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Trabajo Final de Máster

**Las condiciones laborales de los intérpretes: de Núremberg a la
actualidad**

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1. Finalidad y motivos

Las condiciones laborales de los intérpretes de conferencias son esenciales para garantizar que puedan realizar su trabajo correctamente. El mundo globalizado, unido a las nuevas características de las relaciones internacionales, y la evolución tecnológica (Baigorri, 2004) han hecho que la interpretación tenga un rol esencial en la comunicación entre personas de culturas e idiomas distintos. En la comunidad internacional, la interpretación se considera un medio de comunicación indispensable y, además, se encuentra en todo tipo de situaciones comunicativas (AIIC, 2014).

Pajarín (2017) apunta a una ausencia de estudios de investigación desde una perspectiva histórica en el contexto de la UE y otras instituciones. A pesar de la importancia del rol histórico que ha tenido la interpretación, los estudios realizados hasta la fecha, según Baigorri-Jalón (2015), están fragmentados, es decir, abarcan períodos y espacios concretos, no son transversales.

Por lo tanto, ante esta carencia de estudios históricos cohesionados, este trabajo pretende responder a tal necesidad recopilando la evolución de las condiciones laborales de intérpretes en la ONU y la UE, desde sus inicios en Núremberg hasta la actualidad. Ambas organizaciones pertenecen al sector conocido como el “Agreements sector”, que mantiene acuerdos (convenios laborales) con AIIC para establecer los estándares de calidad.

Así pues, el presente trabajo comienza con una perspectiva histórica de las condiciones laborales en Núremberg, considerada la cuna de la interpretación simultánea, y posteriormente en la ONU y en la UE, desde la perspectiva de sus condiciones laborales. Finalmente, se analizan los acuerdos de AIIC con las organizaciones para observar las condiciones laborales actuales, las diferencias y similitudes entre ambas organizaciones,

así como las referencias a la interpretación remota, que, según una gran cantidad de autores, será el futuro de la profesión (AIIC, 2004; Baigorri-Jalón, 2015; Diriker, 2015; Rudvin, 2015; Seeber, 2015; Donovan, 2017). Este TFM tiene dos objetivos principales: por un lado, recoger la evolución histórica de las condiciones laborales para intérpretes en la ONU y la UE y, por otro lado, como se ha dicho, evaluar cómo puede afectar a estas condiciones la interpretación remota.

Tal y como señala Drechsel (2013), la historia está a punto de repetirse: el Parlamento Europeo y la Comisión Europea ya han realizado pruebas y encargos con interpretación remota, y en el mercado privado se utilizan recursos como Skype, o videoconferencias. Este cambio afectará a la interpretación y tendrá grandes repercusiones en las condiciones laborales (Donovan, 2017). Este cambio se ha comparado con el paso de la interpretación consecutiva a la interpretación simultánea, por lo cual tomamos este momento histórico como punto de arranque.

2. Estado de la cuestión

Desde que la interpretación arrancó como disciplina tras los juicios de Núremberg (Baigorri, 2004), las conferencias se han hecho cada vez más especializadas. La interpretación simultánea se creó en el Palacio de Justicia de Núremberg a base de ensayo y error, y desde entonces ha contribuido a mejorar la comunicación y, por extensión, el entendimiento entre las naciones (AIIC, 2014). Los intérpretes han estado «estrechamente interconectado con los procesos socioculturales e históricos» (Pajarín, 2017, p. 262). Así pues, la tecnología ha cambiado la interpretación de conferencias (Gentile, 2017).

Hoy en día la interpretación de conferencias se considera una profesión, y no simplemente una actividad, ya que cumple los criterios que cita Rudvin (2015, p. 433-434), que son los factores externos: distinción, exclusividad, capacidad de resolución de problemas, identidad de grupo e identidad exclusiva, jurisdicción e impacto positivo en

la sociedad. Así como los factores internos: motivación, formación, normas y guías, acreditación y legitimización, credenciales y estándares. Pajarín (2017) señala que, en el ámbito de las organizaciones internacionales, no se satisfacen totalmente estos parámetros. Sin embargo, añade que es precisamente en estas organizaciones donde se ha profesionalizado progresivamente la labor del intérprete, con la contribución de los agentes con implicación directa, las políticas lingüísticas, y AIIC.

En la actualidad se observa un declive general de las condiciones laborales de los intérpretes (Attenelle, 2014), que son esenciales para asegurar esta calidad. Diriker (2015) apunta también a una desregulación del mercado que podría afectar incluso a las organizaciones internacionales con acuerdos con AIIC. Por estos motivos, es importante revisar las condiciones actuales, ya que, en el futuro cercano, la interpretación remota podría poner en peligro los estándares de calidad (Donovan, 2017).

Mackintosh (2002) señala que las condiciones laborales y el bienestar de los intérpretes están directamente relacionados. Algunos factores que provocan más estrés a los intérpretes en la actualidad son: discursos leídos o con velocidades excesivas para interpretar, una cuestión que se ha abordado muchas veces, (Donovan, 2017), pero persiste; la tendencia a utilizar las conferencias para tomar decisiones formales, más que para negociar, como eran anteriormente, privando al intérprete de una cantidad de información relevante (ibid.), el aumento del uso del inglés, solo o como *retour* (Diriker, 2015, p.182), los acentos de los oradores, o la falta de tiempo para documentarse; así como la calidad pobre de las cabinas (Mackintosh, 2002). Marzocchi (2017) suscribe estos factores, y añade que las organizaciones utilizan cada vez más sistemas automatizados para crear equipos, reduciendo a los intérpretes a una combinación lingüística, sin tener en cuenta otras aptitudes. Según este mismo autor, las expectativas que rodean a la profesión comenzaron con los mitos que se fundaron en las primeras

generaciones de intérpretes. Gentile (2017, p.43) también señala que persiste la creencia que un intérprete nace, no se hace.

Por esto, este fragmento de la Asociación Internacional de Intérpretes de Conferencias (AIIC, 1999), sigue siendo de actualidad:

There is a pressing need to maintain quality and standards in the profession of conference interpreting, to motivate newcomers to do so and show them how, and generally to recognise that the profession's reputation for quality and integrity rests on the sum of our individual efforts to secure it.

Es decir, tal y como indica Keil (2014), podría ser un buen momento para observar con distancia el panorama laboral, para dar el siguiente paso hacia la interpretación remota, cuya presencia, según Baigorri-Jalón (2015), es cada vez mayor.

Según AIIC, la asociación internacional de intérpretes con mayor influencia a nivel internacional, las condiciones laborales forman parte de la ética profesional, tal y como señalan en su Guía práctica para el intérprete (AIIC, 1999), donde subrayan la importancia de esforzarse por salvaguardar unas condiciones correctas para asegurar la calidad de interpretación. AIIC (2004) apunta a que este desarrollo tecnológico no debe reducir la calidad de la interpretación ni empeorar las condiciones laborales de los intérpretes. Sin embargo, el uso de la interpretación remota es controvertido, ya que hay autores que señalan el aumento de estrés y pérdida de calidad (Donovan, 2017). Mientras que otros autores (Drechsel, 2013; Seeber, 2015), comparan este cambio inminente con el paso de la interpretación consecutiva a la simultánea, que se recopila a continuación.

Seeber (2015, p. 76) señala que, si se desglosa el trabajo de miembros de AIIC como autónomos en organizaciones internacionales, el 34 % del trabajo se corresponde a la

ONU (inclusive todas las oficinas y agencias del mundo), mientras que el 35 % de trabajo lo proporciona la UE. Es decir, estas organizaciones combinadas emplean a más de la mitad de los intérpretes autónomos de AIIC, sin contar a los que no son miembros de la asociación y también trabajan para las organizaciones. Estos sectores son los más regulados del mundo de los autónomos, y, por este motivo, han sido los seleccionados para analizar en este trabajo.

A continuación, se realiza un recorrido histórico de la interpretación en organizaciones internacionales (ONU y UE), para observar la evolución de las condiciones laborales y, así, poder analizar las condiciones actuales.

2.1. Inicio de la interpretación simultánea: Núremberg

2.1.1. Características de Núremberg

En esta sección se resume el contenido que relata Baigorri (2015) sobre los juicios de Nuremberg y la evolución de la interpretación consecutiva, para dar paso a la simultánea.

Si bien la interpretación ha existido desde la prehistoria, la interpretación simultánea arrancó como disciplina tras la Segunda Guerra Mundial. El período de entreguerras se conoce como la era dorada de la interpretación consecutiva, pero resultaban reuniones demasiado largas. Para ahorrar tiempo, Edward Filene impulsó varios sistemas tecnológicos para la interpretación simultánea junto con Gordon Finlay. Los experimentos comenzaron en 1926 en la Liga de las Naciones, aunque fue en 1928 cuando la Organización Internacional del Trabajo entrenó a 6 candidatos para su conferencia general que tuvo lugar ese mismo año. Este evento fue tanto una señal de la nueva era tecnológica, como de la mayor democracia que significaba dar voz a cada representante de los sindicatos en su lengua materna (antes solamente podían acudir a las reuniones los representantes que entendiesen inglés o francés, las lenguas oficiales de entonces).

La interpretación simultánea se utilizó por primera vez en el sector judicial en los juicios de Núremberg, donde se juzgaron a los principales criminales de guerra nazis¹.

AIIC (2014b) destaca que estos intérpretes fueron pioneros y que el sistema que se utilizó en esa época es el mismo que se utiliza en la actualidad, aunque se ha perfeccionado.

Gaiba (1998) señala que no se confiaba plenamente en los intérpretes ni en el sistema tecnológico, que todavía estaba en fase de pruebas al comienzo de los juicios, por lo cual se grabaron todas las audiencias para comprobar posibles errores en el futuro. Tanto juristas como intérpretes actuales destacan el rol crucial que tuvieron estos intérpretes pioneros en el proceso judicial de Núremberg (Keil, 2014).

2.1.2. Condiciones laborales en Núremberg

Los juicios de Núremberg fueron un punto de inflexión para la interpretación que sentaron las bases del trabajo actual de la interpretación simultánea, que se creó precisamente para permitir que los juicios se celebrasen en distintos idiomas al mismo tiempo (AIIC, 2014). Allí surgió la ética de la profesión, que no difiere tanto del código ético de AIIC en la actualidad, así como los estándares de calidad. Aunque no existía ningún “código”, eran los mismos que establece AIIC hoy en día y giraban en torno a los ejes de «independencia y precisión» (Reyes, 2014).

En cuanto a las cabinas, no eran cubículos como los que hoy en día se conocen, sino que se trataba de un cristal delante del intérprete que no insonorizaba al intérprete (Baigorri, 2004). Vander Elst, (2002), que fue intérprete en los juicios, recuerda que las

¹Resulta interesante que en la actualidad apenas se emplea la interpretación simultánea en juicios (Gaiba, 1998: 164).

cabinas eran «primitivas»: no aisladas y estrechas, por lo cual no se podía salir, excepto en las pausas. Esta misma autora señala que el sistema fallaba continuamente.

En cuanto al equipo tecnológico, como se ha señalado, estaba todavía en fase de pruebas. El micrófono era compartido y los auriculares, de mala calidad (Vander Elst, 2002; Drechsel, 2013).

Uno de los testimonios de estos intérpretes fue de Siegfried Ramler, recogido en una entrevista con Philip Sands (2014). Ramler explica que fue un niño deportado a Inglaterra durante la segunda guerra mundial, que posteriormente trabajó como lingüista para las Fuerzas Aéreas de los Estados Unidos y quiso participar como intérprete en los juicios. Unos días después, interpretó a Hans Frank sin haber recibido ningún tipo de formación. Ramler destaca la dificultad por el vocabulario y la necesidad de precisión que había.

Otro testimonio de Léon Dostert indica que organizaba juicios de prueba para examinar a los candidatos y entrenarlos (Gaiba, 1998). Mientras que Vander Elst (2002) apunta a que ella tuvo que hacer una prueba de interpretación consecutiva en la Universidad de Ginebra, que aprobó. Señala que su formación fue un día en las cabinas de los juicios. Drechsel (2013) señala que no existía formación para los intérpretes.

La organización de equipos, según Vander Elst (2002), era la siguiente:

We worked two days in a row and had the third day off. One team was on for 1 1/2 hours in the morning and again for 1 1/2 hours in the afternoon. While a second team took over for the other half of the morning and afternoon, we would sit in a nearby room which was equipped with ear-phones and where we could follow the proceedings in the Court.

Los intérpretes generalmente llegaban a la profesión por casualidad, aunque ya comenzaron las conversaciones sobre formar a futuros intérpretes y la necesidad de

organizar a los profesionales (Baigorri, 2004). La remuneración no estaba regulada, ya que, como apunta Baigorri (2014), había intérpretes con más fama que cobraban salarios más altos, o dependía del país de origen del intérprete.

2.2. Interpretación en la ONU

2.2.1. Características de la ONU

En 1946 tuvo lugar la primera Asamblea General de la ONU. Allí, el delegado de Ucrania mencionó el éxito de la interpretación simultánea en Núremberg, y destacó que, con este sistema, los Estados podían elegir a sus mejores representantes para la ONU, y no a los que mejor hablasen idiomas (Gaiba, 1998). Por eso se eligió a León Dostert, que fue el encargado de organizar la interpretación en los juicios, para organizar la interpretación en la ONU (Baigorri, 2015; Gaiba, 1998). Así pues, Baigorri-Jalón (2016, p. 169) apunta que la ONU fue «un banco de pruebas» para que la interpretación simultánea se convirtiese en una modalidad permanente. Una vez se instaló el sistema en la sede de Nueva York, Dostert negoció un contrato para 20 intérpretes y cuatro funcionarios, entre los que se encontraba él mismo. Invitó a algunos intérpretes de Núremberg y realizó el mismo proceso de formación (Gaiba, 1998). Varios intérpretes de Núremberg accedieron a ir a Nueva York, ya que el grueso de trabajo en Núremberg se estaba terminando (en los últimos procesos se hablaba solamente inglés y alemán) y veían una salida profesional a largo plazo en la ONU. Los intérpretes con lengua A alemán se quedaron, ya que su idioma no era uno de los oficiales de la ONU (Gaiba, 1998).

Por falta de confianza en la simultánea, durante el primer año de sesiones de la ONU se utilizaba tanto consecutiva como simultánea (Gaiba, 1998). Como afirma Baigorri-Jalón (2016), algunos relacionaban la interpretación simultánea con una pérdida de calidad. Además, los grandes intérpretes de consecutiva se oponían a la simultánea, principalmente por el aislamiento de las cabinas y la similitud con las máquinas (Baigorri-

Jalón, 2016, p. 176), aunque pronto se demostró que esta oposición estaba poco fundamentada (Gaiba, 1998), y, finalmente, fueron los Estados Miembros los que tomaron la decisión de mantener la simultánea, aunque éstos se basaron más en cuestiones presupuestarias que en la calidad de la interpretación (Baigorri-Jalón, 2016). En cuanto a los intérpretes, se trataba en gran medida de una cuestión de ego, ya que a los intérpretes de consecutiva les gustaba la reputación de seres “maravillosos” que se habían creado (Baigorri, 2004, p. 10). Sea como fuere, el paso de la consecutiva a la simultánea fue un cambio decisivo tanto para el perfil profesional de los intérpretes como para sus condiciones laborales (Baigorri-Jalón, 2016).

Los fundamentos jurídicos del multilingüismo se redactaron en la Carta fundacional de las Naciones Unidas (Baigorri, 2004), donde se establecieron cinco lenguas como oficiales, que fueron el español, chino, inglés, ruso, y francés, y como consecuencia se necesitó un servicio permanente de traducción e interpretación (Baigorri, 2016) ya que el multilingüismo «tiene un gran valor para el trabajo de la Organización, porque es precisamente lo que permite la comunicación clara y concisa en los asuntos de importancia mundial» (ONU, s.f.), además de favorecer la tolerancia y aumentar la implicación de los Estados Miembros (ONU, 2015). Las regulaciones que se establecieron en 1946 siguen vigentes hoy en día (excepto algunos cambios como la introducción del árabe en 1973) (Baigorri, 2004).

2.2.2. Condiciones laborales en la ONU

La interpretación consecutiva y simultánea se siguieron utilizando en la ONU, a veces incluso en las mismas reuniones, por ejemplo, en el Consejo de Seguridad (Baigorri, 2004). Las cabinas evolucionaron desde Núremberg, y en la primera reunión de la Asamblea General, tal y como documenta Seeber (2015), ya eran estructuras que estaban insonorizadas.

A continuación, se proporciona un resumen de Baigorri (2004) acerca de la interpretación en la ONU, recopilando las referencias a condiciones laborales.

Al llegar a la ONU, Dostert impuso que los intérpretes solamente trabajasen hacia su lengua materna, aunque hubo algunas excepciones, como el caso del chino y el ruso, que se mantienen en la actualidad. Las condiciones laborales no estaban reguladas. Al comienzo, dependiendo de la reunión, se seleccionaba a los intérpretes más especializados. Estas decisiones las tomaba el Jefe de Sección. No había equipos de emergencia, así que, si una reunión se alargaba, los intérpretes se veían obligados a trabajar más horas. Sí que se cubrían los gastos en caso de viaje, y, además, según testigos de la época, se les pagaba generosamente por los viajes (el salario ya era mejor que el salario promedio de profesiones similares). Se añadía a esto 30 días de vacaciones y un viaje de vuelta a su país natal cada dos años. La imagen dada por la prensa de la época sobre los intérpretes era maravillosa, que eran genios capaces de hacer magia. Esto se debe en parte a la falta de conocimiento del público general e incluso de los propios intérpretes, que desconocían la profesión antes de comenzar a ejercerla, entre otros aspectos. El proceso de selección se realizaba como se describe a continuación: a los intérpretes tras una entrevista que apenas duraba unos minutos, y se rechazaba al 98 % de candidatos bajo la impresión que interpretar era un don. Muchos intérpretes pasaron a otros trabajos dentro de la ONU posteriormente a trabajar en cabina, ya que interpretar no era su vocación y no estaban formados en ello.

