

**DRAFT**  
**Agreement**  
**between the**  
**United Nations**  
**Common System/**  
**Chief Executives Board for**  
**Coordination and the**  
***Association internationale***  
***des Interprètes de Conférence,***  
**regulating the Conditions of**  
**Employment of Short-Term**  
**Conference Interpreters**

1 July 2012

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**Agreement between the United Nations Common System/  
Chief Executives Board for Coordination and the  
*Association internationale des Interprètes de Conférence*,  
regulating the Conditions of Employment of Short-Term  
Conference Interpreters**

1. In meetings between representatives of the *Association internationale des Interprètes de Conférence* (hereinafter referred to as “AIIC”) and representatives of the United Nations Common System/Chief Executives Board for Coordination (CEB) (hereinafter referred to as “the Organizations”), it has been agreed that, subject to the approval of AIIC and of the Organizations, the conditions of employment of short-term conference interpreters shall be governed by the provisions set out below.<sup>1</sup>

## **I. Scope and implementation**

### **Scope**

2. This Agreement shall be applicable to the servicing of conferences and meetings organized by the parties to the Agreement, by any mode of interpretation and on a worldwide basis, pursuant to their mandated activities.<sup>2</sup> It shall be open to all existing organizations of the United Nations Common System and shall be extended by mutual agreement to other organizations of the Common System invited to join the Agreement during its period of validity. The list of organizations that are party to the Agreement is contained in annex F. A more detailed list of organizational entities to which the Agreement applies is contained in annex G.

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<sup>1</sup> For the purposes of this Agreement, “short-term conference interpreters” also refers to “temporary” and “freelance” interpreters, terms used by some organizations in accordance with their Staff Regulations and Rules.

<sup>2</sup> Mandated activities of organizations party to this Agreement are defined in, or derive from:

- (a) The UN Charter, statutes and treaties or other international instruments as applicable, which establish the respective organization with its object, purpose and functions;
- (b) Decisions of their policy-making organs/governing bodies set up by these international agreements; and,
- (c) Decisions by their respective Executive Heads on implementation activities of the organizations.

## **Duration**

3. This Agreement shall be valid for the period from 1 July 2012 to 30 June 2017. If a new Agreement cannot be concluded before the expiry date, the Agreement may be extended for a fixed period to be agreed by all parties. However, every effort should be made to conclude the negotiations for a new Agreement prior to the expiry date, and negotiations should therefore commence well ahead of the date of expiry.

## **Notification of acceptance**

4. Each Organization and AIIIC shall notify the CEB Secretariat of its acceptance of the Agreement. The CEB Secretariat shall inform all parties of the acceptance notices received.

## **Exceptional conditions that would require a renegotiation of the Agreement**

5. The provisions of this Agreement specifically concerning remuneration may be renegotiated, at the request of AIIIC or of the Organizations in the event of:
  - (a) A reform of the international monetary system; or
  - (b) The abandonment, by the Organizations, of the United States dollar as the sole basis for the establishment of professional category salaries or allowances; or
  - (c) A modification of the United Nations post adjustment system; or
  - (d) Any other exceptional event or major change of circumstances in one or several of the ratifying Organizations, which leads any of the parties to believe that they cannot fully respect the terms of the present Agreement,provided that any of the above events significantly affect the remuneration levels of interpreters.

## **II. Appointment and termination**

### **Non-discrimination in recruitment**

6. Recruitment of interpreters shall be consistent with the principles laid down in the Charter and the Constitutions of the Organizations, in particular and for example, Article 101(3) of the United Nations Charter: "The paramount consideration in the employment of staff ... shall be the necessity of securing the highest standards of efficiency, competence and integrity ...". It shall also be without any form of discrimination whatsoever, without prejudice to the Staff Regulations and Rules of the Organizations.

7. As set out in the United Nations Staff Regulations and Rules and the standards of conduct, all international civil servants, including short-term conference interpreters, may form and join associations, unions or other groups to promote and defend their interests and they should enjoy protection against discriminatory or prejudicial treatment based on their status or such activities as staff representatives.

## **Offers of work**

8. Offers made by an organization to an interpreter are of two categories: firm offers and options.

### **(1) Definitions**

(i) A “firm offer” is an offer of work that is binding both on the Organization and on the interpreter who accepts such an offer.

(ii) An “option” is a proposal of work that is non-binding for both the Organization and the interpreter.

(iii) A “request for availability” is not an offer of work but merely an enquiry by the Organization concerning the availability of the interpreter for a period of work. It is in no way binding on either party.

### **(2) Firm offers**

(i) The Organization shall endeavour, whenever possible, to make firm offers without resorting to options.

(ii) The interpreter, in accepting a firm offer, thereby undertakes to fulfil the ensuing contract and only to withdraw from it if the Organization has consented to a suitable alternative.

### **(3) Options**

i) The Organization, if it is unable to commit itself immediately to a firm offer, may propose an option to the interpreter and maintain that option until such time as the interpreter calls upon that Organization to confirm it as a firm offer.

(ii) The interpreter, in accepting such an option, thereby undertakes to accord priority to the Organization for the period concerned until such time as either the offer is confirmed as a firm offer or cancelled.

(iii) Should servicing of the meeting no longer be required, the Organization shall inform the interpreter as soon as possible and release that interpreter from the option.

(iv) Organizations should endeavour to restrict the number of options to their expected requirements. Similarly, interpreters should refrain from accepting more than one option for the same period.

#### **(4) Competing offers**

(i) The interpreter, if offered work elsewhere for part or all of the period covered by an Organization's option shall request the Organization to confirm its own option as a firm offer before accepting any other option or offer.

(ii) When an interpreter requests confirmation of an option as a firm offer, the Organization shall, within 24 hours of the first working day of receipt of the interpreter's request, provide a response and shall endeavour either to confirm the option as a firm offer or to cancel it and thereby release that interpreter.

