

# **AGREEMENT GOVERNING THE EMPLOYMENT CONDITIONS OF CONFERENCE INTERPRETERS PAID BY THE DAY**

**between the International Association of Conference Interpreters and the Co-ordinated  
Organisations.**

## **SECTION I - SUBJECT**

### **Article 1 - Signatories**

1.1 - The present agreement is between the International Association of Conference Interpreters (AIIC) (hereinafter called "the Interpreters") on the one hand;

1.2 - And the hereafter mentioned Co-ordinated Organisations: the European Space Agency (ESA), the Council of Europe (CE) and the North Atlantic Treaty Organisation (NATO) (hereinafter called "the Organisations") on the other hand.

### **Article 2 - Background**

2.1 - Whereas the Co-ordinated Organisations and AIIC concluded a first five-year agreement in 1969 on the employment conditions of conference interpreters paid by the day;

2.2 - Whereas a further eight agreements succeeded the 1969-73 one, covering the periods 1974-78, 1979-83, 1984-88, 1989-93, 1994-98, 1999-2001, 2002-2006 and 2007-2013 respectively;

**THE SIGNATORIES HAVE AGREED AS FOLLOWS<sup>1</sup>**

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<sup>1</sup> The provisions embodied in the supplementary agreements to this Agreement which are specific to each of the Co-ordinated Organisations shall prevail over the corresponding provisions of the Agreement.

## **SECTION II - REMUNERATION**

### **Article 3 - Daily remuneration**

3.1 - Daily remuneration shall be set in accordance with Section IV (Recruitment and working conditions), paragraphs 6.1 or 6.2, and Appendix I (Composition of teams) and shall be payable at the following rates:

- 3.1.a - the basic rate, payable for all interpreting at meetings to which a large team of interpreters is assigned (in particular a team of three interpreters for meetings with two active languages) or in the cases specified in paragraphs 8.1 and 9.1.
- 3.1.b - the higher rate, payable for all interpreting for which a small team of interpreters is recruited or where the requirements in paragraph 6.2 are met.

3.2 - With effect from the date on which the present agreement is signed the daily remuneration of interpreters shall be as follows:

3.2.a - the basic rate shall be 1/17<sup>th</sup> of the basic monthly salary of an official of grade L3, step 5 who is unmarried and resident in France (see the monthly salary scales in force in the Organisation concerned). This remuneration shall be indexed on the said basic monthly salary.

3.2.b - higher rate I shall be 160% of the basic rate.

3.2. c - higher rate II shall be 153% of the basic rate. However, its level at 1 January 2014 shall be equal to that of higher rate I. Any upward salary variation shall not affect this level as long as it is above 153% of the basic rate, whereas it shall be adjusted according to any downward salary variation.

3.3 - The implementing arrangements for the three rates are specified in the supplementary agreements specific to each of the Organisations.

### **SECTION III - SOCIAL PROTECTION**

#### **Article 4 - Provision for retirement**

4.1 - The Organisations shall deduct from the daily remuneration an interpreter's contribution of 8%, to which shall be added their own contribution of 13%, and shall pay the aggregate 21% to the [Caisse de Prévoyance des Interprètes de Conférence \(CPIC\)](#) or the [Caisse de Pension des Interprètes et Traducteurs de Conférence \(CPIT\)](#).

4.2 - If, in exceptional circumstances, an interpreter asks not to be affiliated to either of the funds referred to in paragraph 4.1, each Organisation shall pay the 21% contribution to another retirement fund run on the same principles, subject to the agreement of the interpreter concerned and at his or her own risk.

4.3 - In exceptional circumstances, an interpreter who is not affiliated to either of the funds referred to above may be recruited for a maximum of ten days' work, spread over one or more assignments. In this case the interpreter shall be paid the 21% contribution.

The Organisation concerned shall inform the interpreter immediately on his or her first assignment that he or she will not be able to work for a total of more than ten days in a Co-ordinated Organisation without being affiliated as above.

#### **Article 5 - Cover against accident, illness and temporary or permanent inability to work (loss of earnings)**

5.1 - Each Organisation shall take out an insurance policy to cover the interpreters whom it employs against accident, illness and temporary or permanent inability to work (loss of earnings) occurring during the periods covered by their contracts. The daily allowances shall be calculated at the basic rate.

5.2 - A copy of these insurance policies shall be forwarded to the general secretariat of AIIC.

5.3 - The insurance premiums payable in respect of periods of work shall be two-thirds funded by the Organisations concerned and one-third funded by the interpreter.

5.4 - The aggregate premiums shall be paid to the insurer by the Organisations concerned, the interpreter's share being deducted from daily remuneration at the basic rate.

5.5 - Interpreters living and working in France or carrying out an assignment abroad for an Organisation or one of its subsidiary bodies based in France shall have mandatory cover under the general French social security scheme or the welfare scheme for self-employed persons (except for old-age provision).

5.6 - In cases covered by the preceding paragraph, the conditions of affiliation shall be the subject of a supplementary agreement to the present agreement, to be concluded with AIIC by each Organisation concerned under its own agreements with the competent French authorities.

5.7 - In the case of interpreters affiliated to a national social security scheme, the primary cover against sickness shall be provided by that scheme and the insurance referred to in paragraph 5.1 above shall provide only supplementary cover.

5.8 - Any amendment to this Article in the course of the duration of this agreement shall be the subject of a supplementary agreement between the Organisation(s) concerned and AIIC.

## **SECTION IV - RECRUITMENT AND WORKING CONDITIONS**

### **Article 6 - Composition of teams**

6.1 - The minimum number of interpreters assigned to a meeting shall vary according to the number of languages, as shown in the table in Appendix I to this agreement.

