RULES GOVERNING THE EUROCONTROL TRAINEESHIP PROGRAMME

Text adopted by Decision No XVII/13 (2016) of the Director General, dated 1/07/2016
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CHAPTER 1 – PURPOSE

ARTICLE 1   OBJECTIVES

The objective of these Rules shall be to provide a framework for the EUROCONTROL Agency Traineeship Programme (hereinafter referred to as “the Programme”).

The Programme is aimed at students who are still in higher education (university or equivalent) and for whom a traineeship forms part of their education programme, or at students who have recently graduated.

Under the Programme, EUROCONTROL aims to provide eligible candidates with the opportunity to:

• Become acquainted with and acquire an insight into the working methods of an international organisation;
• Put into practice knowledge acquired during their studies and possibly gain new skills;
• Be introduced to the work environment and the constraints, duties and opportunities therein.

Through its Programme, EUROCONTROL:

• Fosters diversity and equality, by hosting students and graduates from its Member States with due regard to nationality and gender balance;
• Benefits from the input of enthusiastic students and graduates, who can contribute fresh views using up-to-date academic knowledge, and hence help enhance the skills and knowledge base;
• Invests in a pool of “goodwill ambassadors” who, having been exposed to its mission, values, work processes and procedures, will be prepared to integrate into relevant organisations, both within and outside its Member States, and to cooperate in the field of the Agency’s activities in the domain of Air Traffic Management and other related activities.

CHAPTER 2 – ADMISSION

ARTICLE 2   ELIGIBILITY CRITERIA

The Programme shall be open to students who have recently obtained their degree or who are engaged in an educational programme with a view to obtaining a degree or postgraduate qualification (including doctorates).

For students who have recently obtained a final degree, the start date of the traineeship must be within twelve (12) months of completion of their studies (date as indicated on the degree/diploma).
In order to be eligible, the applicants for the Programme must:

- Be nationals of EUROCONTROL\(^1\) or ECAC\(^2\) Member States.
- Have reached the age of majority under the law in force in the State of their primary nationality on the start date of the traineeship.
- Have a thorough knowledge of one of the working languages of the Agency (French and English) and a satisfactory knowledge of the other. Trainees applying for traineeships at the Upper Area Control Centre in Maastricht, the Netherlands must have an excellent knowledge of English.
- Knowledge of other Member States' languages is an asset.

**ARTICLE 3 APPLICATION AND SELECTION PROCEDURES**

**3.1 Traineeship opportunity**

On the basis of the needs of a service, the Agency shall publish traineeship opportunities on the EUROCONTROL website. A traineeship opportunity may also be offered without any announcement if the ideal candidate has been identified by alternative means, such as partnership with specific universities.

A traineeship opportunity shall indicate to which of the Agency’s locations (Brussels, Brétigny, Luxembourg or Maastricht) the selected candidate(s) will be assigned.

**3.2 Application procedure**

Candidates must apply on-line, as per the instructions for applicants provided in the announcement. They must provide all supporting documentation requested, such as:

- Copy of their ID card or passport;
- Copy of their education certificates and diplomas;
- Proof of enrolment in post-secondary education (e.g. student card, certificate from educational establishment, etc.);
- Educational transcript (list of courses taken and grades earned);
- Any other specific documentation requested in the announcement or in the Agreement (contract) relating to the traineeship.

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1 EUROCONTROL currently has 41 Member States: Albania, Armenia, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, the former Yugoslav Republic of Macedonia, Turkey, Ukraine and the United Kingdom.

2 ECAC currently has 44 Member States: all EUROCONTROL Member States plus Azerbaijan, Iceland and San Marino.
3.3 Selection procedure

a) Selection process

Applications shall be sent to the recruiting service for screening purposes.

The Agency makes its selection on the basis of the applicant’s merits, the relevance of the applicant’s profile for its specific needs and the applicant’s availability. Candidates may be required to undergo a telephone or face-to-face interview involving the hiring manager, the traineeship mentor and a representative from Human Resources. Candidates may also be required to provide further information (i.e. reference letter) and to take tests (e.g. language test and/or a work-related test relevant to the traineeship subject matter).

b) Communication with applicants

All candidates will be informed of the outcome of their application.