(iii) In the absence of a response from the Organization by the deadline referred to above, that option shall automatically be deemed to have lapsed.

#### **(5) Payment of indemnity**

Only a firm offer that is accepted by the interpreter shall give rise to the payment of indemnities as provided for in paragraph 12 (Cancellation or termination of appointment).

### **Letters of appointment**

9. When accepting work for an Organization of the United Nations Common System, a short-term conference interpreter shall be granted a temporary or short-term letter of appointment. The terms of the letter of appointment shall comply with the provisions of this Agreement, to the extent that they differ from the rules of the Organization governing temporary staff. The contracts granted to short-term conference interpreters shall indicate: (a) the place of work; (b) the dates of engagement; (c) the applicable remuneration rates, whether daily or monthly; (d) a reference, where applicable, to a Caisse and/or accident and sickness insurance when the regulatory framework of the hiring Organization provides for this option, and the corresponding percentage to be deducted; and (e) whether the short-term conference interpreter's

engagement involves travel and whether a daily subsistence allowance (DSA) is payable and, if so, in what form.

### **Privileges, immunities and responsibilities**

10. When working for Organizations of the United Nations Common System, short-term conference interpreters:
  - (a) By virtue of their contract, shall have the status of officials,<sup>3</sup> pursuant to the Convention on the Privileges and Immunities of the United Nations, the Convention on the Privileges and Immunities of the Specialized Agencies and relevant agreements with host countries, as applicable to each Organization, and therefore enjoy the privileges and immunities, and have the responsibilities, pertaining to that status;
  - (b) Shall be bound by the strictest confidentiality and secrecy, which must be observed towards all persons with regard to information gathered in the course of professional practice.

### **Professional domicile**

11. The following provisions are established with respect to professional domicile:
  - (a) For the purpose of this Agreement, the professional domicile of the short-term conference interpreter is the domicile for which that interpreter declares her/himself local;
  - (b) The professional domicile of short-term conference interpreters who are members of AIIC shall be published in the AIIC Yearbook. The Organizations shall request an interpreter who is not a member of AIIC to declare that interpreter's professional domicile, which shall be applicable to every Organization that is party to this Agreement. Any such interpreter may have only one professional domicile at any one time and may change it only for consecutive periods of no fewer than six months. Employment conditions shall be governed by the professional domicile of the interpreter at the time employment is offered, irrespective of that interpreter's home address or actual place of residence;
  - (c) AIIC's professional delegations shall liaise with the Organizations to ensure that AIIC's list of all short-term conference interpreters' declared professional domiciles is kept up to date. Organizations shall provide information upon request and with the concurrence of the interpreter concerned, but cannot assume responsibility for any inaccuracies. Any

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<sup>3</sup> In connection with the reference to the Convention on the Privileges and Immunities of the United Nations, the term "officials" instead of "temporary staff members" is used here for the purpose of simplicity. It is understood that the term "officials" includes "temporary, or short-term, staff members".

breaches of the rules governing professional domicile shall be corrected through AIIC's appropriate disciplinary procedures, as applicable.

## **Cancellation and termination of appointments**

12. When an Organization terminates or cancels the appointment of a short-term conference interpreter, the following provisions shall apply:
  - (a) For reasons such as ill health,<sup>4</sup> abandonment of appointment or assigned function, misconduct, unsatisfactory service or the discovery of facts anterior to the appointment of the staff member which, had they been known at that time would, under the principles established in the Charter and the Staff Regulations and Rules, have precluded her/his appointment, the short-term conference interpreter shall be paid such indemnities as are provided for in the Staff Regulations and Rules of the Organization applicable to short-term or temporary staff;
  - (b) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraphs 12 (e) and (g) below, if the cancellation of a monthly contract is communicated more than 15 days before the beginning of the appointment, or more than 30 days for a daily contract, the short-term conference interpreter shall be paid an indemnity equal to 50 per cent of the salary for the period set out in the letter of appointment or other document which would be issued by the appropriate authority within the Organization concerned at the time that the engagement of the short-term conference interpreter is confirmed;
  - (c) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraphs 12 (e) and (g) below, if the cancellation of a monthly contract is communicated 15 days or less before the beginning of the appointment, or fewer than 30 days for a daily contract, the short-term conference interpreter shall be paid an indemnity equal to 100 per cent of the salary for the period set out in the letter of appointment or other document issued by the appropriate authority within the Organization concerned at the time that the engagement of the short-term conference interpreter is confirmed;
  - (d) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraph 12 (e) below, if the cancellation is communicated after the beginning of the appointment, the short-term conference interpreter shall be paid an indemnity equal to 100 per cent of the salary derived from that engagement in respect of the unexpired period;
  - (e) As a consequence of the cancellation of meetings owing to circumstances of force majeure which prevent either party, for reasons beyond their control and independent of their will, from fulfilling their

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<sup>4</sup> In such cases the Organizations shall endeavour to find a way to ensure that the insurance coverage does not cease.

obligations,<sup>5</sup> the Organization shall pay the short-term conference interpreter an indemnity equal to 50 per cent of the salary for the period set out in the letter of appointment, if said cancellation is effected 30 days or fewer prior to the scheduled starting date of the appointment.

(f) The Organization shall reimburse the interpreter for costs, authorized by the Organization within its travel policy limits, that the interpreter may have incurred in direct connection with that appointment;

(g) As a general principle in respect of cancellation indemnities, the short-term conference interpreter shall make every effort to find equivalent employment for the period in respect of which such indemnities are payable, and if employment is obtained with an Organization or third party, the indemnity payable shall be reduced by one day for each day thereof.

