



Brussels, 3.12.2018
COM(2018) 793 final

2018/0408 (NLE)

Proposal for a

COUNCIL DECISION

**on the position to be taken on behalf of the European Union
in the Regional Steering Committee of the Transport Community
as regards certain budgetary and personnel matters in relation to the implementation of
the Treaty establishing the Transport Community**

EXPLANATORY MEMORANDUM

1. SUBJECT MATTER OF THE PROPOSAL

This proposal concerns the decision establishing the position to be taken on behalf of the European Union in the Regional Steering Committee set up under the Treaty establishing the Transport Community ('the TCT') as regards the envisaged decisions on certain budgetary and personnel matters in relation to the implementation of the TCT, relevant to the initiation of the work by the Permanent Secretariat of the Transport Community.

2. CONTEXT OF THE PROPOSAL

2.1 The Treaty establishing the Transport Community

Following signature, the TCT is applied provisionally in accordance with Article 41(3) thereof. By 25 October 2018, Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo* (hereinafter referred to as Kosovo) Montenegro and Serbia had ratified the TCT. For the Union, provisional application is provided by the Council Decision on the signing, on behalf of the European Union, and provisional application of the Treaty establishing the Transport Community¹.

The European Union is a party to the TCT.

2.2 The Regional Steering Committee

The Regional Steering Committee is established by Article 24 of the TCT to be responsible for the administration of the TCT and to ensure its proper implementation. For this purpose, it shall make recommendations and take decisions in the cases provided for in the TCT. Notably, the Regional Steering Committee:

- (a) prepares the work of the Ministerial Council,
- (b) decides on the establishment of technical committees,
- (c) makes recommendations and takes decisions in accordance with the TCT,
- (d) as regards newly adopted EU acts, takes appropriate action, notably through the revision of Annex I to the TCT,
- (e) appoints the Director of the Permanent Secretariat after consulting the Ministerial Council,
- (f) may appoint one or more Deputy Directors of the Permanent Secretariat,
- (g) lays down rules of the Permanent Secretariat,
- (h) may review, by way of a decision, the level of budget contributions,
- (i) adopts the annual budget of the TCT,

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

¹ OJ L 278, 27.10.2017, p. 1.

(j) adopts a decision specifying the procedure for the implementation of the budget, for presenting and auditing accounts and for inspection,

(k) takes decisions on disputes brought by the Contracting Parties,

(l) adopts general principles in the area of access to documents, in respect of documents held by bodies established by, or under, the TCT,

(m) adopts annual reports to the attention of the Ministerial Council on the implementation of the Comprehensive Network;

(n) in respect of certain Union acts, establishes time limits and ways for the transposition by the South East European Parties.

The Regional Steering Committee consists of one representative and one alternate representative of each Contracting Party. Participation as observer shall be open to all EU Member States. The Regional Steering Committee acts by unanimity.

2.3 The envisaged acts of the Regional Steering Committee

The draft Council decision concerns the adoption of decisions by the Regional Steering Committee on certain budgetary and personnel matters in relation to the implementation of the TCT and relevant to the initiation of the work by the Permanent Secretariat.

The envisaged decisions will become legally binding on the parties under Article 24(1) in combination with Articles 30 and 35 of the TCT.

Budget

The contribution to the budget of the Transport Community is set out in Annex V to the TCT. The share of the Union amounts to 80% of the budget, while the remaining 20% shall be provided by the Western Balkans parties.

The EU has earmarked funding to support the Permanent Secretariat of the Transport Community through two decisions, in 2017, for an amount of **EUR 1.0 M** (Decision C(2017) 5343 final of 27.7.2017, adopting a Multi-country Action Programme for the year 2017) and in 2018, for an amount of **EUR 2.0 M** (Decision C(2018) 5074 final of 31.7.2018, adopting a Multi-country Action Programme for the year 2018). The amount of funding made available by the Union amounts to **EUR 3.0 M**.

In absence of an appointed Director, a budget has been set up for the year 2019, taking into consideration the progressive appointment of the staff of the Permanent Secretariat. The budget should cover the costs of setting up the Permanent Secretariat as well as its running costs. It should be noted that, according to Annex I to the Headquarters Agreement between the Transport Community and Serbia, the host country, Serbia shall provide free of charge the offices, furniture and security of the Permanent Secretariat. In view to cover the costs of recruitment of the Director and Deputy Director as well as certain costs related to the setting up of the Permanent Secretariat, not addressed in the Head Quarters' Agreement with the host country, it is proposed to charge the Commission, on a temporary basis, with the implementation of the budget. The draft decision of the Regional Steering Committee on the budget of the Transport Community covering the year 2019 as well on the empowerment of the Commission as Budgetary Authority is included as Annex I to the draft Council Decision.

Rules on recruitment, working conditions and geographical equilibrium

The Rules on the recruitment, working conditions and geographical equilibrium of the staff of the Permanent Secretariat lay down the basic rules for the recruitment of all staff, including the senior management of the Permanent Secretariat (Director and Deputy Director). They are based on the relevant rules of the Energy Community Secretariat and amended, where necessary, taking into account the experience with the latter and the specificities of the Transport Community.

The draft decision of the Regional Steering Committee on the Rules on recruitment, working conditions and geographical equilibrium is included as Annex II to the draft Council Decision.

Staff Regulations of the Permanent Secretariat

The Staff Regulations have been prepared to ensure that the Secretariat can recruit staff having high standards of competence, efficiency and integrity required by the Transport Community. The Staff Regulations are largely inspired by the Staff Regulations of the Energy Community Secretariat and amended, where necessary, taking into account the experience with the latter and the specificities of the Transport Community.

The draft decision of the Regional Steering Committee on the Staff Regulations of the Secretariat is included as Annex III to the draft Council Decision.

Vacancy notices for the Director and the Deputy Director of the Permanent Secretariat

The Director will be responsible for the implementation of the budget of the TCT and for the proper functioning of the Permanent Secretariat. The Deputy Director will be responsible for financial and personnel matters in relation to the Permanent Secretariat. It is important to ensure that highly qualified and experienced candidates will apply to both posts. The vacancy notices set out the requirements accordingly.

The draft decisions of the Regional Steering Committee on the Vacancy notices for the Director and the Deputy Director of the Secretariat are included as Annex IV and V to the draft Council Decision.

Launching the recruitment of the permanent Director and Deputy Director does not preclude the possibility – if deemed necessary – to propose, in parallel, the appointment of an interim director whose role will be, before the permanent Director takes office, to ensure a smooth transition between SEETO which mandate terminates on 31 December 2018 and the Transport Community and to technically set up the Permanent Secretariat.

3. POSITION TO BE TAKEN ON THE UNION'S BEHALF

It is important that the Regional Steering Committee adopts decisions necessary for the implementation of the TCT, in particular those necessary for the initiation of the work by the Permanent Secretariat. As the Union is a party to the TCT, it is necessary to establish a Union position.

In this respect, it shall be recalled that the TCT is one element liable to strengthen regional cooperation within the Western Balkans, as further explained in the Commission's proposal for a Council decision on the signing of the TCT [COM(2017)324 final, sub "General Context"].

4. LEGAL BASIS

4.1 Procedural legal basis

4.1.1 Principles

Article 218(9) of the Treaty on the Functioning of the European Union (TFEU) provides for Council decisions establishing "*the positions to be adopted on the Union's behalf in a body set up by an agreement, when that body is called upon to adopt acts having legal effects, with the exception of acts supplementing or amending the institutional framework of the agreement*".

The concept of '*acts having legal effects*' includes acts that have legal effects by virtue of the rules of international law governing the body in question. It also includes instruments that do not have a binding effect under international law, but that are '*capable of decisively influencing the content of the legislation adopted by the EU legislature*'².

4.1.2 Application to the present case

The Regional Steering Committee is a body set up by an agreement, namely the TCT.

The acts which the Regional Steering Committee is called upon to adopt constitute acts having legal effects. The Regional Steering Committee is empowered to lay down rules of the Permanent Secretariat in accordance with Article 30 of the TCT and to appoint the Director and one or more Deputy Directors. Moreover, under Article 35 of the TCT, the Regional Steering Committee is empowered to adopt the budget. By their nature, and as a matter of international law governing the Regional Steering Committee, those rules contain elements that affect the legal position of the parties to the TCT and therefore also of the Union. Consequently, they must be considered as having legal effects.

As regards the appointment of the Director and the Deputy Director, the envisaged decision of the Regional Steering Committee so far only concerns the respective vacancy notices. However, those notices equally have legal effects, since they set the criteria to be respected during the appointment procedure.

The envisaged acts do not supplement or amend the institutional framework of the TCT.

Therefore, the procedural legal basis for the proposed decision is Article 218(9) TFEU.

