

# EUROPEAN ECONOMIC AND SOCIAL COMMITTEE

## CONSOLIDATED VERSION OF THE DECISION OF THE BUREAU OF THE EUROPEAN ECONOMIC AND SOCIAL COMMITTEE of 26 April 2016

on the reimbursement of expenses incurred and the allowances received by Committee members, delegates of the Consultative commission on industrial change, alternates, and advisors, as amended by the Bureau decisions of 11 December 2018, 18 June 2019, 21 February 2023 and 21 March 2023.

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THE BUREAU OF THE EUROPEAN ECONOMIC AND SOCIAL COMMITTEE,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 301 thereof,

Having regard to Article 10 of the Protocol (No 7) on the Privileges and Immunities of the European Union appended to the Treaty on European Union, the Treaty on the Functioning of the European Union and the Treaty establishing the European Atomic Energy Community<sup>1</sup>,

Having regard to the Decision of the Council of the European Union of 23 September 2013 on the granting of daily allowances to and the reimbursement of travelling expenses of members of the European and Economic and Social Committee and their alternates<sup>2</sup> and the Decision of the Council of the European Union 2021/1072 of 28 June 2021 on a temporary derogation from Decision 2013/471/EU on the granting of daily allowances to and the reimbursement of travelling expenses of members of the European Economic and Social Committee and their alternates in view of the travel difficulties caused by the COVID-19 pandemic in the Union<sup>3</sup>,

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<sup>1</sup> [OJ C 83, 30.3.2010](#).

<sup>2</sup> [OJ L 253, 25.9.2013](#), p. 22.

<sup>3</sup> [OJ L 230, 30.06.2021](#), p. 30.

Having regard to the Rules of Procedure of the European Economic and Social Committee<sup>4</sup>, (hereinafter the "Rules of Procedure"), and in particular Rule 12(4) thereof,

Having regard to the Statute of Members of the European Economic and Social Committee<sup>5</sup> (hereinafter the "Statute"),

Whereas:

(1) The Statute defines the general provisions and conditions governing the performance of the duties of members. It contains general provisions relating to the allowances to which they are entitled. It entrusts to the Committee Bureau the task of defining the arrangements and conditions for the reimbursement of travel expenses and the payment of travel and meeting allowances.

(2) In its recent resolutions containing comments which form an integral part of its decisions on the discharge for the implementation of the general budget of the European Union<sup>6</sup>, the European Parliament asked that the travel expenses of EESC members be calculated solely on the basis of actual costs and it suggested that daily allowances be equal to those received by members of the European Parliament.

(3) Committee members do not receive any form of remuneration in the performance of their duties paid from the European Union budget.

(4) The situation of Committee members varies, in accordance with their professional activities.

(5) Under Article 300 of the Treaty on the Functioning of the European Union, "The members of the Economic and Social Committee and of the Committee of the Regions shall not be bound by any mandatory instructions. They shall be completely independent in the performance of their duties, in the Union's general interest".

HEREBY DECIDES AS FOLLOWS:

## TITLE I GENERAL PRINCIPLES

### Article 1

#### Scope of Application

1. This decision lays down the arrangements for the reimbursement of travel expenses and the payment of allowances to beneficiaries, i.e. members of the European Economic and Social Committee, hereinafter referred to as "the Committee", delegates of the Consultative Commission on Industrial Change, hereinafter referred to as "CCMI", alternates, and advisors.

2. Missions or activities that are partially or totally reimbursed by a third party shall not be the subject of double reimbursement by the Committee. If the beneficiary receives a third party contribution to his/her travel and subsistence expenses, he/she shall declare it in his/her reimbursement claim.

Amounts reimbursed or paid by a third party shall be deducted from the final reimbursement.

If a mission or activity is partially or totally reimbursed by a third party after having been reimbursed by the Committee, the member shall promptly inform the general secretariat and return the reimbursement to the Committee, up to the amount received from the third party.

### Article 2

#### Alternates

1. Since an alternate and the member he/she deputises for are treated as one and the same person, the alternate shall not be entitled to compensation for travel expenses or travel and subsistence allowances if the member is indemnified, even if they attend meetings in two different places.

