



DATUM
26-04-2024

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Newsletter ESA

A letter for the ESA Director General and a statement about transfer of MAS to Service Contract handed over to ESA.

On Tuesday 16 April we were in the Hague to hand a letter to DG (hereinafter: "DG") and a statement about the transfer of MAS to Service Contracts to 3 members of ESA's Legal Services. The DG letter deals with the treatment and remuneration of the Contractors. The Statement about MAS to Service deals with the apparent move to Service Contracts within ESA. More and more work will be covered as services. Both constructions lead to anger among contractors and the feeling of being second rate employees.

Both the letter and the statement were compiled by contractors, your colleagues, who are members of the ESA committee of the CNV. The DG letter was supported by 146 colleagues (through a survey). More than 50 people endorsed the statement (via WhatsApp). We conveyed your messages in a constructive and pleasant conversation with ESA Legal Services. We appreciated that ESA was willing to have this conversation.

Complaints about Service Contracts

Lately, we have received complaints from unhappy colleagues whose jobs are being transferred from a MAS to a Service Contract. Although we have regularly indicated to ESA that this could lead to sham constructs, they continue this process.

In August 2022 we wrote the following to ESA:

"On the basis of research and conversations with numerous employees working at ESA I have concluded that the 'Service Model' is not viable for the majority of activities. Most jobs continue to be performed under the management and supervision of ESA staff. I strongly advise to refrain from using Service Contract constructions, and adhere to the 'same work same conditions' when using contractors. We will continue to monitor this in the coming years, and will inform you of irregularities when needed."

Fortunately, we understand in the meantime that not all positions are suitable for Service Contracts, and not all MAS contracts will be converted. A construction of Service is possible if it is legally correct. However, beside our legal doubts, our opinion remains that it is not necessary for the smooth running of ESA to change to Service Contracts. It is a choice. Of course the preferred option would be for all employees to be ESA staff.

Numerous colleagues whose contracts were changed to Service have indicated that the job has not improved. Many chose to leave ESA and take a job elsewhere. We also spoke to a number of people who lost their jobs due to the change from MAS to Service.

We cannot explain the discrepancy between your complaints and worries, and ESA's position that Service will improve matters. Therefore we would like to hear from you. We are planning to have a survey soon in which we will ask you for your opinion about Services.

You can tell your story via our hotline [Gedetacheerden bij ESA - Flexwerken | CNV](#)

If you do work under a Service Contract, you can complain about the fact that it is an actual MAS construction. "MAS" (=Manpower Assignment Scheme) means working under ESA's direction and supervision and have been seconded to ESA by secondment companies. The secondment companies are the so-called loan employers. At CNV we firmly believe that Loan employees or seconded employees should be entitled to the same remuneration as the permanent staff (ESA staff). The contracting firms however deny that seconded employees are working in equal functions, and argue that they don't have to offer them the same pay and rewards. Furthermore the contracting firms argue that they don't have to provide CNV with the relevant information to confirm if there are equal functions, because they claim that they are covered by ESA's immunity.

Test case: Equal Job – Equal Pay

CNV is conducting legal research for the possibilities of initiating a test case to claim equal pay for a few Loan employees. The aim is to set a precedent, which hopefully persuades ESA and the secondment companies to treat all the employees working at ESA equally.

Because ESA can claim immunity the case will target a contracting firm (we will not be target ESA because of its immunity), because it is our opinion that the contracting firms -in spite of ESA's immunity- are still obliged to follow the relevant Equal pay laws. Please note that legal proceedings take time, even more so in this case because of the legal complications related to ESA's status as an organisation under international law with immunity.

If you have any questions: [Click HERE](#) or email cnvesaction@cnvvakmensen.nl.

Roderik Mol
Officer CNV



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Je contributie is afhankelijk van je leeftijd en je bruto maandinkomen

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- De opzegtermijn van het lidmaatschap is drie maanden.
- Wij gebruiken jouw contactgegevens (o.a. e-mail) om je te benaderen met info over werk en inkomen. Lees hoe wij omgaan met jouw gegevens op www.cnvvakmensen.nl/privacy.
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Retouradres: CNV, t.a.v. Bedrijfsadministratie, antw.nr. 4308, 3500 VE Utrecht (postzegel niet nodig)