

### 2.3.1.

## **IMPLEMENTING MEASURES FOR TITLE VII OF THE CONDITIONS OF EMPLOYMENT OF OTHER SERVANTS OF THE EUROPEAN UNION**

**BUREAU DECISION OF 14 APRIL 2014**

THE BUREAU OF THE EUROPEAN PARLIAMENT,

- having regard to the Treaty on the Functioning of the European Union, and in particular Article 336 thereof,
- having regard to Council Regulation (EC) No 160/2009 of 23 February 2009, as amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013, amending the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union<sup>1</sup> (the Regulation),
- having regard to Rule 23(2) and (5) of the European Parliament's Rules of Procedure<sup>2</sup>,

Whereas:

- (1) In the light of the mutual trust which must characterise the working relationship between accredited parliamentary assistants and the Member or Members of the European Parliament whom they assist, the Regulation lays down common rules governing the conditions of employment of accredited parliamentary assistants, who constitute a new category of other servants. The Regulation makes such assistants subject to the Conditions of Employment of Other Servants of the European Union in such a way as to take account of their particular circumstances, the particular tasks they are called on to perform and the specific duties and obligations they must fulfil vis-à-vis the Members of the European Parliament for whom they are called on to work. The specific nature of their functions has also been taken into account in the drafting of these implementing measures.
- (2) With a view to implementing the Regulation, Parliament has been empowered by the legislator to adopt implementing measures by internal decision. The adoption of such implementing measures is the responsibility of the Bureau, which may revise them at any time, in particular to adjust the amounts and percentages set out therein.
- (3) The purpose of these implementing measures is to supplement the Regulation not only in cases where its provisions expressly stipulate that the conditions for their implementation shall be laid down by Parliament but also in cases where such implementation requires that implementing measures be drawn up in advance.

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<sup>1</sup>OJ L 287, 29.10.2013.

<sup>2</sup>Version in force when this decision was last amended.

- (4) In connection with the rights and obligations of accredited parliamentary assistants, it is essential to take due account of the specific nature of the functions and duties of such assistants and the mutual trust which must characterise the working relationship between them and the Member or Members of the European Parliament whom they assist.
- (5) As regards grading, the implementing measures set out a transparent framework under which grades are assigned to accredited parliamentary assistants as directed by the Members concerned.
- (6) With regard to groupings of Members formed with a view to sharing the services of one or more accredited parliamentary assistants, and in view of the major repercussions such arrangements may have for the contractual relationship between an accredited parliamentary assistant and Parliament, basic rules governing the formation of such groupings, alterations to their membership, and their dissolution need to be established.
- (7) These implementing measures comply with the principle of budgetary neutrality.

HAS ADOPTED THIS DECISION:

## **Chapter 1** **General provisions**

### *Article 1* *Definitions*

For the purposes of these implementing measures:

- (1) 'Staff Regulations' means the Staff Regulations of Officials of the European Union<sup>3</sup>;
- (2) 'CEOS' means the Conditions of Employment of Other Servants of the European Union<sup>3</sup>;
- (3) 'assistant' means accredited parliamentary assistant within the meaning of Article 5a of the CEOS;
- (4) 'Member' means Member of the European Parliament;
- (5) 'Member responsible' means: (a) the Member at whose request the assistant was employed; or (b) where the assistant was employed at the request of a grouping of Members, the Member who has been appointed by all of those Members to represent them and whose name has been notified in writing to the relevant department; during the course of the contract, the grouping may give the relevant department written notification of another name, in which case the change of Member responsible shall take effect from the date specified in the notification or, failing that, on the date on which the relevant department

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<sup>3</sup> Regulation (EEC, Euratom, ECSC) No 259/68 of the Council of 29 February 1968 laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities (OJ L 56, 4.3.1968, p. 4), as last amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013 amending the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union (OJ L 287, 29.10.2013).

receives the notification; for the purposes of the Staff Regulations and these implementing measures, the Member responsible shall act as hierarchical superior to the assistant;

- (6) 'authority empowered to conclude contracts of employment' (AECE) means the authority referred to in Article 6 of the CEOS; the powers assigned to that authority shall be exercised under the conditions laid down in the Bureau decision on the devolution of the powers of the appointing authority and of the AECE<sup>4</sup>;
- (7) 'parliamentary assistance allocation' means the maximum monthly amount of parliamentary assistance expenses defrayable, as referred to in Article 33(4) of the Implementing Measures for the Statute for Members<sup>5</sup>.

