

JUDGMENT OF THE COURT OF FIRST INSTANCE (Fourth Chamber)
17 April 2002

Case T-325/00

Elke Sada
v
Commission of the European Communities

(Officials – Member of the temporary staff – Unemployment allowance –
Refused)

Full text in German II - 209

Application for: annulment of the Commission's decision of 20 December 1999 refusing to grant the applicant an unemployment allowance under Article 28a of the Conditions of Employment of Other Servants of the European Communities.

Held: The application is dismissed. The parties are ordered to bear their own costs.

Summary

*Officials – Temporary staff – Unemployment allowance – Conditions for granting
– Termination of service attributable to the intention of the member of staff –
Exclusion
(Conditions of Employment of Other Servants, Art. 28a)*

The principal objective of the unemployment allowance scheme provided for in Article 28a of the Conditions of Employment of Other Servants is to provide financial assistance for a member of the temporary staff who is obliged to terminate his service with the European Communities and who is subsequently unemployed. The second indent of Article 28a(1) excludes the possibility of unemployment allowance being granted to former members of the temporary staff who are unemployed after their contract with the European Communities has been terminated as a consequence of their own initiative (resignation) or of cancellation caused by their conduct (cancellation of the contract for disciplinary reasons). It is therefore clear that the purpose of Article 28a(1) is to guarantee financial assistance for a member of the temporary staff who is unemployed after a termination of service which is not attributable to any intention or wrongful conduct on his part. Consequently, where a claimant has refused an offer of extension of his contract in respect of the same post as that which he held as a member of the temporary staff and with identical working conditions, it must be held that, if termination of service took effect on the actual date of expiry of the contract of engagement, that is attributable solely to the intention of the person concerned. The defendant institution was therefore fully entitled not to grant the person concerned the unemployment allowance.

(see paras 32-36)