Unsuccessful applicants may re-apply for other traineeship opportunities by submitting new applications. There is no appeal procedure.

Successful applicants shall receive an email confirming the dates of the traineeship period and their host business area as well as a copy of these rules.

c) Final supporting documents

Before the start of the traineeship, the selected candidates must provide proof of medical insurance cover under a national or private social security scheme which covers them during the traineeship (medical and accident cover, including travel). Upon request and if necessary, the selected candidates may be requested to provide a recent criminal record sheet issued by the competent authority of the country of which they are nationals.

Failure to provide such documents within a reasonable time shall result in the cancellation or termination of the traineeship.

ARTICLE 4 TRAINEESHIP AGREEMENT

A traineeship Agreement, drawn-up in conjunction with these Rules, shall be established and must be signed by the trainees before the start of the traineeship.

The Traineeship Agreement will provide the selected applicant with the necessary information regarding the assignment and the related terms and conditions.

The Traineeship Agreement shall not constitute an employment contract.
The Agency may, in duly justified cases, accept modifications to its standard Traineeship Agreement or accept a different format proposed by the candidate’s educational establishment.

CHAPTER 3 - TRAINEESHIP CONDITIONS

ARTICLE 5 TRAINEESHIP MENTOR AND HOST MANAGER

• Trainees should perform their assignment under the supervision and guidance of a EUROCONTROL member of staff who will act as the mentor for the duration of the traineeship.

• The mentor shall establish the objectives of the traineeship and communicate them to the trainee and, if applicable, to the trainee’s educational establishment.

• The mentor shall act as the trainee’s sole reporting line.

• The mentor’s line manager shall act as “host manager” and serve as contact person for all matters related to the traineeship, at the request of the trainee or the traineeship mentor.

• Trainees with relatives/family members who are employed by EUROCONTROL shall not be assigned to work in the same service as their relative/family member. Trainees should not be supervised, directly or indirectly, by a relative/family member.

• Mentors shall ensure the guidance and mentoring of the trainees assigned to them. They shall pay attention to the trainee’s performance, deliverables and conduct and, where appropriate, report any significant incidents or circumstances (i.e. repeated absences, unsatisfactory contributions, breach of standards of conduct, etc.) to the host manager and to the Directorate in charge of Human Resources.

ARTICLE 6 TRAINEESHIP PERIOD

6.1 Duration of the traineeship

• The traineeship period shall range from a minimum of three (3) months to a maximum of twelve (12) months. This period shall be determined by the host manager and the mentor in accordance with the needs of the Agency and the budgetary funds available.

• The total traineeship period for one or more traineeship opportunities may not, however, exceed 12 months for any given trainee.

• The traineeship period starts on the first working day or the 16th day of the month and ends on the 15th or last day of the month.

• In very exceptional circumstances, duly justified for business reasons, the Director in charge of Human Resources may authorise a derogation from the minimum period above, i.e. a traineeship duration of less than 3 months and without any allowances.
6.2 Extension of the traineeship

A traineeship period may be extended within the limit of (12) months as set out above.

Following an initial traineeship not exceeding 12 months, a new Agreement shall be drawn up if there is an interruption between the first and second period or if the Directorate/Service changes.

In the event of an interruption of at least one month between two traineeship periods, travel expenses shall be reimbursed again at the beginning and at the end of the traineeship, in accordance with Article 12.

6.3 End of the traineeship

A traineeship shall end when the period for which it is awarded expires.

a) End of traineeship report

At the end of their traineeship programme, trainees should submit to their mentors a report on their activities during the training period.

b) Traineeship assessment report

At the end of the traineeship, the mentor and the trainee shall complete a traineeship assessment report on the trainee’s performance and submit a copy to the Directorate in charge of Human Resources.

c) Traineeship certificate

At the end of the traineeship, the trainee shall receive a traineeship certificate signed by the mentor. The certificate specifies the duration of the traineeship programme and the division to which the trainee was assigned.

A statement of the assignment(s) carried out during the traineeship and an assessment of the performance may also be provided by the mentor upon request.

6.4 Early termination of traineeship

A traineeship shall end when the period for which it is awarded expires. A traineeship may, however, be terminated at the request of the mentor or the trainee before the agreed end date.
a) **Early termination of traineeship by the Agency**

Following a request by the mentor and approved by the host manager, the Directorate in charge of Human Resources shall 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 the assignment.

