

DECISION No 2023/02
OF THE REGIONAL STEERING COMMITTEE OF THE TRANSPORT
COMMUNITY
of 28 March 2023
on the rules on secondment and locally contracted experts

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 secondment and locally contracted experts, attached to this Decision, are hereby adopted.


For the Regional Steering Committee

The President

Rules on Secondment and locally contracted experts

1. Definitions

- 1.1 'TCT Secretariat' means the Permanent Secretariat of the Transport Community;
- 1.2 'Director' means the Director of the TCT Secretariat;
- 1.3 'Staff members' means all officials of the TCT Secretariat, namely Director, Deputy Director and all other staff from the Contracting parties, working permanently at the TCT Secretariat in accordance with the Staff regulations, excluding the seconded and locally contracted experts;
- 1.4 'South East European parties' means Albania, Bosnia and Herzegovina, Kosovo*, Montenegro, North Macedonia and Serbia;
- 1.5 'secondee' means employee employed by the original (actual) employer, but temporarily sent to for the rendering of services to the TCT Secretariat;
- 1.6 'Secondment' means the temporary assignment of an employee from a separate organization to the TCT Secretariat for a specified period, to carry out a specific activity;
- 1.7 'Headquarters' refers to the place where the seat of the TCT Secretariat is located;
- 1.8 'Transport public institutions' means all transport-related administrative bodies at all state levels, such as ministries and other public entities and institutions, within the parties to the TCT;
- 1.9 'TCT' means Transport Community Treaty;
- 1.10 Locally contracted person means any expert engaged for a limited period of time and performing the activities locally in any of the South East European parties.

2. Secondments

- 2.1 When planning the secondment, the TCT Secretariat shall ensure that the needs of the TCT Secretariat are a primary guiding principle, in accordance with the Transport Community Treaty and the agreed Annual Work Programme.
- 2.2 The Transport public institutions of the TCT Contracting Parties are entitled to secondment of experts (hereinafter referred to as secondees) for an assignment within the TCT Secretariat.
- 2.3 A secondee shall be staff employed in public administration, having worked for their employer on a permanent or contract basis for at least two years before their secondment and remaining in the service of that employer throughout the period of secondment. They shall have at least three years' experience of legal, scientific, technical, advisory or supervisory functions in a transport-related field.

* 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.

2.4 The secondee's employer shall undertake to continue to pay the secondee's salary and maintain the secondee's administrative status throughout the period of secondment. The secondee's employer shall also continue to be responsible for the social rights of the secondee, in particular health and pension insurance and other social security contributions as required by the domestic legislation. The termination of or change in the secondee's administrative status may lead to the termination of the secondment by the TCT Secretariat.

2.5 The secondee shall be a citizen of any Member State of the European Union or any South East European Party.

2.6 The TCT Secretariat does not cover any other engagement costs to the secondee, aside of what is stipulated in point 10.

2.7 The place of secondment shall be the seat of the TCT Secretariat in Belgrade.

2.8 The secondee shall have an excellent command of the English language.

2.9 The Director of the TCT Secretariat shall inform the Regional Steering Committee, through the Annual operational report, on the state of play of the secondments for the previous year.

3. Selection procedure

3.1 The TCT Secretariat shall do a yearly assessment of its administrative and financial capacity for the number of secondees that could be accommodated in the TCT Secretariat. The TCT Secretariat shall define the expertise/profile of the secondee needed, following the plan of activities described in the Annual Working Programme for the particular year. The financial capacity will be determined by the annual budget availability.

3.2 The secondee shall be selected through an open and transparent procedure that includes a selection panel consisting of a European Commission representative, the Chair or Co-Chair of the TCT Regional Steering Committee, and a representative of the TCT Secretariat.

3.3 An invitation for submitting secondment applications in a given year shall be sent by the TCT Secretariat to the South East European parties, according to their alphabetical order as described in 1.4, Albania, Bosnia and Herzegovina, Kosovo, Montenegro, North Macedonia and Serbia, and the EU. Each South East European party and the EU shall be invited to submit a shortlist of minimum two and maximum three candidates that fulfil the selection criteria for a subsequent interview with the selection panel.

3.4 The selection procedure and criteria shall be drafted by the TCT Secretariat and presented to the Regional Steering Committee.

3.5 In the event that the secondment applications come from the South East European Party holding the Presidency of the Regional Steering Committee, the selection panel shall consist of the European Commission representative, the Chair or Co-Chair of the next TCT Regional Steering Committee, and the representative of the TCT Secretariat.

3.6 Following proposal of the Selection Panel, the secondment shall be authorised by the TCT Secretariat Director

3.7 The secondment shall require an act of appointment by the TCT Secretariat Director and written agreement on the terms and conditions governing secondment, including of the respective institution, which is the formal employer of the secondee. This will be effected by an exchange of letters between the TCT Secretariat Director and the Head of the institution proposing the secondee.