Los primeros intérpretes de la ONU consideraban que sus condiciones laborales eran duras (equipo técnico rudimentario, muchas horas en cabina, no había equipos de emergencias) y que no había quejas (habían vivido una guerra y veían esperanza en la ONU). Sin embargo, la generación 15 años más adelante no había tenido estas experiencias. Éstos sí que eligieron la profesión por vocación, a diferencia de sus

predecesores, y tenían formación sólida en idiomas y algunos tenían formación en interpretación. Fueron los que llegaron a la ONU entre finales de los años 60 y principios de los 70. Sus condiciones laborales eran muy similares a las de la generación previa. Sin embargo, los recién llegados consideraron que eran insuficientes, cosa que fomentó la “huelga” de 1974, que se describirá a continuación.

Entre los cambios entre la primera y la segunda generación encontramos que, cuando llegaron los segundos, la simultánea casi había sustituido totalmente a la consecutiva. Esto acarreó que la presencia del intérprete se hizo menos visible y, añadido a las jornadas largas sin tiempo de descanso y un descenso de sus condiciones laborales, el progreso hacia conferencias más técnicas, entre otras razones, hizo que los intérpretes necesitasen menos formación en historia o geografía, y más formación técnica. Esto era debido al poco tiempo de preparación, ya que muchos discursos dejaban de ser de índole político y pasaban a ser especializados.

A esto añadimos los estudios médicos que se realizaron a intérpretes, por sus niveles de estrés principalmente, que llevaron a revisar las condiciones laborales. Este estudio se publicó en 1957 y conllevó los siguientes cambios: se modificaron las cabinas para que absorbiesen mejor el sonido y se pintaron de colores relajantes; se mejoró la iluminación y la tecnología para mejorar el confort; se recomendó que no trabajasen en turnos tan largos. Sin embargo, no se solucionaron los problemas de jornadas largas en períodos de mucho trabajo. Por eso no sorprende que en 1969 volvieron los estudios médicos. Tras estos estudios, que fueron similares a los anteriores, se recomendó dar días libres a los intérpretes para que preparasen los próximos temas, y se recalcó que, si los intérpretes estaban tan cansados, se reduciría la calidad.

En 1974 tuvo lugar la “huelga” que consolidó la interpretación como profesión. Los intérpretes reivindicaban el uso de equipos de emergencia. En esta época ya existía AIIC,

que luchaba por las condiciones laborales, aunque lo hacía más en el sector privado porque se consideraba que los trabajadores de organizaciones estaban mejor protegidos. La huelga consistió en que 45 de los 74 intérpretes dijeron estar enfermos, y se paralizó la jornada. La huelga pretendía asegurar mejores condiciones laborales, no mejores salarios.

Finalmente, la ONU estableció que no se superarían las 7 reuniones a la semana como máximo, de 3 horas de duración cada una. AIIC las incluyó en sus acuerdos con organizaciones internacionales y para los intérpretes autónomos en general.

Más adelante, tras la Guerra Fría, la mayor parte de la interpretación siguió siendo simultánea (la consecutiva se reserva para algunas reuniones del Secretario General, cenas, o misiones). Se mantenía la norma de interpretar hacia la lengua materna, excepto los chinos y árabes, igual que antaño. La función del intérprete era menos similar a la de un mediador que antes, puesto que, en el mundo unipolar, se expandió un modelo de pensamiento considerablemente unificado. Existía una norma sobre no leer documentos en voz alta a los cuales los intérpretes no hubieran tenido acceso, una norma que se incumplía. De igual forma que las respuestas de los miembros muchas veces estaban preparadas de antemano y también se leían, aunque no se daba a los intérpretes. Incluso en el Consejo de Seguridad los intérpretes no trabajaban en condiciones ideales y no se cumplían los estándares AIIC. A esto cabe añadir la crisis económica que azotó a la ONU y que acarreó la reducción de plantillas.

Según Baigorri (2004), en 2004 persisten algunos de los problemas mencionados anteriormente. El autor añade que, a veces, las condiciones auditivas no son óptimas (material antiguo, uso inapropiado del material técnico); entre otras dificultades, como acentos marcados de hablantes, el léxico, la sintaxis, etc. Los intérpretes apuntan que la calidad de los discursos ha bajado considerablemente. No siempre hay documentación

disponible. El mayor problema para los intérpretes es la velocidad a la que hablan los oradores, por lo cual, cada vez cuesta más mantener el ritmo. Además, no existe forma de avisar al orador para que reduzca la velocidad, y los escuchantes no colaboran. No hay debate, las decisiones se han tomado previamente y el intérprete no lo sabe. Ahora los intérpretes trabajan en horarios más o menos fijos, incluso tienen que estar de guardia cada siete semanas durante el fin de semana, para lo cual no reciben ninguna compensación, excepto si se produce una reunión en dicho período. En este caso, se les concede un día más de vacaciones por cada día de reunión. Esto contribuye a que los intérpretes aprovechen más sus ratos de no trabajar en cabina para salir a descansar, ya que tampoco pueden ayudar por el ritmo demasiado elevado. A pesar de todo esto, siguen siendo la envidia de muchos otros trabajadores de otros sectores. Aunque los horarios se respetan, muchos todavía no entienden la carga cognitiva que hace que un intérprete no pueda tener los horarios de otros trabajadores.

En 2011, Baigorri-Jalón y Travieso-Rodríguez (2017) apuntan dificultades similares a las mencionadas en 2004. Aunque las lenguas oficiales se han mantenido desde los años 70, sí que ha habido cambios en la dinámica de la interpretación. Por ejemplo, la cantidad de participantes ha ascendido exponencialmente en las últimas décadas, debido al aumento de Estados Miembros, pero también a la participación de actores externos, como las ONG. Los autores destacan, además, las nuevas tecnologías y su impacto en la interpretación, que ha tenido tanto efectos positivos (mayor posibilidad de documentación), como negativos (cambios en la percepción del usuario). Aunque el aspecto que más afecta a los intérpretes es el aumento de la velocidad de los discursos (Baigorri-Jalón y Travieso-Rodríguez, 2017).

2.3. Interpretación en la UE

2.3.1. Características de la UE

La Unión Europea es el caso de institución multilingüe más extremo (Donovan, 2017), ya que incluye todas las lenguas nacionales de cada uno de sus Estados Miembros como lenguas oficiales, actualmente 24: «alemán, búlgaro, checo, croata, danés, eslovaco, esloveno, español, estonio, finés, francés, griego, húngaro, inglés, irlandés, italiano, letón, lituano, maltés, neerlandés, polaco, portugués, rumano y sueco» (Unión Europea, s.f. b). Esto, unido a las lenguas regionales que también se usan en algunas reuniones, hace que la UE sea el mayor empleador de intérpretes del mundo (Seeber, 2017).

Como señala Pajarín (2017), en la UE ha habido interpretación desde sus inicios y, al igual que ocurrió en la ONU, los intérpretes no poseían formación como tal, sino que llegaron por casualidad a la profesión. Por ejemplo, en el caso de la primera cabina española, los intérpretes «procedían de campos tan diversos como la filología, la biología o la geografía e historia y tuvieron conocimiento de la existencia del *stage* gracias a sus propias relaciones sociales» (Pajarín, 2017, p. 244). A diferencia de la ONU, en la Comisión Europea sí hubo un *stage*, es decir, un proceso de formación como intérprete, claramente marcado, de 6 meses de duración y con pruebas eliminatorias (ibid.). Tras la formación, los intérpretes firmaban un contrato de dos años con la UE, tras los cuales podían presentarse al test de acreditación para trabajar como autónomos u opositar para convertirse en funcionarios.

2.3.2. Condiciones laborales en la UE

Los servicios de interpretación de la UE (Comisión, Parlamento, y Tribunal de Justicia) necesitan interpretación para 325.000 jornadas de intérpretes cada año, para los cuales emplean a 1.000 intérpretes funcionarios que cubren la mitad de estas jornadas, y a intérpretes autónomos que cubren la otra mitad (Seeber, 2017). Los intérpretes autónomos trabajan junto con los funcionarios, aunque no tienen el requisito de nacionalidad europea (UE, s.f.). La Comisión Europea, el Parlamento Europeo y el

Tribunal de Justicia de la Unión Europea tienen servicios de interpretación distintos, pero «la contratación de funcionarios intérpretes y la selección de intérpretes *freelance* (denominados auxiliares intérpretes de conferencias a.i.c) la llevan a cabo conjuntamente» (UE, s.f. a).

Pajarín (2017) recoge, mediante entrevistas a intérpretes de la primera cabina española, la descripción de las condiciones laborales de la época, que se describen a continuación. Todas las intérpretes entrevistadas están de acuerdo con que ha habido una evolución desde su entrada a las instituciones hasta la actualidad, así como coinciden en la afirmación que, en los primeros años, ser intérprete era señal de glamur y estatus, ya que los delegados españoles carecían de conocimientos de idiomas, por lo cual las intérpretes tenían un rol más visible y útil, al ser su única opción para seguir las reuniones. Asimismo, estas intérpretes consideran que tuvieron un rol activo en la integración de España en la UE, a diferencia de la visión generalizada del intérprete pasivo.

En cuanto a su formación, las intérpretes entrevistadas afirman que procedían de campos diversos, al igual que los primeros intérpretes de la ONU (supra), según Pajarín (2017, p. 261), «de estudios superiores diferentes a la traducción e interpretación, con buen conocimiento de lenguas y su acceso a la interpretación institucional se produjo de forma casual por medio del *stage*», la formación que ofrecía la UE. Al igual que en las Naciones unidas (supra), añaden que todavía existía la creencia de que los intérpretes nacían, no se hacen, con el que las entrevistadas no coinciden.

Puesto que todas las entrevistadas pertenecen a la Asociación Internacional de Intérpretes de Conferencias, coinciden también en los principios éticos fundamentales que expone y defiende AIIC, así como coinciden ampliamente (50 %) en que las condiciones laborales en la primera etapa en que trabajaron eran «muy buenas». Cabe destacar que el 25 % afirma que eran «excelentes» (p. 255).

Pajarín (2017, p. 250) recoge que «no obstante, (...) ahora «se tiende más a utilizar dos o tres idiomas y a prescindir de la interpretación» (I3), al tiempo que la saturación del mercado (según sus testimonios) hace que los intérpretes ya no sean tan valorados ni considerados como realmente necesarios».

3. Marco teórico: “Agreements Sector” de AIIC

3.1. Características de AIIC

En los años 50, como explica Thiery (2009), ante la creciente demanda de intérpretes tanto por organizaciones internacionales como por el mercado privado, se comenzó a ver una necesidad de organizar la nueva profesión. Este mismo autor detalla que fueron Constantin Andronkof, André Kaminker, y Hans Jacob (jefes de interpretación en la OEEC, el Consejo de Europa, y la UNESCO, respectivamente), quienes decidieron agrupar a los intérpretes en una asociación internacional. Esta asociación, conocida universalmente por sus siglas, AIIC, fue fundada en 1953, y tenía como objetivo sentar las bases de esta nueva profesión; principalmente, sus bases fueron conseguir la misma remuneración por el mismo trabajo de los intérpretes (funcionarios y autónomos), así como conseguir que la competencia en el mercado se basase en la calidad, y no en el precio. En otras palabras, AIIC englobaba el concepto de asociación, y el de sindicato (Thiery, 2009), y dota a la profesión de prestigio y alcance mundial (Marzocchi, 2017).

Nadie puede negar el rol histórico que tiene y ha tenido la Asociación Internacional de Intérpretes de Conferencias (AIIC), siendo la única asociación global de intérpretes de conferencias, con más de 3.000 miembros (AIIC, s.f. b) en 90 países (Diriker, 2015). Sus funciones son: defender a los intérpretes, acreditar sus estándares y promover códigos de profesionalismo (Reyes, 2014). AIIC es el principal interlocutor de los intérpretes de conferencias tanto para el sector privado, como para las organizaciones internacionales (Boéri, 2015).

Diriker (2015) resume las claves del éxito de AIIC en tres, que se describen a continuación. La primera es su establecimiento temprano, apenas ocho años tras los juicios de Nuremberg, que le ha permitido controlar las prácticas y los estándares, así como evaluar las condiciones laborales, desde el principio de la interpretación simultánea. La segunda es el rol que ha tenido como asociación y como sindicato, ya que los acuerdos que se analizan en este trabajo armonizaron salarios y condiciones laborales de intérpretes, miembros de AIIC o no, en diferentes organizaciones internacionales, conocidos como el “sector de los acuerdos” (*Agreements Sector*). Finalmente, el rol de AIIC como órgano prácticamente acreditador de intérpretes. La membresía no es automática, sino que debe ser respaldada por compañeros miembros de la Asociación. Esta insistencia de AIIC por controlar la calidad ha generado una conciencia de calidad entre profesionales. Entre las condiciones laborales que ha regulado AIIC, cabe destacar su colaboración con ISO para la calidad de las cabinas (Seeber, 2015), una condición que ha mejorado drásticamente desde las condiciones que se describen sobre las cabinas en Núremberg (supra 2.1.2). Las normas ISO para cabinas se pueden consultar en la página web de AIIC, y han sido actualizadas recientemente².

El alto porcentaje de intérpretes que trabajan en organizaciones internacionales que son miembros de AIIC podría reflejar, según Pajarín (2017, p.241), «la necesidad de defensa de sus condiciones laborales», así como «un alto grado de concienciación sobre la importancia del reconocimiento» de la interpretación de conferencias.

Para establecer estos estándares de calidad, AIIC ha utilizado varios instrumentos, que en sector público de las organizaciones internacionales se conocen como “the Collective Agreements” (AIIC, s.f. a). Estos acuerdos tenían (y tienen) como objetivo elevar las

² Las normas se pueden consultar en la siguiente página web: <https://aiic.net/page/8159/new-iso-standards-relating-to-conference-interpreting/lang/1>

condiciones de trabajo de los intérpretes autónomos que trabajan para las principales organizaciones internacionales: la ONU y sus agencias, la UE, y las organizaciones coordinadas (Agencia Espacial Europea, Consejo de Europa, OTAN y UEO, la Organización Mundial de Aduanas y las Federaciones Mundiales de Sindicatos (GUF, por sus siglas en inglés) (Diriker, 2015).

Para garantizarles que fueran las mismas que para los intérpretes que trabajan como funcionarios de estas organizaciones, por ejemplo, en términos de remuneración o de seguro médico (Baigorri-Jalón, 2000). Estos acuerdos se firmaron desde 1969 y se renegocian las condiciones cada 5 años (Boéri, 2015), y se consideran uno de los mayores logros de AIIC (Thiery, 2009).

A pesar de los problemas legales que tuvo AIIC con la Comisión Federal de Comercio estadounidense, los contratos vinculantes con el sector público no fueron alterados, aunque los demás contratos vinculantes se tuvieron que convertir en recomendaciones (Boéri, 2015).

3.2. AIIC: Los acuerdos

Los acuerdos que se analizan en este trabajo son: el acuerdo de AIIC y la ONU (AIIC-United Nations Agreement (2012-2017)) y la convención entre AIIC y la UE (AIIC-EU Convention), que están disponibles en la página web de AIIC, en la sección de *Collective agreements*³.

4. Metodología

Como se ha explicado en la introducción, en este trabajo se comparan los acuerdos que mantiene AIIC con las principales organizaciones internacionales, la ONU y la UE, para

³ Disponibles en <https://aiic.net/agreements>.

observar cómo se reflejan las condiciones laborales de los intérpretes autónomos que trabajan para cada organización.

La metodología utilizada está inspirada en la que utiliza Mayoral Asensio (2007) para comparar contratos en español e inglés. Para comparar los acuerdos, se utilizan tablas de dos columnas donde se recogen los apartados de cada acuerdo que abarcan las mismas condiciones laborales. El orden de aparición es, para la columna derecha (AIIC-Unión Europea), el mismo que el que se sigue en el acuerdo original, excepto algunas cláusulas concretas que se han separado para analizarlas individualmente. Sin embargo, en la columna izquierda (AIIC-ONU), se recogen cláusulas y apartados de cláusulas que no siguen necesariamente el mismo orden que el acuerdo original, sino que se han reordenado para unir las cláusulas que hacen referencia al mismo tema, sin importar su orden en el texto original, sino en relación con el documento de la columna derecha (AIIC-UE).

Para agilizar la comparación, se utiliza el símbolo “(...)” para expresar que las partes del texto que se unen en esta tabla no se encuentran juntas en el texto original.

Existen siete tablas comparativas y una tabla resumen. Cada tabla agrupa un tema (ámbito de aplicación, remuneración, etc.). Los elementos comparados en cada una de las siete tablas son: estructura de la cláusula, léxico empleado, y contenido de la cláusula. El análisis se encuentra a continuación de cada tabla.

5. Análisis

En la siguiente tabla se analizan los primeros fragmentos de cada acuerdo, cuyo análisis se encuentra posteriormente.

Figura 1 Ámbito de aplicación de los acuerdos. Elaboración propia.

<p>AIIC-EU Convention. Published: 9 years ago. Last updated: 2 years ago.</p>	<p>AIIC-United Nations Agreement (2012-2017). Published: 1 year ago. Last updated: 1 year ago.</p>
<p>Agreement on <u>working conditions and the pecuniary regime for auxiliary conference interpreters</u> recruited by the Institutions of the European Union</p> <p>Having regard to the negotiating briefs given by <u>auxiliary conference interpreters (ACIs)</u> approved by the institutions and by the associations recognised as representative of the conference interpreting profession within the meaning of the CEI;</p> <p>(...)</p> <p>Whereas ACIs have been serving the institutions since 1952;</p> <p>(...)</p> <p>Have agreed as follows:</p> <p>Article 1 - Scope of the Agreement</p> <p>This Agreement <u>shall apply to ACIs</u>, wherever they are assigned, recruited by the European Parliament or the Commission or the Court of Justice, on their own account or on behalf of the other institutions and bodies of the European Union and for the agencies governed by Community law established by the Treaties or secondary legislation (hereinafter referred to as “the institutions”).</p>	<p>Agreement between the United Nations Common System/Chief Executives Board for Coordination and the Association Internationale des Interprètes de Conférence, regulating the <u>Conditions of Employment</u></p> <p>1. (...) to the approval of AIIC and of the Organizations, the conditions of employment <u>of short-term conference interpreters</u> shall be governed by the provisions set out below. [1]</p> <p>I. Scope and implementation</p> <p>Scope</p> <p>2. This Agreement <u>shall be applicable to the servicing of conferences</u> and meetings organized by the parties to the Agreement, by any mode of interpretation and on a worldwide basis, pursuant to their mandated activities.</p> <p>(...)</p> <p><i>For the purposes of this Agreement, “short-term conference interpreters” also refers to “temporary” and “freelance” interpreters, terms used by some organizations in accordance with their Staff Regulations and Rules.</i></p>

En la tabla superior se observa la primera parte de los acuerdos, donde se detallan las partes y el ámbito de aplicación. En cuanto a la estructura, observamos que ambas columnas tienen similitudes a grandes rasgos, ya que en ambos textos encontramos una introducción, en la que se describen las partes (AIIC y las organizaciones), la fecha de publicación y revisión, y el ámbito de aplicación. La principal diferencia que se observa

a nivel estructural es el uso de apartados numerados en la columna izquierda (AIIC-ONU), donde vemos que “Scope and implementation” es el primer apartado principal, que engloba varias cláusulas (“scope”, “duration”, etc.). Sin embargo, en la derecha (AIIC-UE), el artículo 1, “Scope of the Agreement”, forma parte de la introducción y está separado del “Title I”, bajo el cual se encuentran “conditions of recruitment”, “confidentiality”, etcétera. Puesto que esta estructura no es equivalente, el contenido de estas cláusulas se ha reordenado en columnas separadas, que se encuentran a continuación.

