

MANAGEMENT BOARD DECISION 2022/05 of 10 June 2022

RULES GOVERNING THE EU-OSHA TRAINEESHIP PROGRAMME

THE MANAGEMENT BOARD

Having regard to Regulation (EU) 2019/126¹ of the European Parliament and of the Council of 16 January 2019 establishing the European Agency for Safety and Health at Work (EU-OSHA) and repealing Council Regulation (EC) 2062/94²,

Having regard to the Seat Agreement between the Kingdom of Spain and the European Union (European Agency for Safety and Health at Work) in particular to Article 5, Social Security³,

Having regard to the budget of the Agency, in particular budget item 1522 thereof,

After informing the Staff Committee,

Whereas:

- (1) New rules concerning working time and hybrid working, applicable to staff employed at EU-OSHA, enter into force on 1st July 2022.
- (2) Staff Regulations and Conditions of Employment of Other Servants of the Union do not apply to trainees and therefore these new rules concerning working time and hybrid working conditions do not apply to trainees either.
- (3) EU-OSHA promotes a modern, digital and flexible working environment and thus considers suitable to partly align rules governing traineeship with some of the new working time and hybrid working arrangements.
- (4) It is in the interest of the Agency to adapt some parts of the Decision of the Governing Board 2018/02 of 25 January 2018 to ensure full clarity, better management of traineeship agreements and include measures supporting applicants and trainees with disabilities.
- (5) It is thus necessary to repeal the Decision of the Governing Board 2018/02 of 25 January 2018 on the “Rules governing the EU-OSHA Traineeship programme” and replace it with the annexed revised rules to ensure legal certainty.

¹ OJ L30, 31.1.2019

² OJ L 216, 20.8.1994

³ The Agency shall be exempt from all compulsory contributions to national social security agencies, such as compensation funds, unemployment insurance funds, accident insurance, and others.

HAS DECIDED AS FOLLOWS:

Article 1

The document entitled “Rules governing the EU-OSHA Traineeship programme” annexed to this Decision is hereby adopted.

Article 2

The Decision of the Governing Board 2018/02 of 25 January 2018 on the “Rules governing the EU-OSHA Traineeship programme” is hereby repealed.

Article 3

This Decision shall enter into force on 1st July 2022 and apply to:

- any new trainee starting their traineeship on or after 1st July 2022,
- any trainee whose traineeship started before 1st July 2022 and which is still running for at least 2 months after 1st July 2022.

Done at Bilbao, on 10 June 2022

For EU-OSHA

SIGNED

Michael Gillen
Management Board Chairperson

Annex: Rules governing the EU-OSHA traineeship programme

RULES GOVERNING THE EU-OSHA TRAINEESHIP PROGRAMME

1 General provisions

The EU-OSHA traineeship programme is addressed to young university graduates, without excluding those who in the framework of lifelong learning have recently obtained a university diploma and are at the beginning of a new professional career.

The aims of the traineeship at EU-OSHA are:

- To provide trainees an understanding of the objectives and activities of the Agency.
- To enable trainees to acquire practical experience and knowledge of the day-to-day work of EU-OSHA. To provide the opportunity to benefit from a learning experience within a diverse, multi-cultural, and multi-linguistic environment, contributing to the development of mutual understanding, trust and tolerance.
- To enable trainees to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence. To introduce these graduates to the professional world and the constraints, duties and opportunities therein.

Through its traineeship programme, EU-OSHA:

- Benefits from the input of enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of EU-OSHA.
- Creates long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

2 Organisation of the traineeship programme

- 2.1 Each year, the Executive Director of EU-OSHA shall determine the estimated number of trainees to be hosted, on the basis of the funds available and the capacity of the Agency to accommodate and supervise them.
- 2.2 Trainees are placed under the responsibility of a Head of Unit and a supervisor. The supervisor must guide and closely follow the trainee during his/her traineeship, acting as his/her mentor.
- 2.3 The traineeship programme will be announced on the Agency's website.
- 2.4 Traineeship agreements are initially offered for a period of six months with the option for extension for up to six more months, upon justification by the concerned Head of Unit and considering budget availability. Traineeships can therefore last up to 12 months overall.
- 2.5 Traineeship agreements begin on the 1st or the 16th of the month.
- 2.6 The traineeship shall not give trainees the status of staff of the European Union. It shall confer neither entitlement to employment in the services of the Agency nor priority over other applicants for employment.

