

Agreement governing conditions of work for free-lance interpreters remunerated on a daily basis between the International Association of Conference Interpreters (AIIC) and the International Trade Secretariats (ITS)

SECTION I - SCOPE

1. The International Association of Conference Interpreters (AIIC) hereinafter called "the interpreters", on the one hand
2. The Signatories (International Trade Secretariats (ITS) and ICFTU) as listed in Appendix 1, hereinafter called "the Organizations", on the other hand
3. HAVE AGREED TO THE FOLLOWING PROVISIONS.

SECTION II - REMUNERATION

4. The daily rates of remuneration paid by the Organisations signatories of the present Agreement to the interpreters shall be :
 - (a) **CHF 819.- (Category A)** for the following countries : United States, Canada, Japan, Switzerland, and other members of EFTA and the European Union not mentioned under (b);
 - (b) **CHF 672.- (Category B)** for the following countries: Belgium, Greece, Italy, Portugal, Spain, the United Kingdom and Ireland, all countries in Africa, Asia/Oceania. For the countries of Latin America 80% of this level of remuneration shall be applicable, i.e CHF 537.-;
 - (c) Countries of Central and Eastern Europe for meetings held in those countries :
 - **CHF 417.- (Category C1)** for Russia, Poland, Hungary, Czech Republic, Slovak Republic, Baltic States, Ukraine, Belarus, Slovenia and Croatia;
 - **CHF 264.- (Category C2)** for the other States of the CIS, Rumania Albania, Bulgaria and other countries of the former Yugoslavia.

The remuneration of interpreters working in the same team shall take into account the purchasing power differentials in order to safeguard the principle of equal treatment for all members of the team. Therefore, interpreters having their professional address in a country belonging to category A or B shall under no circumstances be paid less than the full B remuneration.

SECTION III - INSURANCES

Provident Fund

5. Whenever remuneration is liable to AVS contributions - payable either by the Organization or by the interpreter - the Organization shall pay both its share of 6.55 per cent (or the applicable AVS rate) and the 6.55 per cent (or the applicable AVS rate) deducted from the interpreter's remuneration (see Appendix 3).
6. Whenever remuneration is not liable to AVS contributions the Organization undertakes to include an additional 6.55 per cent (or the equivalent of the applicable AVS rate) in the interpreter's remuneration (see Appendix 3).

Accident, health, temporary and permanent insurance (loss of earnings)

7. The Organizations shall provide interpreters with cover for accident insurance for the duration of their contract (see Appendix 3).
8. Each interpreter shall take out an individual health, temporary and permanent disablement insurance policy to which the Organization shall contribute 5.5 per cent to be added to the interpreter's daily remuneration (see Appendix 3).

SECTION IV - CONDITIONS OF WORK

A. Definition of the working day

9. The normal length of a day's interpretation shall not exceed two periods of 3 to 3 ½ hours each, to be calculated as from the hour at which the meeting was scheduled to start (see Appendix 3).

B. Manning strength

10. The minimum number of interpreters assigned to a meeting shall depend on the number of languages and the type of interpretation selected (simultaneous, consecutive or whispering), in accordance with the table and the notes in Appendix 2 to this Agreement.
11. For conferences of a technical or scientific nature, or presenting special difficulties, these numbers shall be increased.
12. When so-called "rare" languages, other than the official ones of the Organization, are used, particular attention should be paid to achieving a balanced language coverage (see note 4, Appendix 2).

SECTION V - DAILY SUBSISTENCE AND TRAVEL ALLOWANCES

13. Unless otherwise and mutually agreed upon, the internal rules of the Organization relating to subsistence allowances shall apply. Subsistence allowances due to interpreters working away from their professional address shall be defined on the basis of the schemes applicable to Executive Committee members or, where relevant, staff members of these organizations (see Appendix 3).
14. Unless otherwise and mutually agreed upon, interpreters shall be subject to the Organization's rules governing travel expenses, which shall be refunded on submission of evidence of expenses incurred.
15. For both outward and inward journeys between the professional address (station or city air terminal) and the conference venue the following allowances shall be payable as the case may be (see Appendix 3).
 - (a) For each day's travel on the day prior to or after the conference, where such travel falls within the normal working day, causing him/her to forego a potential appointment, an allowance equivalent to 2/3 of the applicable rate of remuneration is payable to the interpreter.
 - (b) If the journey can be undertaken after normal working hours (i.e. between 8 p.m. and 11 p.m.) on the eve of the conference or during the evening of the last day of the conference an allowance amounting to one half of the rate mentioned in (a) above is payable to the interpreter.
 - (c) No travel allowance is due when the journey can be made within normal working hours (i.e. between 8 a.m. and 8 p.m.) on the day of the conference.

SECTION VI - TRAVEL CONDITIONS

- 16. (a) Rail : first class (single/special sleeper at night)
- (b) Sea : first class
- (c) Air : economy fare *

* Tickets with P,F,J and C as a fare basis on the ticket shall only be refunded up to the amount of an economy fare basis.

