



EXECUTIVE AGENCY EDUCATION, AUDIOVISUAL AND CULTURE

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**STEERING COMMITTEE DECISION**

**General implementing provisions on the procedures governing  
the engagement and the use of contract staff at the Executive Agency**

## STEERING COMMITTEE DECISION

### **General implementing provisions on the procedures governing the engagement and the use of contract staff at the Executive Agency**

THE STEERING COMMITTEE OF THE AGENCY,

Having regard to the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities (hereafter CEOS), laid down by Council Regulation (EEC, EURATOM, ECSC) No 259/68<sup>(1)</sup>, and in particular Article 82, 84, 85 and 86 of the CEOS

Having regard to the Council Regulation (EC) No 58/2003 of 19 December 2002 laying down the statute for the executive agencies to be entrusted with certain tasks in the management of Community programmes, and in particular Article 18 thereof,

Having regard to the Commission Decision (EC) No 2005/56/CE of 14 January 2005 setting up the Executive Agency "Education, audiovisual and culture", amended by the Commission Decision n°2007/114/EC of 8 February 2007,

Having regard to the Commission Decision SEC(2006) 662 of 31 May 2006 concerning the guidelines for the establishment and operation of executive agencies financed by the general budget of the European Communities,

In agreement with Commission pursuant to article 110 of the Staff Regulations

Whereas:

- (1) Contract agents should be selected through a transparent and objective procedure. A database to be built up by the EPSO and to be accessible by the executive agencies should serve this purpose for the first phase of the selection procedure.
- (2) The grading of contract staff in function groups needs to be based on the functions to be exercised by the person concerned. It is therefore essential that detailed job descriptions are established for all functions to be filled with contract staff.
- (3) The steering committee of the executive agencies should adopt implementing rules for contract staff based on the model in agreement with the Commission.
- (4) Executive agencies may only recruit contract staff under Article 3a of the CEOS

HAS DECIDED AS FOLLOWS:

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<sup>1</sup> OJ L 56, 4 March 1968. Regulation as last amended by Council Regulation No 1895/2006 of 19.12.2006

HAS ADOPTED THE FOLLOWING PROVISIONS:

## **General provisions**

### *Article 1 Scope*

These rules shall apply to contract staff referred to in Article 3a (hereafter AC3a) of the Conditions of Employment engaged in the Executive Agency "Education, audiovisual and culture" (hereafter the Agency).

### *Article 2 Minimum qualifications required*

In the Agency, Article 82(2) of the Conditions of Employment shall be applied as follows:

1. Engagement as a member of the contract staff shall require at least:
  - (a) in function group I, successful completion of compulsory education;
  - (b) in function group II :
    - a post-secondary education attested by a diploma, or
    - a secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of three years. The secondary education diploma giving access to higher education may be replaced by a certificate of adequate professional training of not less than three years on condition that there was no similar professional training giving access to higher education at the time it was issued or,
    - successful completion of intermediate education plus two years relevant supplementary specialised training plus five years appropriate professional experience.
  - (c) In function group III
    - a post-secondary education attested by a diploma, or
    - a secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of three years.
  - (d) in function group IV: completed university studies of at least three years attested by a diploma and appropriate professional experience of at least one year.
2. Only diplomas and certificates that have been awarded in EU Member States or that are the subject of equivalence certificates issued by the authorities in the said Member States shall be taken into consideration.

*Article 3*  
*Probationary period*

1. Where a member of the contract staff serves a probationary period in accordance with article 84 of the CEOS a probationary report must be drawn up no later than one month before expiry of the probationary period.