4. Period of secondment

4.1 The period of secondment shall be limited to six months.

4.2 Secondees shall serve on a full-time basis throughout the period of secondment.

5. Tasks of the secondee

5.1 Secondees will receive a work plan with clearly defined tasks and responsibilities, as well as lines of reporting.

5.2 All work-related arrangements shall be made in writing. The department to which the secondee is assigned shall inform the secondee and his/her employer, before the start of the secondment, on the intended duties and tasks and ask them to confirm in writing that they do not know of any reason (for ex. conflict interest, or not in line with the professional competencies of the secondee etc.) against the assignment of those duties and tasks to the secondee.

5.3 The secondee shall not represent the TCT Secretariat or enter into commitments, whether financial or otherwise, or negotiations with third parties, on behalf of the TCT Secretariat. In particular, the secondee:

shall not engage in any activity outside the Transport Community during the secondment period, which is incompatible with the proper performance of their duties or may cause a conflict between personal interests and the interests of the Transport Community, or may cause damage to the reputation of the Transport Community.

shall not engage in any paid activity during the secondment period outside the Transport Community without prior written approval of the Director.

who has a share, directly or indirectly, of a company involved in the transport sector, which allows him or her to influence the management of the company, shall notify in writing the Director about that fact.

5.4 The TCT Secretariat shall remain solely responsible for approving the results of any tasks performed by the secondee and for signing any official documents resulting from these tasks.

5.5 The employer and the secondee shall also undertake to inform the TCT Secretariat of any change of circumstances during the secondment, in particular which could give rise to any conflict as defined in 5.3.

5.6 Failure on the part of the secondee to comply with the assigned tasks or to comply with the provisions under 5.3 shall entitle the TCT Secretariat Director, if sees fit, to terminate the secondment.

5.7. At the end of the Secondment, an exit interview and an evaluation report will be produced by the Secretariat. The report will be shared with the secondee and the institution that proposed him/her.

6. Rights and obligations of the secondee

6.1 During the period of secondment:

The secondee shall carry out duties and conduct solely in the interests of the TCT Secretariat following aims and goals of Transport Community Treaty.

The Secondee shall neither seek nor take instructions from any government, authority, organisation or person outside the TCT Secretariat.

The Secondee shall carry out the duties assigned objectively, impartially and in keeping loyalty to the TCT Secretariat.

The secondee shall refrain from any unauthorised disclosure of information received in the line of duty unless that information has already been made public or is accessible to the public.

The secondee has the right to freedom of expression, with due regard for the principles of loyalty and impartiality.

There shall not be any publication or public performance made by the secondee without prior approval of the TCT Secretariat Director.

All rights on any work done by the secondee in the performance of the duties during secondment shall be the property of the TCT Secretariat.

Any failure to comply with any of the provisions of these secondment rules shall entitle the TCT Secretariat Director to terminate the secondee's secondment.

7. Suspension of secondment

7.1 At the written request of either the secondee or his/her employer, and with the latter's agreement, the TCT Secretariat Director may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions, the subsistence allowances prescribed by the secondment rules shall not be payable.

8. Termination of periods of secondment

8.1 The secondment may be terminated:

by the secondee's employer, if the employer's essential interests so require;
by the TCT Secretariat Director and the employer acting jointly, at the request of the secondee addressed to both parties, if the secondee's personal or professional interests so require;
by the TCT Secretariat Director in the event of failure by the secondees or their employer to comply with the duties and tasks assigned and/or the secondment rules. The TCT Secretariat shall immediately inform secondee and secondee employer, accordingly;

In case of termination of or change in the secondee's administrative status.

8.2 The termination will be subject to a one-month notice.

9. Social security of secondee

9.1 Before the period of secondment begins, the secondee's employer shall certify that the secondee shall remain, throughout the period of secondment, subject to health and pension insurance and other social security contributions required by the domestic legislation of the employer, who will also confirm their responsibility for related expenses incurred abroad.

9.2 From the day on which the secondment begins, the secondee shall be insured against the risk of occupational disease or accident, attributable to the performance of official duties by the TCT Secretariat, in line with the Rules on the contribution of the Transport Community to the health, unemployment, pension and disability insurance for staff of the TCT Secretariat of the Transport Community, article 4.

10. Subsistence allowances for the secondee

10.1 The secondee shall be entitled to a daily subsistence allowance (DSA) per calendar day throughout the period of secondment.

10.2 The purpose of the DSA is to cover all the expenses at the place of the secondment. The DSA shall be payable for every calendar day of the month, including periods of mission, annual leave, special leave and holidays granted by the TCT Secretariat..