2. The use of alternates is restricted to meetings regarded as preparatory work in accordance with Rule 87(2), provided that they are held in Brussels. Only members and delegates of the CCMI are authorised to attend meetings away from Brussels.

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<sup>4</sup> OJ L 149, 31.05.2022, p. 1.

<sup>5</sup> CESE 285/2012, January 2012.

<sup>6</sup> See for example the Resolution of 5 May 2010 ([OJ L 252, 25.9.2010](#), p. 94).

TITLE II  
**REIMBURSEMENT OF EXPENSES, AND ALLOWANCES**

*Article 3*

**Entitlement to reimbursement of travel expenses**

Beneficiaries shall be entitled to reimbursement of expenses actually incurred:

- a) in the course of duly authorised journeys to and from the places of work of the Committee or one of its bodies;
- b) during journeys necessary in order to carry out a specific, duly authorised mission.

*Article 4*

**Procedure**

1. In order to benefit from reimbursement of expenses or payment of allowances under these measures, the beneficiary must
  - a) sign the attendance list at meetings, whenever such a list is kept,
  - b) complete the standard expenses declaration form for each day of the meeting, and
  - c) submit the appropriate supporting documents.
2. An attendance list shall be provided for beneficiaries by the secretariat in charge of organising the meeting, at each meeting held at the Committee's headquarters and any meeting held away from Brussels, with the assistance of at least one Committee official or staff member. The attendance list shall be available to beneficiaries at the earliest 15 minutes before the start of the meeting and for the whole duration of the meeting.
3. Exceptionally, beneficiaries may demonstrate their presence by submitting a form in which they formally declare that they attended the meeting and to which they attach any document providing objective proof.

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<sup>7</sup> Travel agencies are required, in accordance with IATA Resolutions 722g and 800z, to issue passengers with this document, which must contain the "Passenger Air Tariff (PAT): Passenger Ticket: Electronic Ticketing – Itinerary" information stipulated by IATA, namely: passenger's name, airline designator, issuing agency and place of issue, airline name or operating carrier, reservation status code(s), ticket number, date of issue, tariff class used, flight number(s), date and time of flights(s), origin and destination for each flight, numbers and dates of the flights, fare basis identification, its amount and calculation, detail and amount of taxes and calculation, total price, payment details and legal notices including reference to the Warsaw/Montreal Convention, and endorsements and restrictions, including period of validity, if any.

4. Claim forms must be duly completed and signed by the beneficiary. Claims, the payment of which requires the presentation of a ticket or supporting documents, cannot be processed in the absence of the supporting documents. Claims and supporting documents can be submitted either on paper or in electronic format.

5. If the beneficiary has submitted a copy (in electronic or paper format), he/she keeps the original until the end of the year following the year to which the supporting document refers ("31/12/n+1").

6. Invoices for travel expenses must comply with the law of the country in which they were issued. Proof of payment may be required.

7. In the case of electronic documents, no information shall be altered, deleted, or added.

8. Reimbursements based on travel packages including travel and hotel arrangements shall be excluded if the price of the ticket and hotel (per night) are not individually identified.

9. The beneficiary shall submit all relevant supporting documents (taxes and administrative fees included):

- in the event of travel by air: tickets (bearing the passenger's name)/reservations/invoices and boarding passes for outward and return journey (meeting in/or outside Brussels);
- in the event of travel by rail or boat: all tickets.

10. However, if the beneficiary has reserved this ticket through the Committee's travel agency, the corresponding invoice is sent to the Members' Working Conditions Unit for settlement and the submission of boarding passes or electronic flight tickets-itineraries/receipts is not required.

11. In case of travel by air, the ticket bearing the passenger's name is understood to mean the electronic ticket-itinerary/receipt constituting the contract of carriage within the meaning of Article 3 of the Warsaw Convention of 12 October 1929<sup>7</sup>. Where

Exception: some low-cost airlines, such as Ryanair, are not members of IATA and issue only a reservation confirmation indicating the price paid. In this case, beneficiaries are asked to submit the reservation confirmation.

the amount of the tariff used is not shown on the ticket, for example, because the issuer used a promotional, discount, or corporate-rate tariff, often indicated by the abbreviation (IT), making the price cheaper than the basic fare, the ticket shall be accompanied by the agent coupon or ticket mask showing the real "fare basis" price and the taxes actually paid.