2. The report referred to in paragraph 1 shall be drawn up in accordance with paragraph 3.

3. The report referred to in the preceding paragraph shall be drawn up in accordance with the following procedure:

a) The probation supervisor shall be the official or the temporary staff member under whose supervision the probationary contract staff member performs his/her duties.

b) Not less than two months before the end of the probationary period, the probation supervisor shall ask the contract staff member to draw up a self-assessment. The contract staff member shall have eight working days in which to do so. The self-assessment shall be included in the probationary report.

c) Not more than ten working days after the contract staff has submitted the self-assessment, the probation supervisor and the contract staff member shall hold a formal dialogue.

d) If the contract staff member refuses to finalise the self-assessment within the period set, the probation supervisor may decide to hold the dialogue on the expiry of the period referred to in (b) of this paragraph.

e) The dialogue shall cover the ability of the contract staff member to perform his/her duties, and his/her conduct and efficiency in the service.

f) Not more than ten working days after the formal dialogue, the probation supervisor shall draw up the probationary report and send it to the contract staff member. The report shall indicate whether the contract staff member has shown adequate qualities to justify retention in his/her function, whether, in exceptional circumstances, the probationary period should be extended or whether the contract staff member should be dismissed in accordance with article 84(3) of the CEOS.

g) The contract staff member shall then have eight working days in which to make known any comments. Once this period has elapsed, the probationary report shall be closed.

h) Where the probationary report recommends dismissal or, in exceptional circumstances, the extension of the probationary period, the probation supervisor's hierarchical superior, who must belong to functions group AD, shall hold a dialogue with the contract staff member within ten working days. The contract staff member may be assisted during the dialogue by another person, a temporary agent or a contract staff employed by the agency.

Not more than five working days after this dialogue the probation supervisor's hierarchical superior shall deliver an opinion to the authority responsible for concluding contracts of employment (hereafter AHCC).

If the probation supervisor's hierarchical supervisor confirms the conclusions of the probationary report, the AHCC shall obtain the opinion of the Joint Evaluation Committee as referred to in the [Agency] Decision concerning evaluation of temporary agents before deciding on the follow-up action to be taken in relation to the probationary period.

4. The same procedure shall apply in relation to the report referred to in article 84(4) of the CEOS where, in the event of the obvious inadequacy of the probationary contract staff member, it is decided to draw up such a report.

5. The periods referred to in this article shall not commence until the request or decision has been communicated to the contract staff member or, at the earliest, when the latter could, acting diligently, have become fully acquainted with the contents of and the grounds for the requests or decision. Where the contract staff member is prevented, on grounds of absence that are duly substantiated or for other objective reasons which he/she duly demonstrates, from using the computer system, the periods referred to in this article which are to be observed by the contract staff has expired, the contract staff member shall send his/her self-assessment or make known his/her comments to the person responsible for human resources in the department concerned shall be authorised to draw up or close the report.

6. The probationary report shall be drawn up in accordance with annex I.

Annex I may be amended by decision of the director of the Agency.

#### *Article 4 Succession of contracts*

The Executive Agency may engage as AC3a persons employed as AC3b in an institution only after the latter contract has expired or been terminated.

In this case, the contract agent AC3a must comply with the conditions set out in the Conditions of Employment and in these rules, in particular the conditions concerning the qualifications required, and have undergone a selection procedure as laid down under Article 5 or an equivalent selection procedure undertaken by another Community Institution followed by an interview carried out under the provisions of Article 5(1)(h).

#### *Article 5 Selection procedure*

1. The Agency shall recruit contract staff CA3a by using EPSO's database. Candidates validated in the above-mentioned database are the ones that have successfully completed the selection procedure organized by EPSO according to Art. 5(1)(g) of the Commission Decision of 7 April 2004 C(2004)1313 on the procedures governing the engagement and the use of contract staff.
2. A selection committee shall invite for interview the candidates who have been chosen by the service concerned from among the validated candidates on the basis of the job description.

This committee shall consist of a chairman and one member appointed by the AHCC and one person designated by the Staff Committee. The members appointed by the AHCC shall preferably originate from the human resources department and from the

relevant department. Minutes of committee meetings shall be drawn up setting out the reasons for any decisions taken. The final selection decision will be made by the AHCC.

