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Committee on Economic, Social and Cultural Rights

Decision adopted by the Committee under the Optional Protocol to the International Covenant on Economic, Social and Cultural Rights concerning communication No. 150/2019*, **

Communication submitted by:	Jean Luc Claparède, Michel Miguet and Olivier Salelles (represented by counsel, Frédéric Fabre)
Alleged victims:	The authors
State Party:	France
Date of communication:	4 September 2018 (initial submission)
Date of adoption of decision:	14 February 2025
Subject matter:	Compensation for hours worked
Procedural issue:	Manifestly ill-founded
Substantive issue:	Work and employment
Article of the Covenant:	7 (a)
Article of the Optional Protocol:	3 (2) (e)

1. The authors of the communication are Jean Luc Claparède, Michel Miguet and Olivier Salelles, all French nationals, born on 28 June 1961, 13 January 1957 and 12 September 1962, respectively. They claim to be victims of a violation by the State Party of their rights under article 7 (a) of the Covenant. The Optional Protocol entered into force for the State Party on 18 June 2015. The authors are represented by counsel, Frédéric Fabre.

A. Summary of the information and arguments submitted by the parties

Factual background

2.1 The authors held contracts of employment of indeterminate duration as teachers, entered into with the director of Lycée Léonard de Vinci, a vocational upper secondary school in Montpellier, having been recruited as part of a drive to hire contractual teachers under agreements establishing apprentice training centres. Mr. Claparède's and Mr. Miguet's employment contracts took effect on 1 September 2005 and Mr. Salelles' employment

* Adopted by the Committee at its seventy-seventh session (10–28 February 2025).

** The following members of the Committee participated in the examination of the communication: Aslan Abashidze, Lazhari Bouzid, Asraf Ally Caunhye, Laura-Maria Crăciunean-Tatu, Charafat El Yedri Afailal, Peters Sunday Omologbe Emuze, Santiago Manuel Fiorio Vaesken, Joo-Young Lee, Karla Vanessa Lemus De Vásquez, Seree Nonthasoot, Giuseppe Palmisano, Laura Elisa Pérez, Julieta Rossi, Preeti Saran and Michael Windfuhr. Pursuant to rule 23 of the rules of procedure under the Optional Protocol, Ludovic Hennebel did not take part in the examination of the communication.

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contract took effect on 1 September 2009. Their status, according to their contracts, was that of non-tenured contractual employees of a local public educational establishment. Following the decision by Lycée Léonard de Vinci to transfer its EN34 apprentice training centre membership agreement and charter to Lycée Jean Mermoz, effective from 1 September 2012, the authors requested Lycée Jean Mermoz to provide them with new employment contracts that incorporated the substantive clauses of their original contracts. When Lycée Jean Mermoz rejected this request, the authors decided to take a closer look at the terms of their contracts and realized that the number of working hours set out therein – namely 666 hours a year for Mr. Salelles and Mr. Miguet and 518 hours a year for Mr. Claparède, who worked part-time at a rate of 14/18ths – exceeded the lawful limits applicable to the working hours of teachers established in article 521-1 of the Education Code and Decree No. 81-535 of 12 May 1981, which were set at 504 hours for the part-time schedule followed by Mr. Claparède and 648 hours for a full-time schedule; they also realized that they were spending time performing tasks above and beyond the working hours established in their contracts and should therefore be paid overtime. Letters sent to Lycée Jean Mermoz in which the authors expressed these concerns were to no avail.