En cuanto al léxico, la primera diferencia que observamos es que el acuerdo con la UE se conoce como “Convention”, mientras que el acuerdo con la ONU se conoce como “Agreement”. Según recoge Eur-lex, en la UE, el término “convention” (convenio) tiene un peso mayor que “agreement” (acuerdo), que se emplea más para acuerdos comerciales. En Eur-lex se precisa que, “los acuerdos internacionales deben aplicarse obligatoriamente en toda la UE” y tienen más valor que los actos unilaterales (EUR-Lex, s.f.). Sin embargo, la ONU define “convention” como “formal agreement between States.” (UNICEF, s.f.). Puesto que AIIC no es un Estado, esta diferencia terminológica podría explicar por qué cada organización emplea un término distinto para nombrar sendos acuerdos con AIIC. En la página web de AIIC ambos acuerdos se encuentran bajo “Collective Agreements”⁴, sin mención a esta diferencia, utilizando “agreement” como genérico.

Otra diferencia terminológica la encontramos en el primer párrafo, donde vemos que el acuerdo AIIC-UE es un “agreement on working conditions and pecuniary regime of ACIs”, mientras que en AIIC-ONU se tratará “the conditions of employment of short-term conference interpreters”. Esta diferencia parece carecer de importancia, puesto que

⁴ Se pueden consultar en <https://aiic.net/agreements>

en el análisis de la macroestructura encontramos las mismas condiciones, aunque estén redactadas en cláusulas distintas.

En cuanto a los intérpretes, se observa que cada organización nombra a los intérpretes autónomos de forma distinta. En la UE se conocen como ACIs (“auxiliary conference interpreters”), y en la ONU encontramos varias nomenclaturas (“short-term conference interpreters”, “temporary” y “freelance”), aunque se indica que todos estos términos hacen referencia al mismo colectivo, es decir, intérpretes que trabajan como autónomos para las organizaciones.

Desde el punto de vista del contenido, en este apartado, los acuerdos son idénticos: ambos son acuerdos entre AIIC y una organización internacional, y sus órganos/agencias, para la contratación y condiciones laborales de intérpretes que trabajan temporalmente para las organizaciones.

En la tabla siguiente encontramos las cláusulas de confidencialidad, e interpretación consecutiva en el caso de la UE.

Figura 2 Cláusulas de confidencialidad. Elaboración propia.

AIIC-EU Convention	AIIC-United Nations Agreement (2012-2017)
<p><i>Article 2a - Confidentiality clause</i></p> <p>ACIs shall be bound by the strictest secrecy, which shall be observed towards all persons and with regard to all information disclosed in the course of the practice of the profession at any gathering not open to the public.</p> <p><i>Article 3 - Consecutive interpretation</i></p> <p>Since consecutive interpreting is an essential skill for a conference interpreter, all ACIs shall be required to</p>	<p>Privileges, immunities and responsibilities</p> <p>10. When working for Organizations of the United Nations Common System, short-term conference interpreters:[3]</p> <p>(a) By virtue of their contract, shall have the status of officials, (...) and therefore enjoy the privileges and immunities, and have the responsibilities, pertaining to that status;</p>

undertake this form of interpreting at meetings of the institutions. This requirement shall not apply where a duly proven physical disability exists.	(b) Shall be bound <u>by the strictest confidentiality and secrecy</u> , which must be observed towards all persons with regard to information gathered in the course of professional practice.
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En la tabla superior observamos, en la columna derecha (AIIC-UE), que la cláusula de confidencialidad ocupa una posición privilegiada, al ser la segunda cláusula del acuerdo y tener una cláusula dedicada exclusivamente al secreto profesional. A continuación, encontramos una cláusula acerca de la modalidad de interpretación consecutiva. Sin embargo, en la estructura del acuerdo AIIC-ONU observamos que la confidencialidad se recoge en una cláusula mayor, que trata también los privilegios, además de las obligaciones, de los intérpretes.

El léxico utilizado (“confidentiality”, “secrecy”, “strictest”) es idéntico y se utiliza en la mayoría de los códigos éticos de intérpretes (Mikkelson, 2000).

En cuanto al contenido, como se ha indicado, es idéntico en cuanto a la confidencialidad. Sin embargo, encontramos una diferencia que se detalla a continuación: en el acuerdo AIIC-UE, se dice que no se puede revelar información “not open to the public”, mientras que en el acuerdo AIIC-ONU se indica que todo el trabajo es confidencial.

El acuerdo AIIC-UE hace referencia específica a la modalidad de consecutiva, que se utiliza, aunque no frecuentemente (Diriker, 2015), en las instituciones europeas. El acuerdo AIIC-ONU no hace ninguna referencia a esta modalidad. En cuanto al acuerdo AIIC-ONU, se explica que los intérpretes autónomos tienen las mismas condiciones laborales que los “officials” (funcionarios), uno de los objetivos de AIIC (supra). En el acuerdo de AIIC-UE no encontramos esta especificación.

A continuación, encontramos las cláusulas que estipulan la remuneración de los intérpretes autónomos en las organizaciones. Para realizar un análisis más exhaustivo, se han separado las cláusulas pertenecientes al sueldo y a los pagos por viajes.

Figura 3 Remuneración. Elaboración propia.

AIIC-EU Convention	AIIC-United Nations Agreement (2012-2017)
<p>Title II: Emoluments Article 6 - Daily remuneration The daily fee for experienced ACIs shall be linked to the remuneration of an official employed in Brussels in grade AD12, step 5 . It shall be one twentieth of the basic monthly salary of an official in that grade, multiplied by a factor of 0.9392638. (...) Article 8 - Tax Under Council Regulation (EEC, Euratom, ECSC) No 260/68, fees paid to ACIs shall be subject to Community tax and, within the scope of Article 13 of the Protocol on Privileges and Immunities, exempt from national tax. Article 9 - Daily subsistence allowance ACIs on assignments outside their local area, i.e. over 60 km from their professional domicile, shall receive an allowance equal to the daily subsistence allowance of officials of the institutions by which they are recruited. ACIs may, on presentation of a hotel bill, have hotel expenses reimbursed up to the ceiling laid down for such officials. Where appropriate, ACIs shall receive a supplementary daily subsistence allowance. (...) Title IV: Methods of payment Article 17 - Use of the euro Payments to or on behalf of ACIs shall be made in euro by bank transfer. Should</p>	<p>(5) Payment of indemnity Only a firm offer that is accepted by the interpreter shall give rise to the payment of indemnities as provided for in paragraph 12 (Cancellation or termination of appointment). (...) III. Remuneration policy 13. The remuneration of short-term conference interpreters employed by Organizations party to the Agreement is specified in Annex A hereto. 14. Appointments shall be formalized by the issuance of a contract by Organizations. The contract shall indicate the specific period of engagement and the number of days to be paid, as well as the applicable remuneration rate. 15. Subject to the provisions of this Agreement, specifically paragraph 32 (Workload), one daily rate shall be payable to the interpreter for each contract day, a day being defined as a 24-hour period from midnight to midnight or part thereof (including public holidays within the period of contract). (...)</p>

<p>payment in euro create difficulties in a particular country, the Commission shall endeavour to resolve them as soon as possible; in the meantime it shall use the currency normally used in its financial dealings with that country.</p>	<p>18. The salary rates set out in Annex A are net of both income tax and staff assessment.[7]</p> <p>Daily remuneration rate</p> <p>19. A short-term conference interpreter employed by an Organization for fewer than 60 days from the first day of her/his appointment shall be employed on the basis of a daily appointment and the daily rate conditions.</p> <p>Monthly remuneration rate</p> <p>20. The following provisions shall apply with respect to monthly rates:</p> <p>(a) A short-term conference interpreter employed by an Organization for a continuous period of 60 days or more shall be employed from the first day on the basis of a monthly appointment and the monthly rate conditions;</p> <p>(b) When a period of employment at daily rates is extended in such a way that the extension, together with the original duration of the contract, exceeds 60 days, the provisions governing monthly appointments shall apply from the 61st day;</p> <p>(c) For short-term conference interpreters employed on monthly appointments, leave shall accrue at the rate specified in the Staff Regulations and Rules of the employing Organization and pro rata for each part of a month. The Organization may indicate the periods falling within the employment period when the accrued leave must be taken, provided that the short-term conference interpreter is given at least 15 days' notice;</p> <p>(d) At the end of an appointment, the unused leave days shall be paid in accordance with the Staff Regulations and Rules of the employing Organization.</p>
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	<p>V. Social security</p> <p>Social security</p> <p>28. The remuneration rates for short-term conference interpreters set out in Annex A are net of tax and include a social security element of nine per cent. At the written request of the short-term conference interpreter and subject to the Organization's rules, a percentage of the short-term conference interpreter's emoluments may be withheld by the employing Organization and paid in the name of the short-term conference interpreter into an applicable scheme such as the <i>Caisse de Pensions des Interprètes et Traducteurs de Conférence</i> or the <i>Caisse de Prévoyance des Interprètes de Conférence</i>.</p> <p>Loss of earnings, sickness and accident insurance, and sick leave</p> <p>(...)</p>
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En la tabla superior se recogen las cláusulas relativas al sueldo de los intérpretes. Lo primero que observamos en cuanto a la estructura es que el acuerdo AIIC-ONU (derecha) contiene cláusulas más extensas que el acuerdo AIIC-UE.

El léxico utilizado en estas cláusulas es muy similar (“daily remuneration rate”), aunque el contenido varía, como se analiza a continuación.

En la UE se establece que estos intérpretes cobran el mismo salario (por día) que un intérprete funcionario de las instituciones, y se expresa la fórmula para calcular la cantidad. En cambio, el sistema en la ONU parece ser más complejo. En primer lugar, los intérpretes pueden cobrar por día o por mes, dependiendo de los días que trabajen. Se incluyen los festivos, algo que no se especifica en el acuerdo AIIC-UE, así como las cifras que se indican en el Anexo A, relativo a los sueldos de intérpretes AIIC-ONU, están libres

de impuestos, mientras que en el acuerdo AIIC-UE se indica el impuesto al que está sometido el sueldo de los intérpretes. Además, en el acuerdo AIIC-ONU vemos una cláusula relativa a las bajas por enfermedad, un aspecto que tampoco recoge el acuerdo AIIC-UE. En cambio, la UE tiene una cláusula dedicada a la moneda de pago que se utilizará (el euro), mientras que esto no se observa en el acuerdo AIIC-ONU, ya que los pagos tienen un anexo (anexo A) donde está desglosada la información, que es más compleja, probablemente debido a la mayor cantidad de estados miembros que tiene la ONU que utilizan monedas distintas. En el anexo A se indica que, generalmente, la se remunerará a los intérpretes en dólares estadounidenses.

En la tabla subsiguiente se observa una cláusula relativa a la remuneración de intérpretes principiantes.

Figura 4 Remuneración para principiantes. Elaboración propia.

AIIC-EU Convention	AIIC-United Nations Agreement (2012-2017)
The daily fee for beginner ACIs shall be 72% of the fee paid to an experienced ACI.	<p>IX. Beginners</p> <p>24. Beginners, as defined in Annex B, shall be paid 66.67 per cent, or two thirds, of the daily rate otherwise applicable to the location concerned.</p>

En esta tabla se refleja un aspecto que contienen ambos acuerdos, que es la remuneración que recibe un intérprete principiante. En cuanto a la estructura, en el acuerdo AIIC-UE (derecha) forma parte de las cláusulas de la tabla anterior. Sin embargo, en el acuerdo AIIC-ONU (izquierda) observamos que tiene una cláusula exclusiva. El léxico de estas cláusulas es muy similar (“beginner” en ambos acuerdos, “fee”/“daily rate”). Sin embargo, de nuevo encontramos diferencias en el contenido. La UE remunera a un principiante con un 72 % del salario de un intérprete autónomo con experiencia. En cambio, en la ONU estos intérpretes reciben el 66,67 % (2/3), es decir, una cantidad inferior a la de la UE.

Figura 5 Pagos por viajes o desplazamientos. Elaboración propia.

<p>AIIC-EU Convention</p>	<p>AIIC-United Nations Agreement (2012-2017)</p>
<p><i>Article 7 - Flat-rate travel allowance</i></p> <p>The flat-rate travel allowance shall be half the amount of the daily fee.</p> <p>The terms and conditions under which this allowance is granted can be found in the implementing rules.</p> <p><i>Article 7a - Flat-rate compensatory allowance</i></p> <p>The flat-rate compensatory allowance shall be half the amount of the daily fee.</p> <p>This allowance shall be payable for long-distance trips or itinerant missions.</p> <p>(...)</p> <p><i>Article 9 - Daily subsistence allowance</i></p> <p>ACIs on assignments outside their local area, i.e. over 60 km from their professional domicile, shall receive an allowance equal to the daily subsistence allowance of officials of the institutions by which they are recruited. ACIs may, on presentation of a hotel bill, have hotel expenses reimbursed up to the ceiling laid down for such officials.</p> <p>Where appropriate, ACIs shall receive a supplementary daily subsistence allowance.</p> <p><i>Article 10 - Reimbursement of travel expenses</i></p> <p>ACIs living outside the local area shall organise their travel with due regard to the best cost/efficiency ratio. Travel expenses shall be reimbursed upon presentation of the required supporting documents. If</p>	<p>Remuneration during travel</p> <p>21. The following provisions shall apply with respect to remuneration during travel:</p> <p>(a) The travel rules applicable to the regular staff of an employing Organization shall be applicable to the travel of short-term conference interpreters;</p> <p>(b) When a short-term conference interpreter is required to travel to a duty station away from her/his professional domicile, s/he shall be equally entitled to the applicable <u>subsistence allowance</u> in accordance with the policy and practice for regular staff of the employing Organization.</p> <p>(c) For the purposes of this Agreement, authorized travel time of short-term conference interpreters is work time for all purposes, as for regular staff. The travel dates shall be specified in the contract whenever possible. Accordingly, except where it is agreed in advance that any necessary travel can reasonably be accomplished during the period of assignment, a short-term conference interpreter recruited from outside the duty station shall be <u>paid one half of the relevant rate in Annex A in respect of the calendar day preceding the beginning of her/his assignment and one half-day's salary</u> in respect of the calendar day following the end of her/his assignment. For any full calendar day of travel time, including authorized stopovers and rest periods, as detailed in paragraph 26 below, the short-term conference interpreter shall receive a full day's salary.</p>