3. Candidates shall be informed by the Agency about the outcome of the procedures.
4. Where the interest of the service so requires and where no suitable candidates from EPSO's database are available, the AHCC may grant an exemption from the requirements of paragraph 1 for the recruitment of a member of the contract staff in function group IV. In that case the procedure for the selection of the contract staff shall include the following steps:
  - launching of a call for expression of interest for the post specifying the minimum eligibility criteria concerning general competencies and key qualifications on EPSO and/or the Agency website.
  - a selection committee established for this purpose shall evaluate applications and select those candidates meeting the eligibility criteria and matching best the selection criteria required as per vacancy notice.
  - the selection committee shall invite for interview the selected applicants. The interviews shall focus on the professional and personal competencies of the candidates.
  - documentary verification by the Agency of statements presented by the selected candidates.

The committees referred to shall consist of two members appointed by the AHCC preferably from the human resources department and from the relevant department. Minutes of meetings of the committees shall be drawn up setting out the reasons for any decision taken. The Staff Committee shall be notified of meetings and shall designate a person to attend as an observer.

Candidates shall be informed about the outcome of the selection procedure.

5. Contract agents who have not been selected in accordance with the procedure referred to paragraph 1 and 2 before their first contract have to follow the different stages of this procedure before being entitled to benefit from a contract of indefinite duration.

#### *Article 6* *Duration of contracts*

1. AC3a may be engaged under their first contract for a fixed period of at least three months and not longer than the term of the Agency with a maximum period of five years.
2. Contracts in function groups II, III and IV can only be renewed once for a fixed period of at least six months and not longer than the term of the Agency with a maximum period of five years. The second renewal shall be for an indefinite period. A clause expressly states that it will automatically expire if the agency's lifetime is not extended.

3. Contracts in function group I can only be renewed three times for fixed periods of at least three months and not later than the term of the Agency with a maximum period of five years. The fourth renewal shall be for an indefinite period. A clause expressly states that it will automatically expire if the agency's lifetime is not extended.

*Article 7*  
*Grading*

1. AC3a shall be engaged:
  - (a) in function group I: in grade 1;
  - (b) in function group II:
    - in grade 4 if the person has professional experience of up to seven years ;
    - in grade 5 if the person has professional experience of more than seven years;
  - (c) in function group III:
    - in grade 8 if the person has professional experience of up to seven years;
    - in grade 9 if the person has professional experience of more than seven years;
    - in grade 10 if the person has professional experience of more than fifteen years;
  - (d) in function group IV:
    - in grade 13 if the person has professional experience of up to seven years;
    - in grade 14 if the person has professional experience of more than seven years;
    - in grade 16 if the person has professional experience of more than twenty years.
2. The AHCC may decide to grant the grade immediately above the one determined in paragraph 1 if the function to be filled corresponds to a competency profile where due to the labour market conditions this measure is necessary to ensure a sufficient number and quality of applications. These profiles shall be determined by decision of the AHCC.
3. In order to be taken into account professional experience must have been acquired in an activity corresponding at least to the level of qualification required for the access to the function. It shall be taken into account from the date on which the person fulfils the minimum qualifications for engagement set out in Article 2 (including, where applicable, any professional experience required by that Article).

4. In the case of a doctorate/PhD the actual duration of the studies shall be taken into account, subject to an upper limit of three years. In the case of other qualifications the statutory duration of the studies shall be taken into account.
5. Military service and equivalent civilian service shall be regarded as professional experience.
6. For grading purposes, part-time work shall be taken into account in proportion to the stated percentage in relation to full-time work.
7. No period may be counted more than once.
8. Where AC3a are engaged in another entity without interruption of 6 months or more as contract staff under the same type of contract the following shall apply:
  - (a) If hired to perform duties within the same function group the member of the contract staff shall retain the grade, step and seniority acquired in his or her grade and step;
  - (b) If hired to perform duties in a higher function group the member of the contract staff shall be placed in the most favourable grade resulting from:
    - the application of the provisions under paragraphs 1 to 7 above, including the requirement that professional experience must have been acquired at least at the level of the function group concerned, and
    - the application of the rule laid down in Article 86(2) of the Conditions of Employment that the basic salary is to be maintained, choosing the grade that, taking into account the steps, constitutes the lowest grade possible.
  - (c) If the person is hired to perform duties in a lower function group, paragraphs 1 to 7 above shall apply.