6.2 - In the case of scientific or technical meetings or meetings presenting particular difficulties, such as systematic interpretation of documents read out, a large team of interpreters, remunerated at a higher rate, shall be engaged.

### **Article 7 - Definition of the working day**

7.1 - The working day shall normally comprise two sessions, each session lasting from three hours to three and a half hours, starting from the time for which the meeting was convened, with a break of one and a half hours in between. If the working day comprises more than two meetings, the aggregate time worked shall not exceed seven hours. If the working day comprises only one session, this shall not exceed five hours, with a break of at least 30 minutes. The total length of the working day (defined as the interval between the time for which the first meeting was convened and the time at which the last meeting ended) shall not exceed ten hours, save in the exceptional circumstances foreseen in the supplementary agreements. Where these norms are exceeded, the team shall be either reinforced or replaced by a relief team; where that is impossible, each interpreter concerned shall be entitled to time off in lieu within the period of his or her contract or, failing this, to financial compensation (payment at the higher rate).

### **Article 8 - Very short meetings**

8.1 - In exceptional cases of meetings lasting no longer than two hours, a small team of interpreters may be engaged and remunerated at the basic rate.

### **Article 9 - Cancellation or shortening of the contract**

9.1 - If the contract is cancelled or the assignment is shortened for reasons outside the interpreter's control, remuneration at the basic rate shall be payable for each day cancelled, including travelling time. The daily subsistence allowance shall be payable in addition for any journey already embarked upon together with the travel expenses incurred.

9.2 - In accordance with the AIIC professional code, the interpreter shall inform the Organisation concerned of any period of work, including travelling time, which he or she obtains for the day or days affected by the cancellation. In such cases the remuneration corresponding to the said days shall not be paid.

9.3 - No payment shall be due in respect of any cancellation of which the interpreter is informed more than 2 months before the starting date of the assignment.

### **Article 10 - Particular conditions applying to the individual Organisation**

10.1 - In addition to the general working conditions for interpreters laid down in the present agreement, a supplementary agreement reviewable by exchange of letters may be drawn up between each Organisation and AIIC so as to establish, if necessary, the specific working conditions.

### **Article 11 - Recruitment policy**

11.1 - In the interests of both Parties, the Organisations shall endeavour as far as possible to maintain a degree of stability in their recruitment policies, to use direct, individual engagement and to avoid any sudden terminations of engagements.

## **Article 12 - Technical facilities**

12.1 - The working conditions and conditions of remuneration set out in this agreement shall apply only to the traditional situation where the interpreter is in the meeting room. If the Organisations decide to make use of remote interpretation, which they undertake not to do except in case of absolute necessity, in the sense that the meeting could not be held otherwise, new conditions (duration of sessions, number of interpreters, etc.) shall be drawn up jointly with AIIC.

12.2 - Where technical facilities (for video-conferences, for example) are being constructed or improved, and new technologies introduced, the Organisations shall endeavour to comply with the standards and specifications of the International Standards Organisation and the International Electrotechnical Commission and shall have regard as far as possible to the opinion of AIIC.

## **SECTION V - ASSIGNMENTS AWAY FROM THE PROFESSIONAL PLACE OF RESIDENCE**

### **Article 13 - Professional residence**

13.1 - For the purpose of this agreement interpreters may not have more than one professional place of residence simultaneously. The professional place of residence shall be declared to the Organisations no later than the first contract entered into; any change shall be notified in writing to the Organisations thirty days in advance and may apply only to continuous periods of six months or more. In the case of interpreters who are AIIC members, the AIIC yearbook shall be binding.

### **Article 14 - Travel expenses**

14.1 - Unless mutually agreed otherwise, the rules governing travel expenses shall be those in force in each Organisation.

### **Article 15 - Daily subsistence allowances**

15.1 - Unless mutually agreed otherwise, the rules governing subsistence allowances shall be those in force in each Organisation. The subsistence expenses payable to interpreters assigned to work away from their professional place of residence shall be those applicable for official-journey expenses to permanent grade L3 staff of the Organisations; the Organisations shall send the new scales to the AIIC secretariat whenever the allowances are adjusted.

15.2 - Where an interpreter is assigned to a meeting for more than one day at a place less than 50 kilometres from his or her professional place of residence, he or she shall be entitled to a daily subsistence allowance if the departure time of the train from the professional place of residence is before 8 am or if its arrival time on the return journey is later than 11 pm. In cases where the subsistence allowance is paid, travel expenses shall be payable for only one return journey. Conference interpreters shall not claim the daily subsistence allowance unless they stay at the place of the meeting.

### **Article 16 - Remuneration for travelling time**

16.1 - As a general rule, and subject to the provisions of Article 16.3 below, the interpreter shall be deemed to have travelled the day before the meeting and immediately after the meeting ends or, if it is impossible to return by 11 pm, the next morning at the latest.

16.2 - Where an interpreter is assigned to a conference at a place which is more than 50 kilometres from his or her professional place of residence, he or she shall receive remuneration for the time which has to be spent travelling, at the level established in a supplementary agreement specific to each Organisation.

16.3 - However, no remuneration shall be paid where the Organisation informs the interpreter, at the time of engagement, that the conference will begin sufficiently late and/or end sufficiently early for the interpreter to travel on the first and/or the last day of the conference by the authorised means of transport, leaving the station or town-centre airline terminal at the professional place of residence after 8 am and returning by 11 pm. Interpreters shall not be required to travel between 11 pm and 8 am, except where it is impossible to do otherwise.