The traineeship may also be terminated if the mentor and/or the Directorate in charge of Human Resources discover(s) that the trainee is repeatedly absent, made wrongful declarations, or provided false statements or documents at the time of application or during the traineeship period.

The Directorate in charge of Human Resources shall inform the trainee concerned in writing with at least two weeks’ notice.

Depending on the seriousness of the reasons for termination, the Agency may decide to terminate the Traineeship Agreement forthwith, suspend access to the site and settle the two weeks’ notice.

Early termination of traineeship shall result in termination of payment of the traineeship allowance. The trainee shall be required to reimburse the proportion of the traineeship allowance corresponding to the period of the traineeship not performed and any leave days taken in advance.

b) **Early termination of traineeship by the trainee**

The trainee may terminate a traineeship prior to the scheduled end date by giving his/her mentor at least two weeks’ notice in writing. The new end date of the traineeship must be the 15th or last day of the month.

The trainee shall immediately inform the Directorate in charge of Human Resources if he/she intends to terminate the traineeship prior to the scheduled end date. Early termination of traineeship shall result in termination of payment of the traineeship allowance. The trainee shall be required to reimburse the proportion of the traineeship allowance corresponding to the period of the traineeship not performed and any leave days taken in advance.
ARTICLE 7 ATTENDANCE AND ABSENCES

7.1 Working hours

Traineeship opportunities are only offered on a full-time basis (40 hours per week).

Trainees must comply with the working hours in force at the Agency. The number of hours worked shall be determined by the normal working arrangements at the place of assignment. Tasks shall be performed during standard working hours.

The Agency provisions on teleworking arrangements shall not apply to trainees.

7.2 Overtime

Trainees shall not work overtime. However, if for duly substantiated reasons trainees have exceptionally been asked to work overtime at the request of the mentor, they should be compensated by time off in lieu, subject to the prior agreement of the host manager.

7.3 Time compensation

Where in exceptional circumstances, trainees are requested to work more than the standard working hours (40 hours/week), they shall be granted time compensation within a maximum of two days per month.

Subject to prior authorisation of the mentor, compensatory leave must be taken at the latest on the month following the one during which the additional time was performed.

Compensatory leave shall be taken in the form of half days or full days and cannot be accumulated.

If trainees work less than the standard time, a deduction shall be made.

7.4 Leave

a) Leave

Trainees shall be entitled to two (2) days’ leave per month of traineeship. Leave shall be requested in advance and shall be approved by the mentor.

Leave may be taken all at once or in several periods as desired by the trainee and in accordance with the requirements of the service.

Leave days not taken shall not be paid in lieu.
Absences in addition to the leave, excluding absences for sick leave or special leave, shall result in a deduction from the traineeship allowance based on the working days of the month during which the trainee is absent.

b) Public holidays

A list of public holidays shall be drawn up annually by the Director General for each service and site. Trainees shall be entitled to the EUROCONTROL public holidays which fall during the period of their traineeship. Trainees shall not be entitled to any of the compensation days referred to on this list.

c) Sick leave

Trainees shall provide evidence (i.e. a medical certificate) of their inability to perform their assignment because of sickness or an accident where the duration of such an absence exceeds 1 day per month.

Trainees must notify their mentor of their incapacity on the first day of absence and inform him/her of any possible extension thereto.

Where an absence falls on a Friday and continues to the Monday, the weekend in between is taken into account as days of absence. This absence shall not be deemed an uncertified absence, and the trainee concerned must provide a medical certificate.

Sickness-related absence without a medical certificate may not directly precede or directly follow a planned period of leave or special leave. In such a case, if the absence is not certified, it will be deducted from the leave.

Repeated absences or an extended duration of sick leave shall lead to termination of the traineeship assignment in accordance with Article 6.4.a.

d) Special leave

Subject to the submission of supporting documents, trainees shall be granted special leave days, within the limits set out below.

Special leave may be taken as full days or in half-days.

Special leave may be combined with leave and EUROCONTROL public holidays.

Special leave should in principle be taken on the day of the event or shortly beforehand/thereafter.