12. In the case of free tickets and tickets or parts of tickets obtained with air miles or equivalent, only the amount actually paid by the beneficiary shall be reimbursable.

13. In the event that the beneficiary has to cancel or modify a travel ticket, the part of the beneficiary's expenses that is not refundable by a third party shall be reimbursed by the Committee. These expenses shall not be taken into account in the application of the maximum reference prices, as stipulated in Article 5(1)(a).

14. If the beneficiary booked travel tickets to attend a Committee meeting through the Committee's travel agency, the invoice is settled by the Committee.

15. For any journey by car up to 300 km<sup>8</sup> one way, the costs are reimbursed on the basis of the beneficiary's declaration indicating the start and end points of the journey and its length. For any other journey by car the declaration shall be accompanied by supporting documents which make it possible to determine the date and itinerary of the journey (e.g. a receipt for fuel, meal or drink purchased during the journey, motorway toll slip, car rental contract and invoice etc.).

16. The amount reimbursed for travel with a season ticket is equal to the cost of a full-fare travel ticket of the class the season ticket covers. The sum of such reimbursements is limited to the price actually paid for the season ticket. The amount reimbursed for travel with a reduction card is equal to the cost of a full-fare travel ticket of the class the reduction card covers. The sum of such reimbursements is limited to the sum of the price actually paid for the reduction card and the corresponding travel tickets.

17. Beneficiaries shall be immediately informed by email of any objections raised by the administration to the reimbursement of their expenses or the payment of their allowances or any missing supporting documents. In the event of dispute, beneficiaries may refer to the quaestors, who shall

recommend a decision to the Committee president. In all cases, the principles of Article 41 of the Charter of Fundamental Rights of the European Union must be upheld.

18. The loss of supporting documents shall be dealt with in accordance with the provisions of Article 22 below.

#### *Article 5*

##### **Amount of reimbursement**

1. Travel expenses shall be reimbursed on the basis of the expenses actually incurred, up to a maximum of<sup>9</sup>:

- a) in the case of air travel, any economy-class fare regardless of the price or a business-class fare, subject to the following stipulations:
  - if, for a particular route, a D-class fare has been published, any business ticket up to D-class is reimbursed; any other business class ticket is reimbursed up to a maximum reference price equal to the maximum public D-class fare;
  - if, for a particular route, no D-class fare has been published, while a fare below or equal to C-class has been published, any business ticket up to C-class is reimbursed; any other business class ticket is reimbursed up to a maximum reference price equal to the maximum fare published below or equal to C-class;
  - if, for a particular route, no fare below or equal to C-class has been published, any YY-class business ticket is reimbursed; any other business class ticket is reimbursed up to a maximum reference price equal to the maximum fare published below or equal to YY-class;
  - if no business class ticket as stipulated above is available and no business class ticket is available at or below the maximum reference price at the time of ordering the ticket, reimbursement shall be limited to the maximum reference price unless the booking was made through the travel agency chosen by the Committee through public tender;

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<sup>8</sup> 1 km is equivalent to 0.6214 miles.

<sup>9</sup> The Committee's travel agency only issues tickets which are compliant with the present rules, unless the beneficiary has agreed beforehand to pay for the difference in cost between the travel ticket issued and a compliant travel ticket. Therefore, this ensures that the beneficiary does not incur any financial risk in this regard by using the Committee's travel agency.