## *Article 2*

### *Groupings of Members*

1. Members may form a de facto grouping with a view to sharing the services of one or more assistants. They shall draw up an agreement establishing such a grouping and containing, inter alia, the following details:
  - (a) the grouping's name;
  - (b) a list of the Members comprising the grouping and their shares of the costs arising from the assistant's or assistants' contract(s);
  - (c) the names of the Member responsible and his or her substitute;
  - (d) the procedures governing changes to the grouping's membership or its members' shares of the costs;
  - (e) the provisions applying in the event of dissolution.
2. If one of the Members leaves the grouping, that Member shall notify the other members of the grouping and the AECE in writing, and that Member's withdrawal shall take effect two months from the date of such notification. Should the existing Members fail to agree, within that period, that the grouping should continue, the grouping shall automatically cease to exist. The dissolution of the grouping shall bring to an end the contract(s) of the assistant or assistants employed, subject to the period of notice provided for in Article 139(1)(d) of the CEOS, during which time each of the Members who initially formed the grouping shall continue to be responsible for payment of that Member's share of the costs arising from the assistant's or assistants' contract(s). These provisions shall apply, mutatis mutandis, in the event of the death of a Member who is part of a grouping.

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<sup>4</sup> Bureau decision of 3 May 2004, as amended by subsequent Bureau decisions on the subject.

<sup>5</sup> Implementing Measures for the Statute for Members of the European Parliament, adopted by Bureau decisions of 19 May 2008 and 9 July 2008.

*Article 3*  
*Administrative facilities*

1. Assistants shall enjoy free access to the facilities made available by Parliament to officials and other servants.
2. Assistants shall, however, have access only to office and telecommunications equipment made available to the Member or Members served by them, in accordance with and within the limits of the rules laid down by the Quaestors.

**Chapter 2**  
**Rights and obligations**

*Article 4*  
*Mutual trust*

1. Assistants shall aid and advise Members in the performance of their duties.
2. Members and assistants shall respect and have due regard for each other. Their work together presupposes mutual trust.

*Article 5*  
*Duty of loyalty*

Article 11, first paragraph, of the Staff Regulations shall apply to assistants, with due regard to their obligation loyally to carry out the instructions given by Members.

*Article 6*  
*Conflicts of interest*

1. Where Article 11a(2), Articles 12b, 13, 15 and 16 and Article 17a(2), first subparagraph, of the Staff Regulations apply, assistants shall supply the information referred to in each of those provisions to the AECE and to the Member responsible.
2. The AECE shall, after hearing the Member responsible, take the measures provided for in Article 11a(2) and Articles 12b, 13 and 15 of the Staff Regulations in respect of the assistants concerned. Leave on personal grounds, as provided for in Article 15 of the Staff Regulations, shall not extend beyond the term of an assistant's contract.

*Article 7*  
*Respect for Members' image and the dignity of their office*

Article 12 of the Staff Regulations shall also apply to any action or behaviour which may prove detrimental to the image of Members.

*Article 8*  
*Obligations after leaving the service*

Article 16 of the Staff Regulations shall apply only to persons having worked as assistants for at least five years.

*Article 9*  
*Obligation to exercise discretion*

Assistants shall be bound by the obligation to exercise discretion provided for in Article 17(1) of the Staff Regulations for the duration of their contracts and, on completion thereof, for two years after leaving the service.