Special leave shall be granted in the following circumstances:
• Death of a family member: mother / father / brother / sister / spouse / child / grandparent:  
  2 days

• Court appearance as a witness in a case:  
  1 day

Special leave for court appearance shall be granted only if the trainee is summoned to testify in a case in which he/she is not involved (i.e. is not under investigation), is not the party bringing a civil action, or is not the respondent.

• Elections away from the place of assignment:  
  1 day

Special leave for elections shall be granted only if voting takes place on a working day which is not a EUROCONTROL (public) holiday and if it is not possible to vote by post or at the embassy or consulate at the place of assignment without compromising the right to vote in other elections.

• Job interviews:  
  2 days

Special leave for job seeking shall be granted to trainees whose traineeships last a minimum of six (6) months. The two days may only be taken in relation to job interviews taking place during the two months preceding the end of the traineeship period.

• Exams:  
  2 days

Special leave for exams shall be granted where the traineeship is part of the trainee’s educational programme. It is granted to sit final exams or to defend a thesis in order to obtain the final degree.

The provisions under Article 7.3.a and 7.3.d above are only applicable to trainees performing a traineeship of at least three months.

ARTICLE 8 MISSIONS

In exceptional cases only, the host manager may, at the request of the mentor concerned stating the business reasons thereof, authorise a trainee to be sent on mission.

Trainees must, in principle, be accompanied by an Agency staff member and shall not represent the Agency.

Trainees must ensure that they are fully covered by their health insurance policy during the mission, including any accidents that may occur while travelling.
The provisions of the EUROCONTROL Missions Guide relating to the reimbursement of mission expenses shall apply by analogy to trainees.

**ARTICLE 9 TRAINING AND AWAY DAYS**

Trainees on traineeships of a minimum period of six (6) months may:

- be allowed to take part in the Agency's mainstream corporate training programme if the training is directly related to the objectives of the traineeship and if slots are available.
- be allowed to take part in external training organised for the Unit/section or team to which they are assigned. Individual external training is not allowed.
- be allowed to participate in away days of the Unit/Section/team to which they are assigned.

**CHAPTER 4 – FINANCIAL MATTERS**

**ARTICLE 10 TRAINEESHIP ALLOWANCE**

A monthly traineeship allowance shall be granted where the duration of the traineeship is at least three (3) months. The monthly traineeship allowance shall be EUR 900.

**ARTICLE 11 TAXES**

Trainees are not subject to the Staff Regulations governing officials of the EUROCONTROL Agency. The traineeship allowances paid to them are therefore not subject to the tax regulations applicable to Agency staff. Trainees have sole responsibility for the payment of any taxes due on the allowance they receive from the Agency under the laws in force in the State concerned.

Admission to the EUROCONTROL traineeship programme does not confer on trainees the status of a EUROCONTROL staff member. Trainees do not benefit from any privileges and immunities granted by the host country to Agency staff.

**ARTICLE 12 TRAVEL AND ACCOMMODATION EXPENSES**

12.1 Travel expenses

The Agency shall contribute towards trainees’ travel expenses incurred at the beginning and end of traineeship where the place of recruitment of the trainees is more than 50 km away from the place of assignment. The distance shall be calculated on the basis of the most direct and shortest route (by road) between the place of recruitment and place of assignment.

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12.2 Reimbursement of additional expenses

The Agency shall reimburse, upon presentation of the relevant documents, additional expenses incurred by the trainees in order to comply with compulsory administrative formalities triggered by participation in the traineeship, such as the issuing of visas.

Expenses related to the sickness and accident cover described under Article 13 below and expenses related to the trainees’ accommodation at the place of assignment are the sole responsibility of the trainees and shall not be reimbursed.

CHAPTER 5 – OBLIGATIONS

ARTICLE 13 SICKNESS, ACCIDENT AND TRAVEL INSURANCE

Trainees are not subject to the Staff Regulations governing officials of the EUROCONTROL Agency. Consequently, trainees do not benefit from the sickness and accidents insurance cover provided by the Agency to staff. Trainees must be insured under a national or private social security scheme, covering medical expenses, hospitalisation as well as accidents at the place of assignment. The insurance should also include cover in connection with travel to take up the assignment and leave the Agency. The insurance shall also include cover if the trainees need to travel to other EUROCONTROL sites or go on mission.