If an Organization cancels the interpreter's appointment or if an interpreter is prevented from travelling for serious reasons (e.g. accident, illness, serious family problems or reasons beyond his/her control) or from accepting specific travel conditions because of a preceding or subsequent other assignment, and if the air fare implies restrictions or penalties in case of a change of reservation or of cancellation, all costs resulting therefrom shall be borne by the Organization.

The interpreter may neither be compelled to leave home one or several days before the date at which the meeting is due to start (including travel), nor to stay after its completion. Travel shall always be on the basis of the fastest and shortest itinerary.

For journeys of more than 9 hours from the air city terminal of the professional address to the city air terminal at the place of arrival, or if the scheduled time of arrival is after 11 PM (including airport transfers), the interpreter shall be entitled to rest days for the outward and inward journeys. An allowance as stipulated in para 15 (a) is payable for such days. Rest days shall be granted according to the following table :

Length of journey	Number of rest days
9 to 20 hours	a minimum of 24 hours between the interpreter's arrival at the city air terminal of the venue of the meeting and the time at which the meeting is due to start, as well as 24 hours minimum after his/her arrival at the city air terminal of his/her professional domicile (Appendix 3)
more than 20 hours	a minimum of 48 hours between the interpreter's arrival at the city air terminal of the venue of the meeting and the time at which the meeting is due to start, as well as 48 hours minimum after his/her arrival at the city air terminal of his/her professional domicile (Appendix 3).

- (d) Taxis : taxi fares for transportation from home or hotel to the city air terminal or railway station (and vice versa) are refundable against submission of receipts. Between the city terminal and the airport, public transport shall be refunded, unless special circumstances make it impractical or when no public transport is available.

SECTION VII - ENGAGEMENT AND CANCELLATION THEREOF

- 17. In the interest of both parties, the Organizations shall, whenever possible, ensure continuity in their recruitment policy, and shall always sign individual and direct contracts with interpreters.
- 18. They further agree to apply this Agreement to all the free-lance conference interpreters recruited by them excepting their own staff interpreters (see Appendix 3).

Everything possible will be done to give priority to hiring interpreters having their professional address in the region/country/city where the conference is to take place, due account being taken of language requirements.

- 19. (a) A contract for precise dates, even made orally, shall remain binding. If cancelled less than 30 days prior to the first day of the meeting, the interpreter shall be entitled to the payment of the agreed remuneration, the allowance for each travel day and any expenses already incurred. If a contract is cancelled between 30 and 60 days prior to the first day of the meeting, the

interpreter is entitled to 50% of the agreed remuneration for work and travel days.

- (b) However, the interpreter shall endeavour to seek alternative employment on similar terms. Amounts thus received by him/her shall be deducted from the remuneration and allowances due by the first organizer. Should he/she fail to find alternative employment, any amounts due shall be payable against presentation of an invoice.
- (c) Should the first organizer offer an alternative engagement in place of the one which is cancelled, he shall not be absolved from his obligations unless the new engagement is for the same dates and at the same rate and the venue and subject are such that the interpreter can accept the offer.

SECTION VIII - TECHNICAL EQUIPMENT

- 20. The Organizations shall see to it that the equipment and facilities used during their meetings are in compliance with currently applicable ISO and IEC standards (see Appendix 3).
- 21. Should the Organizer wish to record interpretation, he shall inform the interpreters of this in advance. Interpreters are entitled to an additional fee if the material recorded is to be used for commercial purposes.

SECTION IX - DURATION AND CONDITIONS OF THE AGREEMENT

- 22. **The present Agreement shall apply for the period 1 September 1999 to 31 August 2002.**
- 23. The Parties agree that rates of remuneration shall be subject to annual negotiation on the basis of the cost of living index in Switzerland, and the rates of remuneration resulting from such negotiation shall be applicable as of **1st September**.

SECTION X - RENEWAL OF AGREEMENT

- 24. The present Agreement shall be subject to renegotiation between the signatories in 2001/ 2002. Should unforeseen or exceptional circumstances arise, either Party may seek to reopen negotiations at an earlier date. The purpose of such negotiations is to find a mutually acceptable solution as quickly as possible.

SECTION XI - CONSULTATIONS BETWEEN THE ORGANIZATIONS AND AIIC

- 25. During the Agreement's lifetime, consultations may take place at the request of either Party, between representatives of AIIC and one or more of the Organizations concerned.
- 26. To this end, a small group of two or three representatives of each Party shall be set up to ensure compliance with the Agreement, to review the situation in Eastern and Central European Countries, rates of remuneration as per Art. 23 and subsistence allowances.

SECTION XII - VALIDITY OF THE AGREEMENT

- 27. The present Agreement applies only to signatories and it will be binding on each Organization only after signature.
- 28. The present Agreement shall be governed by Swiss Law and, in case of dispute, the Parties recognize the jurisdiction of the Courts of Geneva.

