

## **Agreement governing conditions of work for free-lance interpreters remunerated on a daily basis**

between

The International Association of Conference Interpreters (AIIC)

and

The Global Union Federations (GUFs)

### *Section I - Scope*

1. The International Association of Conference Interpreters (AIIC) hereinafter called "the interpreters", on the one hand
2. The Signatories, Global Union Federations (GUF) and ITUC, as listed in Appendix 1, hereinafter called "the Organisations", 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:

<b>Group I</b> (Switzerland)	CHF 924.-
<b>Group II</b> (Belgium)	€ 517.-

The above rates apply as of 31 January 2009.

*N.B. All the above rates are subject to the addition of health, old age and unemployment insurance contributions according to prevailing rates under Swiss law.*

### *Section III - Insurance*

#### **Provident Fund**

5. Whenever remuneration is liable to AVS (Swiss pension contributions) - payable either by the Organisation or by the interpreter - the Organisation shall pay its share of the applicable AVS rate. For interpreters domiciled in Switzerland the interpreter's contribution may be deducted from the interpreter's remuneration for payment into the Swiss social security scheme in

accordance with Swiss federal and cantonal legislation.

6. Whenever remuneration is not liable to AVS contributions, the Organisation undertakes to include an amount equivalent to the applicable AVS rate in the interpreter's remuneration provided that the interpreter indicates the name and address of his/her provident fund.

### **Accident, health and loss-of-earnings insurance**

7. The Organisations shall provide interpreters with accident insurance for the duration of their contract.

8. Each interpreter shall take out an individual health and accident/loss-of-earnings insurance policy to which the Organisation shall contribute 5.5 per cent to be added to the interpreter's daily remuneration. The Organisations shall therefore not be liable for payment of any sickness benefits during the period of appointment.

### *Section IV - Conditions of work*

#### **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 from when the meeting was scheduled to start.

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

#### **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.

### *Section V - Daily Subsistence and Travel Allowances*

12. Unless mutually agreed otherwise, the internal rules of the Organisation 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 staff members of these Organisations. Where no such arrangements exist, subsistence allowances shall be those published by the United Nations for the countries concerned.

13. Unless mutually agreed otherwise, interpreters shall be subject to the



Organisation's rules governing travel expenses, which shall be refunded on submission of evidence of expenses incurred.

14. For both outbound and inbound journeys between the professional address (station or city air terminal) and the conference venue the following allowances shall be payable as appropriate.

- a. For each day's travel on the day before or after the conference, where such travel falls within the normal working day involving the loss of a potential contract, an allowance equivalent to 2/3 of the applicable rate of remuneration is payable to the interpreter.
- b. If the journey can be made after normal working hours (i.e. between 8 p.m. and 11 p.m.) on the eve of the conference, a flat rate travel allowance of CHF 200.- or the equivalent in dollars or euros shall apply. For the return journey, no travel allowance will be payable if the interpreter can reach his/her home airport or station by 11 p.m.
- 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.
- d. No cash payments will be made at meetings.

#### *Section VI - Travel Conditions*

15. The most economical form of travel available will be used wherever possible. Travel shall always be on the basis of the fastest and shortest itinerary.

If the air fare involves restrictions or penalties in case of a change of reservation or cancellation, all resulting costs shall be borne by the Organisation as follows:

- if it cancels or modifies the interpreter's appointment
- if an interpreter is prevented from travelling or has to modify travel plans for compelling reasons (e.g. accident, illness, serious family problems or reasons beyond his/her control)

Interpreters shall not be required to spend more time than is necessary on site for the performance of the contract due to travel restrictions; e.g. spend the weekend in the city of the conference venue in order to obtain a discounted fare.

For journeys of more than 9 hours from the city air 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 outbound and return journeys. An allowance as stipulated in para. 15 (a) is payable for such days. Rest days shall be granted as follows:

<i>Length of journey</i>	<i>Number of rest days</i>
9 to 24	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

hours	meeting is due to start, as well as 24 hours minimum after his/her arrival at the city air terminal of his/her professional address
Taxis :	Taxi fares for transport 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 makes it impractical or no public transport is available.

