No. 2020/1303, paragraph 52, it held that information notes of a general nature were not an "individual act that adversely affected them" and that it "is only from the time of knowledge of the individual decision that the time frame for lodging an appeal starts to run, i.e. in the present case the pension slip implementing, for the first time, the new version of Article 36 of Annex IV of the CPR".

44. Applying those principles, the Tribunal does not accept that time began to run on 29 May 2025 merely because ON(2025)0014 had been circulated by the medical insurance company on that date. The ON was a measure of general application. It publicized a decision that would take effect from 1 July 2025 but it did not deduct any sum from a pension or issue any invoice to an individual retired staff member. For the appellants, the measure became a concrete and individual act only with the pension slips or invoices that applied the new regime to them personally.

45. However, the Tribunal notes that [names] challenge the July 2025 individual pension slips where the new RMCF contribution was first reflected. Those slips were notified on 22 July 2025, yet the three appeals were submitted only on 18 October 2025. As a result, they were filed outside the 60-day time limit laid down in Article 6.3.2 of Annex IX.

46. The arguments made by the appellants to overcome that delay must be rejected. The Tribunal recalls Article 1.2 of Annex IX which states that "[r]espect of time limits is mandatory". In Case No. 2022/1345, paragraph 35, the Tribunal similarly emphasized that "respect of time limits is mandatory". In that same judgment, paragraph 36, it also held that "the suspension of time limits during the Tribunal's recess periods pursuant to Article 1.2(c) of Annex IX applies only to pending appeals".

47. Article 6.6.4 of Annex IX provides for the departure from these time limits in "exceptional circumstances". In Case Nos. 889 and 890, paragraph 34, the Tribunal explained that the waiver of the time limit in "very exceptional circumstances" consists of "an objective element, i.e. unusual circumstances outside the appellant's control, and a subjective element, i.e. the obligation for the appellant to guard against the consequences of an unusual event by taking the appropriate steps".

48. In the present case, the Tribunal is unable to find exceptional circumstances that could justify an extension of time limits. The facts relied on by the appellants, namely the mistaken interpretation of the applicable procedural rules or the absence of legal representation do not amount to such circumstances. They are not circumstances outside of the appellants' control or the subject of an unusual event.

49. The Tribunal, however, finds that the position is different for [names]. [name] challenges the invoice received on 16 October 2025 and filed his appeal on 29 October 2025. [name] challenges the invoice received on 14 October 2025 and filed her appeal on 2 December 2025. Those appeals were submitted within the required time limit.

50. Accordingly, the Tribunal determines that the appeals in Cases Nos. 2025/1421, 2025/1422 and 2025/1423 are inadmissible. The appeals in Cases Nos. 2025/1426 and 2025/1430, however, are admissible. The Tribunal will therefore examine the merits only with respect to [names], while noting that most of the findings would have been applicable to the other three appellants whose appeals are inadmissible.

(ii) Merits

a. The contested decision does not lack a clear legal basis

51. The appellants contend that the contested decision lacks a clear legal basis. They maintain that the NAC approved only the deletion of the relevant footnote, while the rebalancing of premiums lacks a sufficiently established legal basis as it was not submitted to the Strategic Commands, the Secretary General, or the NAC for formal approval.

52. They also rely on the absence of a formal decision document ("D-doc"). Such a document would normally have contained a full description and rationale of the proposed change. In its absence, they argue that the Strategic Commands, the Secretary General and the NAC did not have a full view of the financial impacts of the proposed changes.

53. The respondent rejects those arguments.

54. The respondent submits that the contested decision was endorsed by the Secretary General and the Supreme Allied Commanders in 2024 as provided in ON(2025)0014. It further argues that the legal basis for those aspects of the decision lies in Article 48.2 of the CPR, which vests in the Secretary General and the Supreme Allied Commanders broad authority to determine the method of insurance to be applied. For the respondent, this includes the authority to determine the existence and rate of contribution to the RMCF.

55. It contends that the NAC approved under silence procedure the deletion of the footnote to Article 51.2 of the CPR on 31 January 2025. This was based on the general authority of the NAC to make decisions regarding all active and retired staff. That

retirees previously covered by the footnote would now be required to pay RMCF contributions, effectively a rebalancing of premiums, was a logical consequence of the footnote's deletion.

56. The Tribunal does not find that the contested decision lacked a legal basis. The contested decision falls within the broad authority vested in the Secretary General by Article 48.2, read together with Article 51.2 of the CPR and Annex XIII to determine the method of insurance and adjust the annual premium, subsequent to a consultative process.

57. The Tribunal recalls that in Case No. 2023/1357, paragraph 45, it held that the Secretary General "has the authority to modify premiums" and more broadly the "necessary authority to determine the terms of insurance."

58. Further, the Tribunal observes that the contested decision was put before the NAC by the Secretary General and approved under silence procedure on 31 January 2025 with effect from 1 July 2025.

59. Finally, the Tribunal considers that the absence of a formal D-doc does not affect that conclusion, since no such document was required. The appellants have not identified any provisions of the CPR or any other instrument that prescribes the production of a D-doc.

60. Accordingly, the Tribunal finds that contested decision had a clear legal basis.

b. The contested decision is based on objective and clear justifications

61. The appellants contend that the contested decision is not based on objective and clear justifications. They maintain that the RMCF has in reality grown faster than predicted by the ISRP studies and that the assumptions used in those studies did not accurately reflect the actual evolution of the Fund. They challenge in particular assumptions concerning return on investment, salary inflation, medical-cost inflation and projected demographic developments.

62. The appellants further maintain that the alternative CNRCSA model, validated by an independent actuary, showed that under different assumptions the Fund might not be depleted for decades or at all.

63. The appellants clarify that they are not asking the Tribunal to recalculate or redo the actuarial studies. Their position is rather that the Organization failed to establish objective and urgent justifications for the contested decision. It relied on assumptions which were overly pessimistic, and additional studies should have been carried out.

64. The respondent disputes those arguments. First, it submits that it is not for the Tribunal to substitute its own assessment for that of the competent authorities in matters involving actuarial judgment, economic balancing and policy choices, absent abuse of discretionary power. Second, it submits that the Organization did provide objective reasons and adequate justification. This included evidence that because of the way the Fund was structured, active staff contributions were being used to cover

the current medical expenses of beneficiaries rather than future liabilities. Third, even if subsequent developments suggested that the ISRP assumptions were conservative, that would not establish that they were unreasonable. The choice between more conservative and more optimistic assumptions is itself a matter of policy within the Organization's margin of discretion.

65. The respondent also notes that the appellants accept that they are not asking the Tribunal to redo the actuarial studies. They also accept that the ISRP had the technical qualifications to conduct the relevant study, and that its model was an appropriate tool for projecting the future evolution of the RMCF.

66. The Tribunal recalls at the outset that its role is not to substitute its own economic or actuarial assessment for that of the competent NATO authorities. In Case No. 2019/1287, paragraph 84, it explained that "international administrative tribunals do not substitute their own view for the Organization's assessment in such cases, unless there is an abuse of the discretionary power". Similarly, in Case Nos. 2020/1294-1296, paragraph 126, it noted that it is "not the Tribunal's responsibility to determine whether different and better decisions with a similar effect could have been taken". And in Case No. 2023/1356, paragraph 57, the Tribunal recalled that it is not for it "to inquire into the policy reasons justifying the impugned decision" or to determine whether "different and better decisions" could have been taken. It also made clear, in paragraph 62, that a complete set of actuarial studies is not a prerequisite for a sufficiently justified decision. What the Tribunal must verify is whether the impugned measure rested on objective reasons.

67. The Tribunal is therefore not required to decide whether it prefers the ISRP study to the CNRCSA analysis. The question is whether the Organization based its decision on objective reasons and evidence.

68. The Tribunal considers that the Organization acted with sufficient objective reasons.

69. First, the contested decision did not emerge in isolation but followed phase 1 of the modernization of the NATO Medical Plan, after which the need for further RMCF measures remained under consideration.

70. Second, there is evidence of objective financial and structural concerns relating specifically to the RMCF, including IBAN's audit observations on the 2021 RMCF financial statements and the JCB Working Group note of 29 May 2024.

71. Third, the Organization relied on a professional actuarial study addressing the future evolution of the Fund. The ISRP produced an updated asset and liability management study for the RMCF on 9 December 2022, and all scenarios examined projected depletion of the Fund before 2050.

c. The JCB adopted its recommendations through a standard procedure

72. The appellants contend that the recommendations leading to the contested decision were adopted through a non-standard procedure within the JCB. They argue that the process did not properly consider all views, in particular those advanced by

the CNRCSA in its assessment of the viability of the RMCF. They also raise again the absence of a D-doc, which would have included a full recognition of all important elements in the decision.

73. The respondent rejects those criticisms. It submits that the recommendations were adopted through a standard procedure after extensive consultation. The contested decision followed concerns expressed over a number of years, including by IBAN, the updated ISRP study, and proposals made in the context of the modernization of the NATO Medical Plan. The respondent argues that the Organization considered a range of options and notes that the appellants themselves acknowledge that extensive consultations were conducted.

74. The respondent further argues that the CNRCSA was late in producing its own analysis, and did so only at the end of the process. This explains why the JCB issued its working paper without waiting for the CNRCSA's study, but it nevertheless in later meetings discussed the study. It adds that the CNRCSA ultimately approved the staff proposal.

75. As to the absence of a D-doc, the respondent maintains that this is of no legal consequence. It submits that such a document was not required and that the relevant participants were properly informed and consulted through the JCB process.

77. The Tribunal begins by recalling the role of the JCB in NATO's internal framework.

78. In Case No. 2023/1356, paragraph 72, it noted that Article 1 of Annex XI to the CPR creates the JCB "[w]ith a view to providing appropriate means of consultation" and that this body is "the principal forum for addressing issues of civilian personnel policy applicable to NATO staff as a whole and for ensuring the proper co-ordination between the Administration and the Staff on such issues".

79. The Tribunal further held at paragraph 73 that retirees may appropriately be consulted through the JCB because its composition includes representatives of the CNRCSA. The mandate of the CNRCSA under Article 90.3 of the CPR is precisely to represent the interests and views of retired NATO staff.

80. Consultation through the JCB is thus an appropriate means of consulting retirees on changes to the medical plan. The Tribunal's role is not to examine whether every comment advanced by a stakeholder was adopted. Rather, it is to examine whether the Organization used the consultations process provided by the CPR and considered the views expressed through them.

81. Indeed, in Case No. 2023/1357, paragraphs 78 to 82, the Tribunal held that the fact that comments from the CNRCSA were not fully integrated into the final proposal did not establish inadequate consultation. In paragraph 82, it explained that "such consultation does not entail that retirees must agree to the proposed changes, nor that consultation must go on until all stakeholders are satisfied".

82. In the present case, the Tribunal finds that the consultation process was sufficient.

83. The Tribunal recalls that the JCB discussed the evolution of the Fund in March 2023 and agreed to launch work by the end of that year to assess mitigating measures. The JCB Working Group then considered options on 22 February 2024. On 7 March 2024, the Chair reiterated that the JCB had to produce a recommendation that could be implemented by 1 January 2025. Additional meetings took place on 9 April and 8 May 2024, and were followed by additional exchanges with representatives of the CNCSC and the CNRCSA.

84. A similar consultative structure was followed in earlier reforms of the NATO Medical Plan, as described in Case No. 2023/1356, paragraphs 74 to 77, and Case No. 2023/1357, paragraphs 77 to 80.

85. The record also shows that the CNRCSA ultimately approved the JCB proposal at its Executive Committee meeting on 24 June 2024 by majority vote, even if one association (ANARCP) voted against it. That internal difference of view does not establish that the Organization failed to consult the CNRCSA.

d. The contested decision does not violate the appellants' acquired rights

86. The appellants contend that the contested decision violates their acquired rights. They rely on what they describe as a general principle of international civil service law protecting acquired rights and refer amongst others to ILOAT and this Tribunal's case law.

87. In their submissions, they claim that although changes to the medical regime may be possible, they must be examined according to a threefold test applying to claims of acquired rights in this case law. First, the nature of the altered term, second, the reason for the change, and third, the consequences of allowing or disallowing the acquired right. The appellants consider that the contested decision violated this test.

88. The appellants argue that this framework was defined, and that an acquired right is breached where an amendment adversely affects the balance of contractual obligations by altering fundamental terms of employment in consideration of which the official accepted an appointment or remained in service.

89. The appellants argue that the contested decision violates the threefold test. They also contend that the footnote was a determining factor in their retirement decisions, and that the contested decision has important financial impacts that upsets the economic balance of their contracts.

90. On retroactivity, the appellants maintain that the contested decision affected rights already enjoyed in retirement. Accordingly, it had a retroactive effect especially for those appellants who had retired before the change and had previously enjoyed premium-free CMC. They therefore distinguish the present appeal from the Tribunal's

previous case law concerning the footnote to Article 51.2. In these cases, the appellants had retired only after the relevant regulatory amendment, whereas in the present appeals, the appellants had already retired and received premium-free cover at the time of the contested decision.

91. The respondent contests that any acquired rights existed. First, it argues that the appellants have failed to establish any right opposable to the Organization in the exercise of its discretion under Articles 48.2 and 51.2 of the CPR. The rules governing the NATO Medical Plan and contributions to the RCMF are statutory in character and therefore cannot give rise to acquired rights.

92. Second, it argues that the contested decision did not apply retroactively. The measure operated only from 1 July 2025 onward, without requiring repayment of past benefits or reopening past legal situations. In its view, the fact that a prospective change has financial consequences for retired staff does not render it retroactive.

93. Third, it argues that the appellants have failed to show that the contested decision upset the economic balance of their contracts in a way that could justify compensation. According to the respondent, the Organization retained authority to amend the regulatory framework prospectively in order to ensure the sustainability of the medical plan. The appellants had no right to continued premium-free coverage or to a permanently fixed rate of contribution, and the CPR places no restrictions on prospective changes being applicable to retirees.

94. The Tribunal observes that the provisions of the CPR regulating the RCMF, including the footnote to Article 51.2 of the CPR, have been applied in previous proceedings. The Tribunal therefore does not approach the present appeals without a body of established precedent.

95. Accordingly, the Tribunal recalls that the case law of this Tribunal treats the provisions governing the NATO Medical Plan as statutory provisions of a regulatory nature. As such, they may be modified prospectively by the competent authority, regardless of whether the persons are already retired. In Joined Cases Nos. 2020/1294-1296, paragraph 102, the Tribunal explained that:

The NATO Appeals Board consistently held that the provisions concerning the medical plan are statutory provisions. Staff and retirees cannot in general expect to retain the benefit of such general and non-personal provisions in force at the date of entry into their employment contracts, even when their individual contract makes reference to the said terms, as is normally the case. These terms, which are regulatory in nature, can be modified at any time by the competent administrative authority in the interests of the service, subject to the principle of no retroactive effects and to any limitations the competent authority may itself impose on its power to modify them. (Tribunal underlined)

96. In Case No. 2023/1357, paragraphs 52 to 54, it reiterated that the provisions concerning the Medical Plan are statutory provisions. Accordingly, such provisions

may be changed by the Organization without affecting contractual rights. This has repeatedly been done, as the Tribunal indicated in Case No. 2019/1287, paragraph 82, explaining that “the rules regarding the financing of the medical cover have constantly changed and this may well continue”.

97. The Tribunal also recalls that in Case No. 2023/1357, paragraphs 57 to 59, it referred to the acquired-rights analysis set out in Joined Cases Nos. 2020/1294-1296 and cited with approval the three-part test retained by the appellants. The Tribunal further reiterated, referring to ILOAT No. 2682, that an acquired right is breached only when the amendment adversely affects the balance of contractual obligations by altering fundamental terms of employment in consideration of which the official accepted appointment or remained in service.

98. In a related analysis, in Joined Cases Nos. 2020/1294-1296, paragraph 109, the Tribunal cited with approval the Appeals Board in Case No. 723, which found as follows:

It is appropriate to determine whether the modifications made to the health insurance system of the staff in question did in fact upset the balance of their contract in a manner which entitles them to compensation. Purely and simply doing away with the guarantee of continued medical coverage for the Organization's former staff would surely amount to upsetting the balance of their contracts. Conversely, introducing a new contribution to meet the requirements of funding that guarantee and changing the rate of that contribution do not, by themselves, constitute a contractual change sufficient to give entitlement to compensation. (Tribunal underlined)

99. In the present case, the Tribunal is not persuaded that [name] had an acquired right to the indefinite continuation of premium-free continued medical cover.

100. It is true that when she retired in 2014 under the Provident Fund, the footnote then attached to Article 51.2 meant that she did not have to pay a premium for CMC after the age of 65, and that she organized her retirement finances on that basis. These considerations are not immaterial.

101. However, the legal source of the exemption on which [name] relies was not an individualized contractual undertaking that made explicit the immutable nature of premium-free medical cover. Rather, the source was the footnote to Article 51.2 of the CPR, a regulatory provision of general application about a category of retired staff regarding the contribution to medical coverage.

102. Under the case law recalled above, the Tribunal notes that such a provision is statutory in nature and does not generate an acquired right only because it formed part of the legal regime in force at the time of retirement.

103. The Tribunal also cannot accept [name] submission that the 2025 change was retroactive. In Joined Cases Nos. 2020/1294-1296, paragraph 96, the Tribunal held that the principle of non-retroactivity does not mean that “matters of rights and status are frozen and cannot be changed going forward in time”,

104. The fact that the appellants had already retired prior to the contested decision does not change the Tribunal’s finding. In Joined Cases Nos. 2020/1294-1296, paragraph 102, the Tribunal expressly noted that “Staff and retirees cannot in general expect to retain the benefit of such general and non-personal provisions in force at the date of entry into their employment contracts”. (Tribunal underlined).

105. [name] was not asked to pay contributions for any period prior to 1 July 2025. Her entitlement to continued medical coverage remained. What changed prospectively was the contribution now required to maintain that coverage.

106. The Tribunal’s conclusion would likely have been different had the Organization removed the medical cover entirely, as that would have upset the balance of contract. In Case No. 723, the Appeals Board made the same distinction. It stated that total withdrawal of continued medical coverage for former staff “would surely amount to upsetting the balance of their contracts”, while “[c]onversely, introducing a new contribution to meet the requirements of funding that guarantee and changing the rate of that contribution do not, by themselves, constitute a contractual change sufficient to give entitlement to compensation”.

107. Turning to [name], his own appeal accepts that the deletion of the footnote to Article 51.2 did not change his previous legal situation because that footnote was never applicable to him. He retired in 2024 as a bridger and was already required to pay a premium for continued medical cover under the bridging cover. His claim is rather that the contested reform imposed an additional RMCF contribution, which “almost doubles” the premium payable and upsets the financial calculation on which he decided to retire.

108. The Tribunal does not consider that this is sufficient to establish a violation of acquired rights. [name] identifies no contractual undertaking guaranteeing that the premium structure that applies to bridgers at the time of his retirement would remain immutable. The contribution regime applicable to bridgers is part of the statutory framework of the NATO Medical Plan. As such, and as noted above, it is part of a framework that is called to evolve.

109. Finally, the Tribunal is not convinced that the contested decision altered a fundamental term in which [name] or [name] accepted employment or continued their service with the Organization. This is a demanding standard, requiring a substantial realignment of the employment relationship.

110. First, the Tribunal observes that the appellants have not provided any evidence to demonstrate that the specific level of medical premium or the absence of any premium following retirement was a fundamental term of employment, one for which they accepted their appointments or elected to remain in service.

111. The Tribunal also finds that the financial adjustments brought about by the contested decision do not amount to a significant realignment of the employment relationship that would upset the economic balance of the contracts. It recalls its findings in Case 2020/1294-1296, paragraph 111, which similarly considered the financial impact of amendments to footnotes 51.2 of the CPR:

[The Tribunal] considers that the amounts involved, which are very reasonable compared to similar schemes elsewhere, and which guarantee continued medical cover without any changes in the reimbursement scheme, do not significantly realign the employment relationship, affect the economic balance of the appellants' prior contracts, or alter a fundamental term of employment in consideration of which they accepted their appointments many years ago, or which subsequently induced them to stay on.

112. Furthermore, the appellants have been longstanding members of staff and have witnessed how throughout the years the rules for the financing of medical cover "have constantly changed" (Case No. 2019/1287, paragraph 82). Thus, they could not have reasonably held an expectation of financial immutability.

113. Therefore, the Tribunal does not find that the contested decision breached the appellants' acquired rights or affected the economic balance of their contracts.

e. The contested decision did not result in unequal treatment

114. The appellants contend that the contested decision resulted in unequal treatment among retirees. They argue that the previous regime protected certain categories of retirees from paying premiums for continued medical cover. The 2025 reform altered that position for them while leaving untouched the position of those who retired before 1 January 2001 and had already reached the age of 65 by that date ("old-CMCs"). In their view, the resulting coexistence of different premium burdens among retirees gives rise to discrimination.

115. [name] makes a related argument from the perspective of bridgers. He argues, notably, that he was already paying the bridging cover premium and was then required to bear an additional RMCF contribution, while other retirees pay only the 1.5% RMCF contribution.

116. The respondent disputes the allegation of unequal treatment. It begins from the Tribunal's general equal-treatment standard, namely that unequal treatment arises where persons in essentially the same factual and legal situation are treated differently, or where materially different situations are treated the same.

117. The respondent submits that the different contribution levels applicable to different categories of retirees are inherent in the history and structure of the RMCF and reflect the evolution of the rules over time. The respondent argues that the RMCF has over time generated several groups with distinct rights and distinct legal positions, and that drawing lines between such groups does not in itself violate equal treatment as long as all persons within the same group are treated alike.