*Article 10*  
*Freedom of expression*

1. Assistants have the right to freedom of expression, as provided for in Article 17a of the Staff Regulations, with due respect for the principles of loyalty to Members and mutual trust.
2. The AECE may also oppose publication of the matter referred to in Article 17a(2), second subparagraph, of the Staff Regulations in cases where Members are able to demonstrate that such publication is liable seriously to prejudice their legitimate interests. In applying that Article, the AECE shall act jointly with the Members concerned and shall take a decision, after having heard them, within the specified period.

*Article 11*  
*Professional training*

1. Assistants shall be entitled to attend professional training activities organised by Parliament for its staff, subject to the consent of the Member responsible and within the limits laid down in the internal rules on professional training for European Parliament staff.
2. Subject to the consent of the Member responsible, assistants may take part in other professional training activities, provided they are relevant to their duties, for up to 15 days per year.
3. If the training activities take place elsewhere than the assistant's place of employment, a mission order shall be drawn up in accordance with the relevant provisions of Articles 28 to 33.

*Article 12*  
*Decisions relating to specific individuals*

Decisions relating to specific individuals, as provided for in Article 25 of the Staff Regulations, shall also be notified to the Member responsible.

## **Chapter 3**

### **Conditions of engagement**

#### *Article 13*

##### *Recruitment request*

1. Assistants shall be recruited by Parliament at the express request of the Member(s) whom they are to assist.
2. The recruitment request shall specify the proposed date of the assistant's entry to the service, the proposed duration of the contract, the place of work (Brussels, Luxembourg or Strasbourg), the function group and grade in which the assistant is to be classified, and the assistant's working hours (full-time or part-time (50%, 60%, 75%, 80% or 90%)).

Where an assistant is recruited in order to provide support for more than one Member, the agreement establishing the grouping of Members shall be attached to the recruitment request, which shall be signed by the Member responsible.

3. In accordance with Article 43(d) of the Implementing Measures for the Statute for Members, Members may not request the recruitment of either their spouses or stable non-marital partners, as defined in Article 58(2) of those implementing measures, or their parents, children, brothers or sisters.
4. Members may not request the recruitment of anyone who has seriously infringed the rules applying within Parliament.

#### *Article 14*

##### *Minimum qualifications*

1. In accordance with Article 128(2)(f) of the CEOS, recruitment as an assistant shall require at least:
  - (a) a post-secondary education diploma,
  - (b) a secondary-education diploma giving access to post-secondary education, and appropriate professional experience of at least three years, or
  - (c) where justified in the interest of the service, training or professional experience of an equivalent level.
2. To be classified in grades 14 to 19, assistants must hold a diploma certifying successful completion of university studies of at least three years, or must have professional experience of an equivalent level.
3. Equivalent professional experience shall be understood to mean any paid activity consistent with the level of qualifications required to be eligible for the grade concerned. The performance of any such activity must be duly substantiated by supporting documents.

*Article 15*  
*Medical examination*

1. In order that Parliament may be satisfied that assistants fulfil the condition of engagement laid down in Article 128(2)(d) of the CEOS, assistants shall attend a medical examination performed by, or under the responsibility of, one of Parliament's medical officers.
2. The medical examination shall be conducted at the request of the relevant department of the Secretariat, at the latest within three months after the date on which the assistant's contract takes effect.

The three-month time limit referred to in the previous subparagraph may, if the circumstances so require, be extended by the AECE.

3. If the medical examination is conducted after the starting date of the contract, the AECE shall engage the assistant with the proviso that the contract shall be terminated in the event of a final negative medical opinion.
4. If the assistant does not undergo the medical examination referred to in paragraph 1 within the period laid down in paragraph 2, the assistant's contract shall be terminated by the AECE, pursuant to Article 139(3)(1) of the CEOS.
5. Where a negative medical opinion is given as a result of the medical examination provided for in paragraph 1, the assistant may, within 20 days of being notified by Parliament of the outcome of the examination, request that the medical committee provided for in Article 129(2) of the CEOS be consulted.
6. The assistant's contract shall be terminated with effect from three working days following notification by Parliament of the final negative medical opinion.
7. Any expenses incurred by assistants in connection with the medical examination shall be reimbursed under the same conditions as those applying to other servants of Parliament. However, where the medical committee referred to in paragraph 5 confirms the conclusions of the medical examination provided for in paragraph 1, the assistant shall pay 50% of the fees and incidental costs stemming from consultation of the medical committee.
8. The principles set out in Article 28, second subparagraph and Article 100 of the CEOS shall also apply to assistants.