4.2 Substantive legal basis

4.2.1 Principles

The substantive legal basis for a decision under Article 218(9) TFEU depends primarily on the objective and content of the envisaged act in respect of which a position is taken on the Union's behalf. If the envisaged act pursues two aims or has two components and if one of those aims or components is identifiable as the main one, whereas the other is merely incidental, the decision under Article 218(9) TFEU must be founded on a single substantive legal basis, namely that required by the main or predominant aim or component.

With regard to an envisaged act that simultaneously pursues a number of objectives, or that has several components, which are inseparably linked without one being incidental to the other, the substantive legal basis of a decision under Article 218(9) TFEU will have to include, exceptionally, the various corresponding legal bases.

² Judgment of the Court of Justice of 7 October 2014, Germany v Council, Case C-399/12, ECLI:EU:C:2014:2258, paragraphs 61 to 64.

4.2.2. *Application to the present case*

The envisaged acts are necessary for the proper functioning of the TCT. In turn, the TCT pursues objectives and has components in the areas of road, rail and inland waterways transport, which are modes covered by Article 91 TFEU as well as in the area of sea transport, a mode covered by Article 100(2) TFEU. Because of its horizontal nature, the envisaged acts pertain to all these elements. All these elements are inseparably linked without one being incidental to the other.

Therefore, the substantive legal basis of the proposed decision comprises the following provisions: Articles 91 and 100(2) TFEU.

4.3 Conclusion

The legal basis of the proposed decision should be Articles 91 and 100(2) TFEU, in conjunction with Article 218(9) TFEU.

Proposal for a

COUNCIL DECISION

**on the position to be taken on behalf of the European Union
in the Regional Steering Committee of the Transport Community
as regards certain budgetary and personnel matters in relation to the implementation of
the Treaty establishing the Transport Community**

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 91 and Article 100(2), in conjunction with Article 218(9) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) The Treaty establishing the Transport Community ('the TCT') was signed by the Union in accordance with Council Decision (EU) 2017/1937³.
- (2) In accordance with Article 41(3) of the TCT, the TCT applies provisionally between the Union, the Republic of Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo,* Montenegro and the Republic of Serbia since 9 October 2017.
- (3) The Regional Steering Committee of the Transport Community ('the Steering Committee') is to adopt decisions on certain budgetary and personnel matters in order to ensure that the TCT is implemented.
- (4) It is appropriate to establish the position to be taken on the Union's behalf in the Steering Committee, as such decisions are necessary to the initiation of the work of the Permanent Secretariat of the Transport Community, and will have legal effects vis-à-vis the Union.
- (5) The intended empowerment of the Commission to provisionally implement the budget of the Transport Community does not alter the the essential characer of the powers conferred on that institution by the Treaties.

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken on the Union's behalf in the Regional Steering Committee of the Transport Community shall be based on the draft decisions of the Regional Steering Committee attached to this Decision.

³ Council Decision (EU) 2017/1937 of 11 July 2017 on the signing, on behalf of the European Union, and provisional application of the Treaty establishing the Transport Community (OJ L 278, 27.10.2017, p. 1).

*This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

Minor changes to the draft decisions may be agreed to by the representatives of the Union within the Regional Steering Committee without further decision by the Council.

Article 2

This Decision is addressed to the Commission.

Done at Brussels,

*For the Council
The President*



Brussels, 3.12.2018
COM(2018) 793 final

ANNEX 1

ANNEX

to the

proposal for a Council Decision

**establishing the position to be adopted on behalf of the European Union within the
Regional Steering Committee of the Transport Community as regards certain budgetary
and personnel matters in relation to the implementation of the Treaty establishing the
Transport Community**

ANNEX I

DRAFT

**DECISION No 2018/
OF THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY**

of ...

on the adoption of the budget of the Transport Community for the year of 2019

THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY,

Having regard to the Treaty establishing the Transport Community, and in particular Article 24(1) and Articles 30 and 35 thereof,

HAS DECIDED AS FOLLOWS:

Article 1

The budget of the Transport Community for the year of 2019, attached to this Decision, is hereby adopted.

Article 2

The European Commission shall be in charge of implementing the budget and of the initiation of the work of the Permanent Secretariat of the Transport Community in accordance with Article 3.

Article 3

Article 2 shall apply from xx December 2018. It shall cease to apply the day prior to the day on which the appointment of the Director of the Permanent Secretariat becomes effective.

Done in ..., on ... 2018.

*For the Regional Steering Committee
The President*

APPENDIX: Budget of the Transport Community for the year 2019.

<i>Budget line</i>	<i>Amount</i>
Salaries for officials	750.000
Contribution to Health / Pension scheme for officials	200.000
Running costs of the secretariat (incl. fixed expenditure / travel / meeting organisation)	330.000
Office IT equipment and furniture (not covered by the HQ Agreement)	100.000
Recruitment costs (publication and reimbursement of candidates)	100.000
Total	1.480.000
Reserve (approx: 10%)	150.000
Grand total	1.630.000
<i>Of which: EU contribution (80%)*</i>	1.304.000
WB6 contribution (20%: annex V of TCT provides the distribution per country).	326.000

* The figure of the EU contribution is without prejudice of the adoption of the EU budget for 2019.



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ANNEXES 2 to 4

ANNEXES

to the

proposal for a Council Decision

**establishing the position to be adopted on behalf of the European Union within the
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and personnel matters in relation to the implementation of the Treaty establishing the
Transport Community**

ANNEX II

DRAFT

**DECISION No 2018/
OF THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY**

of ...

on the adoption of rules on the recruitment of the Director of the Permanent Secretariat of the Transport Community and of any Deputy Directors thereof, as well as on the recruitment, working conditions and geographic equilibrium of the staff of the Permanent Secretariat

THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY,

Having regard to the Treaty establishing the Transport Community, and in particular Article 24(1) and Article 30 thereof,

HAS DECIDED AS FOLLOWS:

Sole Article

The rules on the recruitment, working conditions and geographic equilibrium of the staff of the Permanent Secretariat of the Transport Community, attached to this Decision, are hereby adopted.

Done in ..., on ... 2018.

*For the Regional Steering Committee
The President*

ATTACHMENT: Rules on the adoption of rules on the recruitment of the Director of the Permanent Secretariat of the Transport Community and of any Deputy Directors thereof, as well as on the recruitment, working conditions and geographic equilibrium of the staff of the Permanent Secretariat

I. GENERAL

1. These Rules establish the procedures for the recruitment of Director, of any Deputy as well as of the staff of the Permanent Secretariat of the Transport Community (“the Secretariat”), requirements on their working conditions and on the geographical equilibrium of the staff, in accordance with the Treaty establishing the Transport Community (“the Treaty”).

2. In case of any contradiction between these Rules and the Treaty, the provisions of the Treaty shall apply.

II. RECRUITMENT OF THE DIRECTOR AND ANY DEPUTY DIRECTOR(S) OF THE SECRETARIAT

1. Upon approval of the Regional Steering Committee, an open call for applications will be published in the EU as well as in all the six other parties of the TCT.

1. At least 30 days before the relevant meeting date for which the appointment of the Director or a Deputy Director figures on the agenda of the Regional Steering Committee, the European Commission shall distribute a proposal containing the proposed candidacy.

2. The candidacy shall be nominated in its personal capacity.

3. Candidates may have the nationality of any Member State of the Union or any South East European Party.

4. The proposal of the European Commission shall be duly justified having regard to the responsibilities the Director will have to exercise. It shall contain a description of the qualifications and experience of the nominee and shall be based on her/his prior agreement to be nominated.

5. Any Party may express its views on the proposed. Should this be done in writing prior to the meeting of the Regional Steering Committee, the Chair of the Regional Steering Committee ("Chair") shall announce the relevant statement during the meeting.

6. The Regional Steering Committee may ask for a hearing of the proposed candidacy during its meeting before the decision for appointment is taken. The Chair shall propose in advance ad hoc operational rulings of the hearing (time frame, number of questions etc.)

7. In accordance with Article 24(3), the Regional Steering Committee shall decide on the appointment of the Director and any Deputy Director by unanimity.

8. The Regional Steering Committee shall indicate in its decision the beginning date of the appointment.

9. Within 7 calendar days after the Regional Steering Committee meeting, on the basis of its decision, the Chair Regional Steering Committee shall issue an Act of Appointment which shall be signed by the Director or Deputy Director.

III. RECRUITMENT OF THE STAFF OF THE SECRETARIAT

General

1. The recruitment of the staff of the Secretariat shall be based cumulatively on the following major principles:

- Transparency of the selection procedures;
- Non-discrimination;
- Competition and professionalism;
- Gender balance; and
- Geographical equilibrium.

2. The Regional Steering Committee shall adopt the Secretariat Organigram, based on a proposal by the Director.

3. Any person, who has the nationality of any Party, may apply for any announced position in the Secretariat.

4. Applicants shall apply in their personal capacity.

5. The Secretariat shall be responsible for the organization of the selection procedures in accordance with these Rules. The Secretariat may involve external consultancy to support its work at any stage of the selection procedures.