2.2 On 25 July 2013, the Montpellier Administrative Court registered claims by the authors in which they asked the Court to order Lycée Jean Mermoz and Lycée Léonard de Vinci to compensate them for hours worked since 1 January 2008, in application of article L.761-1 of the Code of Administrative Justice. Mr. Claparède claimed compensation for 450 hours of unpaid work over a period of five years: 14 hours set out in his employment contract, 40 hours of liaison with apprentice-employing businesses, 6 hours of preparation for the school semester and 30 hours of compulsory weekly meetings per year. Mr. Miguet claimed compensation for 648 hours of unpaid work over a period of five years: 18 hours set out in his employment contract, 65 hours of liaison with apprentice-employing businesses, 8 hours of preparation for the school semester and 38 hours of compulsory meetings per year. Over the same period, Mr. Salelles claimed compensation for 576 hours of unpaid work: 18 hours set out in his employment contract, 51 hours of liaison with apprentice-employing businesses, 8 hours of preparation for the school semester and 38 hours of compulsory meetings per year.

2.3 In judgments passed on 17 October 2014, the Montpellier Administrative Court held that, even if article L.521-1 of the Education Code was applicable to the authors, the cited article did not provide that the annual number of teaching weeks could not exceed 36 weeks, as they claimed, and that they were therefore not entitled to claim compensation for the hours they claimed to have worked as overtime. The Administrative Court also found that the rules governing the annual number of working hours of contractual teachers in apprentice training centres had no bearing on the situation of the authors, whose contracts had been entered into with another type of institution. With regard to the hours spent performing tasks other than face-to-face teaching, the Administrative Court noted that the authors received an apprentice support allowance for upper-secondary-school teaching staff, in accordance with Decree No. 99-703 of 3 August 1999 and were therefore not entitled to claim additional remuneration. The Administrative Court consequently rejected the authors' claims.

2.4 In judgments passed on 15 January 2016 on appeals filed by the authors, the Marseille Administrative Court of Appeal noted that it followed from article L.6232-10 of the Labour Code and articles 1, 3 and 7 of Decree No. 81-535 that, given the temporary nature of agreements establishing apprentice training centres, the execution of such agreements could not give rise to positions equivalent to those held by tenured teachers. The Administrative Court of Appeal ruled that the authors therefore had no grounds for claiming that the annual number of working hours required of them should comply with the service obligations defined in Decree No. 92-1189 of 6 November 1992 on the Special Status of Vocational Upper-Secondary-School Teachers and that the contracts they entered into with Lycée Léonard de Vinci could not lawfully set the annual number of working hours at 666 hours for Mr. Salelles and Mr. Miguet or at 518 hours for Mr. Claparède. The Administrative Court of Appeal also ruled that the authors had no grounds for claiming that the hours they had worked in excess of 648 hours a year in the case of Mr. Salelles and Mr. Miguet and 504 hours in the case of Mr. Claparède should have been paid as overtime.

2.5 However, with regard to the hours worked over and above the service hours set out in their contracts, the Administrative Court of Appeal ruled that the purpose of the allowance

established by Decree No. 99-703 was not to remunerate hours worked in excess of the set number of service hours, but rather to recompense teachers for the diversity of tasks required of them, and that, contrary to the view of the Montpellier Administrative Court, payment of this allowance could not be made in lieu of payment for the hours worked by the authors over and above their contractual obligations in order to complete the tasks covered by the allowance. Consequently, the Administrative Court of Appeal ruled that the authors were entitled to claim compensation for the hours they had spent working on tasks other than teaching beyond the numbers indicated in their contracts. Given the lack of clarity as to the number of hours the authors had worked, the Court decided to commission an expert appraisal to clarify this issue before ruling on their claims for compensation.

2.6 In its judgments of 13 July 2017, handed down following receipt of the commissioned expert appraisals, the Marseille Administrative Court of Appeal ruled that the appraisals' findings were irregular, since Lycée Jean Mermoz had not been given the opportunity to submit comments. The Court nonetheless decided to retain the appraisals for informational purposes. It found that, in the light of the authors' employment contracts and article 2 of Decree No. 68-536 of 23 May 1968 and article 5 of Decree No. 50-1253 of 6 October 1950, it was clear that the overtime hours for which the aforementioned provisions established the terms and conditions of remuneration were teaching hours worked over and above the number of contracted working hours, whereas the hours of work for which the authors were claiming overtime consisted of time spent preparing for the school semester, attending teaching staff meetings and visiting business premises, all tasks related to the hours of face-to-face tuition that they had worked in accordance with their contracts. Consequently, those hours did not qualify for remuneration under the terms of their contracts. Moreover, there were no provisions on the remuneration of the hours worked in the decrees on which the authors' contracts were based. Lastly, the Court noted that civil servants cannot legitimately claim any right to remuneration or compensation other than that provided for by the legally applicable texts, and that the legal texts invoked by the authors did not establish any specific remuneration for the hours of work referred to. The Court therefore rejected the authors' claims.