- to this end, the Committee president or, by delegation, the secretary-general, shall adopt a table with routes and maximum reference prices between Brussels and the main EU cities including all airports taken into account when setting the beneficiary's distance and duration, as stipulated in Article 8(3). The maximum reference prices and routes applicable are those published at the time of ordering the ticket. The date of entry into force of an updated table will be clearly marked and will not be earlier than 7 calendar days after communication to members by email and publication on the members' portal. The Committee's Members' Working Conditions Unit shall provide maximum reference prices for other routes at the beneficiary's request.
  - b) in the case of travel by rail or boat, the first class fare;
  - c) in the case of travel by car, EUR 0.50/km, excluding the part of the journey when the car is transported (e.g. by ferry) plus where appropriate the price of a ferry ticket or similar transportation. If a vehicle is hired for the journey, the reimbursement calculated shall not, however, exceed the costs actually incurred (hire including insurance, tolls and fuel);
  - d) in the case of travel agency transactions, EUR 40 (excluding VAT) per transaction. Agency transaction fees shall be listed separately on the invoice and indicate the number of the ticket to which they relate. Travel agency fees shall not be taken into account in the application of the maximum reference prices, as stipulated in Article 5(1)(a).
2. No reimbursement shall be due for journeys undertaken by means of transport provided by the Committee.
3. Taxi fares shall be reimbursed, on presentation of supporting documents stating the price, the date and the time:
- a) when the meeting is held away from Committee headquarters, only for journeys between the airport or the railway station of arrival or departure, the meeting venue and the hotel;
  - b) when the meeting is held at Committee headquarters, exclusively for transfers starting between 8 p.m. and 7 a.m., as per the starting time, indicated clearly on the taxi receipt:
    - between Zaventem airport, Brussels South Charleroi airport or a railway station in Brussels and Committee headquarters or the beneficiary's accommodation in Brussels;
    - between Committee headquarters or the beneficiary's accommodation in Brussels and Zaventem airport, Brussels South Charleroi airport or a railway station in Brussels.
  - c) for journeys (in full or partly) between the beneficiary's declared place of residence and the airport or railway station on the outward or return journey, for transfers starting between 8 p.m. and 7 a.m., the amount of the reimbursement is capped at either EUR 50 for each journey or at the amount based on the rate per km, stipulated in Article 5(1)(c), whichever of the two is higher; for transfers starting between 7 a.m. and 8 p.m., the amount of reimbursement for each journey is capped at the amount based on the rate per km, stipulated in Article 5(1)(c).
  - d) in the absence of a starting time indication, on the basis of the scheduled flight arrival time if it is between 7.30 p.m. and 6.30 a.m. or the scheduled flight departure time if it is between 10 p.m. and 8 a.m.
4. Fees for parking at the departure/arrival airport or railway station and at the meeting venue shall be reimbursed on presentation of supporting documents (ticket or season ticket) up to a maximum of EUR 15 per day in respect of which the subsistence allowance referred to in Article 11 is payable. Where parking season tickets or reduction cards are used, the reimbursement rules applicable to travel season tickets or reduction cards, as stipulated in Article 4(16), apply.
5. Where a transfer between Brussels and nearby airports – Zaventem and Charleroi – is not compensated, beneficiaries shall be reimbursed, without submission of individual tickets, a flat rate amount corresponding to the highest tariff of the public means of transport.

## Article 6

### Ceiling

1. When the part of the journey between the beneficiary's declared place of residence and Committee headquarters undertaken by air does not involve a sea crossing and the distance is up to 300 km, the reimbursement of air tickets shall be capped at the amount which the beneficiary would have received if he/she had made the journey by car using the most direct route.
2. The amount of reimbursement for a journey by car to or from the meeting venue is limited by a ceiling of 1 000 km per outward or inward journey at the rate per km stipulated in Article 5(1)(c), increased, if necessary, by the cost of any ferry or similar transportation required.

If the beneficiary attends meetings on consecutive days in the same place, travel expenses for the journeys between these meetings shall only be reimbursed if the beneficiary returns to his/her declared place of residence in between them.

