Organisation internationale du Travail
Tribunal administratif

International Labour Organization
Administrative Tribunal

*Registry's translation,
the French text alone
being authoritative.*

C. (No. 4)

v.

Eurocontrol

136th Session **Judgment No. 4699**

THE ADMINISTRATIVE TRIBUNAL,

Considering the fourth complaint filed by Mr M. C. against the European Organisation for the Safety of Air Navigation (Eurocontrol) on 23 October 2019, Eurocontrol's reply of 5 February 2020, the complainant's rejoinder of 11 March 2020 and Eurocontrol's surrejoinder of 17 June 2020;

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

Having examined the written submissions and decided not to hold oral proceedings, for which neither party has applied;

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

The complainant contests the decisions that found that his injuries had consolidated without permanent invalidity.

The complainant has been a Eurocontrol official since 1996 at the Brétigny-sur-Orge (France) site and, at the material time, held the post of computer scientist. On 12 April 2012, 17 September 2012, 21 February 2015, 7 July 2015 and 12 May 2017, he suffered various accidents at home, at work and while travelling between the two, which left him temporarily unable to work and in respect of which he submitted the requisite accident declaration forms to the Administration. The medical costs arising from these accidents were covered by Eurocontrol's Sickness Fund pursuant to Rule of Application No. 10a of the Staff

Regulations relating to insurance against the risk of accident and occupational disease.

On 26 March 2018, the complainant was asked to attend an expert medical consultation with Dr C., a doctor appointed by insurance company A., with which Eurocontrol had taken out a contract to provide cover for its staff against accident and occupational disease. The consultation was scheduled for 4 May 2018 – and did indeed take place on that date – and, as was confirmed by the Sickness Fund Supervisor, was supposed to deal with all five accidents suffered by the complainant.

In his expert medical reports of 4 May 2018, drawn up on the same day of the consultation he had carried out, but dealing with the complainant's first three accidents only, Dr C. concluded that the injuries resulting from those three accidents had consolidated since 12 October 2012, 17 March 2013 and 21 May 2015 respectively, and that the complainant was not suffering any consequential partial permanent invalidity. The concept of consolidation of injuries is defined in Article 19(3) of Rule of Application No. 10a, which reads as follows: "[t]he consequences of the accident or occupational disease shall be considered consolidated where they have stabilised or will diminish only very slowly and in a very limited way".

On 17 May 2018, insurance company C., agent of company A., informed Eurocontrol that the complainant's injuries from the accidents of 12 April and 17 September 2012 had consolidated and that he did not suffer any permanent invalidity as a result of those two accidents. On 15 June 2018, company A. repeated this in relation to the accident of 21 February 2015.

By two letters of 23 May 2018, the Sickness Fund Supervisor informed the complainant that the Director General "ha[d] accepted the opinion" delivered by insurance company C. on 17 May. She also informed him that he was entitled to contest the liability release form under the relevant provisions of Rule of Application No. 10a, in particular Articles 18 and 20 thereof. An almost identical letter was sent to the complainant on 28 June 2018 in relation to his accident of

21 February 2015, in respect of which the Director General "ha[d] accepted the opinion" issued by insurance company A. on 15 June 2018.

On 2 August 2018, the complainant lodged an internal complaint pursuant to Article 92(2) of the Staff Regulations. He sought the revocation of the decisions contained in those three letters, continued cover of his medical costs associated with the aforementioned three accidents, compensation of at least 20,000 euros for the moral injury he considered he had suffered and an award of 2,500 euros in costs. On 7 August, the Head of the Human Resources and Services Unit acknowledged receipt of the internal complaint and informed the complainant that it would be examined by the relevant service and referred to the Joint Committee for Disputes. It was sent to the Committee that same day.

On 6 September 2018, the relevant department of the Sickness Fund informed the complainant that, as they had not received any file updates from him about the three accidents that occurred between 2012 and 2015, "final closure decisions" were to be prepared. Surprised by this , on 24 September 2018, the complainant enquired about the status of his internal complaint. On 14 November 2018, the Head of the Human Resources and Services Unit replied to him that the examination of his complaint had shown that he had failed to exhaust the internal remedies provided for in aforementioned Rule of Application No. 10a – under which the matter could be referred to a Medical Committee for its opinion on the "draft" decisions of 23 May and 28 June 2018 – but that he had been granted a further 30 days to make such a referral, following which a final decision would be taken by the Director General. That decision could then, if appropriate, be challenged by means of an internal complaint pursuant to Article 92(2) of the Staff Regulations. On 12 December 2018, the complainant stated that he did not wish to refer the matter to the Medical Committee, and requested that his internal complaint of 2 August be regarded as valid and that a decision be taken on it.

