

DECISION OF THE GOVERNING BOARD 2018/02 RULES GOVERNING THE EU-OSHA TRAINEESHIP PROGRAMME

THE GOVERNING BOARD,

HAVING REGARD to Council Regulations (EC) n° 2062/94 of 18 July 1994 establishing the European Agency for Safety and Health at Work (hereinafter referred to as 'the Agency') and subsequent amendments;

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 Security¹;

HAVING REGARD to the budget of the Agency, in particular budget item 1522 thereof;

After consulting the Staff Committee,

WHEREAS it is in the interest of the Agency to offer a traineeship programme;

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The EU-OSHA Director's Decision n. RSC(10)04 " Traineeships" of 29 September 2010 is hereby repealed.

Article 3

This Decision shall take effect as from the traineeship programme starting in 2018 with a new call for applications for traineeships at the Agency.

Done at Bilbao, on 25.01.2018

(SIGNED)

Károly GYÖRGY
Chairperson of the Governing Board

¹ 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.

ANNEX

Rules governing the EU-OSHA Traineeship programme

1 General provisions

The EU-OSHA traineeship programme is addressed to 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 work in 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 Director shall decide on the number of traineeships to be offered in the Agency, depending on the funds available, the needs of the Agency, and the space capacity to accommodate trainees.
- 2.2 Trainees are placed under the responsibility of 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 The traineeship may last a minimum of six and a maximum of 12 months. Traineeships may not be repeated or extended beyond the maximum length laid down in these rules.
- 2.5 Traineeship agreements are initially offered for a period of six months with the option for extension for a further six months period, upon justification by the Head of Unit and budget availability.
- 2.6 Traineeship agreements begin on the 1st or the 16th of the month.
- 2.7 The traineeship shall not give trainees the status of officials or 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) 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 Union², 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

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.

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 candidates is carried out by the Human Resources and is aimed to verify the eligibility of the applicants. The list of eligible candidates is forwarded to EU-OSHA Heads of Unit for selection of successful applicants.

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

² 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>

a diverse pool of short-listed candidates.

- 5.4 In the course of the selection, short-listed applicants may be contacted for an interview or phone (skype) interview in order to check their availability, language 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 establish a short list with the most suitable trainees to be proposed to the Director.
- 5.6 The Director will make the final decision on the traineeship agreement(s) to be offered.
- 5.7 Successful trainees are informed by letter by Human Resources. They will receive a traineeship agreement in duplicate.
- 5.8 Selected trainees are obliged to provide any supporting documents and certificates required by Human Resources within the indicated deadline. They are responsible for making sure that they obtain all the documentation required by the national authorities, if necessary.
- 5.9 Unsuccessful candidates are not contacted. If an application is unsuccessful, a candidate 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 is subject to the annual revision of the remuneration. For example, a trainee allowance in 2017 is at 1.159,44 EUR/ month³.
- 6.2 Allowances awarded to trainees are not subject to the special tax regulations applying to officials and other servants 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 allowance paid and confirm that tax and social security payments have not been made.
- 6.3 Trainees whose place of selection at the beginning of the traineeship is more than 50 km from the place of employment 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 employment such a reimbursement is not valid.
- 6.4 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. EU insurance card is a common use.

7 Rights and duties of trainees

7.1 The traineeship itself

- 7.1.1 Trainees shall be required to comply with the instructions given by their supervisors, by their Head of Unit to which they are assigned, and with the administrative instructions issued by Human Resources. They must also 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 and confidentiality.
- 7.1.2 The trainee shall take part in the work of the Unit and in activities organised for his/her benefit,

³ Amount is indicated for information purposes and may vary by the time the selected candidate takes up his/her traineeship following the annual revision of the remuneration.

keeping to the timetables and programme set. During the traineeship, the trainee shall consult his/her trainee supervisor on any initiative s/he plans to take with regard to the work of the Agency.

7.1.3 Trainees are allowed to attend meetings in the Agency on subjects of interest to their work (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 his/her 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 At the end of their traineeship, trainees must submit to their supervisor a report on their activities during the traineeship period. The supervisor will then forward this report to Human Resources together with their own report on the trainees. In the light of these reports, the trainees receive, at the end of their traineeship, 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 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 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 Director. Such permission shall be conditional on any terms that the Director may set. All rights in any writings or other work done for EU-OSHA are the property of the Agency.

7.3 **Work time and absences**

7.3.1 Trainees should keep the same hours of work and have the same official public holidays, if they fall during their traineeship, as EU-OSHA's staff.

7.3.2 Trainees are entitled to two days leave per month of service. Days of leave not taken are not paid in lieu. Days taken for participation in any competition, exam or university work, etc. are to be deducted from this entitlement. They shall be required to be present during the core times of work during which all staff must be present. The trainee supervisor and Head of Unit may grant

permission to recover any additional hours worked and absence of more than two days per month of traineeship served where there are just grounds for doing so. The supervisor shall notify the Human Resources section accordingly.

- 7.3.3 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.
- 7.3.4 In case of sickness, trainees must notify their supervisors 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 Termination of the traineeship

- 8.1 The traineeship shall end when the period for which it was offered expires.
- 8.2 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.
- 8.3 The 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 trainee supervisor and 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.
- 8.4 The Director of the Agency may terminate the traineeship on receipt of a reasoned request by the trainee made through the trainee supervisor and Head of Unit. Trainees may request termination of their agreement keeping minimum one month notice period.
- 8.5 Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, The Director of the Agency may decide at any time to terminate the traineeship, after hearing the trainee and the trainee supervisor concerned.
- 8.6 The Director of the Agency, following a justified request by the supervisor and approved by the Head of Unit concerned, 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 his/her duties.

9 Data protection

The processing of personal data by EU-OSHA is governed by Regulation (EC) N° 45/2001. By submitting an application for a traineeship, the applicant is understood, in the sense of Article 5 (d) of the Regulation, 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.