### III. Remuneration policy

13. The remuneration of short-term conference interpreters employed by Organizations party to the Agreement, whether on a daily or monthly basis, is specified in Annex A hereto.
14. Appointments shall be formalized by the issuance of a contract by Organizations. The contract shall indicate the specific period of engagement and the number of days to be paid, as well as the applicable remuneration rate.
15. Subject to the provisions of this Agreement, specifically paragraph 32 (Workload), one daily rate shall be payable to the interpreter for each contract day, a day being defined as a 24-hour period from midnight to midnight or part thereof (including public holidays within the period of contract).
16. By reference to the seven-day weekly calendar, the sixth and seventh days shall also be paid to interpreters when they are under contract outside their professional domicile.
17. Similarly, such sixth and/or seventh days shall be paid to interpreters under contract at their professional domicile if the employing Organization has requested them, either at the time of the firm offer or thereafter, to be available to work on those days. Such days shall be paid irrespective of whether any such interpreter is actually assigned to work on those days.
18. The salary rates set out in Annex A are net of both income tax and staff assessment.

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<sup>5</sup> In case of doubt as to the applicability of this article, parties shall confer and come to an agreement.

### **Daily remuneration rate**

19. A short-term conference interpreter employed by an Organization for fewer than 60 days from the first day of her/his appointment shall be employed on the basis of a daily appointment and the daily rate conditions.

### **Monthly remuneration rate**

20. The following provisions shall apply with respect to monthly rates:
  - (a) A short-term conference interpreter employed by an Organization for a continuous period of 60 days or more shall be employed from the first day on the basis of a monthly appointment and the monthly rate conditions;
  - (b) The monthly salary under such appointment shall be determined using the methodology indicated in annex A;
  - (c) When a period of employment at daily rates is extended in such a way that the extension, together with the original duration of the contract, exceeds 60 days, the provisions governing monthly appointments shall apply from the 61st day;
  - (d) For short-term conference interpreters employed on monthly appointments, leave shall accrue at the rate specified in the Staff Regulations and Rules of the employing Organization and pro rata for each part of a month. The Organization may indicate the periods falling within the employment period when the accrued leave must be taken, provided that the short-term conference interpreter is given at least 15 days' notice;
  - (e) At the end of an appointment, the unused leave days shall be paid in accordance with the Staff Regulations and Rules of the employing Organization.

### **Remuneration during travel**

21. The following provisions shall apply with respect to remuneration during travel:
  - (a) The travel rules applicable to the regular staff of an employing Organization shall be applicable to the travel of short-term conference interpreters;
  - (b) When a short-term conference interpreter is required to travel to a duty station away from her/his professional domicile, s/he shall be equally entitled to the applicable subsistence allowance in accordance with the policy and practice for regular staff of the employing Organization.
  - (c) For the purposes of this Agreement, authorized travel time of short-term conference interpreters is work time for all purposes, as for regular staff. The travel dates shall be specified in the contract whenever possible. Accordingly, except where it is agreed in advance that any necessary travel

can reasonably be accomplished during the period of assignment, a short-term conference interpreter recruited from outside the duty station shall be paid one half of the relevant rate in Annex A in respect of the calendar day preceding the beginning of her/his assignment and one half-day's salary in respect of the calendar day following the end of her/his assignment. For any full calendar day of travel time, including authorized stopovers and rest periods, as detailed in paragraph 25 below, the short-term conference interpreter shall receive a full day's salary.

## **IV. Travel conditions**

### **General**

22. Except as may be otherwise provided in this Agreement, the travel rules applicable to the regular staff of the employing Organization while on official travel shall be applicable to the travel of short-term conference interpreters. In cases of non-local recruitment, travel shall be provided for the short-term conference interpreter to proceed from her/his professional domicile (or from another place within the same cost) to her/his place of work and return. This provision shall not preclude any arrangement whereby costs may be shared between the employing Organization and a previous or subsequent employer in instances when the periods of employment are consecutive. The Organizations shall make every effort to ensure uniformity of practice in respect of travel rules.
23. No travel shall take place without a travel authorization, including prior medical and security clearances where applicable. The hiring Organization shall not be held liable in the event that a short-term conference interpreter does not provide appropriate medical certification prior to her/his engagement. Failure to do so shall result in the withdrawal of the offer or termination of appointment without compensation. The employing Organization shall inform the short-term conference interpreter of these requirements at the time of the proposal of work.
24. When an Organization offers the short-term conference interpreter a contract, it shall inform her/him of the travel arrangements it intends to make. This information can be provided via the offer of appointment or other official written communication, such as e-mail notification. If the short-term conference interpreter accepts the contract, s/he shall also accept whatever travel arrangements are made, unless her/his professional obligations prior to or subsequent to her/his contract are such as to render impractical, in the opinion of the Organization, participation in such arrangements.
25. Applicable DSA shall be payable to the short-term conference interpreter during the length of the assignment while on travel status, including any travel days in addition to the normal length of the assignment which s/he

is required to spend away from her/his professional domicile by reason of the travel arrangements authorized by the employing Organization.

### **Stopovers and rest periods during air travel**

26. In scheduling the departure of an interpreter for a meeting, the employing Organization shall ensure that when travel takes place by air, or mostly by air, the departure takes place sufficiently early that (in the case of a journey with no intermediate stop-overs):
- (i) If the scheduled travel time for the journey is between six and ten hours, the interpreter is not required to commence duty within 12 hours after arriving at the duty station;
  - (ii) If the scheduled travel time is more than ten hours, the interpreter is not required to commence duty within 24 hours of arriving at the destination;
  - (iii) Minor variations from these minima arising from scheduled flight timetables (for example, infrequency of flights) shall be acceptable within reason, subject to agreement before the journey begins;
  - (iv) Subject to paragraphs 21, 22 and 24 above, the interpreter shall be entitled to utilize these rest periods either at the destination or in the form of stopovers en route.

### **Daily subsistence allowance**

27. A short-term conference interpreter engaged to serve in a duty station away from her/his professional domicile shall be entitled to receive the applicable DSA in accordance with the DSA rates established by the International Civil Service Commission (ICSC) and in accordance with the travel advances policy of the employing Organization. The conditions for the payment of the allowance shall be those applicable to the regular staff of the Organization, including in respect of adjusted rates (e.g., when accommodation, transportation and/or meals are provided) and supporting documentation requirements, as well as, where necessary, recourse procedures.