On 13 December 2018, the complainant was informed that decisions had been taken on the same day by delegation of power from the Director General which held that his injuries had consolidated, with

no permanent invalidity, on 4 May 2018 in respect of the accidents of 12 April and 17 September 2012, and on 21 May 2018 in respect of the accident of 21 February 2015.

The Joint Committee for Disputes delivered its opinion on 5 July 2019. The four committee members unanimously found that the internal complaint was receivable. On the merits, two members concluded that the complaint was well founded since Rule of Application No. 10a did not provide for private insurance companies to become involved or to appoint the doctors competent to carry out medical examinations in connection with accidents. The other two members, who considered, on the contrary, that the Organisation had correctly followed the procedure laid down and had provided support to the complainant throughout the procedure, consistent with its duty of care, concluded that the internal complaint was unfounded.

By a letter of 1 August 2019, the complainant was informed that the Head of the Human Resources and Services Unit, acting by delegation of power from the Director General, had endorsed the findings of the latter two members and that his internal complaint was therefore dismissed. That is the impugned decision.

The complainant asks the Tribunal to set aside the impugned decision, together with the earlier "final" decisions of 23 May and 28 June 2018, and to order Eurocontrol to continue to cover his medical costs arising from the disputed accidents and to have a new expert medical consultation carried out by a doctor independent of any insurance company. He also seeks compensation for the moral injury he alleges he has suffered, which he assesses at 50,000 euros, together with the sum of 10,000 euros for the excessively long time taken to deal with his internal complaint, and the award of a global sum of 9,500 euros in costs for the internal appeal proceedings and the proceedings before the Tribunal.

Eurocontrol asserts that the internal complaint of 2 August 2018 and, consequently, the present complaint are irreceivable, as the complainant has failed to follow the contestation procedure laid down by Rule of Application No. 10a. It asks the Tribunal to dismiss the complaint as irreceivable and, subsidiarily, as unfounded.

CONSIDERATIONS

1. The complainant essentially seeks the setting aside of what he regards as the three "final" decisions taken by the Sickness Fund Supervisor on 23 May and 28 June 2018, by which he was informed that the injuries resulting from the accidents he had suffered on 12 April 2012, 17 September 2012 and 21 February 2015 had consolidated and had not caused permanent invalidity, together with the decision of the Head of the Human Resources and Services Unit of 1 August 2019, which dismissed as unfounded the internal complaint he had lodged against those three decisions, after the Joint Committee for Disputes had given an advisory opinion on 5 July 2019.

2. The dispute hinges, firstly, on whether the procedure followed, leading to the conclusion that the complainant's injuries had consolidated and that he had no permanent invalidity as a result of the three aforementioned accidents, complied with the provisions of Rule of Application No. 10a of the Staff Regulations relating to insurance against the risk of accident and occupational disease and, secondly, on whether the decisions of 23 May and 28 June 2018, regarded by the complainant as "final", and also the impugned decision of 1 August 2019 were taken by authorities competent to do so.

3. The relevant provisions of Rule of Application No. 10a read as follows:

> "CHAPTER III
>
> PROCEDURE
>
> [...]
>
> Article 17
>
> Expert medical opinion
>
> The Administration may obtain any expert medical opinion necessary for the implementation of these rules.
>
> Failure by the insured party to attend a consultation called by the doctor appointed by the Director General shall lead to the termination of the case, except in case of *force majeure* or for any other lawful reason and subject to the application of Article 21.

Article 18

Decisions

Decisions recognising the accidental cause of an occurrence, be it an occurrence attributed to occupational or non-occupational risks, and decisions linked thereto, recognising the occupational nature of a disease or assessing the degree of permanent invalidity shall be taken by the Director General in accordance with the procedure laid down in Article 20:

- on the basis of the findings of the doctor(s) appointed by the Director General;

and

- where the insured party so requests, after consulting the Medical Committee referred to in Article 22.

[...]