### *Section VII – Assignments and Cancellations*

16. In the interests of both parties, the Organisations shall, whenever possible, ensure continuity in their recruitment policy, and shall always sign individual and direct contracts with interpreters.

17. They further agree to apply this Agreement to all the freelance conference interpreters recruited by them.

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.

18.

- a. A contract, even made orally, shall remain binding. If cancelled less than 30 days before the first day of the meeting, the interpreter shall be entitled to payment of the agreed remuneration, the social security contributions (AVS etc.) and any expenses incurred.
- 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 organisation. Should he/she fail to find alternative employment, any amounts due shall be payable against presentation of an invoice.
- c. Should the first organisation offer an alternative assignment in place of the one which is cancelled, it shall not be released from its obligations unless the new assignment is for the same dates and the same rate, and the venue is such that the interpreter can accept the offer.

### *Section VIII - Technical Equipment*

19. The Organisations shall ensure that the equipment and facilities used during their meetings are in compliance with currently applicable ISO and IEC standards.

Should any of the Organisations plan to hold a videoconference, it shall contact its consultant interpreter in advance. AIIC will provide the Organisations with a copy of the Code on New Technologies, which it has prepared.

### *Section IX - Duration and conditions of the Agreement*



20. The present Agreement shall apply for the period of 7 April 2004 and until further notice. Either party may request renegotiation of the agreement with three months notice or as agreed between the parties.

21. The Parties agree that rates of remuneration shall be subject to annual adjustment on the basis of the cost of living index in Switzerland, and the rates of remuneration resulting from such adjustment shall be applicable as of 31 January each year.

#### *Section X – Consultations between the Organisations and AIIC*

22. 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 Organisations concerned.

23. To this end, a small group made up of two or three representatives of each party shall be designated. This group shall be responsible for ensuring compliance with the Agreement. It will also monitor trends in salary levels/cost-of-living in Central and Eastern Europe for the purpose of agreeing adjustments in the future. The group will further review remuneration levels in general and endorse indexations.

#### *Section XI - Validity of the Agreement*

24. The present Agreement applies only to signatories and it will be binding on each Organisation only after signature.

25. The present Agreement shall be governed by Swiss law and, in the event of a dispute, the Parties recognize the jurisdiction of the Courts of Geneva.

---

#### *Appendix 1*

### **List of the Organisations signatories of the Agreement**

- Building and Wood Workers' International (BWI)
- Education International (EI)
- European Federation of Public Service Unions (EPSU)
- International Trade Union Federation (ITUC)
- International Metalworkers Federation (IMF)
- International Textile, Garment and Leather Workers Federation (ITGLWF)
- International Union of Food & Allied Workers Associations (IUF)
- Public Services International (PSI)
- Union Network International (UNI)

---

#### *Appendix 2*

## Manning Strengths\*

Number of languages used in the conference room	Minimum number of interpreters	
	Consecutive	Simultaneous
2 interpretation into 2	2 <sup>1</sup>	3
3 interpretation into 2 interpretation into 3	3 <sup>2</sup>	3 5 <sup>3</sup>
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 <sup>4</sup>

\*See Section IV

- *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* If relay interpretation cannot be avoided, the team shall comprise at least two interpreters providing a relay from the languages concerned. The manning strength of a booth providing retour from their own into another language shall be three.

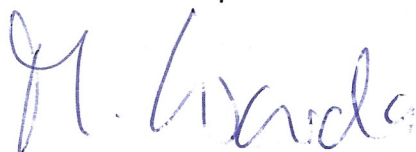
*The remuneration of the interpreters concerned, providing they have been properly consulted, may be increased to 125%/150% if the need for retour interpretation is minimal to such an extent that it does not warrant*

*increased manning strength.*

- *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.



Story from aiic.net:

<http://www.aiic.net/ViewPage.cfm/page1350>

Published: 30 Jan 2004

Last Modified: 30 Jan 2009

© AIIC, 2009