JUDGMENTS and ORDERS

OF THE NATO ADMINISTRATIVE TRIBUNAL

2026 (First Quarter)

North Atlantic Treaty Organization
B-1110 Brussels - Belgium

Judgments of the NATO Administrative Tribunal

2026

48th session (20-21 April 2026)

AT-J(2026)0010	Case No. 2025/1428	Appellant	*v.*	JFC Naples
AT-J(2026)0011	Cases Nos. 2025/1421-1422-1423-1426-1430	Appellants	*v.*	NATO IS
AT-J(2026)0012	Case No. 2026/1435	Appellant	*v.*	NATO IS
AT-J(2026)0013	Case No. 2026/1436	Appellant	*v.*	NATO IS
AT-J(2026)0014	Case No. 2026/1437	Appellant	*v.*	NATO IS
AT-J(2026)0015	Case No. 2026/1412	Appellant	*v.*	SHAPE

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.

(This page is left blank intentionally)

This judgment is rendered by a Panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatarı 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 recission 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 recission 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.

(This page is left blank intentionally)

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 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 by 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 RMCF 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 <u>and retirees</u> 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. <u>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</u> 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.

(This page is left blank intentionally)

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 yetfiled 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.

(This page is left blank intentionally)

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 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.

North Atlantic Treaty Organization - Organisation du Traité de l'Atlantique Nord
B-1110 Brussels - Belgium
- www.nato.int/adm-trib/

(This page is left blank intentionally)

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 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.

(This page is left blank intentionally)

This judgment is rendered by a Panel of the North Atlantic Treaty Organization (NATO) Administrative Tribunal, composed of Ms Louise Otis, President, Ms Seran Karatarı 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 <u>deliberate and unsolicited physical contact or unnecessarily close physical proximity,</u> 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