### **Article 17 - Non-working days not worked**

17.1 - Within the one contract away from the interpreter's professional place of residence, any non-working day not worked shall give rise to payment of remuneration at the basic rate and a daily subsistence allowance. In the case of two consecutive contracts away from the professional place of residence with a maximum of two days between them, an Organisation that has opted to keep the interpreter on the spot shall pay him or her remuneration at the basic rate and a daily subsistence allowance in respect of the calendar day or days in between the contracts.

## **SECTION VI - DURATION AND RENEWAL OF THE AGREEMENT**

### **Article 18 - Duration and conditions of renewal of the agreement**

18.1 - The present agreement covers the period from the date of signature to 31 December 2018.

18.2 - If none of the parties asks for fresh negotiations to be opened by 30 June 2018, the agreement shall be automatically extended until 31 December 2020.

18.3 - Negotiations for the possible renewal of this agreement shall be opened not later than six months before its expiry.

## **SECTION VII - MISCELLANEOUS PROVISIONS**

### **Article 19 - Consultations between the Organisations and AIIC**

19.1 - Throughout the period of this agreement, consultations may take place, at the request of either Party, between representatives of AIIC and the administrative department or departments of the Organisation or Organisations concerned.

19.2 - Any difference of opinion about the interpretation of the present agreement which has not been resolved in accordance with the procedure provided for in the preceding paragraph shall be settled through consultations between AIIC and the directors of administration of the Organisations.

### **Article 20 - Disputes**

20.1 - Any disputes between an interpreter and an Organisation shall be submitted either to the Appeals Board or Administrative Tribunal of that Organisation, or to the arbitration body provided for in the Organisation in such cases.

### **Article 21 - Scope of the agreement**

21.1 - The present agreement shall be binding only on the signatories.

Strasbourg, [date]

**For AIIC**

**For the Co-ordinated Organisations**

Council of Europe.....

ESA.....

NATO.....



## APPENDIX I

### COMPOSITION OF TEAMS (Section IV, Article 6)

Minimum number of interpreters <sup>2</sup>	Large team Basic rate	Small team Higher rate
<b><u>Single language conference</u></b>		
Interpreted into 1 other language	3	2
Interpreted into 2 other languages <sup>3</sup>	6	4
<b><u>2-language conference</u></b>		
Interpreted into those 2 languages	3	2
Interpreted into 3 languages (2 + 1)	6	5
<b><u>3-language conference</u></b>		
Interpreted into 2 languages	4	3
Interpreted into 3 languages	6	5
<b><u>4-language conference</u></b>		
Interpreted into 2 languages	5	4
Interpreted into 3 languages	8	6
Interpreted into 4 languages	11	8
<b><u>5-language conference</u></b>		
Interpreted into 2 languages	6	4
Interpreted into 3 languages	9	6
Interpreted into 4 languages	12	8
Interpreted into 5 languages	15	10
<b><u>6-language conference</u></b>		
Interpreted into 2 languages	6	4
Interpreted into 3 languages	9	6
Interpreted into 4 languages	12	8
Interpreted into 5 languages	15	10
Interpreted into 6 languages	18	12
<b><u>7-language conference<sup>4</sup></u></b>		
Interpreted into 2 languages		6
Interpreted into 3 languages		9
Interpreted into 4 languages		12
Interpreted into 5 languages		15
Interpreted into 6 languages		18
Interpreted into 7 languages		21
<b><u>8-language conference<sup>3</sup></u></b>		
Interpreted into 2 languages		6
Interpreted into 3 languages		9
Interpreted into 4 languages		12
Interpreted into 5 languages		15
Interpreted into 6 languages		18
Interpreted into 7 languages		21
Interpreted into 8 languages		24

<sup>2</sup> In the event of regular relay, this should be provided by at least two members of the team.

<sup>3</sup> Each booth working continuously must be staffed either by three interpreters at the basic rate or by two interpreters at the higher rate.

<sup>4</sup> These provisions do not replace existing team arrangements usually applied and mutually agreed to by administrative departments on the one hand and interpreters on the other, in particular for parliamentary assemblies.

## ***APPENDIX II***

### Exception concerning the central and eastern European countries

The Co-ordinated Organisations, by exchange of correspondence with AIIC dated 11 December 1998, provided for remuneration of interpreters recruited in the central or eastern European countries at the basic rate as an exception to the conditions laid down in the agreement between Co-ordinated Organisations and AIIC. That exception will cease to apply when the state concerned joins the OECD. That exception shall not apply to “mixed” teams comprising interpreters recruited both in the central and eastern European countries and in the OECD countries.

## SUPPLEMENTARY AGREEMENT

between  
the International Association of Conference Interpreters (AIIC)  
and  
the Council of Europe

**HAVING REGARD** to the Agreement concluded between AIIC and the Co-ordinated Organisations (European Space Agency, Council of Europe and North Atlantic Treaty Organisation) for the period 2014-2018 (2020 if extended in accordance with Article 18) (hereinafter called "the Agreement");

**HAVING REGARD** to Rule No. 1201 of 24 November 2004 specifying the conditions of employment of conference interpreters paid on a daily basis (Appendix I);

**HAVING REGARD** to the Rule in force on the organisation of official journeys undertaken by the Council of Europe staff members<sup>1</sup>;

**THE SIGNATORIES HAVE AGREED AS FOLLOWS** in respect of the employment of conference interpreters paid on a daily basis (hereinafter called "interpreters").

### I. AFFILIATION OF INTERPRETERS TO SOCIAL SECURITY

1. The Council of Europe shall affiliate to the general French Social Security scheme all interpreters resident in France, with the exception of those who declare themselves to be affiliated to the welfare scheme for self-employed persons. As provision for retirement is covered by Section III, Article 4, of the Agreement, this affiliation shall exclude old-age contingency cover.