## **V. Social security**

### **Social security**

28. The remuneration rates for short-term conference interpreters set out in Annex A are net of tax and include a social security element of nine per cent. At the written request of the short-term conference interpreter and subject to the Organization's rules, a percentage of the short-term conference interpreter's emoluments may be withheld by the employing

Organization and paid in the name of the short-term conference interpreter into an applicable scheme such as the *Caisse de Pensions des Interprètes et Traducteurs de Conférence* or the *Caisse de Prévoyance des Interprètes de Conférence*.

### **Loss of earnings, sickness and accident insurance, and sick leave**

29. To the extent possible, and subject to the rules of the employing Organization, short-term conference interpreters may be allowed to participate in a loss of earnings and insurance scheme for illness or injuries occurring during their respective appointments.
30. With respect to sick leave, Organizations may grant reasonable leave as provided for other temporary staff under the applicable Staff Rules, and within the terms and duration of the contract in force without any related obligation for the Organization (such as in respect of hospitalization, insurance, etc).

## **VI. Working conditions**

### **Team strength**

31. (a) At no time shall fewer than two interpreters be assigned<sup>6</sup> per booth.
  - (b) No interpreter shall be assigned as the only member of a team capable of providing relay from a given working language.
  - (c) In the case of two-language meetings serviced from one booth, at least three interpreters capable of working into both languages shall be assigned.
  - (d) In the case of the Arabic and Chinese booths, specifically referred to in paragraph 33 below, at least three interpreters shall be assigned to the booth, of whom at least two must be capable of working into two of the languages used.
  - (e) More interpreters shall be assigned when:
    - (i) The language combinations are such that fewer interpreters would not be sufficient to cover them;
    - (ii) Numerous written presentations are to be given;
    - (iii) The technical or scientific nature of the conference calls for extensive in-session preparation.
  - (f) Teams including one or more Group II<sup>7</sup> interpreters should comprise enough experienced pivots in the same or other booths. Group II interpreters shall thus not be required to provide relay.

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<sup>6</sup> In the context of team strength, an interpreter assignment is the posting of one interpreter to one meeting.

## Workload

32. (a) It shall be the responsibility of the employing Organization to ensure a normal workload for interpreters. In this context, a normal workload is one that complies with the conditions stipulated in the relevant resolutions of the United Nations, pursuant to the 1974 report of the Joint Advisory Committee, which established these workloads.
- (b) Accordingly, no interpreter shall be called upon to work at more than two meetings per day. There shall be a break for a period of no shorter than one and a half hours between such meetings.
- (c) Similarly, no interpreter shall be assigned for more than two and a half to three hours from the time when that interpreter is required to be on duty. An interpreter who has been summoned to duty and has arrived at the place of assignment at the scheduled time of assignment shall be deemed to have been assigned, even if the meeting to which that interpreter has been summoned has concluded or has been cancelled in the meantime.
- (d) Similarly, no interpreter shall be called upon to work more than eight meetings on average per week, a week being a period of seven consecutive days. For periods of employment of fewer than five days, a normal workload is five meetings in a three-day contract, or a maximum of seven meetings in a four-day contract. The maximum period over which meetings may be averaged shall not exceed two consecutive weeks. For ease of reference, a table indicating the respective number of assignments is attached as Annex C.
- (e) Short-term conference interpreters should, whenever possible, be given reasonable notice of meetings outside normal working hours.
- (g) Except on the last day of contract, for the purposes of workload calculation, and without prejudice to the maximum weekly workload established in this paragraph, a late-hour meeting straddling more than one day shall count as one meeting only and towards day one.
- (h) Interpreters assigned after 20h00 shall have a break of at least 12 hours.
- (i) If, in a genuine emergency, an Organization is unable to implement the above provisions regarding weekly workload and if adequate time off cannot be given within the short-term conference interpreter's period of employment in accordance with subparagraph 32(d) above, it shall grant that interpreter compensation in accordance with the terms set forth in Annex D.
33. Except for two-language meetings serviced from one booth, there shall be one booth, working in one direction only, for the official languages of the Organization concerned. However, owing to a shortage of multilingual interpreters with Arabic and Chinese, it may be necessary in the case of

<sup>7</sup> Interpreters classified in Group II are defined by AIIC as “beginners” (see Annex B).

these two languages to use a two-way booth working both into the language concerned and from it into one of the other languages of the meeting, the remaining booths working from the interpretation in relay. The Organizations and AIIC agree that this method is unsatisfactory and that it should be used only in the case of the two official languages stipulated above as well as of any non-official language of the Organization concerned for which no multilingual interpreters are available to work from that language.

### **Disclaimer for broadcasting**

34. For the purpose of this Agreement, the term “broadcasting” refers to transmission by television, radio and webcasting<sup>8</sup> for on-line use or for downloading, as appropriate under arrangements for access, in accordance with the policy of the employing Organization.

35. The Organizations shall consult the Provisions governing Broadcasting of Interpretation (Annex E). In the event of webcasting of interpreted sessions, the following disclaimer shall be prominently displayed on their respective websites:

*The interpretation of proceedings serves to facilitate communication and does not constitute an authentic or verbatim record of the proceedings. Only the original speech is authentic.*

36. An audio/video file of interpretation shall be the property of the employing Organization. When such files are broadcast or otherwise made publicly available, any responsibility or liability shall be vested in the Organization.

### **Technical installations**

37. Organizations should endeavour to provide facilities for meetings at headquarters or elsewhere, compliant with the international standards applicable to simultaneous interpretation facilities, such as:

ISO 2603:1983 for built-in booths  
ISO 4043:1981 for portable booths  
IEC 914:1988 for equipment

and, whenever possible, also with ISO 2603:1998 and IEC 60914:1998.