Appendix 1

List of the Organizations signatories of the Agreement

Postal, Telegraph & Telephone International (PTTI)

International Federation of Building and Wood Workers (IFBWW)

International Metalworkers Federation (IMF)

International Graphical Federation (IGF)

Public Services International (PSI)

International Union of Food & Allied Workers Associations (IUF)

International Federation of Commercial, Professional and Technical Employees (FIET)

International Textile, Garment and Leather Workers Federation (ITGLWF)

Education International (EI)

International Confederation of Free Trade Unions (ICFTU)

European Federation of Public Service Unions (EPSU)

Appendix 2

Manning Strengths*

Number of languages used in the conference room	Minimum number of interpreters	
	Consecutive	Simultaneous
2 interpretation into 2	2 ¹	3 (see Appendix 3)
3 interpretation into 2 interpretation into 3	3 ²	3 5 ³
4 interpretation into 2 interpretation into 3 interpretation into 4		4 6 8
5 interpretation into 2 interpretation into 3 interpretation into 4 interpretation into 5		4 6 8 10

*See Section IV, B. para

- Note 1** For **meetings of ½ day**, in exceptional cases, one interpreter paid at 125 per cent of the applicable daily remuneration (a half-day meeting shall not exceed 3 to 3½ hours).
- Note 2** For **meetings of ½ day**, in exceptional cases, two interpreters paid at 125 per cent of the applicable daily remuneration.
- Note 3** For **meetings of ½ day**, in exceptional cases one interpreter less than this number may be recruited.
- Note 4** For **more than five languages**, agreement shall be reached between the Organization concerned and the coordinating interpreter. In order to avoid overburdening any one booth, Japanese for example, or languages that are known to require the use of relay interpretation, the team shall comprise at least two "pivots" who interpret from those languages or failing that, these booths shall be manned with three instead of two interpreters. If, in exceptional circumstances, only two interpreters are available to work into and out of a particular language, they shall be entitled to 150 per cent of the applicable daily remuneration.
- Note 5** For meetings using the **whispering mode of interpretation** from and into any language, it is advisable to recruit two interpreters who will receive the applicable daily remuneration.

However, for meetings lasting between ½ a day and a maximum of two days, with two sessions of 3 hours each per day, one interpreter who will receive 150 per cent of the applicable daily remuneration for simultaneous interpretation may be recruited.

For meetings of less than 2 hours requiring whispered interpretation (informal talks, personal contacts, etc.), 125 per cent of the remuneration applicable to simultaneous interpretation may be paid.

Appendix 3

Para. 4

Or the equivalent in another convertible currency. When parties agree on a different currency, the applicable rate of exchange will be that of the date on which the contract is signed by the ITS and it will be mentioned in the contract.

It will be specified on the contract form that payment should be made within 30 days.

Para. 4 (c)

Interpreters recruited separately for a language which is not one of the normal working languages of the Organization may be regarded as being outside the team. However, the terms of this Agreement may also apply to interpreters recruited by a delegation for an ITS meeting.

Para. 5

This applies to the Organizations which have their headquarters in Switzerland and to interpreters resident in Switzerland.

Para. 6

The interpreter undertakes to pay the full 13.10 per cent (or the applicable AVS rate) contribution (his/her own and that of the Organization) into a provident fund of his/her own choosing, the name of which will be given to the Organization.

Para. 7

The duration of the contract shall not include travel days when the interpreter makes his/her own travel arrangements.

Para. 8

The Organizations shall therefore not be liable for payment of any sickness benefits during the period of appointment.

The interpreter undertakes to pay the equivalent of this percentage into his/her sickness insurance fund. This contribution is subject to AVS for the interpreters concerned.

Para. 9

Some flexibility, within reasonable limits, is possible by prior agreement with the interpreters.

Para.13

The Organizations may, if they so wish, apply the following conditions:

- a) The subsistence allowance shall be due for each night spent away from the interpreter's professional address. It shall normally be payable on the first day of the conference in the currency of the country in which the conference is taking place.
- b) The list of subsistence allowances published by the United Nations, adapted to the needs of the ITSs and their interpreters, shall apply.
- c) Interpreters may, if they wish, agree that the organizers shall pay room + breakfast + a subsistence allowance agreed between them.
- d) Each ITS, upon signature of the Agreement, shall indicate which system it intends to apply during its 3 years validity.

Para.15

A separate travel expense form should be filled in after each contract by interpreters who will indicate actual time of departure and arrival in both directions and attach copies of both boarding cards stubs and tickets.

Para.16

It is generally considered that an average of two hours will elapse between take-off /landing and the time of arrival at the interpreter's final destination (hotel or domicile).

Example: duration of the journey Geneva-Lagos (direct flight) = 2 + 6 + 2 = at least 10 hours.

Para.18

A conference interpreter is a professional linguist who has acquired the qualifications necessary for conference interpreting in a specialized institute or through equivalent training and who provides an oral translation of the words and meaning of speakers from one language to another at conferences and meetings.

Professional conference interpretation may be consecutive or simultaneous regardless of the length and/or complexity of the original statement.

Para 20

Should any Organisation party to this Agreement plan to hold a videoconference, it shall consult its chief interpreter in advance. AIIC will provide the Organisation with a copy of the Code on New Technologies prepared by its Technical Committee.

Appendix 2

In the case of the ITs, for meetings of a general character or of a short duration (not exceeding 3 to 3½ hours), two interpreters instead of three may be recruited.

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