<p>travel expenses are paid in advance, payment shall be in the currency in which the ticket was purchased.</p> <p><i>Article 11 - Days not worked</i></p> <p>Where the period (which may be up to three days) between two assignments is too short to allow ACIs to return to their professional domicile, they shall be paid two thirds of the fee provided for in Article 6 for each day not worked, plus the daily subsistence allowance provided for in Article 9.</p> <p>Provided that the amounts laid down in the preceding paragraph do not exceed the cost of travel and the corresponding allowances, the same arrangement may apply where ACIs prefer to remain at the place of assignment.</p> <p>ACIs wishing to have this Article applied must so inform the recruiting department(s) before the period during which they are not working begins.</p> <p><i>Article 12 - Long-distance and tiring missions</i></p> <p>Compensation is provided for particular missions. Further details can be found in the Rules for implementing certain provisions of the Agreement (<i>Modalités d'application de certaines dispositions de la Convention</i>).</p> <p>(...)</p> <p>[IMPLEMENTING RULES]</p> <p><i>Article 7 - Flat-rate travel allowance</i></p> <p>A flat-rate travel allowance is due when ACIs whose professional domicile is outside their place of assignment must travel on the eve of the first day of their assignment or are unable to return to their</p>	<p>IV. Travel conditions</p> <p>General</p> <p>22. Except as may be otherwise provided in this Agreement, the travel rules applicable to the regular staff of the employing Organization while on official travel shall be applicable to the travel of short-term conference interpreters. In cases of non-local recruitment, travel shall be provided for the short-term conference interpreter to proceed from her/his professional domicile (or from another place within the same cost) to her/his place of work and return. This provision shall not preclude any arrangement whereby costs may be shared between the employing Organization and a previous or subsequent employer in instances when the periods of employment are consecutive. The Organizations shall make every effort to ensure uniformity of practice in respect of travel rules.</p> <p>23. No travel shall take place without a travel authorization, including prior medical and security clearances where applicable. The hiring Organization shall not be held liable in the event that a short-term conference interpreter does not provide appropriate medical certification prior to her/his engagement. Failure to do so shall result in the withdrawal of the offer or termination of appointment without compensation. The employing Organization shall inform the short-term conference interpreter of these requirements at the time of the proposal of work.</p> <p>24. When an Organization offers the short-term conference interpreter a contract, it shall inform her/him of the travel arrangements it intends to make. This information can be provided via the offer of appointment or other official written communication, such as e-mail notification. If the short-term</p>
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<p>professional domicile before midnight on the final day of the assignment.</p> <p>However, this allowance shall not be due if the ACI receives, for the same day, a daily fee (Article 6 of the Agreement) from the Community budget.</p> <p>If ACIs have two consecutive contracts with two different institutions at two different locations, they will be granted the same treatment as if the change of location took place within the same institution.</p> <p><i>Article 9 - Daily subsistence allowance</i></p> <p>The 60 km distance (local area) is calculated on the basis of the official railway figures for the most direct route. The supplementary daily subsistence allowance equal to the daily subsistence allowance is due when the ACI cannot leave the place of assignment on the final day of the assignment.</p> <p>If the ACI cannot obtain prepaid tickets from the accredited agency, the daily subsistence allowance shall be paid in advance if the ACI so requests.</p> <p>If the ACI is sick at the place of assignment, the daily subsistence allowance shall still be paid and accommodation costs reimbursed.</p> <p>The institutions shall reimburse the purchase of a hotel loyalty card as it is paid off.</p> <p><i>Article 10 - Reimbursement of travel expenses</i></p> <p>a) For the purposes of applying Article 10 of the Agreement, ACIs may choose the means of transport for the outward and return journey between their professional domicile and the place of assignment. The right to air travel is guaranteed for all journeys of over 300 km. The ACI</p>	<p>conference interpreter accepts the contract, s/he shall also accept whatever travel arrangements are made, unless her/his professional obligations prior to or subsequent to her/his contract are such as to render impractical, in the opinion of the Organization, participation in such arrangements.</p> <p>25. Applicable DSA shall be payable to the short-term conference interpreter during the length of the assignment while on travel status, including any travel days in addition to the normal length of the assignment which s/he is required to spend away from her/his professional domicile by reason of the travel arrangements authorized by the employing Organization.</p> <p>Stopovers and rest periods during air travel</p> <p>26. In scheduling the departure of an interpreter for a meeting, the employing Organization shall ensure that when travel takes place by air, or mostly by air, the departure takes place sufficiently early that (in the case of a journey with no intermediate stop-overs):</p> <ol style="list-style-type: none"> 1. If the scheduled travel time for the journey is between six and ten hours, the interpreter is not required to commence duty within 12 hours after arriving at the duty station; 2. If the scheduled travel time is more than ten hours, the interpreter is not required to commence duty within 24 hours of arriving at the destination; 3. Minor variations from these minima arising from scheduled flight timetables (for example, infrequency of flights) shall be acceptable within reason, subject to agreement before the journey begins; 4. Subject to paragraphs 21, 22 and 24 above, the interpreter shall be entitled to utilize these rest periods
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<p>determines the route and time of the journeys for the performance of contracts concluded with one or more institutions, the reimbursement of travel expenses and payment of any allowances due being limited, except in cases of <i>force majeure</i>, to the most direct route and the means of transport offering the best cost/efficiency ratio.</p> <p>b) If the ACI can obtain prepaid tickets from the accredited agency (hereinafter referred to as “the agency”), no advance on travel expenses will be paid. In such a case, the fee (100%) and daily subsistence allowance(s) are paid within five working days of the final day of the contract.</p> <p>In all other cases, travel expenses may be reimbursed in advance at the ACI's request (in accordance with Article 10 of the Agreement).</p> <p>c) The use of the agency is optional.</p> <p>d) If special arrangements are made for officials and other staff for meetings away from the institutions' usual places of employment, the same arrangements apply to ACI staff in the same team whose professional domicile is in one of these places of employment. They will be informed of the specific arrangements as soon as possible and at all events in good time.</p> <p>1. Procedure for reimbursement on presentation of supporting documents demonstrating travel costs incurred</p>	<p>either at the destination or in the form of stopovers en route.</p> <p>Daily subsistence allowance</p> <p>27. A short-term conference interpreter engaged to serve in a duty station away from her/his professional domicile shall be entitled to receive the applicable DSA in accordance with the DSA rates established by the International Civil Service Commission (ICSC) and in accordance with the travel advances policy of the employing Organization. The conditions for the payment of the allowance shall be those applicable to the regular staff of the Organization, including in respect of adjusted rates (e.g., when accommodation, transportation and/or meals are provided) and supporting documentation requirements, as well as, where necessary, recourse procedures.</p>
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En la tabla superior se recogen las cláusulas sobre viajes y remuneración durante el viaje para los intérpretes autónomos. En primer lugar, cabe destacar el hecho que en el acuerdo AIIC-UE, las cláusulas relativas a los viajes están situadas antes que las condiciones laborales. En ambos casos las cláusulas ocupan una proporción amplia de la

longitud del texto, ya que, además, se encuentra información en los anexos sobre los viajes.

El léxico utilizado en estas cláusulas es extremadamente similar (“officials” para los funcionarios de ambas organizaciones, “daily subsistence allowance”, “travel expenses”, “stopovers”, etc.). Aunque en el acuerdo AIIC-UE se alude a “travel allowance”, mientras que en el acuerdo AIIC-ONU se observa “remuneration”, un palabra que se relaciona más con un trabajo y salario que “allowance”, que, de hecho, en el diccionario Merriam Webster no aparece relacionada con el ámbito laboral, sino que se parece más a un “reembolso”⁵.

En cuanto al contenido de las cláusulas, en ambas se reitera que las condiciones de viajes para los intérpretes *autónomos* serán las mismas que para los funcionarios de las organizaciones. Además, se ha acordado en ambos casos que los intérpretes recibirán la mitad del salario en caso de tener que realizar viajes largos. Sin embargo, en la UE se establecen parámetros fijos (una distancia mínima de 60km para que el intérprete reciba ciertas prestaciones, como dietas), mientras que en la ONU no se ha establecido esta distancia mínima. Otra diferencia que podemos observar es que los intérpretes de la ONU reciben el equivalente a un día completo de sueldo si el viaje que deben realizar es mayor a seis horas, mientras que en la UE se indica que se recibirá 2/3 del sueldo, pero se añade un día de reposo si el viaje es de más de cuatro horas en avión o se viaja al otro hemisferio. Cabe destacar, dentro del acuerdo AIIC-UE, que se marcan diferencias entre los órganos de las instituciones. En el acuerdo AIIC-ONU no se diferencia entre órganos.

En la tabla siguiente se pueden observar las cláusulas de domicilio profesional.

⁵ Esta definición se puede consultar en <https://www.merriam-webster.com/dictionary/allowance>

Figura 6 Domicilio profesional. Elaboración propia.

AIIC-EU Convention	AIIC-United Nations Agreement (2012-2017)
<p><i>Article 13 - Professional domicile</i> For the purposes of this Title, ACIs shall have no more than one professional domicile at a time. This professional domicile shall be declared no later than the first contract concluded. Any change must be communicated in writing and must relate to continuous periods of at least six months.</p> <p>The professional domicile shall in principle be the point of departure and/or return of the ACI to and/or from the place of assignment.</p> <p>The professional domicile of ACIs [5] shall be stated on the version of their CV accessible to users of SCICnet [6].</p>	<p>Professional domicile 11. The following provisions are established with respect to professional domicile:</p> <p>(a) For the purpose of this Agreement, the professional domicile of the short-term conference interpreter is the domicile for which that interpreter declares her/himself local;</p> <p>(b) The professional domicile of short-term conference interpreters who are members of AIIC shall be published in the AIIC Yearbook. The Organizations shall request an interpreter who is not a member of AIIC to declare that interpreter’s professional domicile, which shall be applicable to every Organization that is party to this Agreement. Any such interpreter may have only one professional domicile at any one time and may change it only for consecutive periods of no fewer than six months. Employment conditions shall be governed by the professional domicile of the interpreter at the time employment is offered, irrespective of that interpreter’s home address or actual place of residence;</p> <p>(c) AIIC’s professional delegations shall liaise with the Organizations to ensure that AIIC’s list of all short-term conference interpreters’ declared professional domiciles is kept up to date. Organizations shall provide information upon request and with the concurrence of the interpreter concerned, but cannot assume responsibility for any inaccuracies. Any breaches of the rules governing professional domicile shall be corrected through AIIC’s appropriate disciplinary procedures, as applicable.</p>

En la tabla superior vemos las cláusulas que estipulan el domicilio de los intérpretes.

De nuevo, las cláusulas de AIIC-ONU (izquierda) están más extensamente redactadas.

En ambos casos el léxico es similar, y es el que establece AIIC en otros acuerdos para intérpretes. Con respecto a su contenido, en esencia, se estipula lo mismo: los intérpretes solamente pueden tener un domicilio oficial; éste debe ser accesible para quienes lo quieran consultar; se puede cambiar el domicilio, pero debe ser por un período mínimo de seis meses; y el domicilio determina la empleabilidad de los intérpretes.

No obstante, en el acuerdo AIIC-ONU se constatan algunos datos más, como, por ejemplo, que AIIC debe mantener actualizada la lista de los domicilios de sus intérpretes miembros, aunque añade que AIIC no será responsable en caso de error. Además, este acuerdo establece que habrá un procedimiento disciplinario en caso de incumplimiento de estas normas, un dato que no contiene por escrito el acuerdo AIIC-UE.

Seguidamente se muestran las cláusulas relativas a las condiciones laborales.

Figura 7 Condiciones laborales. Elaboración propia.

AIIC-EU Convention	AIIC-United Nations Agreement (2012-2017)
<p>Title VII: Working conditions <i>Article 24 - Rules of assignment and composition of teams</i></p> <p>The rules governing the assignment of ACIs and the composition of teams shall <u>be those applicable to permanent interpreters</u> of the institution on whose behalf they are recruited, subject to the provisions relating to the last day of the assignment.</p> <p>The institutions shall administer recruitment and draw up the assignment schedule for ACIs in such a way as to ensure quality and <u>keep the number of relays to a minimum.</u></p> <p>The second and third paragraphs of Article 19 shall apply automatically should there be any change in the language regime of the European Union or the rules governing the assignment of permanent interpreters.</p> <p><i>Article 25 - Place of employment</i></p>	<p>VI. Working conditions Team strength 31.</p> <p>(a) At no time shall <u>fewer than two interpreters be assigned ^[8] per booth.</u></p> <p>(b) No interpreter shall be assigned as the only member of a team capable of <u>providing relay</u> from a given working language.</p> <p>(c) In the case of two-language meetings^[9] serviced from one booth, at least three interpreters capable of working into both languages shall be assigned.</p> <p>(d) In the case of the Arabic and Chinese booths, specifically referred to in paragraph 33 below, at least three interpreters shall be assigned to the booth, of whom at least two must be capable of working into two of the languages used.</p> <p>(e) More interpreters shall be assigned when:</p>

<p>The place of assignment of ACIs shall be laid down in the contract of employment.</p> <p>If the needs of the service so require, the institutions may, after consulting the interpreter, change the institution or place of assignment stipulated in the contract. ACIs may be assigned to the place of their professional domicile should an assignment away from this domicile be cancelled.</p> <p><u>Article 26 - Documentation</u></p> <p><u>The institutions shall provide ACIs assigned to their meetings with all the available documentation necessary for their work.</u></p> <p><i>Article 27 - Technical facilities</i></p> <p>When designing or upgrading their technical facilities, the institutions hereby undertake to <u>comply with ISO and CIE standards</u> and specifications and, where appropriate, the standards and specifications adopted by common agreement with the bodies representing permanent interpreters and ACIs.</p> <p>The institutions shall endeavour to comply with the above standards and specifications for meetings held outside their own premises. <u>Similarly, ACIs shall refuse to work in facilities to which the institutions object on the grounds that they do not conform to the above standards and specifications.</u></p> <p>As regards new technology, and without prejudice to the provisions of Article 27a, the parties to this Agreement shall ensure compliance, as far as possible, with the <u>Code on the use of new technology in conference interpreting.</u></p> <p><u>Article 27a - Remote interpretation</u></p> <p>The provisions of the <i>Accord interinstitutionnel relatif aux dispositions applicables à la télé interprétation</i> (Interinstitutional agreement on the provisions applicable to remote interpretation), concluded between representatives of the Court of Justice, the European Parliament and the European Commission, of the one part, and the representatives of official and</p>	<p>The language combinations are such that fewer interpreters would not be sufficient to cover them;</p> <p>Numerous written presentations are to be given;</p> <p>The technical or scientific nature of the conference calls for extensive in-session preparation.</p> <p>(f) Teams including one or more Group II ^[10] interpreters should comprise enough experienced pivots in the same or other booths. Group II interpreters shall thus not be required to provide relay.</p> <p>Workload</p> <p>32.</p> <p>(a) It shall be the responsibility of the employing Organization to ensure a <u>normal workload</u> for interpreters. In this context, a normal workload is one that complies with the conditions stipulated in the relevant resolutions of the United Nations, pursuant to the 1974 report of the Joint Advisory Committee, which established these workloads.</p> <p>(b) Accordingly, no interpreter shall be called upon to work at more <u>than two meetings per day</u>. There shall be a break for a period of no shorter <u>than one and a half hours</u> between such meetings.</p> <p>(c) Similarly, no interpreter shall be assigned for more than two and a half to three hours from the time when that interpreter is required to be on duty. An interpreter who has been summoned to duty and has arrived at the place of assignment at the scheduled time of assignment shall be deemed to have been assigned, even if the meeting to which that interpreter has been summoned has concluded or has been cancelled in the meantime.</p> <p>(d) Similarly, no interpreter shall be called upon to work more than <u>eight meetings on average per week</u>, a week being a period of <u>seven consecutive days</u>. For periods of employment of fewer than five days, a normal workload is five meetings in a three-day contract, or a maximum of seven meetings in a four-day contract. The maximum period</p>
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<p>auxiliary conference interpreters of the Court of Justice, the European Parliament and, with respect to the Commission, the OSPs and representatives of the ACIs, of the other, shall be applicable automatically.</p> <p><i>Article 27b - Protecting the rights of ACIs and disclaimer</i></p> <p>When the interpretation is recorded and made available to the public or broadcast, the institutions shall ensure that <u>a declaration</u> stating that the interpretation is intended to facilitate communication and cannot be considered an authentic reproduction of the discussions shall be included on the distribution media, in particular in cases of broadcast on the Internet. They shall also include a disclaimer stating that the <u>interpreter declines all liability</u> for any errors or omissions in the interpretation, with respect to the content of the original words spoken or the information on which they were based, or any losses caused by the use of the interpretation.</p>	<p>over which meetings may be averaged shall not exceed two consecutive weeks. For ease of reference, a table indicating the respective number of assignments is attached as Annex C.</p> <p>(e) Short-term conference interpreters should, whenever possible, be given reasonable notice of meetings outside normal working hours.</p> <p>(g) Except on the last day of contract, for the purposes of workload calculation, and without prejudice to the maximum weekly workload established in this paragraph, a late-hour meeting straddling more than one day shall count as one meeting only and towards day one.</p> <p>(h) Interpreters assigned after 20h00 shall have a break of at least 12 hours.</p> <p>(i) If, in a genuine emergency, an Organization is unable to implement the above provisions regarding weekly workload and if adequate time off cannot be given within the short-term conference interpreter's period of employment in accordance with subparagraph 32(d) above, it shall grant that interpreter compensation in accordance with the terms set forth in Annex D.</p> <p>33. Except for two-language meetings serviced from one booth, there shall be one booth, working in one direction only, for the official languages of the Organization concerned. However, owing to a shortage of multilingual interpreters with Arabic and Chinese, it may be necessary in the case of these two languages to use a two-way booth working both into the language concerned and from it into one of the other languages of the meeting, the remaining booths working from the interpretation in relay. The Organizations and AIIC agree that this method is unsatisfactory and that it should be used only in the case of the two official languages stipulated above as well as of any non-official language of the Organization concerned for which no multilingual interpreters are available to work from that language.</p>
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	<p>Disclaimer for broadcasting</p> <p>34. (...)</p> <p>35. The Organizations shall consult the Provisions governing Broadcasting of Interpretation (Annex E). In the event of webcasting of interpreted sessions, the following disclaimer shall be prominently displayed on their respective websites:</p> <p><i>The interpretation of proceedings serves to facilitate communication and does not constitute an authentic or verbatim record of the proceedings. Only the original speech is authentic.</i></p> <p>36. An audio/video file of interpretation shall be the property of the employing Organization. When such files are broadcast or otherwise made publicly available, any responsibility or liability shall be vested in the Organization.</p> <p>Technical installations</p> <p>37. Organizations should endeavour to provide facilities for meetings at headquarters or elsewhere, compliant with the international standards applicable to simultaneous interpretation facilities, such as:</p> <p>ISO 2603:1983 for built-in booths</p> <p>ISO 4043:1981 for portable booths</p> <p>IEC 914:1988 for equipment</p> <p>and, whenever possible, also with ISO 2603:1998 and IEC 60914:1998.</p> <p>38. In planning for the construction or modification of booths and/or equipment for simultaneous interpretation, Organizations shall make every effort to comply with the latest version of the relevant standards, keeping in mind the need for uniformity of equipment and facilities within the Organizations.</p>
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La tabla superior pertenece a las condiciones laborales. En ambos textos, se trata de una cláusula extensa y donde se subraya que las condiciones serán las mismas que para los funcionarios de las organizaciones, un objetivo de AIIC desde sus inicios (supra). En ambos documentos se comienza mencionando la composición de equipos. Una similitud

es el uso de las normas ISO para las cabinas (supra). Pero hay algunas diferencias que se comentarán a continuación:

En la UE, debido a la gran cantidad de lenguas oficiales, se hace hincapié en mantener la cantidad de relé al mínimo. La UE también se compromete a enviar la documentación necesaria al intérprete; esto no está reflejado en acuerdo con la ONU. Sin embargo, en el acuerdo AIIC-ONU se menciona la carga de trabajo como una condición importante que la organización tiene la obligación de regular; cosa que no se menciona en el acuerdo AIIC-UE. Sin embargo, un aspecto clave del acuerdo AIIC-UE es el artículo 27a, que trata la interpretación remota y donde se hace referencia a un acuerdo sobre las condiciones que deben cumplirse para que se pueda utilizar⁶. En el acuerdo AIIC-ONU no se hace referencia a la interpretación remota, a pesar de su importancia en la actualidad que se ha destacado en este trabajo.

A continuación, llegamos a la última tabla comparativa. En la siguiente tabla se comparan los resultados de la evolución de las condiciones laborales desde Núremberg hasta la actualidad:

Figura 8 Tabla resumen. Elaboración propia.