3 Eligibility criteria

3.1 Nationality

Trainees are selected from nationals of the Member States of the European Union and Iceland, Norway and Liechtenstein (parties of the EEA agreement).

3.2 **Qualifications**

3.2.1 **University Diploma**

Candidates must have completed the first cycle of a higher education course (i.e. university education of minimum 3 years duration) and obtained a full degree or its equivalent by the closing date for applications.

For declared on-going post-graduate studies an official declaration from the relevant university/institute must be provided.

3.2.2 **Languages**

In order for the trainees to fully profit from the traineeship and to be able to follow meetings and perform adequately,

- applicants from Member States of the European Union must have very good knowledge of at least two official languages of the European Union⁴, of which one must be English, as English is the main vehicular language within EU-OSHA;
- applicants from Iceland, Norway and Liechtenstein must have very good knowledge of English, as English is the main vehicular language within EU-OSHA.

The Agency reserves the right to amend the eligibility criteria as and when necessary. Any such changes will be published on the Agency's website before the opening of the application period.

4 **Application**

4.1 Applications should be made in accordance with the procedures established by the Agency. All necessary instructions are published on the Agency's website. The call for applications will contain specific instructions to candidates concerning the application process, the supporting documents required and the modalities of their submission. Any candidates that meet the minimum eligibility criteria may apply.

4.2 Any candidate with a disability should indicate so in their application, so that EU-OSHA can put in place the necessary means to accommodate the needs of candidates with disabilities during the selection phase and if offered a traineeship, arrange what may be necessary to enable them to take part in the activities of the Agency.

5 **Selection**

5.1 EU-OSHA makes its selection of trainees on the basis of the applications received as per the call for applications for traineeships published on the Agency's website.

5.2 The eligibility check of applicants is carried out by the Human Resources Section. The list of eligible applicants is forwarded to at least two members of staff (Heads of Unit and/or delegated colleague(s)) for the selection of successful candidates.

5.3 Successful candidates are selected on the basis of educational background, qualifications, competences, and motivation. The selection procedure aims to keep, to the best possible level, a diverse pool of short-listed candidates.

5.4 In the course of the selection, short-listed candidates will be contacted for an interview (in presence or remotely) in order to check their competences, motivation, availability, language

⁴ Very good knowledge is required at least at B2 level. The assessment is done in accordance with the Common European Framework of reference for Languages (CEFR) <http://europass.cedefop.europa.eu/sites/default/files/cefr-en.pdf>

skills, and to discuss reciprocal expectations. Candidates might as well be requested to provide further information or documents as part of the selection procedure.

- 5.5 At the end of the process, the Heads of Unit and/or delegated colleague(s) establish a short list with the most suitable candidates to be proposed to the Executive Director.
- 5.6 The Executive Director will make the final decision on the traineeship agreement(s) to be offered.
- 5.7 Successful candidates are informed by Human Resources Section.
- 5.8 Selected trainees are obliged to provide any supporting documents and certificates required by Human Resources Section within the indicated deadline. They are responsible for making sure that they obtain all the documentation required by the national authorities, if necessary. Only once all requested documents have been received can a traineeship agreement be confirmed.
- 5.9 Unsuccessful applicants are not contacted. If an application is unsuccessful, an applicant may re-apply for a subsequent traineeship. It is however necessary to submit a new application together with all supporting documents.

