

- also, in so far as necessary, annulment of the decisions against which the abovementioned complaints were directed;
- an order that the Commission of the European Communities is to pay the costs.

Pleas in law and main arguments

The applicants, who are currently contract staff working in the day nurseries and kindergartens in Brussels, were already performing the same work under employment contracts subject to Belgian law before they were appointed as contract staff. They dispute their grading and their remuneration fixed by the defendant on their appointment as contract staff.

In the first plea in law of their application, the applicants submit that by application of the GIP and other provisions relating to the Commission's contract staff, they should have been graded in function group III instead of in function group II, in view of their qualifications and their length of service.

In the second plea in law, the applicants complain, inter alia, that they have not benefited from the minimum remuneration laid down in Article 6 of the GIP.

In the third plea in law, the applicants claim infringement of Article 2(2) of the Conditions of Employment of Other Servants (CEOS), of the Memorandum of Agreement concluded on 22 January 2002 between the Commission and the delegation of the staff of the day nurseries and kindergartens on contracts governed by Belgian law, of the principle of non-discrimination and of the general principles applicable in social security matters. In particular, calculation of the remuneration to be guaranteed to the applicants should not have taken child allowances into account.

Action brought on 10 March 2006 — Lofaro v Commission

(Case F-27/06)

(2006/C 108/64)

Language of the case: French

Parties

Applicant: Alessandro Lofaro (Brussels, Belgium) (represented by: J.-L. Laffineur, lawyer)

Defendant: Commission of the European Communities

Form of order sought

- Annulment of the decision of 6 June 2005 to extend the applicant's probationary period by 6 months, of the decision of 28 September 2005 to dismiss him at the end of that period, and of the reports at the expiry of the probationary periods on which those two decisions are based;
- So far as necessary, annulment of the decision of the authority authorised to conclude contracts of employment (AACC) of 23 November 2005 rejecting the applicant's complaint;
- An order that the defendant is to pay the applicant, as compensation for the loss suffered, damages assessed on equitable grounds at EUR 85 473 for material loss and EUR 50 000 for non-material loss, such amounts to be increased or reduced as appropriate during the proceedings;
- An order that the Commission of the European Communities is to pay the costs.

Pleas in law and main arguments

The applicant, a former temporary agent at the Commission, was employed from 16 September 2004 until 15 September 2009 under a contract which provided for a probationary period of 6 months, in accordance with Article 14 of the Conditions of Employment of Other Servants. Following an initial negative evaluation report, an extension of the probationary period by six months and a second negative evaluation report, the defendant ended that contract.

In his application, the applicant submits that the defendant made manifest errors of assessment. It is likewise alleged to have infringed the general principles which safeguard the right to dignity and to a defence and to have made superfluous critical comments.

Order of the Civil Service Tribunal of 21 March 2006 — Marengo v Commission

(Case F-96/05) ⁽¹⁾

(2006/C 108/65)

Language of the case: French

The President of the First Chamber has ordered that the case be removed from the register.

⁽¹⁾ OJ C 10 of 14.1.2006.