118. The respondent further submits that the contested decision had an equalizing effect. In its view, the reform sought to ensure the viability of the Fund by requiring all present and future beneficiaries of the RMCF, including retirees and bridgers, to contribute to it. It notes that under the new system active staff contributions remained unchanged, while some retired staff saw their contributions increase and others saw them decrease depending on their category.

119. As regards the position of those retired before 2001 who had reached the age of 65 before 31 December 2000, the respondent submits that these persons fall within a different category namely the “old-CMCs”. They remain under the older continued medical cover regime and the financial liability for that regime rests with the insurer rather than with the Organization or the RMCF.

120. The respondent makes a similar point with respect to bridgers, including [name]. It submits that bridgers have long been treated as a distinct class of beneficiaries because they leave service between the ages of 55 and 65 and remain under the bridging cover until qualifying for RMCF cover at 65.

121. The Tribunal notes that the applicable principle is not in dispute. In Case No. 2017/1109, paragraph 49, the Tribunal stated that it is “a fundamental principle of international administrative law that similarly situated staff members must be treated consistently”, including where the administration exercises discretion.

122. The Tribunal is not persuaded by the appellants’ arguments. The record shows that the “old-CMC” retirees form a legacy group outside the RMCF. Their medical coverage remained with the insurer when the Fund was created in 2001. NATO has no financial liability for that category under the RMCF. Further, their coverage remains frozen under the original insurance arrangements, without entitlement to benefit from later improvements to the NATO Medical Plan. On that basis, they are not in the same legal and factual situation as appellants such as [name], who are beneficiaries under the RMCF and remain subject to its evolution over time.

123. The Tribunal is also not persuaded with regards to [name]. The record shows that bridgers have long been treated as a distinct category. Before the contested reform, they were already subject to the bridging cover until age 65, after which they moved to the RMCF regime. In NATO Appeals Board Decision No. 338, at page 4, it was noted that in view of the special risks associated with staff members leaving the Organization between the ages of 55 and 65, an additional contribution levied on former staff members in that category until age 65 “does not run counter to the principle of non-discrimination”.

124. Further, the Tribunal notes that the comparison with active staff is not straightforward. Active staff contributions to the RMCF are calculated on the basis of emoluments, not merely salary, and active staff also continue to pay for their current medical cover, even though they are not yet beneficiaries of the RMCF. The mere fact that the burden is experienced differently by active staff, by retirees over 65, and by bridgers does not establish unlawful discrimination. The principle of equal treatment requires consistent treatment of persons in the same situation; it does not require identical treatment of persons in materially different situations.

f. The contested decision does not violate the principle of solidarity

125. The appellants contend that the contested decision violates the principle of solidarity, which, they argue, requires that contributions to the RMCF be proportional to the salary or pension actually received by each category of staff. For the appellants, the contested decision has redefined the prior solidarity model, which had been based on higher active-staff contributions securing premium-free cover for certain retired staff. The Organization has done so without sufficient reason.

126. As regards bridgers, they say that the additional RMCF contribution imposed from 1 July 2025 nearly doubled their personal contribution for medical cover.

127. More specifically, the appellants argue that the new contribution structure is inconsistent with solidarity for three reasons. First, although the personal rate for RMCF contributions is 1.5%, the relative burden on retirees is materially heavier when measured against present pension or retirement income rather than current active salary scales. Second, the contribution is calculated by reference to the salary corresponding to the grade and step held at departure, even though pension adjustments have been decoupled from salary developments. Third, the reform disregards the fact that they had already contributed for many years to the RMCF during active service and were entitled to expect that those past contributions would be sufficient or at least be considered for the purposes of their post-retirement medical cover.

128. The respondent disputes those arguments. It submits that the appellants misconstrue the nature of solidarity-based social insurance schemes. In its view, solidarity does not require strict equivalence between individual contributions and individual benefits or identical burdens across all groups. The relevant question is whether the contribution structure sustains the scheme as a whole and serves the collective interest of all affiliates.

129. The respondent further submits that the contested decision in fact reinforces rather than undermines solidarity. It argues that active staff continue to shoulder the greater part of the burden of the RMCF in addition to the premium for their own current medical cover. They do so even if they are not yet beneficiaries of RMCF cover and may never become so. In its view, the reform preserved the basic burden sharing structure while expanding the pool of contributors.

130. The respondent also rejects the submission that the relative burden on retirees is higher simply because their present income is lower than active salary scales. It argues that solidarity does not require the burden to be assessed exclusively by

reference to present income, nor to be identical across groups whose situations differ. Active staff who currently contribute will, if they later opt for continued medical cover under the RMCF, be subject to the same contribution rate calculated on their own last salary.

131. The respondent further contends that past contributions during active service cannot be treated as individualized credits to be offset against later RMCF contributions. Those contributions form part of a common financing mechanism across generations of affiliates. It adds that the present appellants remain in a comparatively favourable position, since unlike current active staff they did not have to pay any premium, or paid only the bridging cover, for a significant period following retirement.

132. The Tribunal recalls that the applicable framework is already reflected in the Tribunal's recent case law on the modernization of the NATO Medical Plan. In Case No. 2023/1357, paragraph 90, the Tribunal held that solidarity "broadly means that all affiliates, whether active or retired, contribute to the insurance plan without expecting to receive an equivalent amount of benefits".

133. In that same case, paragraph 92, the Tribunal added that a reform may impose a heavier burden on some affiliates without infringing solidarity. In Case No. 2023/1356, paragraph 87, the Tribunal likewise accepted that the insurance scheme is solidarity-based and does not guarantee equivalence between contributions paid and benefits later received.

134. Those principles are directly relevant here. [name] and [name] argue in essence that the respondent has redefined the previous solidarity model by requiring retirees and in particular bridgers to bear a burden that had previously been structured differently. They also submit that their past contributions during active service should have been considered and that the relative burden on retirees is higher because their present income is lower than that of active staff.

135. The Tribunal rejects these arguments. First, solidarity does not require that past contributions be treated as individualized credits that exempt a retiree from later contributions. Under a solidarity scheme, contributions paid during active service finance the collective system, they are not a personal savings account for the contributor's own future medical expenses. That understanding is consistent with Case No. 2023/1357, paragraph 90, referencing Case No. 2020/1303, paragraph 42, where the Tribunal had already stated, in the pension context, that social insurance guarantees a right without guaranteeing for each beneficiary benefits equal to the amount of contributions paid.

136. Second, the Tribunal accepts that the contested reform preserved the basic solidarity structure and enlarged the pool of contributors. Before the reform, active staff and their dependants represented about 90% of RMCF contributors. Conversely, the large majority of beneficiaries over 65 paid no contribution at all and bridgers paid nothing into the RMCF for their prospective future cover. The reform therefore did not reverse solidarity but rather rebalanced it.

137. Third, the Tribunal considers it significant that the JCB Working Group described the rebalancing of RMCF contributions between active and retired staff as aligned with solidarity. The Tribunal also takes note that the *amicus curiae* brief submitted by the CNCSC supports the same understanding of solidarity. That brief explains that active staff had borne almost all of the financial effort for too long, that all retirees should contribute not only to strengthen the Fund financially but also “because solidarity has to work both ways”.

138. As regards [name] specifically, the Tribunal accepts that the reform is burdensome for a person who has enjoyed premium-free continued medical cover after retirement and who does not receive a monthly NATO pension. But that burden does not by itself demonstrate a breach of solidarity. In Case No. 2023/1357, paragraph 92, the Tribunal expressly recognized that the modernization plan “undoubtedly imposes a heavier burden on some affiliates” but held that solidarity was not infringed as a result.

139. The same applies to [name]. As a bridger, he was already in a distinct transitional position between active service and retirement under the RMCF. The fact that he now contributes both to the bridging cover and prospectively to the RMCF does not in itself negate solidarity. On the contrary, bridgers remain below the age of 65 and their situation is closer to that of active staff, who also contribute both for present medical cover and for future retirement cover. Moreover, the impact on bridgers is limited in time since the bridging cover ceases at 65.

140. For all of these reasons, the Tribunal concludes that the contested decision did not violate the principle of solidarity.

E. Costs

141. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...]

142. The appeal having been rejected, no costs are due under Article 6.8.2 of Annex IX of the CPR.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 22 May 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge
(signed) Anne Trebilcock, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

5 June 2026

AT-J(2026)00012

Judgment

Case No. 2026/1435

Appellant

v.

NATO International Staff

Respondent

Brussels, 22 May 2026

Original: English

Keywords: rebalancing of contributions to the RCMF; admissibility.

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This judgment is rendered by the full panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatarı Köstü, Mr Thomas Laker, Mr Fabien Raynaud and Ms Anne Trebilcock, judges, having regard to the written procedure and further to the hearings on 20 April 2026.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal brought by [name], dated 8 January 2026. This appeal was registered as Case No. 2026/1435 on 19 January 2026.

2. By a common answer dated 4 February 2026, the respondent replied to the present appeal together with the related appeals brought by [names]. In that answer, the respondent requested, pursuant to Rule 13(3) of the Rules of Procedure of the Tribunal, that this appeal together with seven other appeals be joined for the remainder of the proceedings and for the purpose of a single judgment.

3. The appeals were not joined for the purpose of a single judgment. The Tribunal nevertheless held a joint hearing, on 20 April 2026, at NATO Headquarters, in the eight related appeals. At that hearing, partly held by videoconference, [name] made a statement. The present judgment concerns only his appeal.

4. On 2 March 2026, [name] filed a reply.

5. On 26 March 2026, an *amicus curiae* brief was submitted by [name], one of the two vice-chairs of the Confederation of NATO Civilian Staff Committees (“CNCSC”). He had also been the chair of the CNCSC Retirees’ Medical Claims Fund and Group Insurance Working Group at the time when the rebalancing of the Retirees Medical Claims Fund (“RMCF”) contributions and the deletion of the footnote to Article 51.2 of the Civilian Personnel Regulations (“CPR”) of the North Atlantic Treat Organization (“NATO”) had been discussed.

6. By a rejoinder dated 7 April 2026, the respondent replied to the replies submitted by, *inter alia*, [name], and also commented on the *amicus curiae* brief. In that submission, the respondent maintained its objections to admissibility and, in the alternative, its submissions on the merits.

7. The present appeal arises out of the decision of the Organization to rebalance contributions to the RMCF with effect from 1 July 2025.

B. Factual background of the case

8. [name] was employed at the SHAPE Technical Centre in the NATO Command, Control and Communications Agency (“NC3A”), now the NATO Communications and Information Agency (“NCIA”), from 1968 to January 2008. He retired after 39.5 years of service. He was a member of the NATO Provident Fund and therefore did not receive a monthly NATO pension. Before 1 July 2025, he paid no premium for continued medical cover after the age of 65. The new contribution was later reflected in an invoice dated 30 September 2025 and received on 14 October 2025.

9. NATO introduced lifelong medical coverage for retirees and their dependants in 1971. It revised the qualifying conditions in 1974 and again in 1988. In 1995, it introduced the bridging cover for staff leaving service between the ages of 55 and 65.

10. The RMCF was established on 1 January 2001 after private insurers were no longer willing to underwrite coverage for persons over 65. Under the new system, active staff contributed to the Fund. Some retirees also contributed, and staff leaving service between 55 and 65 remained covered under the bridging cover until age 65. A Supervisory Committee was established to oversee the Fund. Under Article 4 of Annex XIII to the CPR, that Committee included representatives of NATO administrations, active staff through the Confederation of NATO Civilian Staff Committees (“CNCSC”), and retired staff through the Confederation of NATO Retired Civilian Staff Associations (“CNRCSA”).

11. The long-term viability of the RMCF was reviewed repeatedly in the following years. In 2009, the Secretary General informed the North Atlantic Council (“NAC”) that actuarial projections showed a risk of depletion. In 2013, yearly expenses began to exceed yearly contributions, retirees’ contributions were increased from 3% to 5%, and the International Board of Auditors for NATO (“IBAN”), also expressed concern about the Fund’s sustainability.

12. In 2016, following a proposal made by the CNCSC in 2014 and concurring advice from the RMCF Supervisory Committee, the Office of Legal Affairs and the Joint Consultative Board (“JCB”), the NAC amended the footnote to Article 51.2 of the CPR. That amendment narrowed the category of long-serving retired staff entitled to premium-free continued medical cover (“CMC”) after the age of 65.

13. The 2016 amendment also led to litigation. The Tribunal dismissed 116 joined appeals as inadmissible because no implementing decisions had yet been taken concerning the active staff who had appealed. Later, once some staff had retired and were asked to pay a premium under the amended footnote, further appeals were brought and were rejected on the merits in Joined Cases Nos. 2020/1294-1296.

14. After phase 1 of the modernization of the NATO Medical Plan in July 2022, the Organization undertook further work on the financial viability of the RMCF. On 9 December 2022, the International Service for Remuneration and Pensions (“ISRP”) produced an updated study. The RMCF Supervisory Committee discussed that study

on 28 February 2023. At that stage, the CNCSC pressed for rebalancing contributions, while the CNRCSA took the view that it was premature to change contributions and proposed waiting longer.

14. In 2024, the JCB Working Group on Insurance Matters considered options for rebalancing the contribution burden between active and retired staff. It met on 22 February, 7 March, 9 April and 8 May 2024.

16. On 29 May 2024, the JCB Working Group adopted recommendations for rebalancing RMCF contributions between active and retired staff.

17. In parallel, and as recorded in letters dated 28 March 2024 and 31 May 2024, the CNRCSA challenged the assumptions used in the ISRP study and obtained an independent actuarial assessment. The CNRCSA maintained that the RMCF was not then facing a long-term viability problem.

18. That assessment was sent to the Assistant Secretary General for Executive Management on 31 May 2024.

19. On 4 June 2024, it was presented at the JCB meeting, during further consultations with the CNCSC and the CNRCSA.

20. On 3 July 2024, the JCB unanimously adopted recommendations on the rebalancing of RMCF contributions with effect from 1 July 2025. Those recommendations included deleting the footnote to Article 51.2 of the CPR and introducing RMCF contributions for bridgers before the age of 65. The deletion of the footnote is the “contested decision” in the present appeal.

21. Before its deletion, the footnote to Article 51.2 exempted from payment after the age of 65 those staff members recruited before 1 January 2001 who had contributed to the group insurance scheme for at least 25 years and who retired from service by 3 August 2016. Retired staff who did not meet that condition were required to pay a premium after the age of 65 to continue coverage.

22. On 11 December 2024, the Secretary General submitted to the NAC the proposal to delete the footnote to Article 51.2. The NAC approved that amendment on 31 January 2025, under silence procedure, with effect from 1 July 2025.

23. On 21 May 2025, Office Notice ON(2025)0014 was issued. It recorded the contested decision and the related rebalancing measures. The medical care provider circulated it to retired staff on 29 May 2025.

24. ON(2025)0014 provided that from 1 July 2025 retired staff over 65 who had previously been exempt would contribute at the rate of 4.5% of their last salary based on grade and step at departure, shared one third by the retired staff member and two thirds by the Organization. It also provided that bridgers would contribute to the RMCF

at the same rate in addition to the bridging cover, bringing their personal contribution to 3.17% of the same salary basis.

C. Parties' contentions and arguments

25. The parties' contentions and arguments are summarized and discussed below, as part of the analysis of each of the appellant's grounds.

D. Considerations and conclusions

(i) Admissibility

26. The respondent submits that [name]'s appeal is inadmissible for failure to comply with the mandatory time limits in Annex IX to the CPR. It argues that the contested decision was notified on 29 May 2025 through Allianz Care's communication enclosing ON(2025)0014. According to the respondent, that ON was not a general rule or policy as it identified the categories concerned, specified the applicable percentages and basis of calculation, and stated that the new rules would enter into force on 1 July 2025.

27. The respondent therefore maintains that the 60-day time limit under Article 6.3.2 of Annex IX began to run on that date. The time limit expired before any appeal was filed.

28. In the alternative, the respondent submits that even if the time limit were calculated from the individual act applying the contested decision to [name], the appeal would still be late. It states that [name] was notified of the individual premium invoice on 14 October 2025 yet filed his appeal only on 8 January 2026.

29. [name] disputes the respondent's arguments. He explains that he did not appreciate the significance of the medical care provider's email of 29 May 2025. He only became aware of the loss of free medical cover upon receipt of the invoice on 14 October 2025. He further submits that he then undertook a series of exchanges with NATO officials while also trying to locate the applicable CPR provisions and understand the appeals procedure. He asks the Tribunal to accept his appeal despite the lapse of time.

30. In his reply, [name] further argues that his exchanges with NATO Human Resources should be treated as a form of administrative review ending on 22 December 2025, with the result that the time limit for appeal should run from that later date.

31. The Tribunal recalls that in Case No. 2020/1306, paragraph 32, it held that Article 6.2.1 of Annex IX authorizes appeals against decisions provided that the decision has "been applied in a manner affecting the appellant's personal interests". It

also held at paragraph 36 that “[m]ere publicity or briefings” regarding a NAC decision or other policy change are not a basis to seek administrative review.

32. Similarly, in Case No. 2020/1303, paragraph 52, it held that information notes of a general nature were not an “individual act that adversely affected them” and that it “is only from the time of knowledge of the individual decision that the time frame for lodging an appeal starts to run, i.e. in the present case the pension slip implementing, for the first time, the new version of Article 36 of Annex IV of the CPR”.

33. Applying those principles, the Tribunal does not accept that time began to run on 29 May 2025 merely because ON(2025)0014 had been circulated by the medical care provider on that date. The ON was a measure of general application. It publicized a decision that would take effect from 1 July 2025 but it did not deduct any sum from a pension or issue any invoice to an individual retired staff member. For the appellant, the measure became a concrete and individual act only with the receipt of the invoices that applied the new regime to him personally.

34. That conclusion does not, however, render the appeal admissible. [name]’s file shows that the individual invoice was dated 30 September 2025 and that he says he received it on 14 October 2025. His appeal was filed only on 8 January 2026. Even taking the later date of receipt stated by [name] himself, the appeal was filed outside the 60-day time limit laid down in Article 6.3.2 of Annex IX to the CPR.

35. The arguments made by the appellant to overcome that delay must be rejected. The Tribunal recalls Article 1.2 of Annex IX which states that “[r]espect of time limits is mandatory”. In Case No. 2022/1345, paragraph 35, the Tribunal further emphasized that “respect of time limits is mandatory”. In that same judgment, paragraph 36, it also held that “the suspension of the time limits during the Tribunal’s recess periods pursuant to Article 1.2(c) of Annex IX applies only to pending appeals”.

36. Article 6.6.4 of Annex IX provides for the departure from these time limits in “exceptional circumstances”. In Case Nos. 889 and 890, paragraph 34, the Tribunal explained that the waiver of the time limit in “very exceptional circumstances” consists of “an objective element, i.e. unusual circumstances outside the appellant’s control, and a subjective element, i.e. the obligation for the appellant to guard against the consequences of an unusual event by taking the appropriate steps”.

37. The Tribunal is unable to find such exceptional circumstances here. The facts relied on by [name], namely his late appreciation of the significance of the Office Notice, his desire to obtain clarification, the time spent seeking legal advice, and his difficulty in locating the CPR, do not amount to circumstances outside his control or to an unusual event that could justify an extension of time limits.

38. Furthermore, the Tribunal observes that seeking explanations or legal justification for a decision does not in itself suspend the time limit for filing an appeal. The Tribunal is not convinced that [name]’s exchanges with NATO officials can be treated as a request for administrative review justifying postponing the running of time.

The record shows that those exchanges were aimed at obtaining clarification and justification. He was ultimately informed before the limit that he could challenge the decision in accordance with Chapter XIV of the CPR and its Annex IX.

39. Accordingly, the Tribunal concludes that this appeal is inadmissible.

40. In principle, where an appeal is inadmissible, the Tribunal need not and should not examine the merits. The Tribunal is departing from that approach here only exceptionally, and only to the limited extent necessary to address certain specific submissions developed by [name] in his reply. The observations that follow are therefore made solely for completeness. They are not necessary to the disposition of the case and do not affect the Tribunal's conclusion that the appeal is inadmissible.

41. The common legal issues raised by [name] substantially overlap with those already examined in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430. For the reasons set out in that judgment, the Tribunal would also conclude that the contested decision had a clear legal basis, was supported by objective and clear justifications, was adopted through a sufficiently regular procedure, and did not violate the principles invoked by the appellant.

42. The Tribunal will therefore not repeat the full merits analysis set out in those related appeals. It will address only the specific points advanced by [name] that require separate comment. As explained below, those points would not warrant a different result.

(ii) *The contested decision was based on objective and clear justifications*

43. [name] develops this issue in detail. He argues that the measures found in ON(2025)0014 were not really driven by the 2021 ISRP study. He also states that only one of the scenarios examined had a direct relationship with deletion of the footnote to Article 51.2. He further argues that the RMCF was underfunded from the beginning and that other factors (such as higher investment returns) could have produced a better outlook for the Fund.

44. These arguments would not lead the Tribunal to a different conclusion from that reached in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430.

45. [name] does not ask the Tribunal to rework the actuarial studies themselves but rather disputes the weight to be given to their assumptions and conclusions. As the Tribunal determined in these related appeals, it is not for the Tribunal to substitute its own economic or actuarial assessment for that of the competent NATO authorities.

46. The Tribunal is satisfied that the Organization relied on objective reasons in adopting the contested decision. For the reasons already set out in the related appeals, the studies before it were sufficient to support the view that further measures were required in order to protect the long-term sustainability of the RMCF. [name]'s detailed challenges to these studies do not alter this conclusion.

