



DIR/2010/429

RULES GOVERNING IN-SERVICE TRAINING AT CEDEFOP

THE DIRECTOR

HAVING REGARD to Council Regulation (ECC) No 337/75¹ establishing a European Centre for the Development of Vocational Training (Cedefop)

HAVING REGARD to the budget of Cedefop and in particular budget line 1113,

WHEREAS it is necessary to draw up rules to govern in-service training organised by Cedefop,

HAS ADOPTED the following rules.

1. RATIONALE OF THE PROGRAMME**1.1. General**

These rules govern the official traineeships scheme of Cedefop. This scheme is addressed mainly to young university graduates but also to PhD students, 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.

Depending on operational priorities, Cedefop may also invite candidacies for traineeships in specific areas (e.g. building maintenance, kitchen, documentation) where the traineeship may be a compulsory requirement in the Higher Education curriculum. Cedefop may also consider specific ad hoc traineeship requests from academic institutions.

1.2. Aims

The aims of the official in-service training of Cedefop are:

- To provide university graduates and PhD students with a unique and first hand experience of the workings of Cedefop, in particular, and of the EU institutions in general. In addition, it aims to provide an understanding of the objectives and goals of the EU integration processes and policies.

¹ As last amended by Council Regulation EC No. 2051/2004.

- To enable such trainees to acquire practical experience and knowledge of the day-to-day work of Cedefop's Areas and services. To provide the opportunity to work in a multi-cultural and multi-linguistic environment, contributing to the development of mutual understanding, trust and tolerance. To promote European integration within the spirit of new governance and through active participation to create awareness of true European citizenship.
- To provide the opportunity to young university graduates 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.

Cedefop, through its official traineeships scheme:

- Benefits from the input of young enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of Cedefop;
- Creates a pool of young people with first-hand experience of and trained in Cedefop's procedures, who will be better prepared to collaborate and co-operate with the European institutions in the future;
- Creates long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

2. ELIGIBILITY

2.1. Nationality

Trainees are selected from nationals of the Member States of the European Union and of candidate countries benefiting from a pre-accession strategy.

2.2. Qualifications

2.2.1. University Diploma

Candidates must have completed the first cycle of a higher education course (university education of a minimum normal duration of 3 years) and obtained a full degree or its equivalent by the closing date for applications. For minimum national qualifications required by the legislation in the country where the diploma was obtained, see the Cedefop website. Any changes in the minimum qualifications will be published on there.

Candidates must provide copies of diplomas (or of relevant official certificates), of all university or post university studies declared in their on-line application. Applications where either the university degree or the CV are missing will not be accepted. For declared ongoing post graduate studies an official declaration from the relevant university must be provided. Applicants whose university or post-graduate diplomas are not issued in one of the official EU languages must

provide a translation of these documents into English.

Applicants are selected on the basis of qualifications and taking account of the operational priorities of Cedefop. An appropriate geographical balance will be maintained.

2.2.2. Languages

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

- Candidates from Member States must have very good knowledge of at least two Community languages, of which one should be English
- Candidates from pre-accession countries must have very good knowledge of at least English.

2.3. Prior employment

Applications from candidates who for a period of more than six weeks:

- have already benefited or benefit from any kind of in-service training (formal or informal, paid or unpaid) within a European institution or body, or
- who have had or have any kind of employment within a European institution or body, including anyone who is or has been an intra-muros consultant or researcher, a temporary staff member, a contract staff member, an auxiliary staff member or an interim staff member of any EU institution, body, delegation or representative office

shall be treated with a lower priority than applications of other candidates.

Candidates should inform the HR service of Cedefop (traineeships@cedefop.europa.eu) of any change in their situation that might occur at any stage of the application process.

3. THE APPLICATION PROCESS

3.1. Submission

Applications must be made in accordance with the instructions published on the website, using the on-line application form. Except in duly justified cases (e.g. disability) no hard-copy application will be accepted.

3.2. Selection procedure

Cedefop makes its selection of trainees on the basis of the applications received. This internal selection procedure is described in Annex I.

Successful candidates will typically have a background relating to the activities of Cedefop. Qualified candidates with an interest in any support function (for example information technologies, legal affairs, internal audit, internal and external communication, personnel, budget, data protection, accounts,

infrastructure services, document management, project management and meeting management) are welcome too. Any candidate who has the minimum qualification by the deadline for applications may apply.

Successful applicants are informed by the Human Resources (HR) Service of the dates of the training period. A copy of these rules is enclosed with the invitation letter.