The DSA shall be paid to a bank account of the secondee.

In the event of unauthorised absence, DSAs shall not be paid to the secondee, and TCT Secretariat Director may decide to terminate secondment

10.3 DSA rate shall be 91.28 EUR.

10.4 Before the secondment, the employer shall certify to the TCT Secretariat that during the secondment it will maintain the level of remuneration the secondee was receiving at the time of secondment.

10.5 The secondee shall not engage in any paid activity outside of the TCT Secretariat during the secondment.

10.6 When the secondee starts the secondment, the first 45 days of the subsistence allowances to which secondee is entitled, shall be advanced in a form of a lump sum. For secondments starting on the first day of the month, this lump sum shall be paid by the 25th day of the month. For secondments starting on the 16th day of the month, this lump sum shall be paid by the 10th day of the following month. If the secondment is ended during the first 45 days, the secondee shall return the amount corresponding to the remainder of that period.

10.7 Secondees, as well as their dependants, shall not be entitled to any other benefits, allowances or compensations such as travel and relocation costs upon taking up duties and termination of service, contribution to the health, unemployment, pension and disability insurance, education allowance, etc., aside the ones stipulated in these secondment rules.

11. General provisions applicable to the secondee

11.1 The working hours for secondees shall be in line with the Article 5 of the Staff Regulations.

11.2 Sick leave may not extend beyond the duration of the secondment of the person concerned.

11.3 The rules in force at the TCT Secretariat on annual, special, sick, bereavement leave shall apply to secondees¹.

11.4 Any unused leave with the employer before the start of the secondment shall not be considered nor made available when seconded to the TCT Secretariat.

11.5 During the secondment, leave shall be subject to prior authorisation by the department to which the secondee is assigned as well as the TCT Secretariat's Management.

11.6 Days of annual leave not taken by the end of the period of secondment shall be forfeited.

11.7 Secondees may be sent on mission by the TCT Secretariat. Mission expenses shall be reimbursed in accordance with the Travel rules for staff of the Transport Community.

11.8 Secondees shall be entitled to attend training courses organised by the TCT Secretariat, if in the interests of the TCT Secretariat.

11.9 Secondees shall sign a declaration of absence of conflict of interest and of confidentiality before taking up their work.

11.10 The relation between the Transport Community and the secondee shall not be governed by Serbian law or the law of any other local jurisdiction, but by the Staff Regulations and Headquarters Agreement of the TCT Secretariat.

¹ TCT Staff Regulations: https://www.transport-community.org/wp-content/uploads/2019/11/transport-communitystaffrules_annexe2.pdf

11.11 The Transport Community shall not be liable for any contributions to systems of social security, insurances or any other arrangement entered into or requested by the secondee in his/her individual capacity.

11.12 Seconded shall present the TCT Secretariat a written confirmation of their health and pension insurance coverage before taking up work.

11.13 Seconded shall not have any claim to employment to the TCT Secretariat.

11.14 In case of a dispute between the TCT Secretariat and the secondee, Article 14 of the Annex II of the Staff Regulations of the Transport Community shall apply.

12. Locally contracted experts

12.1 The Director may engage locally contracted person under an hourly rate ("locally contracted expert"), for the TCT Secretariat or South East European parties, subject to the following cumulative conditions:

need of additional administrative or expert support related to the implementation of the TCT

for which there is lack of capacities or knowledge

for a limited period

budget availability.

12.2 Engagement of locally contracted experts shall be done by way of a service agreement which shall determine the hourly rate, description of assigned tasks, period of engagement and confidentiality obligations. The service agreement shall not be governed by Serbian law or the law of any other local jurisdiction.

12.3 Locally contracted experts shall be selected in a transparent procedure led by the TCT Secretariat and will be deployed on an ad hoc basis. Locally contracted experts may not be deployed for more than 320 working hours per year. In any event, the deployment of locally contracted person should not lead to a circumvention of the Recruitment Rules. The TCT Secretariat or South East European parties can engage a maximum of one locally contracted person per year.

12.4 Locally contracted experts shall not be considered either staff members or officials of the TCT Secretariat and shall not be governed by the Staff Regulations nor the Headquarters Agreement of the Transport Community.

12.5 Locally contracted experts, as well as their dependents, shall not be entitled to any other benefits, allowances or compensations besides the hourly rate agreed and included in the service agreement.

12.6 Locally contracted experts shall not have any claim to employment by the Transport Community TCT Secretariat.

13. Final provisions

13.1 The Director is responsible for the proper implementation of these rules.

13.2. These rules apply from the first day of the calendar month following the adoption.

13.3 The Director may propose to the Regional Steering Committee to review these rules if any reasonable circumstance arise.