(iii) The contested decision did not violate [name]'s acquired rights

47. [name] argues that the footnote to Article 51.2 as it was in 2008 and again following its amendment in 2016 established a precise and individualized entitlement that became for him both a contractual undertaking and an acquired right. This entitlement was crystallized once he had fulfilled the required conditions.

48. [name] further submits that deletion of that footnote in 2025 operated retroactively, and this violated his acquired rights. He also argues that the expectation of free medical cover was an important factor in his retirement planning.

49. These arguments would not lead the Tribunal to a different conclusion from that reached in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430.

50. As the Tribunal held in those related appeals, the provisions governing the NATO Medical Plan are statutory in nature and may be amended prospectively. The footnote to Article 51.2 did not amount to an individualized contractual undertaking regarding the immutability of the medical cover. Neither did its deletion operate retroactively merely because it affected an existing retirement situation. It merely changed the future financial conditions under which continued medical cover was maintained. This did not substantially realign the economic balance of the contract.

(iv) The contested decision did not violate solidarity

51. [name] argues that the method used to calculate contributions for retirees violates what he describes as vertical and inter-generational solidarity. He submits, notably, that active staff contribute based on actual emoluments, while retirees such as himself are charged based on a hypothetical current salary unrelated to their real income.

52. These arguments too would not lead the Tribunal to a different conclusion from that reached in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430.

53. As the Tribunal held in those related appeals, solidarity does not require strict equivalence between individual contributions and individual benefits. It also does not require that past contributions be treated as individualized credits exempting a retiree from later contributions.

E. Costs

54. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...]

55. The appeal having been rejected, no costs are due under Article 6.8.2 of Annex IX of the CPR.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 22 May 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge
(signed) Anne Trebilcock, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

5 June 2026

AT-J(2026)0013

Judgment

Case No. 2026/1436

Appellant

v.

NATO International Staff

Respondent

Brussels, 22 May 2026

Original: English

Keywords: rebalancing of contributions to the RCMF; admissibility.

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This judgment is rendered by the full panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü, Mr Thomas Laker, Mr Fabien Raynaud and Ms Anne Trebilcock, judges, having regard to the written procedure and further to the hearings on 20 April 2026.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal brought by [name], dated 30 December 2025. This appeal was registered as Case No. 2026/1436 on 19 January 2026.

2. By a common answer dated 4 February 2026, the respondent replied to the present appeal together with the related appeals brought by [names]. In that answer, the respondent requested, pursuant to Rule 13(3) of the Rules of Procedure, that this appeal together with the seven other appeals be joined for the remainder of the proceedings and for the purpose of a single judgment.

3. The appeals were not joined for the purpose of a single judgment. The Tribunal nevertheless held a joint hearing on 20 April 2026, at NATO Headquarters, in the eight related appeals. At that hearing, partly held by videoconference, [name] made a statement. The present judgment concerns only his appeal.

4. On 26 March 2026, an *amicus curiae* brief was submitted by [name], one of the two vice-chairs of the Confederation of NATO Civilian Staff Committees (“CNCSC”). He had also been the chair of the CNCSC Retirees’ Medical Claims Fund and Group Insurance Working Group at the time when the rebalancing of the Retirees Medical Claims Fund (“RMCF”) contributions and the deletion of the footnote to Article 51.2 of the Civilian Personnel Regulations (“CPR”) of the North Atlantic Treaty Organization (“NATO”) had been discussed.

5. The present appeal arises out of the decision of the Organization to rebalance contributions to the RMCF with effect from 1 July 2025.

B. Factual background of the case

6. [name] was employed at the NATO Programming Centre, part of SHAPE Belgium, from 1973 to 2005, and retired at grade B4 after 32 years of service. He was affiliated to the NATO Provident Fund and did not receive a monthly NATO pension. He paid the bridging cover until he reached the age of 65, after which he was exempt from paying contributions to the RMCF. The new contribution was later reflected in an invoice dated 30 September 2025 and received on 2 November 2025.

7. NATO introduced lifelong medical coverage for retirees and their dependants in 1971. It revised the qualifying conditions in 1974 and again in 1988. In 1995, it introduced the bridging cover for staff leaving service between the ages of 55 and 65.

8. The RMCF was established on 1 January 2001 after private insurers were no longer willing to underwrite coverage for persons over 65. Under the new system, active staff contributed to the Fund. Some retirees also contributed, and staff leaving service between 55 and 65 remained covered under the bridging cover until age 65. A Supervisory Committee was established to oversee the Fund. Under Article 4 of Annex XIII to the CPR, that Committee included representatives of NATO administrations, active staff through the Confederation of NATO Civilian Staff Committees ("CNCSC"), and retired staff through the Confederation of NATO Retired Civilian Staff Associations ("CNRCSA").

9. The long-term viability of the RMCF was reviewed repeatedly in the following years. In 2009, the Secretary General informed the North Atlantic Council ("NAC") that actuarial projections showed a risk of depletion. In 2013, yearly expenses began to exceed yearly contributions, retirees' contributions were increased from 3% to 5%, and the International Board of Auditors for NATO ("IBAN"), also expressed concern about the Fund's sustainability.

10. In 2016, following a proposal made by the CNCSC in 2014 and concurring advice from the RMCF Supervisory Committee, the Office of Legal Affairs and the Joint Consultative Board ("JCB"), the NAC amended the footnote to Article 51.2 of the CPR. That amendment narrowed the category of long-serving retired staff entitled to premium-free continued medical cover ("CMC") after the age of 65.

11. The 2016 amendment also led to litigation. The Tribunal dismissed 116 joined appeals as inadmissible because no implementing decisions had yet been taken concerning the active staff who had appealed. Later, once some staff had retired and were asked to pay a premium under the amended footnote, further appeals were brought and were rejected on the merits in Joined Cases Nos. 2020/1294-1296.

12. After phase 1 of the modernization of the NATO Medical Plan in July 2022, the Organization undertook further work on the financial viability of the RMCF. On 9 December 2022, the International Service for Remuneration and Pensions ("ISRP") produced an updated study. The RMCF Supervisory Committee discussed that study on 28 February 2023. At that stage, the CNCSC pressed for rebalancing contributions, while the CNRCSA took the view that it was premature to change contributions and proposed waiting longer.

13. In 2024, the JCB Working Group on Insurance Matters considered options for rebalancing the contribution burden between active and retired staff. It met on 22 February, 7 March, 9 April and 8 May 2024.

14. On 29 May 2024, the JCB Working Group adopted recommendations for rebalancing RMCF contributions between active and retired staff.

15. In parallel, and as recorded in letters dated 28 March 2024 and 31 May 2024, the CNRCSA challenged the assumptions used in the ISRP study and obtained an independent actuarial assessment. The CNRCSA maintained that the RMCF was not then facing a long-term viability problem.

16. That assessment was sent to the Assistant Secretary General for Executive Management on 31 May 2024.

17. On 4 June 2024, it was presented at the JCB meeting, during further consultations with the CNCSC and the CNRCSA.

18. On 3 July 2024, the JCB unanimously adopted recommendations on the rebalancing of RMCF contributions with effect from 1 July 2025. Those recommendations included deleting the footnote to Article 51.2 of the CPR and introducing RMCF contributions for bridgers before the age of 65. The deletion of the footnote is the “contested decision” in the present appeal.

19. Before its deletion, the footnote to Article 51.2 exempted from payment after the age of 65 those staff members recruited before 1 January 2001 who had contributed to the group insurance scheme for at least 25 years and who retired from service by 3 August 2016. Retired staff who did not meet that condition were required to pay a premium after the age of 65 to continue coverage.

20. On 11 December 2024, the Secretary General submitted to the NAC the proposal to delete the footnote to Article 51.2. The NAC approved that amendment on 31 January 2025, under silence procedure, with effect from 1 July 2025.

21. On 21 May 2025, Office Notice ON(2025)0014 was issued. It recorded the contested decision and the related rebalancing measures. The medical care provider circulated it to retired staff on 29 May 2025.

22. ON(2025)0014 provided that from 1 July 2025 retired staff over 65 who had previously been exempt would contribute at the rate of 4.5% of their last salary based on grade and step at departure, shared one third by the retired staff member and two thirds by the Organization. It also provided that bridgers would contribute to the RMCF at the same rate in addition to the bridging cover, bringing their personal contribution to 3.17% of the same salary basis.

C. Parties’ contentions and arguments

23. The parties’ contentions and arguments are summarized and discussed below, as part of the analysis of each of the appellant’s grounds.

D. Considerations and conclusions

(i) Admissibility

24. The respondent submits that [name]'s appeal is inadmissible for failure to comply with the mandatory time limits in Annex IX to the CPR. It argues that the contested decision was notified on 29 May 2025 through the medical care provider's communication enclosing ON(2025)0014. According to the respondent, that ON was not a general rule or policy as it identified the categories concerned, specified the applicable percentages and basis of calculation, and stated that the new rules would enter into force on 1 July 2025.

25. The respondent therefore maintains that the 60-day time limit to file an appeal under Article 6.3.2 of Annex IX began to run on that date. The time limit expired before any appeal was filed.

26. In the alternative, the respondent submits that even if the time limit were calculated from the individual act applying the contested decision to [name], the appeal would still be late. It states that the individual premium invoice was sent on 16 October 2025, while the appeal was filed only on 30 December 2025.

27. [name] explains that he paid the amount claimed after receiving the invoice and the Office Notice on 2 November 2025, reserved the right to seek legal advice, and then filed his appeal after consulting with legal counsel.

28. The Tribunal recalls that in Case No. 2020/1306, paragraph 32, it held that Article 6.2.1 of Annex IX authorizes appeals against decisions provided that the decision has "been applied in a manner affecting the appellant's personal interests". It also held at paragraph 36 that "[m]ere publicity or briefings" regarding a NAC decision or other policy change are not a basis to seek administrative review.

29. Similarly, in Case No. 2020/1303, paragraph 52, it held that information notes of a general nature were not an "individual act that adversely affected them" and that it "is only from the time of knowledge of the individual decision that the time frame for lodging an appeal starts to run, i.e. in the present case the pension slip implementing, for the first time, the new version of Article 36 of Annex IV of the CPR".

30. Applying those principles, the Tribunal does not accept that time began to run on 29 May 2025 merely because ON(2025)0014 had been circulated by the medical care provider on that date. The ON was a measure of general application. It publicized a decision that would take effect from 1 July 2025 but it did not deduct any sum from a pension or issue any invoice to an individual retired staff member. For the appellant, the measure became a concrete and individual act only with the receipt of the invoices that applied the new regime to him personally.

31. That conclusion does not, however, render the appeal admissible. [name]'s invoice was dated 30 September 2025, with payment due by 30 October 2025. In his appeal, he states that he received the invoice and the Office Notice on 2 November

2025. Yet his appeal was filed only on 30 December 2025. Even taking the later date of receipt stated by [name] himself, the appeal was filed outside the 60-day time limit laid down in Article 6.3.2 of Annex IX to the CPR.

32. The arguments made by the appellant to overcome that delay must be rejected. The Tribunal recalls Article 1.2 of Annex IX, which states that “[r]espect of time limits is mandatory”. In Case No. 2022/1345, paragraph 35, the Tribunal further emphasized that “respect of time limits is mandatory”. In that same judgment, paragraph 36, it also held that “the suspension of the time limits during the Tribunal’s recess periods pursuant to Article 1.2(c) of Annex IX applies only to pending appeals”.

33. Article 6.6.4 provides for the departure from these time limits in “exceptional circumstances”. In Case No. 889 and 890, paragraph 34, the Tribunal explained that the waiver of the time limit in “very exceptional circumstances” consists of “an objective element, i.e. unusual circumstances outside the appellant’s control, and a subjective element, i.e. the obligation for the appellant to guard against the consequences of an unusual event by taking the appropriate steps”.

34. The Tribunal is unable to find such exceptional circumstances here. The facts relied on by [name], namely that he paid the invoice to preserve uninterrupted medical care and then sought legal advice before filing his appeal, do not amount to circumstances outside his control or to an unusual event that could justify an extension of time limits.

35. Accordingly, the Tribunal concludes that the appeal is inadmissible.

36. Although the appeal is inadmissible, the Tribunal observes that even if it were admissible it would fail on the merits. The issues raised by [name] substantially overlap with those already examined in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430.

37. For the reasons set out in that judgment, the Tribunal would also conclude that the contested decision had a clear legal basis, was supported by objective and clear justifications, was adopted through a standard procedure, and did not violate the relevant principles invoked by the appellant. [name]’s more specific submissions would not warrant a different result.

E. Costs

38. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...]

39. The appeal having been rejected, no costs are due under Article 6.8.2 of Annex IX of the CPR.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 22 May 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge
(signed) Anne Trebilcock, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

5 June 2026

AT-J(2026)0014

Judgment

Case No. 2026/1437

Appellant

v.

NATO International Staff

Respondent

Brussels, 22 May 2026

Original: English

Keywords: rebalancing of contributions to the RCMF; admissibility.

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This judgment is rendered by the full panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü, Mr Thomas Laker, Mr Fabien Raynaud and Ms Anne Trebilcock, judges, having regard to the written procedure and further to the hearings on 20 April 2026.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal brought by [name], dated 9 January 2026. This appeal was registered as Case No. 2026/1437 on 19 January 2026.

2. By a common answer dated 4 February 2026, the respondent replied to the present appeal together with the related appeals brought by [names]. In that answer, the respondent requested, pursuant to Rule 13(3) of the Rules of Procedure of the Tribunal that this appeal together with seven other appeals be joined for the remainder of the proceedings and for the purpose of a single judgment.

3. The appeals were not joined for the purpose of a single judgment. The Tribunal nevertheless held a joint hearing on 20 April 2026, at NATO Headquarters, in the eight related appeals. At that hearing, partly held by videoconference, [name] made a statement. The present judgment concerns only his appeal.

4. On 5 March 2026, [name] filed a reply.

5. On 26 March 2026, an *amicus curiae* brief was submitted by [name], one of the two vice-chairs of the Confederation of NATO Civilian Staff Committees (“CNCSC”). He had also been the chair of the CNCSC Retirees’ Medical Claims Fund and Group Insurance Working Group at the time when the rebalancing of the Retirees Medical Claims Fund (“RMCF”) contributions and the deletion of the footnote to Article 51.2 of the Civilian Personnel Regulations (“CPR”) of the North Atlantic Treaty Organization (“NATO”) had been discussed.

6. By a rejoinder dated 7 April 2026, the respondent replied to the replies submitted by, inter alia, [name], and also commented on the *amicus curiae* brief. In that submission, the respondent maintained its objections to admissibility and, in the alternative, its submissions on the merits.

7. The present appeal arises out of the decision of the Organization to rebalance contributions to the RMCF with effect from 1 July 2025.

B. Factual background of the case

8. [name] was employed by the SHAPE Technical Centre and subsequently by the NATO International Staff. He retired in 2001 after 27 years of service, at the age of 55. He was a member of the NATO Provident Fund and therefore did not receive a monthly NATO pension. He paid the bridging cover until he reached the age of 65, after which he was exempt from paying contributions to the RMCF. The new contribution was later reflected in an invoice dated 30 September 2025 which he received on 15 October 2025.

9. NATO introduced lifelong medical coverage for retirees and their dependants in 1971. It revised the qualifying conditions in 1974 and again in 1988. In 1995, it introduced the bridging cover for staff leaving service between the ages of 55 and 65.

10. The RMCF was established on 1 January 2001 after private insurers were no longer willing to underwrite coverage for persons over 65. Under the new system, active staff contributed to the Fund. Some retirees also contributed, and staff leaving service between 55 and 65 remained covered under the bridging cover until age 65. A Supervisory Committee was established to oversee the Fund. Under Article 4 of Annex XIII to the CPR, that Committee included representatives of NATO administrations, active staff through the Confederation of NATO Civilian Staff Committees ("CNCSC"), and retired staff through the Confederation of NATO Retired Civilian Staff Associations ("CNRCSA").

11. The long-term viability of the RMCF was reviewed repeatedly in the following years. In 2009, the Secretary General informed the North Atlantic Council ("NAC") that actuarial projections showed a risk of depletion. In 2013, yearly expenses began to exceed yearly contributions, retirees' contributions were increased from 3% to 5%, and the International Board of Auditors for NATO ("IBAN") also expressed concern about the Fund's sustainability.

12. In 2016, following a proposal made by the CNCSC in 2014 and concurring advice from the RMCF Supervisory Committee, the NATO Office of Legal Affairs and the Joint Consultative Board ("JCB"), the NAC amended the footnote to Article 51.2 of the CPR. That amendment narrowed the category of long-serving retired staff entitled to premium-free continued medical cover ("CMC") after the age of 65.

13. The 2016 amendment also led to litigation. The Tribunal dismissed 116 joined appeals as inadmissible because no implementing decisions had yet been taken concerning the active staff who had appealed. Later, once some staff had retired and were asked to pay a premium under the amended footnote, further appeals were brought and were rejected on the merits in Joined Cases Nos. 2020/1294-1296.

14. After phase 1 of the modernization of the NATO Medical Plan in July 2022, the Organization undertook further work on the financial viability of the RMCF. On 9 December 2022, the International Service for Remuneration and Pensions ("ISRP")

produced an updated study. The RMCF Supervisory Committee discussed that study on 28 February 2023. At that stage, the CNCSC pressed for rebalancing contributions, while the CNRCSA took the view that it was premature to change contributions and proposed waiting longer.

15. In 2024, the JCB Working Group on Insurance Matters considered options for rebalancing the contribution burden between active and retired staff. It met on 22 February, 7 March, 9 April and 8 May 2024.

16. On 29 May 2024, the JCB Working Group adopted recommendations for rebalancing RMCF contributions between active and retired staff.

17. In parallel, and as recorded in letters dated 28 March 2024 and 31 March 2024, the CNRCSA challenged the assumptions used in the ISRP study and obtained an independent actuarial assessment. The CNRCSA maintained that the RMCF was not then facing a long-term viability problem.

18. That assessment was sent to the Assistant Secretary General for Executive Management on 31 May 2024.

19. On 4 June 2024, it was presented at the JCB meeting, during further consultations with the CNCSC and the CNRCSA.

20. On 3 July 2024, the JCB unanimously adopted recommendations on the rebalancing of RMCF contributions with effect from 1 July 2025. Those recommendations included deleting the footnote to Article 51.2 of the CPR and introducing RMCF contributions for bridgers before the age of 65. The deletion of the footnote is the “contested decision” in the present appeal.

21. Before its deletion, the footnote to Article 51.2 exempted from payment after the age of 65 those staff members recruited before 1 January 2001 who had contributed to the group insurance scheme for at least 25 years and who retired from service by 3 August 2016. Retired staff who did not meet that condition were required to pay a premium after the age of 65 to continue coverage.

22. On 11 December 2024, the Secretary General submitted to the NAC the proposal to delete the footnote to Article 51.2. The NAC approved that amendment on 31 January 2025, under silence procedure, with effect from 1 July 2025.

23. On 21 May 2025, Office Notice ON(2025)0014 was issued. It recorded the contested decision and the related rebalancing measures. The medical care provider circulated it to retired staff on 29 May 2025.

24. ON(2025)0014 provided that from 1 July 2025 retired staff over 65 who had previously been exempt would contribute at the rate of 4.5% of their last salary based on grade and step at departure, shared one third by the retired staff member and two thirds by the Organization. It also provided that bridgers would contribute to the RMCF

at the same rate in addition to the bridging cover, bringing their personal contribution to 3.17% of the same salary basis.

C. Parties' contentions and arguments

25. The parties' contentions and arguments are summarized and discussed below, as part of the analysis of each of the appellant's grounds.

D. Considerations and conclusions

(i) Admissibility

26. The respondent submits that [name]'s appeal is inadmissible for failure to comply with the mandatory time limits in Annex IX to the CPR. It argues that the contested decision was notified on 29 May 2025 through the medical care provider's communication enclosing ON(2025)0014. According to the respondent, that ON was not a general rule or policy as it identified the categories concerned, specified the applicable percentages and basis of calculation, and stated that the new rules would enter into force on 1 July 2025.

27. The respondent therefore maintains that the 60-day time limit to file an appeal under Article 6.3.2 of Annex IX began to run on that date. It expired before any appeal was filed.

28. In the alternative, the respondent responds that even if the time limit were calculated from the individual acts applying the contested decision to [name], the appellant's appeal would still be late. It states that [name] received notification on 15 October 2025 yet filed his appeal only on 9 January 2026.

29. [name] disputes the respondent's primary position. He explains that he first became aware of the loss of his entitlement to free medical cover when he received the invoice on 15 October 2025. He then wrote to the Secretary General on 17 October 2025 and again on 30 November 2025. He challenged the decision and its fairness. He also states that after 25 years outside of NATO, the access to information channels with it were practically non-existent and non-cooperative. Thus, he asks the Tribunal for indulgence.

30. The Tribunal recalls that in Case No. 2020/1306, paragraph 32, it held that Article 6.2.1 of Annex IX authorizes appeals against decisions provided that the decision has "been applied in a manner affecting the appellant's personal interests". It also held at paragraph 36 that "[m]ere publicity or briefings" regarding a NAC decision or other policy change are not a basis to seek administrative review.

31. Similarly, in Case No. 2020/1303, paragraph 52, it held that information notes of a general nature were not an "individual act that adversely affected them" and that

it “is only from the time of knowledge of the individual decision that the time frame for lodging an appeal starts to run, i.e. in the present case the pension slip implementing, for the first time, the new version of Article 36 of Annex IV of the CPR”.