38. In planning for the construction or modification of booths and/or equipment for simultaneous interpretation, Organizations shall make

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<sup>8</sup> “Webcasting” also refers to “web-streaming”, “video-streaming” and “placing of video-records on an organization’s website”.

every effort to comply with the latest version of the relevant standards, keeping in mind the need for uniformity of equipment and facilities within the Organizations.

## **VII. Discipline**

39. Without prejudice to its right to apply the remedies and disciplinary measures that are foreseen in its internal rules or in the letter of appointment, including the withholding of all or part of the remuneration due, such as when an interpreter abandons her/his position or assigned function prior to the completion of the period of employment, an Organization may draw the attention of AIIC to any case where the conduct of one of its freelance members has been unsatisfactory. In that event, AIIC shall conduct a disciplinary investigation, further to which it shall decide upon the necessary actions it considers appropriate, in consultation with the Organization concerned.

## **VIII. Settlement of disputes**

40. Every effort shall be made to resolve disagreements between Organizations and short-term conference interpreters in an informal and expeditious manner with a view to settling them without recourse to the procedures outlined in paragraph 40 below.
41. Disputes between a short-term conference interpreter and an Organization arising out of the application of an individual letter of appointment shall be settled through the relevant procedures and under the same conditions applicable to the regular staff of the Organization concerned, or any other procedure provided for in the letter of appointment or in this Agreement.
42. Disputes between AIIC and an Organization or Organizations arising out of the interpretation or application of this Agreement shall, in a first stage, be the subject of direct conversations between AIIC and the Organization or Organizations concerned, with a view to settling the dispute; if no settlement can be reached, the two parties shall refer the matter as rapidly as possible to a jointly agreed third party for an opinion. On the basis of that opinion, the parties shall endeavour to find, within a reasonable time frame, a mutually acceptable solution.

## **IX. Other provisions**

### **Training**

43. Organizations should facilitate the participation of short-term conference interpreters in training programmes provided to regular interpretation

staff, provided that such participation shall carry no cost or administrative burden for the Organizations.

**Professional delegations**

- 44. AIC shall designate professional delegations to ensure liaison with the Organizations on questions of mutual interest, including matters arising out of sections VII and VIII above, and the Organizations shall facilitate such activity.

**Official circulars and employment data**

- 45. The CEB Secretariat shall make available to AIC all official United Nations circulars concerning post adjustment classifications and relevant exchange rates, DSA rates and changes in base salaries of permanent staff as and when they are published. It shall also collect and inform AIC annually of the statistics regarding employment of short-term conference interpreters by the Organizations.

Signed on ..... 2012 by:

\_\_\_\_\_  
Franz Baumann, Assistant Secretary-General for General Assembly Affairs  
and Conference Management, United Nations  
Representative of the Organizations of the United Nations System

Signed on ..... 2012 by:

\_\_\_\_\_  
Linda Fitchett, President  
Association internationale des Interprètes de Conférence

Signed on ..... 2012 by:

\_\_\_\_\_  
.....  
Secretariat of the Chief Executives Board for Coordination

## **Annex A**

### **Remuneration policy and schedule of rates**

#### **I. Definition of rates**

##### **Headquarters rate**

1. Short-term conference interpreters having their professional domicile in Austria, Canada, France, Italy, Spain, Switzerland, the United Kingdom of Great Britain and Northern Ireland and the United States of America, when working in any of those countries shall be paid the corresponding “headquarters rate”.

##### **World rate**

2. Irrespective of the professional domicile of the short-term conference interpreter, all work which is not covered by paragraph 1 above shall be paid at the World rate.

#### **II. Methodology for the calculation of daily rates**

##### **Headquarters rates**

3. At the beginning of each calendar year, a common daily base rate (hereinafter referred to as the “base rate”) shall be derived from the United Nations salary scale for professional category staff promulgated by the International Civil Service Commission (ICSC). This salary scale provides a common annualized base salary pay scheme for professional category staff of the United Nations Common System worldwide.
4. The base rate is P-4, step VI, net dependency salary compressed into 221 working days.<sup>1</sup> The base rate is common for all duty stations, as the United Nations salary scale is common to all staff worldwide.
5. A social security element of nine per cent of the base rate is to be added.

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<sup>1</sup> The 221 working days-based “daily base rate” represents a compression of the United Nations annual salary scale based upon 365 days, and is inclusive of the standard 30 days of annual leave days, 10 days of United Nations official holidays and weekends (comprising 104 days) of the yearly calendar, on a pro rata basis.

6. At the beginning of each year, the post adjustment multiplier to be applied to the common base rate in order to derive each duty station's daily rate shall be the average of the previous year for each duty station.
7. The post adjustment applicable at each duty station shall be added to the base rate (see paragraph 4). The combination of base rate plus applicable post adjustment plus the social security element, shall determine the total daily rate (hereinafter referred to as the "daily rate") payable to short-term conference interpreters entitled to receive the headquarters rate.
8. As the rates are derived from the common United Nations salary scale for professional category staff, which is denominated in United States dollars, the schedule of rates shall be determined in United States dollars for each established headquarters duty station and then converted using the average of the previous 12 months' United Nations operational rates of exchange (UNOREs).

#### **World rate**

9. In the case of the World rate, at the beginning of each year, the annual composite of the post adjustment multipliers of the eight headquarters duty stations and the post adjustment multipliers of four UN Regional Commissions (Chile, Ethiopia, Lebanon and Thailand) as well as that of the United Nations Office at Nairobi (Kenya) are to be added to the base rate referred to in paragraphs 3 and 4 above. The combination of the base rate, social security element, and the composite of these 13 post adjustment multipliers determines the daily rate for all locations outside the eight headquarters duty stations as well as the daily rate for all interpreters whenever they work outside their professional domiciles.
10. The World rate shall be determined only in United States dollars.