6. The staff, except Deputy Director(s), shall be selected and appointed by the Director.

7. Further to the selection procedure, any formal appointment shall be subject to certification by a qualified medical practitioner designated by the Director that the appointee possesses the degree of physical fitness needed for the post.

8. Any appointment shall be for a fixed term upon a probationary period in accordance with these Rules and shall be renewable.

9. A probationary period for six months upon appointment for any position shall be established.

9.1. Any period of past service with the Secretariat as an established official may be considered, in whole or in part, a period of probation. This shall be applicable when the main obligations under the job description of the previous position and the one of the position, at which the official has been appointed in accordance with these Rules, coincide.

9.2. During the fifth month of any probationary period, the official's immediate superior shall draw up a report on her/his competence, efficiency and conduct. The report shall recommend:

- a) that the official's appointment be confirmed;
- b) that her/his period of probation be extended to maximum of six more months; or
- c) that her/his appointment be terminated.

9.3. The report shall be transmitted before the end of the fifth month to the Director for decision.

10. The probationary period shall be considered as a part of the overall term of the appointment.

11. Upon a proposal by any Party, the Director, in consultation with the European Commission, may appoint a secondee from that Party for a period up to three years, subject to administrative and financial capacity. The Director shall develop detailed rules concerning the status of secondees.

Transparency and procedure of recruitment

12. The Secretariat shall launch the recruitment procedure by advertising vacancy notices specifying the criteria concerning general and specific competencies and key qualifications required and the possible duration of employment, the function and the main steps of the selection procedure.

13. Any vacancy notice shall be published in English on the internet website of the Secretariat as well as in the international and specialist press at least two months before the start of the relevant selection procedure. The information shall also be distributed to all Parties.

14. The Director may identify issues, subject to confidentiality, which shall be announced only to shortlisted applicants. Such issues, however, may not refer to the job description itself.

15. In the selection procedure, the Director shall be supported by a Selection Committee, which shall consist of at least four members: the Director, one representative of the Presidency and two representatives of the European Commission. Other staff of the Secretariat can also be included in the Selection Committee. In specific cases, in particular

for selection procedures of experts, one additional external member may be designated following a proposal by the European Commission.

16. The Selection Committee shall evaluate applications and agree, for each vacancy, on a shortlist of applicants meeting the eligibility criteria and matching best the selection criteria required by the vacancy notice.

17. The Selection Committee shall invite the shortlisted applicants for interviews.

18. Should the Selection Committee find it necessary, it may decide to invite the shortlisted applicants to written tests to take place on the same days as the interviews. The content of the tests shall be defined in accordance with the level and profile of the position advertised. The written tests, tailored according to the profile of the post, shall at least consist of the following components: general aptitudes and language abilities to the extent necessary for the performance of the duties and specific competencies with reference to the relevant profiles and assessing the quality of writing style and presentation.

19. On the basis of the shortlisted applicants, the Director may establish a reserve list. This reserve list shall be valid up to 12 months from the date of its establishment and its validity may be extended by decision of the Director.

20. Any outcome of a selection procedure shall be reflected in writing in a protocol which shall be signed by the members of the Selection Committee. Applicants shall be informed of the outcome of the selection procedure.

21. Any Party is entitled to get a copy of any of the protocols under item 20 upon written request to the Director.

Non-discrimination

22. Discrimination during the selection procedure based on any ground shall be prohibited.

23. All posts shall be open equally to women and men without any reference to religion, nationality, race or creed.

Competition and professionalism

24. No particular post shall be reserved for particular persons and/or nationals of any Party.

25. In recruiting staff, the Director shall give primary consideration to the necessity of obtaining the services of persons possessing the highest standards of competence and integrity. Any job description in the announcements for vacancies shall state clearly the formal requirements concerning education, experience, language skills etc.

26. The recruitment shall be open to competition among internal candidates and any other applicants, based on equal opportunity standards. Among candidates with equal qualifications and experience, preference shall be given to internal applicants.

IV. WORKING CONDITIONS OF STAFF

27. The Director shall be responsible that, in accordance with the budget of the Secretariat and in compliance with the budgetary rules and with the decisions of the institutions under the Treaty, the officials of the Secretariat be provided with the necessary working conditions related to equipment, working area, access to available information etc.

28. Any official of the Secretariat has the right to request from the Director that her/his working conditions be improved. The request shall be properly justified. In case that the request cannot be followed, the Director or any other authorized member of the staff shall provide the official with a relevant answer in writing.

29. The Director may develop internal rules on the working conditions in accordance with the above mentioned principles.

V. GEOGRAPHICAL EQUILIBRIUM IN RESPECT OF STAFF

30. The Director shall provide, as far as possible and in accordance with the interests of the Secretariat, for an equitable distribution of the posts among nationals of the Parties.

VI. FINAL PROVISIONS

These Rules shall become effective upon the day of their adoption by the Regional Steering Committee.

ANNEX III

DRAFT

**DECISION No 2018/
OF THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY**

of ...

on the adoption of the Staff Regulations of the Transport Community

THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY,

Having regard to the Treaty establishing the Transport Community, and in particular Article 24(1) thereof,

HAS DECIDED AS FOLLOWS:

Sole Article

The Staff Regulations of the Transport Community, attached to this Decision, are hereby adopted.

Done in ..., on ... 2018.

For the Regional Steering Committee

The President

ATTACHMENT: STAFF REGULATIONS OF THE TRANSPORT COMMUNITY

STAFF REGULATIONS OF THE PERMANENT SECRETARIAT OF THE TRANSPORT COMMUNITY

1. PURPOSE

These Staff Regulations set out the terms and conditions of service of the staff members of the Permanent Secretariat of the Transport Community. They form an integral part of the individual employment agreements except where provided otherwise in these Staff Regulations.

2. DEFINITIONS AND APPLICABILITY

2.1 Definitions

- (1) "Contracting Parties" means the contracting parties to the Treaty establishing the Transport Community which are the European Union and the South East European Parties (the Republic of Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo^{*}, Montenegro and the Republic of Serbia);
- (2) "Steering Committee " means the Regional Steering Committee of the Transport Community;
- (3) "Secretariat" means the Permanent Secretariat of the Transport Community;
- (4) "Director" means the Director of the Permanent Secretariat of the Transport Community;
- (5) "Staff members", are all officials of the Secretariat that is the Director, Deputy Directors and all other staff from the Contracting Parties, working permanently at the Secretariat in accordance with these Staff Regulations, and seconded experts;
- (6) "Local staff", are persons, other than officials of the Secretariat, who are recruited by the Secretariat in the Republic of Serbia for the purposes of technical work such as maintenance, cleaning, driving etc.;
- (7) "Seconded experts", are staff seconded by their governments or international organisations for an assignment within the Secretariat;
- (8) "Headquarters Agreement", means the Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Permanent Secretariat of the Transport Community;

^{*}This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

- (9) "Rules on recruitment, working conditions and geographical equilibrium" means the Rules on the recruitment, working conditions and geographical equilibrium of the staff of the Permanent Secretariat of the Transport Community adopted by Decision .../2018 of the Regional Steering Committee of the Transport Community;
- (10) "Psychological harassment" means any improper conduct that takes place over a period, is repetitive or systematic and involves physical behaviour, spoken or written language, gestures or other acts that are intentional and that may undermine the personality, dignity or physical or psychological integrity of any person;
- (11) "Sexual harassment" means conduct relating to sex which is unwanted by the person to whom it is directed and which has the purpose or effect of offending that person or creating an intimidating, hostile, offensive or disturbing environment. Sexual harassment shall be treated as discrimination based on gender.
- (12) "Misconduct by the Director" means:
 - (a) when the Director retains partially or in full the salary and the delay is longer than 15 working days;
 - (b) when the Director is in breach of employment conditions as specified in the employment agreement; or
 - (c) when the Director committed an assault or a significant libel in relation to the staff member.

"Misconduct by the staff member" means:

- (a) Unjustified refusal by the staff member to fulfil specific tasks assigned by the Director or the staff member's other superior, where the staff member has been at least once already notified in writing about similar lack of performance;
- (b) Commitment of a crime;
- (c) Abandonment of post that is when the staff member is absent without authorisation or without satisfactory explanation for more than 7 working days;
- (d) Psychological or sexual harassment;
- (e) Any conduct which can reasonably be expected to bring or have brought the Transport Community into serious public discredit;
- (f) Any usage or attempt to use the staff member's position at the Secretariat for his/her personal advantage; or
- (g) Any form of abuse of Transport Community funds.

2.2 Applicability

- (a) These Staff Regulations shall apply to staff members and shall not apply to local staff.
- (b) Seconded experts shall have special arrangements governed by a contract between the Secretariat and the releasing government or international organization. The Director shall decide in each case on the extent to which these Staff Regulations shall apply to seconded experts.