#### *Article 7*

##### **Routes**

1. Without prejudice to the provisions of paragraph 5 below, the reimbursement of travel expenses for journeys between the beneficiary's declared place of residence and the meeting venue shall be calculated on the basis of the most direct route.
2. A beneficiary's "declared place of residence" is understood to be his/her usual place of residence in the European Union. Beneficiaries shall only have one place of residence, which they are free to choose with due regard for the legal criteria laid down by their country of residence in the EU.
3. The most direct route shall be determined by taking into account:
  - a) for journeys by air: the airport, either closest to the beneficiary's point of departure which can issue an air ticket at the tariff referred to in Articles 5 and 6 and the distance between the airport and the destination, or the most convenient airport, taking into account, if applicable, layover airports, as indicated in the table with routes and maximum reference prices, referred to in Article 5(1)(a);
  - b) for journeys by rail: the most convenient railway station close to the beneficiary's point of departure and the distance between that station and the destination;
  - c) for journeys by car or by boat: the distance between the beneficiary's point of departure and the destination.
4. When taking up office or changing his/her declared place of residence, the beneficiary shall be informed of the airport and railway station and of the most direct, i.e. shortest routes which will be considered for the purposes of implementing these measures.
5. The beneficiary may at any time take a different route offering a substantial gain in terms of time or convenience and not involving additional travel expenses as set out in Article 5 of more than 20%.
6. If the journey is interrupted by a break, not justified by a duly authorised EESC meeting, exceeding 23 hours and 59 minutes, expenses shall be limited:
  - in the case of air travel, to the maximum reference price;

- in the case of travel by rail or by boat, to the price of the ticket from the place of departure to the place of arrival without such a break.

In these cases, the provisions of Article 7(5) do not apply.

7. Beneficiaries may start or end their journey in a place other than their declared place of residence. Where the travel expenses as set out in Article 5 for this kind of journey are lower than the maximum reference price, these expenses shall be reimbursed without any need for prior authorisation. Where such expenses are higher, prior agreement under Article 22 below shall be required. Where there is no agreement, reimbursement is limited to the maximum reference price. A prior agreement, granted in response to a reasoned request from the beneficiary concerned, may cover a number of journeys over a given period.

8. Where members have chosen Brussels as their place of residence, in order to discharge their duties as members properly, they may be called upon to travel to the Member State in which their organisation is established. The travel expenses incurred under such circumstances are reimbursed up to the cost of 18 return journeys per calendar year. The members concerned must attach to their claims for reimbursement supporting documents for each journey made of this type.

9. In the case of journeys undertaken between two meeting venues, paragraphs 3 and 7 shall apply *mutatis mutandis*.

#### *Article 8*

##### **Entitlement to the distance and duration allowances**

1. Beneficiaries shall be entitled to distance and duration allowances intended to cover all travel-related expenses, with the exception of visa costs, which shall be refunded on the basis of a receipt issued by the relevant administrative authority, laboratory tests and vaccination costs, which shall be refunded, on the basis of supporting documents, only up to the amount not covered by the beneficiary's national health service, and any registration fees, which shall be reimbursed, subject to prior authorisation, on the basis of an official receipt issued by the relevant organising organisation. In the case of journeys to Committee headquarters, the beneficiary shall be entitled to allowances covering one journey to Committee headquarters and one journey from Committee headquarters per week of work at the Committee. For the purposes of this provision, a week of work is defined as the period between Sunday and Saturday.

2. The interruption of a journey, as referred to in Article 7(6) or of any other nature, shall not give rise

to any additional right to a distance or duration allowance.

3. The Committee president or, by delegation, the secretary-general shall set the distance and duration of travel from the declared place of residence to Committee headquarters, to be used in calculating the appropriate allowances, at the beginning of the beneficiary's term of office for the whole period of his/her term. They shall only be revised :

- in the event of a change of declared place of residence;
- in the event of changes in the rules having an impact on the amount of the duration allowance;
- if, due to changes in flight timetables, the route taken into account when calculating appropriate allowances is not available;
- in the event of any other significant change affecting the basis on which the distance and duration were set.

4. For a beneficiary whose declared place of residence is located more than 1 000 km from the Committee headquarters, the distance and duration are set twice for journeys by air: once on the basis of a flight with layover(s) and once on the basis of a flight without layover. In that case, the distance with layover corresponds to the distance covered by a direct flight, increased by 20%. The distance and duration allowance for a particular journey shall be calculated accordingly, depending on whether or not it includes layover(s).

5. In the case of journeys described in Article 7(7), the distance and duration allowances cannot exceed the value of these allowances calculated on the basis of Article 8(3).