#### **Methodology for the calculation of monthly rates**

11. In accordance with paragraph 20 of the Agreement, monthly appointments shall be paid on the basis of the schedule of monthly rates prescribed under the Agreement.
12. The methodology for the calculation of the monthly rates shall be as follows:

**The modalities for calculation of monthly rates are not yet available. Any disagreement on a proposed text in this regard will not jeopardize approval of the Agreement as a whole, but will be subject to separate discussions.**

13. Annual leave shall accrue at the rate specified in the Staff Regulations and Rules of the employing Organization. Payment of unused annual leave shall be subject to the following adjustment: “monthly rate x 12 ÷ 251” per day, where 251 = 365 - 104 (weekends) - 10 (United Nations holidays).<sup>2</sup>

#### **IV. Non-regression clause**

14. Non-regression shall apply to the mid-year revisions and annual recalculations set out in paragraphs 23 to 25 below.

#### **Establishment of duty station rates**

17. Pursuant to the adoption of the present Agreement, the headquarters schedule of rates is expanded with two additional headquarters duty stations, Madrid and Montreal, with the corresponding rates established for Spain and Canada.
18. The establishment of any further duty stations classified by ICSC as “H” duty stations shall respond to operational requirements of a permanent and significant nature and would be carried out once a joint agreement between the Organizations and AIIC has been reached, following the parameters set forth in the present Agreement.

#### **VI. Currency of payments**

##### **Headquarters rates**

19. In letters of appointment, headquarters rates may, at the discretion of the Organization concerned, be expressed either in local currency or in United States dollars converted at the monthly UN operational

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<sup>2</sup> Any accrued annual leave not utilized by the end of the temporary appointment may be commuted into a sum of money for the rest of the period of such accrued annual leave as prescribed by the Staff Regulations and Rules of the employing Organization. The figure of 251 may vary slightly by Organization.

rates of exchange, which yield that amount of local currency. The rate of used for payment purposes shall be the applicable monthly United Nations operational rate of exchange in force at the time.

20. Payments shall normally be made in local currency unless otherwise mutually agreed between the Organization and the short-term conference interpreter.

#### World rate

21. The World rate is paid in United States dollars. However, by prior agreement with the Organization concerned, payment may be made in the currency of the country of the short-term conference interpreter's domicile or, by agreement with the Organization, in a third currency, provided that this does not represent an additional cost to the Organization and is operationally possible. In such instances, the rate of exchange to be applied shall be the monthly United Nations operational rate of exchange in force on the date that payment is made.

### VII. Daily rates payable from 1 January 2012<sup>3</sup>

22. The schedule of daily rates effective 1 xxx 2012 shall be:

#### Headquarters rates

	Group I	Group II	Monthly
Austria (€)	USD 623.79	415.88	
	EUR 451.00	300.50	
Canada (Cdn \$)	USD 618.21	412.06	
	CAD 614.50	409.50	
France (€)	USD 637.62	425.10	
	EUR 461.00	307.50	
Italy (€)	USD 621.02	414.04	
	EUR 449.00	299.50	
Spain (€)	USD 594.74	396.52	

<sup>3</sup> Subject to revision on 1 July 2012.

	EUR 430.00	286.50	
Switzerland (Swiss Franc)	USD 792.13	528.12	
	CHF 705.00	470.00	
United Kingdom (£)	USD 656.30	437.56	
	GBP 411.50	274.40	
United States (US \$)	626.00	417.50	

### World rate

23. The daily World rate, denominated and payable only in United States dollars, effective 1 January 2012<sup>3</sup> shall be:

Interpreter I: \$ 612.00

Interpreter II: \$ 408.00

## VIII. Adjustment of rates

### Administration of the revision and adjustment of rates

24. The CEB Secretariat shall be responsible for the calculation of adjustments in the schedule of rates in accordance with the methodology prescribed under the Agreement as well as for their prompt notification to the Organizations and to AIIC. The Organizations and AIIC shall be kept regularly informed of the post adjustment multipliers and relevant movements in the United Nations operational rates of exchange in the areas listed.

### Mid-year revision in respect of movements of the post adjustment index at each duty station

25. On 1 July each year, the average post adjustment multipliers for the previous 12 months for each established headquarters duty station shall be calculated and applied to the scale-derived common and fixed daily base rate established for each year, as described in paragraphs 3 to 6 of this annex.
26. If an increase results from the mid-year recalculation, it shall be adopted and then converted again into local currencies by application of the 12-month average United Nations operational

rates of exchange, where applicable. In such instances, the revised rates shall be effective as of 1 July.

### **Adjustment procedure for the World rate**

27. A similar recalculation shall be undertaken on 1 July each year in respect of the World rate (using the methodology established to derive the average composite post adjustment multiplier applicable to the World rate), as described in paragraph 9 of the present Annex.

### **Degree of ultimate rounding**

28. Rates after adjustment shall be rounded for payment purposes as follows:

<b>Currency</b>	<b>Rounded to nearest</b>
Canadian dollar	0.50
Euro	0.50
Swiss franc	1.00
UK pound	0.10
US dollar	0.50

### **IX. Beginners**

29. Beginners, as defined in Annex B, shall be paid 66.67 per cent, or two thirds, of the daily rate otherwise applicable to the location concerned.

### **X. Restricted teams**

30. Members of restricted teams shall be paid 160 per cent of the daily rate otherwise applicable, In a two-way booth at a bilingual meeting of more than an hour and a half serviced by two interpreters instead of three, the restricted team rate shall apply. In a bilingual meeting, interpreters in a two-way booth working for less than an hour and a half shall be paid the standard rate.