3. DUTIES, OBLIGATIONS AND PRIVILEGES

3.1 The international nature of service

By accepting their appointment, staff members shall pledge themselves to discharge their functions and regulate their conduct solely in the interests of the Transport Community. They shall be subject to the authority of the Director and shall be responsible to him/her in the exercise of their functions. They shall not seek or accept instructions in the performance of their duties from any government, international organisation or other authority external to the Transport Community.

3.2 Conduct

(a) Staff members shall conduct themselves at all times in a manner befitting the international status of the Transport Community. The privileges and immunities applicable in accordance with the Headquarters Agreement are conferred in the interests of the Transport Community.

(b) An official shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.

(c) Any official to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the Director. The Director shall take any appropriate measure, and may in particular relieve the official from responsibility in this matter.

(d) An official may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of Transport Community or which have dealings with that institution, any interest of such kind or magnitude as might impair his independence in the performance of his duties.

(e) An official who receives orders which he considers to be irregular or likely to give rise to serious difficulties shall inform his immediate superior. If the immediate superior confirms the orders and the official believes that such confirmation does not constitute a reasonable response to the grounds of his concern, the official shall refer the question in writing to the hierarchical authority immediately above. If the latter confirms the orders in writing, the official shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards.

If the immediate superior considers that the orders must be executed promptly, the official shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards. At the request of the official, the immediate superior shall be obliged to give such orders in writing.

(f) Any official who, in the course of or in connection with the performance of his duties, becomes aware of facts which give rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the Transport

Community or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of Officials of the Permanent Secretariat, shall without delay inform his Director or, if he considers it useful, the Chair of the Regional Steering Committee, or the European Anti-Fraud Office (OLAF).

(g) An official shall not suffer any prejudicial effects on the part of the Transport Community as a result of having communicated the information referred to in points (e) and (f), provided that he acted reasonably and honestly.

3.3 Outside activities

a) Staff members shall not engage in any activity which is incompatible with the proper performance of their duties, or bears the potential of a conflict between personal interests and the interests of the Transport Community, or may cause damage to the reputation of the Transport Community.

b) Staff members shall not engage in any paid activity outside the Transport Community without prior written approval of the Director.

c) A staff member who has a share, directly or indirectly, of a company involved in the transport sector, which allows him/her to influence the management of the company, shall notify in writing the Director about this fact. If this is the case for the Director, he/she shall inform the Presidency of the Steering Committee.

3.4 Harassment

Staff members shall refrain from any form of psychological or sexual harassment. A staff member who has been the victim of psychological or sexual harassment shall not suffer any prejudicial effects on the part of the Secretariat. A staff member, who has given evidence on psychological or sexual harassment, shall not suffer any prejudicial effects on the part of the Secretariat, provided he/she has acted honestly.

3.5 Use and release of information

Staff members shall exercise the necessary discretion in all matters of official business. They shall not, except in the performance of their duties or by authorisation of the Director, communicate to any person unpublished information known to them by reason of their official position, nor shall they at any time use such information to any personal advantage including financial advantages. This obligation shall continue to bind staff members after their termination of service.

Staff members shall not publish, cause to be published, or assist in the publication of any material relating to the Transport Community or deliver a public address on behalf of the Transport Community except in the course of their duties or by authorisation of the Director.

Official communication on behalf of the Transport Community shall be performed by the Director or explicitly authorised staff members.

3.6 Proprietary rights and the use of information technology facilities

- a) All rights including title, copyrights and patent rights in relation to any work performed by staff members as part of their official duties shall be vested in the Transport Community.

- b) All resources made available to staff members by the Transport Community for the purpose of fulfilling their responsibilities, including but not limited to objects, documents, notes and correspondence, must be used solely for those purposes.

- c) When using the information technology facilities of the Transport Community, staff members shall not obtain on request or disseminate illegal material or content that may bring the Transport Community in disrepute.

3.7 Honours and gifts

- (a) In connection with their duties, staff members shall not accept or offer any honour, decoration, favour, gift or fee from/to any government, international organisation or any other source external to the Secretariat, which is incompatible with their status as international civil servants. Staff members being offered or receiving any such honour, decoration, favour, gift or fee shall immediately report this fact to the Director. Gifts received by staff members in an official capacity shall become the property of the Transport Community, shall be kept at the premises of the Secretariat and shall be listed in an index drawn up for this purpose.

- (b) The preceding paragraph shall not apply to objects of low value which, evident from their nature, are provided as usual practice of hospitality such as pens, bags, folders etc.

4. RECRUITMENT

4.1 Rules on recruitment

Staff members shall be recruited in accordance with the Rules on recruitment, working conditions and geographical equilibrium.

4.2 Requirements

- (a) The paramount consideration in the recruitment of staff members shall be the necessity of securing high standards of competence, efficiency and integrity required by the Transport Community.

- (b) Recruitment as a staff member shall require at least:

a level of post-secondary education attested by a diploma, or a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least five years, or where justified in the interest of the service, professional training or professional experience of an equivalent level;

either a level of education which corresponds to completed university studies of at least three years attested by a diploma, or where justified in the interest of the service, professional

training of an equivalent level;

nationality of one of the Member States of the European Union or of one of the South East European Parties as listed by the Treaty establishing the Transport Community, enjoying full rights as a national;

fulfilment of any obligations imposed by the laws concerning military service;

the appropriate character references as to the staff member's suitability for the performance of her/his duties; and

certification by a qualified medical practitioner that the staff member possesses the state of health needed for his/her post.

4.3 Employment agreement

(a) The terms of employment of a staff member shall be governed by an employment agreement which shall be signed by the Director and by the staff member. Employment agreements for the Director and the Deputy Directors shall be signed by the Presidency of the Steering Committee.

(b) An employment agreement shall state as a minimum:

Name and legal address of the Secretariat;

Name and legal address of the staff member;

The place of recruitment, i.e. the place where the staff member has his/her normal residence immediately before taking up duty at the Secretariat;

The effective date of appointment;

The duration of the appointment;

Ordinary duty station;

The job title;

The total remuneration pertaining to the appointment;

Conditions for probation;

Total of the annual leave entitlement;

The number of working hours per week;

And,

The list of documents, which are attached to the employment agreement, including the staff Regulations, and which refer to the regulation of the employment relationship.

4.4 Job descriptions

- (a) Each post at the Secretariat shall have a job description specifying the internal classification of the post, the reporting line, the duties and responsibilities and the competencies/qualifications required. Job descriptions shall be approved by the Director and shall be attached to the employment agreement.
- (b) The Director may suspend with appropriate justification any of the staff member's duties and responsibilities which may however not affect the salary of the staff member.

4.5 Substitution

- (a) The Director may nominate his/her substitutes in case of absence, for administrative and financial management reasons. Such nomination shall not automatically transfer any rights in relation to the implementation of the budget of the Transport Community.
- b) The Director may nominate substitutes of staff members during their absence for more than three working days. Within this time limit, the responsible staff member shall be nominated on an ad hoc basis.

4.6 General performance requirements

- (a) A staff member shall fulfil his/her duties and responsibilities conscientiously and shall strictly follow all instructions and guidelines provided by the Director and other superiors or supervisors. A staff member shall report to the Director regarding his/her activities on a regular basis.
- (b) The Director may assign, either temporarily or permanently, duties and responsibilities to a staff member that correspond to the staff member's education and training and his/her capabilities and which are reasonable in terms of the relevant job description.
- (c) A staff member may present in writing his/her disagreement with any assignment if he/she believes that it is not in accordance with the requirements under paragraph b) of this section.

4.7 Performance appraisal and staff dialogues

- (a) The performance of each staff member shall be reviewed at periodic intervals, at least once a year, according to the principles of ability, efficiency and conduct in the service.
- b) Performance reports, including comments and recommendations, shall be made in writing by the immediate superiors. The annual report shall be discussed with and shown to the staff member concerned who may attach to it such comments as he/she may consider relevant and shall sign and date it.

4.8 Appointments and extension periods

- (a) Appointments and extensions shall be granted for a fixed term to be specified by the Director and may be renewed. A fixed term appointment shall carry an expiry date inscribed in the employment agreement. A fixed term appointment/extension shall

not carry any obligation of or right to extension/further extension or conversion to another type of appointment.

- (b) The Director shall inform the staff member in writing, at least 3 months before the expiry of the employment agreement, whether or not a renewal of the employment agreement is offered and, if so offered, under what conditions. A staff member who is offered a renewal shall inform the Director in writing, within 1 month following its receipt, whether or not he/she accepts the offer. Otherwise the Director may consider the offer having been rejected.