#### *Article 9*

##### **Amount of the distance allowance**

1. The distance allowance shall be calculated as follows:

- a) for the part of the journey between 0 and 50 km: EUR 15;
- b) for the part of the journey between 51 and 500 km: EUR 0.08/km;
- c) for the part of the journey between 501 and 1 000 km: EUR 0.04/km;
- d) for the part of the journey between 1001 and 3 000 km: EUR 0.02/km;
- e) for the part of the journey exceeding 3 000 km: no allowance.

2. The amounts shall be calculated on the basis of the most direct outward or return route between the

centre of the town or district in which the beneficiary has his/her declared place of residence and the arrival infrastructure at the meeting venue.

3. If the basis of calculation for a rail journey is unknown or difficult to establish, the basis of calculation for a journey by car shall be used.

#### *Article 10*

##### **Amount of the duration allowances**

1. The duration allowances shall be calculated as follows:

- a) for a total journey duration of between two and four hours: amount equivalent to one eighth of the allowance provided for in Article 11;
- b) for a total journey duration of between four and six hours: amount equivalent to one quarter of the allowance provided for in Article 11;
- c) for a journey with a total duration of more than six hours and not requiring an overnight stay: amount equivalent to half the allowance provided for in Article 11;
- d) for a journey with a total duration of more than six hours and necessarily requiring an overnight stay: amount equivalent to a full allowance as provided for in Article 11, subject to presentation of supporting documents.

The journey is treated as requiring an overnight stay if it includes at least 360 minutes between 10 p.m. and 6 a.m. taking into account the time zone either at the place of departure or place of arrival.

2. The duration of the journey shall be calculated as follows:

- a) for journeys by air, rail or boat:
  - duration of the journey between the beneficiary's declared place of residence and the airport or railway station, made at a speed of 60 km/h,
  - duration of the journey by high-speed train or boat on the basis of the timetable. For trains other than high-speed, the duration of each leg is estimated on the basis of the distance at a train speed of 70 km/hour;
  - duration of the journey by air: the duration of each leg is estimated on the basis of the distance covered, using the formula "30 minutes plus duration of the leg at an airspeed of 700 km/hour".
  - one hour at embarkation, or at the departure of the train or boat, 30 minutes at disembarkation or on arrival,

- one hour for the transfer between the airport or railway station and the meeting venue or accommodation,
  - two hours for a layover on a journey by air.
- b) for journeys by car: duration of the journey between the beneficiary's declared place of residence and the place of the meeting, made at a speed of 70 km/h.

#### *Article 11*

##### **Subsistence allowance**

1. A subsistence allowance shall be granted for each day's participation in the work of the Committee and its constituent bodies or of official representation of the EESC. The subsistence allowance shall be set at EUR 290.

This allowance shall be increased as follows:

- where a beneficiary duly invited to one or more meetings is obliged to stay overnight at the meeting venue both before the first meeting and after the last meeting, an additional allowance of EUR 145 shall be granted;
  - in the event of a mission outside Brussels, the part of the hotel expenses actually paid, including all taxes and breakfast, exceeding EUR 150 shall be reimbursed up to a ceiling of an additional EUR 145. The beneficiary shall submit the hotel bill or a statement from the hotel setting out all details of the night(s) of stay and the type of room. If the hotel bill refers to an occupation other than single occupation and the rate for single use or a single room is not provided, the room rate used to calculate the increment shall be limited to 85% of the room rate actually paid.
2. The subsistence allowance shall be paid to beneficiaries for a maximum of two days bridging the gap between two in-person meetings, where this solution is less costly than the reimbursement to which the beneficiary would have been entitled in making a return journey between those meetings, taking into account the reference price in the case of an air ticket and the highest tariff for a first-class rail or boat ticket.

The beneficiaries must return to their place of residence before being able to claim the subsistence allowance again, unless the series of in-person meetings that gave rise to the payment of the subsistence allowance is followed by, or preceded by, attendance at a duly authorised mission outside Brussels. In that case, the subsistence allowance shall be granted for both meeting places, up to a maximum of two days for each meeting place, thus limited to four days in total, in accordance with the first paragraph of this article 11.2.

#### *Article 11a*

##### **Special duty allowance**

A special duty allowance shall be granted to the president and the vice-presidents of the Committee to cover the costs and expenses in connection with their duties. The amount of this allowance shall be determined by the Bureau.