32. Applying those principles, the Tribunal does not accept that time began to run on 29 May 2025 merely because ON(2025)0014 had been circulated by the medical care provider on that date. The ON was a measure of general application. It publicized a decision that would take effect from 1 July 2025 but it did not deduct any sum from a pension or issue any invoice to an individual retired staff member. For the appellant, the measure became a concrete and individual act only with the receipt of the invoice that applied the new regime to him personally.

33. That conclusion does not, however, render the appeals admissible. [name]’s invoice was dated 30 September 2025, and in his appeal he states that he received it on 15 October 2025. Yet his appeal was filed only on 9 January 2026. Even taking the later date of receipt stated by [name] himself, the appeal was filed outside the 60-day time limit laid down in Article 6.3.2 of Annex IX to the CPR.

34. The arguments made by the appellant to overcome that delay must be rejected. The Tribunal recalls Article 1.2 of Annex IX which states, “[r]espect of time limits is mandatory”. In Case No. 2022/1345, paragraph 35, the Tribunal further emphasized that “respect of time limits is mandatory”. In that same judgment, paragraph 36, it also held that “the suspension of the time limits during the Tribunal’s recess periods pursuant to Article 1.2(c) of Annex IX applies only to pending appeals”.

35. Article 6.6.4 of Annex IX provides for the departure from these time limits in “exceptional circumstances”. In Case No. 889 and 890, paragraph 34, the Tribunal explained that the waiver of the time limit in “very exceptional circumstances” consists of “an objective element, i.e. unusual circumstances outside the appellant’s control, and a subjective element, i.e. the obligation for the appellant to guard against the consequences of an unusual event by taking the appropriate steps”.

36. The Tribunal is unable to find such exceptional circumstances here. The facts relied on by [name], namely his late appreciation of the significance of the Office Notice, his desire to obtain clarification, and his criticism of the availability of information channels, do not amount to circumstances outside his control or to an unusual event that could justify an extension of time limits.

37. Accordingly, the Tribunal concludes that the appeal is inadmissible.

38. Although the appeal is inadmissible, the Tribunal observes that even if it were admissible it would fail on the merits. The issues raised by [name] substantially overlap with those already examined in Case Nos. 2025/1421, 2025/1422, 2025/1423, 2025/1426 and 2025/1430.

39. For the reasons set out in that judgment, the Tribunal would also conclude that the contested decision had a clear legal basis, was supported by objective and clear

justifications, was adopted through a standard procedure, and did not violate the relevant principles invoked by the appellant. [name]'s more specific submissions would not warrant a different result.

E. Costs

40. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...]

41. The appeal having been rejected, no costs are due under Article 6.8.2 of Annex IX of the CPR.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 22 May 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge
(signed) Anne Trebilcock, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

8 June 2026

AT-J(2026)0015

Judgment

Case No. 2025/1412

Appellant

v.

NATO Supreme Headquarters Allied Powers Europe

Respondent

Brussels, 3 June 2026

Original: English

Keywords: sexual harassment/serious misconduct, dismissal.

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This judgment is rendered by a Panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü and Mr Fabien Raynaud, judges, having regard to the written procedure and further to the hearing on 20 April 2026.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal by [name] (“the appellant”) against NATO Supreme Headquarters Allied Powers Europe (“SHAPE”) dated 9 July 2025 and registered on 14 July 2025. The appellant mainly challenges the decision of the SHAPE Chief of Staff dated 12 May 2025, which terminated his employment on the grounds that his conduct constituted sexual harassment, amounted to serious misconduct and breached several NATO regulations.

2. The respondent’s answer, dated 14 October 2025, was registered on 28 October 2025. The appellant’s reply, dated 28 November 2025, was registered on 5 December 2025. The respondent’s rejoinder, dated 27 January 2026, was registered on 18 February 2026.

3. An oral hearing was held on 20 April 2026 at NATO Headquarters. The Tribunal heard the appellant’s statement and arguments by his representative and by representatives of the respondent, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

4. The background and material facts of the case may be summarized as follows.

5. After joining SHAPE in 2019, the appellant held a variety of positions in intern, volunteer and temporary roles. On 1 December 2023, he began a three-year definite duration contract as a [post], a project-linked NATO International Civilian post.

6. The appellant met Ms X, Ms Y and Ms Z at social events in 2023 and, as a group of young [nationality] colleagues at NATO, they developed very close friendships with each other, spending time together at work and non-work activities, such as barbecues, lunches, dinners, trips, etc.

7. The appellant experienced a period of infatuation with Ms Z and, in autumn 2023, he confessed his romantic interest in her, however his feelings were not reciprocated and they remained friends.

8. The appellant assisted Ms X with favours such as bringing her food, driving her around (they lived within five minutes of each other), and letting her stay at his house in January and February 2024 as a friend since she did not have a contract until March

of that year. In summer 2024, he expressed his romantic interest, but Ms X turned him down.

9. The appellant also formed a close friendship with Ms Y, who had a boyfriend at that time. The appellant and Ms Y developed intimate conversations, and exchanged many messages with sexual content including references to their past experiences, sexual preferences, physical appearances and sexual jokes. However, the situation changed on 19 December 2024 when the appellant sent Ms Y several messages via Skype on the NATO classified network during working hours, detailing what he thought of her body and how it aroused him. Receiving those messages on 20 December 2024, Ms Y – allegedly unable to work due to shock/fear – informed her deputy supervisor and supervisor. Since it was her last day at work and her new contract would start on 3 February 2025, they planned immediate action upon her return.

10. Despite receiving no replies to his messages, the appellant continued to message Ms Y and send screenshots and YouTube videos to her personal phone/social media accounts between 27 December 2024 and 18 January 2025.

11. On 4 February 2025, Ms Y discussed the matter with her superiors, asserting that the appellant was vindictive and aware of her personal habits and home address, and that she had deliberately avoided direct contact with him in the intervening period. On 5 February, the appellant sent a Skype message saying “hello, you are back”, which caused Ms Y to panic; her supervisor then instructed the appellant to stop. The appellant complied with the order, erased the Instagram chat and blocked Ms Y.

12. On 11 and 12 February 2025, Ms X and Ms Y submitted formal complaints against the appellant to SHAPE, alleging sexual harassment.

13. In her complaint, Ms X alleged that she had been a victim of sexual harassment and that, during working hours on 29 November 2024, the appellant had sent her sexually oriented text messages via NATO’s Skype for Business platform on the NATO SECRET network: *“I’m throwing it at you cruelly since I walked past you earlier. the jeans don’t really do you justice : (You have a nice [word] and the jeans don’t show it off at all. But I think it’s because they’re baggy jeans)”*. She also alleged that he had sent text messages after working hours via personal platforms (Signal, WhatsApp). When the appellant had asked Ms X why she had not responded to his messages, she had informed him that his behaviour and his words were unwelcome and not tolerated. Ms X claimed that as a result of that exchange he had limited his interactions with her and, instead, switched to a different target, her colleague Ms Y. She added that she had ceased all form of communication with him after learning from Ms Y what he had written and how he had behaved towards her.

14. In her complaint, Ms Y claimed that she was a victim of sexual harassment and made the following allegations regarding the appellant’s actions:

She alleged deliberate and unsolicited physical contact or unnecessarily close physical proximity, stating that, on 10 December 2024, after the Christmas corridor party at SHAPE, the appellant had accompanied Ms Y into her office to retrieve cigarettes, then

sat down and requested a shoulder massage from her. After she complied, he offered to massage her, which she nervously declined multiple times. She was rescued from the situation when a colleague called her to suggest a smoke break; she informed him of the incident, and noted that he was willing to testify to her discomfort.

She alleged repeated sexually oriented comments or gestures about her body, appearance or lifestyle, stating that on 10 December 2024 (during the Christmas corridor party), while walking in the corridor at SHAPE, the appellant had made an unwanted comment about Ms Y's backside, saying it was a pleasure for him to walk behind her so that he could look at it. This was just one of several such comments about her body. She submitted his messages of 19 December 2024 via Skype for Business as proof of such unwanted comments.

She alleged offensive phone calls, letters and messages. She stated that, on 20 December 2024, upon arriving at work, she had found several messages sent by the appellant on 19 December 2024 on the NATO SECRET network. Between 9:19 and 15:00, he sent multiple message of a sexual nature using crude and obscene language:

"You know how the first thing you do when you wake up is go to the bathroom to empty yourself properly before starting the day. We men experience a nice morning awakening with a not very discreet [word]. This [word] was out of the ordinary, it almost scared me for the poor girls who had to suffer it in other circumstance." at 09:19

"Then I thought about you and it was even more difficult to calm me down :D" at 09:26

"Now I'm going to have breakfast and I'll do nothing but think about your <3 great [word] <3 Said with love and devotion" at 09:30

"And after a long coffee break and with a freer mind, Giorgio, [word] early in the morning, went back into hibernation" at 10.13

"Haha, now that you return from your holidays you will find this beautiful series of messages :D Great to start the new year xD Since I know you will read these messages when you return, I wish you a very merry Christmas and a very happy new year <3 I love you so much and can't wait to see you <3" at 14:54

"And I remain of the opinion that you have a 10/10 magnificent [word]." at 15.01

She alleged that the appellant showed or displayed to her sexually explicit graphics, cartoons, pictures, photographs, social network postings and internet pages. In particular, she stated that, while he was on holiday in Ireland on 2 January 2025, the appellant had sent Ms Y via Signal two one-time-view screenshots (seen on 24 January) displaying messages that had been sent by another user via a social media application and that contained sexual comments about the appellant's genitals. She further alleged that on 18 January 2025, the appellant had sent her a Signal message with a YouTube video entitled "*Half Horse Half Man*". Although the content was not explicitly sexual, she found it disturbing, as she interpreted it as implicitly suggesting that he perceived himself as having a beast inside, a "creature of the night" with partially horse-like anatomy.

She alleged stalking, maintaining that the appellant had continued to message her on Signal and Instagram from his personal phone in late December 2024 and January 2025, despite receiving no replies to his messages of 20 December: on 27 December 2024, whilst on holiday, he sent a GPS screenshot from Ms Y's home region of Viterbo, Italy; on 29 December 2024, he expressed hopes of finding a girlfriend from her region, or ideally her hometown; on 30 December 2024, he sent Ms Y a Signal screenshot of her friend G's Bumble profile. The following day, she received texts from G, who told her that she was concerned because she had received some disturbing text messages from the appellant. Ms Y stated that G had briefly met the appellant the previous summer at SHAPE via a mutual friend, had shown no interest in him, and had neither shared her phone number with him nor given him any reason to contact her.

15. Considering the formal complaints, including sufficient evidence and screenshots of conversations, the SHAPE Civilian Human Resource Manager (“CHRM”) decided that they had sufficient fact-based evidence to initiate disciplinary proceedings and the Disciplinary Board was convened on 18 February 2025.

16. On 19 February 2025, the appellant was suspended from his functions with emoluments.

17. On 20 February 2025, the CHRM issued a report in accordance with Article 5.2 of Annex X to the NATO Civilian Personnel Regulations (“CPR”) proposing immediate dismissal of the appellant as a disciplinary measure. The appellant received and signed for receipt of the report on that same day.

18. On 4 March 2025, the appellant requested access to the NATO networks and to his file. On 6 March 2025, the CHRM offered three potential dates and the appellant chose 11 March 2025.

19. On 7 and 17 March, the appellant was notified that the report had triggered proceedings, but that it was the Disciplinary Board that would perform an in-depth review of the allegations, evidence, and any additional information submitted by the appellant; this would include an opportunity for him to be heard, provide written or verbal comments, and request that witnesses be heard.

20. On 11 March, the appellant accessed his accounts and received a copy of the file, including two complaints and a transcription of an audio message; on 13 and 17 March, he submitted his written comments and additional written comments regarding the report. The Disciplinary Board met on 4 April; it interviewed complainants on 8 April and witnesses on 9 and 14 April 2025. Ms Z chose to simply act as a witness rather than become a party to the disciplinary proceedings. The appellant was heard on 17 April and he submitted additional evidence to the Board on 22 April 2025.

21. The Board evaluated the appellant’s behaviour towards Ms X as a borderline case of sexual harassment at work via official communication tools, and his behaviour towards Ms Y as a clear case of sexual harassment with clear emotional harm. The Board did not comment on the appellant’s conduct towards Ms Z, as she was simply acting as a witness, the evidence was insufficient, and the incidents had not been reported at the relevant time.

22. On 23 April 2025, the Board concluded that there was sufficient evidence to substantiate the allegations against the appellant, and found that such conduct amounted to serious misconduct. *“Based on the zero tolerance against harassment, discrimination in the workplace, for violating boundaries considered as sexual harassment, lack of professional and social judgement, misreading social and professional contexts, the misuse of NATO equipment and engaging into unprofessional and crass conversations that cross the boundary of professionalism during working hours and using classified network”,* the Board recommended “dismissal” pursuant to Article 59.3(e) of the CPR.

23. The appellant's employment was terminated effective 12 May 2025, by the contested decision of the SHAPE Chief of Staff, who upheld the Board's recommendation on the grounds that the appellant's actions constituted sexual harassment/serious misconduct, in breach of the SHAPE Zero Tolerance Policy, the NATO Code of Conduct, ACO Directive 040-007 on Standards and Conduct ("ACO Directive"), and SHAPE Directive 050-009 on Discrimination and Harassment in the Workplace ("SHAPE Directive").

24. On 16 June 2025, the appellant's counsel requested full, unredacted copies of the disciplinary report, witness statements, pre-drafted resignation letter, etc. On 30 June, the CHRM provided the requested files but withheld internal deliberative materials and sensitive information relating to third-party witnesses.

25. On 9 July 2025, the appellant lodged the present appeal.

C. Parties' principal contentions, legal arguments, and relief sought

(i) The appellant's main contentions

26. The appellant submits that the respondent did not meet the requisite standard of proof – clear and convincing evidence – in establishing sexual harassment. In particular, he contends that there is no evidence to show that any boundaries were set with Ms Y and their contact continued despite these boundaries, and that her implicit consent did not exclude the messages of 19 December. He maintains that, given the high level of intimacy between them, the respondent cannot reasonably conclude that the appellant should have foreseen that his messages would make Ms Y feel humiliated, intimidated, or offended. In support of this position, he relies on the case law of the United Nations Appeals Tribunal (UNAT) (Bagot), asserting that a finding of unwelcome conduct requires more than the complainant's subjective perception and, in particular, in such close relationships it is crucial to put someone on notice to reset boundaries and to signal that prior consent to certain conduct is no longer welcome. He further argues that, given their intimate relationship and her non-subordinate status, Ms Y could have objected if she felt uncomfortable.

27. He alleges that the ACO Directive limits, but does not necessarily prohibit, all private, unofficial use of NATO equipment. The Skype messages were private as he sent them as a friend, not in his role as [post].

28. He contends that the sanction of dismissal is manifestly disproportionate. In his submission, he argues that a zero-tolerance policy requires a prompt response, not the imposition of the most severe penalty. He further argues that the Board failed to take into account relevant mitigating factors, including his clean disciplinary record, his exemplary past conduct, and the absence of any superior–subordinate relationship with Ms Y. He further submits that, acting as a friend, he had apologized to Ms X and would have done likewise in respect of Ms Y had he been afforded the opportunity. He maintains that his denial of wrongdoing reflects the exercise of his rights of defence and should not be construed as evidencing a lack of understanding, remorse, or judgment.

29. He further alleges multiple procedural irregularities and a breach by the respondent of its duty of care, including: (1) lack of an effective, independent and impartial investigation, as the respondent skipped the mandatory inquiry step required by the NATO Harassment Policy and initiated the disciplinary procedure just two days after the complaints had been submitted. He further claims that the CHRM bypassed the inquiry process and chaired the Disciplinary Board despite having issued a resignation-or-dismissal ultimatum to the appellant on 20 February 2025, and then upheld his prior dismissal recommendation; (2) breach of adversarial rights, as only two days remained for the appellant to submit his written comments to the Disciplinary Board after receiving access to his file. Additionally, he was neither notified of the Board's decision to interview complainants and witnesses, nor provided with the witnesses' statements; and (3) failure to state reasons, as he was only provided with a redacted copy of the Disciplinary Board's report, which did not fully justify the decision and adversely affected his right of defence.

30. The appellant requests that the Tribunal:

- annul the decision of 12 May 2025 terminating his employment;
- order his reinstatement or appointment to a similar position with retroactive effect; or alternatively, payment of an amount equal to the emoluments of all kinds that he would have received had he remained in his post until 30 November 2026;
- compensate him for non-material and punitive damages evaluated at €150,000.00 in total; and
- reimburse all legal costs including travel costs.

(ii) The respondent's main contentions

31. The respondent states that the appellant does not dispute the communications exchanged via the NATO classified network and social media platforms, and that his defence is merely based on his perspective of the sequence of events. Intent or supervisory capacity does not constitute a necessary element of the offence, as the appellant's conduct caused significant distress to his female colleagues.

32. The respondent notes that no conversation is private when using official NATO communication tools since any work carried out by members of the staff in the performance of their official duties shall be vested in the Organization as per Article 12 of the CPR and all conversations are monitored and reviewed (login warning screen). Moreover, the ACO Directive bans unofficial use, profane, obscene, derogatory, harassing, offensive, or similarly inappropriate content or risks to NATO networks or Communications and Information Systems.

33. The Head of a NATO body may choose to establish a fact-finding inquiry when assessing a case concerning discrimination, bullying and harassment in the workplace, but the CPR does not require him to do so, especially where the facts are not disputed. The Disciplinary Board was properly and impartially constituted.

34. The respondent states that it followed due process and complied with the CPR rules, and argues that the submission of the redacted report does not violate the appellant's rights, since it provided sufficient reasons for the appellant to understand and/or contest the decision, and that the Organization is not bound to disclose all

interviews. The disciplinary process fulfilled the necessary conditions: the appellant was notified of the allegations in a timely manner, provided with access to the relevant materials, had the opportunity to be heard and to submit evidence, and was legally represented.

35. The respondent maintains that the appellant's breach of NATO rules, poor judgment and ignorance of boundaries irreparably damaged the trust essential to continued employment. Taking into account his rationalizations and lack of remorse, the high risk of recurrence, and the Organisation's duty of care towards other staff members and duty to maintain a safe and respectful working environment, the prescribed penalty is balanced, proportionate and lawful.

36. The respondent notes that, in any case, *inter alia*, the appellant's lack of professional and social judgement, misreading of social and professional contexts, and misuse of secure NATO equipment is considered an insurmountable obstacle to his return to his previous position or any other similar position.

37. The respondent also maintains that the appellant's claims for damages are wholly unproven and devoid of merit, and the request for "punitive damages" is beyond the Tribunal's competence. It asks the Tribunal to dismiss the appellant's requests in their entirety.

D. Considerations and conclusions

38. In his appeal, the appellant challenges the Chief of Staff's decision of 12 May 2025 to terminate his employment, arguing that it is vitiated by substantive and procedural irregularities.

39. With regard to the appellant's actions that were the subject of the complaints and the disciplinary proceedings, the Tribunal observes that the appellant does not deny his conduct, nor the content of the messages transmitted via NATO systems and social media platforms. Those incidents having been proven, the question of their legal characterization remains to be addressed.

40. In the Disciplinary Board's view, the appellant's behaviour towards Ms X was a borderline case of sexual harassment at work since it happened only once. It was inappropriate, unwanted and occurred via official workplace communication tools but stopped after one incident upon her objection. However, his denial of wrongdoing – merely acknowledging that he misused NATO equipment – and unverified apology were noted as concerns. On the other hand, the appellant's behaviour towards Ms Y was found to be a clear case of sexual harassment, with clear emotional harm, unwanted messages during working hours using NATO equipment, inappropriate behaviour in person and abuse of friendship dynamics under the pretext of friendship. The Board concluded that the appellant's acts (*"violating boundaries considered as sexual harassment, lack of professional and social judgement, misreading social and professional contexts, the misuse of NATO equipment and engaging into unprofessional and crass conversations that cross the boundary of professionalism during working hours and using classified network"*) amounted to serious misconduct and violated the provisions of the SHAPE Directive, insofar as such conduct

constituted sexual harassment. Such conduct further breached NATO's Code of Conduct and the ACO Directive.

41. The appellant challenges this, and argues that, given the close personal relationship between himself and his colleagues, particularly Ms Y, his actions cannot be qualified as sexual harassment. He contends that, even if his messages were inappropriate, he could not have reasonably foreseen that they would offend or intimidate his close friends. Regarding Ms X, he ceased the conduct and apologized immediately upon her objection. In contrast, he asserts that Ms Y did not express her discomfort in such a way as to reset boundaries and signal that prior consent to certain conduct was no longer welcome.

42. The SHAPE Directive defines the conduct that will not be tolerated in the work place, as well as what constitutes discrimination, harassment, and bullying in the workplace. In addition, it defines the measures that may be taken to stop such behaviour, as well as the effective and responsive complaint system and feedback mechanisms in place for filing and resolving grievances.

43. Article 2-3(d) of the SHAPE Directive defines sexual harassment as any verbal comment, non-verbal gesture, or physical contact of a sexual nature that makes an individual feel humiliated, intimidated, or offended. It includes, but is not limited to: (a) deliberate and unsolicited physical contact or unnecessarily close physical proximity; (b) repeated sexually oriented comments or gestures about the body, appearance or lifestyle of a staff member; (c) sexually offensive phone calls, letters, email messages, etc.; (d) showing or displaying sexually explicit graphics, cartoons, pictures, photographs, social network postings or internet pages; (e) persistent unsolicited and unwelcome invitations to social activities (if driven by sexual interest); (f) stalking – which can be defined as behaviour in which an individual inflicts upon another repeated, unwanted intrusions and/or communications (if driven by sexual interest). It usually takes the form of following, watching, monitoring and/or obsessive phoning/mailing. Annex A to the Directive further provides generic examples of behaviours that can potentially be interpreted or confused as sexual harassment. Notably, Article 3 of the Annex lists “red zone” behaviours that are always considered sexual harassment, including “making sexually explicit remarks or comments, writing obscene letters, emails or faxes”.

