

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

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

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SECTION I – SUBJECT

Article 1 - Signatories

1.1 - The present agreement is between the International Association of Conference Interpreters (hereinafter called AIIC) 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 together called "the Organisations") on the other hand.

THE SIGNATORIES HAVE AGREED AS FOLLOWS:

Article 2 - Background

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

2.2 - A further nine agreements succeeded the 1969-1973 one, covering the periods 1974-1978, 1979-1983, 1984-1988, 1989-1993, 1994-1998, 1999-2001, 2002-2006, 2007-2013 and 2014-2020 respectively ;

Article 3 – Scope

3.1 - This Agreement shall apply to the meetings of the Organisations with interpreting, which meetings, where necessary, shall be defined in the supplementary agreements specific to each Organisation.

3.2 - For the purposes of this Agreement, "interpreters" shall be understood as referring to both interpreters of spoken languages and interpreters of sign languages.

3.3 - The provisions embodied in the supplementary agreements to this Agreement which are specific to the Organisations shall prevail over the corresponding provisions of the Agreement.

SECTION II - REMUNERATION

Article 4 - Daily remuneration

4.1 - Daily remuneration shall be set in accordance with Section IV (Recruitment and working conditions), paragraphs 7.1 or 7.2, and Appendix I (Composition of teams) and shall be payable at the following rates:

4.1. 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 9.1 and 10.1.

4.1. b - the higher rate, payable for all interpreting for which a small team of interpreters is recruited or where the requirements in paragraph 7.2 are met.

4.2 - With effect from 1 January 2021, or at the latest from the date on which this Agreement is signed, whichever is later, the daily remuneration of interpreters shall be as follows:

4.2. a - the basic rate shall be 1/17th 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.

4.2. b – higher rate I shall be 160% of the basic rate.

4.2. c – higher rate II shall be 153% of the basic rate.

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

4.4 - The time limits for submitting a complaint regarding the calculation of remuneration shall be specified by way of a supplementary agreement. They will, where applicable, comply with the rules concerning time limits for claims for payment in force in each Organisation. Interpreters and Organisations shall, in any event, have a period of at least one year in which to submit a complaint concerning the calculation of remuneration or to request reimbursement of an erroneous payment.

SECTION III – SOCIAL PROTECTION

Article 5 – Provision for retirement

5.1 - The Organisations shall deduct from the daily remuneration an interpreter's contribution of 9%, to which shall be added their own contribution of 12%, 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).

5.2 - If, in exceptional circumstances, an interpreter asks not to be affiliated to either of the funds referred to in paragraph 5.1, 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.

5.3 – 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 an Organisation. 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 an Organisation without being affiliated as above.

Article 6 – Cover against accident, illness and temporary or permanent inability to work (loss of earnings)

6.1 - 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.

6.2 - A copy of these insurance policies shall be forwarded to AIIIC.

6.3 - 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.

6.4 - 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.

6.5 - 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).

6.6 - 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 AIIIC by each Organisation concerned under its own agreements with the competent French authorities.

6.7 - 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 6.1 above shall provide only supplementary cover.

6.8 - 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 AIIIC.

SECTION IV – RECRUITMENT AND WORKING CONDITIONS

Article 7 – Composition of teams

7.1 - 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.

7.2 - 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.

7.3 - Having regard to the above subparagraphs, the number of staff in each sign language interpreting team shall be determined taking into account the additional and specific requirements of this mode of interpretation.

Article 8 – Definition of the working day

8.1 -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 provided for 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 9 – Very short meetings

9.1 - 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 10 – Cancellation or shortening of the contract

10.1 - 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.

10.2 - 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.

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

Article 11 – Particular conditions applying to the individual Organisation

11.1 - In addition to the general working conditions for interpreters laid down in the present agreement, a supplementary agreement, reviewable through consultation, may be drawn up between each Organisation and AIIIC so as to establish, if necessary, the specific working conditions.

Article 12 – Recruitment policy

12.1 - 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 13 – Technical facilities

13.1 - The working conditions set out in Articles 4 (Daily remuneration), 7 (Composition of teams) and 8 (Definition of the working day) of this Agreement shall apply only to the traditional situation where the interpreter is in the meeting room. Should the Organisations decide to make use of remote interpreting, they undertake to apply the conditions set out in Section V of this Agreement and shall define the duration of the meetings, the composition of the teams, the rate of remuneration and any other aspect deemed relevant in their respective supplementary agreements.

13.2 - 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 AIIIC.

13.3 - Any interruption of interpreting, whether conventional or remote, caused by technical problems shall be the responsibility of the Organisations.

SECTION V – REMOTE INTERPRETING

Article 14 – Physical presence of interpreters versus remote interpreting

14-1 - The Organisations recognise that the physical presence of interpreters, in the same room as the participants, with a direct view of the meeting room, in accordance with applicable ISO standards, shall remain the rule, as it is the best way to ensure high-quality interpreting and good working conditions, and that the cognitive load for interpreters is increased where such conditions are not met,

14-2 - The purpose of the present Section is to define the working conditions related to remote interpreting, namely interpreting in which interpreters are not physically present in the same room as the participants in the meeting and have no direct view of the meeting room, in accordance with applicable ISO standards (or Publicly Available Specification – PAS – where appropriate).