2. Remuneration for travelling time forms part of the contribution base for social insurance purposes.

### II. TRAVEL EXPENSES

3. Travel expenses to and from the professional place of residence to the place of work shall, in the case of journeys exceeding 50 km, be defrayed by the Council of Europe within the limits of the cost of travel by the means of transport and route of which the interpreter is informed when offered a contract.

4. Interpreters shall organise their journeys in such a way as to leave by the earliest possible train or flight after the time when the meeting is scheduled to end and shall make their travel arrangements as soon as the contract is confirmed, so as to benefit from the cheapest possible air or rail fares, in particular fares for non-refundable and non-modifiable tickets. The Organisation shall, in that case, bear the risks attached to cancellation of the meeting or the flight or a change in the time of the meeting and cases of *force majeure*. Where applicable, the contract shall specify that the journey may take place on the first or last day of the meeting.

5. Notwithstanding Article 16.4 of the Agreement, interpreters may not be required to travel between 11 pm and 7 am, except where it is impossible to do otherwise.

6. Usual means of transport

Interpreters are authorised to travel by air to meetings taking place more than 400 km from their professional place of residence. In other cases the most economical means of transport will be preferred.

Interpreters may be authorised to use private cars for an assignment if they are covered by car insurance that includes travel for professional purposes and third-party risks.

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<sup>1</sup> As at the date of signature of the Supplementary Agreement: Rule No. 1389 of 27 April 2017 on the organisation of official journeys.

7. Travel expenses shall be reimbursed under the following conditions:

a) Journeys by rail

Interpreters are authorised to travel first class.

If the journey takes place between 10 pm and 7 am, interpreters are authorised to travel by first class sleeper.

b) Journeys by air

Unless the Head of the Interpretation Department has issued specific instructions concerning travel arrangements, the interpreters themselves shall be responsible for obtaining tickets at the cheapest available rate, i.e. as a general rule non-exchangeable, non-refundable tickets (except in the case of low-cost airlines/airlines that are not members of IATA); interpreters shall obtain their tickets as soon as their contract has been confirmed.

In exceptional circumstances — in particular where the airline in question is alone in offering a direct flight — interpreters may, subject to the prior approval of the Head of the Interpretation Department, purchase a ticket from an airline which is not a member of IATA.

They may request an advance on travel expenses up to the cost of these tickets (minimum amount: 250 €); this shall be paid to them in the week following receipt of the request.

When a journey involves more than seven hours' flying time (in one flight) or more than fifteen hours' flying time (in multiple flights and stopovers), interpreters are authorised to travel "business" class. Interpreters are also authorised to travel "business" class for medical reasons properly attested by a medical certificate.

c) Journeys by private car

Interpreters authorised to use a private car shall be entitled to a mileage allowance according to the scale in force in the Organisation, calculated on the basis of the shortest route which can reasonably be taken.

If the route taken involves special expenses (tolls, car ferry fares), these shall be refunded on submission of the relevant receipts.

The total expenses to be refunded may not, however, exceed the amount that would have been reimbursed for a ticket for a journey by the cheapest means of public transport.

8. Travel expenses shall mean rail fares (with supplements), air fares, including airport taxes and service charges, and bus fares, excluding airport shuttle bus fares, for journeys outside built-up areas. Taxi fares shall not, as a rule, be refundable, as the daily subsistence allowance is a flat-rate sum covering all expenditure during an assignment.

In cases, however, where taxis replace public transport as a means of getting to and from the place of work, or if this means of transport reduces the cost of the assignment, such expenses may be refunded on submission of a receipt.

The same shall apply to hire cars.

Visa expenses shall count as refundable travel expenses.

9. The following, in particular, shall be considered as incidental travel expenses covered on a flat-rate basis by the subsistence allowance: airport shuttle bus fares and taxi fares (subject to paragraph 8, sub-paragraph 2 above). However, parking fees are refundable on submission of the corresponding receipts.

In exceptional, duly justified circumstances, however, incidental travel expenses actually incurred may be refunded on submission of all the relevant receipts, subject to special approval from the Head of the Interpretation Department, in which case a sum equal to 10% of the total subsistence allowance shall be deducted from the amount reimbursed.

10. Travel expenses shall be refunded on the basis of a claim for reimbursement submitted by the interpreter immediately after the end of the contract. The claim shall be accompanied by the original receipts (Appendix III).

The following shall be considered as receipts:

- a. an air ticket, together with all boarding cards, and a payment receipt (agency invoice or e-mail confirming the transaction and indicating the route and the amount paid, in the case of tickets purchased online);
- b. a rail ticket or invoice from an agency or e-mail confirming the transaction and indicating the route and the amount paid, in the case of tickets purchased online, or a sworn statement by the interpreter to the effect that he or she travelled first class by train where rail network regulations make it compulsory for the traveller to hand in the ticket on arrival and, where applicable, a receipt for any supplement or reservation;
- c. receipts for all other refundable travel expenses (sleeper/berth, taxi or hire car in the circumstances provided for in paragraph 8 above, visa expenses, etc.);
- d. a sworn statement by the interpreter to the effect that, for reasons of personal convenience, he or she travelled by a means of transport and/or route other than that specified in the contract; the interpreter shall also specify the means of transport used, dates and times. If the same car is used by several interpreters, all the interpreters concerned must make a statement to that effect.

11. In all cases where interpreters are unable to provide receipts for a journey by air or rail, travel expenses shall be refunded on the basis of the cheapest means of transport; in that case, a lump sum amounting to half the remuneration at the basic rate and a proportional amount of the daily allowance shall be paid per journey in respect of remuneration for travelling time, subject to the provisions of Article 16.4 of the Agreement.

