

## **Rules for implementing certain provisions of the Agreement**

### **Article 1 - Scope of the Agreement**

At the date of signature of the Agreement, the bodies referred to in Article 1 are as follows:

- European Foundation for the Improvement of Living and Working Conditions;
- European Centre for the Development of Vocational Training;
- European Environment Agency;
- European Training Foundation;
- European Monitoring Centre for Drugs and Drug Addiction;
- European Agency for Safety and Health at Work;
- Community Plant Variety Office;
- European Agency for the Evaluation of Medicinal Products;
- Office for Harmonisation in the Internal Market;
- European Police Office;
- Translation Centre for the Bodies of the European Union;
- European Monitoring Centre on Racism and Xenophobia;
- European Agency for Reconstruction;
- European Food Safety Authority;
- European Maritime Safety Agency;
- European Aviation Safety Agency;
- European Network and Information Security Agency;
- Eurojust.

The contracting parties will be informed of any changes to the list.

### **Article 7 - Flat-rate travel allowance**

A flat-rate travel allowance is due when ACIs whose professional domicile is outside their place of assignment must travel on the eve of the first day of their assignment or are unable to return to their professional domicile before midnight on the final day of the assignment.

However, this allowance shall not be due if the ACI receives, for the same day, a daily fee (Article 6 of the Agreement) from the Community budget.

If ACIs have two consecutive contracts with two different institutions at two different locations, they will be granted the same remuneration as if the change of location took place within the same institution.

### **Article 9 - Daily subsistence allowance**

The 60 km distance (local area) is calculated on the basis of the official railway figures for the most direct route. The supplementary daily subsistence allowance equal to the daily subsistence allowance is due when the ACI cannot leave the place of assignment on the final day of the assignment.

If the ACI cannot obtain prepaid tickets from the accredited agency, the daily subsistence allowance shall be paid in advance if the ACI so requests.

If the ACI is sick at the place of assignment, the daily subsistence allowance shall still be paid and accommodation costs reimbursed.

The institutions shall reimburse the purchase of a hotel loyalty card as it is paid off.

#### Article 10 - Reimbursement of travel expenses

- a) For the purposes of applying Article 10 of the Agreement, ACIs may choose the means of transport for the outward and return journey between their professional domicile and the place of assignment. The right to air travel is guaranteed for all journeys of over 300 km. The ACI determines the route and time of the journeys for the performance of contracts concluded with one or more institutions, but ceilings apply to the reimbursement of travel expenses and payment of any allowances, limited, except in cases of *force majeure*, to the most direct route and overall most economic means of transport.
- b) If the ACI can obtain prepaid tickets from the accredited agency (hereinafter referred to as “the agency”), no advance on travel expenses will be paid. In such a case, the fee (100%) and daily subsistence allowance(s) are paid within five working days of the final day of the contract.

In all other cases, travel expenses may be reimbursed in advance at the ACI's request (in accordance with Article 10 of the Agreement).

- c) The use of the agency is optional.
- d) If special arrangements are made for officials and other staff for meetings away from the institutions' usual places of employment, the same arrangements apply to ACI staff in the same team whose professional domicile is in one of these places of employment. They will be informed of the specific arrangements as soon as possible and at all events in good time.

#### 1. Procedure for reimbursement on presentation of supporting documents demonstrating travel costs incurred

- By air:

- a) For journeys of over 300 km or under 300 km when the overall cost of the plane ticket is less than the cost of a railway ticket for the same journey, a semi-flexible IATA ticket that can be exchanged and refunded with penalties – where the journey time is compatible with the requirements of the contract – including airport tax and the cost, without any supporting document being required, of a journey by public transport between the airport and the city centre.

Upon presentation of a semi-flexible ticket which can be reimbursed and exchanged subject to certain penalties, the ACI shall be automatically reimbursed, without further supporting documents being required.

The ACI is authorised to purchase a higher-category ticket in the following cases:

- i. if no semi-flexible rate exists;
- ii. if the semi-flexible rate is no longer available because:
  - the ACI has been engaged at short notice;
  - the contract and/or place of assignment has/have been changed;
  - the programme and the flight have been changed at the request or with the authorisation of the department.

In such cases, the ACI will benefit from an automatic reimbursement of the higher-category ticket. In all other cases, the ACI will have to provide evidence to justify the purchase of a higher-category ticket.

- b) The institutions will bear all costs arising from a change of programme and/or contract, and/or the cancellation of a contract for which they are responsible, as well as in cases of *force majeure* or the illness of the ACI. The same applies if a relative of an ACI falls ill or dies, in accordance with the arrangements for officials of the institutions.
- c) A business class ticket will be reimbursed for air travel lasting more than four hours (time spent in the air) to destinations outside the continent of Europe.
- d) Circular tickets will be reimbursed to the amount of a return ticket between the professional domicile and the place of assignment.