14-3 - The forms of remote interpreting covered by this Section are those where:

- a) The booths are located in a separate room, close to the one in which the meeting is taking place.
- b) The booths are located in a different venue to the one in which the meeting is taking place; or
- c) The booths are connected remotely to a virtual meeting room, including where part of the main speakers and participants are physically present in the same room as the interpreters.

In all cases, the booths are installed in such a way as to replicate interpreters' normal working environment. The Organisations undertake to make all necessary technical arrangements in order to protect the hearing of the interpreters working remotely. These technical arrangements shall be defined in the respective supplementary agreements.

Article 15 – General Provisions

15.1 - Interpreters shall be informed that remote interpreting shall be required at the time of recruitment, or as soon as the interpreting service has been informed of and approved this mode of interpreting.

15.2 - In order to allow for the co-ordination of the team of interpreters, all interpreters assigned to the same meeting shall work in booths located in the same room.

15.3 - An interpreter required to work remotely shall not be assigned to another meeting in the traditional mode on the same day, unless it is specified in a supplementary agreement.

15.4 - In addition to the team of interpreters, there shall be a person with the primary responsibility of ensuring co-ordination between the interpreters working remotely and the meeting organisers.

15.5 - The interpreter is responsible for following instructions and procedures for remote interpreting as made available by each organisation.

SECTION VI – ASSIGNMENTS AWAY FROM THE PROFESSIONAL PLACE OF RESIDENCE

Article 16 - Professional residence

16.1 - 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 17 - Travel expenses

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

Article 18 – Daily subsistence allowances

18.1 - 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 staff of the Organisations; the Organisations shall send the new scales to AIIC whenever the allowances are adjusted.

18.2 - 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 19 – Remuneration for travelling time

19.1 - As a general rule, and subject to the provisions of paragraph 19.3 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.

19.2 - 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.

19.3 - 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 20 – Non-working days not worked

20.1 - 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 VII – DURATION AND RENEWAL OF THE AGREEMENT

Article 21 – Duration and conditions of renewal of the agreement

21.1 - The present agreement shall cover the period from 1 January 2021, or at the latest from the date of signature of the Agreement, whichever is later, until 31 December 2025.

21.2 - If none of the parties asks for fresh negotiations to be opened by 30 June 2025, the agreement shall be automatically extended until 31 December 2027. If one of the parties asks for fresh negotiations before 30 June 2025, but these have not been concluded by 31 December 2025, the Agreement shall be extended for one year until 31 December 2026.

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

21.4 - Wherever possible, the Organisations shall provide AICC with statistics on volume at the mid-point of the term of the Agreement.

SECTION VIII – MISCELLANEOUS PROVISIONS

Article 22 – Consultations between the Organisations and AIIIC

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

22.2 - 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 AIIIC and the Organisation or Organisations concerned.

Article 23 – Disputes

23.1 - 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 24 – Scope of the agreement

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

IN WITNESS WHEREOF, the undersigned representatives, duly authorised by AICC and the Organisations respectively, have signed this Agreement in one original copy in French, kept by AICC. AICC is required to deliver to each of the Organisations a certified true copy of the original.

Done

Done

On

On

For the International Association of
Conference Interpreters

For the European Space Agency

Uros Peterc
President

Johann-Dietrich Wörner
Director General

Done

On

For the Council of Europe

Francis Dangel
Director General of Administration

Done

On

For the North Atlantic Treaty Organisation

APPENDIX I

COMPOSITION OF TEAMS (Section IV, Article 7)

Minimum number of interpreters¹

	Large team Basic rate	Small team Higher rate
<u>Single language conference</u>		
Interpreted into 1 other language	3	2
Interpreted into 2 other languages ²	6	4
<u>2-language conference</u>		
Interpreted into those 2 languages	3	2
Interpreted into 3 languages (2 + 1)	6	5
<u>3-language conference</u>		
Interpreted into 2 languages	4	3
Interpreted into 3 languages	6	5
<u>4-language conference</u>		
Interpreted into 2 languages	5	4
Interpreted into 3 languages	8	6
Interpreted into 4 languages	11	8
<u>5-language conference</u>		
Interpreted into 2 languages	6	4
Interpreted into 3 languages	9	6
Interpreted into 4 languages	12	8
Interpreted into 5 languages	15	10
<u>6-language conference</u>		
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
<u>7-language conference³</u>		
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

¹ In the event of regular relay, this should be provided by at least two members of the team.

² Each booth working continuously must be staffed either by three interpreters at the basic rate or by two interpreters at the higher rate.

³ 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.

8-language conference ³

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

APPENDIX II

Exception concerning the central and eastern European countries

The Co-ordinated Organisations concerned, by exchange of correspondence with AIIIC 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 AIIIC. 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.

* For the duration of this Agreement, the list of OECD member countries shall be the list of member states as at 31 December 2020, irrespective of any subsequent accessions.