The Agency shall provide cover in respect of the consequences of accidents on its premises for which it is legally liable.

ARTICLE 14 TRANSFER OF OWNERSHIP OF WORK

With the exception of the traineeship assessment report, all rights relating to any written or other work performed by trainees during their traineeship shall be the property of the Agency. The Agency shall have the right to make use of any work performed by the trainee for its own purposes, with no obligation to pay any fees or royalties. Trainees shall be duly acknowledged where any use is made of their work by the Agency. Trainees may publish their original work with the prior authorisation of EUROCONTROL.

The Agency shall become the exclusive owner of all underlying property rights of any invention or discovery made by trainees during or in connection with their traineeship. The Agency may, at its own expense and in its own name, apply for and obtain patents for such inventions in any country it deems appropriate. Any invention or discovery made up to one
year after the end of a traineeship shall be deemed prima facie to have been made during or in connection with the traineeship.

The Director General may award a special bonus to a trainee who is the author of an invention or discovery considered to be in the interests of the Agency.

ARTICLE 15 ETHICS AND CONDUCT

Trainees must comply with the Agency security rules and its health and safety policies. The provisions of the Agency code of conduct and its annexes shall apply, by analogy, to trainees, particularly with regard to the following:

- Confidentiality
  Trainees shall exercise the greatest discretion with regard to all facts and information which come to their knowledge during their traineeship. They must in no way disclose to any unauthorised person any document or information not already made public. They shall continue to be bound by this obligation after the end of their traineeship.

- Integrity
  Trainees shall behave with integrity and courtesy with due respect to dignity.

- Conflict of interest
  Trainees must declare any connections with third parties which might be incompatible with their assignment. Trainees are not permitted to exercise any other gainful or non-gainful activities during the period of traineeship which may create a presumption of conflict of interest or adversely affect their performance during the traineeship. If a conflict of interest arises during their assignment, trainees should immediately report this to their mentor.

- External contacts and publications
  Trainees shall be subject to the same policies with regard to contact with external parties and in particular the press. Trainees must not, either alone or with others, publish or cause to be published any matters dealing with the work of the Agency without the prior written permission of EUROCONTROL. The Directorate in charge of Human Resources should receive a copy of such permission together with a copy of any publication (including thesis) or article published.

  Any violations by a trainee must be reported to the Directorate in charge of Human Resources, the mentor or his/her line management. The Directorate in charge of Human Resources shall decide, after considering all available information, whether there are grounds to terminate a traineeship.

ARTICLE 16 VISAS, PERMITS AND REGISTRATION
16.1 Visa formalities and permits

Where applicable, trainees bear the entire responsibility for requesting and obtaining the necessary visas or other documents allowing them to travel to and reside at the place of assignment. The Directorate in charge of Human Resources shall facilitate such formalities by issuing the necessary certifications when needed.

Nationals of a country outside the European Economic Area or of Switzerland must contact the embassy or consulate of the country of destination for detailed information on visa formalities.

Trainees should not require a work permit for a traineeship at EUROCONTROL.

16.2 Registration and residence permits

As soon as trainees reach their place of traineeship, they must register with the administrative authorities of the place where they are taking up residence within the deadline laid down under the law in force in the country of residence concerned.

Trainees shall themselves be responsible for ensuring that they comply with the laws of the country of their traineeship, and are advised to check the details regarding registration and any residence permit requirements before they arrive or immediately upon arrival.

CHAPTER 6 – FINAL PROVISIONS

ARTICLE 17 PROTECTION OF PERSONAL DATA

The purpose of processing the data submitted by applicants is to manage each application with a view to possible selection under the Traineeship Programme.

The personal data provided to the Agency will be processed in accordance with the EUROCONTROL Regulation on Personal Data Protection.

ARTICLE 18 ENTRY INTO FORCE

These Rules shall enter into force on 1 July 2016 and shall replace the EUROCONTROL Agency Traineeship Programme Rules dated March 2011.

By way of derogation, the new provisions concerning the reimbursement of travel expenses of these Rules shall not apply to traineeships concluded under the Rules dated March 2011.