Article 20

Draft decision and request for consultation of the Medical Committee

1. Before taking a decision pursuant to Article 18, the Director General shall notify the insured party or those entitled under him/her of the draft decision and of the findings of the doctor(s) appointed by the Agency. The insured party or those entitled under him/her may request that the full medical report be communicated to them or to a doctor chosen by them.
2. Within a period of 60 days the insured party or those entitled under him/her may request that the Medical Committee provided for in Article 22 deliver its opinion. The request for the matter to be referred to the Medical Committee shall contain the name of the doctor representing the insured party or those entitled under him/her together with a report from that doctor setting out the medical issues disputed in relation to the doctor(s) appointed by the Director General for the purposes of applying these rules.
3. Where, on expiry of this period, no request has been made for consultation of the Medical Committee, the Director General shall take a decision in accordance with the draft previously supplied.

[...]

Article 22

Medical Committee

1. The Medical Committee shall consist of three doctors:
   - one appointed by the Director General;
   - one appointed by the insured party or those entitled under him/her;
   - one appointed by agreement between the first two doctors.

[...]

2. The Director General shall define the terms of reference provided to the Medical Committee. These shall cover medical matters raised by the report from the doctor representing the insured party or those entitled under him/her and other relevant medical reports transmitted under Article 20(2).

   The fees and expenses of the doctors making up the Medical Committee shall be set with reference to a scale laid down by the Community institutions' Heads of Administration, depending on the complexity of the case assigned to the Medical Committee.

   Before confirming the terms of reference given to the Medical Committee, the Director General shall inform the insured party or those entitled under him/her of the fees and expenses which are liable to be borne by them in accordance with paragraph 4. The insured party or those entitled under him/her may not under any circumstances object to the third doctor on account of the amount of the fees and expenses requested by him/her. However, the insured party or those entitled under him/her shall be free at all times to discontinue the procedure for referral to the Medical Committee. In that case, the fees and expenses of the doctor chosen by the insured party or those entitled under him/her and half of the fee and expenses of the third doctor, shall be borne by the insured party or those entitled under him/her in respect of the part of the work that has been completed.

   The insured party or those entitled under him/her shall remain liable to his/her doctor for sums agreed with him/her, irrespective of what the Agency agrees to pay.

3. The Medical Committee shall examine collectively all the available documents liable to be of use to it in its assessment and all decisions shall be taken by majority vote. [...]

   The Medical Committee may deliver medical opinions only on the facts submitted to it for examination or which are brought to its attention.

[...]

4. Expenses incurred in connection with the proceedings of the Medical Committee shall be borne by the Agency.

   However, where the opinion of the Medical Committee is in accordance with the draft decision of the Director General notified to the insured parties or to those entitled under ~~him~~ them, the latter shall pay the fee and incidental expenses of the doctor chosen by them and half of the fee and incidental expenses of the third doctor, whilst the remainder shall be paid by the Agency, unless the accident in question

> occurred in the course of or in connection with the performance by the insured party of his duties or on his way to or from work or in the case of an occupational disease.
>
> Where the doctor appointed by the insured party is resident elsewhere than at the place where the insured party is employed, the insured party shall bear the cost of the additional fees entailed, with the exception of first-class rail fares or economy-class air fares, which shall be refunded by the Agency. This provision shall not apply in the case of an accident which occurred in the course of or in connection with the performance by the insured party of his duties or in the case of an occupational disease.
>
> 5. In exceptional cases and by a decision taken by the Director General after consulting the doctor appointed by him, all the expenditure referred to in paragraphs 1 to 4 may be borne by the Agency.
>
> [...]"

4. In support of his complaint, the complainant relies on several grounds of illegality concerning not only the impugned decision but also the decisions which were the subject of his internal complaint and which he regards as "final". The Tribunal will examine these various grounds in the logical order of the procedure followed.

5. In the first place, the complainant notes, as did two members of the Joint Committee for Disputes, that the doctor who carried out the expert medical consultation on 4 May 2018, Dr C., had not been appointed by the Director General, as provided for in Articles 17, 18 and 20 of Rule of Application No. 10a, but by the two insurance companies responsible for covering the medical costs relating to the three accidents suffered by the complainant on 12 April 2012, 17 September 2012 and 21 February 2015. According to him, there was therefore both a breach of the relevant applicable provisions and a conflict of interest since the doctor in question was connected with the insurance companies whose financial interests were at stake.

The Tribunal notes that Dr C. was appointed by insurance company A. and the Organisation asserts in this regard that it had taken out a contract with that company, under which the company was to provide cover for Eurocontrol staff against accident and occupational disease, which involved, inter alia, the monitoring of all relevant

medical aspects, including the carrying out of expert medical consultations by doctors appointed by the company. It follows that, for the purposes of implementing that contract, the Director General can be considered to have accepted that the doctors appointed by insurance company A. should be regarded as doctors that he himself had appointed under the provisions of Rule of Application No. 10a quoted above.