4.9 Probationary period

- a) Appointments shall be subject to a probation period as provided by the Rules on recruitment, working conditions and geographic equilibrium and by further conditions that may be specified in the employment agreement.
- b) For the purpose of the probation, only effectively served working days within the probation period shall count. In case of absence of a staff member from work more than fifteen working days, the probation period shall automatically extend with the relevant number of working days which the staff member has not served.
- (c) During the probationary period the staff member may terminate the employment agreement with one month's notice.
- (d) During the probationary period the Director may terminate the employment agreement with one month's notice if the work of the staff member is assessed as inefficient. The Director may also terminate the employment agreement immediately provided that all due salary payments are made, including for the notification period. Otherwise the staff member's performance shall be appraised by his/her supervisor in accordance with sections 9.2 and 9.3 of the Rules on recruitment, working conditions and geographic equilibrium. Based on the performance appraisal report, the appointment shall be confirmed or terminated with immediate effect or the probation period be extended to maximum six more months.
- (e) If the Director fails to take a decision by the end of the probation period, the appointment shall be considered confirmed.

5. WORKING HOURS

5.1 Determination of working hours

- a) The normal working week shall consist of 5 working days, Monday through Friday, of 8 working hours each day for full time staff which include a mandatory break of 30 minutes. Staff members shall commence their working day no later than 9.00.
- b) The working hours of seconded experts shall be regulated by the contracts between the Secretariat and the releasing government or international organization, taking into account their duties during the period of their secondment at the Secretariat.
- c) The Director shall issue rules on the flexible use of working hours within the normal working week.
- d) No compensation shall be given for hours worked in excess of the established working week except as provided by paragraph e) of this section.

- e) Staff members who, due to the exigencies of service, have been directly instructed by their supervisor, upon approval by the Director, to work overtime, and who have accepted this, shall be given compensation. Compensation will be given in the form of time-off, at the rate of 1 hour for each hour of overtime worked. For work performed after 8 pm, on weekends and official holidays, the compensation rate shall be 1.5 hours per hour worked. Staff members shall keep records of any overtime performed which shall be certified by the supervisor having requested the overtime. Compensation for overtime work in the form of time-off shall be used by the staff member within two months after he/she has worked overtime. Overtime compensation not used within that period shall be forfeited. In any case, all unused overtime compensation shall be forfeited by the end of each calendar year. Overtime work shall not exceed 20 hours per month, unless duly justified in exceptional situations and subject to a reasoned written approval by the Director.

5.2 Part-time work

- (a) Staff members may request authorisation to work part-time. The Director may grant such authorisation if it is compatible with the interests of the Secretariat. Staff members shall be authorised to work part-time in the following cases:
- to care for a child under 9 years of age,
 - to care for a child aged between 9 and 12, if the reduction in working time is no more than 20% of normal working time,
 - to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister,
 - to take part in further training, or - as of the age of 58, during the last five years before retirement.
- b) Where part-time work is requested in order to take part in further training or as of the age of 58, the Director may refuse authorisation or postpone its date of effect only in exceptional circumstances and for overriding service-related reasons. Where such entitlement to authorisation is exercised to care for a seriously ill or disabled spouse, relative in the descending line, brother or sister, or to take part in further training, the total of all such periods shall not exceed 6 months over the staff member's employment at the Secretariat.

6. TERMINATION OF THE EMPLOYMENT AGREEMENT

The employment agreement shall be subject to termination in accordance with the following conditions and in the following forms:

- (a) during the probation period: with a registered letter of termination.
- (b) expiration of its term: under the conditions laid down in section 4.8. b).
- (c) mutual consensus: with a written note, signed by the staff member and the Director.
- (d) misconduct of the staff member: with a registered letter of termination.
- (e) misconduct of the Director: with a registered letter of termination.
- (f) lack of professional performance (incompetence): with a registered letter of termination.

- (g) restructuring and/or lack of resources: with a registered letter of termination.
- (h) health reasons: with a registered letter of termination.
- (i) reaching the age of retirement: with a registered letter of termination.

7. EARLY TERMINATION BY A STAFF MEMBER

- (a) A staff member may request termination of his/her employment agreement with two months' notice. The Director and the staff member may agree on shorter notice and other specific conditions of the termination.
- (b) A staff member may terminate the employment agreement without notice in case of established misconduct by the Director. The right to terminate the employment agreement on this ground shall be forfeited after two months following the misconduct in question.
- (c) A staff member, upon producing medical evidence, may terminate his/her employment agreement with one month's notice if his/her health conditions do not allow further fulfilment of his/her duties. A staff member may agree on earlier termination with payment for the relevant period.

8. EARLY TERMINATION BY THE DIRECTOR

- (a) The Director may terminate the employment agreement without notice in case of established misconduct of a staff member.
- (b) The Director may terminate the employment agreement with three months' notice in case of demonstrated lack of sufficient professional competence in relation to the job description for the relevant position and the assigned tasks. Before taking the decision on such termination, the Director shall provide written notification with concrete motives and a reasonable time to improve competence, which may not be less than one month of effective work. The Director shall also ask written clarifications from the staff member. Clarifications shall be produced by the staff member within five working days upon receiving the request. If the staff member fails to present written clarifications within the indicated time frame upon receiving the request, the Director may take a decision on the ground of the rest of the available information.
- (c) The Director may terminate the employment agreement upon a decision by the Steering Committee related to restructuring, insufficiency of resources or reduction of staff. Termination notices in such cases may not be shorter than three months.
- (d) The Director may terminate the employment agreement at the earliest 6 months after the establishment by certification by a qualified medical practitioner that a staff member, for reasons of health, is permanently incapacitated for further service along his/her qualifications. Termination shall be with two months' notice. The Director may agree on earlier termination with payment for the relevant period.
- (e) The Director may terminate the employment agreement without notice when the staff member reaches the age of retirement.

9. SALARIES, TRAVEL AND MOVING EXPENSES

9.1 Salaries

- (a) The salary scale corresponding to the classification of posts in the Secretariat is provided in the Annex to these Staff Regulations and shall regularly be reviewed by the Steering Committee to ensure it remains competitive and in line with the requirements of the Secretariat.
- (b) Salaries shall be paid on a monthly basis, 12 times a year. The compensation stipulated in the employment agreement comprises all of the staff member's claims regarding remuneration including but not limited to travel time as described in these Staff Regulations and other relevant rules.

9.2 Travel expenses

- a) A staff member travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the travel rules.
- b) Such travel may take place (1) upon appointment, (2) upon transfer to another Transport Community duty station, (3) upon official business and (4) upon the termination of an employment agreement.

9.3 Moving expenses

The Transport Community shall reimburse the costs of recruited staff members and their family members to move to the seat of the Secretariat to take up their posts and to move back to their place of recruitment upon termination of their employment agreements. The Steering Committee shall lay down detailed rules on the reimbursement of moving costs.

10. HOLIDAYS AND LEAVE

10.1 Official holidays

Official holidays shall be those of the national legislation at the duty station. The Director shall issue the list of official holidays at the end of each calendar year for the following year. Staff members may, with prior approval by the Director, exchange up to three holidays per year for personal or religious reasons. The Director shall ensure that such exchanges shall not effect negatively the functioning of the Secretariat.

10.2 Annual leave

- (a) Staff members shall have annual leave at the rate of two-and-a-half working days per month. Annual leave may be accumulated until 31 March of the year following the year in question. Leave accumulated in the preceding years not used by 31 March of any year shall be forfeited.
- (b) Annual leave may be taken in days and half days. It shall be approved by the Director upon agreement with the supervisor. The Director, subject to the needs of the service, shall give each staff member the opportunity to take the annual leave to which he/she is entitled.
- (c) Consumption of accrued annual leave shall be made within the notice period.

10.3 Sick leave

- (a) Staff members shall be granted sick leave not exceeding 6 months in any three consecutive years. The first three months shall be on full salary and the second three months on half salary. No more than three months' sick leave on full salary and three months' sick leave on half salary shall normally be granted in any period of 12 consecutive months.
- (b) A staff member absent from duty because of sickness for more than one working day shall submit a medical certificate stating the probable duration of his/her incapacity. Absence on Monday or Friday shall be covered by a medical certificate. Sick leave without medical certificate may be used no more than twice per six months.

10.4 Maternity leave

- a) Female staff members shall have a total of 16 weeks of maternity leave with full pay. Maternity leave may commence not earlier than 8 weeks prior to the anticipated date of birth upon submitting a medical certificate indicating the anticipated date of birth. In case of serious danger either for the mother or the child, maternity leave may commence earlier, upon presentation of a medical certificate recommending earlier maternity leave. Maternity leave may not commence later than 4 weeks prior to the anticipated date of birth.
- b) Post-delivery leave shall extend over a period of 8 weeks after the date of birth. This period shall be extended for any unused period of maternity leave prior to the date of birth. In case of preterm birth, multiple births or a Caesarean section, post-delivery leave shall extend over a period of 12 weeks after the date of birth.

10.5 Home care leave

Staff members shall have a total of 5 working days of special leave with full pay per year in case of a deceased spouse, child, parent or other close relatives living in the same household as the staff member.