12. If the interpreter is already present at the place of the assignment, working for another organisation, and if two contracts are immediately consecutive, he or she shall inform the organisations concerned so that they can agree between them to share expenses. If there is an interval of one or, at the most, two days between contracts, each of the two organisations shall defray half the corresponding daily remuneration and subsistence allowance; the same shall apply to expenses relating to the outward journey (from the professional place of residence to the place of the assignment) and the return journey to the professional place of residence, up to the maximum travel expenses payable.

In all other cases where it is possible to share expenses, the interpreter shall receive all the allowances to which he or she is entitled; the two organisations shall agree between them how to share the cost.

### **III. DAILY SUBSISTENCE ALLOWANCES (PER DIEM)**

13. A daily subsistence allowance shall be payable for official journeys at the rates shown in the scale adopted by the Committee of Ministers. Interpreters shall be informed of the amount of the allowance when they are recruited.

14. The daily subsistence allowances referred to in Article 15 of the Agreement shall be payable in respect of each 24-hour period (or fraction of such period) falling within the duration of an assignment when it is carried out more than 50 km from the interpreter's professional place of residence.

In the case of travel by air or rail, the duration of the assignment shall be increased by two hours.

15. The daily allowances shall be calculated by assignment periods as follows:
- for each period of 24 hours or period greater than or equal to 4 hours and less than 24 hours and including a night: a full allowance;
  - for each period greater than or equal to 8 hours and not including a night: half the allowance;
  - for each period greater than or equal to 4 hours and less than 8 hours: a quarter of the allowance.

No daily allowance shall be payable for periods of less than 4 hours.

16. Accommodation expenses shall be reimbursed on the basis of the actual costs, including breakfast and taxes, up to a maximum of 50% of the daily subsistence allowance.

Where accommodation costs (room, breakfast and related taxes) account for more than 60% of the total subsistence allowance, the Head of the Interpretation Department may authorise partial or total reimbursement of the difference on submission of the hotel bill and provided it is shown that the expenditure was justifiable. This reimbursement shall not normally exceed 30% of the total amount of the daily subsistence allowance.

17. When the Organisation or a government or other body pays the cost of meals or accommodation, the daily subsistence allowance shall be reduced by 15% for each meal and 50% for each night.

Meals which interpreters are obliged to attend, for the purpose of work or because no other meal provision is available, shall not give rise to a reduction in the daily subsistence allowance.

Interpreters shall indicate what costs were paid for in their expense claims.

18. Interpreters shall submit the originals of all bills for overnight accommodation paid for with their subsistence allowance. If such bills are not submitted, the allowance shall be reduced by 50%.

#### **IV. REMUNERATION OF TRAVELLING TIME**

19. In accordance with Article 16, the level of remuneration for travelling time is determined as follows:

- An interpreter compelled to travel before 10 am on the day preceding the meeting shall be remunerated at the basic rate.
- Where departure time is between 10 am and 2.30 pm, 75% of one day's remuneration at the basic rate shall be payable.
- Where departure time is between 2.30 and 7 pm, a half-day's remuneration at the basic rate shall be payable.
- Where departure time is after 7 pm, 25% of one day's remuneration at the basic rate shall be payable.

An interpreter who cannot return home on the last day of the meeting shall be remunerated as follows for the time that must be spent in travel the next day:

- Return before 10 am: 25% of one day's remuneration at the basic rate.
- Return between 10 am and 2.30 pm: a half-day's remuneration at the basic rate.
- Return after 2.30 pm: one day's remuneration at the basic rate.

For train or air travel, the times given above are the times of departure from and arrival at the railway station or airport.

#### **V. TRAVEL INSURANCE**

20. "Official journey" insurance shall be taken out by the Council of Europe for people making official journeys on the Organisation's behalf.

It shall cover the following contingencies:

- repatriation;
- medical treatment;
- death;
- permanent total or partial disability;
- loss or theft of luggage and personal effects;
- substantial delay in the arrival of luggage;
- journey cancellation and alteration;
- substantial travel delay.

21. An accident occurring during an assignment shall be considered as an occupational accident.

#### **VI. RADIO AND TELEVISION**

22. Should interpreters' voices be used when excerpts from Parliamentary Assembly debates or other public Council of Europe events are broadcast on radio or television, interpreters paid on a daily basis shall be subject to the same rules as their permanent colleagues.

#### **VII. COMPOSITION OF TEAMS**

23. Pursuant to Article 6.2 of the Agreement, a list of meetings warranting a large team of interpreters remunerated at the higher rate is set out in Appendix II.

24. When interpretation in a non-official language is provided by a national delegation, the Council of Europe undertakes, if it has been duly informed of this, to remind the national delegation of the terms of the Agreement.

#### **VIII. PROFESSIONAL REPRESENTATION**

25. Pursuant to Article 19 of the Agreement, AIIC shall nominate a professional delegation, elected from among interpreters paid by the day by the Council of Europe, and shall inform the Administration of the names of the delegation members.

The professional delegation shall carry out regular exchanges of information (at least once a year) with the Head of the Interpretation Department, inter alia concerning technical meetings not shown in Appendix II.

#### **IX. ENTRY INTO FORCE**

26. The provisions of this Supplementary Agreement shall apply as from 1 September 2017 and replace the provisions of the Supplementary Agreement of 19 March 2014.