Selected trainees are responsible for making sure that they obtain the correct visa, where applicable, to enter Greece, and that they obtain all the documentation required by the Greek authorities.

3.3. Unsuccessful application

Only a limited number of traineeships can be offered at each intake. If a traineeship application is unsuccessful, a candidate may re-apply for a subsequent training period. It is, however, necessary to submit a fresh on-line application, together with all supporting documents.

3.4. Withdrawal

At any stage of the application process, applicants may withdraw their application by informing the HR service of Cedefop (traineeships@cedefop.europa.eu) in writing. In such case, they are excluded from any further stage of the process. They may re-apply for a subsequent training period. It is, however, necessary to submit a fresh application, together with all supporting documents.

3.5. Keeping of Files

The keeping of files by Cedefop respects Regulation (EC) n°45/2001 of 18 December 2000 regarding personal data, whether the applications were successful or unsuccessful or withdrawn.

Cedefop will keep applicants' files for no longer than 2 years. Beyond this period, aggregate and anonymised data on traineeship applications will be kept only for statistical purposes.

4. DURATION OF IN-SERVICE TRAINING

There is one trainee intake per year, starting on 1 October. A traineeship may last up to 9 months.

In exceptional and duly justified cases, after agreement with the Area/service in which the traineeship is to be undertaken, the starting date may be deferred, as long as the minimum traineeship period is respected. In any case, traineeships begin on the 1st or the 16th of the month. Training periods may not be repeated and may only exceptionally be extended beyond the maximum length laid down in these rules or beyond the end of the training period.

5. ORGANISATION OF THE TRAINEESHIP

5.1. Training periods begin with a general induction to Cedefop.

- 5.2.** 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. The supervisor must notify immediately the competent service of any significant incidents occurring during the traineeship (in particular professional incompetence, absences, sicknesses, accidents, bad behaviour, or interruption of the traineeship) which come to his/her attention or of which the trainee has informed him/her.
- 5.3** Trainees are required to comply with the instructions given by their supervisors, by their Heads of Area and with the instructions issued by the HR Service. They must also comply with the rules governing the in-service training programme and the internal rules governing the functioning of Cedefop, in particular the rules concerning confidentiality and working hours.
- 5.4.** Trainees are allowed to attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), receive documentation and participate in the work of the department 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 an Area or Service 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 goals of Cedefop.
- 5.5.** Subject to agreement by the Head of Area, trainees may participate in the in-house Greek language training classes. They may also participate in other training offered at Cedefop subject to the agreement of their Head of Area and the availability of places. The final decision on the allocation of training places is taken by the Training Coordinator.
- 5.6.** Trainees must complete the evaluation reports requested by the HR service at the end of their traineeship. In addition, at the end of the traineeship, the supervisors must also complete the relevant evaluation report prepared by the HR service.
- 5.7.** Trainees who have completed the minimum required traineeship period will receive, after their training period, a certificate specifying the dates of their training period and the department in which they were employed.
- 5.8.** Under exceptional circumstances, at the written request of the trainee stating the relevant reasons and with proper justification, the Head of HR may, after consultation with the supervisor and the Head of Area to which the trainee is assigned, authorise an interruption of training for a given period. The grant (see section 10.1) is then suspended and the trainee is not entitled to reimbursement of any travel expenses incurred during that period.
The trainee may return to complete the unfinished part of the training, but only up to the end of the same training period. No extension is possible.

- 5.9.** If a trainee wishes to terminate his/her traineeship earlier than the date specified in the invitation letter, a written request must be submitted by the trainee to the HR service for approval. This request, stating the relevant reasons, must be submitted at least three weeks in advance of the new termination date foreseen, via his/her supervisor and the Head of Area. Trainees may only terminate their traineeship on the 31st and 15th of the month. Where appropriate, the equivalent part of the grant must be reimbursed to Cedefop.
- 5.10.** Trainees will be accommodated to the extent possible within the available office space of the Area to which they are allocated.

6. FUTURE EMPLOYMENT

Admission to a traineeship does not confer on trainees the status of officials or that of other servants of the European Communities, nor does it entail any right or priority with regard to an appointment in the services of Cedefop.

Trainees can apply during their in-service training to external Cedefop selection procedures if they fulfil the advertised minimum criteria. In-service training can never lead to a temporary agent contract or a contract agent contract without the successful outcome of an external selection procedure.

7. ABSENCES

7.1. Holidays

Trainees must keep the same hours of work and have the same official public holidays, if they fall during their traineeship, as Cedefop staff.