44. Applying these provisions to the established facts, the Tribunal finds that the appellant's undisputed messages to his female colleagues constitute conduct of a sexual nature, given their content. As to whether such conduct was capable of causing humiliation, intimidation, or offense, the Tribunal acknowledges the appellant's argument, in particular, that Ms Y did not express discomfort or objection. However, while it is accepted that the appellant and Ms Y had initially exchanged messages of a sexual nature, these exchanges, as confirmed by the appellant's oral testimony and reflected in the Board's report, related to personal experiences and preferences and were not directed at each other or indicative of mutual romantic or sexual intent. Moreover, the case file does not demonstrate any conduct by Ms Y that could reasonably suggest that their relationship had progressed beyond a close friendship, particularly prior to the messages sent on 19 December 2024.

45. In light of the foregoing, the Tribunal concludes that the respondent did not err in characterizing the appellant's conduct as sexual harassment and serious misconduct, committed during working hours and through the use of official resources (Skype), nor in determining that such conduct breached the provisions of the NATO Code of Conduct and the SHAPE Directive.

46. The ACO Directive provides, at Article 7-2, that official resources provided to personnel by ACO, whatever their nature, are for official use only, unless private use has been approved according to relevant internal rules or practices, or on a discretionary basis. Article 7-4 further requires ACO personnel to avoid any action that could lead to damage, vulnerability or risk to NATO networks or Communications and Information Systems (CIS). ACO personnel shall not use NATO networks or CIS to access, view, post, store, transmit, download or distribute any profane, obscene, derogatory, harassing, offensive, or similarly inappropriate materials.

47. In light of these explicit provisions, the appellant's use of the NATO SECRET network during working hours to engage in unauthorized personal communications, coupled with the obscene and harassing nature of those communications, clearly undermines his claim of limited personal use. The Tribunal therefore finds that the respondent was equally correct in determining that such conduct also constituted a breach of the rules governing the use of official resources, as well as a violation of the prohibition against harassment under the ACO Directive.

48. As regards the alleged procedural irregularities, it is regrettable that, following formal complaints of sexual harassment, the respondent did not apply its own Directive 050-009 on Discrimination and Harassment in the Workplace and instead relied on the CPR Annex X mechanism on disciplinary powers and procedures. However, having examined the relevant provisions of both the CPR and the Directive, and noting that the CPR does not afford a lower level of protection, the Tribunal finds that this choice, in the circumstances of the case, did not in itself constitute a procedural violation.

49. Contrary to the appellant's submissions regarding the lack of a mandatory inquiry process, the Tribunal considers that, in particular, where formal complaints are supported by undisputed, clear and sufficient evidence, as in the present case, disciplinary proceedings may be initiated in a manner that is expeditious, fair, and discreet. The case file also establishes the following: first, pursuant to Article 5 of Annex X to the CPR, the disciplinary proceedings were initiated by the CHRM in his capacity as "official responsible for personnel management" under ACO Directive 050-013 on Management and Administration of Civilians Employed Under the Provisions of the NATO Civilian Personnel Regulations; second, pursuant to Article 5.2 of Annex X to the CPR, the CHRM, as the authority initiating disciplinary proceedings, issued a report setting out the alleged facts and proposing the appellant's immediate dismissal, receipt of which the appellant acknowledged on the same day; and third, the CHRM convened a three-member Disciplinary Board, as provided for in Article 6 of Annex X to the CPR. In accordance with that provision, he presided over the Board in his capacity as the official responsible for personnel management. The Tribunal, therefore, finds no irregularity with respect to the CHRM's initiating proceedings, issuing a report and proposing the penalty, and his position as Chair of the Disciplinary Board.

50. According to the appellant's other claim, which was not refuted by the respondent, at the meeting held on 20 February 2025, the CHRM issued his report pursuant to Article 5.2 of Annex X to the CPR, and presented the appellant with the option either to resign or to face disciplinary proceedings. This was prior to the Disciplinary Board's report dated 23 April 2025. The appellant declined to sign the pre-drafted resignation letter and acknowledged receipt of the report on that same day. He contends that, in these circumstances, the CHRM's subsequent role in chairing the Disciplinary Board and endorsing the sanction proposed in his earlier report constituted a breach of the principle of impartiality, thereby rendering the proceedings legally flawed.

51. The Tribunal notes, with concern, that the conduct of the CHRM may reasonably give rise to doubts as to the appearance of his impartiality and objectivity. Nevertheless, the record demonstrates that the incidents themselves were not disputed, and that the disciplinary report, including the recommended sanction contained therein, was adopted unanimously by all three members of the Disciplinary Board, including the CHRM. In these circumstances, the Tribunal finds that the concerns raised regarding impartiality do not rise to the level of a procedural irregularity affecting the validity of the proceedings.

52. The appellant submits that his right to defence was adversely affected due to the respondent's failure to disclose all interview records underlying the proceedings, and the insufficient time afforded to him to submit written observations to the Disciplinary Board, namely, just two days once he was given access to the network and relevant files. The appellant further contends that the respondent breached its duty to state reasons, given that he was provided with the redacted version of the report.

53. The case file demonstrates that the appellant, who was the subject of disciplinary proceedings, was informed of the allegations against him through the CHRM's report dated 20 February 2025. He was granted access to the NATO network and relevant files on 11 March 2025, enabling him to respond to those allegations and submit any information or evidence he deemed relevant. In this context, he submitted written comments and additional comments to the Disciplinary Board on 13 and 17 March 2025, was heard on 17 April 2025, and provided additional evidence on 22 April 2025. Contrary to the appellant's assertions, the respondent was not required to disclose the reports of the interviews conducted (see AT Judgment in Case No. 2020/1308), nor to submit internal deliberative materials or sensitive third-party witness information, in order to preserve confidentiality and protect the rights of the parties concerned. In light of the foregoing, it is evident that the appellant was made aware of the accusations against him, and was afforded a sufficient and effective opportunity to exercise his right of defence. Accordingly, the appellant's allegations in this regard do not establish any procedural irregularity or breach of the duty of care.

54. The appellant's final argument is that the punishment is disproportionate to the alleged events. Having regard to the nature and seriousness of the sexual misconduct by the appellant, who held a three-year definite duration contract, its effect on the complainants, the demonstrated pattern of behaviour of the appellant towards female colleagues, the consequent erosion of professional trust and concerns about the high risk of recurrence, as well as the Organisation's zero-tolerance policy and its

responsibility to protect the integrity of the workplace and uphold the dignity of its staff members, the Tribunal finds that the sanction imposed was proportionate and fell within the scope of the Administration's reasonable exercise of disciplinary discretion.

55. In these circumstances, the appellant's submissions for annulment and all the related submissions should be dismissed as unfounded in their entirety.

E. Costs

56. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...].

57. The appeal being dismissed, no reimbursement of costs is due.

F. Decision

FOR THESE REASONS,

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 3 June 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Fabien Raynaud, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0016

Judgment

Case No. 2025/1427

Appellant

v.

**NATO Support and Procurement Agency
Respondent**

Brussels, 14 July 2026

Original: English

Keywords: redundancy priority, legitimate expectations.

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This judgment is rendered by a Panel of the Administrative Tribunal of the North Atlantic Treaty Organization (NATO), composed of Ms Louise Otis, President, Mr Thomas Laker and Mr Fabien Raynaud, judges, having regard to the written procedure and further to the hearing on 24 June 2026.

A. Proceedings

1. The NATO Administrative Tribunal (hereinafter the “Tribunal”) has been seized of an appeal, dated 7 November 2025 and registered on 17 November 2025 as Case No. 2025/1427, by Mr [name], against the NATO Support and Procurement Agency (NSPA). With this appeal, the appellant contests his non-selection for post [...] and the refusal to compensate him for untaken annual leave. It is connected to two prior appeals which concerned the termination of his contract (2025/1406) and his priority rights as a redundant staff member (2025/1411) respectively. The Tribunal joined those appeals and dismissed them by judgment of 27 March 2026.

2. In its answer to the present appeal, dated 16 February and registered on 26 February 2026, the respondent invites the Tribunal to dismiss the appeal. The appellant’s reply of 27 March 2026 was registered on 27 March 2026, and the NSPA’s rejoinder of 28 April 2026 was registered on 30 April 2026.

3. An oral hearing was held by videoconference on 24 June 2026 at NATO Headquarters. The Tribunal heard the statement and arguments of the appellant and of the representatives of the respondent, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

4. Regarding the background and relevant facts of the case, the Tribunal, *inter alia*, noted the following in its judgment of 27 March 2026:

The appellant joined NATO in 2014. In 2024, he held post [...].

By letter dated 26 June 2024, the General Manager of NSPA informed the appellant that the Agency had proposed the suppression of his post and would terminate his contract on 31 December 2024.

...

The letter also advised the appellant of his redundant status pursuant to Article 57 of the CPR which grants privileges when applying for vacant posts throughout the Organization.

In addition, in its relevant section, this letter explicitly makes reference to ON-HT-05/23 dated 27 March 2023, entitled ‘Redundancies’.

...

On 10 November 2024, the appellant applied for post [...].

On 27 November 2024, in a follow-up email regarding this application, the appellant was informed that he would “be invited for interviews in competition but POD will not be able to conduct it in 2024.”

On 27 January 2025, the appellant was informed that his application for post [...] was not successful, and other candidates were selected “after careful evaluation by the Shortlisting Panel (SP) members”.

On 29 January 2025, the appellant received information regarding his “transfer request for post [...]” that he had not “been retained for a direct transfer ... However, ... your profile will be examined with the ones who have applied for competition.

5. On 26 February 2025, the appellant submitted a request for administrative review of (1) the decision of 27 January 2025 not to select him for post [...], and (2) the decision of 29 January 2025 not to directly transfer him to this post. This request was rejected on 26 March 2025. The appellant lodged a formal complaint on 25 April 2025.

6. In the meantime, on 29 January 2025, the appellant was informed that he would not receive financial compensation for his untaken leave and overtime. The appellant submitted a request for administrative review of this decision, which was rejected on 26 March 2025. He then lodged a formal complaint on 25 April 2025.

7. While the two complaints of 25 April 2025 were lodged separately and concerned two distinct subject matters, i.e the non-selection decision and the decision not to compensate the appellant for untaken annual leave, these two complaints were referred to the same Complaint Committee. The appellant was heard by the Complaint Committee and its report was issued on 2 July 2025. The appellant made his comments on the report on 23 July 2025.

8. The complaints were rejected by decision of 8 September 2025.

C. Summary of the parties’ contentions, legal arguments and relief sought

(i) The appellant’s main contentions

Non-selection for post [...]

9. Firstly, the appellant alleges procedural flaws in the recruitment procedure. In this respect, he alleges that his priority rights as a redundant staff member were not respected. In his view, his application for post [...] should have been assessed independently and before other internal and external candidates were considered. He also emphasizes that the Selection Committee was composed of only two members instead of the four required by the internal rules.

10. Second, the appellant contends that a manifest error of judgment was made in the assessment of his application. In this respect, he alleges that his profile and professional experience matched the requirements of the post in question. He contests the concerns raised by the Selection Committee and emphasizes that he was

not even granted an interview, as had been promised to him in the email of 27 November 2024.

Compensation for untaken leave

11. The appellant alleges that he was deprived of the opportunity to take his remaining days of leave since he was only informed on 12 December 2024 that his contract would be terminated on 31 December 2024. Thus, he was unable to take 10 units (1/2 days) of leave before the termination date, for which he is seeking compensation. The appellant also requests compensation for overtime.

(ii) The respondent's main contentions

Non-selection for post [...]

12. The respondent emphasizes that priority consideration of applications by redundant staff is a purely procedural right and does not create any substantial right to be appointed to a post.

13. In the appellant's case, the rules of the Selection Committee did not prescribe a mandatory composition of four members; rather, that number was a mere recommendation for interviews in an open competition. In addition, the relevant Office Notice was no longer in force.

14. In the respondent's view, the appellant's application for post [...] was considered fairly and in line with the internal rules of the Organization. The respondent alleges that his application was identified as being for a staff member with redundant status to the hiring manager, who gave it priority consideration with a Human Resources representative in November 2024. As the appellant did not convincingly meet the profile sought for the position, his application was not proposed for selection by a Selection Committee. The appellant's application was then reviewed along with those of all the other candidates in the competitive selection process. The shortlisting panel for post [...] also considered that the appellant's application did not sufficiently present the qualifications and experience desired for the post, which resulted in the appellant not being longlisted when applications of higher quality than expected were received.

Compensation for untaken leave

15. The respondent highlights that the NATO Civilian Personnel Regulations (CPR) do not provide for compensation for untaken leave and set out only two grounds on which an exception may be granted: an extended period of sick leave, or supporting a Council-approved operation or mission. Neither case is applicable to the appellant. With respect to his claim that he did not have sufficient time between the decision to abolish his post and the termination of his contract to avail himself of his remaining leave, the respondent recalls that the appellant was notified of the impending termination of his contract over six months in advance. The respondent further contends that the selection process for post [...] is not relevant, as the appeal does not contest any decision related to that selection process.

D. Considerations and conclusions

Applicable case law

16. According to Article 57.2 of the CPR, “Staff members who become redundant shall be given the opportunity to apply for the vacant posts throughout the Organization and the candidature of such staff members for a post of their own grade shall be considered before other recruitment is put in hand”.

17. ON-HT-05-23 entitled “Redundancies” provides that: “Applications from redundant staff members will be considered before taking into account applications from other internal and external candidates. The relevant professional qualifications, performance record and experience of the redundant candidate will be assessed by a selection committee against the position requirements”.

18. Article 4 of the Operating Instruction on recruitment procedures (OI 4400-02) provides that: “Staff members who become redundant, will be considered with priority for vacant positions of the same grade and in the same geographical location if their competencies meet most of the qualification requirements. A Selection Committee (SC) will be established to ensure the above-mentioned policy is strictly adhered to”. Following Article 5.6 of the same OI, “The SC should be as diverse as possible and should be composed of 4 voting members: 1 Chair from the hiring entity; 1 Representative from the hiring entity; 1 HR representative; 1 neutral member (from a different entity)”.

19. Article 5.7 provides that: “A final report summarising the outcome of the SC’s deliberation and providing a general narrative assessment of each candidate, as well as a recommendation for selection, will be prepared by the HR representative. Recommendations for considering candidates for other vacant posts should be included in the report. The report must be signed by all voting members, indicating those dissenting and their reasons, as well as by the NSA observer, if any.”

20. Article 42.3.3 of the CPR reads: “There will be no compensation for annual leave not taken. Exceptionally, where the Head of a NATO body determines that it has not been possible to allow members of the staff to take all their leave entitlement before their final departure from the Organization, due to supporting a Council approved operation/mission, or an extended period of sick leave, such staff members shall receive a corresponding payment of up to 30 days’ emoluments, including, if applicable, the Organization’s contributions to the Provident Fund or the Defined Contribution Pension Scheme, calculated as at the date of their separation from the Organization”.

21. Article 17.3.3 of the CPR provides that: “However, if members of the staff in categories A and L are repeatedly called upon, owing to service requirements, to work either substantially longer hours than, or inconvenient hours outside, the normal working week, the Heads of NATO bodies may, at their discretion, authorize compensatory leave”. Article 17.3.4 goes on to explain that: “This compensatory leave must be taken before the end of the third month following that in which the overtime was worked. However, if as a result of service requirements it cannot be granted, either in whole or in part, within this period, the official designated by the Head of the

NATO body may authorize payment in lieu for the untaken compensatory leave. This compensatory payment shall be calculated on the basis of the hourly basic salary.”

Non-selection for post [...]

22. From the outset, the Tribunal recalls that decisions on appointments are within the discretionary power of the Organization and, therefore, subject to only limited judicial review. Pursuant to its longstanding jurisprudence, the Tribunal can only interfere with such a discretionary decision if it was taken 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 an abuse of authority (see e.g. Case No. 2016/1082, paragraph 27, citing Case No. 885, paragraphs 33–36).

23. Further, the Tribunal reiterates that applying for a position does not entail a right to be appointed, even if the applicant meets the minimum conditions for the position in question. In the present case, while the parties agree that the applicant met the basic technical and professional requirements of the post, they dispute whether, and to what extent, he fulfilled all or most of the additional criteria. Indeed, the parties hold different views of the applicant’s relevant experience and whether his profile is “more back office than front office”. However, it is not for the Tribunal to reconsider the NSPA’s assessments in detail, unless such assessment is based on manifest errors. Mere differences in the evaluation of an applicant’s strengths or weaknesses do not render a non-selection decision illegal.

24. Of course, the procedural safeguards of the selection procedure must be adhered to. In this respect, the Tribunal notes that not all provisions of the relevant Operating Instruction on recruitment procedures (OI 4400-02) have been applied. In particular, the Selection Committee (SC) for the post consisted only of two members, i.e. the hiring manager and a member of HR, whereas Article 5.6 of the OI states: “The SC should be as diverse as possible and should be composed of 4 voting members: 1 Chair from the hiring entity; 1 Representative from the hiring entity; 1 HR representative; 1 neutral member (from a different entity)”.

25. Further, the Tribunal takes note that, pursuant to a statement by the NSPA’s Talent Acquisition Team Leader before the Complaint Committee, the Organization’s standard practice is to set up the SC for a redundant case with only one HR member and the hiring manager.

26. The Tribunal observes that the word “should” in a legal norm does not have the same impact as “shall”. However, in normal cases it implies an obligation, rather than the mere option that the word “may” would indicate. Therefore, the Tribunal does not agree with NSPA’s standard practice of disregarding its obligations as established in Article 5.6 of OI 4400-02 on a regular basis.

27. In addition, it is far from clear whether Article 57.2 of the CPR has been fully applied in the present case. This provision requires that the applications of redundant staff members for a post of their own grade “be considered before other recruitment is put in hand”. According to the Complaint Committee report, the appellant’s application for post [...] was considered on 12 and 14 November 2024 to meet “several

requirements”, and the applicant was recommended for interview along with other candidates. It follows that other applications were already being taken into account before a decision on the appellant’s application had been finalized. Such a procedure can hardly be said to meet the established requirement for the applications of redundant staff members to be fully considered before those of any other applicants.

28. In any event, the Tribunal notes that the NSPA did not keep its written promise that the appellant would be invited for an interview. The Tribunal held in Case No. 2014/1028 that the principle of protection of legitimate expectations “applies to any individual in whom the administration has instilled justified and clear hopes by giving specific assurances in the form of precise, unconditional and consistent information from authoritative and reliable sources.” And in Case No. 887 it held that three conditions must be fulfilled: (1) “precise, unconditional and consistent assurances originating from authorized and reliable sources must have been given to the person concerned by the NATO body”, (2) “those assurances must be such as to give rise to a legitimate expectation on the part of the person to whom they are addressed”, and (3) “the assurances given must comply with the applicable rules.” (see Case No. 2021/1335, paragraph 71).

29. In the present case, the email of 27 November 2024 stated, with respect to the appellant’s application for post [...], that “The good news is you will be invited for interviews”, thus constituting precise, unconditional and consistent information from an authoritative and reliable source, i.e. the NSPA Talent Acquisition Team Leader, giving rise to the justified and clear hope on the appellant’s side that he had a fair chance to compete for the position by attending an interview. Indeed, the email’s author testified before the Complaint Committee “that unfortunately it was a premature statement based on the hiring manager’s comment”. However, the fact that later on stronger candidates were identified and the appellant did not make the longlist for interviewed candidates does not affect the breach of the appellant’s legitimate expectations.

30. The Tribunal will not speculate on whether the appellant’s performance at interview would have led to his appointment. Therefore, no material damage is due. However, it follows from the foregoing that the NSPA did not properly follow the selection procedure for post [...] with respect to the appellant. The Tribunal finds that the breach of his legitimate expectations to be invited for an interview amounts to a violation of his procedural rights and needs to be compensated.

Compensation for untaken leave

31. The Tribunal recalls that pursuant to Article 42.3.3 of the CPR, normally there is no compensation for annual leave not taken. Only exceptionally, where the Head of a NATO body determines that it has not been possible to allow members of the staff to take all their leave entitlement before their final departure from the Organization, such staff members shall receive a corresponding payment of up to 30 days’ emoluments.

32. In the present case, the appellant had been informed as early as 26 June 2024 that the Agency had proposed the suppression of his post and would terminate his contract on 31 December 2024 (see the Tribunal's judgment in Joint Cases nos. 2025/1406 and 2025/1411). Therefore, he had sufficient time to take the remaining days of his leave. Consequently, the request for compensation for untaken leave must be rejected.

E. Costs

33. Article 6.8.2 of Annex IX to the CPR provides:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant.

34. The appeal being partly successful, reimbursement of expenses in the amount of € 3,000 is justified.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The NSPA shall pay € 5,000 to the appellant for breach of his procedural rights.
- The NSPA shall pay € 3,000 as reimbursement of legal fees.
- All the other claims are rejected.

Done in Brussels, on 14 July 2026.

(signed) Louise Otis, President
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0017

Judgment

Case No. 2025/1431

Appellant

v.

**NATO Communications and Information Agency
Respondent**

Brussels, 15 July 2026

Original: English

Keywords: legitimate expectations, renewal of contract.