*Article 16*  
*Documents required for conclusion of contract*

1. In order that Parliament may be satisfied that assistants fulfil the conditions of engagement laid down in Article 128 of the CEOS and Article 14 of these implementing measures, assistants shall forward all the original documents requested by the relevant department of Parliament's Secretariat.
2. All the original documents requested shall be forwarded to the relevant Secretariat department no later than five working days before the contract starting date requested by the Member concerned. In the event of failure to comply with this time limit, the contract starting date shall be deferred.

3. By way of derogation from paragraph 2, the AECE may engage the assistant on the basis of copies of the requisite documents with the proviso that the contract shall be terminated if the originals or certified true copies of the documents referred to in paragraph 1:
  - (a) are not forwarded by the assistant within three months after the date on which his or her contract takes effect, or
  - (b) do not show that the assistant complies with the conditions of engagement laid down in Article 128 of the CEOS.

The three month time limit referred to in point (a) may, if the circumstances so require, be extended by the AECE.
4. The assistant's contract shall be terminated three working days after notification by Parliament that:
  - (a) he or she has not forwarded the documents referred to in paragraph 1 within the deadline prescribed in paragraph 3;
  - (b) or he or she does not fulfil the conditions of engagement laid down in Article 128 of the CEOS;
  - (c) or he or she does not meet the requirements laid down in Article 20 of the Staff Regulations.
5. In no event may the date on which the contract takes effect precede that on which the assistant accepts the offer.

*Article 17*  
*Form of contract*

Assistants' contracts shall specify, inter alia:

- (a) the AECE;
- (b) the first name and family name of the person concerned;
- (c) the contract starting and end dates;
- (d) the first name and family name of the Member, or the name of the grouping of Members, whom the person concerned is to assist;
- (e) the function group in which the assistant has been classified;
- (f) the grade in which the assistant has been classified, and the monthly basic salary for that grade;
- (g) the working hours;
- (h) the place of work;
- (i) the rules applying to the giving of notice.

*Article 18*  
*Duration and renewal of contract*

1. Assistants' contracts shall be concluded for a fixed period and shall expire automatically no later than the end of the parliamentary term during which they are concluded. No contract may be extended beyond the end of the term of office of the Member responsible or beyond the date of dissolution of the grouping of Members. Any contractual provision which stipulates otherwise shall be deemed null and void.
2. The initial contract shall be for a period of not less than six months, except during the last six months of the parliamentary term and in the cases referred to in paragraph 6.
3. The contract may be extended twice during the same parliamentary term for periods set by the Member or grouping of Members concerned. Extension requests shall be forwarded to the relevant Secretariat department no later than one month before the contract's expiry date. Such extensions shall be recorded in additional agreements to the original contract which shall not alter any of the other terms of that contract.
4. After termination of the contract, including any extensions thereof effected under paragraph 3, the assistant may no longer be engaged by Parliament during the same parliamentary term for the purpose of assisting the same Member or grouping of Members, unless the contract has been terminated prior to its expiry date at the assistant's request. This provision shall not apply to assistants awarded a contract on the basis of paragraph 6.
5. In such cases, the Member responsible shall forward a request for a change to one of the clauses of the contract to the relevant department of Parliament's Secretariat no later than one month before the date on which the change takes effect.
6. An assistant may be recruited to offset the duly justified absence, for no less than three months, of an assistant on:
  - (a) sick leave,
  - (b) maternity leave,
  - (c) parental leave,
  - (d) family leave,
  - (e) leave for military service,
  - (f) leave on personal grounds to stand as a candidate for elective public office or high political office or to exercise such office.
7. A local assistant, within the meaning of Article 34(1)(b) of the Implementing Measures for the Statute of Members of the European Parliament, may exceptionally replace, within the applicable rules, the duly justified absence of an assistant on leave for the reasons listed in paragraph 6(a) to (f).