2.7 On 19 March 2018, the Council of State issued decisions of inadmissibility in respect of appeals in cassation filed by the authors.

2.8 The authors argue that, although the claims had been filed before the entry into force of the Optional Protocol for the State Party, they were still being pressed at the time of the submission of the communication to the Committee. They assert that they have not brought any other action before an international court and that they submitted the present communication within 12 months of the last domestic decision.

Complaint

3.1 The authors complain of being forced to work unpaid overtime. They argue that the Marseille Administrative Court of Appeal recognized that they had been "forced" to work overtime for the preparation of the school semester, attending teaching staff meetings and visiting business premises, but that there is no provision in domestic law for the payment of such overtime. They claim that the absence of any provision for the payment of the overtime demonstrates that the State Party's national law does not comply with article 7 of the Covenant.

3.2 They contest the reasoning of the Montpellier Administrative Court that they were already receiving compensation for the aforementioned working hours, arguing that the compensation provided for in Decree No. 99-703 is a flat-rate bonus of €99.93 awarded in recognition of the quality of their teaching and not an hourly allowance. It cannot therefore cover the overtime imposed on the authors.

3.3 The authors point out that the expert appraisals commissioned by the Marseille Administrative Court of Appeal recommend payment for the hours worked. According to these appraisals, all face-to-face hours worked in excess of the legal annual limit must be considered as payable overtime; time spent attending pre-semester teaching staff meetings, which does not fall within the scope of service obligations, cannot be treated as additional or payable working time; however, visits to business premises constitute face-to-face time with

apprentices and must therefore be remunerated; and hours spent attending weekly meetings constitute overtime insofar as they take place outside of working hours and are therefore payable. The authors point out that, according to the appraisals, the contracts concluded by the Hérault Public Apprentice Training Centre do not comply with the requirements governing the working hours of non-tenured teachers involved in initial apprenticeship training; that, since the annual number of working hours for a full-time job is 648, all face-to-face hours worked in excess of this amount must be considered as overtime if those hours do not fall within the scope of teaching time; and that they have a legitimate claim to compensation for hours worked over and above normal working hours during the period 2008–2013. It is recommended in these appraisals that Mr. Salelles and Mr. Miguet should each be awarded €31,178.29 and that Mr. Claparède should be awarded €26,950.01.

State Party's observations on admissibility and the merits

4.1 On 3 January 2022, the State Party submitted its observations on the admissibility and merits of the communication. The State Party points out that the authors were recruited under contracts of indeterminate duration by Lycée Léonard de Vinci as managers of an apprentice training centre, known as the Hérault Public Apprentice Training Centre since 2011, by means of supplementary agreements dated 1 September 2006 with retroactive effect from 1 September 2005 in the case of Mr. Claparède and Mr. Miguet and by a supplementary agreement dated 31 August 2009 with effect from 1 September 2009 in the case of Mr. Salelles. Responsibility for management of the Centre was transferred to Lycée Jean Mermoz by a decision of 29 June 2012, but the authors refused to sign the contracts offered to them by the director of that school, on the ground that they believed that the clauses relating to the annual number of working hours were not compliant with the school's legal obligations. They were consequently dismissed pursuant to a decision of 3 October 2013.

