

Decision of the Executive Director on the Duration of Contracts of Employment for Contract Staff under Article 3a of the Conditions of Employment of Other Servants of the European Union at Europol

THE EXECUTIVE DIRECTOR OF EUROPOL,

Having regard to Regulation (EU) 2016/794 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Law Enforcement Cooperation (Europol) and replacing and repealing Council Decisions 2009/371/JHA, 2009/934/JHA, 2009/935/JHA and 2009/968/JHA (hereafter the "Europol Regulation")¹, and in particular to Article 53 thereof,

Having regard to the Staff Regulations of Officials of the European Union (hereafter the "Staff Regulations") and the Conditions of Employment of Other Servants of the European Union (hereafter the "CEOS"), as laid down by Council Regulation (EEC, EURATOM, ECSC) No 259/68², and in particular to Articles 3a, 79(2), and 85 of the CEOS,

Having regard to the Decision of the Management Board of Europol of 1 May 2017 delegating the powers conferred by the Staff Regulations of Officials of the European Union on the appointing authority and by the Conditions of Employment of Other Servants of the European Union on the authority empowered to conclude contracts of employment to the Executive Director³, and in particular to Article 2 thereof,

Having regard to the Decision of the Management Board of Europol of 04 October 2019 on the general provisions for implementing Article 79(2) of the CEOS, governing the conditions of employment of contract staff employed under the terms of Article 3a thereof,⁴ (hereafter the "MB Decision on CA 3a"), and in particular to Article 7(1) thereof,

After consulting the Staff Committee,

Whereas:

- (1) According to Article 53 of the Europol Regulation, the staff of Europol shall consist of temporary staff and/or contract staff to which the Staff Regulations and the CEOS shall apply;
- (2) The Management Board of Europol adopted the model decision approved by the European Commission, on the general provisions for implementing Article 79(2)

¹ O.J., L 135, 24.5.2016, p.53.

² O.J., L 56, 4.3.1968, as last amended by Regulation (EU, Euratom) n° 1023/2013 of the European Parliament and of the Council of 22 October 2013, O.J., L 287, 29.10.2013, p.15.

³ EDOC #847212 v16.

⁴ EDOC #1056030v5.

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of the CEOS, governing the conditions of employment of contract staff employed under the terms of Article 3a thereof (hereafter the "CA 3a staff members");

- (3) Pursuant to Article 7(1) of that decision, the Executive Director shall establish the policy that Europol will apply on the duration of contracts, within the limits provided for in the CEOS. It is the intention of the Executive Director to do so by means of the present Decision;
- (4) Article 85 of the CEOS establishes that, except for contract staff engaged in function group I, contract staff engaged for a fixed period may be renewed not more than once for a fixed period and that any further renewal shall be for an indefinite duration. Without prejudice to the limits laid down in Article 85 of the CEOS, the actual duration of the employment contract offered by Europol to contract staff members and of its renewal(s), together with the criteria used to decide whether a renewal is in the interest of the service, are further detailed by the Authority Authorised to Conclude Contracts (hereafter the "AACC") in this Decision;
- (5) In order to effectively implement the provision in Article 85, first paragraph, of the CEOS, while retaining efficiency in the recruitment and deployment of human resources, Europol is not prevented from considering a former CA 3a staff member as eligible to apply to a new CA 3a post following a period of absence from Europol.

HAS ADOPTED THIS DECISION:

CHAPTER I PROVISIONS GOVERNING EMPLOYMENT CONTRACTS OF CA 3a STAFF

Article 1

Duration of the initial contract and of its first renewal - Principles

1. CA 3a staff recruited by Europol are in principle offered an initial contract for a fixed period of four years.
2. This contract may be renewed not more than once for a fixed period. Such renewal will in principle be for a fixed period of two years. Any further renewal shall be for an indefinite duration.

Article 2

Duration of the initial contract and of its first renewal - Exceptions

1. By derogation to Article 1 and where justified in the interest of the service, the AACC may decide that a contract of employment may be offered for a different duration, without prejudice to the limits set out in Article 85 of the CEOS.
2. Contracts of a shorter duration than that set out in Article 1, including any renewal thereof, may be offered for a fixed period, to cover temporary and specific needs. Examples of such needs may be *inter alia*, for a project of limited duration in which up-to-date knowledge in a specific area is required, or for replacement of absences of staff members.