18/07 2017

For AIIC



For the Council of Europe



## **APPENDIX I**

### **Rule No. 1201 of 24 November 2004, specifying the conditions of employment of conference interpreters paid on a daily basis**

The Secretary General of the Council of Europe,

**HAVING REGARD TO** Article 1.2 of the Staff Regulations;

**WHEREAS** it is appropriate to stipulate the conditions of employment of conference interpreters paid on a daily basis;

The Staff Committee having been consulted, in accordance with Article 5 paragraph 3 of the Regulations on Staff Participation (Appendix I to the Staff Regulations),

### **DECIDES**

#### **Article 1**

Conference interpreters who are paid on a daily basis (hereunder referred to as "interpreters") shall be, for the duration of their employment by the Council of Europe, temporary staff subject to the authority of the Secretary General.

#### **Article 2**

Interpreters shall perform their duties and regulate their conduct bearing in mind exclusively the Council of Europe's interests, neither seeking nor accepting instructions from any government, or from any authority, organisation or person outside the Council. They shall observe absolute discretion in respect of the confidential information that comes to their knowledge in the course of their duties.

#### **Article 3**

Interpreters shall be engaged for specified periods on the basis of contracts that begin on the starting date and end, without notice, on the date stipulated in the contract.

#### **Article 4**

The following provisions of the Staff Regulations shall apply to interpreters:

- Article 2 on hierarchical authority;
- Article 3 on non-discrimination;
- Articles 6, 7 and 10 on staff participation and representation, account being taken of the conditions in respect of length of service laid down by the Regulations on Staff Participation (Appendix I to the Staff Regulations);
- Article 24 on retirement age;
- the provisions of Part III on the duties and obligations of staff, with the exception of Articles 25 paragraph 1, 29 and 32;
- Articles 40 on protection of staff members in their official capacity, 47 on freedom of association, and 48 on certificates of employment;
- Articles 59 to 61 on dispute procedures.

The following privileges and immunities, for which Article 18.a and b of the General Agreement on the Privileges and Immunities of the Council of Europe provides, shall be granted to interpreters, in the interest of the Council:



- immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity and within the limit of their authority (Article 18.a);
- exemption from taxation on the salaries and emoluments paid to them (Article 18.b).

#### **Article 5**

Interpreters shall be category L staff according to the provisions of the Agreement with the AIIC.

#### **Article 6**

Interpreters shall be subject to French social security legislation, with the exception of those who declare themselves to be affiliated on an individual basis to a health insurance scheme during the period of their employment by the Council of Europe.

For interpreters resident in France, this scheme shall fall within the French social security system.

#### **Article 7**

The specific conditions of employment of interpreters are also the subject of the Agreement concluded between the AIIC and the Co-ordinated Organisations, as well as the Additional Protocol concluded between the AIIC and the Council of Europe.

#### **Article 8**

The age limit for which Article 24 of the Staff Regulations provides shall not apply to the interpreters who were employed in 2004, who shall be able to benefit from employment contracts up to the age of 70.

#### **Article 9**

This Rule shall come into force on the date of its adoption.

Done in Strasbourg, on 24 November 2004

Terry Davis  
Secretary General

N.B. Upon the entry into force of the 2014-2018 Agreement, the exception referred to in Article 8 of Rule 1201 of 24 November 2004 shall be applicable to all interpreters paid per day, who may be recruited up to the age of 70 years.

## **APPENDIX II**

### **Application of Article 6.2 of the Agreement**

#### **LIST OF MEETINGS WARRANTING A LARGE TEAM OF INTERPRETERS AT THE HIGHER RATE**

##### **A. AT HIGHER RATE I (160%)**

- Hearings and deliberations of the European Court of Human Rights
- Part-sessions of the Parliamentary Assembly
- Conferences, symposia and seminars the interpretation of which is webcast
- Meetings lasting more than ten hours.

##### **B. AT HIGHER RATE II (153%)**

- Administrative Tribunal hearings of more than two hours' scheduled duration
- European Pharmacopoeia and assimilate meetings (cosmetics, packaging, transfusion);
- Pompidou Group, except the Bureau and Permanent Correspondents
- CM-DH, except the last day devoted purely to adoption of decisions
- Conferences of Specialised Ministers
- Bern Convention, except the Bureau
- Conferences, symposia and seminars in the scientific co-operation field (for example, "Major Hazards")
- Certain meetings for the drafting of specialised conventions
- As a rule, any technical or scientific meeting presenting particular difficulties, such as the systematic interpretation of documents being read out. The reclassification on this ground of a meeting from basic rate to higher rate II shall be carried out on the decision of the Head of the Interpretation Department.

## **2. CONSECUTIVE OR WHISPERED INTERPRETATION**

The daily remuneration shall be twice the basic rate in the case of a meeting at which interpretation is provided entirely in the form of consecutive/whispered interpreting by a single interpreter, in the case of a sitting lasting at least three and a half hours.

### **APPENDIX III**

#### **Travel expenses claim form**

SECRETARIAT GENERAL

DIRECTORATE GENERAL OF ADMINISTRATION  
DIRECTORATE OF PROGRAMME, FINANCE & LINGUISTIC SERVICES

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

INTERPRETATION DEPARTMENT

**Certificate of work to be returned to the Interpretation Division AFTER the meeting  
EXPENSES CLAIM FORM**

IF Reference: - - - -

Interpreter Ref #:

Professional address:

Contract #:

Insurance :

Status :

Strasbourg, le XX

Further to your discussions with the Council of Europe Secretariat, I am writing to confirm your engagement as an interpreter for the following meeting:

Purchase Order:

Title:

Place:

Room:

Date and time: from at until at (subject to confirmation)

Language regime: into

Interpreter's languages: into

Remuneration rate:

Daily subsistence allowance rate<sup>1</sup>:

This engagement is governed by the Agreement concluded between the Co-ordinated Organisations and the International Association of Conference Interpreters (AIIC) and the Additional Protocol to this Agreement concluded between the Council of Europe and the AIIC, copies of which have been sent to you.