4.2 The State Party notes that, on 15 July 2014, while the legal proceedings described by the authors (paras. 2.1–2.7, above) were under way, the Montpellier Administrative Court, to which the authors had submitted a claim for illegality of an administrative act, annulled the contract proposals made by Lycée Jean Mermoz. The Administrative Court ruled that the proposals, which did not reproduce the substantial clauses of the contracts held by the authors prior to the transfer of responsibility for the management of the apprentice training centre, were illegal. The authors also made a claim for damages in respect of their dismissals. Following the rejection of their claim by the Montpellier Administrative Court on 29 April 2016, the Marseille Administrative Court of Appeal ordered Lycée Jean Mermoz to pay €20,000 to Mr. Claparède, €40,000 to Mr. Miguet and €22,000 to Mr. Salelles.

4.3 The State Party asserts that the communication is inadmissible because it is manifestly ill-founded, in accordance with article 3 (2) (e) of the Optional Protocol. The State Party notes that the authors merely assert, without providing any further details, that the Marseille Administrative Court of Appeal recognized that they had been forced to work without pay and noted that no national legal text provides for the payment of the hours worked and imposed. According to the State Party, the authors do not explain how its national law is contrary to article 7 (a) of the Covenant. The State Party points out that it was only before the Council of State that the authors invoked the general legal principle that all work deserves a wage. The State Party concludes that the authors' claims are thus not sufficiently substantiated to enable the Committee to rule on their merits.

4.4 The State Party points out that it is not for the Committee to interpret the State Party's national legal order, but only to decide whether the assessment of evidence or the interpretation of the national law applied was manifestly arbitrary or equivalent to a denial of justice that violated a right enshrined in the Covenant.[1] According to the State Party, in the case at hand, the domestic courts examined the merits of the arguments raised before them in detail and issued sufficiently reasoned rulings. The Montpellier Administrative Court examined all the arguments put forward by the authors concerning the remuneration of the hours they considered to be overtime and gave sufficient reasoning. On appeal, the Marseille Administrative Court of Appeal did the same, deciding first to stay the proceedings and

[1] *Arellano Medina v. Ecuador* (E/C.12/63/D/7/2015), para. 8.10 and *Martínez Fernández v. Spain* (E/C.12/64/D/19/2016), para. 6.4.

commission an expert appraisal to establish the number of hours worked by the authors in order to be able to rule on the validity of their allegations. After the expert had delivered his report, the Administrative Court of Appeal issued a ruling concerning the remuneration requested by the authors. According to the State Party, the latter cannot seriously claim that the national courts' assessment of their appeals constitutes a denial of justice simply because the appeals were rejected or because the Council of State did not admit their appeals in cassation.

4.5 On the merits, and in the alternative, the State Party maintains that its national legislation does not disregard the rights guaranteed by article 7 of the Covenant. With regard to the number of teaching hours and compensation for hours allegedly worked in excess of contractual obligations, the State Party asserts that the authors were not forced to work teaching hours in excess of the annual service hours set out in their contracts. According to settled jurisprudence, the authors' status as non-tenured agents of the State means that private law, and more specifically the Labour Code, does not apply to their employment relationship with the public institution that employed them. As the courts ruled in the present case, there is no legal or regulatory provision in the Labour Code establishing the number of service hours required of teachers in apprentice training centres, since the status of such teachers varies according to the nature of the organization managing the centre. Moreover, the State Party notes that in view of the limited duration of agreements establishing apprentice training centres, the Council of State considers that positions in such centres are necessarily temporary. Thus, given the temporary nature of these positions and the specific nature of the teaching provided in apprentice training centres, the appeal judge rightly found that such positions were not equivalent to those held by teachers with the status of tenured civil servants and thus did not have the same service obligations in terms of the annual number of service hours. According to the State Party, the Marseille Administrative Court of Appeal legitimately concluded that the annual number of service hours provided for in the authors' contracts had been legally established and the authors had therefore not worked any additional teaching hours.