10.6 Special paid leave

- (a) Staff members may be granted special paid leave in the following cases:

Marriage of the staff member: five consecutive working days ;

Marriage of a child: two consecutive working days;

Birth of a child: 10 consecutive working days, to be taken during the fourteen weeks following the date of birth;

Change of residence of the staff member: two consecutive working days.

- (b) Up to ten working days of special leave per year may be granted for educational purposes of benefit to the Transport Community.

10.7 Special non-paid leave

Staff members may exceptionally be granted special non-paid leave at the discretion of the Director who shall take into account the interests of the Secretariat. The Director shall decide on the conditions and the period of special non-paid leave in each individual case on the ground of the application by the staff member while taking into account the interests of the Secretariat.

10.8 Leave for children

Staff members shall have two working days per year for each child they have.

10.9 Leave for home travel

Staff members shall have two working days per year for travelling to their place of recruitment except when their place of recruitment is the place where the Secretariat has its seat.

10.10 Leave for service

Staff members shall have one working day per year after every 5 years of service at the Secretariat.

10.11 Unauthorised absence

Unauthorised absence from duty shall be charged to the staff member's overtime balance, if any, or his/her accrued annual leave. If the staff member has no accrued annual leave, he/she shall not receive pay for the period of unauthorised absence. This shall not preclude any disciplinary actions.

11. RETIREMENT RULES

A staff member shall retire at the end of the last day of the month in which he/she reaches the age of retirement as applicable in his/her place of recruitment.

12. SOCIAL SECURITY BENEFITS, PENSIONS AND DISABILITY INSURANCE

- (a) In accordance with the Headquarters Agreement, staff members and their family members shall have the right to participate in any social security insurance of the Republic of Serbia (health, unemployment, or pension and disability).
- (b) The Transport Community may contribute to the health, unemployment, pension and disability insurance for staff members and their family members in accordance with detailed rules to be laid down by the Steering Committee.

13. STAFF APPEAL

A staff member may notify in writing the Director - or the Presidency of the Steering Committee when the complaint concerns the Director - whenever he/she considers that he/she has been treated inconsistently with the provisions of these Staff Regulations, the Rules on recruitment, working conditions and geographical equilibrium or other relevant rules or that

he/she has been subject to unjustifiable or unfair treatment by a superior.

14. CONCILIATION COMMITTEE

a) Without prejudice to section 15 of these Staff Regulations, any dispute between the Secretariat and the staff member concerning these Staff Regulations, the Rules on recruitment, working conditions and geographical equilibrium or other relevant rules shall, in the first instance, be submitted to a Conciliation Committee.

b) The Conciliation Committee shall be composed of:

A representative of the Presidency of the Steering Committee when the Conciliation Committee is meeting;

A representative of the Presidency of the Steering Committee for the next term;

A representative of the European Commission.

c) The Conciliation Committee shall decide by majority.

d) The Steering Committee shall establish rules on the procedure before the Conciliation Committee.

15. DISPUTE SETTLEMENT

(a) Any dispute between the Secretariat and a staff member concerning these Staff Regulations, the Rules on recruitment, working conditions and geographical equilibrium or other relevant rules shall be settled by an arbitrator to be appointed by the Steering Committee.

(b) The arbitrator shall decide on the dispute in accordance with these Staff Regulations, the Rules on recruitment, working conditions and geographical equilibrium or other relevant rules. Matters concerning the interpretation of the Treaty establishing the Transport Community shall not be within the competence of the arbitrator.

(c) All dispute settlement proceedings shall take place in Belgrade, and the language of these proceedings shall be English. The Steering Committee shall lay down the rules on dispute settlement with a view to facilitating a timely procedure with reasonable costs to the parties.

ANNEX: Indicative monthly salaries of staff members of the Permanent Secretariat of the Transport Community

1. Position	2. Monthly salary in Euro
Director	8.000-10.000
Deputy Director	6.000-7.000
Head of Division	5.500-6.200
Expert	4.500-5.000
Assistant to the Director	2.500
Secretary	2.000

ANNEX IV

DRAFT

**DECISION No 2018/
OF THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY**

of ...

on the adoption of vacancy notices for the Director and the Deputy Director of the Permanent Secretariat of the Transport Community

THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT COMMUNITY,

Having regard to the Treaty establishing the Transport Community, and in particular Article 24(1) and Article 30 thereof,

HAS DECIDED AS FOLLOWS:

Sole Article

- (1) The vacancy notice for the Director of the Permanent Secretariat of the Transport Community, attached to this Decision as Attachment 1, is hereby adopted.
- (2) The vacancy notice for the Deputy Director of the Permanent Secretariat of the Transport Community, attached to this Decision as Attachment 2, is hereby adopted.

Done in ..., on ... 2018.

For the Regional Steering Committee

The President

ATTACHMENT 1: VACANCY NOTICE FOR THE DIRECTOR OF THE PERMANENT SECRETARIAT OF THE TRANSPORT COMMUNITY

Permanent Secretariat of the Transport Community

The Permanent Secretariat of the Transport Community is announcing a vacancy call for a full time position of

DIRECTOR OF THE PERMANENT SECRETARIAT

OF THE TRANSPORT COMMUNITY

1. The Transport Community Permanent Secretariat

The Transport Community is an International Organisation established by the Treaty establishing the Transport Community ("the Treaty") that was signed on 9 October 2017 and comprises the following Parties: the European Union, Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo*, Montenegro and Serbia.

The Transport Community shall be based on the progressive integration of transport markets of the South East European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

The aim of the Treaty therefore is the creation of a Transport Community in the field of road, rail, inland waterway and maritime transport as well as the development of the transport network between the European Union and the South East European Parties (SEE).

The Permanent Secretariat of the Transport Community ("the Secretariat") is one of the institutions set up under the Treaty. Being the only institution with permanent staff, it provides administrative support to the other institutions of the Transport Community (the Ministerial Council, the Regional Steering Committee, the technical committees and the Social Forum), acts as a Transport Observatory to monitor the performance of the indicative TEN-T extension of the comprehensive and core networks to the Western Balkans and supports the implementation of the Western Balkans Six (WB6) Connectivity Agenda aiming to improve links within the Western Balkans as well as between the region and the European Union. It also reviews the implementation of the obligations under the Treaty.

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

The Secretariat has an initial staff of 18 experts (that could be expanded) and manages the Transport Community budget, which amounts to EUR 1.626.000 € for 2019.

The working language of the Transport Community is English.

The Secretariat is based in Belgrade.

2. The position of Director of the Permanent Secretariat

Under article 30 of the Treaty and the Transport Community Rules of Recruitment, Working Conditions and Geographical Equilibrium of the staff of the Permanent Secretariat of the Transport Community adopted by Decision .../2018 of the Regional Steering Committee of the Transport Community, the Director of the Permanent Secretariat is appointed by the Regional Steering Committee following consultation of the Ministerial Council, on a proposal of the European Commission. The director's mandate shall not exceed three years and is renewable for maximum two times.

The Director heads and manages the Permanent Secretariat and is the legal representative and public face of the Transport Community. The Director is accountable to the Regional Steering Committee of the Transport Community.

The Director will be responsible for the overall direction and management of the Secretariat. He/she should ensure, within the operational and budgetary framework approved by the Regional Steering Committee, professional, high quality service by the Secretariat to attain the objectives of the Treaty. He / she will be responsible to ensure a smooth coordination between the Transport Community institutions, bodies and stakeholders, for the benefit of the achievement of the Transport Community goals.

The Director will liaise with the South East European Parties to the Treaty, the European Commission, the EU Member States, the International Transport Organisations, the International Financial Institutions including the Western Balkan Investment Framework (WBIF) and other stakeholders in order to promote the development and good functioning of the transport infrastructure in the region in line with the Trans-European Transport Network as extended to the Western Balkans. The Director will also provide support to the South East European Parties to implement the EU legislation on transport and related areas as included and regularly updated in the Treaty.

As provided in Article 31 of the Treaty, in the performance of their duties the Director and the staff of the Secretariat shall act impartially and shall not seek nor receive instructions from any Contracting Party. They shall promote the interests of the Transport Community.

Main Tasks of the Director

The Director's responsibilities include:

1. The overall performance and management of the Secretariat, its resources and personnel;
2. The provision, in person as well as with the assistance of other Secretariat staff, of full administrative support to the Ministerial Council, the Regional Steering Committee, the technical committees and the Social Forum. This will include the preparation of meetings in cooperation with the Presidency (drafting documents and minutes, informing participants, assisting the meetings etc.);
3. The drafting and implementation of the budget, as well as annual reporting to the Regional Steering Committee on the implementation of the budget;
4. Liaise with international financial institutions including WBIF and various transport related international organisations; develop and enhance cooperation with organisations involved in the transport sector in the region on both bilateral and multilateral levels, attend international or regional conferences, make presentations and promote the objectives of the Treaty in general;
5. Ensure that recruitment by the Secretariat will be carried out in line with the relevant rules and that the Secretariat will have highly qualified personnel to carry out its responsibilities;
6. Set up cooperation mechanisms with transport and other relevant authorities of the South East European Parties and of the EU and Member States;
7. Coordinate the preparation, though not necessarily authorship, of reports and other documents related to the objectives of the Treaty and required by the Regional Steering Committee;
8. Facilitate coordination and information exchange between the Parties;
9. Endorse and supervise the communication plan of the Secretariat.