Requests for missions to Parliament's three places of work by such a local assistant shall be submitted to the relevant department of the Secretariat before the start of the mission.

The costs relating to these missions shall be reimbursed following the rules applicable to local assistants laid down in the Implementing Measures for the Statute of Members of the European Parliament under the following additional conditions:

- (a) The provisions on well-being and safety of the work environment and the security at Parliament's premises shall be respected;
  - (b) The total time of such missions shall be limited to 90 working days per year. The mission must be ended immediately at the return of the accredited assistant concerned.
8. The cost of employing the person replacing the assistant on leave for the reasons listed in paragraph 6(a) to (f) shall be charged against the parliamentary assistance allocation of the Member concerned.

The cost of employing an assistant on sick leave or maternity leave shall, from the third month of the beginning of the leave onwards, not be charged against the parliamentary assistance allocation of the Member concerned.

The cost of employing an assistant on parental leave or family leave shall not be charged against the parliamentary assistance allocation of the Member concerned.

#### *Article 19* *Grading*

1. Assistants shall be recruited in one of the 19 grades provided for in Article 133 of the CEOS.
2. Assistants required principally to perform administrative support and secretarial duties, but also required to perform drafting and advisory duties, shall be classified in grades 1 to 13 (function group I). Assistants required principally to perform drafting and advisory duties, but also required to perform administrative support and secretarial duties, shall be classified in grades 7 to 19 (function group II).
3. Grading shall be performed on the basis of the indications supplied by the Member responsible as to the function group and grade in which the assistant is to be engaged.
4. Any request for a change of grade must be justified by the Member responsible.

#### *Article 20* *Termination of contract*

1. Assistants' contracts shall be terminated in accordance with Article 139(1) to (3) of the CEOS and Articles 15(4), 15(6) and 16(4) of these implementing measures.
2. In particular where an assistant or the Member or grouping of Members he/she assists wishes to terminate a contract prior to its expiry, in accordance with Article 139(1)(d) or (3) of the CEOS, the assistant or the Member responsible shall forward a written request to this effect to the AECE, setting out the reason(s) for which early termination of the contract is being requested.
3. When it receives the request for termination, the AECE shall inform the assistant or the Member responsible of the other party's intention to end the contract. The AECE shall draw his or her attention to the possibility of initiating the conciliation procedure provided for in Article 139(3a) of the CEOS.

4. If the request for termination is made by the Member responsible, the AECE shall invite the assistant to an interview on Parliament's premises in his or her place of employment, proposing several dates.

The assistant may turn down that invitation or set out overriding reasons why the interview should be conducted by videoconference.

At the interview, the AECE shall inform the assistant of the reasons given by the Member responsible in the request for termination and hear any comments the assistant wishes to make; those comments shall be entered in a record of the interview.

5. Should the two parties turn down the invitation to take part in the conciliation procedure provided for in Article 139(3a) of the CEOS, the AECE shall take a decision on the termination of the contract in accordance with Article 139(1)(d) or (3) of the CEOS.
6. The conciliation procedure shall be continued if one of the parties so wishes.

#### *Article 21* *Placing on unpaid leave*

In accordance with Article 131(5) of the CEOS, a parliamentary assistant whose employment is not terminated pursuant to Article 48(b) of the CEOS shall be placed on unpaid leave if the period of sick leave exceeds three months or the period of service completed, if that is longer.

The AECE shall inform the Member responsible that the conditions laid down in Article 131(5) of the CEOS have been met and that he or she may propose termination of the assistant's contract without notice. If the contract is terminated, the assistant shall be entitled to the allowance provided for in Article 48(b) of the CEOS.

#### *Article 22* *End-of-service allowance*

1. The full amount of the allowance provided for in Article 139(2) of the CEOS shall be paid in one instalment when the contract comes to an end, in accordance with the terms of Article 139(1)(c).
2. The entitlement to the end-of-service allowance shall cease to apply if the recipient finds new employment during the reference period laid down in Article 139(2) of the CEOS; that reference period may not exceed nine months.