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This judgment is rendered by a Panel of the Administrative Tribunal of the North Atlantic Treaty Organization (NATO), composed of Ms Louise Otis, President, Ms Seran Karatari Köstü, and Mr Thomas Laker, judges, having regard to the written procedure and further to the hearing on 23 June 2026.

A. Proceedings

1. The NATO Administrative Tribunal (hereinafter the “Tribunal”) has been seized of an appeal, dated 11 December 2025 and registered on 16 December 2025 as Case No. 2025/1431, by Ms [name] (“appellant”), against the NATO Communications and Information Agency (“NCIA”). With this appeal, the appellant contests the decision to renew her contract only at a lower grade than before.

2. In its answer to the present appeal, dated 13 March 2026 and registered on 20 March 2026, the respondent invites the Tribunal to dismiss the appeal. The appellant’s reply of 20 April 2026 was registered on 23 April 2026, and the NCIA’s rejoinder of 22 May 2026 was registered on 26 May 2026.

3. An oral hearing was held on 23 June 2026 at NATO Headquarters, partly by videoconference. The Tribunal heard the statement and arguments of the appellant’s representative and of the representatives of the respondent, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

4. The appellant started her employment as a NATO International Civilian on 1 June 2018. She was originally hired as [post], Senior Administrative Assistant (G10) in The Hague. That same year, the name and reference number of the post changed to [post], Senior Assistant (Administration), at the same grade.

5. In 2021, at the end of her first three-year contract, the NCIA extended the appellant’s contract for three years, expiring on 31 May 2024.

6. In November 2023, six months before the expiry of the second three-year contract, the respondent informed the appellant that it would not be offering her a follow-on contract due to unsatisfactory performance. In 2021 and 2022, the appellant’s performance had been rated as “Fair”, which is one step below the rating of “Good”, the expected minimum performance from all staff.

7. In October 2023, the appellant’s line management started a Performance Improvement Plan (PIP). On 4 December 2023, the appellant went on sick leave, remaining on 100% sick leave until 25 August 2024 and progressively returning to work with sick leave percentages of 75%, 50%, and 25% until March 2025, and going back to 100% on 24 March 2025.

8. The appellant contested the 2023 non-renewal decision through a complaint, without challenging the performance ratings of “Fair”. Following the complaints

procedure, the General Manager amended the contested decision and extended the appellant's contract for seven months, from 1 June until 31 December 2024, in order to allow for the conclusion of the ongoing PIP. Due to the appellant's sick leave as from December 2024, the PIP was not completed.

9. On 14 February 2024 and 28 March 2024, the appellant informed the respondent that she wished to be reassigned, alleging harassment in her original team. She was invited twice to provide substantiation of her allegations, to no avail. No formal complaint for harassment was submitted.

10. On 30 April 2024, an independent medical assessment concluded that the appellant was unable to return to her original team/post but was otherwise fit for duty, concluding: "At this moment I consider Mrs. ... to be unfit for her own position due to medical limitations in combination with the labor dispute. This concerns a "situational disability". The lady can be deployed within a different work environment or team, in a suitable job in a schedule with increasing working hours over the time. In the long term, full reintegration into suitable work can even be expected".

11. On 5 July 2024, the appellant was transferred to the post of Administrative Assistant [post] on a different team for the remainder of her contract, i.e. from July to December 2024. At the time, according to the respondent, no alternative G10 posts were available which could have been offered to the appellant. The offer, inter alia, included a section reading: "In order to allow you to prove your performance in the new post, the Agency is offering you a contract for that post [post], Administrative Assistant in The Hague), at a personal grade (G10), for a period of one year (until 31 December 2025)".

12. Accordingly, the contract reads, inter alia: "You will fill post [post], Administrative Assistant NATO Grade G8. You will retain the salary entitlements belonging to your current grade and increment (G10 increment 16) for the entire duration of this contract". The appellant accepted the offer and signed the contract on 10 July 2024, adding in handwriting: "My signature is made without detrimental recognition".

13. In March 2025, the NCIA commenced the process of assessing the appellant for a contract renewal. The appellant returned to work fully on 24 March 2025. Considering the improvement in appellant's overall performance and attitude over the previous 10 months of gradual return to work, as well as the successful integration into the new team, on 30 June 2025, NCIA offered the appellant another one-year follow-on contract from January to December 2026, now at the grade of the post (G8). This is the contested decision.

14. On 25 July 2025, the appellant submitted a request for administrative review which was rejected on 21 August 2025.

15. On 4 September 2025, the appellant accepted the offer of 30 June 2025 and signed the contract, adding in handwriting "signing without any detrimental recognition of my rights".

16. The appellant subsequently lodged a complaint, which was rejected on 12 October 2025.

C. Summary of the parties' contentions, legal arguments and relief sought

(i) *The appellant's main contentions*

17. In the appellant's view, the contested decision contravenes her legitimate expectations to be offered a subsequent contract at the G10 grade level, rather than a contract at the G8 grade level. Read together, the offers must be understood in a way that should her performance be positive and the post still required, the appellant would continue to benefit from her G10 personal grade. The absence of any clear warning or notification to the contrary deprived the appellant of the chance to plan for or adapt to such a change in a timely and informed manner. The appellant was led to believe that her personal grade of G10 would continue to apply beyond the initial contract period, provided her performance remained satisfactory, which it did.

18. In addition, the appellant states that while the NCIA has discretion in contract renewals, such discretion must be exercised in a manner that is transparent, reasoned, and consistent with principles of good administration. In the present case, the decision is silent on any operational, budgetary, or structural constraints that would prevent renewal at G10. In this respect, the contested decisions are also in breach of the principles of legal certainty and transparency.

19. The decision to renew the contract only at a lower grade is not only demotivating, it also constitutes a disregard for the appellant's well-being and professional efforts. Such a course of action is not in line with the NCIA's duty of care given that the appellant was recovering from an episode of professional burnout, and had managed, through dedication and resilience, to rebuild her standing and integrate successfully within a new team.

20. Furthermore, the financial and emotional consequences of this downgrade are serious. The appellant made significant life decisions in reliance on the assumption that her G10 grade would be maintained. These included entering into a housing lease and financing private educational support for her daughter.

21. Finally, despite repeated reminders on 4 June, 11 June, and 26 June 2025, urging the Chief People Officer to issue the renewal decision, the appellant only received the contested decision on 30 June – despite the fact that the People Management Board had approved the renewal as early as 29 April.

22. The appellant requests the annulment of the decision of 30 June 2025 "insofar as it informs the Appellant that her contract would be renewed for a period of one year, at grade G8 increment 15", as well as the reimbursement of all the legal costs incurred and the fees of the retained legal counsel.

(ii) The respondent's main contentions

23. The respondent rejects the appellant's claims, emphasizing in particular that the lower-graded post was offered to the appellant at her own request, as she did not want to return to her original team; she was found medically unfit to return to her original post; the appellant accepted the offer under the terms stated therein by signing the contract and she did not dispute the terms offered.

24. In the respondent's view, nothing in the 2024 contract, or any other actions of the NCIA, could have created legitimate expectations of the personal grade being extended further. The respondent notes that there is no right to a further contract. Consequently, there is also no right to an extension of the personal grade.

25. The respondent refers to Article 58.4 of the NATO Civilian Personnel Regulations (CPR), which allows the NATO body to impose limitations on the duration for which the personal grade is granted. In the NCIA's view, the 2025 offer extended to the appellant was unequivocally clear. She was not offered an extension of the personal grade and the contract was offered for only one year.

26. The respondent requests the Tribunal to declare the appeal to be without merit.

D. Considerations and conclusions

Legitimate expectations

27. The Tribunal recalls that it has consistently held that "the principle of protection of legitimate expectations 'applies to any individual in whom the administration has instilled justified and clear hopes by giving specific assurances in the form of precise, unconditional and consistent information from authoritative and reliable sources.'" (Case No. 2021/1335, quoting Case No. 2014/1028). In this respect, three specific conditions have to be satisfied in order to claim entitlement to the protection of legitimate expectations: (1) precise, unconditional and consistent assurances originating from authorized and reliable sources must have been given to the person concerned by the NATO body, (2) those assurances must be such as to give rise to a legitimate expectation on the part of the person to whom they are addressed, and (3) the assurances given must comply with the applicable rules (see Case No. 887, paragraph 30).

28. The Tribunal notes that, in the present case, the offer of 5 July 2024 as well as the corresponding contract, signed by the appellant on 10 July 2024, indicated that (i) the post she was being transferred to was rated at grade 8, (ii) the appellant retained her personal grade 10, (iii) for a period of one year, (iv) i.e. from 1 January 2025 to 31 December 2025. In light of these conditions, the Tribunal does not find any precise, unconditional and consistent assurances that the award of the personal grade 10 would continue after 31 December 2025. The contested offer of 30 June 2025 does not contravene the previous offer and contract in paying emoluments based on the post at grade 8 as from 1 January 2026.

29. Nothing else follows from the fact that the offer of 5 July 2024 was made “[i]n order to allow [the appellant] to prove [her] performance in the new post”. In particular, this purpose does not justify the expectation that the award of an increased personal grade would continue in case of performance above average. In contrast, the inclusion of an unambiguous timeline – “one year” and “31 December 2025” respectively – leaves no doubt about the limitation in time. Thus, the decision of 30 June 2025 cannot be interpreted as a mere extension of the previous contract and its specific conditions.

30. The appellant’s grievances about an alleged lack of legal certainty and/or transparency do not convince the Tribunal. It is an undisputed fact that the post the appellant was transferred to at her own wish was and is classified at grade 8. During the oral hearing, the appellant’s representative confirmed that she does not contest this classification. It is also clear that the award of emoluments at a higher level were based on a “personal grade” for a precise period. In this respect, the Tribunal recalls Article 58.4 of the CPR, which allows the imposition of limitations on the duration for which the personal grade is granted: “Where the measures agreed upon involve retention of the previously held grade, limitations may be imposed on the length of time the contractual grade may be retained or on the entitlement to within-grade advancement”.

31. Finally, the appellant’s reservation about her signature being “made without detrimental recognition” when signing the contract on 10 July 2024 does not create any legitimate expectation that potential follow-up contracts would keep her personal grade. Rather, such qualification creates the impression that the appellant was already well aware of the limitations of this contract.

32. In sum, the criteria for protection of legitimate expectation as established by the Tribunal’s jurisprudence are not fulfilled. In particular, at no time was precise, unconditional and consistent information given to the appellant that her contract for a G8 position would be continued at personal grade 10 after 31 December 2025.

Duty of care

33. The Tribunal takes note that the appellant was given a chance to continue her engagement with the NCIA when her contract was extended in June 2024 for seven months even though her – uncontested – performance ratings for 2021 and 2022 had not exceeded ‘fair’. Further it is noted that the appellant, at her own wish, was transferred to her present G8 post in July 2024, keeping her personal grade 10 for about one and a half years. Finally, the Tribunal notes that the appellant never submitted a formal harassment complaint regarding the alleged treatment in her former position.

34. Considering these circumstances, the Tribunal does not find that NCIA’s duty of care requires continuing with personal grade 10 for a longer, i.e. permanent, period of time. In particular, the Organization is not obliged to take into consideration any private life decisions, including financial obligations, the appellant may have taken.

E. Costs

35. Article 6.8.2 of Annex IX to the CPR provides:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant.

36. The appeal being dismissed, no reimbursement of expenses is due.

F. Decision

FOR THESE REASONS

The Tribunal decides that:

- The appeal is dismissed in its entirety.

Done in Brussels, on 15 July 2026.

(signed) Louise Otis, President
(signed) Seran Karatari Köstü, Judge
(signed) Thomas Laker, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0018

Judgment

Case No. 2025/1429

Appellant

v.

**NATO Airborne Early Warning & Control Programme Management Agency
Respondent**

Brussels, 15 July 2026

Original: English

Keywords: Rule 10, summary dismissal.

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This judgment is rendered by a Panel of the Administrative Tribunal of the North Atlantic Treaty Organization (NATO), composed of Ms Louise Otis, President, Mr Fabien Raynaud and Mr Thomas Laker, judges, having regard to the written submissions and having deliberated on the matter further to Tribunal Order AT(PRE-O)(2026)0003.

A. Proceedings

1. The NATO Administrative Tribunal (hereinafter the “Tribunal”) has been seized of an appeal, dated 1 December 2025 and registered on 4 December 2025 as Case No. 2025/1429, by Mr [name] against the NATO Airborne Early Warning & Control Programme Management Agency (hereinafter “NAPMA”). The appellant challenges the General Manager’s decision of 16 October 2025 not to provide him with the Investigation Report related to Case No. 2024/1398.
2. The respondent’s answer, dated 2 March 2026, was registered on 11 March 2026.
3. On 11 March 2026, the President of the Tribunal issued Order AT(PRE-O)(2026)0003 in accordance with Rule 10, paragraph 1, of the Tribunal’s Rules of Procedure. This Order suspended all procedural time limits and authorized the parties to submit additional written views. The respondent submitted its views on 23 March 2026 and the appellant on 26 March 2026. The Tribunal deliberated on the matter at its session on 21 April 2026.

B. Factual background of the case

4. The background and material facts of the case may be summarized as follows.
5. On 8 July 2025, the Tribunal rendered its judgment in Case No. 2024/1398. In that case, the appellant challenged the disciplinary decision of 1 October 2024 in which the NAPMA General Manager (GM) sanctioned him for alleged acts of sexual harassment as well as the decisions of 30 September 2024 and 31 October 2024 pertaining to the non-renewal of his contract and the dismissal of the Administrative Review/mediation request. The Tribunal dismissed the appeal.
6. The appellant submitted a request for re-hearing under Rule 29 of the Tribunal’s Rules of Procedure (ROP) on 23 July 2025; a request for rectification of error under Rule 28 of the ROP on 7 August 2025; and a request for clarification of judgment under Rule 30 of the ROP on 15 September 2025.
7. On 6 October 2025, the appellant sent a request to the GM to be provided with a copy of the Investigation Report (“IR”) of 25 April 2024, which was prepared during the disciplinary proceedings that led to the 1 October 2024 disciplinary decision. On 16 October 2025, the respondent denied such request.
8. On 23 October 2025, the Tribunal rendered Order AT(TRI-O)(2025)0002. Paragraphs 12 and 13 of the Order read as follow:

12. With respect to his requests under Rules 28 and 29 of the ROP, the appellant contends that in its judgment in Case No. 2024/1398, the Tribunal failed *inter alia*, (1) to consider and apply its own jurisprudence, (2) to consider that he has not been provided with the investigation report, (3) to consider the “violations” in the investigation report, (4) to consider that he had no opportunity to reply and comment on the investigation report, (5) to consider that he had no opportunity to provide “input” to the GM before the disciplinary action, (6) to address the complaints regarding immediate suspensions, and (7) to apply the principles related to timeline and duty of care.

13. With respect to his requests under Rule 30, the appellant further details his contentions by addressing specific matters relating to, *inter alia*: the 8 December 2023 and 1 May 2024 suspensions; allegations of double jeopardy, speculations of external input in the Tribunal’s assessment of evidence and siding with the respondent; questions on the investigation methodology; failures and shortcomings in the conduct of the disciplinary proceedings including the violation of the right to be heard and the length of the investigations and procedure; attribution of the penalty with reference to the provisions of the NATO harassment policy and factors considered in the attribution of the misconduct; detailed actions/inactions that would further demonstrate a breach in the duty of care; proportionality of the sanction; rationale on the contract notification and extension.

9. The Tribunal concluded that the appellant’s applications for revision, correction and clarification of judgment were devoid of merit and dismissed the requests.

10. On 1 December 2025, the appellant submitted the present appeal.

C. Summary of parties’ contentions, legal arguments and relief sought

(i) *The appellant’s contentions*

11. On the admissibility of the appeal, the appellant refers to the 22 October 2025 telephone conversation he had with the GM and to his understanding that “asking him to reconsider his decision via an administrative review would be fruitless. Thus, I am submitting this appeal now to the Administrative Tribunal”. The appellant submits the appeal directly to the Tribunal, the 16 October decision having been taken by the NAPMA Head of NATO Body (“HONB”). The appellant further maintains that the appeal falls within the Tribunal’s competence *ratione materiae*, the IR having founded the GM’s decision to take disciplinary action against him, thus bearing on his situation and his service with NAPMA.

12. The appellant centers his case on access to the IR, stressing that the judgment in Case No. 2024/1398 contains no reasoning or determination on the issue and that the matter cannot be regarded as having been decided implicitly. He refers also to the Tribunal’s final order of 23 October 2025, observing that, although access to the IR had been listed as a main contention in the judgment, it was not addressed, the Rule 28, 29 and 30 requests having been summarily dismissed.

13. He asks the Tribunal to rule on the basic understanding of whether the subject of an investigation is entitled to the IR (or is entitled to it if and when requested, given the circumstances of the particular case). The appellant refers to AT-J(2024)0010 and to

specific ILOAT case-law affording a staff member access to such documentation for procedural fairness and the effective exercise of the right of defence.

14. The appellant contends that he still does not know how the GM determined that misconduct had occurred. He considers that as the appeal involves an issue related to Case No. 2024/1398, it is reasonable to review what was previously appealed and addressed concerning the IR. He argues that he is not attempting to reopen Case No. 2024/1398 and that “there is a distinction between, then, NAPMA not providing an opportunity to comment on the investigation report during the earlier proceedings and, now, refusing to provide it upon request in October 2025”. The appellant stresses that the complaint put forth in Case No. 2024/1398 concerning access to the IR was related to his right of defence. The IR (including witness accounts) was intentionally not provided to him upon being issued in April 2024 and thus he did not have access to it for the next steps in the process.

15. As to the applicable rules, the appellant refers to the relevant paragraphs of the NATO Policy on Harassment (Initial Review, Process of Inquiry, Disciplinary Process, Administrative Decision), to Annex X to the Civilian Personnel Regulations (CPR) and this Tribunal's judgment AT-J(2024)0010 (paragraphs 84 and 85).

16. The appellant contends that the GM's rationale for not providing the IR is contradictory and lacks merit. He states that the disciplinary action was based solely on the IR, recalling that the GM made his decision to take disciplinary action on 1 May 2024, based solely on the 25 April 2024 IR, and before issuing the 10 May 2024 Disciplinary Report (DR) and soliciting the appellant's comments. He also adds that citing confidentiality of the Report so as to exclude its subject is unconscionable.

17. He contends that there are irregularities in the investigation and asks to view the IR. In particular he argues that: the GM penalized him for “other things” that he did not list in his 1 October 2024 penalty memo; the investigator did not employ a substantiation methodology, but employed one of “balance of probability”; without viewing the IR it is impossible to determine if the investigator had the evidence to substantiate any finding; the GM viewed the IR and decided to take disciplinary action without determining misconduct, shifting that responsibility to the Disciplinary Board (DB) used as the “jury” to determine whether misconduct had occurred; the DB did not list substantiated findings as is required, the GM did not review and thus did not take into account his comments to the DB before proceeding; the DR is not sufficient to serve as the IR and only by review of the IR can one know what the investigator listed as against what the GM listed, therefore whether the investigator determined substantiation of any charges or whether he offered merely charges that the GM adopted.

18. Further, the appellant emphasizes that:

- due process has been seriously violated and that every outcome obtained without full disclosure of the underlying facts should be called into question; and
- a review of the IR (including the witness accounts) is necessary to determine whether the investigation departed from its own guidance, whether it had the evidence to substantiate any finding, and whether misrepresentations of attributions occurred.

19. The appellant requests that the Tribunal:
- annul the 16 October 2025 decision in a manner that would require the GM to provide the IR;
 - rule definitively on whether the subject of an investigation is entitled to the IR, so that NATO bodies and staff members may know the position for future cases; and
 - should the appeal be dismissed, set out the grounds with sufficient clarity and detail to permit proper understanding of the basis for the decision.

(ii) The respondent's contentions

20. The respondent considers the appeal inadmissible in its entirety.

21. The respondent affirms that the Tribunal lacks competence *ratione materiae*, its jurisdiction covering disputes arising from administrative decisions affecting the terms and references of appointment or employment. It states that the disciplinary case is final, and the refusal to release the IR has no bearing on the appellant's contractual status.

22. The respondent also contends that the appeal is inadmissible *ratione personae*. It submits that Article 1.4 of Annex IX to the CPR is not to be read in isolation from the Administrative Review (AR) process (Article 2 of Annex IX to the CPR). It considers that it is not enough in itself that a decision be taken by the HONB directly, the appellant must also fulfil the other criteria necessary for the AR, namely that he challenge a HONB decision which is affecting his conditions of work or service. The appellant, no longer being employed by NAPMA, cannot fulfil such criteria.

23. Finally, the respondent maintains that the appeal shall be deemed inadmissible on grounds of *res judicata*. It stresses that the Tribunal already examined the disciplinary procedure and found no violation of defence rights. It underlines that the present appeal relies on substantially the same factual matrix and documentation of the previous judgment and does not identify any new determining fact (that may have led to a different outcome) or serious procedural defects, and thus constitutes an attempt to re-litigate matters already determined.

24. The respondent summarizes the correctness of the reasons for declining the appellant's requests as follows:

- the preparatory nature of the IR;
- the absence of any automatic right of access to all internal documents generated during the procedure;
- the respondent's adherence to the principles of due process and procedural fairness;
- the fact that the appellant had sufficient information to exercise his right of defence
- the confidentiality justifying limits on access to internal documents; and
- the absence of legal effect or benefit deriving from the appeal.

25. The respondent refers to the numerous and repeated submissions and requests made by the appellant to the Tribunal and to the respondent relating to substantially similar matters. It expresses its concern that the appeal mechanism may be used in a manner that results in repetitive litigation.