In addition, the Director shall carry out any other tasks as requested by and under the instructions of the Regional Steering Committee.

3. Eligibility criteria:

To be considered for the selection phase, applicants must meet the following eligibility criteria by the closing date for applications:

- **Citizenship**: Be a citizen of a Contracting Party of the Transport Community or of a Member State of the European Union.

- **University Degree or Diploma**: A University degree as follows:

- a level of education which corresponds to completed university studies attested by a diploma when the normal period of university education is four years or more, or
- a level of education which corresponds to completed university studies attested by a diploma and appropriate professional experience of at least one year when the

normal period of university education is at least three years (this one year's professional experience cannot be included in the post-graduate professional experience required below).

- Professional Experience: Have at least 14 years' post-graduate experience acquired after the required qualifications referred to above was obtained;
- Relevant Professional Experience: Of the 14 years of professional experience, have acquired at least 4 years in the transport sector, in transport policy or transport regulation;
- Management Experience: Have at least 4 years of professional experience gained in a senior management function;
- Languages: Have a thorough knowledge of English;
- Age Limit: At the deadline for applications, be able to complete the full three-year-mandate before the end of the month in which she or he reaches the age of 66.
- Travel requirements: Medium to Intense; mostly within the South East European region and to EU institutions

4. Selection criteria:

Applicants will be assessed on the basis of the following selection criteria:

1) Managerial skills

Proven capacity to manage a public body, both at strategic and at operational level;
Sound experience in leading and motivating a team in a multicultural environment;
Sound experience in managing budgetary and financial resources;

2) Technical knowledge

A University degree in economics, political sciences, law, transport or engineering is required and in addition, the candidate must have :

- Extensive knowledge of regulatory policy and practice relevant to the transport sector;
- Knowledge and / or experience in the transport sector of a Contracting Party would be an asset;
- Capacity to develop a strategic vision for the Transport Community Secretariat;
- Knowledge of the EU policies and processes, in particular of the EU transport policy, would be an asset;
- Experience in working with and/or in the SEE region would be an asset;

3) Communication

- Excellent ability to communicate orally and in writing to the public and to cooperate with stakeholders (European, international, national and local authorities, international organisations, etc.);
- Good interpersonal skills and ability to establish and maintain effective working relations in a multicultural organization and with the Parties, Treaty bodies and stakeholders that have interests in implementing the Treaty;
- Excellent negotiation skills;
- Thorough knowledge of English orally and in writing. Knowledge of an official language of the Contracting Parties is considered an asset.

4) International experience and knowledge of the EU

- Thorough understanding of the EU Institutions and how they operate and interact, and of EU policies and international activities of relevance to the activities of the Transport Community;
- Professional experience acquired in European and/or international organisations is an asset.

5. Independence and declaration of interests

The Director will be required to make a declaration of commitment to act independently in the public interest and to make a declaration in respect of any interests which might be considered prejudicial to his/her independence. Applicants must confirm their willingness to do so in their application.

6. Selection and appointment

A selection panel will be set up for the selection process. This panel will invite applicants with the best profile for the specific requirements of the post to an interview, selected on the basis of their merits relevant to the post according to the criteria set out above. Candidates shortlisted by the selection panel will then be called for an interview with the Commissioner responsible for Transport.

Following these interviews, the Commission will propose one candidate to the Regional Steering Committee of the Transport Community. The Regional Steering Committee may ask for a hearing of the nominee before the decision for appointment is taken. The Regional Steering Committee will decide on the appointment of the Director, after consulting the Ministerial Council.

7. Equal opportunities

The Commission and the Transport Community applies a policy of equal opportunities and non-discrimination in accordance with the Rules for Recruitment, working conditions and geographical equilibrium of the Permanent Secretariat's Staff.

8. Conditions of employment ¹

The Director will be appointed as staff of the Transport Community for a three-year period, with a probation period of 6 months. The contract may be extended for successive periods of three years, based on performance and subject to decision by the Regional Steering Committee.

The place of employment is Belgrade, where the Transport Community Permanent Secretariat is based.

Compensation will be commensurate with the qualifications and experience of the successful candidate, corresponding to experience and education. Annual salary will range from EUR 96.000 to EUR 120.000, depending on the level of experience ².

Availability at the earliest convenience would be an advantage.

9. Application procedure

For applications to be valid, candidates must submit:

- (1) a motivation letter;
- (2) a Curriculum Vitae (CV) in English. The CV should preferably be drafted using the Euro pass CV format³. The CV must imperatively refer to the job requirements as listed in the present vacancy notice and explain how, in the candidate's view, she/he meets at least each of the skills and competences mentioned therein.

and

- Certified copies of diplomas or certificates of studies
- Copy of passport/ID
- Employer references, work certificates or employment contracts
- A signed declaration using the attached form in Annex

Applications that are incomplete will be rejected.

¹ More details can be found in the Staff Regulations of the Transport Community on [http](http://www.parlament.gv.at)

² Subject to approval by the Ministerial Council.

³ The Europass CV can be downloaded from the website:
<http://europass.cedefop.europa.eu/htm/index.htm>

In order to facilitate the selection process, all communication with applicants concerning this vacancy will be in English.

Applications should be sent *by e-mail* to: XXXMOVE @ec.europa.eu (mail box to be created)

Applicants are asked to report any change of address in writing without delay to the address above.

Contact persons for additional information:

XXXX

10. Closing date

Applications must be sent by email no later than XXX (date of the e-mail). The Commission reserves the right to extend the closing date of this vacancy by publication on the websites of the European Commission and of the Transport Community.

Shortlisted candidates will be contacted to schedule the interviews. The interviews will be organized in Brussels, Belgium.

11. Important information for applicants

Applicants are reminded that the work of the selection committees is confidential. It is forbidden for applicants to make direct or indirect contact with members of these committees or for anybody to do so on their behalf.

12. Protection of personal data

The Commission will ensure that candidates' personal data are processed as required by Regulation on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. This applies in particular to the confidentiality and security of such data⁴.

⁴ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 (OJ L 8, 12/01/2001, p. 1).

APPENDIX: Applicant's declaration

Language skills:

Mother tongue:

Other languages:

.....

APPLICANT'S DECLARATION

- (1) I, the undersigned, declare that the information provided in this application form and its enclosures is correct and complete.
- (2) I declare that:
 - (a) I am a national of one of the Member States of the European Union or one of the South East European Parties as listed in the Treaty establishing the Transport Community and enjoy my full rights as a national.
 - (b) I have fulfilled any obligation imposed on me by the laws concerning military service.
 - (c) I can produce appropriate character references to prove my suitability for the performance of the envisaged duties.
- (3) Upon request, I will provide supporting documents concerning the three points 2) a., b. and c. above promptly, and I recognize that, if I do not provide such documents, my application will not be considered.
- (4) I am aware that the following supporting documents are essential for the admissibility of my application form:
 - (a) Documents proving the date of birth, nationality and residence
 - (b) Diplomas or certificates of studies at the level required
 - (c) Employer references, work certificates or employment contracts
- (5) I declare that I have not been subject of a penal or disciplinary condemnation (public service or professional bodies) and that I am not the subject of disciplinary or criminal proceedings.
- (6) I am aware that any false declaration may result in the cancellation of my application or, if necessary, the termination of the employment agreement with the Permanent Secretariat of the Transport Community.

.....

Date

.....

Signature

ATTACHMENT 2: VACANCY NOTICE FOR THE DEPUTY DIRECTOR OF THE PERMANENT SECRETARIAT OF THE TRANSPORT COMMUNITY

Permanent Secretariat of the Transport Community

The Permanent Secretariat of the Transport Community is announcing a vacancy call for a full time position of

DEPUTY DIRECTOR OF THE PERMANENT SECRETARIAT

OF THE TRANSPORT COMMUNITY /

HEAD OF ADMINISTRATIVE AND FINANCIAL SECTOR

Full Time Position

1. The Transport Community Permanent Secretariat

The Transport Community is an International Organisation established by the Treaty establishing the Transport Community ("the Treaty") that was signed on 9 October 2017 and comprises the following Parties: the European Union, Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Kosovo*, Montenegro and Serbia. The Transport Community shall be based on the progressive integration of transport markets of the South East European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

The aim of the Treaty therefore is the creation of a Transport Community in the field of road, rail, inland waterway and maritime transport as well as the development of the transport network between the European Union and the South East European Parties (SEE). The Permanent Secretariat of the Transport Community ("the Secretariat") is one of the institutions set up under the Treaty. Being the only institution with permanent staff, it provides administrative support to the other institutions of the Transport Community (the Ministerial Council, the Regional Steering Committee, the technical committees and the Social Forum), acts as a Transport Observatory to monitor the performance of the indicative TEN-T extension of the comprehensive and core networks to the Western Balkans.