#### *Article 12*

##### **Co-financing of IT, telecommunications and electronic office equipment costs of members and delegates**

1. Providing members attend at least 50% of the plenary sessions to which they are invited and of the meetings of the sections to which they belong, members shall, during their term of office, be entitled to two instalments per year of EUR 1 500 each to co-finance their IT, telecommunications and electronic office equipment expenses. Delegates shall, during their term of office, be entitled to one annual instalment of EUR 1 000 providing they attend at least 50% of the CCMI meetings to which they are invited.

2. These instalments shall be paid in arrears. Entitlement to the co-financing shall begin on the day of the installation session of the assembly referred to in Rule 37 of the Rules of Procedure for members, and on the first meeting day of the CCMI following their appointment for delegates.

3. Any member or delegate having completed a whole five-year term of office shall be entitled to have received the co-financing for a full five years.

4. When a member's or delegate's term of office ends as a result of resignation or incompatibility, the co-financing shall not be paid for the period during which the term of office ended.

5. When a member is appointed by the Council after the renewal session, the period of entitlement shall begin and end on the same dates as for all his/her colleagues. When a delegate is appointed after the meeting referred to in paragraph 2 above, the period of entitlement shall begin and end on the same dates as for all his/her colleagues. The first half-yearly period in respect of which the new member shall receive the co-financing shall be that following the first plenary session which he/she actually attends. The first period in respect of which the new delegate shall receive the co-financing shall be that following the first CCMI meeting, which he/she actually attends.

6. For the purposes of this Article:

- a) a member duly represented by his/her alternate is deemed to have attended the meeting/session;

- b) members or delegates are deemed to have attended a meeting/session if they have attended at least one day of the meeting/session sittings;
- c) members or delegates are deemed to have attended if any absence was due to their participation in another meeting or business of the Committee to which they were duly invited;
- d) members or delegates who are prevented from attending due to extraordinary circumstances may be deemed to have met the attendance requirement by decision of the Committee president or, by delegation, the secretary-general pursuant to Article 22 below.

7. The president, vice presidents, presidents of the groups, of the sections and of the CCMI, are also entitled to one instalment per year, whose amount shall be determined by the Bureau, to the extent that they do not benefit from a Committee phone or sim card.

### TITLE III GENERAL AND FINAL PROVISIONS

#### CHAPTER 1 *General provisions*

##### *Article 13* **Measurement of distances**

The Committee president or, by delegation, the secretary-general shall lay down arrangements for measuring distances which are both efficient for the Committee's administrative departments and accessible for beneficiaries.

##### *Article 14* **Deadline for submission of claims and supporting documents**

Beneficiaries are required to submit reimbursement claims and related supporting documents at the latest within six weeks after the date of the meeting. Reimbursement claims submitted after this deadline cannot be guaranteed and shall be submitted through a request pursuant to Article 22 of this decision at the latest by 30 October of the year following the year in which the meeting took place.

##### *Article 15* **Foreign currencies and bank charges**

1. Amounts shall be calculated in euros. Payment shall be by bank transfer, in euros, into the bank account or post office giro account indicated by the

beneficiary. Conversions shall be made at the official rate established by the European Commission, as published in the edition of InforEuro for the month in which the meeting took place.

2. Payments made in accordance with this decision shall be made by bank transfer to an account held in the European Union, at no cost to the beneficiary. Any related bank charges shall be reimbursed to the beneficiary each quarter, on the basis of supporting documents, submitted no later than 30 October of the year following the year in which the costs were incurred, which provide that the charges are related to an EESC payment.

##### *Article 16* **Standing advances**

1. Members may, at the beginning of their term of office, request the payment of a standing advance. Such an advance shall not be paid to alternates.
2. This advance shall be equal to the amount they would receive for attending two consecutive meetings at Committee headquarters, departing from their declared place of residence.
3. This advance must be repaid by members at the latest three months before the end of their term of office, unless at this time the Committee has received a document from the Council, the Commission or the permanent representation of a Member State certifying that a decision to renew the member's term of office has been taken or is likely.