Trainees are entitled to 2 days leave per month. This entitlement is acquired pro rata to the months worked counted from the first day of the month. 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.

The HR service oversees that the above rules are respected. Leave requests should respect the needs of the Service. They must first be approved by the supervisor.

7.2. Absence in case of sickness

In case of sickness, trainees must notify their supervisors immediately, and if absent for longer than two days, must produce a medical certificate, indicating the probable length of absence, which must be forwarded to the medical officer. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.

7.3. Absence without prior authorisation

When trainees are absent without justification or without notifying their

supervisor and the HR service, the HR service will request a written justification for his/her unauthorised absence. The days of unauthorised absence are automatically deducted from the trainee's leave entitlement. The HR service may propose to the Heads of Area, following examination of the justification given, or if no justification is received after this deadline, to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to Cedefop.

8. CONDUCT AND OBLIGATIONS OF TRAINEES

- 8.1.** Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their training. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. They will be asked to sign a confidentiality undertaking at the beginning of the traineeship. They will continue to be bound by the obligation of confidentiality and professional discretion obligation after the end of their training. Cedefop reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.
- 8.2.** During their training, trainees must consult their supervisors or, if unavailable, their Head of Area, on any action they propose to take on their own initiative relating to the activities of Cedefop.
- 8.3.** 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 attachés, 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 supervisor and the HR service in writing.
- 8.4.** Trainees must respect the same rules for contacts with the Press as other Cedefop staff and follow the instructions provided. Cedefop reserves the right to terminate the traineeship and to pursue any person who does not respect this obligation.
- 8.5.** Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of Cedefop without the written permission of the relevant services. Such permission is subject to the conditions in force for all Cedefop staff. All rights, for any articles or other work done for Cedefop, are the property of Cedefop.

9. SANCTIONS

- 9.1.** Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, the Head of HR, in response to a reasonable request by the supervisor and approved by the Head of Resources- after hearing the trainee-, may at any moment decide to terminate the traineeship.

9.2. The HR service, following a justified request by the supervisor and approved by the Head of Area 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.

9.3. The HR service 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.

10. FINANCIAL MATTERS

10.1. Basic grant

Trainees will be awarded a monthly maintenance grant. The amount of the grant is decided by Cedefop and revised on a regular basis. The grant is dependent on budgetary constraints. The amount of the basic grant will be published on the website.

If the trainee terminates his/her traineeship early, he/she will be required to reimburse that part of the grant, which he/she may have received, relating to the period after the termination date.

If the traineeship is terminated by Cedefop payment of the grant will be stopped with immediate effect.

10.2. Insurance

10.2.1. Sickness insurance is compulsory. Cedefop does not cover sickness insurance. Trainees must contract such insurance prior to the start of their traineeship at Cedefop and must provide the HR service with proof of their sickness insurance coverage.

10.2.2. During the in-service training a trainee is only personally insured against the risk of accidents on the same terms as persons at Cedefop not covered by the Staff Regulations.

10.3. Disability allowance

Upon presentation of the proper justification, disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. The objective of this extra payment is to help disabled trainees to cover extra expenses such as transport, the cost of special accommodation etc. which might be required due to their disability. The HR service may consult the medical officer of Cedefop if necessary.

10.4. Travel expenses at the beginning and end of the in-service training

Travel expenses at the beginning and end of the in-service training will be reimbursed in line with the rules applicable at Cedefop.

Trainees whose place of residence is less than 50 km from the place of

employment are not entitled to a travel allowance.

If the traineeship is terminated by Cedefop the cost of the travel back will not be borne by Cedefop.

10.5. Individual missions

In exceptional cases only, the Director may, at the duly justified request of the Head of Area concerned, grant authorisation for a trainee to be sent on mission.

This authorisation entitles trainees to reimbursement of mission expenses in accordance with Cedefop missions guide and the expenses are charged to the missions budget of the Area.

The HR service should always receive a copy of the signed mission order.

11. TAX ARRANGEMENTS

Maintenance grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Communities. Trainees are solely responsible for the payment of any taxes due on Cedefop grants by virtue of the laws in force in the State concerned. On request, the HR service will provide a certificate for tax purposes at the end of the traineeship period. This certificate will state the amount of grant received and confirm that tax and social security payments have not been made.

12. FINAL PROVISIONS

These rules take effect on 9 July 2010 and supersede the rules DIR 02/2009 of 27 February 2009.

(signed)

Aviana Bulgarelli
Director