Condiciones laborales	Núremberg	ONU (orígenes)	ONU (actual)	UE (orígenes⁷)	UE (actual)
Cabina	Solo un cristal; no aislada	Cabina insonorizada	Cabina ISO	-	Cabina ISO
Formación previa de intérpretes	No	Básica, organizada por Dostert	Sí, requisito obligatorio	<i>Stage</i>	Sí, requisito obligatorio

⁶ Este acuerdo no se ha podido consultar durante la realización de este trabajo, ya que la página de AIIC no permite el acceso, porque está siendo modificado.

⁷ Los datos de esta columna pertenecen a fechas posteriores a la adhesión de España en la UE (Pajarín, 2017), debido a una falta de estudios sobre períodos anteriores. Es decir, ya existían los acuerdos de AIIC.

Documentación previa	Sí, complicidad entre intérpretes y juristas (Reyes, 2014)	-	Sí, requisito de AIIC	Sí	Sí, requisito de AIIC
Tecnología de cabinas	Rudimentaria, ensayo y error (Baigorri, 2005). Cascos de mala calidad. Compartían micrófono.	Más avanzada, aunque no siempre de alta calidad	Avanzado: uso de internet en cabinas, tabletas, etc.	-	Avanzado: uso de internet en cabinas, tabletas, etc.
Remuneración	No regulada. El sueldo de los intérpretes varía.	Regulada, más elevada que otros sectores	Regulada por AIIC; funcionarios y <i>autónomos</i> reciben la misma remuneración	-	Regulada por AIIC; funcionarios y <i>autónomos</i> reciben la misma remuneración
Team strength / horas de trabajo	Había equipos de emergencia. Tunos de 1,5h por la mañana, y 1,5h por la tarde.	No había equipos de emergencia. Los intérpretes trabajan más si la reunión se alargaba, Fue uno de los motivos principales de la “huelga”.	Regulado por AIIC.	Condiciones excelentes (Pajarín, 2017, p. 258).	Regulado por AIIC.

6. Conclusiones

En este trabajo se han analizado los acuerdos sobre las condiciones laborales de intérpretes autónomos con las organizaciones internacionales que más intérpretes emplean del mundo, la ONU y la UE, y se han comparado con las condiciones de Núremberg.

A pesar de las referencias constantes a las similitudes entre Núremberg y el trabajo actual de los intérpretes, como se ha demostrado en este trabajo, hay una cantidad de diferencias importante. Drechsel (2013) señaló que las condiciones laborales sí que han cambiado, como se ha recopilado en la última tabla de este trabajo. Así pues, quizá lo que no ha cambiado desde Núremberg ha sido la ética del intérprete desde la perspectiva de la confidencialidad. Sin embargo, como se puede observar en los Acuerdos, AIIC establece como principio ético que los intérpretes no deben aceptar encargos que no cumplan los estándares de calidad que se han acordado. Es decir, no hay lugar para el “ensayo y error” que caracterizó los juicios de Núremberg (Vander Elst, 2002). Cabe destacar que la columna de los orígenes de la UE contiene lagunas de información, puesto que el tema de las condiciones laborales no se ha documentado.

En cuanto a los Acuerdos, a grandes rasgos, en acuerdo AIIC-ONU es más extenso. Sin embargo, tras haber realizado el análisis, se observa que no abarca más contenido ni establece condiciones laborales, a priori, mejores que la UE. De hecho, el acuerdo AIIC-UE establece un salario mayor para intérpretes sin experiencia, así como hace referencia a la interpretación remota. Así pues, la UE se ha posicionado y ha afirmado que no se impondrá esta modalidad sin el consentimiento de los intérpretes (Mouzourakis, 2003). En el acuerdo AIIC-ONU no se hace referencia a la interpretación remota, a pesar de que la mayoría de los expertos apunta que la próxima revolución tecnológica llevará a los intérpretes a trabajar con esta modalidad (AIIC, 2004; Baigorri-Jalón, 2015; Diriker, 2015; Rudvin, 2015; Seeber, 2015; Donovan, 2017). Además, la UE ha afirmado que no solo se tendrán en cuenta los parámetros técnicos, sino también la salud de los intérpretes (Mouzourakis, 2003). Esta afirmación resulta de extrema importancia por varios motivos. En primer lugar, en cuanto a las comparaciones entre el cambio de interpretación consecutiva a simultánea, y el cambio hacia la interpretación remota, Seeber (2015)

destaca que actualmente el cambio se puede analizar y se puede utilizar el método científico para evaluar los riesgos que el cambio puede conllevar. Consiguientemente, ha habido experimentos con interpretación remota que han probado que causa más estrés a los intérpretes; aunque Seeber (2015) destaca que el grupo que participó en el experimento no tenía una gran experiencia con la tecnología, y que quizá en el futuro estos resultados cambiarían, con una generación más aproximada a las nuevas tecnologías. Diriker (2015) señala que, para que la interpretación remota funcione, se deben desarrollar unos estándares, a lo que Donovan (2017) añade que se debe tener en cuenta la experiencia de los intérpretes para crearlos.

Por otro lado, esta afirmación de la UE es importante porque, como señala Takis (2003), «emphasis shifted at last to the human, medical and working condition aspects». Esto nos recuerda más a la “huelga” de los intérpretes de la ONU, que consiguió grandes avances para los intérpretes mediante estudios médicos, que, al cambio a la simultánea, al que se hace más referencia en el ámbito de la interpretación remota. Como apunta Takis (2003), debemos tener en cuenta que la interpretación remota es un nuevo “modus operandi” para los intérpretes.

El comité ejecutivo de AIIC (Executive Committee, 2018) también se ha pronunciado recientemente y se ha comprometido a adoptar condiciones laborales basadas en pruebas científicas para «asegurar tanto la calidad de la interpretación, como el bienestar del intérprete». En este mismo comunicado admiten que, en el futuro, incluso los intérpretes de la misma cabina podrían estar en lugares diferentes. Se recalca el mantenimiento de los estándares ISO también en la modalidad de interpretación remota, y se anuncia que el grupo “Task Force on Distance Interpreting” está estudiando la situación.

Así pues, según el análisis realizado en este trabajo y la información de AIIC, en el futuro, quizá los acuerdos no necesiten los apartados de “Remuneration during travel” o “flat-rate travel allowance”, o al menos no hará falta que sean tan extensos. Sin embargo, seguirán siendo importantes, tal y como apunta AIIC, que se cumplan los estándares ISO de calidad para las cabinas, sonido, e imagen.

Según el comité del sector del mercado privado de AIIC (Private Market Sector Standing Committee, 2011), la interpretación remota presenta algunas ventajas, como puede ser encontrar a intérpretes de lenguas minoritarias rápidamente en el caso de juicios, por ejemplo. Así como el aceleramiento del proceso completo que supondría reducir los viajes de los intérpretes. Sin embargo, este comité avisa que el cambio tecnológico puede ser extremadamente rápido y, si no existen parámetros correctamente establecidos, dependerá de cada intérprete aceptar o rechazar la oferta. Por otro lado, el comité señala que la cooperación entre intérpretes y el trabajo en equipo son esenciales para la labor de interpretar. Otro factor que señala el Comité es que quizá haya estudios a corto plazo sobre esta nueva modalidad, pero sería necesario que hubiera estudios sobre el estrés a largo plazo. Por estas razones, el comité anima a AIIC a que realice más estudios antes de aceptar esta modalidad como válida.

Así que, quizá, esta fase de trabajar sin equipos unidos físicamente está más lejos, pero hay que comenzar a trabajar para formar intérpretes para las nuevas condiciones laborales, ya que, como se ha dicho, es una modalidad muy distinta de lo que los intérpretes conocen.

En conclusión, los cambios en las condiciones laborales desde los juicios de Núremberg hasta la actualidad son destacables, y quizá esto es algo que no se menciona suficiente cuando se habla de Núremberg como la cuna de la interpretación simultánea moderna.

Existen similitudes entre el desplazamiento de la interpretación consecutiva a la simultánea, y el paso hacia la interpretación remota que está experimentando la profesión en la actualidad. Sin embargo, hay algunas diferencias importantes entre los dos cambios, como es que, actualmente, se utilicen pruebas científicas para asegurar el bienestar del intérprete, que no se tenían en cuenta antes de la huelga de 1974. El hecho que se esté estudiando y reflexionando sobre la interpretación remota es relevante, ya que podría presentar una caída de las condiciones laborales, si no se evalúan los riesgos correctamente. Como muestra, se observa que ya se ha añadido al acuerdo AIIC-UE una cláusula sobre interpretación remota, ya que la UE está realizando experimentos desde hace años con esta modalidad (Drechsel, 2013). Sin duda, los intérpretes actuales tienen mucho que agradecer a sus predecesores, que han sentado las bases para que, en la actualidad, se tengan en cuenta otros factores, a parte de la reducción de costes, así como a AIIC, que está al día y ya está trabajando en esta modalidad que cambiará el concepto de interpretación de conferencias actual.

Las conclusiones y aportaciones de este trabajo, por lo tanto, se pueden resumir en:

- Existe una clara falta de estudios que traten el ámbito de las condiciones laborales de intérpretes, especialmente en la UE. Esto contrasta con la cantidad de información que existe sobre Núremberg, o los estudios realizado por Baigorri-Jalón respecto a la ONU.
- Las condiciones laborales de los intérpretes han mejorado gracias a las nuevas tecnologías, entre otros factores, y especialmente gracias a la labor que ha realizado AIIC.

- Las condiciones laborales deben respetarse para asegurar la calidad y la salud de los intérpretes; un aspecto primordial ante el salto hacia la interpretación remota.

Con respecto a las líneas de investigación futuras, se podría ampliar el análisis de los acuerdos de AIIC con las organizaciones, así como analizar la percepción de los intérpretes que trabajan bajo estos convenios. Por otro lado, se podría recopilar más información de las condiciones laborales de los intérpretes, en especial de las primeras cabinas de la UE, ya que tuvieron un rol esencial en el desarrollo de la profesión, y no existen estudios hasta la fecha que aborden estos temas que le consten a la autora de este trabajo.

Este trabajo puede tener interés para:

- Docentes que aborden la perspectiva histórica de las condiciones laborales en el aula. Se puede utilizar la tabla 8 como resumen.
- Profesionales de la interpretación que deseen conocer los orígenes de su profesión, así como la importancia de preservar y asegurar sus condiciones laborales actuales.
- Estudiantes de interpretación interesados en la perspectiva histórica de las condiciones laborales, así como los criterios actuales para asegurar la calidad y su bienestar.

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7. Anexos

7.2. AIIC-United Nations Agreement (2012-2017)

AIIC-United Nations Agreement (2012-2017)

Agreement between the United Nations Common System/Chief Executives Board for Coordination and the Association Internationale des Interprètes de Conférence, regulating the Conditions of Employment

United Nations Negotiating Delegation.
Published: August 21, 2016 Last updated: August 21, 2016

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

I. Scope and implementation

Scope

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

Duration

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

Notification of acceptance

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

Exceptional conditions that would require a renegotiation of the Agreement

5. The provisions of this Agreement specifically concerning remuneration may be renegotiated, at the request of AIIC or of the Organizations in the event of:

- (a) A reform of the international monetary system; or
- (b) The abandonment, by the Organizations, of the United States dollar as the sole basis for the establishment of professional category salaries or allowances; or
- (c) A modification of the United Nations post adjustment system; or
- (d) Any other exceptional event or major change of circumstances in one or several of the ratifying Organizations, which leads any of the parties to believe that they cannot fully respect the terms of the present Agreement,

provided that any of the above events significantly affect the remuneration levels of interpreters.

II. Appointment and termination

Non-discrimination in recruitment

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

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

Offers of work

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

(1) Definitions

- 1. A "firm offer" is an offer of work that is binding both on the Organization and on the interpreter who accepts such an offer.
- 2. An "option" is a proposal of work that is non-binding for both the Organization and the interpreter.
- 3. A "request for availability" is not an offer of work but merely an enquiry by the Organization concerning the availability of the interpreter for a period of work. It is in no way binding on either party.

(2) Firm offers

1. The Organization shall endeavour, whenever possible, to make firm offers without resorting to options.
2. The interpreter, in accepting a firm offer, thereby undertakes to fulfil the ensuing contract and only to withdraw from it if the Organization has consented to a suitable alternative.

(3) Options

1. The Organization, if it is unable to commit itself immediately to a firm offer, may propose an option to the interpreter and maintain that option until such time as the interpreter calls upon that Organization to confirm it as a firm offer.
2. The interpreter, in accepting such an option, thereby undertakes to accord priority to the Organization for the period concerned until such time as either the offer is confirmed as a firm offer or cancelled.
3. Should servicing of the meeting no longer be required, the Organization shall inform the interpreter as soon as possible and release that interpreter from the option.
4. Organizations should endeavour to restrict the number of options to their expected requirements. Similarly, interpreters should refrain from accepting more than one option for the same period.

(4) Competing offers

1. The interpreter, if offered work elsewhere for part or all of the period covered by an Organization's option shall request the Organization to confirm its own option as a firm offer before accepting any other option or offer.
2. When an interpreter requests confirmation of an option as a firm offer, the Organization shall, within 24 hours of the first working day of receipt of the interpreter's request, provide a response and shall endeavour either to confirm the option as a firm offer or to cancel it and thereby release that interpreter.
3. In the absence of a response from the Organization by the deadline referred to above, that option shall automatically be deemed to have lapsed.

(5) Payment of indemnity

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

Letters of appointment

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

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

Privileges, immunities and responsibilities

10. When working for Organizations of the United Nations Common System, short-term conference interpreters:[\[3\]](#)

(a) By virtue of their contract, shall have the status of officials, pursuant to the Convention on the Privileges and Immunities of the United Nations, the Convention on the Privileges and Immunities of the Specialized Agencies and relevant agreements with host countries, as applicable to each Organization, and therefore enjoy the privileges and immunities, and have the responsibilities, pertaining to that status;

(b) Shall be bound by the strictest confidentiality and secrecy, which must be observed towards all persons with regard to information gathered in the course of professional practice.

Professional domicile

11. The following provisions are established with respect to professional domicile:

(a) For the purpose of this Agreement, the professional domicile of the short-term conference interpreter is the domicile for which that interpreter declares her/himself local;

(b) The professional domicile of short-term conference interpreters who are members of AIIC shall be published in the AIIC Yearbook. The Organizations shall request an interpreter who is not a member of AIIC to declare that interpreter's professional domicile, which shall be applicable to every Organization that is party to this Agreement. Any such interpreter may have only one professional domicile at any one time and may change it only for consecutive periods of no fewer than six months. Employment conditions shall be governed by the professional domicile of the interpreter at the time employment is offered, irrespective of that interpreter's home address or actual place of residence;

(c) AIIC's professional delegations shall liaise with the Organizations to ensure that AIIC's list of all short-term conference interpreters' declared professional domiciles is kept up to date. Organizations shall provide information upon request and with the concurrence of the interpreter concerned, but cannot assume responsibility for any inaccuracies. Any breaches of the rules governing professional domicile shall be corrected through AIIC's appropriate disciplinary procedures, as applicable.

Cancellation and termination of appointments

12. When an Organization terminates or cancels the appointment of a short-term conference interpreter, the following provisions shall apply:

(a) For reasons such as ill health,[\[5\]](#) abandonment of appointment or assigned function, misconduct, unsatisfactory service or the discovery of facts anterior to the appointment of the staff member which, had they been known at that time would, under the principles

established in the Charter and the Staff Regulations and Rules, have precluded her/his appointment, the short-term conference interpreter shall be paid such indemnities as are provided for in the Staff Regulations and Rules of the Organization applicable to short-term or temporary staff;

(b) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraphs 12 (e) and (g) below, if the cancellation of a monthly contract is communicated more than 15 days before the beginning of the appointment, or more than 30 days for a daily contract, the short-term conference interpreter shall be paid an indemnity equal to 50 per cent of the salary for the period set out in the letter of appointment or other document which would be issued by the appropriate authority within the Organization concerned at the time that the engagement of the short-term conference interpreter is confirmed;

(c) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraphs 12 (e) and (g) below, if the cancellation of a monthly contract is communicated 15 days or less before the beginning of the appointment, or fewer than 30 days for a daily contract, the short-term conference interpreter shall be paid an indemnity equal to 100 per cent of the salary for the period set out in the letter of appointment or other document issued by the appropriate authority within the Organization concerned at the time that the engagement of the short-term conference interpreter is confirmed;

(d) For any reason other than in subparagraph 12 (a), and without prejudice to subparagraph 12 (e) below, if the cancellation is communicated after the beginning of the appointment, the short-term conference interpreter shall be paid an indemnity equal to 100 per cent of the salary derived from that engagement in respect of the unexpired period;

(e) As a consequence of the cancellation of meetings owing to circumstances of force majeure which prevent either party, for reasons beyond their control and independent of their will, from fulfilling their obligations,^[6] the Organization shall pay the short-term conference interpreter an indemnity equal to 50 per cent of the salary for the period set out in the letter of appointment, if said cancellation is effected 30 days or fewer prior to the scheduled starting date of the appointment.

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

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

III. Remuneration policy

13. The remuneration of short-term conference interpreters employed by Organizations party to the Agreement is specified in Annex A hereto.

14. Appointments shall be formalized by the issuance of a contract by Organizations. The contract shall indicate the specific period of engagement and the number of days to be paid, as well as the applicable remuneration rate.

15. Subject to the provisions of this Agreement, specifically paragraph 32 (Workload), one daily rate shall be payable to the interpreter for each contract day, a day being defined as a 24-hour period from midnight to midnight or part thereof (including public holidays within the period of contract).

16. By reference to the seven-day weekly calendar, the sixth and seventh days shall also be paid to interpreters when they are under contract outside their professional domicile.

17. Similarly, such sixth and/or seventh days shall be paid to interpreters under contract at their professional domicile if the employing Organization has requested them, either at the time of the firm offer or thereafter, to be available to work on those days. Such days shall be paid irrespective of whether any such interpreter is actually assigned to work on those days.