4.6 With regard to activities related to teaching and the remuneration of hours allegedly worked in excess of contracted hours, the State Party points out that the authors' contracts stipulated that they could be required to work paid overtime in accordance with Decree No. 68-536. Article 2 of that decree provides that "persons responsible for general, technical, theoretical or practical teaching shall be remunerated for each hour of tuition provided by means of an hourly wage determined in accordance with the procedures set out in article 5 of the amended Decree of 6 October 1950". Accordingly, as found by the Administrative Court of Appeal, the overtime covered by these provisions comprises hours of tuition provided over and above the number of contracted hours and does not include hours spent performing tasks resulting from the provision of the contracted hours of tuition. According to the State Party, the aforementioned provisions were thus not intended to serve as a basis for the remuneration of the overtime claimed by the authors. The other texts on which the authors' contracts were based were also found by the appeal judge to provide no legal basis for the remuneration of the overtime claimed. More generally, according to settled jurisprudence, no civil servant may claim any right to remuneration or compensation other than that provided for in a law or regulation (the "no compensation without law" principle). The State Party argues that the appeal judge was therefore right to dismiss the authors' claims for compensation and that, given the absence of substantive arguments, the Council of State was entitled to reject their appeals in cassation.

4.7 The State Party further argues that the hours spent preparing for the school semester, attending teaching staff meetings and visiting business premises, for which the authors claim overtime, formed part of their service obligations and were covered by their main salary. As the authors were contractual employees of a local public educational establishment, they were subject to the service regulations applicable to such staff, which are set with reference to those applicable to tenured secondary school teachers. The authors were therefore required to teach a maximum of 18 hours a week, i.e. 648 hours a year, to which must be added the time spent performing the teaching-related tasks referred to in article 2 (II) of Decree No. 2014-940 of 20 August 2014, for which no separate bonus is provided. Therefore, the time spent preparing for the school semester and attending teaching staff meetings did not entitle the authors to overtime pay, since these activities were covered by the remuneration

they received for their main duties. Similarly, under article 5 of Decree No. 2014-940, teachers must participate in the pedagogical supervision of students during periods of on-the-job training. This means that the hours spent visiting business premises form part of their service obligations, for which they receive their primary remuneration. The Marseille Administrative Court of Appeal consequently ruled that the provisions of Decrees No. 68-536 and No. 50-1253 did not apply in this case, since the hours worked did not comprise hours of overtime tuition, but rather were hours of work that fell within the scope of the authors' main teaching duties that were remunerated as such.

4.8 The State Party points out that, as noted by the Montpellier Administrative Court in its judgments of 17 October 2014, the apprentice support allowance paid to the authors under Decree No. 99-703 was intended to compensate teachers for specific tasks carried out in the apprenticeship context. According to the State Party, national laws and regulations ensure that contractual teachers in local public educational establishments working in apprentice training centres receive fair remuneration that covers the variety of tasks they perform. The State Party stresses that the organization of the work and the terms of the remuneration of contractual teachers, including in relation to overtime, are identical to those of tenured teachers. The State Party concludes that the provisions of its domestic law concerning the remuneration of contractual teachers such as the authors do not violate article 7 (1) (a) of the Covenant.

Authors' comments on the State Party's observations

5.1 In their comments of 28 February 2022, the authors reiterate that, in its ruling of 13 July 2017, the Marseille Administrative Court of Appeal found that the hours for which they were requesting overtime pay comprised hours spent on tasks related to the face-to-face teaching that they had performed under their contracts. There is no provision for the payment of such overtime in the terms and conditions of their contracts, and civil servants cannot claim the benefit of any right to remuneration other than that provided for in the legally applicable texts. The authors state that they are invoking article 7 of the Covenant to assert the principle that all work deserves a wage. They reiterate that the domestic courts have recognized that they are not entitled to pay for the hours they were "forced" to work. They claim to have asserted their right to be paid for these hours, including before the Council of State.