Furthermore, the Tribunal fails to see how the fact that the doctor was appointed by the insurance company on the basis of a list previously approved by Eurocontrol should create a conflict of interest, since, if the Organisation were to appoint the doctor itself, the same issue would still arise given that it would then be its own financial interests that would be directly at stake.

The first ground of illegality relied on by the complainant is, therefore, unfounded.

6. In the second place, the complainant maintains that Dr C. failed in his duties since he took account of only one accident, namely the one which occurred on 21 February 2015, whereas he had been instructed to carry out a consultation in respect of several accidents. He claims that the doctor also failed in his duty to carry out a "thorough and meaningful examination" since, in drawing up his report, he did not take account of the various arguments and medical evidence supplied by the complainant during the consultation. Lastly, he finds that the medical report drawn up by this doctor is inconsistent since it mentions the injuries caused by the accident of 21 February 2015 having consolidated on 21 May 2015, in other words, only three months later.

It is, however, apparent from the file that Dr C. carried out an expert medical consultation on 4 May 2018 which gave rise to three reports of the same day in relation to the accidents that occurred on 12 April 2012, 17 September 2012 and 21 February 2015. In each of those reports, Dr C. found that the injuries had consolidated on 12 October 2012 with respect to the first accident, on 17 March 2013 with respect to the second and on 21 May 2015 with respect to the third, and that there was no partial permanent invalidity. In any event, the

Tribunal notes that the final consolidation dates used by the Sickness Fund Supervisor were 4 May 2018 for the first two accidents and 21 May 2018 for the third, which are more favourable to the complainant than the dates used by Dr C. In addition, contrary to what the complainant asserts, each of the reports refers to X-rays and to a scan. In addition, it is not for the Tribunal, in medical matters, to replace the findings of medical experts with its own assessment (see, in particular, Judgments 4473, consideration 13, 4464, consideration 7, and 3361, consideration 8).

The various grounds of illegality relied on against the expert medical consultation carried out by Dr C. must therefore be rejected.

7. In the third place, the complainant relies on various grounds of illegality against the three decisions, which he regards as "final", taken on 23 May and 28 June 2018 by the Sickness Fund Supervisor, who stated that she was acting for the Director General and by delegation of power from him: (1) there was no valid delegation of power enabling the Sickness Fund Supervisor to take such decisions, the effect of which was to close the accident files; (2) there was a conflict of interest since, as manager of the Sickness Fund, her approach was primarily financially driven, without regard for the health issues of the officials concerned; (3) there were no reasons given for the decisions in question, which merely referred to expert medical reports which were not written by a doctor duly appointed by the Director General; and (4) those expert medical reports were not sent to the complainant, who was not given the opportunity to be heard before a decision was made that adversely affected him.

8. The Tribunal must point out first of all that, as asserted by the Organisation, the three decisions taken by the Sickness Fund Supervisor on 23 May and 28 June 2018 are indeed "draft" decisions within the meaning of Article 20 of Rule of Application No. 10a, paragraph 3 of which expressly states that the Director General shall take "a decision in accordance with the draft previously supplied" where, on expiry of the period of 60 days from notification of the "draft" decision and the findings of the doctor(s) appointed by the Agency, the insured party has

not made a request for consultation of the Medical Committee in accordance with Article 22 of that rule. It is also evident that, in those same letters, the complainant was expressly invited to let the Sickness Fund Supervisor know within that 60-day period what he had decided to do. This is also apparent from the internal memorandum sent to the complainant by the Head of the Human Resources and Services Unit on 14 November 2018, which reiterated that the aforementioned letters of 23 May and 28 June 2018 were only "draft" decisions and that he would be allowed a further 30 days to refer the matter to the Medical Committee. The complainant subsequently confirmed in an email of 12 December 2018 that he did not wish to refer the matter to the Committee. This is the context within which, on 13 December 2018, the Sickness Fund Supervisor took the three decisions which, this time, were indeed "final" decisions about the dates on which the injuries from the three accidents in question had consolidated, with no partial permanent invalidity being recognised, and those decisions were then submitted to the Joint Committee for Disputes for its opinion. In the circumstances, the Tribunal finds that the grounds of illegality referred to above should be considered to relate to the three aforementioned decisions taken on 13 December 2018 by the Sickness Fund Supervisor, which, during the internal appeals procedure, superseded the "draft" decisions initially challenged.

