

### Pleas in law and main arguments

The applicant, an official in step 3 of Grade A5, by e-mail of 1 August 2003, three months before the end of his leave on personal grounds ('CCP'), taken from 1 October 2002 until 31 October 2003, stated his wish not to apply for an extension to his CCP. On 24 November 2006, he requested the AIPN, first, to reinstate him in the first vacant post corresponding to his grade and, second, compensation for the loss which he was suffering because of his non-reinstatement as a result of the Commission's wrongful acts or omissions, such reinstatement in the function group of administrator being possible only from 16 September 2007.

In support of his action, the applicant pleads, among other things, breach of Article 40 of the Staff Regulations, of Article 4 *et seq.* of the Commission's decision of 5 September 1988, which applied to the end of his CCP, and of Article 8 of the Commission's new decision of 28 April 2004 on CCP which entered into force on 1 May 2004.

The applicant pleads, in addition, that the Commission's decision not to reinstate him is vitiated by a total failure to state reasons.

The applicant claims, in particular, that the repetition of those wrongful acts or omissions which are causing him significant damage constitutes psychological harassment within the meaning of Article 12a of the Staff Regulations.

The applicant submits finally that the Commission has infringed Article 40(4) of the Staff Regulations and the principle of sound administration.

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### Action brought on 19 October 2007 — *Wenning v Europol*

(Case F-114/07)

(2007/C 315/91)

*Language of the case: English*

### Parties

*Applicant:* Rainer Wenning (The Hague, Netherlands (represented by: G. Vandersanden, C. Ronzi, lawyers)

*Defendant:* Europol

### Form of order sought

The applicant claims that the Tribunal should:

- annul the decision of the Europol's Director of 21 December 2006 not to prolong the appellant's contract and his reintegration at Europol as from 1 October 2007;
- as consequence, the annulment of the Staff Development and Review Form on which the impugned decision is based;
- the award of compensation for the material and moral prejudice suffered;
- order the defendant to pay all the costs.

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The decision not to prolong the appellant's contract violates the duty of motivation, as it does not contain itself the reasons justifying it. It based on an invalid Staff Development and Review Form.

The appellant's Staff Report has been drafted in violation of Europol rules on the staff Development and Review Process (Article 28 of Europol Staff Rules and Staff Development and Review Process Guidelines) and it contains many errors of appraisal having led to an error in law.

The assessment process has been used by the appellant's superiors with the aim to dismiss him, instead than for evaluating him. This constitutes also misuse and abuse of powers.

The only objective pursued the appellant's superiors was to do not renew his contract, notwithstanding his good performance and the fact that he had been assured he would get a better score than the previous year if his improvements continued. The appellant's had legitimate expectations that his contract would be converted into an indefinite duration one or at least prolonged.

The impugned decision and the context in which it was delivered are also not in compliance with the principle of proper administration and duty of care, which every administration must show in respect of its staff members.

It would have been in conformity with both the interest of the service and of the staff member to keep the appellant at Europol. As a matter of fact, the work the appellant was in charge of will continue to be performed. The appellant has continuously showed during the years that he could perform it well, to the satisfaction of his colleagues and also people external to Europol.

The appellant has also been discriminated in comparison with other colleagues which performed the same way he did and obtained a prolongation of their contract.

Eventually, the appellant asks compensation for the material and moral prejudice that the impugned decision has caused to him.

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