5.2 The authors dispute the State Party's observation that the role of the Committee is limited to deciding whether the assessment of evidence or the interpretation of the domestic law applied was manifestly arbitrary or equivalent to a denial of justice that violated a right enshrined in the Covenant. They submit that it is not a question of challenging a court decision, but rather of challenging the quality of the law, which, in their view, does not guarantee that all hours of work are paid.

5.3 According to the authors, Memorandum No. 82-357 of 19 August 1982, which applied to their contracts, provided for the remuneration of the hours worked. However, this provision was not respected by the Hérault Public Apprentice Training Centre. The hours spent completing accessory tasks, including liaising with companies, were all worked in addition to the teaching hours stipulated in the authors' contracts. They note that the purpose of a memorandum is to apply the law, not to create it. They maintain that they had precarious jobs as contractual workers in the French education system.[2]

5.4 On the merits, the authors point out that, in their view, the State Party acknowledges that the hours worked over and above the hours stipulated in their employment contracts were not paid, but, in the absence of an applicable law, the Administrative Court of Appeal was unable to rule that they should be paid for those hours. They deduce from the State Party's comments that it recognizes that its national law lacks provisions for the application of article 7 of the Covenant. They argue that the State Party claims that they are not entitled to payment for hours spent performing teaching-related tasks because, as is the case for all civil servants, these tasks are subsumed under teaching hours. However, they are not civil servants and their contracts do not stipulate that they must work for free. The authors argue that, in its

[2] The authors refer to the Committee's general comment No. 23 (2016) on the right to just and favourable conditions of work (E/C.12/GC/23), paras. 9 and 10.

preliminary rulings of 15 January 2016, the Marseille Administrative Court of Appeal recognized that they had indeed performed unpaid hours of work, carrying out tasks related to teaching. They also reiterate the court-appointed expert's conclusion that they had a legitimate claim to compensation for hours worked over and above normal working hours. It was only owing to the absence of an applicable national law that the Administrative Court of Appeal was unable to rule that they should be compensated. They argue that, in the aforementioned rulings, the Administrative Court of Appeal held that the apprentice support allowance is not intended as remuneration for teaching-related activities and that they are entitled to remuneration for their overtime.

B. Committee's consideration of admissibility

6.1 Prior to considering any claim contained in a communication, the Committee must decide, in accordance with rule 10 (2) of its provisional rules of procedure under the Optional Protocol, whether or not the communication is admissible.

6.2 The Committee recalls that under article 3 (2) (b) of the Optional Protocol, it is not competent to rule on communications relating to facts that occurred prior to the entry into force of the Optional Protocol for the State Party concerned unless those facts continued after that date. The Committee notes that the authors complain that they were not paid for certain hours worked over the period 2008–2013 and that the Optional Protocol entered into force for the State Party on 18 June 2015. The Committee recalls, however, that judicial decisions of the national authorities are to be considered as part of the facts of the case when they are the result of procedures directly connected with the initial facts, actions or omissions, which gave rise to the violation, provided they are capable of remedying the alleged violation. If such decisions are adopted after the Optional Protocol's entry into force for the State Party concerned, the criterion provided for in article 3 (2) (b) does not affect the admissibility of the communication, since, when these remedies are exercised, the national courts have the possibility of considering the complaints, putting an end to the alleged violations and potentially providing redress.[3] In the present case, the Committee notes that the Marseille Administrative Court of Appeal and the Council of State took their respective decisions after the entry into force of the Optional Protocol for the State Party, the former having examined the merits of the authors' claims in detail. As these decisions were capable of remedying the violations alleged in the communication, the Committee concludes that article 3 (2) (b) of the Optional Protocol does not preclude the admissibility of this communication.