26. It states that not every administrative correspondence or exchange constitutes a new administrative decision capable of forming the basis of a subsequent appeal and that the present appeal does not give rise to a new justiciable dispute. Rather, fragmenting the dispute into multiple proceedings risks undermining procedural efficiency and legal certainty.

27. The respondent requests that the Tribunal:

- declare the appeal inadmissible and dismiss the case; or
- reject the appellant's claims in their entirety as an attempt to re-litigate matters and as lacking any new factual or legal basis.

D. Considerations and conclusions

28. The decision challenged in the present appeal is the GM's refusal, communicated on 16 October 2025, to provide the appellant with a copy of the IR of 25 April 2024. That report was prepared in the course of the disciplinary proceedings which culminated in the disciplinary decision of 1 October 2024.

29. The lawfulness of that disciplinary decision was the subject of Case No. 2024/1398, in which the Tribunal in its judgment dismissed the appeal in its entirety. The appellant now seeks the annulment of the 16 October 2025 refusal so as to require disclosure of the IR. He also seeks a ruling by the Tribunal definitively settling for the benefit of NATO bodies and staff members generally whether the subject of an investigation is entitled to the report concerning them.

(i) Inadmissibility

30. The Tribunal will address first the appellant's request that it rule, in general terms, on whether and when the subject of an investigation is entitled to access the resulting report.

31. The appellant invites the Tribunal to settle that question definitively, so that NATO bodies and staff members will know the position for future cases. In that sense, the request seeks an abstract or advisory determination of principle. The Tribunal's competence, as defined by Article 6.2.1 of Annex IX to the CPR, extends to individual disputes concerning the legality of a decision taken by the Head of a NATO body with respect to the appellant. It does not extend to advisory opinions or to the formulation of rules of general application for the guidance of NATO bodies in future cases. Accordingly, the relief sought lies outside the Tribunal's competence and is inadmissible.

32. The respondent further contends that the appeal is inadmissible *ratione personae*, the appellant being no longer employed by NAPMA and not in the respondent's submission a member of the "retired NATO staff". The appellant replies that the right of appeal is defined by reference to prior service rather than to entitlement to a pension, relying on the Preamble to the CPR and on Article 1.1(b) of Annex IX to the CPR.

33. The Tribunal observes that the appellant's position on this point raises questions concerning the scope of standing before the Tribunal. Nevertheless, for the reasons set out below, the appeal is in any event inadmissible on other grounds, and it is therefore not necessary to resolve the question of standing. The Tribunal does not rest its decision

upon that ground.

34. Regarding the subject matter of the appeal, the IR whose disclosure the appellant seeks is inseparable from the disciplinary proceedings that were the subject of Case No. 2024/1398. The report was generated within those proceedings. It grounded no separate or subsequent administrative measure. The appellant's interest in obtaining the report is by his own account directed at establishing whether those disciplinary proceedings were conducted fairly.

35. The GM's letter of 16 October 2025 does not constitute a fresh appealable decision capable of grounding a new appeal. A reiteration of a position already adopted, in response to a renewed request concerning a matter that has been finally determined, does not amount to a new administrative decision affecting the appellant's conditions of employment. Otherwise, time limits governing appeals could be indefinitely renewed by the simple submission of fresh requests and appealing each successive refusal. The correspondence of 16 October 2025 gives rise to no new justiciable dispute.

(ii) *Res judicata*

36. The decisive obstacle to the admissibility of the appeal is the authority of *res judicata* attaching to the judgment in Case No. 2024/1398. Article 6.8.3(a) of Annex IX to the CPR provides that the judgments of the Tribunal "shall be final and not subject to any type of appeal by either party", subject only to the rectification of clerical or arithmetical mistakes. A final judgment of the Tribunal may be reopened only on the exceptional and limited grounds provided by Rules 28, 29 and 30 of the ROP.

37. As the Tribunal held in Case No. 2017/1113, where the parties, the subject matter and the cause of action of a later appeal coincide with those already decided, the matter is *res judicata*. It "cannot be reconsidered by means of a refocused rationale by appellant" (paragraph 38).

38. Those conditions are satisfied here. The parties are the same. The subject matter is likewise the same. In Case No. 2024/1398, the appellant complained that he had not been given access to "the report of the investigation or the statements of the witnesses" (paragraph 39). The present appeal seeks the disclosure of that very report. Indeed, the record shows that the appellant requested the IR on 30 October 2024, and that the respondent refused that request on 12 November 2024, while Case No. 2024/1398 was pending. The question of access was therefore squarely within the compass of the earlier proceedings, and the appellant placed it there. Finally, the cause of action is the same. Both appeals are based on the regularity of the same set of disciplinary proceedings and on the appellant's access to the materials underlying them.

39. The appellant submits that the question of access to the IR was not adjudicated in Case No. 2024/1398. He observes that the judgment's reasons do not deal expressly with disclosure of the IR and, relying on the case-law of the Administrative Tribunal of the International Labour Organization, contends that the mere listing of a contention does not constitute its adjudication.

40. The Tribunal does not accept that the authority of *res judicata* can be circumvented in this way. *Res judicata* attaches to the claim that was decided, not to each argument advanced in its support. In Case No. 2024/1398, the complaint

concerning access to the IR was advanced as one of the grounds on which the appellant challenged the disciplinary decision as a violation of his right of defence. The Tribunal examined the regularity of the disciplinary proceedings as a whole, including the opportunities the appellant was afforded to comment during those proceedings (paragraph 68), and rejected the challenge in its entirety, finding no evidence that the procedure "did not take place according to the applicable rules" (paragraph 65) and that "[n]o breach of mandatory procedural rules has been established" (paragraph 69). The access complaint formed part of that challenge, and the challenge was finally rejected. A claim that has been finally rejected cannot be revived by detaching one of its supporting grounds and presenting it as a fresh dispute. That is precisely what the principle stated in Case No. 2017/1113 discussed above forecloses.

41. If the appellant considered that the judgment in Case No. 2024/1398 failed to address a contention he had raised, the ROP afforded him the appropriate remedies. He pursued each of them, and his requests were dismissed by Order AT(TRI-O)(2025)0002 of 23 October 2025. Those remedies having been exhausted, the matter is closed. The present appeal cannot serve as a further avenue for its reconsideration.

42. The appellant's reliance on the judgment in Case No. 2023/1354 and others does not assist him at the stage of admissibility. Indeed, paragraphs 84 and 85 of that judgment describe the disciplinary framework of a different NATO body, the NSPA, under its own Code of Conduct. They provide that the IR "is not to contain legal determinations about the established facts nor indicate whether disciplinary action should be taken" and that the alleged offender "has an opportunity to comment on the report". Whatever guidance that description may offer, it does not establish a standalone right of disclosure enforceable independently of the disciplinary proceedings to which the report belongs.

43. That the appellant now advances his claim by reference to a request made in October 2025, rather than as a ground of challenge to the disciplinary decision does not alter the substance of the matter. He has identified no new fact that was not known at the time of the earlier judgment or that would be capable of leading to a different outcome. He also relies upon substantially the same documentation. Accordingly, the present appeal is in substance an attempt to reopen a concluded matter.

44. The principle of *res judicata* serves to ensure legal certainty and finality, an objective Article 6.8.3(a) of Annex IX to the CPR is designed to secure. To allow this appeal to proceed would be to allow a dispute that has been finally determined to be fragmented and re-litigated through successive requests and appeals. This would be contrary to the principle of *res judicata*. The Tribunal notes that the respondent has not sought an order for compensation under Article 6.8.3 of Annex IX to the CPR in respect of the appeals procedure.

45. It follows that the appeal is clearly inadmissible within the meaning of Rule 10 of the ROP and must be dismissed.

E. Costs

46. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...].

47. The appeal being dismissed, no reimbursement of costs is due.

F. Decision

FOR THESE REASONS,

The Tribunal decides that:

- The appeal is summarily dismissed.

Done in Brussels, on 15 July 2026.

(signed) Louise Otis, President
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0019

Judgment

Case No. 2025/1424

Appellant

v.

**NATO Support and Procurement Agency
Respondent**

Brussels, 15 July 2026

Original: French

Keywords: decision to remove a staff member from certain duties – no obvious error – dismissal on the merits (without ruling on the admissibility).

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This judgment is rendered by a Panel of the Administrative Tribunal of the North Atlantic Treaty Organization (NATO), composed of Ms Louise Otis, President, Mr Thomas Laker and Mr Fabien Raynaud, judges, having regard to the written procedure and further to the hearing on 24 June 2026.

A. Proceedings

1. The NATO Administrative Tribunal (hereinafter "the Tribunal") has been seized of an appeal by Mr (*name*) (hereinafter "the appellant"), against the NATO Support and Procurement Agency (hereinafter "the Agency"). The appeal, dated 27 October 2025, was registered on 10 November 2025 as Case no. 2025/1424. The appellant seeks in essence annulment of his Branch Chief's decision of 17 July 2025 to remove him from his duties as (*name*) Project Manager and (*name*) Section Head and annulment of the decisions of 31 July 2025 and 28 August 2025 rejecting his request for an administrative review of the initial decision. He also seeks an order for the NSPA to pay him €50,000 as compensation for the damage he claims to have suffered.

2. The respondent's answer, seeking dismissal of the appeal, was filed on 10 February 2026 and registered on 19 February 2026.

3. The appellant's reply, seeking the same relief as the appeal, was filed on 20 March 2026 and registered on 26 March 2026.

4. The respondent's rejoinder, seeking dismissal of the appeal, was filed on 27 April 2026 and registered on 30 April 2026.

6. On 13 May 2026, in accordance with Article 16 of the Tribunal's Rules of Procedure (ROP), the Agency submitted an additional document; this document was provided to the appellant. On 19 June 2026, the appellant also submitted an additional document, which was provided to the Agency.

7. The hearing was held on 24 June 2026 at NATO Headquarters, partly by videoconference. The Tribunal heard arguments by the parties, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

8. The appellant was born on (*date of birth*) and joined the Agency in 2016. He works as a (*position name*).

9. On 15 July 2025, in preparation for a Contract Award Committee (CAC) meeting the following day, the procurement team shared a document for comments. In the CAC meeting on 16 July, the appellant raised several issues. On 17 July, the Branch Chief informed the appellant and the CAC members that he had removed the appellant from his duties as (*name*) Project Manager with immediate effect.

10. On 25 July, the appellant submitted a complaint against this decision to the Programme Manager, who rejected it on 31 July. On 6 August, the appellant submitted

a request for administrative review to the NSPA General Manager; his request was rejected on 28 August.

11. On 27 October 2025, the appellant filed an appeal against these decisions to the Tribunal.

C. The parties' contentions and arguments

12. The appellant is seeking annulment of the decision of 17 July 2025 by which his supervisor, a Branch Chief at the Agency, removed him from his duties as (*name*) Project Manager. He is also seeking an order for the Agency to pay him €50,000 in non-material damages arising from the impugned decision. Lastly, he asks that the Agency be ordered to reimburse him for the legal costs incurred.

13. The respondent is seeking dismissal of the appeal, primarily on the grounds of inadmissibility, and in the alternative as being unfounded.

14. The appellant contends firstly that the impugned decision adversely affects him insofar as he was removed from certain duties, and that that decision followed on from previous, comparable decisions that had gradually deprived him of any actual professional activity.

15. The appellant argues that the contested decision is illegal for the following reasons:

- the contested decision was taken with the sole purpose of punishing him for his, in his view justified, criticisms on 16 July, in the CAC meeting. The criticisms did not please his supervisor, who, at 18:54 that same day, emailed him asking him to withdraw the criticisms before the following morning, otherwise he would immediately be removed from his role as (*name*) Project Manager, as had happened in the past for other projects;
- the contested decision was another example of harassment by his supervisor, who had gradually removed all his duties from him; the appellant had reported the situation, which constitutes an abuse of authority, to his managers on two occasions, to no avail.

16. Lastly, the appellant contends that the impugned decision caused him non-material damage and endangers him in the longer term insofar as there is a risk it will lead to a negative performance review, or even termination of his contract.

17. The Agency contends, primarily, that the appeal is inadmissible since the contested decision is a simple decision linked to the organization of tasks within the team, and that it only changes the appellant's duties and has no effect on his contractual situation since it does not affect his grade, salary or benefits and also does not affect his role at the Agency or in the Department. In addition, the Agency considers that the appeal is premature since the appellant's harassment complaints are still being investigated.

18. In the alternative, the Agency contends that the appeal is unfounded.

19. The Agency states first that, as the Tribunal has consistently held, Branch Chiefs have the discretion to take the type of decision the appellant is challenging. In the present

case, the decision merely changes the appellant's duties for reasons of service and is not tainted by a manifest error. The appellant's supervisors had met with him several times to discuss issues with his performance and had initiated a Performance Improvement Process (PIP) for him. There is nothing in the appellant's contract that guarantees he will specifically be the (*name*) Project Manager.

20. The Agency states furthermore that nothing suggests that the contested decision constitutes harassment or an "abuse of authority". In its opinion, the events mentioned are not harassment and certainly not an abuse of authority. Rather, they are the logical consequence of the appellant's unsatisfactory performance in carrying out his duties as (*name*) Project Manager, which had been pointed out to him several times by his supervisors.

D. Ruling of the Tribunal

21. In addition to the issue of the admissibility of the appeal, there is also the issue of the legality of the contested decision, whereby the appellant's supervisor removed him from his duties as (*name*) Project Manager.

22. The Tribunal recalls that, as it has consistently held, the hierarchical authority has considerable discretion to change the duties of staff members under their responsibility for reasons of service, as expressly provided in Articles 12.1.1 and 12.1.2 of the NATO Civilian Personnel Regulations (CPR); the decision is subject to only limited review by the Tribunal to determine if it is within this wide discretionary power.

23. However, in this case, the Tribunal does not consider that the supervisor exceeded their discretionary power by making the contested decision.

24. First, the case file shows, and the Agency states, that the hierarchical authority based the decision on the interests of the service, given the appellant's unsatisfactory performance in leading the project in question, and in leading other projects that had previously been entrusted to and then removed from him, owing in particular to his recurring difficulties in working in a team. The appellant disputes the relevance of this assessment, but there is nothing in the case file to suggest it is clearly mistaken.

25. Furthermore, the case file does not show the contested decision to be discriminatory or an abuse of authority. It does show that the appellant's relations with his supervisor had deteriorated and that the latter had on several occasions removed certain duties from the appellant. This deterioration can be seen in the comminatory email that the appellant's supervisor sent him immediately after the meeting of 16 July 2025, the day before the contested decision, in which he rebuked him for his negative attitude during the meeting and told him to withdraw his criticisms or he would immediately be removed from his duties as (*name*) Project Manager. That does not mean that the contested decision is discriminatory or constitutes an abuse of authority. The head of service was responsible for taking any measures they considered necessary to ensure its smooth running, including reorganizing, as needed and without delay, the distribution of tasks between their subordinates. Incidentally, the document submitted on 18 May 2026 reveals that the administrative investigation conducted in response to the appellant's harassment allegations found that there had not been any harassment.

26. It follows from the foregoing that, in this case, the hierarchical authority did not exceed the considerable discretionary power that they enjoy in order to take measures for reasons of service. Consequently, without it being necessary to rule on admissibility, the appeal must be dismissed.

E. Costs

27. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...].

28. The appeal being dismissed, no reimbursement of costs is due.

F. Decision

FOR THESE REASONS,

the Tribunal decides:

- The appeal is dismissed.

Done in Brussels on 15 July 2026.

(signed) Louise Otis, President
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge

(signed) Laura Maglia, Registrar

Certified copy
Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0020

Judgment

Case No. 2025/1425

Appellant

v.

**NATO Support and Procurement Agency
Respondent**

Brussels, 15 July 2026

Original: French

Keywords: inadmissibility.

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This judgment is rendered by a Panel of the Administrative Tribunal of the North Atlantic Treaty Organization (hereinafter "NATO"), composed of Ms Louise Otis, President, Mr Thomas Laker and Mr Fabien Raynaud, judges, having regard to the written procedure and further to the hearing on 24 June 2026.

A. Proceedings

1. The NATO Administrative Tribunal (hereinafter "the Tribunal") has been seized of an appeal by Mr (*name*) (hereinafter "the appellant"), against the NATO Support and Procurement Agency (hereinafter "the Agency"). The appeal, dated 24 October 2025, was registered on 10 November 2025 as Case no. 2025/1425. The appellant requests in essence that the Tribunal declare as wrongful the decision to recognize him as unfit for service and to terminate his contract, and order the Agency to pay him €1,045,000 in compensation for the damage he claims to have suffered as a result.
2. The respondent's answer, seeking dismissal of the appeal, was filed on 6 February 2026 and registered on 23 February 2026.
3. The appellant's reply, seeking the same relief as the appeal, was filed on 24 March 2026 and registered on 30 March 2026.
4. The respondent's rejoinder, seeking dismissal of the appeal, was filed on 29 April 2026 and registered on 30 March 2026.
5. The hearing was held on 24 June 2026 at NATO Headquarters, partly by videoconference. The Tribunal heard arguments by the parties, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

6. The appellant was born on (*date of birth*) and joined the Agency in 2004. He worked as a (*position name*).
7. In a letter dated 29 July 2025, the NSPA General Manager informed him that he had been recognized as unfit for service in accordance with the findings of the Invalidity Board on 25 July 2025.
8. In an email dated 4 August 2025, the appellant submitted a request for administrative review to the General Manager, who rejected it in a registered letter dated 27 August 2025 and received on 2 September 2025.

C. The parties' contentions and arguments

9. The appellant is seeking an order for the Agency to pay him €1,045,000 in material and non-material damages arising from being recognized as unfit for service and having his contract terminated. He is also seeking an order for the Agency to pay the costs.

10. The Agency is seeking dismissal of the appeal, primarily on the grounds of inadmissibility, and in the alternative as being unfounded.

11. The appellant contends that his appeal is admissible insofar as he submitted a request for administrative review against the decision to recognize him as unfit for service before submitting his appeal to the Tribunal within the time limit.

12. Next, the appellant argues that the decision to recognize him as unfit for service was illegal for the following reasons:

- the decision was made on the basis of the Invalidity Board's findings which, according to him, were flawed in that they did not state the grounds, and, additionally, were delivered following a process that was itself flawed, insofar as the Board was not impartial: two of the doctors exchanged information, including about his personal situation, without sharing that information with the third doctor (his GP), who in addition was unable to consult all the documents at the Board's disposal;
- the decision was made in a broader context of discrimination and harassment of the appellant by his supervisors, over a number of years, which had led him to submit a complaint in accordance with the ad hoc procedure.

13. Lastly, the appellant contends that his professional situation in recent years has had serious impact on his health, given that he was hospitalized and required psychiatric and pharmaceutical treatment, and on his career, given that being recognized as unfit for service resulted in the termination of his contract and his abruptly losing his income.

14. Primarily, the Agency maintains that the appeal is inadmissible on the grounds that it does not seek the annulment of the decision to recognize him as unfit for service but only the payment of compensation, a request that it had never been made aware of and which has not been the subject of a decision on its part that can be challenged before the Tribunal. Concerning the decision to recognize him as unfit for service, the Agency argues that in any case it became final on 2 September 2025, the date on which the appellant indicated that he did not intend to challenge the rejection of the request for administrative review that he had submitted against this decision. Also, regarding the various exchanges that the appellant had with the Administration in 2024 about the harassment that he claims to have suffered, the Agency contends that the appellant did not submit a request for administrative review concerning this and that the grievances mentioned on this point before the Tribunal are in any case time-barred.

15. In the alternative, the Agency contends that the appeal is without merit.

16. First of all, the Agency argues that the invalidity proceedings were regular, putting forward three arguments in this respect. First, there was no manifest factual error in the findings. Second, although it is true that the Board did not specify the date on which the appellant's health was to be considered stabilized, this omission, regrettable as it may be, has no repercussions on the regularity of the proceedings, especially since the findings show that the Board considered that the appellant's health was stabilized on the date it issued its findings; nothing seriously contradicts this. Third, the Board's findings were made by a majority of the three doctors, as provided in the CPR, and the appellant's GP had access to all the documents at the Board's disposal.

17. Furthermore, the Agency argues that it in no way failed in its duty of care towards the appellant. It was quick to react to the grievances he had expressed concerning his management, and there were several exchanges between the appellant and Human Resources. As for the delay in paying the appellant's pension between August and October 2025, it observes that this can be attributed to the appellant since he was late in completing his file.

18. Lastly, the Agency submits that the claim for compensation must be dismissed on the grounds, firstly, that the decision to recognize him as unfit for service was not flawed; secondly, that non-material damage has not been established; and lastly, that in the absence of a flaw and of damage, no causal connection can be established.

D. Ruling of the Tribunal

On the admissibility

19. The Agency states that the appeal is inadmissible, absent a prior decision: the appellant did not submit a complaint before submitting his appeal to the Tribunal.

20. For his part, the appellant contends that his appeal is admissible insofar as he submitted a request for administrative review to the General Manager before submitting his appeal to the Tribunal within the time limit.

21. It follows from the provisions of Article 6.3.1 of Annex IX to the NATO Civilian Personnel Regulations (CPR) that, for their appeal to be admissible, an appellant must have "*exhausted all available channels for submitting complaints*" under the Annex.

22. However, in the present case, it is clear that the appellant failed to exhaust all available channels for submitting complaints in relation to his request for compensation for damage suffered as a result of the decision to recognize him as unfit for service. Although in his email of 4 August 2025 he did challenge the decision to recognize him as unfit for service, his submissions to the Tribunal and the explanations given at the hearing show that his appeal is not directed against the decision itself, but only at obtaining compensation for the damage he claims to have suffered as a result. Yet, this request was not first submitted to the Agency before the appeal was submitted to the Tribunal.