The holder of the present contract is under the authority of, and answerable to, the Secretary General. In discharging his or her duties, he or she must neither seek nor receive instructions from any government or other outside authority. He or she is bound to observe professional secrecy.

An insurance has been taken out with the Company CHARTIS (ex. AIG EUROPE) (contract nr 2.004.761) covering specific travel-related risks you may encounter during the meeting and the journey from your home to the place of the meeting and vice-versa; you may use the telephone line: +32 3 253 69 16 (or fax 32 2 252 69 58) for any other information and in case of emergency.

---

<sup>1</sup> Taux en vigueur au moment de l'émission du contrat

**Travel arrangements:**

OUTWARD JOURNEY	MEANS OF TRANSPORT	DATE	DEPARTURE TIME	AMOUNT PAID
TRAIN				
AIR				
PRIVATE CAR				
BUS				
TAXI				
HIRE CAR				
VISA COSTS				

RETURN JOURNEY	MEANS OF TRANSPORT	DATE	ARRIVAL TIME	AMOUNT PAID
TRAIN				
AIR				
PRIVATE CAR				
BUS				
TAXI				
HIRE CAR				
VISA COSTS				

For journeys by rail please stipulate the train's departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by air please stipulate the flight departure and arrival times; the increment will be included in calculation of the refund (Article 14 of the Supplementary Agreement COE-AIIC)

For journeys by car please stipulate the times of departure from and arrival at your home address

If a car journey is shared, please provide the following information:

Driver's surname and first name: .....

Passenger's (s) surname(s) and first name(s): .....

Journeys by bus solely concern travel outside city limits, except for airport shuttles

For journeys by taxi, see article 8(2) of the Supplementary Agreement between the CoE and AIIC: applicable solely where the taxi is a substitute means of public transport.

For journeys by car hire, see Articles 8(3) and 10(c) of the Supplementary Agreement between the COE and AIIC.

Remarques / commentaires (réservés à l'Administration): .....  
 .....  
 .....

**Exceptional expenses incurred (article 9(2) of the Supplementary Agreement between the CoE and AIIC)**

Nature of expenditure: .....

Amount : .....

Observations (for use by Administration): .....  
 .....  
 .....

**Dérogation transport <sup>1</sup>:**

1)	I declare on my honour that my travel arrangements were as indicated above and I am unable to provide my ticket for the following reason <sup>(*)</sup> .....
2)	I have declared above that I used a route and/or means of transport other than that (those) authorised and I accept the fixed sum.
3)	In agreement with the Head of Interpretation Department's, I used a route and/or means of transport other than that (those) authorised and I request a refund on this basis.
4)	The conditions for sharing of expenses with ..... are met for a contract with this Organisation beginning on ..... and ending on ..... Enclose, if possible, documentation setting out the expenditure sharing arrangements

<sup>(\*)</sup> only one lost ticket per calendar year will be accepted.

<sup>1</sup> Tick the relevant box

**Reimbursement of daily subsistence allowances:**

Date and time of end of meeting, as notified by the interpreter .....

Is an increase in the allowance requested?

(Article 16 of the Supplementary Agreement between the CoE and AIIC): YES NO

Observations (for use by Administration): .....

**Costs paid by the Organisation, by a government or by another body (article 17 of the Supplementary Agreement between the CoE and AIIC):**

Number of meals: .....

Number of nights' accommodation: .....

**Documents to be supplied:**

For journeys by air: ticket, boarding cards, invoices or electronic ticket stating the route and the amount paid

For journeys by rail: ticket, invoice or electronic ticket stating the route and the amount paid

Sleeper, taxi, hire car, visa costs: invoices or receipts

Copy of the claim for an advance of expenses

Original hotel bills, failing which, the subsistence allowance will be reduced by 50%.

**Return of claim forms:**

Interpreters must return expenses claim forms with the corresponding documents to the secretariat of the interpretation department immediately after the end of the meeting.

Observations by the interpreter, if any: .....

Read and approved

Date and Signature

.....

**Box reserved for the Administration**Composition de(s)  
équipe(s)

de :

vers :

à:

Audience /  
Délibérations :

Technique :

Dépassement  
d'horaire :

Autres :

En  
annulation

LIQUIDATION

Approche  
AllerTaux de  
baseTaux  
majoréApproche  
Retour

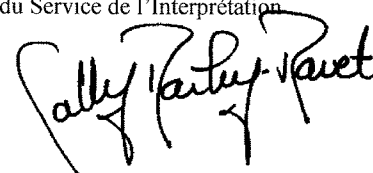
Perdiem

frais de  
voyage

Au nom du Secrétaire Général

S. BAILEY

Le Chef du Service de l'Interprétation



## EXPENSES CLAIM FORM: EXPLANATORY NOTE

The contract states the amount of the subsistence allowance in force at the time of issue of the contract; the final payment will naturally take account of the updated rate of subsistence allowance due.

