

Federal Social Court

Judgment of 23 June 2016 - B 14 AS 30/15 R

Individually specified personal efforts on the part of the eligible beneficiary within the scope of an integration agreement are, in view of the prohibition of coupling, only appropriate under the law applicable to public contracts if support for such measures in the form of benefits from the Jobcenter is specifically and bindingly defined in the integration agreement.

The plaintiff and the defendant Jobcenter concluded an integration agreement pursuant to section 15 Volume Two of the Social Insurance Code - Basic support for job seekers (SGB II). This agreement specified the plaintiff's job application efforts, however it did not include any provisions regarding the assumption of job application costs by the defendant. The defendant found multiple infringements of the plaintiff's obligations based on a failure to satisfy his job application efforts and completely suspended his claim to unemployment benefits II (ALG II) for a period of three months ("100% sanction"; sections 31 set seq. SGB II).

The Social Court (Sozialgericht - "SG") set aside the notices concerned, finding that there had been no violation of an obligation because the integration agreement was invalid as it did not provide a provision governing the assumption of job application costs. The Regional Social Court (Landessozialgericht - "LSG") rejected the defendant's appeal finding that provision governing job application efforts are void in an integration agreement that does not include a provision governing the assumption of job application costs. The Federal Social Court (Bundessozialgericht - "BSG") denied the defendant's appeal. The sanction notice challenged by the plaintiff is void because the plaintiff was not obligated to make efforts to apply for work as a result of the integration agreement. As a contract under public law this was entirely void by virtue of the so-called prohibition of coupling under sections 58, 55 Volume Ten of the Social Insurance Code - Social welfare administrative procedure and social welfare data protection ("SGB X") because the personal obligation to apply for jobs did not include any specific and binding specification of support in the form of benefits from the defendant, namely the assumption of job application costs.