18. The salary rates set out in Annex A are net of both income tax and staff assessment.[\[7\]](#)

Daily remuneration rate

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

Monthly remuneration rate

20. The following provisions shall apply with respect to monthly rates:

(a) A short-term conference interpreter employed by an Organization for a continuous period of 60 days or more shall be employed from the first day on the basis of a monthly appointment and the monthly rate conditions;

(b) When a period of employment at daily rates is extended in such a way that the extension, together with the original duration of the contract, exceeds 60 days, the provisions governing monthly appointments shall apply from the 61st day;

(c) For short-term conference interpreters employed on monthly appointments, leave shall accrue at the rate specified in the Staff Regulations and Rules of the employing Organization and pro rata for each part of a month. The Organization may indicate the periods falling within the employment period when the accrued leave must be taken, provided that the short-term conference interpreter is given at least 15 days' notice;

(d) At the end of an appointment, the unused leave days shall be paid in accordance with the Staff Regulations and Rules of the employing Organization.

Remuneration during travel

21. The following provisions shall apply with respect to remuneration during travel:

(a) The travel rules applicable to the regular staff of an employing Organization shall be applicable to the travel of short-term conference interpreters;

(b) When a short-term conference interpreter is required to travel to a duty station away from her/his professional domicile, s/he shall be equally entitled to the applicable subsistence allowance in accordance with the policy and practice for regular staff of the employing Organization.

(c) For the purposes of this Agreement, authorized travel time of short-term conference interpreters is work time for all purposes, as for regular staff. The travel dates shall be specified in the contract whenever possible. Accordingly, except where it is agreed in advance that any necessary travel can reasonably be accomplished during the period of assignment, a short-term conference interpreter recruited from outside the duty station shall be paid one half of the relevant rate in Annex A in respect of the calendar day preceding the beginning of her/his assignment and one half-day's salary in respect of the calendar day following the end of her/his assignment. For any full calendar day of travel time, including authorized stopovers and rest periods, as detailed in paragraph 26 below, the short-term conference interpreter shall receive a full day's salary.

IV. Travel conditions

General

22. Except as may be otherwise provided in this Agreement, the travel rules applicable to the regular staff of the employing Organization while on official travel shall be applicable to the travel of short-term conference interpreters. In cases of non-local recruitment, travel shall be provided for the short-term conference interpreter to proceed from her/his professional domicile (or from another place within the same cost) to her/his place of work and return. This provision shall not preclude any arrangement whereby costs may be shared between the employing Organization and a previous or subsequent employer in instances when the periods of employment are consecutive. The Organizations shall make every effort to ensure uniformity of practice in respect of travel rules.

23. No travel shall take place without a travel authorization, including prior medical and security clearances where applicable. The hiring Organization shall not be held liable in the event that a short-term conference interpreter does not provide appropriate medical certification prior to her/his engagement. Failure to do so shall result in the withdrawal of the offer or termination of appointment without compensation. The employing Organization shall inform the short-term conference interpreter of these requirements at the time of the proposal of work.

24. When an Organization offers the short-term conference interpreter a contract, it shall inform her/him of the travel arrangements it intends to make. This information can be provided via the offer of appointment or other official written communication, such as e-mail notification. If the short-term conference interpreter accepts the contract, s/he shall also accept whatever travel arrangements are made, unless her/his professional obligations prior to or subsequent to her/his contract are such as to render impractical, in the opinion of the Organization, participation in such arrangements.

25. Applicable DSA shall be payable to the short-term conference interpreter during the length of the assignment while on travel status, including any travel days in addition to the normal length of the assignment which s/he is required to spend away from her/his professional domicile by reason of the travel arrangements authorized by the employing Organization.

Stopovers and rest periods during air travel

26. In scheduling the departure of an interpreter for a meeting, the employing Organization shall ensure that when travel takes place by air, or mostly by air, the departure takes place sufficiently early that (in the case of a journey with no intermediate stop-overs):

1. If the scheduled travel time for the journey is between six and ten hours, the interpreter is not required to commence duty within 12 hours after arriving at the duty station;
2. If the scheduled travel time is more than ten hours, the interpreter is not required to commence duty within 24 hours of arriving at the destination;
3. Minor variations from these minima arising from scheduled flight timetables (for example, infrequency of flights) shall be acceptable within reason, subject to agreement before the journey begins;
4. Subject to paragraphs 21, 22 and 24 above, the interpreter shall be entitled to utilize these rest periods either at the destination or in the form of stopovers en route.

Daily subsistence allowance

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

V. Social security

Social security

28. The remuneration rates for short-term conference interpreters set out in Annex A are net of tax and include a social security element of nine per cent. At the written request of the short-term conference interpreter and subject to the Organization's rules, a percentage of the short-term conference interpreter's emoluments may be withheld by the employing Organization and paid in the name of the short-term conference interpreter into an applicable scheme such as the *Caisse de Pensions des Interprètes et Traducteurs de Conférence* or the *Caisse de Prévoyance des Interprètes de Conférence*.

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

29. To the extent possible, and subject to the rules of the employing Organization, short-term conference interpreters may be allowed to participate in a loss of earnings and insurance scheme for illness or injuries occurring during their respective appointments.

30. With respect to sick leave, Organizations may grant reasonable leave as provided for other temporary staff under the applicable Staff Rules, and within the terms and duration of the contract in force without any related obligation for the Organization (such as in respect of hospitalization, insurance, etc).

VI. Working conditions

Team strength

31.

(a) At no time shall fewer than two interpreters be assigned ^[8] per booth.

(b) No interpreter shall be assigned as the only member of a team capable of providing relay from a given working language.

(c) In the case of two-language meetings^[9] serviced from one booth, at least three interpreters capable of working into both languages shall be assigned.

(d) In the case of the Arabic and Chinese booths, specifically referred to in paragraph 33 below, at least three interpreters shall be assigned to the booth, of whom at least two must be capable of working into two of the languages used.

(e) More interpreters shall be assigned when:

1. The language combinations are such that fewer interpreters would not be sufficient to cover them;
2. Numerous written presentations are to be given;
3. The technical or scientific nature of the conference calls for extensive in-session preparation.

(f) Teams including one or more Group II ^[10] interpreters should comprise enough experienced pivots in the same or other booths. Group II interpreters shall thus not be required to provide relay.

Workload

32.

(a) It shall be the responsibility of the employing Organization to ensure a normal workload for interpreters. In this context, a normal workload is one that complies with the conditions stipulated in the relevant resolutions of the United Nations, pursuant to the 1974 report of the Joint Advisory Committee, which established these workloads.

(b) Accordingly, no interpreter shall be called upon to work at more than two meetings per day. There shall be a break for a period of no shorter than one and a half hours between such meetings.

(c) Similarly, no interpreter shall be assigned for more than two and a half to three hours from the time when that interpreter is required to be on duty. An interpreter who has been summoned to duty and has arrived at the place of assignment at the scheduled time of assignment shall be deemed to have been assigned, even if the meeting to which that interpreter has been summoned has concluded or has been cancelled in the meantime.

(d) Similarly, no interpreter shall be called upon to work more than eight meetings on average per week, a week being a period of seven consecutive days. For periods of employment of fewer than five days, a normal workload is five meetings in a three-day contract, or a maximum of seven meetings in a four-day contract. The maximum period over which meetings may be averaged shall not exceed two consecutive weeks. For ease of reference, a table indicating the respective number of assignments is attached as Annex C.

(e) Short-term conference interpreters should, whenever possible, be given reasonable notice of meetings outside normal working hours.

(g) Except on the last day of contract, for the purposes of workload calculation, and without prejudice to the maximum weekly workload established in this paragraph, a late-hour meeting straddling more than one day shall count as one meeting only and towards day one.

(h) Interpreters assigned after 20h00 shall have a break of at least 12 hours.

(i) If, in a genuine emergency, an Organization is unable to implement the above provisions regarding weekly workload and if adequate time off cannot be given within the short-term conference interpreter's period of employment in accordance with subparagraph 32(d) above, it shall grant that interpreter compensation in accordance with the terms set forth in Annex D.

33. Except for two-language meetings serviced from one booth, there shall be one booth, working in one direction only, for the official languages of the Organization concerned. However, owing to a shortage of multilingual interpreters with Arabic and Chinese, it may be necessary in the case of these two languages to use a two-way booth working both into the language concerned and from it into one of the other languages of the meeting, the remaining booths working from the interpretation in relay. The Organizations and AIIC agree that this method is unsatisfactory and that it should be used only in the case of the two official languages stipulated above as well as of any non-official language of the Organization concerned for which no multilingual interpreters are available to work from that language.

Disclaimer for broadcasting

34. For the purpose of this Agreement, the term “broadcasting” refers to transmission by television, radio and webcasting^[11] for on-line use or for downloading, as appropriate

under arrangements for access, in accordance with the policy of the employing Organization.

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

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

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

Technical installations

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

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

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

38. In planning for the construction or modification of booths and/or equipment for simultaneous interpretation, Organizations shall make every effort to comply with the latest version of the relevant standards, keeping in mind the need for uniformity of equipment and facilities within the Organizations.

VII. Discipline

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

VIII. Settlement of disputes

40. Every effort shall be made to resolve disagreements between Organizations and short-term conference interpreters in an informal and expeditious manner with a view to settling them without recourse to the procedures outlined in paragraph 42 below.

41. Disputes between a short-term conference interpreter and an Organization arising out of the application of an individual letter of appointment shall be settled through the relevant procedures and under the same conditions applicable to the regular staff of the Organization concerned, or any other procedure provided for in the letter of appointment or in this Agreement.

42. Disputes between AIIC and an Organization or Organizations arising out of the interpretation or application of this Agreement shall, in a first stage, be the subject of direct conversations between AIIC and the Organization or Organizations concerned, with a view to settling the dispute; if no settlement can be reached, the two parties shall refer the matter as rapidly as possible to a jointly agreed third party for an opinion. On the basis of that opinion, the parties shall endeavour to find, within a reasonable time frame, a mutually acceptable solution.

IX. Other provisions

Training

43. Organizations should facilitate the participation of short-term conference interpreters in training programmes provided to regular interpretation staff, provided that such participation shall carry no cost or administrative burden for the Organizations.

Professional delegations

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

Official circulars and employment data

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

Signed on 3 March 2014 by: Franz Baumann, Assistant Secretary-General for General Assembly and Conference Management, United Nations Representative of the Organizations of the United Nations System

Signed on 3 March 2014 by: Linda Fitchett, President, *Association Internationale des Interprètes de Conférence*

Signed on 3 March 2014 by: Remo Lalli, Secretary, High Level Committee on Management Secretariat of the Chief Executives Board for Coordination

Annex A

Remuneration Policy and Schedule of Rates

I. Definition of rates

Headquarters rate

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

World rate

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

II. Methodology for the calculation of daily rates

Headquarters rates

3. At the beginning of each calendar year, a common daily base rate (hereinafter referred to as the “base rate”) shall be derived from the United Nations salary scale for professional category staff promulgated by the International Civil Service Commission (ICSC). This salary scale provides a common annualized base salary pay scheme for professional category staff of the United Nations Common System worldwide.

4. The base rate is P-4, step VI, net dependency salary compressed into 221 working days. The base rate is common for all duty stations, as the United Nations salary scale is common to all staff worldwide.

5. A social security element of nine per cent of the base rate is to be added.

6. At the beginning of each year, the post adjustment multiplier to be applied to the common base rate in order to derive each duty station’s daily rate shall be the average of the previous year for each duty station.

7. The post adjustment applicable at each duty station shall be added to the base rate (see paragraph 4). The combination of base rate plus applicable post adjustment plus the social security element, shall determine the total daily rate (hereinafter referred to as the “daily rate”) payable to short-term conference interpreters entitled to receive the headquarters rate.

8. As the rates are derived from the common United Nations salary scale for professional category staff, which is denominated in United States dollars, the schedule of rates shall be determined in United States dollars for each established headquarters duty station and then converted using the average of the previous 12 months’ United Nations operational rates of exchange (UNOREs).

World rate

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

10. The World rate shall be determined only in United States dollars.

IV. Non-regression clause

11. Non-regression shall apply to the mid-year revisions and annual re-calculations set out in paragraphs 20 to 22 below.

Establishment of duty station rates

12. Pursuant to the adoption of the present Agreement, the headquarters schedule of rates is expanded with two additional headquarters duty stations, Madrid and Montreal, with the corresponding rates established for Spain and Canada.

13. The establishment of any further duty stations classified by ICSC as “H” duty stations shall respond to operational requirements of a permanent and significant nature and would be carried out once a joint agreement between the Organizations and AIIC has been reached, following the parameters set forth in the present Agreement.

VI. Currency of payments

Headquarters rates

14. In letters of appointment, headquarters rates may, at the discretion of the Organization concerned, be expressed either in local currency or in United States dollars converted at the monthly UN operational rates of exchange, which yield that amount of local currency. The rate of used for payment purposes shall be the applicable monthly United Nations operational rate of exchange in force at the time.

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

World rate

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

VII. Daily rates payable from 1 July 2012

17. The schedule of daily rates effective 1 July 2012 shall be:

Headquarters rates

	Group I	Group II
Austria	USD 610.00	USD 407.00
	EUR 454.00	EUR 303.00
Canada	USD 618.00	USD 412.00
	CAD 622.00	CAD 415.00
France	USD 631.00	USD 421.00
	EUR 470.00	EUR 313.00
Italy	USD 613.00	USD 409.00
	EUR 457.00	EUR 305.00
Spain	USD 585.00	USD 390.00
	EUR 436.00	EUR 291.00
Switzerland	USD 788.00	USD 525.00
	CHF 704.00	CHF 469.00
United Kingdom	USD 680.00	USD 453.00
	GBP 429.00	GBP 286.00
United States	USD 633.00	USD 422.00

World rate

18. The daily World rate, denominated and payable only in United States dollars, effective 1 July 2012 shall be:

Interpreter I: \$ 616.00

Interpreter II: \$ 411.00

VIII. Adjustment of rates

Administration of the revision and adjustment of rates

19. The CEB Secretariat shall be responsible for the calculation of adjustments in the schedule of rates in accordance with the methodology prescribed under the Agreement as well as for their prompt notification to the Organizations and to AIIC. The Organizations

and AIIC shall be kept regularly informed of the post adjustment multipliers and relevant movements in the United Nations operational rates of exchange in the areas listed.

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

20. On 1 July each year, the average post adjustment multipliers for the previous 12 months for each established headquarters duty station shall be calculated and applied to the scale-derived common and fixed daily base rate established for each year, as described in paragraphs 3 to 6 of this Annex.

21. If an increase results from the mid-year recalculation, it shall be adopted and then converted again into local currencies by application of the 12-month average United Nations operational rates of exchange, where applicable. In such instances, the revised rates shall be effective as of 1 July.

Adjustment procedure for the World rate

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

Degree of ultimate rounding

23. The daily rates are calculated as follows: annual base salary of P4 step 6 (dependency rate) divided by 221 PLUS a post adjustment amount calculated using the average post adjustment multiplier of the previous 12 months (rolling average of the mid-month values) PLUS a social security element equal to 9 per cent of the base salary. The resulting rates in US dollars are converted into local currency using the average UNORE of the previous 12 months (rolling average of the mid-month values). Rounding to the nearest whole unit of currency is to be applied once only, at the end of the calculation.

24. The rounding of the rates is only done at the end (on the aggregated values) to the nearest whole number (no intermediate rounding of any sort).

25. The conversion of the non-rounded USD-denominated daily rates into local currencies is done by application of the UN operational rates of exchange (UNOREs) to the non-rounded aggregated USD rates (mid-month values of the 12-month rolling average UNOREs). The UNORE-converted local currency values are then rounded to the nearest whole number (again at the end of the conversion value instance).

IX. Beginners

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

X. Restricted teams

25. Members of restricted teams shall be paid 160 per cent of the daily rate otherwise applicable. In a two-way booth at a bilingual meeting of more than an hour and a half [\[14\]](#)

serviced by two interpreters instead of three, the restricted team rate shall apply. In a bilingual meeting, interpreters in a two-way booth working for less than an hour and a half^[15] shall be paid the standard rate.

Annex B

Classification of interpreters (Group I and Group II)

Definition

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

Exceptions

5. While it is considered desirable in principle that all interpreters other than those listed in paragraph 2 above should be classified as Group II, it is agreed that:
 - (a) Interpreters living and working in areas such as South America where the application of this Annex is impractical should normally be classified as Group I and this classification shall remain valid even if they subsequently work in an area normally subject to the provisions of the Annex;

(b) Interpreters working in the Chinese booth who had traditionally been seconded by their Government should continue, for work in this booth, to be classified on the basis of information received from the country concerned.

Beginner salary rates

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

Conditions of employment

7.

(a) Group II interpreters shall not be assigned to work as pivots or as members of restricted teams, nor shall a booth be staffed entirely by such interpreters;

(b) Employment of Group II interpreters by the Organizations shall not exceed 10 per cent of their collective total team strength in any year. The CEB secretariat shall annually supply statistics on the employment of such interpreters.[\[17\]](#)

Reclassification to Group I status

Eligibility

8. Group II interpreters shall normally apply for reclassification after having completed 200 days of work for United Nations system Organizations, or if they can reasonably expect to have completed 200 days by the next meeting of the Classification Board referred to below. The application shall be made to the Chief Interpreter (or person responsible for the interpretation service) of the Organization which is the interpreter's principal employer, who shall transmit the application to the Board. If an Organization considers a Group II interpreter's work to be of sufficiently high standard, it may suggest that s/he apply for reclassification after fewer than 200 days. Account may also be taken of experience in other international organizations or conferences applying similar recruitment standards. In no case, however, may a Group II interpreter be considered eligible for reclassification before s/he has worked for 100 days with United Nations Common System Organizations.

9. All Group II interpreters are required to apply for reclassification before completing 300 days of work with United Nations Common System Organizations.

Reclassification procedure

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

11. The Classification Board shall normally meet three times a year, and shall be convened and coordinated by the Chief of Interpretation Services, United Nations Office

at Geneva. Board members not wishing to be present may send their comments in writing to the Coordinator or be represented by another Organization.

12. Lists of eligible candidates who have applied for reclassification shall be circulated to all participants and AIIC one month prior to each meeting.

13. The functions of the Classification Board shall be:

(a) To give a ruling on any issues raised under paragraph 3 above, after making enquiries, as necessary;

(b) To decide, on the basis of their experience with each candidate, whether that candidate's work has reached the standard of proficiency required for her/his reclassification to Group I status, the standard of proficiency for reclassification being the equivalent of the level Organizations would require for the recruitment of a staff interpreter.