- **Travel arrangements:** Interpreters should indicate their real travel arrangements and the amounts actually paid.
- **Exceptional expenses incurred:** In case of exceptionally high expenses that cannot be covered on a flat-rate basis by the subsistence allowance, they may be refunded on submission of all the relevant receipts, subject to special approval from the Head of the Interpretation Department, in which case a sum equal to 10% of the total subsistence allowance shall be deducted from the amount reimbursed.
- **Transport exceptions:** This section mentions four possible cases for departure from the authorised travel arrangements mentioned on the contract :
  - 1) applicable where the interpreter is unable to provide the ticket (season ticket,....). Only one lost ticket per calendar year will be accepted;
  - 2) applicable where, without the secretariat having been informed beforehand :
    - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
    - the means of transport differed from that authorised on the contract ;
    - or the interpreter chose to travel at different times for reasons of personal convenience.
  - 3) applicable where, in agreement with the Head of the Interpretation Department :
    - the interpreter's outward or return journey was from or to a place other than his/her professional address ;
    - or the means of transport differed from that authorised on the contract.
  - 4) applicable where the travel expenses are shared with another organisation. All cost sharing requests should be submitted to the Head of the Interpretation Department as soon as possible.
- **Reimbursement of daily subsistence allowances:** Interpreters should confirm the date and time of the end of the meeting for checking against the information provided on the contract.

The line concerning a request for an increase must systematically be completed with YES or NO; the staff dealing with the settlement of expenses will take this into account to calculate the final amount due as regards the subsistence allowance, in agreement with the meeting organisers or the Head of the Interpretation Department.
- **Cost paid by the Organisation, a government or another body:** Interpreters should state the number of meals and/or nights' accommodation provided to them free of charge while on an official journey.
- **Documents to be supplied:** All the documents listed here must be submitted, in a single batch, together with the expenses claim form. If for tax purposes, the interpreter needs to keep the original documents, he/she shall make sure he/she is given two original copies of the documents.
- **Return of claim form:** Interpreters' compliance with these instructions will enable the Organisation to expedite the calculation and payment of the expenses due. Two months after the end of the financial year, on the last day of the month of February, reimbursement of claims will no longer be possible.
- **Box reserved for use by Administration:** Interpreters must not enter any information in this part of the form.

## Supplementary Agreement

between

the International Association of Conference Interpreters (AIIC)

and

the European Space Agency (ESA)

### 1. Daily remuneration

Pursuant to Article 3.3, the higher rate referred to in Article 3.2 b of the Agreement, equal to 160% of the basic rate, shall apply to all ESA meetings.

### 2. Remuneration for travelling time

Pursuant to Article 16, the amount of remuneration for travelling time is set as follows:

Where an interpreter is compelled to leave the professional residence before 2.30 pm (train or plane departure time) on the day before the meeting in order to make a journey of more than 3 hours, he/she shall receive remuneration at the basic rate. If the journey leaving before 2.30 pm is shorter than 3 hours, 75% of one day's remuneration at the basic rate shall be payable.

For any departure from the residence after 2.30 pm (train or plane departure time) on the day before the meeting, an interpreter shall receive a half-day's remuneration at the basic rate.

However, no remuneration shall be payable if the interpreter works for ESA on the day of travel.

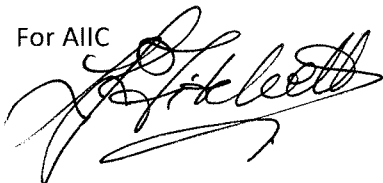
An interpreter unable to make the return journey on the last day of the meeting shall receive remuneration at the basic rate for the following day. If despite the time spent travelling he/she has been able to accept another employment offer for that day, a half-day's remuneration at the basic rate shall be payable.

### 3. Daily subsistence allowances

Notwithstanding Article 15.1, meals which interpreters are obliged to attend, for the purpose of work or because no other meal provision is available, shall not give rise to a reduction in the daily subsistence allowance.

25.03.2014

For AIIC



For the European Space Agency





**Supplementary Agreement**  
**between**  
**the International Association of Conference Interpreters (AIIC)**  
**and the**  
**North Atlantic Treaty Organisation (NATO)**

Article 1 – Definition of the working day

1. Notwithstanding Article 7 of the agreement, and to take account of the constraints peculiar to the organisation, the working day shall comprise two sessions of variable duration.
2. Notwithstanding Article 7 of the agreement, and to take account of the constraints peculiar to the organisation, the working day may comprise a single session lasting not more than six hours.
3. Notwithstanding Article 8 of the agreement, and to take account of the constraints peculiar to the organisation, the working day may comprise a single session lasting not more than two and a half hours to which a small team of interpreters, remunerated at the basic rate, is assigned.
4. Hours of work shall be counted from the time when the meeting is convened up to the time when it actually ends. They shall not include the lunch break, which is part of the total duration of the working day.

Article 2 — Definition of the higher rate

The higher rate shall be higher rate II defined in Article 3.2.c of the Agreement.

Article 3 – Application of the higher rate

1. The higher rate shall be applied automatically where the hours prescribed in Article 1 are exceeded.
2. The higher rate shall be applied, without the hours being exceeded, by decision of the head interpreter depending on the nature of the meeting.

Article 4 — Meeting report

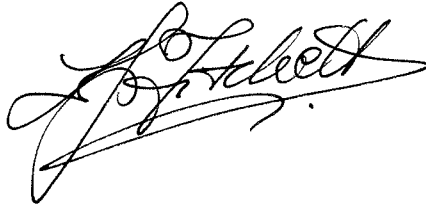
As from the entry into force of the Agreement, interpreters engaged by NATO at the daily rate of remuneration shall be required, at the end of each working day, to complete a pro forma meeting report. This report shall provide a basis for determining, at the end of the month, the applicable rates.

## Article 5 — Recruitment of interpreters retired from the organisation

Notwithstanding Article 11 of the agreement, NATO undertakes to only recruit freelance interpreters retired from the organisation as a last resort and in function of the nature of the meeting.

25.03. 2014

For AIIC



For the North Atlantic Treaty Organisation