However, if the remuneration the assistant receives in his or her new employment is less than the monthly allowance to which he or she is entitled, he or she shall receive an allowance which makes up the difference.

## **Chapter 4**

### **Conciliation procedure**

#### *Article 23*

##### *General principles*

1. The role of conciliator shall be played by the Quaestor designated by the President of Parliament for the duration of the term of office of the Quaestors.
2. The sole purpose of the conciliation procedure shall be to enable the assistant and the Member(s) concerned to determine whether there is any scope for them to continue to work together. It shall not be used to examine the validity of the reasons given in the request for termination or to determine who was at fault. It shall not constitute a form of appeal and no appeal may be lodged against the outcome of the procedure.

#### *Article 24*

##### *Referral to the conciliator*

1. If, following the notification provided for in Article 20(3), one of the parties requests the conciliation procedure, the AECE shall inform the other party and the Quaestors' Secretariat without delay and shall suspend its consideration of the request for termination.
2. From the date of receipt of the notification provided for in Article 20(3), the assistant or the Member responsible shall have five working days in which to confirm to the AECE that he or she wishes to initiate the conciliation procedure.
3. The request to initiate the conciliation procedure may be withdrawn at any time, by means of a simple notification; the procedure shall then end immediately.

#### *Article 25*

##### *Stages in and closure of the procedure*

1. When he or she receives the request referred to in paragraph 1 of the previous article, the conciliator shall open the conciliation procedure and ensure that both the assistant and the Member responsible can put forward their arguments. He or she shall moderate the discussion in a constructive manner, fostering dialogue between the parties and raising any matter which he or she regards as relevant.
2. If the conciliator establishes that the parties cannot continue to work together, he or she shall close the conciliation procedure immediately.
3. If, conversely, he or she takes the view that the assistant and the Member responsible can continue to work together, he or she shall ask the parties to consider the terms of an agreement and to forward such an agreement in writing within a reasonable period.
4. The conciliator shall immediately inform the AECE that the conciliation procedure has been closed and of its outcome.

*Article 26*  
*Outcome of the procedure and further action*

1. If the assistant and the Member(s) concerned have agreed to continue to work together, the request for termination of the contract shall be regarded as null and void. The AECE shall officially notify the parties and the Quaestors' Secretariat of this fact.
2. Should the attempt at conciliation fail, the AECE shall immediately resume its consideration of the request for termination, in accordance with the provisions of Article 20(5).

**Chapter 5**  
**Specific individual rights**

*Article 27*  
*Installation or reinstallation allowance*

1. At the request of the Member responsible and pursuant to Article 132a of the CEOS, the assistant may be paid the installation allowance provided for in Article 24(1) of the CEOS if he or she meets the eligibility conditions laid down in Article 5 of Annex VII to the Staff Regulations.
2. If the assistant does not receive the installation allowance when entering the service, at the request of the Member responsible, and pursuant to Article 132a of the CEOS, he or she may be paid the reinstallation allowance provided for in Article 24(2) of the CEOS if he or she meets the eligibility conditions laid down in Article 6 of Annex VII to the Staff Regulations.
3. In no event may the amount of the installation or reinstallation allowance exceed the assistant's basic monthly salary. The basic salary in question shall be that for the month in which the entitlement to the allowance to be paid arose, i.e. the salary for the first month in which the assistant was employed, in the case of the installation allowance, or the salary for the last month in which the assistant was employed, in the case of the reinstallation allowance.
4. There shall be no part payment of both the installation and reinstallation allowances; the Member responsible must choose one or the other.

## **Chapter 6**

### **Reimbursement of mission expenses**

#### *Article 28*

##### *General principles*

1. Members shall be free to decide the missions to be undertaken by their assistants<sup>6</sup>.
2. Missions shall be undertaken to provide assistance to Members in connection with the exercise of their mandates.
3. The Member responsible shall give written authorisation for missions undertaken by his/her assistant(s), which shall include the purpose, expected duration and destination of the mission in question.
4. The authority competent to confirm such missions shall be the Secretary-General, in his/her capacity as principal authorising officer, or his/her representative.