In that regard, the Tribunal notes that, through the cumulative effect of the Director General's Decision No. XI/14 (2016) of 1 December 2016 concerning delegation of authority to sign certain documents provided for, inter alia, in the Staff Regulations and delegation of powers to take certain administrative decisions, and the Principal Director of Resources' Decision No. DR/II/01 (2017) of 1 September 2017 concerning sub-delegation by that director of authority to sign documents provided for, inter alia, in the Staff Regulations, the Sickness Fund Supervisor did receive sub-delegation, under both the sixth point of Article 1 of the aforementioned Decision No. XI/14 (2016) and the sixth indent of Article 1 of the aforementioned Decision No. DR/II/01 (2017), to sign "documents which fall under the Sickness Insurance Service and for which the [Principal] Director of Resources has received delegation of authority to sign according to the [Director

General's] Decision No. XI/14 (2016) of 01.12.2016". Both the "draft" decisions of 23 May and 28 June 2018 and the decisions of 13 December 2018 constitute documents which fall under Eurocontrol's sickness insurance scheme.

The assertion that the Sickness Fund Supervisor was subject to a conflict of interests simply through being the "manager" of the fund is based on a mere premise, devoid of any *prima facie* evidence, and there is nothing in the documents submitted by the parties to suggest that such was the case here. Furthermore, if such an assertion were to be followed, it would lead to the conclusion that it was not permissible for any international organisation to create a sickness and invalidity insurance fund for the benefit of its officials, or, at the very least, that an organisation had to appoint a third party body to manage any fund it created, which is untenable. The Tribunal also notes that, in the present case, as has already been pointed out, the decisions taken by the Sickness Fund Supervisor on 13 December 2018 were more favourable to the complainant than the findings of Dr C. in terms of the dates on which the injuries in question had consolidated.

Also contrary to what the complainant maintains, sufficient reasons were provided in both the "draft" decisions of 23 May and 28 June 2018 and the decisions taken by the Sickness Fund Supervisor on 13 December 2018 in that they referred to the opinions received from the insurance companies and to the findings of Dr C., stated the date of consolidation of the injuries for each of the accidents concerned and confirmed that none of the three accidents could be considered to have caused partial permanent invalidity.

The assertion that the complainant did not receive the expert medical reports of Dr C., or at least not all of them, with the "draft" decisions and the decisions of the Sickness Fund Supervisor is, in the Tribunal's view, contradicted by the statement in those documents, in particular in the decisions of 13 December 2018, that the "medical findings of the doctor(s) appointed by the Agency [have been] sent to [the complainant]". The Organisation adds that annexed to each of the letters of 23 May and 28 June 2018 was a letter explaining the date used for the consolidation of the injuries and, "in a sealed envelope marked

for the private and confidential attention" of the complainant, the relevant expert medical report. If that was not actually the case due to some material error on the part of the Organisation, it was, in the circumstances, the complainant's responsibility to ask for the report to be sent to him. Not only did he fail to make such a request but, on the contrary, by an email of 16 July 2018, he declared that he disagreed entirely with Dr C.'s findings, which clearly shows that he knew what they were.

Lastly, contrary to what he maintains, the complainant did have the opportunity to be heard, under the relevant provisions of Rule of Application No. 10a. He had the opportunity to put forward his arguments in relation to medical matters during the expert consultation carried out by Dr C. on 4 May 2018 and was given the opportunity to challenge Dr C.'s findings, in particular by asking for the matter to be referred to the Medical Committee, which he chose not to do. It is also apparent from various letters sent by the complainant to the Organisation, even before the decisions of 13 December 2018 were taken, in particular from his internal complaint of 2 August 2018 and his email of 12 December 2018, that he had the opportunity to put his arguments to Eurocontrol in due course.

It follows from the foregoing that the various grounds of illegality relied on by the complainant against the decisions taken by the Sickness Fund Supervisor are without merit.

9. In the fourth place, the complainant challenges various aspects of the manner in which his internal complaint was dealt with, as follows: (1) the way in which the Administration acknowledged receipt of his internal complaint, first accepting it but then declaring it irreceivable, amounted to an "unfair but not isolated" move designed to deprive him of his right of appeal; (2) the time taken to deal with his complaint, namely a year, was excessively long; and (3) the influence exerted by the Head of the Human Resources and Services Unit on the Joint Committee for Disputes through the intermediary of her "direct subordinate", who acted as Secretary of the Committee, was incompatible with the necessary independence required of that body.