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

It also supports the implementation of the Western Balkans Six (WB6) Connectivity Agenda aiming to improve links within the Western Balkans as well as between the region and the European Union and reviews the implementation of the obligations under the Treaty.

The Secretariat has an initial staff of 18 experts (that could be expanded) and manages the Transport Community budget, which amounts to EUR 1.626.000 € for 2019.

The working language of the Transport Community is English.

The Secretariat is based in Belgrade. The aim of the Secretariat is to:

- (a) provide administrative support to the Ministerial Council, the Regional Steering Committee, the technical committees and the Social Forum;
- (b) act as a Transport Observatory to monitor the performance of the indicative TEN-T extension of the comprehensive and core networks to the Western Balkans; and
- (c) support the implementation of the Western Balkans Six (WB6) Connectivity Agenda aiming to improve links within the Western Balkans as well as between the region and the European Union.

1. Description of the position

Under the direct supervision of the Director, the Deputy Director / Head of the administrative and financial sector will be responsible of the preparation of the Budget of the Transport Community's Permanent Secretariat (hereafter : the "Secretariat") and of the all related staff issues. He will also have the responsibility to monitor the communication strategy of the secretariat as well as the regular maintenance of the transport databases / IT system, including the website of the secretariat.

In the absence of the Director, he will take the responsibility for the overall direction and management of the Secretariat.

2. Main Tasks of the Deputy Director / Head of administrative and financial sector.

The main tasks will be:

On financial issues.

1. To prepare the budget of the Transport Community as a whole and of the Permanent secretariat in Particular;
2. To assist the director in managing operationally the budget, in compliance with the EU rules of financial management;

3. To prepare operational information, as well as regular ad hoc reports for the competent institutions, relating to the preparation and management of the budget of the Transport Community; preparation of consolidated financial statements; response to the internal / external audit observations;

4. To be in charge of the availability and operation of efficient internal control systems and maintenance of relevant accountancy records;

5. To initiate the development and implementation of the accounting system, with a view to set an efficient and reliable reporting on financial activities, to improve the performance of the budget management and its control;

On human resources / staff matters.

1. To liaise with the external accounting service as well as other related authorities (insurance companies / ministries);

2. To make the overall control of the maintenance of the database related to the leave entitlements of the officials in accordance with the Staff Regulations;

3. To prepare the procedures and assist the Director in the recruitment of officials of the Secretariat, from administrative and legal point of view;

On IT and Communication related issues :

1. To monitor the setting up of the Secretariat's website and its communication policy, in liaison with the Director;

2. To monitor the regular update of the IT systems of the Secretariat including the update of the transport databases located in the Secretariat;

3. Under the direct supervision of the Director, to organize and update the communication tools and instruments of the secretariat; to liaise with the operational units in view to set up a communication plan for the Secretariat;

3. Eligibility criteria:

To be considered for the selection phase, applicants must meet the following eligibility criteria by the closing date for applications:

- **Citizenship**: Be a citizen of a Contracting Party of the Transport Community or of a Member State of the European Union.

- **University Degree or Diploma**: A University degree is required, as follows:

- a level of education which corresponds to completed university studies attested by

a diploma when the normal period of university education is four years or more, or
- a level of education which corresponds to completed university studies attested by a diploma and appropriate professional experience of at least one year when the normal period of university education is at least three years (this one year's professional experience cannot be included in the post-graduate professional experience required below).

- **Professional Experience**: Have at least 10 years' post-graduate experience acquired after the required qualifications referred to above was obtained;

- **Relevant Professional Experience**: Of the 10 years of professional experience, have acquired at least 4 years in administration / human resources / budget departments;

- **Languages**: Have a thorough knowledge of English;

- **Age Limit**: At the deadline for applications, be able to complete the full three-year-mandate before the end of the month in which she or he reaches the age of 66.

- **Travel requirements**: Medium to low.

4. Selection criteria :

Applicants will be assessed on the basis of the following selection criteria:

1) Technical knowledge

- Proven experience in managing operationally a budget;
- Extensive knowledge in managing human resources;
- Sound knowledge of EU rules of financial management, including auditing;
- Practice of communication tools;
- Practice of leading a small team of persons;
- Experience in working with and/or in the SEE region would be an asset;

2) Communication

- Excellent ability to communicate orally and in writing to cooperate with stakeholders (European, international, national and local authorities, international organisations, etc.);
- Thorough knowledge of English orally and in writing. Knowledge of an official language of the Contracting Parties is considered an asset.

3) International experience and knowledge of the EU

- Knowledge of the EU Institutions / international public management;

- Professional experience acquired in European and/or international organisations is an asset.

5. Selection and appointment

A selection panel will be set up for the selection process. This panel will invite applicants with the best profile for the specific requirements of the post to an interview, selected on the basis of their merits relevant to the post according to the criteria set out above.

Following these interviews, the Commission will propose one candidate to the Regional Steering Committee of the Transport Community. The Regional Steering Committee may ask for a hearing of the nominee before the decision for appointment is taken. The Regional Steering Committee will decide on the appointment of the Deputy Director on a simple majority, after consulting the Ministerial Council.

6. Equal opportunities

The Commission and the Transport Community applies a policy of equal opportunities and non-discrimination in accordance with the Rules for Recruitment, working conditions and geographical equilibrium of the Permanent Secretariat's Staff.

7. Conditions of employment⁵

The Deputy Director will be appointed as staff of the Transport Community for a three-year period, with a probation period of 6 months. The contract may be extended for successive periods of three years, based on performance and subject to decision by the Regional Steering Committee.

The place of employment is Belgrade, where the Transport Community Permanent Secretariat is based.

Compensation will be commensurate with the qualifications and experience of the successful candidate, corresponding to experience and education. Annual salary will range from EUR 72.000 to EUR 84.000, depending on the level of experience⁶.

Availability at the earliest convenience would be an advantage.

8. Application procedure

For applications to be valid, candidates must submit:

- (a) a motivation letter;
- (b) a Curriculum Vitae (CV) in English. The CV should preferably be drafted using the Euro pass CV format⁷. The CV must imperatively refer to the job requirements as

⁵ More details can be found in the Staff Regulations of the Transport Community on <http>

⁶ Subject to approval by the Ministerial Council.

listed in the present vacancy notice and explain how, in the candidate's view, she/he meets at least each of the skills and competences mentioned therein.

and

- (a) Certified copies of diplomas or certificates of studies
- (b) Copy of passport/ID
- (c) Employer references, work certificates or employment contracts
- (d) A signed declaration using the attached form in Annex

Applications that are incomplete will be rejected.

In order to facilitate the selection process, all communication with applicants concerning this vacancy will be in English.

Applications should be sent *by e-mail* to: XXXMOVE @ec.europa.eu (mail box to be created)

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Contact persons for additional information:

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9. Closing date

Applications must be sent by email no later than XXX (date of the e-mail).

The Commission reserves the right to extend the closing date of this vacancy by publication on the websites of the European Commission and of the Transport Community.

Shortlisted candidates will be contacted to schedule the interviews. The interviews will be organized in Brussels, Belgium.

10. Important information for applicants

Applicants are reminded that the work of the selection committees is confidential. It is forbidden for applicants to make direct or indirect contact with members of these committees or for anybody to do so on their behalf.

11. Protection of personal data

⁷ The Europass CV can be downloaded from the website:
<http://europass.cedefop.europa.eu/htm/index.htm>

The Commission will ensure that candidates' personal data are processed as required by Regulation on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. This applies in particular to the confidentiality and security of such data⁸.

⁸ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 (OJ L 8, 12/01/2001, p. 1).

APPENDIX: Applicant's declaration

Language skills:

Mother tongue:

Other languages:

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APPLICANT'S DECLARATION

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 - (b) I have fulfilled any obligation imposed on me by the laws concerning military service.
 - (c) I can produce appropriate character references to prove my suitability for the performance of the envisaged duties.
- 3) Upon request, I will provide supporting documents concerning the three points 2) a., b. and c. above promptly, and I recognize that, if I do not provide such documents, my application will not be considered.
- 4) I am aware that the following supporting documents are essential for the admissibility of my application form:
 - (a) Documents proving the date of birth, nationality and residence;
 - (b) Diplomas or certificates of studies at the level required;
 - (c) Employer references, work certificates or employment contracts.
- 5) I declare that I have not been subject of a penal or disciplinary condemnation (public service or professional bodies) and that I am not the subject of disciplinary or criminal proceedings.
- 6) I am aware that any false declaration may result in the cancellation of my application or, if necessary, the termination of the employment agreement with the Permanent Secretariat of the Transport Community.

.....

Date

.....

Signature