##### *Article 17* **Assistance to beneficiaries with disabilities**

1. Beneficiaries with disabilities shall be entitled to appropriate assistance enabling them to perform their duties in full, without hindrance, based on a decision of the Committee president, and after the quaestors have given their opinion. If they so wish, the quaestors can request the opinion of the Committee's medical advisor. Depending on the impact of the beneficiary's disability, the assistance can comprise the necessary travel costs, distance, duration and subsistence allowances for a person accompanying the beneficiary in accordance with the arrangements applicable to the beneficiary they are accompanying, assistance with processing, drafting and presenting information, taxi fares and any other necessary expenses, provided that all of these expenses are directly linked to the beneficiary's role in the Committee. The beneficiary shall propose the scope of the necessary assistance and provide all reasonable information to allow his/her request for assistance to be processed efficiently.

2. The Committee president's decision is given for a limited period of time, not exceeding five years, and includes the scope of the assistance and detailed conditions.

#### *Article 18*

##### **Repatriation**

1. A beneficiary who, in the course of a journey covered by these measures, falls seriously ill or is the victim of an accident shall be entitled to reimbursement of the cost of repatriation by ambulance or another appropriate means of transport, subject to authorisation by the Committee's doctor given on the basis of a prescription issued by the attending doctor. The beneficiary, or, where appropriate, his/her representative, may request repatriation to Committee headquarters or to his/her place of residence.
2. In the event of the death of a beneficiary during such a journey, the expenses incurred in transporting the deceased back to his/her place of residence shall also be reimbursed.
3. If appropriate, the repatriation costs in respect of which the beneficiary or his/her successors may obtain reimbursement from a private insurance scheme shall be deducted from the amount reimbursed.

#### *Article 19*

##### **Insurance**

1. The EESC shall take out an insurance policy covering beneficiaries against risks arising in the performance of their duties.
2. This cover shall include at least health risks (sickness, death, accident) and travel assistance.
3. The cover shall be worldwide and shall apply when the beneficiary is attending meetings and events held by the EESC or when he/she is on mission for the EESC and during related travel.
4. The cover shall extend to any balance remaining uncovered following reimbursement of the beneficiary by his/her social security scheme and/or any other insurance scheme covering the same risk, subject to the limits set out in the insurance policy.

#### *CHAPTER 2*

##### **Final provisions**

#### *Article 20*

##### **Entry into force**

The present Decision shall enter into force at 0.00 a.m. (Brussels time) on 26 June 2016. Articles 8 and 10(2)(a) apply retroactively as of the beginning of the term of office 2015-2020.

#### *Article 21*

##### **Abrogated provisions**

The present decision abrogates the decision of the Bureau of the European Economic and Social Committee of 26 May 2015<sup>10</sup> on the reimbursement of expenses incurred and the allowances received by Committee members, delegates of the CCMI, alternates, and advisors.

#### *Article 22*

##### **Cases not covered, *force majeure* and derogations**

1. Any cases not covered by this decision may be examined and decided by the Committee president or, by delegation, the secretary-general. The president may delegate to the relevant sub-delegated authorising officers the possibility of taking positive decisions involving an amount up to EUR 100.
2. Requests for derogations from the provisions of the decision may, in duly justified cases, be examined and settled by the Committee president.
3. When a beneficiary has incurred exceptional additional costs (tickets, hotel costs, cancellation costs etc.) as a result of *force majeure*, these costs may be reimbursed, on submission of relevant supporting documents where such documentation can reasonably be required.
4. *Force majeure* within the meaning of the previous paragraph shall be taken to mean any unforeseeable and exceptional situation or event, such as a strike, an exceptional natural phenomenon etc., outside the control of the beneficiary, the effects of which could not be prevented despite the beneficiary's best efforts.
5. Any claim submitted under this Article shall be entered in a register together with all documents relating to the claim and to the action taken on it.

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<sup>10</sup> EESC-2015-02223-00-03-ADMIN-TRA

*Article 23*

**Implementation**

The Committee president or, by delegation, the secretary-general shall be responsible for implementing this decision.

TITLE IV

**TRANSITIONAL PROVISIONS**

*Article 24*

**Routes**

Routes regularly used at the moment the abrogated decision referred to in Article 21 entered into force shall be considered to comply with the provisions of Article 7.