## Annex B

### Classification of interpreters (Group I and Group II)<sup>1</sup>

#### Definition

1. It is agreed that the following interpreters shall be classified as Group I:
  - (a) Former staff members, provided that they had qualified for fully fledged status in the Organizations (i.e., P-3 and above);
  - (b) Interpreters with substantial experience, but who have not worked, or rarely worked, in the United Nations system;
  - (c) Interpreters who have been formally reclassified to Group I;
  - (d) Interpreters who have consistently worked for United Nations Common System Organizations with Group I status although never formally reclassified;
  - (e) Interpreters living and working in areas where the application of this Annex is impractical (see paragraph 5 below).
2. Once an interpreter has been granted Group I status by the Organizations, it shall be retained even if s/he is subsequently called upon to use a different language combination.
3. If an Organization has legitimate doubts as to the professional experience of interpreters referred to above, it may request a ruling from the Classification Board (see paragraph 13 below).
4. Group II interpreters are those who have not qualified for reclassification in Group I, to which the rates in Annex A apply.

#### Exceptions

5. While it is considered desirable in principle that all interpreters other than those listed in paragraph 2 above should be classified as Group II, it is agreed that:
  - (a) Interpreters living and working in areas such as South America where the application of this Annex is impractical should normally be classified as Group I and this classification shall remain valid even if they subsequently work in an area normally subject to the provisions of the Annex;
  - (b) Interpreters working in the Chinese booth who had traditionally been seconded by their Government should continue, for work in this booth, to be classified on the basis of information received from the country concerned.

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<sup>1</sup> Interpreters classified in Group II are defined by AIIC as “beginners”.

## **Beginner salary rates**

6. Group II interpreters shall be paid 66.67 per cent, that is to say two thirds, of the relevant salary rates for Group I interpreters, as indicated in Annex A to this Agreement.

## **Conditions of employment**

7. (a) Group II interpreters shall not be assigned to work as pivots or as members of restricted teams, nor shall a booth be staffed entirely by such interpreters;
- (b) Employment of Group II interpreters by the Organizations shall not exceed 10 per cent of their collective total team strength in any year. The CEB secretariat shall annually supply statistics on the employment of such interpreters.

## **Reclassification to Group I status**

### **Eligibility**

8. Group II interpreters shall normally apply for reclassification after having completed 200 days of work for United Nations system Organizations, or if they can reasonably expect to have completed 200 days by the next meeting of the Classification Board referred to below. The application shall be made to the Chief Interpreter (or person responsible for the interpretation service) of the Organization which is the interpreter's principal employer, who shall transmit the application to the Board. If an Organization considers a Group II interpreter's work to be of sufficiently high standard, it may suggest that s/he apply for reclassification after fewer than 200 days. Account may also be taken of experience in other international organizations or conferences applying similar recruitment standards. In no case, however, may a Group II interpreter be considered eligible for reclassification before s/he has worked for 100 days with United Nations Common System Organizations.
9. All Group II interpreters are required to apply for reclassification before completing 300 days of work with United Nations Common System Organizations. If s/he fails the examination, s/he shall not be entitled to apply again until one year has elapsed.

## **Reclassification procedure**

10. Reclassifications shall normally be made by decision of a Classification Board composed of the Chief Interpreter or person responsible for the interpretation services of the Organizations party to the Agreement (including the United Nations Office at Geneva and the United Nations

Office at Vienna) or their representatives. AIIIC shall be represented by an observer.

11. The Classification Board shall normally meet three times a year, and shall be convened and coordinated by the Chief of Interpretation Services, United Nations Office at Geneva. Board members not wishing to be present may send their comments in writing to the Coordinator or be represented by another Organization.
12. Lists of eligible candidates who have applied for reclassification shall be circulated to all participants and AIIIC one month prior to each meeting.
13. The functions of the Classification Board shall be:
  - (a) To give a ruling on any issues raised under paragraph 3 above, after making enquiries, as necessary;
  - (b) To decide, on the basis of their experience with each candidate, whether that candidate's work has reached the standard of proficiency required for her/his reclassification to Group I status, the standard of proficiency for reclassification being the equivalent of the level Organizations would require for the recruitment of a staff interpreter.
14. The Board, by consensus and with a quorum of five members present or represented by another Organization, may decide:
  - (a) That the candidate's work has reached the required standard and that s/he is reclassified accordingly; or
  - (b) That the candidate's work as a whole has not yet reached the required level but that s/he is invited to apply again before s/he has completed 300 days of work for Organizations of the United Nations system; or
  - (c) That her/his work is such that s/he should not be employed further in Organizations of the United Nations system.
15. The Board shall prepare a report conforming to a standard presentation giving the reasons for its decision, a copy of which shall be sent to the candidate.
16. The Coordinator shall communicate the decisions of the Board, whether or not the candidates have been reclassified, to the chiefs of the competent units of the Organizations with a copy to the AIIIC Secretariat.
17. Approved reclassifications shall have effect from the date of the decision taken on the subject by the Classification Board.

## **Recourse**

18. If a Group II interpreter does not accept negative findings of the Board, s/he shall be entitled to sit for a formal reclassification examination.

19. An inter-Organizations' board of examiners shall be established composed of permanent interpreters delegated by the participating Organizations, under the chairmanship of a representative of the administrations. AIIIC shall be represented by an observer.
20. An application for admission to a reclassification examination shall be submitted by the short-term conference interpreter to the Chief Interpreter or person responsible for the interpretation service of the Organization which is her/his principal employer. The Chief Interpreter or person responsible for the interpretation service, in agreement with the human resources service of the said Organization, shall initiate the reclassification examination procedure in accordance with the rules agreed upon between the Organizations. Alternatively, the short-term conference interpreter may address her/his application for reclassification directly to the Training and Examinations Section, United Nations Office at Geneva. The board of examiners shall be convened as soon as possible.
21. The rules of the reclassification examination shall be as follows:
  - (a) The various tests constituting the examination shall be regarded as forming an indissoluble whole;
  - (b) The examination shall consist of interpretation, from two passive languages, of passages from two statements — a general statement and a more specialized statement — made in each of those languages. Each of the four tests shall last about 10 minutes;
  - (c) All tests shall be based on statements delivered at a normal speed and of reasonable difficulty. The candidate shall be given an opportunity to listen to the recordings for a few minutes before beginning to interpret. S/he shall be informed, before the start of each test, of the subject of the statement to be interpreted and the purpose of the meeting for which it was made;
  - (d) The candidate shall have a choice between the following options for the general texts:
    - (i) Laboratory recording of her/his interpretation from tape recordings; or
    - (ii) Interpretation from tape recordings before the board of examiners; or
    - (iii) Recording, without the candidate's knowledge, of the interpretation s/he has actually given in a meeting, and simultaneous recording of the original;
  - (e) For the specialized texts, the subject of each of the statements to be interpreted and the name of the body in which it was made shall be communicated to the candidate in advance so that s/he may prepare for the test;
  - (f) In view of the technical difficulties of the method described in subparagraph (d) (iii), the candidate shall be duly informed that it

may entail delaying the date on which the board of examiners is convened.