For the same needs and in duly justified cases, Europol may also offer contracts of employment, including any renewal thereof, for a limited period and only for the

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duration of the particular task. This includes the case of tasks associated with an EU grant funded project, whose duration is limited.

In both cases, the selection notice, the offer letter and the contract of employment, including any renewal thereof, shall clearly state that the contractual relationship is linked to duties of limited duration in time that may lead to the termination of the contract or its non-renewal.

3. Where a CA 3a staff member under a contract for an indefinite duration is successful in a selection procedure organised by Europol leading to a contract with a limited perspective in time as specified in paragraph 2, he or she shall be offered a contract for an indefinite duration in accordance with Annex III of the MB Decision on CA 3a.

The same applies where the new contract to be offered to a CA 3a staff member, as a result of his/her successful participation in this selection procedure, would result in a contract for an indefinite duration, in accordance with Article 3.

In such cases however, the selection notice, the offer letter and the contract of employment, including any renewal thereof, shall clearly state that the contractual relationship is linked to duties of limited duration in time that may lead to a reduction in the activities of Europol or a reorganisation of the services, that could constitute a valid ground for termination of the contract for an indefinite duration.

4. Any contract of a different duration than that set out in Article 1, including one concluded for a limited perspective in time, together with the justification underlying this decision, shall be recorded in the register of alternative contract durations maintained by the Human Resources Unit.

Article 3

Successive contracts- External candidates

1. In the case of successive contracts and pursuant to Article 8 of the MB Decision on CA 3a and its Annex III, a CA 3a staff member of another Union agency or institution, in a different function group, shall be offered an initial CA 3a contract by Europol. Such contract shall follow the principles of Article 1.
2. Where the staff member is classified by Europol in the same function group as held in the previous agency or institution, Europol shall take into account the number of CA 3a contracts concluded previously and, consequently, apply the following rules:
 - a. A CA 3a staff member holding an initial CA 3a contract with another Union agency or institution shall be offered a first renewal of the initial contract, except in the case where he or she did not serve the probationary period, did not complete it or was not confirmed in the post at the end of the probationary period. In such cases, they shall be offered an initial contract.
 - b. A CA 3a staff member holding a first renewal of the initial contract with another Union agency or institution shall be offered a contract for an indefinite duration, except in the case where he or she did not complete the probationary period, pursuant to Article 85 of the CEOS. In such cases, they shall be offered an initial contract.
3. By derogation to paragraphs 1 and 2, a CA 3a staff member holding a contract for an indefinite duration with another Union agency or institution shall be offered a contract for an indefinite duration, irrespective of the function group in which he or she is classified by Europol.

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4. The AACC may take into account the classification of the contract staff in the function group when deciding whether to offer a contract, or not, in accordance with Article 5 of the MB Decision on CA 3a.

Article 4

Successive contracts - Internal candidates

1. In the case of successive contracts and pursuant to Article 8 of the MB Decision on CA 3a and Article 3 of its Annex III, an existing Europol CA 3a staff member, successful in an external selection procedure for a CA 3a post in a different function group than the one he or she is currently classified in by Europol, shall be offered an initial contract. Such contract shall follow the principles of Article 1.
2. By derogation to paragraph 1, an existing Europol CA 3a staff member holding a contract for an indefinite duration, successful in an external selection procedure for a CA 3a post in a different function group than the one he or she is currently classified in by Europol, shall be offered a contract for an indefinite duration.

Article 5

Internal mobility

An existing Europol CA 3a staff member, successful in an external selection procedure for a CA 3a post in the same function group as the one he or she is currently classified in by Europol, shall be assigned to the new post by written decision of the AACC without impact on his or her contract of employment.

Article 6

Renewal for a fixed period

1. The first renewal of the initial contract of CA 3a staff members shall be for a fixed period.
2. In order to be considered as a first renewal of the initial contract, the CA 3a contracts must follow each other uninterruptedly. A gap of 1 day or more between two contracts shall be regarded as an interruption leading to the application of Article 8(1).
3. The first renewal of the initial contract for a fixed period shall be subject to the following cumulative criteria:
 - a. The continued need for the post/function, including in light of future foreseeable developments;
 - b. The staff member's skills and competencies and their relevance for the occupied post/function;
 - c. The staff member's satisfactory performance (assessed on the basis of the staff member's ability, efficiency and conduct).
4. The AACC shall give due consideration to the Programming Document and the available financial resources when taking a decision on the first renewal of the initial contract for a fixed period.