23. It follows from the foregoing that the appeal is inadmissible and must therefore be rejected.

E. Costs

24. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...].

25. The appeal being dismissed, no reimbursement of costs is due.

F. Decision

FOR THESE REASONS,

the Tribunal decides:

- The appeal is dismissed.

Done in Brussels on 15 July 2026.

(signed) Louise Otis, President
(signed) Thomas Laker, Judge
(signed) Fabien Raynaud, Judge

(signed) Laura Maglia, Registrar

Certified copy
Registrar
(signed) Laura Maglia



ADMINISTRATIVE TRIBUNAL
TRIBUNAL ADMINISTRATIF

22 July 2026

AT-J(2026)0021

Judgment

Case No. 2025/1420

Appellant

v.

**NATO Communications and Information Agency
Respondent**

Brussels, 20 July 2026

Original: English

Keywords: non-renewal, definite duration contract, interests of the Organization.

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This judgment is rendered by a Panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatari Köstü and Mr Thomas Laker, judges, having regard to the written procedure and further to the hearing on 23 June 2026.

A. Proceedings

1. The NATO Administrative Tribunal (“the Tribunal”) has been seized of an appeal by Ms [name] (“the appellant”) against the NATO Communications and Information Agency (“NCIA”) dated 10 September 2025 and registered on 10 October 2025, as Case No. 2025/1420. The appellant mainly contests the decision of 24 March 2025 on the non-renewal of her definite duration contract.

2. The respondent’s answer, dated 10 December 2025, was registered on 22 December 2025. The appellant’s reply, dated 18 March 2026, was registered on 26 March 2026. The respondent’s rejoinder, dated 27 April 2026, was registered on 30 April 2026.

3. An oral hearing was held on 23 June 2026 at NATO Headquarters partly by videoconference. The Tribunal heard arguments by the appellant and by the respondent’s representative, in the presence of Ms Laura Maglia, Registrar.

B. Factual background of the case

4. This appeal concerns a NATO staff member who joined NATO on 1 October 2022 on a three-year definite duration contract as [post] within the Business Management section of the NCIA’s Finance Division.

5. In the appellant’s performance evaluations for 2023 and 2024, her overall performance was assessed as “Good”; however, consistent concerns and required improvements were raised.

6. During the appellant’s mid-year review discussion with her reviewing manager, in late October 2024, she was informed that the renewal of her contract might be at risk.

7. On 29 January 2025, the “Proposal for Renewal of Staff Contract”, recommending the non-renewal of the appellant’s contract, was signed, citing her average performance, limited improvement over time, lack of prospects for further progress, and consequent failure to meet the expectations of a G20 senior role.

8. On 3 February 2025, during a meeting with her approving manager, the appellant was told again that serious concerns continued to exist regarding her performance and the renewal of her contract.

9. The appellant filed a formal harassment complaint against Mr X from another Finance team (the complaint is dated 18 March 2025 according to the appellant and 14 April 2025 according to the respondent), concerning his conduct at a 27 February 2025 meeting. She alleged that he had dominated the discussion despite being unprepared, and publicly belittled and mocked her and her teammate, which she perceived as bullying and disrespectful.

10. On 24 March 2025, by the respondent's decision, the appellant was informed that her contract would not be renewed upon its expiry on 30 September 2025, and that the decision was based on the interests of the Organization.

11. On 22 April 2025, the appellant submitted a request for administrative review challenging the basis for the non-renewal decision of 24 March and seeking clarification.

12. In May 2025, the appellant filed an informal complaint requesting an investigation into the origin of a rumour circulating in January and February 2024 that her colleague, Mr Y, had been removed from her team because the two could not work together. She alleged that the rumour was intended to undermine her professional standing during the performance evaluation period.

13. On 15 May 2025, in response to the appellant's request for administrative review, the respondent provided a detailed explanation of the reasons underlying the contested decision and upheld that decision.

14. On 13 June 2025, the appellant submitted a complaint; on 14 July 2025, she was notified that the General Manager had rejected her complaint and confirmed the decision not to renew her contract.

15. On 10 September 2025, the appellant lodged the present appeal.

16. The appellant submitted a medical report to the case file; the report is dated 14 September 2025 and states that she suffered [...]. It concludes that she is currently totally unfit for work, continued sick leave is necessary, any return to work would pose a significant risk of neurological, oncological, and psychological deterioration, and her work capacity should be reassessed after completion of surgical treatment and sustained stabilization.

C. Parties' principal contentions, legal arguments, and relief sought

(i) The appellant's main contentions

17. The appellant submits that the contested decision is tainted by factual errors and omissions. The non-renewal decision relies on a performance-based justification that is inconsistent with the official record, as her "Good" ratings in 2023 and 2024 met the standard for contract renewal. In addition, the respondent failed to address essential facts, including the appellant's documented medical condition, the fact that

her team was not fully staffed or adequately qualified, and that experienced team members were replaced by temporary or junior staff without consultation. She further maintains that it was unreasonable to hold her accountable for failing to demonstrate the level of independence and initiative expected of a G20 staff member without due consideration of these factors.

18. The appellant alleges that the respondent committed a series of procedural irregularities by failing to comply with procedures regarding performance management and harassment complaints. She states that, in particular, regular performance feedback was not provided; scheduled meetings were often missed by her line manager; no significant performance concerns were raised during 2023–2024 until the delayed mid-year review, conducted in October 2024, which contained destructive comments; her duties were not clearly defined; adequate training opportunities were not provided; and no Performance Improvement Plan (PIP) was implemented despite a borderline rating. The respondent also failed to properly and expeditiously address the appellant's complaints before taking the contested decision and failed to provide adequate reasons for the non-renewal decision prior to these appeal proceedings.

19. The appellant claims that the non-renewal decision was tainted by an abuse of authority and retaliation. The contested non-renewal decision of 24 March 2025 was adopted only six days after the submission of her harassment complaint against Mr X. The close timing raises concerns of retaliation especially since management likely knew about the complaint regarding Mr X, who was under their management chain.

20. The appellant alleges that the respondent breached its duty of care by failing to address harmful working conditions, including an under-resourced team and unresolved complaints, and by proceeding with the non-renewal of her contract without properly considering her medical condition or the foreseeable impact of that decision on her health. She contends that her documented subsequent health deterioration reflects this failure.

21. The appellant further alleges that the non-renewal decision was also tainted by gender discrimination. She submits that she held a G20 leadership post, a level at which women represented less than 25% of roles within the Agency and that she was the only female leader in her immediate operational context. However, despite the Organization's stated commitment to improving gender representation in leadership, she was removed from her position without adequate justification.

22. The appellant requests that the Tribunal:

- annul the decision of 24 March 2025 not to renew her contract;
- order her reinstatement to her post or to an equivalent post; or alternatively, compensate her for material damages, assessed at €353,000, or invites the Tribunal to order the respondent to produce its own calculations ;
- compensate her for non-material damages, assessed at €50,000;
- compensate her for medical costs, assessed at €60,000;
- reimburse all legal costs incurred in her defence, including costs for document production, communications, and travel;
- order the disclosure of all emails and documents exchanged within her unit that refer to her, including documents recording the responses of her A4

- colleagues to management's inquiry concerning their expectations for the future state of their teams;
- order a fully independent review of the formal and informal complaints.

(ii) The respondent's main contentions

23. The respondent states that as a holder of a fixed-term appointment, the appellant had no entitlement to, vested right, or legitimate expectation of renewal. The decision whether to renew such an appointment falls within the respondent's broad discretion, to be exercised in the interest of the service. The non-renewal decision, as clearly communicated to the appellant, and was based not solely on her individual performance but on a broader assessment of whether her continued employment served the Agency's interests, including its commitment to retaining staff members who perform at a superior level. The respondent submits that the records revealed persistent and well-documented deficiencies in her key leadership competencies, including communication, relationship-building, and team cohesion, which adversely affected both her own effectiveness and the performance of her team.

24. The respondent notes that the non-renewal decision was unrelated to team composition or staffing issues. Upon the appellant's arrival in October 2022, the team consisted of two members, which increased to three by November 2022 and largely remained at that level through 2022–2025. Although recruitment was delayed by security clearance processes, management ensured adequate resourcing through temporary measures such as interns, contractors, and temporary staff. The appellant's leadership and management deficiencies cannot be excused by staff turnover; as a senior manager, she was expected to address such challenges, utilize resources effectively, and maintain a stable team. She was fully informed of, and at times involved in, staffing changes. Notably, some team adjustments were attributable to her own managerial shortcomings.

25. The appellant's allegations of procedural breaches are not supported by the record. Consistent and constructive feedback was provided during one-on-one meetings and was documented in the performance management system. The appellant did not challenge either performance report through the available performance management procedures. No PIP was implemented as the concerns mainly involved soft skills and leadership behaviours rather than measurable performance. The 2024 mid-term review, completed in October, was delayed due to revisions required on the appellant's self-assessment submitted in August. Her duties and objectives were clearly communicated through her job description and the performance management process.

26. The claim of inadequate training is unfounded. She received multiple leadership and professional development opportunities from 2023 to 2024, including the Art of Catalytic Leadership (ACL) Programme, Excel training, and Udemy subscriptions. The only rejected request in 2024 was a Management of Risk course approved in principle but cancelled due to low participation. In 2025, her Udemy request was approved, while the Resource Management Education Programme request was not prioritized because she had previously cancelled the programme in 2024.

27. The appellant's claims regarding her informal complaint based on rumours are inadmissible, as they were not raised during the pre-litigation process and, in any event, are without merit. The informal complaint was submitted only after the non-renewal decision was communicated. There is no evidence of bias, hostility, or unfair treatment by her managers.

28. The appellant's claim that the non-renewal decision was retaliatory is inadmissible, as it was not raised during the pre-litigation process and, in any event, is without merit. The appellant's non-renewal had been under consideration for several months, and she was aware of the impending decision before filing her formal harassment complaint. She has failed to establish that the non-renewal decision was taken in retaliation for that complaint. Moreover, the staff member who was the subject of the complaint was a lower-grade employee in a different Finance team and had no authority or involvement in the decision concerning the renewal of the appellant's contract.

29. The duty of care, gender discrimination, and compensation claims are inadmissible, as they were not raised during the pre-litigation process and, in any event, are devoid of merit. The alleged health issues were neither clearly established nor known at the time the non-renewal decision was made. The respondent was only aware of general references to stress, workload, alleged misconduct, and harassment complaints at that time. The medical evidence cited by the appellant was submitted only later in support of her harassment complaint. The non-renewal decision was lawful, and the appellant suffered no harm.

D. Considerations and conclusions

30. In the present appeal, the appellant challenges the decision of 24 March 2025 on the non-renewal of her definite duration contract, raising numerous different claims, some of which the respondent has objected to on the grounds of inadmissibility. In a spirit of open-mindedness and care and taking into account that the appellant is not assisted by a lawyer, the Tribunal will examine the claims only insofar as they relate to, or have a bearing on, the contested non-renewal decision; to the extent that they do not, they fall outside the scope of the present proceedings.

31. Before considering the merits, it is also convenient to deal with the appellant's request for the disclosure of a vast array of documents and emails exchanged within her unit in which she is mentioned, as well as documents containing the responses of her A4 colleagues to an inquiry. The Tribunal considers that the request, given its excessively broad scope and lack of sufficient specificity, amounts to an impermissible "fishing expedition" (see ILOAT Judgment No. 4247, consideration 3). Accordingly, it will not order the production of documents on the speculative assumption that they may contain evidence capable of advancing the appellant's case (see ILOAT Judgment No. 2510, consideration 7).

32. Article 5.2.3 of the NATO Civilian Personnel Regulations (“CPR”) provides that

Definite duration contracts may be renewed for a period of up to 5 years and subject to the following factors being met: (i) renewal is in the interests of the Organization; (ii) availability of budget post; (iii) performance to the required standard as defined by the Head of NATO body;[...]

33. Article 4.3.1 of Agency Directive 2.1 on Contract Policy provides that:

a) Definite duration contracts, normally of three years' duration, may be offered to all NATO International Civilian staff appointed to the Agency, and may be offered follow-on definite duration contracts

and Article 4.3.4 of this Directive sets out the important considerations for contract renewals as follows:

- Renewal is in the interest of the Agency.
- Staff member's desire to remain with the Agency.
- The financial situation provides sufficient funding for the post held.
- The skills, competencies and behaviours, potential and work experience of the staff, versus the requirements of the Agency's work and/or availability of funding.
- Staff member has served the Agency with performance to the required standard as defined by the Agency,
- Staff member's deployability to operational theatre

34. Article 4.1 of Agency Directive 2.1 on Contract Policy, further states that:

The Agency is committed to [...] b) retaining the best of staff members who perform at a superior level [...]"

35. The Tribunal recalls that Article 5.2.3 of the CPR allows for an option, not an obligation, to renew a contract, and observes that this approach is likewise reflected in Agency Directive 2.1 on Contract Policy. The exercise of this option is subject to conditions that the Administration must check before deciding to renew a contract. One of these is that the renewal is in the Organization's interests. The administration has broad discretion to determine whether it is in the Organization's interests to continue with the working relationship or not, and therefore to renew the contract or not (see AT Judgment in Case No. 2022/1344).

36. This Tribunal has consistently held that a decision in the exercise of discretion is subject to only limited review by a tribunal. A tribunal would interfere with a non-extension of contract decision only if it was taken 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 an abuse of authority. Tribunals have also consistently held that they will not substitute their own view for the Organizations' assessments in such cases (see Appeals Board Decision No. 885, and AT Judgments in Case No. 2019/1278 and Case No. 2024/1398).

37. In the present case, the Tribunal notes that the legal basis for the contract non-renewal is not limited to individual performance, but mainly concerns whether the

continuation of employment serves the interests of the Agency. Despite the appellant's claim of inadequate statement of reasons, the case file shows that the contested decision itself states: "*The decision for the non-renewal of your contract is based on the interests of the organization,*" and that further detailed justifications were provided to the appellant during the pre-litigation proceedings. Indeed, the response to the appellant's administrative review request, citing Agency Directive 2.1 on Contract Policy, set out the reasons for the non-renewal decision as follows:

While your overall performance has shown commitment and effort, the expectations for staff at the G20/A4 level include a high degree of independence, initiative, and the ability to carry out responsibilities with minimal supervision. Throughout the contract period, your management has noted that you require more ongoing guidance and support than is expected at this senior level. [...] continued engagement in this capacity would not align with the organization's operational needs and long-term goals.[...] your profile does not sufficiently align with the evolving requirements and strategic direction of the Agency. This is in no way a reflection on your commitment or the contributions [...] Rather, it is based on an objective review of organizational needs for this post.[...] this decision was in line with the interests of the Organization which is committed to "retaining the very best staff members who perform at a superior level" in particular in those senior positions [...]

and in his response to the appellant's complaint, the General Manager further confirmed that the contested decision was in line with the Organization's interests for the following reasons:

The requirements for an A4/G20 Senior Leadership role include independence, initiative and ability to carry out responsibilities with minimal supervision, while managing the staff of your team and liaising between various high-level stakeholders. Shortcomings in these areas were highlighted to you in both 2023 and 2024 Performance Management cycles. While your overall performance was rated as "Good", there were clear requirements for improvements in the spheres of communication, collaboration, team management and technical understanding of the subject matter expertise of this post. [...] the decision was made not to renew your contract in the interests of the organization. Your continued engagement in this capacity would not align with the organization's operational needs and long-term goals. The decision was based [...] the interest and needs of the Agency for this specific Senior Leadership role.

It results from the foregoing that the appellant was put in a position to understand clearly the reasoning and to determine whether the contested decision was justified or tainted by an error. The appellant's argument regarding the obligation to state reasons for the contested decision must, therefore, be dismissed.

38. The Tribunal finds that the observations set out in the pre-litigation documents, the non-renewal proposal, and the performance evaluations do not call into question the appellant's acknowledged commitment and efforts. However, they consistently identified concerns relating primarily to her leadership competencies and soft skills. Given the senior nature of the appellant's position, which entailed responsibility for substantial operational resources and the coordination of key financial control activities, and having regard to the Agency's stated objective under Agency Directive 2.1 on Contract Policy of "*retaining the very best staff members who perform at a superior level*", the contested decision, being based on cogent grounds, constituted a

legitimate and reasonable exercise of the respondent's discretion. It is neither vitiated by any error of fact nor indicative of an abuse of power.

39. As regards the alleged procedural irregularities, the Tribunal observes that the documentary record indicates that the appellant's duties were clearly defined in her job description and performance reports, and that performance evaluations took place regularly through the performance management system. With regard to the timing of the mid-year review, the Tribunal accepts that the mid-year review, conducted in October 2024, was completed later than the period originally envisaged (June–August under Agency Directive AD02.09 on Staff Performance Management). However, Article 6.1 of this Directive provides that, *“within each phase, the manager(s) and the staff member will be responsible to ensure that each step in the process is followed as per set timelines”*. In light of the allegations raised in the proceedings that contributed to the delay, the Tribunal observes that the delay had no effect on the non-renewal decision, as concerns regarding the appellant's suitability for the position had already been raised during the preceding performance cycle of 2023.

40. The Tribunal is not convinced that the absence of a PIP constituted a procedural defect in the appellant's case. Agency Directive AD 02.09 on Staff Performance Management requires a PIP only for staff members rated “fair” or “unsatisfactory,” not for those rated “good”. The respondent has provided a reasonable explanation, stating that the identified concerns primarily related to behavioural and leadership competencies rather than objectively measurable performance deficiencies, and nothing in the applicable framework required the automatic implementation of a PIP in such circumstances.

41. As regards the appellant's claim of inadequate training, the evidence demonstrates that she was afforded several professional development opportunities during 2023–2024, namely the ACL Programme and Excel training, and that her Udemy subscription was approved in 2025. The rejection of the individual training requests – namely the Risk Management Course, and the Resource Management Education Programme – on the grounds of operational requirements in the former case, and the appellant's prior withdrawal from the same programme in the latter, does not establish that the respondent failed to provide adequate training.

42. As regards the appellant's claims concerning the formal and informal complaints, the Tribunal considers that the appellant has failed to put forward any compelling grounds that would have required the respondent to await the outcome of those complaints before deciding on the contract renewal. There is likewise no evidence before the Tribunal to support the appellant's contention that the respondent acted in a biased, hostile, or unfair manner in this regard. The case file shows that the appellant's informal complaint was submitted only after the non-renewal decision had been taken, and that the appellant has failed to establish any causal link between her formal harassment complaint and the contested decision. The Tribunal considers that the appellant's allegations of retaliation and gender discrimination are not supported by any facts and are not substantiated by sufficient evidence. The appellant's remaining claims and requests relating to the handling of the complaints fall outside the scope of the present proceedings.

43. With respect to the alleged procedural irregularities referred to above, the Tribunal finds that no procedural violation has been established.

44. As regards her allegations of breach of the duty of care, the appellant is, in substance, contending that the respondent, despite knowing or having reason to know of her medical condition, failed to take adequate steps to address her adverse working conditions and proceeded with the contested non-renewal decision without considering her neurological vulnerability and documented health issues. She further submits that this course of action caused her stress, which contributed to a deterioration in her health and related harm.

45. The Tribunal recalls that the Organization's services are bound by the duty of care and the principle of good administration; these imply in particular that when taking a decision on a staff member's situation, the Organization must take into consideration all the elements in weighing its decision, and thus take account of not only the interests of the service but also of the staff member concerned.

46. The Tribunal considers that the respondent's duty of care obliged it to take the appellant's state of health into account. However, the records in the case file and the parties' statements at the oral hearing revealed that the health issues relied upon by the appellant had not been formally brought to the respondent's attention before the contested decision.

47. The appellant's argument, moreover, is not supported by any evidence establishing a link between her health condition and the contested decision. The non-renewal decision may have caused additional stress, but that in itself does not render the contested decision illegal or entail an entitlement to financial compensation since contract renewal is not automatic (see AT Judgment in Case No. 2019/1278).

48. It follows that the contested decision was not adopted in breach of the duty of care; consequently, the appellant's claim in this regard must be rejected, as must the submissions for annulment in their entirety.

49. As to the appellant's remaining submissions, in particular those for compensation related to damages she allegedly suffered, the Tribunal recalls that when a claim for damage originates in the adoption of a decision which is sought to be annulled, the rejection of these submissions entails, as a matter of principle, the rejection of the related claim for compensation. Since all claims for annulment have been rejected in the present appeal, the claims for compensation must also be dismissed, without it being necessary to rule on the respondent's claim of inadmissibility or on the appellant's other submissions seeking damages (see AT Judgment in Case No. 2020/1297)

50. In these circumstances, the appellant's submissions for annulment and all the related submissions should be dismissed as unfounded in their entirety.

E. Costs

56. Article 6.8.2 of Annex IX to the CPR provides as follows:

In cases where it is admitted that there were good grounds for the appeal, the Tribunal shall order the NATO body to reimburse, within reasonable limits, justified expenses incurred by the appellant [...].

57. The appeal being dismissed, no reimbursement of costs is due.

F. Decision

FOR THESE REASONS,

The Tribunal decides that:

- The appeal is dismissed.

Done in Brussels, on 20 July 2026.

(signed) Louise Otis, President
(signed) Seran Karatarı Köstü, Judge
(signed) Thomas Laker, Judge

(signed) Laura Maglia, Registrar

Certified by
the Registrar
(signed) Laura Maglia