- *Rail travel*: a full first-class fare, including special trains and double sleeper. The institutions shall reimburse the purchase of a rail subscription as it is paid off.

- *By car*: on the basis of the rail fare for the most direct route.

## 2. Supporting documents

a) The following count as supporting documents:

- air ticket or stub or the proof of reservation and payment of an electronic ticket and boarding cards;

- rail ticket for assignments for institutions which require this of their officials or a statement signed by the ACI that the journey was by rail where the regulations require the traveller to give up the ticket on arrival;

- a statement by the ACI that travel was by private car; if the travel by car leads to an entitlement to the payment of a flat-rate travel allowance, the ACI shall provide evidence that the travel was made by car by any means at his or her disposal;

- as a general rule, any supporting document required of officials or other staff of the institution for which the ACI is working.

b) Supporting documents must contain the following information:

- name of the carrier;

- date of issue and of expiry of the ticket with the fare and the currency;

- the place of assignment to be shown as the place of arrival before the start of the contract and place of departure at the end of the contract;

- where appropriate, the name of the ACI.

## Article 12 - Long journeys and tiring missions

### *1. Long journeys*

a) For Parliament and the Commission

Where the destination of travel has a time difference of more than four hours with respect to the place of departure and/or is in a different hemisphere, one day's leave at the place of assignment before the start of official work is granted to the ACI.

Where the ACI is contracted for the day following the return from a mission which has included long-distance travel, they will not be assigned to a meeting.

However, if the ACI is not contracted for that day, they will receive a flat-rate compensatory allowance (Article 7 a of the Agreement).

b) For the Court of Justice

Not applicable.

### *2. Tiring missions*

a) For the Commission

When, during an itinerant mission, a working day comprises more than 12 hours on duty, the ACI will be paid a supplement corresponding to one flat-rate compensatory allowance (Article 7a of the Agreement) per day comprising more than 12 hours on duty.

b) For Parliament

The provisions applicable to staff interpreters are applicable *mutatis mutandis*<sup>1</sup>.

c) For the Court of Justice

Not applicable.

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<sup>1</sup> In 2008, there are no such provisions applicable to staff interpreters.

#### Article 16 - Sickness and accident insurance

Two thirds of the premium is paid by the Institution and 1/3 by the ACI.

#### Article 18 - Terms of payment

Where an institution through its own fault fails to make payments within the time stipulated in point 1, it will inform the professional representatives concerned without delay.

Payment times run from the date on which the administration receives the required documents from the ACI.

Default interest is covered by the measures in the Financial Regulation and its implementing rules.

#### Article 19 - Revision of the Agreement and consultation

The members of the delegation under contract to one of the institutions of the European Union participate automatically in the consultations.

#### Article 20 - Professional representatives

In accordance with usual practice, the professional representatives are relieved of their service requirements for the time required for meetings between the delegation and the institution concerned.

The same applies to the preparation for these meetings, with the time in question to be agreed between the departments concerned and the members of the delegation.

#### Article 24 - Rules of assignment and composition of teams

1. ACIs are at the disposal of the Institution for which they have been engaged from the time given to them by the recruiting department. If no time has been given, they must be at the disposal of the institution from 09:00 on the first day of their assignment.

##### *2. For the Commission*

- a) on the last day of their assignment, ACIs who can still return to their professional domicile before midnight if they leave Brussels at 19:30 at the earliest will be released two hours before the scheduled take-off of the last flight or 45 minutes before the scheduled departure of the last train, even if the meeting to which they have been assigned is continuing;
- b) on the last day of their assignment, ACIs whose professional domicile is at the place of assignment:

- 1) are released no later than 21.00;
- 2) may, if they so request before the start of their assignment, be entitled to benefit, *mutatis mutandis*, from paragraph 2(a) so that they can take up an assignment in another place the following day.

### 3. *For the Court of Justice*

Given the Court's planning constraints, if departure from Luxembourg cannot be guaranteed on the last day of the contract, because of flight or train times, ACIs will use a ticket allowing them to leave Luxembourg the day after the final day of the contract and will be paid a flat-rate travel allowance and a daily allowance and will have their hotel expenses reimbursed or be granted a flat-rate accommodation allowance.

However, ACIs may, in agreement with the planning unit, leave Luxembourg on the last day of the contract if the length of the meeting to which they have been assigned allows them to reach their professional domicile before midnight. The Court will bear the cost of any penalties linked to changing the travel ticket or cancelling the hotel room.

### 4. *Guaranteed evenings off. Commission:*

The Commission will establish a system allowing ACIs to enter guaranteed evenings off in the register kept by the planning unit. This unit will keep the register so that ACIs can enter evenings off giving minimum notice of two weeks. If, for planning reasons, the unit cannot accept an application for a guaranteed evening off, a reasoned refusal will be communicated to the ACI in question at least one week in advance.

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