Article 7

Renewal for an indefinite duration

1. Any second renewal of the initial contract of CA 3a staff members shall be for an indefinite duration.

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2. In order to be taken into consideration for a second renewal of the contract for an indefinite duration, the CA 3a contracts concerned must follow each other uninterruptedly. A gap of 1 day or more between two contracts shall be regarded as an interruption leading to the application of Article 8(1).
3. The second renewal of the contract for an indefinite duration shall be subject to the following cumulative criteria:
 - a. The continued need for the post/function, including in light of future foreseeable developments;
 - b. The staff member's skills and competencies and their relevance for the occupied post/function;
 - c. The staff member's consistently high performance (assessed on the basis of the staff member's ability, efficiency and conduct);
 - d. For CA 3a staff members in function group IV, the demonstrated ability to work in a third language, as required pursuant to Article 85(3) of the CEOS.
4. The AACC shall give due consideration to the Programming Document and the available financial resources when taking a decision on the second renewal of the contract for an indefinite duration.

Article 8 Absence period

1. A former Europol CA 3a staff member may not be appointed to a CA 3a vacant post unless a period of at least 6 months of absence has lapsed between the end date of the last Europol CA 3a contract and the entry into force of the new Europol CA 3a contract.
2. Any new CA 3a contract entered into by Europol with a former Europol CA 3a staff member after the 6 month-period of absence has lapsed in accordance with paragraph 1 shall be deemed to constitute an initial contract of employment for the purpose of applying Article 85 of the CEOS only in the following cases:
 - a. At the time of recruitment, the former Europol CA 3a staff member is not a CA 3a staff member;
 - b. At the time of recruitment, the former Europol CA 3a staff member is a CA 3a staff member in another function group, holding a fixed-term contract;
 - c. At the time of recruitment, the former Europol CA 3a staff member is a CA 3a staff member in the same function group where he or she did not serve the probationary period, did not complete it or was not confirmed in the post at the end of the probationary period.

CHAPTER II TRANSITIONAL AND FINAL PROVISIONS

Article 9 Transitional provisions

1. Notwithstanding the contract duration set out in Article 1, the duration of the contracts of Europol CA 3a staff members, ongoing at the time of the entry into force of the present Decision, remain unchanged.
2. By derogation to Article 1, Europol CA 3a staff members recruited to occupy a post, who were placed on reserve lists established before the entry into force of the

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present Decision, shall be offered an initial contract for a fixed period of five years when the vacancy notices on the basis of which these reserve lists were established stated that the successful candidate shall be offered a contract for a fixed period of five years.

By derogation to Article 1, Europol CA 3a staff members recruited to occupy a post funded by a grant, who were placed on reserve lists established before the entry into force of the present Decision, shall be offered an initial contract for the fixed period specified in the relevant vacancy notices on the basis of which these reserve lists were established.

3. By derogation to Article 1 and without prejudice to Article 6, Europol CA 3a staff members already recruited to occupy a post at the time of the entry into force of the present Decision, whose initial contract of employment expires after 31 May 2020 and for whom the decision to renew their contract for another fixed-term period will be taken, shall in principle be offered the possibility to choose between a first renewal of the initial contract of 2 or 4 years.
4. Article 7 of this Decision shall become applicable to Europol CA 3a staff members already recruited to occupy a post at the time of the entry into force of the present Decision whose first renewal of the initial contract of employment expires after 31 May 2020.

Europol CA 3a staff members recruited to occupy a post whose first renewal of the initial contract of employment expires before 01 June 2020 remain governed by the provisions of the Management Board document on the criteria and procedure to be followed for granting contracts of indefinite duration of 29 September 2011⁵, which will cease to apply thereafter.

Article 10 Entry into force

This Decision shall enter into force on the day after its publication in the Europol *Vademecum*.

Done at The Hague on 19 November 2019

Signed by

Catherine De Bolle
Executive Director

⁵ EDOC #564819.