

**AGREEMENT ON WORKING CONDITIONS AND
THE PECUNARY REGIME FOR AUXILIARY CONFERENCE INTERPRETERS¹
(ACIs) RECRUITED BY THE INSTITUTIONS OF THE EUROPEAN UNION**

amended on 13 October 2004 following adoption of Council Regulation (EC, Euratom) No 723/2004 of 22 March 2004 amending the Staff Regulations of officials of the European Communities and the Conditions of Employment of other servants of the European Communities, which came into force on 1 May 2004

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 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 90² of the CEOS,

HAVE AGREED AS FOLLOWS:

Article 1 - Scope of the Agreement

This Agreement shall apply to ACIs, wherever they are assigned, engaged 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”).

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

Engagement 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 engagement of ACIs

Article 2 - Conditions of engagement

Any beginner ACI³ engaged 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 2 a - Confidentiality clause

ACIs must observe total and absolute professional confidentiality. This shall apply vis-à-vis all parties and concern anything learnt in the exercise of the profession at meetings which are 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

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.

In the interests of both parties, the institutions shall endeavour, as far as possible, to maintain some stability in their recruitment policies, to engage 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 5⁴. 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 7 a - 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 engaged. ACIs may, on presentation of a hotel bill, have hotel expenses reimbursed up to the ceiling laid down for such officials.

⁴ Grade A*12 step 5 until 30 April 2006

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 as economically as possible. 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 ACIs⁵ shall be stated on the version of their CV accessible to users of SCICnet⁶.

⁵ The AIIIC 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).

Article 14 - Cancellation

If the contract for which the ACI has been engaged 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 engagement 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 above⁷.

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

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

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 117⁸ 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 engaged, 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.

⁸ Article 73 until 31 December 2006.

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 27 a - Remote interpretation

The provisions of the *Accord interinstitutionnel relatif aux dispositions applicables à la téléinterprétation* (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 27 b - 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 AIIC, authorised by the professional associations of interpreters recognised as representative within the meaning of the call for expressions of interest:

For the European Parliament:

Julian PRIESTLEY
Secretary-General

Malick SY
President of the AIIC

For the Commission:

Carlo Trojan
Secretary-General

For the Court of Justice:

Roger GRASS
Registrar

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