14. The Board, by consensus and with a quorum of five members present or represented by another Organization, may decide:

(a) That the candidate's work has reached the required standard and that s/he is reclassified accordingly; or

(b) That the candidate's work as a whole has not yet reached the required level but that s/he is invited to apply again before s/he has completed 300 days of work for Organizations of the United Nations system; or

(c) That her/his work is such that s/he should not be employed further in Organizations of the United Nations system.

15. The Board shall prepare a report conforming to a standard presentation giving the reasons for its decision, a copy of which shall be sent to the candidate.

16. The Coordinator shall communicate the decisions of the Board, whether or not the candidates have been reclassified, to the chiefs of the competent units of the Organizations with a copy to the AIIC Secretariat.

17. Approved reclassifications shall have effect from the date of the decision taken on the subject by the Classification Board.

Recourse

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

19. An inter-Organizations' board of examiners shall be established composed of permanent interpreters delegated by the participating Organizations, under the chairmanship of a representative of the administrations. AIIC shall be represented by an observer.

20. An application for admission to a reclassification examination shall be submitted by the short-term conference interpreter to the Chief Interpreter or person responsible for the interpretation service of the Organization which is her/his principal employer. The Chief Interpreter or person responsible for the interpretation service, in agreement with the human resources service of the said Organization, shall initiate the reclassification examination procedure in accordance with the rules agreed upon between the Organizations. Alternatively, the short-term conference interpreter may address her/his application for reclassification directly to the Training and Examinations Section, United Nations Office at Geneva. The board of examiners shall be convened as soon as possible.

21. The rules of the reclassification examination shall be as follows:

(a) The various tests constituting the examination shall be regarded as forming an indissoluble whole;

(b) The examination shall consist of interpretation, from two passive languages, of passages from two statements — a general statement and a more specialized statement — made in each of those languages. Each of the four tests shall last about 10 minutes;

(c) All tests shall be based on statements delivered at a normal speed and of reasonable difficulty. The candidate shall be given an opportunity to listen to the recordings for a few minutes before beginning to interpret. S/he shall be informed, before the start of each test, of the subject of the statement to be interpreted and the purpose of the meeting for which it was made;

(d) The candidate shall have a choice between the following options for the general texts:

(i) Laboratory recording of her/his interpretation from tape recordings; or

(ii) Interpretation from tape recordings before the board of examiners; or

(iii) Recording, without the candidate's knowledge, of the interpretation s/he has actually given in a meeting, and simultaneous recording of the original;

(e) For the specialized texts, the subject of each of the statements to be interpreted and the name of the body in which it was made shall be communicated to the candidate in advance so that s/he may prepare for the test;

(f) In view of the technical difficulties of the method described in subparagraph (d) (iii), the candidate shall be duly informed that it may entail delaying the date on which the board of examiners is convened.

22. The report that the inter-Organizations' board prepares after the examination shall give the reasons for its decision and shall conform to a standard presentation.

23. The Training and Examinations Section of the United Nations Office at Geneva shall transmit to the candidate and to the Classification Board a copy of the report of the board of examiners.

24. The Training and Examinations Section of the United Nations Office at Geneva shall communicate the results of the examination, whether the candidate has been reclassified or not, to the chief of the competent units of the Organizations of the United Nations Common System, with a copy to the AIIC Secretariat.

25. The reclassification of short-term conference interpreters shall have effect from the date of the decision taken on the subject by the inter-Organizations' board of examiners.

Annex C

Number of Assignments Per Contract Duration

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

Annex D

System of Compensation for Extra Workload[\[18\]](#)

1. Paragraph 32 of the Agreement specifies the normal workload of interpreters, and all Organisations have agreed that it is their responsibility to implement its provisions. It however also recognises that genuine emergencies may arise when this is impossible and envisages compensation, preferably in the form of time off, for interpreters when they have worked more than « normal ».

2. There is no such thing as a planned emergency. Therefore, whether in the form of time off to compensate for extended meetings (when a relief team should have been provided) or in cash to compensate for an excessive weekly workload when no other interpreters were available, compensation should be less attractive than adequate advance planning.

3. Compensation should however not be punitive, nor should it be based on a “once and for all” flat rate (such as the restricted team rate) but should depend on the amount of extra work required of the individual interpreter and the degree of planning error on the part of the Organisation.

4. Excess workload may take two forms: either the interpreter has been required to work at meetings lasting longer than the normal “two and a half to three hours from the time when the interpreter is required to be on duty”, or he has been required to work more than “8 meetings on average per week” stipulated in the Agreement.

5. Extended meetings: an “extended” or “long” meeting can be defined as a meeting or series of meetings which have lasted more than three hours (plus a grace period of 5 to 10 minutes) since the time when the interpreter was required to be on duty.

Compensation for extended meetings

6. Any **two** extended meetings worked during the interpreter’s contract period shall count as three meetings for the purpose of calculating the weekly workload.

7. In such an emergency, a meeting lasting for more than four hours would count as two meetings, while all-night end-of-negotiation meetings would have to be calculated pro-rata.

8. The addition of one more interpreter per booth to make up for a long meeting is contrary to the Agreement and cannot be considered as “compensation”.

9. Extra meetings: extra meetings are meetings which are in excess of the average weekly workload, pro-rata to the number of days of contract, after taking into account of any compensation-in-time for extended meetings, and which cannot be compensated for by time-off during the period of employment. Compensation-in-time cannot be carried over from one contract period to another.

Compensation for extra meetings

10. Compensation shall take the form of one or more additional rest days being added to the contracts enabling the interpreter having suffered from a genuine emergency to adequate paid time off for recuperation.

11. Paid time off for recuperation shall be at the rate of one full day’s pay for each interpreter concerned per extra meeting.

Annex E

Provisions Governing Broadcasting of Interpretation

1. All meeting participants shall be made aware of the specific circumstances faced by interpreters in the event of broadcasting and shall be informed of the importance of:

1. making written speeches available to interpreters well in advance;
 2. delivering statements at a reasonable speed.
2. If the Organization deems that an audio/video record of a meeting is not of sufficient quality or accuracy, the Organization may either:
1. refrain from releasing such record; or
 2. arrange, in exceptional circumstances, for re-recording of the relevant parts of such record, provided that it is technically feasible.
3. If an interpreter is required for the re-recording of any part of the proceedings, such re-recording shall be undertaken on the basis of mutually agreed conditions.
4. Interpreters shall be informed, at the time the offer of work is made, that their work may be broadcast, it being understood that, in principle, Group II interpreters should not be assigned to broadcast meetings.
5. If numerous written presentations are to be given, an additional interpreter shall be assigned in each booth for broadcast meetings, pursuant to paragraph 31(e)(ii) of this Agreement.
6. To the extent possible, Organizations should ensure that recordings of the interpretation clearly relate to the immediate context of the meeting.
7. Organizations wishing to make such recordings available on their websites for an unlimited period of time shall ensure that appropriate verification and correction measures are in place, such as those described in paragraph 2 above.
8. Recordings shall be used only to further the mission of the Organization(s) concerned.
9. To the extent possible, written verbatim records shall not be discontinued in favour of recordings of interpretation. [\[19\]](#)

Annex F

Organizations party to the Agreement

United Nations
 (including its Departments, Offices[\[20\]](#) and Regional Commissions[\[21\]](#), as well as Funds and Programmes[\[22\]](#), and other entities administered by the United Nations Secretariat[\[23\]](#))

International Labour Organization (ILO)
 (including its Regional Offices)

Food and Agriculture Organization of the United Nations (FAO)

United Nations Educational, Scientific and Cultural Organization (UNESCO)

World Health Organization (WHO)
(including its Regional Offices and Programmes)[\[24\]](#)

International Civil Aviation Organization (ICAO)

Universal Postal Union (UPU)

International Telecommunication Union (ITU)

World Meteorological Organization (WMO)

International Maritime Organization (IMO)

International Fund for Agricultural Development (IFAD)

World Intellectual Property Organization (WIPO)

United Nations World Tourism Organization (UNWTO)

World Food Programme (WFP)

Joint United Nations Programme on HIV/AIDS (UNAIDS)

Preparatory Commission for the Comprehensive Nuclear-Test-Ban

Treaty Organization (CTBTO Preparatory Commission)

Association Internationale des Interprètes de Conférence (AIIC)

Annex G

Organizational entities to which the Agreement applies

Office of the UN High Commissioner for Human Rights (OHCHR)

United Nations Office for Project Services (UNOPS)

United Nations University (UNU)

International Trade Centre (ITC)

International Criminal Tribunal for the Former Yugoslavia (ICTY)

International Criminal Tribunal for Rwanda (ICTR)

United Nations Compensation Commission (UNCC)

Pan-American Health organization (PAHO)

International Agency for Research on Cancer (IARC)

The Onchocerciasis Control Programme (OCP)

United Nations Industrial Development Organization (UNIDO)

International Atomic Energy Agency (IAEA)

World Trade Organization (WTO)

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

[2] Mandated activities of organizations party to this Agreement are defined in, or derive from:

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

[3] IFAD reserves its position with regards to the status granted to its short-term conference interpreters under the Convention on Privileges and Immunities of Specialized Agencies and possible reimbursement of tax if it were to be levied. IFAD shall not be responsible for national income tax levied.

[4] In connection with the reference to the Convention on the Privileges and Immunities of the United Nations, the term “officials” instead of “temporary staff members” is used here for the purpose of simplicity. It is understood that the term “officials” includes “temporary, or short-term, staff members”.

[5] In such cases the Organizations shall endeavour to find a way to ensure that the insurance coverage does not cease.

[6] In case of doubt as to the applicability of this article, parties shall confer and come to an agreement.

[7] FAO and IFAD reserve their position as regards the question of possible reimbursement of tax if it were to be levied.

[8] In the context of team strength, an interpreter assignment is the posting of one interpreter to one meeting.

[9] UNESCO reservation: for meetings lasting more than 2 hours.

[10] *Interpreters classified in Group II are defined by AIIC as “beginners” (see Annex B).*

[11] *“Webcasting” also refers to “web-streaming”, “video-streaming” and “placing of video-records on an organization’s website”.*

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

[13] *For the United Nations, short-term interpreters engaged to work for any continuous period of 31 days or more shall be employed from the first day on the basis of a monthly appointment in accordance with the administrative policies and Staff Regulations and Rules of the United Nations, similar to all other staff engaged on monthly contracts, and irrespective of the actual number of calendar days in the month concerned or whether the first working day falls on the first calendar day of the month. Likewise, when a period of employment at daily rates is extended in such a way that the extension, together with the original duration of the contract, exceeds 31 days, the provisions governing monthly appointments shall apply from the thirty-first day.*

[14] *UNESCO reservation: for meetings of more than 2 hours.*

[15] *UNESCO reservation: for meetings of less than 2 hours.*

[16] *Interpreters classified in Group II are defined by AIIC as “beginners”.*

[17] *IFAD reserves its position with regards to the limitation imposed on the recruitment of Group II interpreters to no more than 10 per cent of the collective team strength of its short-term conference interpreters in any year.*

[18] *Pursuant to the Appendix of Document ACC/1991/PER/CM/14.*

[19] *The WTO, which accepted to apply the Agreement (Annex G), declares with regard to the terms of Annex E “Provisions Governing Broadcasting of Interpretation”, that paragraph 9 of that Annex shall not apply to the WTO.*

[20] *UNOG, UNOV, UNON.*

[21] *ECA, ECE, ESCAP, ESCWA, ECLAC.*

[22] *UNHCR, UNICEF, UNCTAD, UNDP, UNEP, UN-HABITAT, UNODC, UNFPA, UNRWA.*

[23] *OHCHR, UNOPS, UNU, ITC, ICTY, ICTR, UNCC (see also Annex G).*

[24] *AFRO, AMRO/PAHO, EMRO, SEARO, WPRO, IARC, OCP (see also Annex G).*

7.3. AIIC-EU Convention

AIIC-EU Convention

Agreement on working conditions and the pecuniary regime for auxiliary conference interpreters recruited by the Institutions of the European Union

Published: July 14, 2008 Last updated: December 2, 2015

The European Parliament, the Commission and the Court of Justice, acting on behalf of the institutions and bodies of the European Communities, of the one part;

The International Association of Conference Interpreters (AIIC), representing the associations recognised as representative of the conference interpreting profession within the meaning of the call for expressions of interest (CEI), of the other part;

Having regard to the results of the CEI published in the Official Journal of the European Communities No C 256 of 14 August 1998;

Having regard to the negotiating briefs given by auxiliary conference interpreters (ACIs) approved by the institutions and by the associations recognised as representative of the conference interpreting profession within the meaning of the CEI;

Stressing the continuity of the agreements concluded between the AIIC and the institutions since 1 January 1969, particularly as regards social security arrangements;

Whereas ACIs have been serving the institutions since 1952;

Whereas ACIs are subject to Community tax, under Council Regulation No 260/68;

Having regard to Article 90 [\[2\]](#) of the CEOS,

Have agreed as follows:

Article 1 - Scope of the Agreement

This Agreement shall apply to ACIs, wherever they are assigned, recruited by the European Parliament or the Commission or the Court of Justice, on their own account or on behalf of the other institutions and bodies of the European Union and for the agencies governed by Community law established by the Treaties or secondary legislation (hereinafter referred to as “the institutions”).

Recruitment shall be subject to the conditions laid down in the rules relating to ACIs applicable to the institution where they are providing their services.

This Agreement shall be general in scope and shall not be subject to any geographical restriction.

All parties to this Agreement shall, within their own areas of competence, ensure that all these provisions are complied with and are properly implemented.

Title I: General conditions governing the recruitment of ACIs

Article 2 - Conditions of recruitment

Any beginner ACI [3] accredited after the entry into force of the amended Agreement under the second paragraph of Article 1 of this Agreement shall complete 250 days' work for the institutions before being recognised as an experienced interpreter.

Article 2a - Confidentiality clause

ACIs shall be bound by the strictest secrecy, which shall be observed towards all persons and with regard to all information disclosed in the course of the practice of the profession at any gathering not open to the public.

Article 3 - Consecutive interpretation

Since consecutive interpreting is an essential skill for a conference interpreter, all ACIs shall be required to undertake this form of interpreting at meetings of the institutions. This requirement shall not apply where a duly proven physical disability exists.

Article 4 - Professional and language training

ACIs who work regularly for the institutions may attend further training courses (notably in the use of the terminology database interface) and language courses organised by the institutions for their staff, provided such attendance is compatible with the smooth functioning of the institutions.

ACIs shall have access to training scholarships under the conditions established by each institution. These conditions shall be brought to the attention of ACIs by the appropriate means.

Article 5 - Recruitment policy

In the interests of both parties, the institutions shall endeavour, as far as possible, to maintain some stability in their recruitment policies, to recruit interpreters on a direct and individual basis and to avoid any sudden termination of service.

Title II: Emoluments

Article 6 - Daily remuneration

The daily fee for experienced ACIs shall be linked to the remuneration of an official employed in Brussels in grade AD12, step 5 [4]. It shall be one twentieth of the basic monthly salary of an official in that grade, multiplied by a factor of 0.9392638.

The daily fee for beginner ACIs shall be 72% of the fee paid to an experienced ACI.

The Interpretation Directorate-General shall inform the other parties to this Agreement immediately of any adjustment of fees resulting from the above provisions.

Article 7 - Flat-rate travel allowance

The flat-rate travel allowance shall be half the amount of the daily fee.

The terms and conditions under which this allowance is granted can be found in the implementing rules.

Article 7a - Flat-rate compensatory allowance

The flat-rate compensatory allowance shall be half the amount of the daily fee.

This allowance shall be payable for long-distance trips or itinerant missions.

Article 8 - Tax

Under Council Regulation (EEC, Euratom, ECSC) No 260/68, fees paid to ACIs shall be subject to Community tax and, within the scope of Article 13 of the Protocol on Privileges and Immunities, exempt from national tax.

Article 9 - Daily subsistence allowance

ACIs on assignments outside their local area, i.e. over 60 km from their professional domicile, shall receive an allowance equal to the daily subsistence allowance of officials of the institutions by which they are recruited. ACIs may, on presentation of a hotel bill, have hotel expenses reimbursed up to the ceiling laid down for such officials.

Where appropriate, ACIs shall receive a supplementary daily subsistence allowance.

Article 10 - Reimbursement of travel expenses

ACIs living outside the local area shall organise their travel with due regard to the best cost/efficiency ratio. Travel expenses shall be reimbursed upon presentation of the required supporting documents. If travel expenses are paid in advance, payment shall be in the currency in which the ticket was purchased.

Article 11 - Days not worked

Where the period (which may be up to three days) between two assignments is too short to allow ACIs to return to their professional domicile, they shall be paid two thirds of the fee provided for in Article 6 for each day not worked, plus the daily subsistence allowance provided for in Article 9.

Provided that the amounts laid down in the preceding paragraph do not exceed the cost of travel and the corresponding allowances, the same arrangement may apply where ACIs prefer to remain at the place of assignment.

ACIs wishing to have this Article applied must so inform the recruiting department(s) before the period during which they are not working begins.

Article 12 - Long-distance and tiring missions

Compensation is provided for particular missions. Further details can be found in the Rules for implementing certain provisions of the Agreement (*Modalités d'application de certaines dispositions de la Convention*).

Article 13 - Professional domicile

For the purposes of this Title, ACIs shall have no more than one professional domicile at a time. This professional domicile shall be declared no later than the first contract concluded. Any change must be communicated in writing and must relate to continuous periods of at least six months.

The professional domicile shall in principle be the point of departure and/or return of the ACI to and/or from the place of assignment.

The professional domicile of ACIs [\[5\]](#) shall be stated on the version of their CV accessible to users of SCICnet [\[6\]](#).

Article 14 - Cancellation

If the contract for which the ACI has been recruited is cancelled at least 60 days before the planned date, the ACI shall not be entitled to any fee or allowance.

In the event of cancellation by the recruiting department less than 60 days before the date of performance of the contract, the full fee shall be due for each day for which the contract is cancelled, with no other reimbursement.