6 Basic allowance, tax, reimbursements, and insurance matters

- 6.1 Trainees are awarded a monthly allowance of 25 % of the basic remuneration of a temporary agent at grade AD 5 /1. The amount of the allowance is set on a yearly basis and evolves in line with the annual revision of the remunerations⁵.
- 6.2 Upon presentation of the proper justification, disabled trainees may receive a supplement to their allowance equal to a maximum of 50% of the amount of the allowance. Human Resources Section may consult the Agency's medical services if necessary.
- 6.3 Allowances awarded to trainees are not subject to the special tax regulations applying to staff of the European Union. Trainees are solely responsible for the payment of any taxes due on the Agency's allowance by virtue of the laws in force in the State concerned. Upon request, a certificate for tax purposes will be provided at the end of the traineeship period. This certificate should state the amount of allowances paid and confirm that tax and social security payments have not been made.
- 6.4 Trainees whose place of selection at the beginning of the traineeship is more than 50 km from the place of assignment are entitled to a reimbursement for the travel expenses incurred at the beginning and end of the traineeship as determined under this article. Where the place of selection is less than 50 km from the place of assignment they are not entitled to it.
- 6.5 Sickness and accident insurance is mandatory. Trainees shall be responsible for organising their own insurance against accidents along with health cover and any insurance required for family members for the duration of their traineeship. Related proofs of cover are part of the documents to be provided as per article 5.8 above.

7 Rights and duties of trainees

7.1 The traineeship

- 7.1.1 Trainees shall be required to comply with the instructions given by their Head of Unit or supervisor and with the administrative instructions issued by Human Resources Section. They must also

⁵ The corresponding amount appears in the call for applications.

comply with the rules governing the traineeship programme and the internal rules governing the functioning of EU-OSHA, in particular the rules concerning good administrative behaviour, security, ethics and integrity, as well as data protection and confidentiality.

- 7.1.2 The trainee shall take part in the work of the Unit and in activities organised for their benefit, keeping to the timetables and programme set. During the traineeship, the trainee shall consult their supervisor on any action they propose to take on their own initiative related to the activities of the Agency.
- 7.1.3 Trainees are allowed to attend meetings in the Agency on subjects of interest to their traineeship (unless these meetings are restricted or confidential), receive documentation and participate in the work of the Unit to which they are attached at a level corresponding to their educational and working background. Subject to the approval of their supervisor and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in a Unit other than the one to which they are attached, unless these meetings are restricted or confidential, with the aim to get an understanding of the objectives and activities of EU-OSHA.
- 7.1.4 Under no circumstances may a trainee on their own represent the Agency with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf. Trainees are not entitled to represent EU-OSHA in any meeting or activity involving external parties.
- 7.1.5 During the last month of their traineeship, trainees who wish so may submit to their supervisor a report on their activities during the traineeship period based on a template provided by Human Resources Section. The supervisor will review it, add any factual elements, discuss it with the concerned trainee, and then send it back to the trainee, copy to Human Resources Section. Upon request from trainees, Human Resources Section shall issue a certificate specifying the length of the traineeship and the unit to which they were attached.

7.2 **Confidentiality and no conflict of interest**

- 7.2.1 Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their traineeship and shall sign a data protection and confidentiality statement. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. They will continue to be bound by this obligation after the end of their traineeship. EU-OSHA reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.
- 7.2.2 Trainees must not have any professional connections with third parties which might be incompatible with their traineeship (i.e. must not work for lobbyists, legal attaches, etc.), and they are not permitted to exercise any other gainful employment during the period of the traineeship which may adversely affect the work assigned during the traineeship. If a conflict of interest should arise during their assignment, trainees should immediately report this to their supervisors and to Human Resources Section in writing.
- 7.2.3 Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the EU-OSHA without the written permission of the Executive Director. Such permission shall be conditional on any terms that the Executive Director may set. All rights in any writings or other work done for EU-OSHA are the property of the Agency.

7.3 **Working time, presence and absences**

- 7.3.1 Trainees should work 8 hours a day, mainly between 08:00 and 19:00.
- 7.3.2 Trainees should be available for interaction with other colleagues from 10.00 to 13.00 and from

15.00 to 16.00 (14:00 to 15.00 on Fridays).

7.3.3 The Agency's official public holidays are applicable during their traineeship.

7.3.4 Trainees are entitled to two days leave per full month. This entitlement is acquired pro rata to the months worked counted from the first day of the month. Days of leave not taken by the end of the traineeship are not paid in lieu. Days taken for participation in any competition, exam or university work, marriage, removal, funeral etc. are to be deducted from this entitlement.