22. The report that the inter-Organizations' board prepares after the examination shall give the reasons for its decision and shall conform to a standard presentation.
23. The Training and Examinations Section of the United Nations Office at Geneva shall transmit to the candidate and to the Classification Board a copy of the report of the board of examiners.
24. The Training and Examinations Section of the United Nations Office at Geneva shall communicate the results of the examination, whether the candidate has been reclassified or not, to the chief of the competent units of the Organizations of the United Nations Common System, with a copy to the AIC Secretariat.
25. The reclassification of short-term conference interpreters shall have effect from the date of the decision taken on the subject by the inter-Organizations' board of examiners.

## Annex C

### Number of assignments per contract duration

<b>Number of contractual days</b>	<b>Number of assignments</b>
1 day	2 assignments
2 days	4 assignments
3 days	5 assignments
4 days	7 assignments
5 days	8 assignments
6 days	8 assignments
7 days	8 assignments
8 days	10 assignments
9 days	12 assignments
10 days	13 assignments
11 days	15 assignments
12 days	16 assignments
13 days	16 assignments
14 days	16 assignments

## Annex D

### System of compensation for extra workload<sup>1</sup>

1. Paragraph 32 of the Agreement specifies the normal workload of interpreters, and all Organisations have agreed that it is their responsibility to implement its provisions. It however also recognises that genuine emergencies may arise when this is impossible and envisages compensation, preferably in the form of time off, for interpreters when they have worked more than « normal ».
2. There is no such thing as a planned emergency. Therefore, whether in the form of time off to compensate for extended meetings (when a relief team should have been provided) or in cash to compensate for an excessive weekly workload when no other interpreters were available, compensation should be less attractive than adequate advance planning.
3. Compensation should however not be punitive, nor should it be based on a “once and for all” flat rate (such as the restricted team rate) but should depend on the amount of extra work required of the individual interpreter and the degree of planning error on the part of the Organisation.
4. Excess workload may take two forms: either the interpreter has been required to work at meetings lasting longer than the normal “two and a half to three hours from the time when the interpreter is required to be on duty”, or he has been required to work more than “8 meetings on average per week” stipulated in the Agreement.
5. Extended meetings: an “extended” or “long” meeting can be defined as a meeting or series of meetings which have lasted more than three hours (plus a grace period of 5 to 10 minutes) since the time when the interpreter was required to be on duty.

#### **Compensation for extended meetings:**

6. Any two extended meetings worked during the interpreter’s contract period shall count as three meetings for the purpose of calculating the weekly workload.
7. In such an emergency, a meeting lasting for more than four hours would count as two meetings, while all-night end-of-negotiation meetings would have to be calculated pro-rata.
8. The addition of one more interpreter per booth to make up for a long meeting is contrary to the Agreement and cannot be considered as “compensation”.
9. Extra meetings: extra meetings are meetings which are in excess of the average weekly workload, pro-rata to the number of days of contract, after taking into account of any compensation-in-time for extended meetings, and which cannot be compensated for by time-

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<sup>1</sup> Pursuant to the Appendix of Document ACC/1991/PER/CM/14

off during the period of employment. Compensation-in-time cannot be carried over from one contract period to another.

**Compensation for extra meetings**

10. Compensation shall take the form of one or more additional rest days being added to the contracts enabling the interpreter having suffered from a genuine emergency to adequate paid time off for recuperation.
11. Paid time off for recuperation shall be at the rate of one full day's pay for each interpreter concerned per extra meeting.

## Annex E

### PROVISIONS GOVERNING BROADCASTING OF INTERPRETATION

1. All meeting participants shall be made aware of the specific circumstances faced by interpreters in the event of broadcasting and shall be informed of the importance of:
  - a. making written speeches available to interpreters well in advance;
  - b. delivering statements at a reasonable speed.
2. If the Organization deems that an audio/video record of a meeting is not of sufficient quality or accuracy, the Organization may either:
  - a. refrain from releasing such record; or
  - b. arrange, in exceptional circumstances, for re-recording of the relevant parts of such record, provided that it is technically feasible.
3. If an interpreter is required for the re-recording of any part of the proceedings, such re-recording shall be undertaken on the basis of mutually agreed conditions.
4. Interpreters shall be informed, at the time the offer of work is made, that their work may be broadcast, it being understood that, in principle, Group II interpreters should not be assigned to broadcast meetings.
5. If numerous written presentations are to be given, an additional interpreter shall be assigned in each booth for broadcast meetings, pursuant to paragraph 31(e)(ii) of this Agreement.
6. To the extent possible, Organizations should ensure that recordings of the interpretation clearly relate to the immediate context of the meeting.
7. Organizations wishing to make such recordings available on their websites for an unlimited period of time shall ensure that appropriate verification and correction measures are in place, such as those described in paragraph 2 above.
8. Recordings shall be used only to further the mission of the Organization(s) concerned.
9. To the extent possible, written verbatim records shall not be discontinued in favour of recordings of interpretation.

**Annex F**  
**Organizations party to the Agreement**

## **Annex G**

### **Organizational entities to which the Agreement applies**