With regard to the first plea, the Tribunal notes that there was indeed inconsistence in the way the Administration acknowledged receipt of the internal complaint lodged by the complainant on 2 August 2018. However, the complainant was partly responsible for that error by lodging his internal complaint prematurely and challenging what were only "draft" decisions. In addition, it did not affect the complainant's right of appeal since he was given a further 30-day period in which to refer the matter to the Medical Committee if he so chose. It was only after that period had expired, and after the complainant had expressly confirmed that he did not wish to refer the matter to the Medical Committee, that the three decisions of 13 December 2018 were taken and referred to the Joint Committee for Disputes in the context of the internal complaint lodged by the complainant on 2 August 2018. The first plea cannot, therefore, be accepted.

The Tribunal also finds that the total time taken by the Organisation to take the final decision of 1 August 2019, namely one year from the date when the complainant lodged his internal complaint, does not seem unreasonable in the circumstances of the case, even though it is certainly regrettable that the initial stages of the procedure were subject to some confusion, attributable both to the Organisation and to the complainant himself, which caused the delay. This second plea is therefore also unfounded.

Lastly, the fact that the Secretary of the Joint Committee for Disputes was a "direct subordinate" of the Head of the Human Resources and Services Unit does not in itself compromise the independence and impartiality of that body (see, in this connection, Judgment 4594, consideration 5). The third plea is also unfounded.

10. In the fifth and last place, the complainant enters pleas against the final decision taken on 1 August 2019 by the Head of the Human Resources and Services Unit on the basis of various "serious irregularities". Some of these must be dismissed as a consequence of what has been stated above or because they are clearly irrelevant.

11. Turning to the various pleas which remain to be examined by the Tribunal, the complainant claims, firstly, that the author of that decision lacked the necessary authority to take it.

The Tribunal notes that, under the combined effect of Article 1 of the Director General's Decision No. I/25 (2018) of 20 April 2018 concerning the Agency organisation, the Director General's aforementioned Decision No. XI/14 (2016) of 1 December 2016 and Article 1 of the Principal Director of Resources' aforementioned Decision No. DR/II/01 (2017) of 1 September 2017, Ms D., in her capacity as Head of the Human Resources and Services Unit, formerly the Human Resources and Staff Administration Service of the Directorate Resources, had indeed been sub-delegated to sign documents falling under her responsibilities, which included "decisions and documents relating to the complaint process". This plea must, therefore, fail.

Secondly, the complainant maintains that the contention in the impugned decision that his internal appeal was partly irreceivable because he had failed to challenge the medical aspects of the "draft" decision before the Medical Committee breached his right of appeal. However, the Tribunal notes that, in holding that he could only challenge those aspects of the decision before the Joint Committee for Disputes once he had referred the matter to the Medical Committee, the Organisation was simply applying the provisions, cited above, of Article 22 of Rule of Application No. 10a. The Tribunal, which notes that the complainant does not, in any event, object to those provisions on grounds of illegality, will therefore dismiss this plea.

In the third place, the complainant maintains that insufficient reasons were given for the impugned decision. However, the Tribunal considers that the reasoning on which the decision of 1 August 2019 was based constitutes a sufficient response to the various arguments raised by the complainant in his internal complaint of 2 August 2018, as supplemented by his email of 12 December 2018. In her decision, the Head of the Human Resources and Services Unit referred to the opinion of the Joint Committee for Disputes, explaining that she endorsed the view of the two committee members who considered the internal complaint to be unfounded, and this in itself met the

requirements of the case law (see Judgments 4473, considerations 4 and 5, and 4281, consideration 11). In addition, she set out the reasons why she considered that due process had been followed and why any challenge to the medical aspects of matter was now time-barred. This reasoning was sufficient and adequate in view of the complainant's arguments. This last plea must, therefore, also be dismissed.

12. It follows from the foregoing that the complaint must be dismissed in its entirety, without there being any need to rule on the objection to receivability raised by the Organisation.

DECISION

For the above reasons,

The complaint is dismissed.

In witness of this judgment, adopted on 2 May 2023, Mr Patrick Frydman, Vice-President of the Tribunal, Mr Jacques Jaumotte, Judge, and Mr Clément Gascon, Judge, sign below, as do I, Dražen Petrović, Registrar.

Delivered on 7 July 2023 by video recording posted on the Tribunal's Internet page.

(Signed)

PATRICK FRYDMAN JACQUES JAUMOTTE CLÉMENT GASCON

DRAŽEN PETROVIĆ