

EN

Contract staff: deliberate confusion

- Contract staff are of two different kinds, each serving different goals.

- One group (3a) is assigned tasks of a permanent nature, which are no longer reserved for officials. At the Court of Justice, these belong to the *function group I* (manual and administrative support service tasks).
- The other group (3b) in fact replaces officials, but only for a limited period (3 years max); having taken the place of **auxiliary** staff, they are used to ensure the smooth running of the service. They belong to all the other FGs: II, III and IV.

Court of Justice							
Contract staff							
CEOS Article	Function group -	Grade	recruitment –		step pro- gression -	time limits of contracts	classification in the next higher grade
			grade	step			
3b	IV	18	to any grade } qualifications & experience ; labour market conditions	first step	in 2 years	3 years max	non appli- cable
		17					
		16					
		15					
		14					
	III	13					
		12					
		11					
		10					
		9					
	II	8					
		7					
		6					
		5					
		4					
3a	I	3	only in grade 1		every 2 years	indefinite pe- riod possible	possible – 1→2 in 3 yrs 2→3 in 6 yrs
		2					
		1					

- Passing over this distinction in silence opens wide the way to all kinds of abuse (by the budgetary authority) or manipulation (by a Commission trade union).
- In our institution, things stand as follows.

- **3a:** As early as July 2006, *Union Syndicale* (now EPSU) pointed out to the Registrar the fact that the salary of contract staff of FG I, grade 1, is *lower than the salary of a skilled worker in Luxembourg*.
- This was the **only** argument which could convince the Court to set a time limit for a 'promotion' to grade 2 at **only 3 years**.
- In fact, recruiting CS directly to grade 2 would require reviewing the CEOS. By contrast, a 'promotion' in 3 years is a remedy, certainly partial, but legally allowed. We have to acknowledge the Court's openness on this specific point. And, as a matter of fact, the first CS 'promotion' has just been posted!
- **3a drivers**, with a so-called open-ended contract, but which in fact is limited to the Member's term of office. This is in fact a *false* indefinite-period contract, which serves permanent needs of the service. These drivers remain in a state of job insecurity and find it hard, in particular, to get credit.
- Such a situation is disputable in the light of Directive 1999/70/EC.

- **3b:** By refusing to create permanent posts to meet permanent needs, the budgetary authority is bypassing Article 3b.
- This is, for instance, the case of a 3rd **proof-reader's** post by language Unit. While such a post is needed to meet a structural increase in the workload, the Court has, instead of getting permanent posts, to content itself with some appropriations for unsteady jobs.
- Even worse, the situation of **reception guides**, who are hired at 60% of the working time, under contracts which cannot exceed 3 years, to cover permanent needs of the institution.

- Strangely enough, European Institutions, which address Directives to Member States, are themselves avoiding their application.
- EPSU is not spreading false promises, which cannot be fulfilled without reviewing the Staff Regulations. It does, however, demand full compliance with European Law.
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