The concerned Head of Unit or supervisor may grant permission to offset any exceptional additional hours worked in one or more days by reducing working hours in the following days, provided that the time slots for interaction under 7.3.2 are still respected.

7.3.5 Trainees shall be present in the office located at their place of assignment (as per their traineeship agreement) for at least 40% (2 days) of their weekly working time.

Given the limited duration of the traineeship agreements, trainees are highly encouraged to be present at the office for as many days as possible in order to take full advantage of the traineeship experience.

7.3.6 In exceptional cases only, trainees will be allowed to be sent on mission on the condition that the mission is of a technical or support nature, and not a representative one. For the reimbursement of these mission expenses, the general procedure of reimbursement provided in the relevant provisions applicable to EU-OSHA will apply.

7.3.7 In case of sickness, trainees must notify their supervisor and Head of Unit immediately, and if absent for longer than three days, must produce a medical certificate, indicating the probable length of absence. Where required in the interests of the service, the trainee shall undergo medical examinations.

8 Teleworking

8.1 Teleworking from the place of assignment

8.1.1 Trainees can make use of the right to telework up to 20% of their weekly working time (1 day) and may telework up to maximum 60% of their weekly working time (3 days), subject to the agreement of their Head of Unit and/or supervisor. They shall get a written agreement (by email, copy to Human Resources Section), which shall set out the chosen teleworking days.

8.1.2 Trainees may choose the way to spread their amount of teleworking over the week (half days and/or full days), subject to the agreement of their Head of Unit (or supervisor).

8.1.3 Trainees who are ill during the days that they agreed to come to the office or who have taken annual leave for these days, do not need to come to the office on other days, unless they prefer to do so.

8.2 Teleworking from outside the place of assignment

8.2.1 Trainees may be authorized to telework from a place other than their place of assignment (as per their traineeship agreement) for a maximum of 5 days during their full traineeship period.

8.2.2 Each request for teleworking from outside the place of assignment requires the prior approval of their Head of Unit.

8.2.3 If trainees are using this possibility all travel costs incurred will be at their own expenses, even if they have to return to their place of assignment earlier for urgency reasons.

9 Termination of the traineeship

- 9.1 The traineeship shall end when the period for which it was offered expires.
- 9.2 The Agency reserves the right to terminate the traineeship if at any moment it becomes apparent that the trainee knowingly made wrongful declarations, or provided false statements or papers at the moment of application or during the traineeship period.
- 9.3 The Executive Director of the Agency may agree to suspend the traineeship for a specific period on receipt of a written request by the individual concerned and after obtaining the opinion of the concerned Head of Unit. The traineeship may only be resumed during the relevant traineeship period and for the length of time still remaining in the agreement between the trainee and the Agency.
- 9.4 The Executive Director of the Agency may terminate the traineeship on receipt of a reasoned request by the trainee made through the concerned Head of Unit and supervisor. Trainees may request termination of their agreement keeping minimum one month notice period.
- 9.5 Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, the Executive Director of the Agency may decide at any time to terminate the traineeship, after hearing the trainee and the concerned Head of Unit and supervisor.
- 9.6 The Executive Director of the Agency, following a justified request by the supervisor and approved by the concerned Head of Unit, reserves the right to terminate the traineeship if the level of the trainee's professional performance or knowledge of the working language is insufficient for the proper execution of their duties.

10 Data protection

The processing of personal data by EU-OSHA is governed by [Regulation \(EU\) 2018/1725](#) of 23 October 2018. By submitting an application for a traineeship, the applicant is understood, to have given his/her consent to the processing of the personal data contained in the application form and the supporting documents requested. The provision of information requested in the application form and the supporting documents is obligatory. Incomplete applications will be excluded from the selection. The personal data in question is collected by EU-OSHA for the sole purpose of the selection of trainees.

For more information, please refer to the privacy statement on protection of personal data in relation to selection and recruitment of temporary agents, contract agents, seconded national experts, and trainees available on the EU-OSHA website.