6.3 The Committee takes note that the State Party considers that the communication is inadmissible because it is manifestly ill-founded, in accordance with article 3 (2) (e) of the Optional Protocol, on the grounds that the authors' claims do not demonstrate that the decisions of the national authorities were manifestly arbitrary or equivalent to a denial of justice that violated a right enshrined in the Covenant. In this regard, the Committee recalls its jurisprudence that its task in considering a communication is confined to assessing whether the facts as described in the communication, including with regard to the application of national law, reveal a violation by the State Party of the economic, social and cultural rights set forth in the Covenant; it also recalls that it is primarily for the courts of the States Parties to assess the facts and evidence in each case and to interpret and apply the relevant legilsation.[4] The Committee's role, then, is solely to determine whether the assessment of evidence or the application of national law was manifestly arbitrary or amounted to a denial of justice that violated a right enshrined in the Covenant.[5]

[3] In this respect, see *I.D.G. v. Spain* (E/C.12/55/D/2/2014), para. 9.3; *C.A.P.M. v. Ecuador* (E/C.12/58/D/3/2014), para. 7.4; *Martins Coelho v. Portugal* (E/C.12/61/D/21/2017), para. 4.2; *Alarcón Flores et al. v. Ecuador* (E/C.12/62/D/14/2016), para. 9.8; *Arellano Medina v. Ecuador*, para. 8.3; *Trujillo Calero v. Ecuador* (E/C.12/63/D/10/2015), para. 9.5; *S.C. and G.P. v. Italy* (E/C.12/65/D/22/2017), para. 6.6; and *M.L.B. v. Luxembourg* (E/C.12/66/D/20/2017), para. 7.2.

[4] *I.D.G. v. Spain*, par. 13.1; *López Rodríguez v. Spain* (E/C.12/57/D/1/2013), para. 12; *Arellano Medina v. Ecuador*, para. 8.10; and *Martínez Fernández v. Spain*, para. 6.4.

[5] Ibid.

6.4 In the present case, the Committee notes that the disputes between the parties concern the interpretation and application of the provisions of domestic law relating to the salaries paid to the authors and, more specifically, compensation for the unpaid hours the authors claim to have worked. The Committee notes that the parties disagree, in particular, on whether the domestic courts have recognized that the authors were not remunerated for hours spent preparing for the school semester, attending teaching staff meetings and visiting business premises, and on whether there is any legal provision for remuneration of such hours. The Committee also notes that, according to the Marseille Administrative Court of Appeal, these hours of work all related to the hours of face-to-face tuition they worked in accordance with their contracts. The Committee observes that the Administrative Court of Appeal noted that, according to article 2 of Decree No. 68-536, the authors were remunerated for each hour of tuition provided by means of an hourly wage determined in accordance with the procedures set out in article 5 of the Decree of 6 October 1950. The Committee notes that, according to the domestic courts, the hours of work that the authors claimed as overtime fell within the scope of their service obligations under article 2 of Decree No. 2014-940 and were therefore covered by their main salary. The Committee also notes that, while the authors argue that the State Party erroneously refers to the legislative framework applicable to "civil servants", the State Party points out that the organization of the work of contractual teachers in local public educational establishments and the terms of their remuneration are identical to those of tenured teachers. The Committee further notes the absence of any other relevant evidence in the file to demonstrate that the domestic courts' conclusion that the applicable domestic law does not prescribe separate remuneration for the specified hours in addition to their main salaries was manifestly arbitrary, or that this law is itself contrary to the Covenant. In this respect, the Committee notes that the authors challenge the interpretation of domestic law by the domestic courts, without demonstrating that this interpretation was arbitrary or that it amounted to a denial of justice. The Committee further considers that the authors have not provided sufficient evidence to demonstrate that their remuneration was contrary to their rights under article 7 (a) of the Covenant. Consequently, the Committee concludes that the authors have not sufficiently substantiated their claims and that the communication is inadmissible under article 3 (2) (e) of the Optional Protocol.

C. Conclusion

7. The Committee therefore decides:

(a) That the communication is inadmissible under article 3 (2) (e) of the Optional Protocol;

(b) That the present decision shall be communicated to the State Party and to the authors.