

**Decision by the Management Committee of the Body of European Regulators for Electronic Communications (BEREC)**

**on the general implementing provisions on the procedures governing the engagement and the use of contract staff at the BEREC Office**

The MANAGEMENT COMMITTEE,

Having regard to the Staff Regulations of Officials (hereinafter "SR") 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, and in particular to Article 82(6) of the Conditions of Employment,

Having regard to the Council and European Parliament Regulation (EC) n° 1211/2009 of 25 November 2009 establishing the Body of European regulators for Electronic Communications (hereinafter "BEREC") and the Office, and in particular Article 10 thereof.

In agreement with the European Commission pursuant to Article 110 of the Staff Regulations,

The Staff Committee of the BEREC Office, which is to be consulted pursuant to Article 110, paragraph 1, second sentence, of the Staff Regulations, has not yet been constituted and it is therefore impossible at the present to comply with the requirements of that provision. The Staff Committee will be invited to give its opinion on the relevant implementing rules when it has been constituted and due consideration will be given to any such opinion. The Management Committee is entitled in such circumstances to approve the rules forthwith.

Whereas:

- (1) Detailed rules on the employment of contract staff are desirable and contract agents should be selected by a transparent and objective procedure.
- (2) The rules contained in these implementing provisions, and in particular those on selection procedures and grading, are without prejudice to Article 2 of the Annex to the CEOS.
- (3) 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.
- (4) The BEREC Office may only recruit contract staff under Article 3a of the CEOS

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 CEOS engaged in the BEREC Office.

#### *Article 2* *Minimum qualifications required*

In the BEREC Office, Article 82(2) of the CEOS 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 post-secondary 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 the preceding paragraph shall be drawn up in accordance with the following procedure:
  - a) The probation supervisor shall be 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 member 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 function 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, provided that that person is part of the BEREC Office staff.

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.

Where the probation supervisor's hierarchical supervisor confirms the conclusions of the probationary report, the Vice Chair of the Management Committee shall obtain the opinion of the Joint Evaluation Committee as referred to in the BEREC decision on general provisions for implementing article 43 of the SR before deciding on the follow-up action in relation with the probationary period.

3. 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.
4. 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 grounds for the request 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 member shall be increased to 20 working days. Before the period of 20 working days 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 his/her department. Where the contract staff member fails to react, the person responsible for human resources in the department concerned shall be authorised to draw up or close the report.
5. Probationary reports shall be managed electronically. Contract staff members shall each have access to their probationary report by means of a personal secret password.

*Article 4*  
*Succession of contracts*

1. The Vice-Chair of the Management Committee may engage as AC3a persons employed as AC3b in an institution only after the latter contract has expired or been terminated.

2. In this case, the contract agent AC3a must comply with the conditions set out in the CEOS and in these provisions, 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 Union institution or agency followed by an interview carried out under the provisions of Article 5(1)(c).

*Article 5*  
*Selection procedure*

The BEREC Office may recruit contract staff CA3a by using the selection procedures indicated below:

1. Selection procedure using the European Communities Personnel Selection Office (EPSO) database:

(a). The BEREC Office may 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.

(b). A Selection Committee shall be set up by the BEREC Office, consisting of three members.

There should be one member from the human resources unit of the BEREC Office, one member from the relevant unit/service and one person designated by the Staff Committee. The member of the human resources or the member from the relevant service shall act as chairman.

(c). The Selection Committee shall invite for interview the candidates who are considered to be the most suitable ones, on the basis of the job description, from among the list of applicants already validated by EPSO. Minutes of Committee meetings shall be drawn up setting out the reasons for any decision taken.

(d) Candidates shall be informed of the outcome of the interview.

2. Where the interest of the service so requires and where no suitable candidates are available from the EPSO database, the Vice Chair of the Management Committee, at the request of the unit/service concerned, may grant an exemption from the

procedure of paragraph 1 above for the recruitment of a member of the contract staff in function group IV. In this specific case, written tests are not mandatory.

3. Where there is no current list of successful candidates or where no candidate on such a list meets the requirements for a particular vacancy and should the engagement of a member of the contract staff for replacement purposes be required either very quickly or for a short-term replacement, the following procedure shall apply:

(a). the BEREK Office shall launch the recruitment procedure by advertising vacancy notices on the BEREK Office's website for at least two weeks and optionally in local newspapers, by specifying the criteria concerning general and specific competencies and key qualifications required.

(b). The Selection Committee referred to in Article 5 (1) b of this decision shall evaluate the applications and select those matching best the profile and qualifications required as per vacancy notice.

(c). The Selection Committee shall invite for interview the selected applicants on the basis of the job description as stated in the vacancy notice. The interview shall cover: an analysis of the language abilities, personal and professional competences of each applicant. On the basis of the results of the interviews the Selection Committee will make its decision in writing by setting out the reasons for any decision taken. Minutes of Committee meetings shall be drawn up setting out the reasons for any decision taken. For function groups I and II, practical tests on general aptitudes/skills such as typing may be organized.

(e). Candidates shall be informed of the outcome of the interview.

(f). Contracts concluded following the procedure of this paragraph for a quick replacement shall not exceed six months. Contracts concluded for a short-term replacement are limited to a maximum duration linked to the maximum replacement duration caused by the single leave covered by Articles 42, 42a, 42b and Title IV "working conditions" of the Staff Regulations. Both types of contracts may only be renewed for another fixed term or for an indefinite duration if the AC3a has passed a selection procedure pursuant to paragraph 1 of the present article.

#### *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 more than five years.
2. The renewal of a contract in function groups I, II, III and IV shall be for another fixed period of at least three months and not more than five years. A second renewal without

interruption leading to an indefinite-duration contract may only be granted if the first two contracts covered a total period of at least five years. In any case, the total period shall not exceed the lifetime of the BEREC Office.

3. In order to be taken into consideration with a view to the award of an indefinite duration contract the contracts concerned must follow each other uninterruptedly. A gap of six months or more between two contracts shall be regarded as an interruption.

*Article 7*  
*Grading of AC3a*

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 Vice-Chair of the Management Committee 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 Vice-Chair of the Management Committee and communicated to the units/services.

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 group and having a link with one of the institution's sectors of activity. 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.

In the case of freelance translators the extent of the professional experience shall, subject to the period devoted to this activity, be calculated on the basis of the number of pages translated.

7. No period may be counted more than once.
8. Where AC3a are engaged in another entity without interruption as defined in Article 6(3) 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 CEOS 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*

This decision shall take effect on the day following that of its adoption.

Done on 23 December 2010

For the Management Committee

Chris Fonteijn  
2010 Vice-Chair