*Article 8*  
*Entry into force*

These rules shall enter into force on.

Done in Brussels,

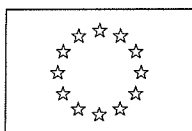
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For the Steering Committee

O. QUINTIN  
Chair



Annex I



EXECUTIVE AGENCY EDUCATION, AUDIOVISUAL AND CULTURE  
– Probationary report – Contract staff

Personnel No:	
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**1. Report details**

**1.1. Period**

Probationary period: from ..... to .....

**1.2. Probation supervisor**

Name, first name:	
Personnel No:	
Position:	

**2. Personal details of probationer contract staff member**

**2.1. Personal details**

First name:		Function Group + Grade:	
Name:			
Administrative address:			

Tel. :			
Fax :		Place of employment:	

**2.2. *Employment record***

Administrative status				
Function Group + Grade				
DG/Service & Unit				
Period of assignment (from ....to .....)				

**3. *Description of the tasks assigned***

**3.1. *Working environment***

Unit mission, unit structure. Where appropriate, indicate any factors which may have significantly affected the performance of the probationer contract staff member.

**3.2. *Nature of the tasks assigned to the member of the contract staff***

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for a self-assessment.

4. **Self-assessment**

To be completed within eight working days of the probation supervisor's request

#### **4.1. *Achievement of objectives***

List your main achievements. If you faced difficulties, describe them and propose changes to improve the situation.

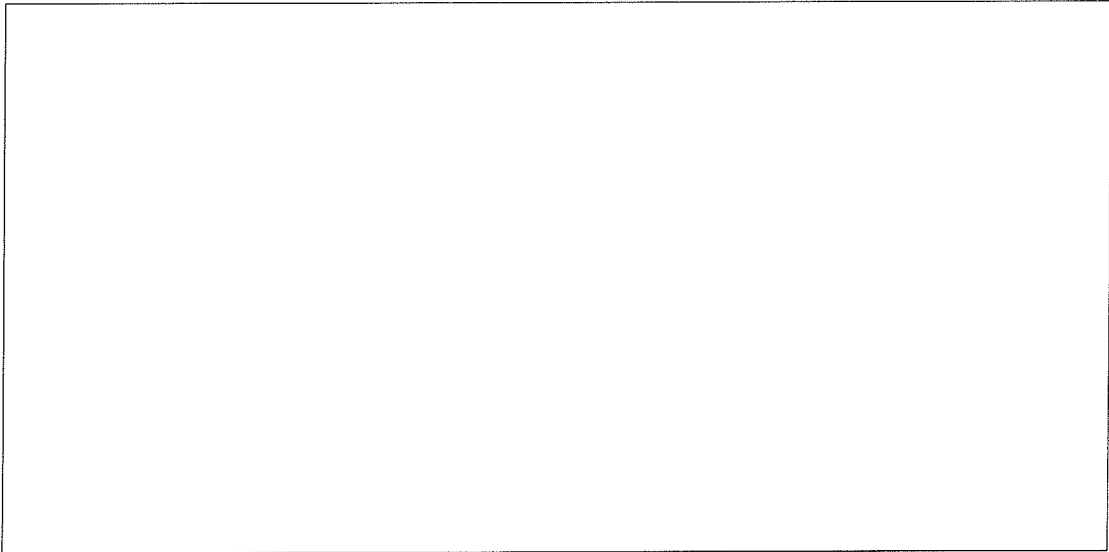
#### **4.2. *Personal development***

Describe how well you demonstrated the competencies/aspects of conduct required. Did you demonstrate any other competencies in addition? Which competencies/aspects of conduct would you like to develop for your current and/or future jobs?