#### *Article 29*

##### *Duty travel between Parliament's three places of work*

1. Where so requested by a Member, the competent authority shall, on the basis of a schedule agreed in advance with the Member responsible, set aside the estimated amount of mission expenses for several part-sessions in Strasbourg and Brussels.
2. In the case of missions which are not scheduled as specified in paragraph 1, a mission order shall be drawn up and signed by the Member responsible prior to the start of the mission.
3. Assistants shall be responsible for making the necessary reservations and paying the various expenses incurred in connection with missions. Assistants may, on request, obtain an advance on mission expenses.
4. Assistants shall be entitled to reimbursement of expenses incurred in respect of such travel between Parliament's three places of work in accordance with the following rules:
  - (a) travel expenses shall be reimbursed at a flat rate corresponding to the first-class train fare at the price available from Parliament's travel agency;
  - (b) by way of derogation from point (a), the additional cost linked to the use of trains chartered by Parliament may be reimbursed on presentation of the corresponding supporting document;
  - (c) all other expenses incurred (accommodation, meals and ancillary expenses) shall be reimbursed at a flat rate of EUR 120, 140 or 160 for the first 24 hours of the mission and half the amount chosen for each additional 12-hour period begun. The applicable amount shall be determined by the Member responsible before the mission order for the

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<sup>6</sup> This provision shall be applied in such a way as to reflect the fact that assistants may not participate in committee or interparliamentary delegations.

assistant is drawn up. The amounts of EUR 120, 140 and 160 shall be index-linked in accordance with the index-linking arrangements applicable to the daily mission allowances payable to officials and other servants of Parliament;

- (d) no additional reimbursement shall be possible.
5. On their return from a mission, assistants shall forward to the competent authority without delay a declaration of mission expenses signed by the Member responsible and accompanied by originals of the supporting documents required for regularisation. In the case of missions which are not scheduled as specified in paragraph 1, assistants shall also attach the mission order.

### *Article 30*

#### *Missions outside Parliament's three places of work*

1. Expenses incurred in undertaking missions outside Parliament's three places of work shall be reimbursed, mutatis mutandis, in accordance with the rules applicable to missions undertaken by officials and other servants of Parliament.
2. Prior to the start of the mission, a mission order shall be drawn up and signed by the Member responsible.
3. Before confirming the mission, the competent authority shall estimate the likely cost, on the basis of the scale applicable to officials and other servants of Parliament, and check that the estimated amount is available in the light of the parliamentary assistance allocation of the Member(s) concerned.
4. If sufficient funds are not available in the budget, the competent authority shall immediately inform the assistant and the Member responsible.
5. Assistants shall take care not to incur expenses before having received confirmation of a mission from the competent authority, failing which applications for reimbursement may be rejected.
6. Assistants shall be responsible for making the necessary reservations and paying the various expenses incurred in connection with missions. Assistants may, on request, obtain an advance on mission expenses.
7. On their return from a mission, assistants shall forward to the competent authority without delay a declaration of mission expenses signed by the Member responsible and accompanied by originals of the supporting documents required for regularisation.
8. Reimbursement of excess expenses by comparison with the estimate of the likely cost of the mission referred to in paragraph 3 shall be possible only if the amount concerned is available in the light of the parliamentary assistance allocation of the Member(s) concerned and within the limits set by the rules applicable to missions undertaken by officials and other servants of Parliament.

*Article 31*  
*Missions with costs met from other sources*

Missions may be authorised where the costs are wholly or partially met from sources other than the parliamentary assistance allocation of the Member(s) concerned. Details of such sources shall be given to the relevant department of the Secretariat.

*Article 32*  
*Cancellation of missions*

In the event of cancellation of a mission, assistants shall immediately cancel any reservations they have made. If they have incurred any expenses in this connection, they shall apply for reimbursement thereof in accordance with the arrangements set out in Article 29(5) or Article 30(7).