Title III: Provident schemes

Article 15 - Provident scheme for old age/life provident scheme

The recruitment of ACIs shall entail payment of contributions to an old-age and life provident scheme. To that end, ACIs shall be affiliated to a scheme approved by the Commission.

Contributions shall comprise two components:

- the first, to be borne by the institution engaging the ACI, shall be 16.50% of the daily fee and, where appropriate, of the flat-rate travel allowance;
- the second, to be deducted from the daily fee and, where appropriate, from the flat-rate travel allowance, shall be 8.25% of the said fee and, where appropriate, of the said allowance.

Where, after having received formal notice to inform the Commission of the scheme to which old age and life provident contributions are to be paid, an ACI fails to do so, the

amount corresponding to these contributions, including both the employer's and the ACI's shares, shall be paid into a provident scheme of the Commission's choosing.

Article 16 - Sickness and accident insurance

The Commission shall conclude an insurance contract for ACIs against the risks of sickness and accident and consequent loss of income during the days worked for the European Union, days spent travelling to and from such assignments, and days not worked within the meaning of Article 11 above [7].

The institutions shall pay a contribution towards the cost of the insurance for each day that an ACI is recruited by them.

The insurance policy shall make provision for ACIs who so wish to be insured, without any financial contribution from the institutions, for days when they are not working for the Union.

The Commission shall consult all parties to this Agreement on the operational part of the invitations to tender which it launches for the provision or renewal of insurance cover.

Title IV: Methods of payment

Article 17 - Use of the euro

Payments to or on behalf of ACIs shall be made in euro by bank transfer. Should payment in euro create difficulties in a particular country, the Commission shall endeavour to resolve them as soon as possible; in the meantime it shall use the currency normally used in its financial dealings with that country.

Article 18 - Terms of payment

Payments shall be made:

1. within four weeks from the Saturday of the week in which the last day was worked as regards fees, allowances and expenses, after deduction of the contribution payable to the provident scheme to which the ACI is affiliated, the ACI's share of the sickness and accident insurance premium and any share of the allowances and expenses paid by another institution or a third party;
2. within eight weeks from the Saturday of the week in which the last day was worked as regards payments under the old-age and life provident arrangements.

On the third working day of the first week following that in which days were worked, the Commission shall pay 80% of fees due on account.

Title V: Relations between the signatory parties

Article 19 - Revision of the Agreement and consultation

Consultation between the parties shall take place whenever it is planned to amend the Agreement or its annexes. Such amendments shall take effect only from the date on which they are adopted in the form of an additional written agreement.

Consultations shall be organised at the request of either party to consider arrangements for giving effect to this Agreement and to exchange information.

Whenever consultation is requested or provided for, each party shall inform the other of the members of the delegation representing it. These delegations shall meet no later than six weeks after notification of the request. The parties hereby undertake to do their utmost to reach an agreement as quickly as possible.

Article 20 - Professional representatives

A delegation of professional representatives shall be appointed to monitor implementation of the Agreement in each institution that is party to this Agreement. The delegation shall send a list of its members to each institution. The institutions shall facilitate the work of these delegations, in particular by indicating the person competent to deal with the case in question. Meetings shall be organised at the request of the delegation or the institution concerned.

Article 21 - Trade union guarantees

The institutions party to this Agreement hereby undertake to avoid any discrimination in recruitment against members of the negotiating delegation, the delegations of professional representatives and any ACI with any other representation function.

Article 22 - Interpretation of the Agreement

Any dispute involving interpretation of this Agreement which it has not been possible to resolve under the consultation procedure provided for in Article 19 shall be settled by arbitration.

To that end each party shall appoint an arbitrator within four weeks of notification of a request from one of the parties for initiation of the arbitration procedure without prejudice to this Agreement and its annexes.

These two arbitrators shall, within three weeks, appoint a third arbitrator who does not have and never has had any links with any of the parties. These three persons shall form the board of arbitrators which shall have ten weeks from its establishment to settle the dispute by whatever procedures it considers most appropriate. If an arbitrator is not appointed within the above time limits, this shall be done by the President of the Court of Justice of the European Communities.

Title VI: Individual dispute settlement

Article 23 - Appeals

Pursuant to Article 117 [\[8\]](#) of the CEOS, individual disputes shall be referred to the appeal channels provided for in Title VII of the Staff Regulations.

Title VII: Working conditions

Article 24 - Rules of assignment and composition of teams

The rules governing the assignment of ACIs and the composition of teams shall be those applicable to permanent interpreters of the institution on whose behalf they are recruited, subject to the provisions relating to the last day of the assignment.

The institutions shall administer recruitment and draw up the assignment schedule for ACIs in such a way as to ensure quality and keep the number of relays to a minimum.

The second and third paragraphs of Article 19 shall apply automatically should there be any change in the language regime of the European Union or the rules governing the assignment of permanent interpreters.

Article 25 - Place of employment

The place of assignment of ACIs shall be laid down in the contract of employment.

If the needs of the service so require, the institutions may, after consulting the interpreter, change the institution or place of assignment stipulated in the contract. ACIs may be assigned to the place of their professional domicile should an assignment away from this domicile be cancelled.

Article 26 - Documentation

The institutions shall provide ACIs assigned to their meetings with all the available documentation necessary for their work.

Article 27 - Technical facilities

When designing or upgrading their technical facilities, the institutions hereby undertake to comply with ISO and CIE standards and specifications and, where appropriate, the standards and specifications adopted by common agreement with the bodies representing permanent interpreters and ACIs.

The institutions shall endeavour to comply with the above standards and specifications for meetings held outside their own premises. Similarly, ACIs shall refuse to work in facilities to which the institutions object on the grounds that they do not conform to the above standards and specifications.

As regards new technology, and without prejudice to the provisions of Article 27a, the parties to this Agreement shall ensure compliance, as far as possible, with the Code on the use of new technology in conference interpreting.

Article 27a - Remote interpretation

The provisions of the *Accord interinstitutionnel relatif aux dispositions applicables à la télé interprétation* (Interinstitutional agreement on the provisions applicable to remote interpretation), concluded between representatives of the Court of Justice, the European

Parliament and the European Commission, of the one part, and the representatives of official and auxiliary conference interpreters of the Court of Justice, the European Parliament and, with respect to the Commission, the OSPs and representatives of the ACIs, of the other, shall be applicable automatically.

Article 27b - Protecting the rights of ACIs and disclaimer

When the interpretation is recorded and made available to the public or broadcast, the institutions shall ensure that a declaration stating that the interpretation is intended to facilitate communication and cannot be considered an authentic reproduction of the discussions shall be included on the distribution media, in particular in cases of broadcast on the Internet. They shall also include a disclaimer stating that the interpreter declines all liability for any errors or omissions in the interpretation, with respect to the content of the original words spoken or the information on which they were based, or any losses caused by the use of the interpretation.

Title VIII: Final provisions

Article 28 - Duration of the Agreement

This Agreement is hereby concluded for an indefinite duration. It may be renounced by either of the parties subject to 12 months' notice.

In the event of renunciation, the consultations provided for in Article 19 shall be initiated automatically.

Article 29 - Amendment of rules

Each institution shall bring its rules governing ACIs into line with this Agreement.

Article 30 - Annexed documents and declaration

The rules for implementing certain provisions of this Agreement, the joint declaration by the institutions that are parties to it on the provision of technical assistance in the area of interpreting and the Decision of 20 June 2001 defining the concept of a beginner interpreter in the annex hereto shall form an integral part of this Agreement.

Article 31 - Entry into force

This Agreement shall enter into force on 1 September 1999.

Done in four copies at Brussels on 28 July 1999

For the institutions and bodies of the European Communities:

For the European Parliament:

Julian
Secretary-General

PRIESTLEY

For the European Commission:

Carlo
Secretary-General

Trojan

For the Court of Justice:

Roger
Registrar

GRASS

For the AIIC, authorised by the professional associations of interpreters recognised as representative within the meaning of the call for expressions of interest:

Malick
President of the AIIC

SY

The signature of the Court's representative on this Agreement in no way affects the Court's position as a judicial body.

Rules for implementing certain provisions of the Agreement

Article 1 - Scope of the Agreement

At the date of signature of the Agreement, the bodies referred to in Article 1 are as follows:

- European Foundation for the Improvement of Living and Working Conditions;
- European Centre for the Development of Vocational Training;
- European Environment Agency;
- European Training Foundation;
- European Monitoring Centre for Drugs and Drug Addiction;
- European Agency for Safety and Health at Work;
- Community Plant Variety Office;
- European Agency for the Evaluation of Medicinal Products;
- Office for Harmonisation in the Internal Market;
- European Police Office;
- Translation Centre for the Bodies of the European Union;
- European Monitoring Centre on Racism and Xenophobia;
- European Agency for Reconstruction;
- European Food Safety Authority;
- European Maritime Safety Agency;
- European Aviation Safety Agency;
- European Network and Information Security Agency;
- Eurojust.

The contracting parties will be informed of any changes to the list.

Article 7 - Flat-rate travel allowance

A flat-rate travel allowance is due when ACIs whose professional domicile is outside their place of assignment must travel on the eve of the first day of their assignment or are unable to return to their professional domicile before midnight on the final day of the assignment.

However, this allowance shall not be due if the ACI receives, for the same day, a daily fee (Article 6 of the Agreement) from the Community budget.

If ACIs have two consecutive contracts with two different institutions at two different locations, they will be granted the same treatment as if the change of location took place within the same institution.

Article 9 - Daily subsistence allowance

The 60 km distance (local area) is calculated on the basis of the official railway figures for the most direct route. The supplementary daily subsistence allowance equal to the daily subsistence allowance is due when the ACI cannot leave the place of assignment on the final day of the assignment.

If the ACI cannot obtain prepaid tickets from the accredited agency, the daily subsistence allowance shall be paid in advance if the ACI so requests.

If the ACI is sick at the place of assignment, the daily subsistence allowance shall still be paid and accommodation costs reimbursed.

The institutions shall reimburse the purchase of a hotel loyalty card as it is paid off.

Article 10 - Reimbursement of travel expenses

a) For the purposes of applying Article 10 of the Agreement, ACIs may choose the means of transport for the outward and return journey between their professional domicile and the place of assignment. The right to air travel is guaranteed for all journeys of over 300 km. The ACI determines the route and time of the journeys for the performance of contracts concluded with one or more institutions, the reimbursement of travel expenses and payment of any allowances due being limited, except in cases of *force majeure*, to the most direct route and the means of transport offering the best cost/efficiency ratio.

b) If the ACI can obtain prepaid tickets from the accredited agency (hereinafter referred to as “the agency”), no advance on travel expenses will be paid. In such a case, the fee (100%) and daily subsistence allowance(s) are paid within five working days of the final day of the contract.

In all other cases, travel expenses may be reimbursed in advance at the ACI's request (in accordance with Article 10 of the Agreement).

c) The use of the agency is optional.

d) If special arrangements are made for officials and other staff for meetings away from the institutions' usual places of employment, the same arrangements apply to ACI staff in the same team whose professional domicile is in one of these places of employment. They

will be informed of the specific arrangements as soon as possible and at all events in good time.

1. Procedure for reimbursement on presentation of supporting documents demonstrating travel costs incurred

- **By** **air**

a) For journeys of over 300 km or under 300 km when the overall cost of the plane ticket is less than the cost of a railway ticket for the same journey, a semi-flexible IATA ticket that can be exchanged and refunded with penalties – where the journey time is compatible with the requirements of the contract – including airport tax and the cost, without any supporting document being required, of a journey by public transport between the airport and the city centre.

Upon presentation of a semi-flexible ticket which can be reimbursed and exchanged subject to certain penalties, the ACI shall be automatically reimbursed, without further supporting documents being required.

The ACI is authorised to purchase a higher-category ticket in the following cases:

- i. if no semi-flexible rate exists;
- ii. if the semi-flexible rate is no longer available because:
 - the ACI has been recruited at short notice;
 - the contract and/or place of assignment has/have been changed;
 - the programme and the flight have been changed at the request or with the authorisation of the department.

In such cases, the ACI will benefit from an automatic reimbursement of the higher-category ticket. In all other cases, the ACI will have to provide evidence to justify the purchase of a higher-category ticket.

b) The institutions will bear all costs arising from a change of programme and/or contract, and/or the cancellation of a contract for which they are responsible, as well as in cases of *force majeure* or the illness of the ACI. The same applies if a relative of an ACI falls ill or dies, in accordance with the arrangements for officials of the institutions.

c) A business class ticket will be reimbursed for air travel lasting more than four hours (time spent in the air) to destinations outside the continent of Europe.

d) Circular tickets will be reimbursed to the amount of a return ticket between the professional domicile and the place of assignment.

- **Rail travel:** a full first-class fare, including special trains and double sleeper. The institutions shall reimburse the purchase of a rail subscription as it is paid off.
- **By car:** on the basis of the rail fare for the most direct route.

2. Supporting documents

a) The following count as supporting documents:

- air ticket or stub or the proof of reservation and payment of an electronic ticket and boarding cards;
- rail ticket for assignments for institutions which require this of their officials or a statement signed by the ACI that the journey was by rail where the regulations require the traveller to give up the ticket on arrival;
- a statement by the ACI that the journey was by private car; if the journey by car leads to an entitlement to the payment of a flat-rate travel allowance, the ACI shall provide evidence that the journey was made by car by any means at his or her disposal;
- as a general rule, any supporting document required of officials or other staff of the institution for which the ACI is working.

b) Supporting documents must contain the following information:

- name of the carrier;
- date of issue and of expiry of the ticket with the fare and the currency;
- the place of assignment to be shown as the place of arrival before the start of the contract and place of departure at the end of the contract;

where appropriate, the name of the ACI.

Article 12 - Long journeys and tiring missions

1. Long journeys

a) For Parliament and the Commission

Where the destination of travel has a time difference of more than four hours with respect to the place of departure and/or is in a different hemisphere, one day's rest at the place of assignment before the start of official work is granted to the ACI.

Where the ACI is contracted for the day following the return from a mission which has included long-distance travel, they will not be assigned to a meeting.

However, if the ACI is not contracted for that day, they will receive a flat-rate compensatory allowance (Article 7.a of the Agreement).

b) For the Court of Justice

Not applicable.

2. Tiring missionsa) For the Commission

When, during an itinerant mission, a working day comprises more than 12 hours on duty, the ACI will be paid a supplement corresponding to one flat-rate compensatory allowance (Article 7a of the Agreement) per day comprising more than 12 hours on duty.

b) For Parliament

The provisions applicable to staff interpreters are applicable mutatis mutandis [\[9\]](#).

c) For the Court of Justice

Not applicable.

Article 16 - Sickness and accident insurance

Two thirds of the premium is paid by the Institution and 1/3 by the ACI.

Article 18 - Terms of payment

Where an institution through its own fault fails to make payments within the time stipulated in point 1, it will inform the professional representatives concerned without delay.

Payment times run from the date on which the administration receives the required documents from the ACI.

Default interest is covered by the measures in the Financial Regulation and its implementing rules.

Article 19 - Revision of the Agreement and consultation

The members of the delegation under contract to one of the institutions of the European Union participate automatically in the consultations.

Article 20 - Professional representatives

In accordance with usual practice, the professional representatives are relieved of their service requirements for the time required for meetings between the delegation and the institution concerned.

The same applies to the preparation for these meetings, with the time in question to be agreed between the departments concerned and the members of the delegation.

Article 24 - Rules of assignment and composition of teams

1. ACIs are at the disposal of the Institution for which they have been recruited from the time given to them by the recruiting department. If no time has been given, they must be at the disposal of the institution from 09:00 on the first day of their assignment.

2. For the Commission

- a. on the last day of their assignment, ACIs who can still return to their professional domicile before midnight if they leave Brussels at 19:30 at the earliest will be released two hours before the scheduled take-off of the last flight or 45 minutes before the scheduled departure of the last train, even if the meeting to which they have been assigned is continuing;
- b. on the last day of their assignment, ACIs whose professional domicile is at the place of assignment:
 1. are released no later than 21.00;

2. may, if they so request before the start of their assignment, be entitled to benefit, *mutatis mutandis*, from paragraph 2(a) so that they can take up an assignment in another place the following day.

3. For the Court of Justice

Given the Court's planning constraints, if departure from Luxembourg cannot be guaranteed on the last day of the contract, because of flight or train times, ACIs will use a ticket allowing them to leave Luxembourg the day after the final day of the contract and will be paid a flat-rate travel allowance and a daily allowance and will have their hotel expenses reimbursed or be granted a flat-rate accommodation allowance.

However, ACIs may, in agreement with the planning unit, leave Luxembourg on the last day of the contract if the length of the meeting to which they have been assigned allows them to reach their professional domicile before midnight. The Court will bear the cost of any penalties linked to changing the travel ticket or cancelling the hotel room.

4. Guaranteed evenings off. Commission:

The Commission will establish a system allowing ACIs to enter guaranteed evenings off in the register kept by the planning unit. This unit will keep the register so that ACIs can enter evenings off giving minimum notice of two weeks. If, for planning reasons, the unit cannot accept an application for a guaranteed evening off, a reasoned refusal will be communicated to the ACI in question at least one week in advance.

[1] Under Article 78 (applicable until 31 December 2006), and 90 (applicable as of 1 January 2007) of the Conditions of employment applicable to other servants, the abbreviations "a.s.i." (auxiliary session interpreter) and "f.l.i." (freelance interpreter) are henceforth replaced by the "ACI" (auxiliary conference interpreter).

[2] Article 78 until 31 December 2006

[3] See the enclosed Decision adopted by the representatives of the European Parliament, the Commission, the Court of Justice and the International Association of Conference Interpreters by joint agreement on 20 June 2001 concerning the interpretation of the term "beginner", it being understood that the exceptions mentioned in the penultimate paragraph of that Decision concern the coverage of deficit languages. The Annex forms an integral part of this Agreement.

*[4] Grade A*12 step 5 until 30 April 2006*

[5] The AIIC declares that, as far as its members are concerned, their professional domicile is the one published in the Association's database, accessible on the Internet.

[6] Communication of this domicile must be in line with the rules on access to personal data (Regulation EC No 45/2001).

[7] Coverage for days not worked as provided for in Article 11 will only apply from 1 March 2005.

[8] Article 73 until 31 December 2006.

[9] In 2008, there are no such provisions applicable to staff interpreters.