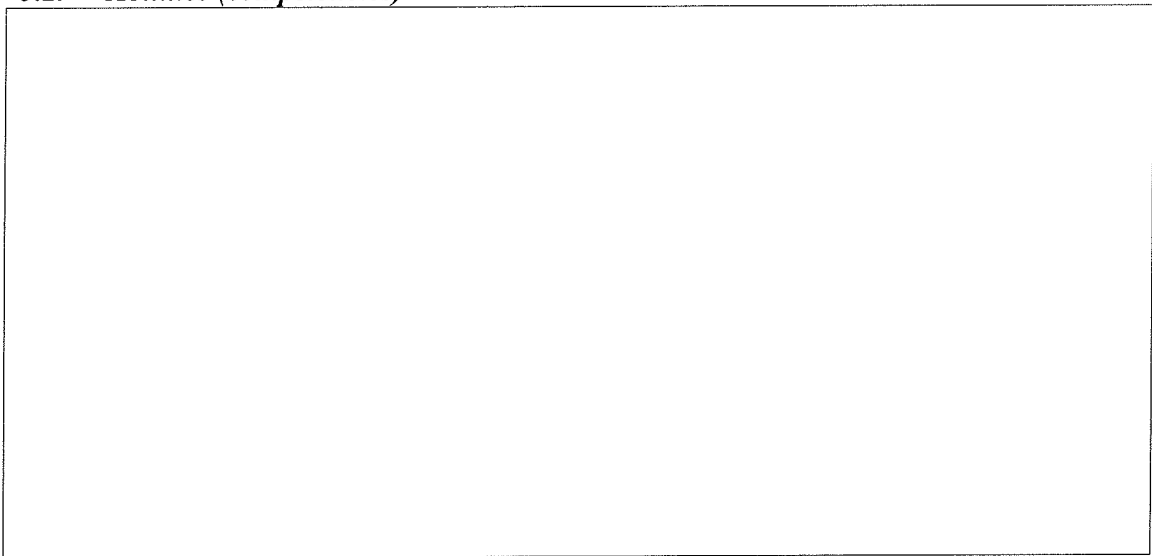
### **5. *Appraisal of the probationary period***

To be completed by the probation supervisor after the formal dialogue

#### **5.1. *Efficiency***



**5.2. *Abilities (competencies)***



**5.3. *Aspects of conduct***

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**5.4. Overall summary**

Please provide an overall summary of the appraisal of the probationary period. Mention any learning and development needs to be addressed over the months to come.

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**5.5. Conclusions regarding the probationary period**

**5.5.1. Summary of the appraisal**

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▶ Efficiency	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
▶ Competencies	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
▶ Conduct	Satisfactory <input type="checkbox"/>	Unsatisfactory <input type="checkbox"/>
▶ Is the probationer regularly required to work in a language other than his/her native language?	Yes <input type="checkbox"/>	NO <input type="checkbox"/>

**5.5.2. Breaks in service (length and reasons)**

**5.5.3. Any additional comments**

**5.5.4. Recommendation**

▶ Retention in the function .....	<input type="checkbox"/>
▶ Probationary period to be continued, in another department .....	<input type="checkbox"/>

▶ Probationary period to be extended, in the same department .....	<input type="checkbox"/>
▶ Probationary period to be extended, in another department .....	<input type="checkbox"/>
▶ Dismissal before the end of the probationary period .....	<input type="checkbox"/>
▶ Dismissal at the end of the probationary period .....	<input type="checkbox"/>

6. **Final approval**

6.1. ***Probation supervisor's signature***

Date of dialogue between the probation supervisor and the probationer contract staff member:	
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Signed by	
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Date	
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Please return the report to the probationer for comments within 10 working days following the formal dialogue.

6.2. ***Probationer's signature***

You may enter in the section below any comments you wish to make about the appraisal of your probationary period.

Additional comments

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Signed by	
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Date	
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