*Article 33*  
*Other provisions*

The rules governing missions by officials and other servants of Parliament shall apply, *mutatis mutandis*, to the aspects not covered by this chapter.

**Chapter 7**  
**Representation**

*Article 34*  
*Assistants Committee*

Assistants shall be represented, in their dealings with the AECE and administrative bodies of Parliament, by an Assistants Committee.

*Article 35*  
*Remit of Assistants Committee*

1. The Assistants Committee shall act as contact point for the competent authorities of Parliament.
2. The Assistants Committee shall also make a constructive contribution towards the establishment of formal relations with Parliament's Staff Committee, so as to ensure that there is a direct formal link between the two committees.

*Article 36*  
*Rules of Procedure of Assistants Committee*

The Assistants Committee shall establish rules of procedure and adopt any provisions it deems necessary for the performance of its duties.

*Article 37*  
*Election of Assistants Committee*

The Assistants Committee shall have seven members and shall be elected for a period of two and a half years. The general meeting of assistants shall adopt the provisions governing the election of the members of the committee.

**Chapter 8**  
**Appeals**

*Article 38*  
*Appeals*

1. The relevant department shall inform Members of any requests or complaints lodged by their assistants pursuant to Article 90 of the Staff Regulations
2. The Member concerned may submit any comments in writing on the request or complaint within four weeks of the date of notification by the relevant department.
3. The Member shall be informed of the reasoned decision taken by the AECE pursuant to Article 90 of the Staff Regulations.
4. The relevant department shall inform the Member of any appeal lodged by the assistant pursuant to Article 91 of the Staff Regulations against the decision taken by the AECE referred to in paragraph 3.

**Chapter 9**  
**Disciplinary measures**

*Article 39*  
*Disciplinary measures*

1. The provisions of Title VI of and Annex IX to the Staff Regulations and the General implementing provisions governing disciplinary proceedings and administrative investigations adopted by Parliament shall apply mutatis mutandis to any failure, whether intentional or through negligence, by an assistant to comply with the obligations laid down in these implementing measures.
2. The relevant department shall inform the Member responsible of the request to open an administrative investigation with a view to initiating disciplinary proceedings against the assistant concerned and of the conclusion of those proceedings.
3. Should disciplinary proceedings be brought before the Disciplinary Board referred to in Annex IX to the Staff Regulations, membership of the board shall be expanded to include two additional members who hold contracts as assistants. These two additional members shall be appointed by means of an ad hoc procedure laid down by common agreement between the AECE and the Assistants Committee.

## **Chapter 10**

### **Final provisions**

#### *Article 40*

##### *Payment of amounts payable*

Amounts payable to assistants shall be paid in euros in the country in which they perform their duties.

#### *Article 41*

##### *Deductions from the parliamentary assistance allocation*

The following shall be deducted from each Member's parliamentary assistance allocation (in the case of groupings of Members, the deductions shall correspond to the Member's share of the relevant costs):

- the assistant's basic salary;
- a flat-rate contribution corresponding to 2.5% of the parliamentary assistance allocation, to cover assistants' family allowances;
- employer's contributions to sickness, accident and unemployment insurance schemes;
- the expatriation or foreign-residence allowance, where the assistant is entitled thereto;
- the installation or reinstallation allowance provided for in Article 27;
- the end-of-service allowance provided for in Article 22;
- the amount to be paid in respect of leave not taken by the assistant;
- the enrolment fees for the professional training activities referred to in Article 11(2);
- mission expenses as provided for in Articles 11(3) and 28 to 33.

#### *Article 42*

##### *Appeals by Members*

Any Member who takes the view that these implementing measures have not been correctly applied to him/her may initiate the procedure laid down in Article 72 of the Implementing Measures for the Statute for Members.

#### *Article 43*

##### *Entry into force*

This decision shall enter into force one calendar month after its adoption by the Bureau.

It replaces the Bureau decision of 9 March 2009.