

**Agreement
between the
United Nations System /
Chief Executives Board for
Coordination and the
*Association internationale
des traducteurs de conférence*
regulating the conditions of
employment of short-term
translators and persons serving in
related functions**

1 January 2013

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Preamble

Representatives of member Organizations of the United Nations System / Chief Executives Board for Coordination (CEB) and representatives of the *Association internationale des traducteurs de conférence* (AITC) have agreed that, subject to the approval of AITC and of the Organizations, the conditions of employment of temporary or short-term personnel serving as conference translators and in related functions (hereinafter referred to as “short-term translators”) shall be governed in accordance with the provisions set out below to the extent that those provisions differ from the rules of the employing organization governing temporary or short-term staff.

I. Procedure and scope of application

A. Definitions

1. In this Agreement, the expression "translator" is understood to mean a translator, précis-writer, report-writer, verbatim reporter, editor, terminologist, reviser of translations, reviser of summary records, reviser of minutes, reviser of reports, reviser of verbatim records or reviser of terminology records. Organizations may also apply the provisions of this Agreement to any other related professional-category function concerned with language documentation services, such as a proof-reader/editor, a copy preparer or a translation support officer, according to the customary internal practices of that Organization. The expression "translator" does not refer to an interpreter. A descriptive list of this group of functions is found in section III below.
2. For the purposes of this Agreement, “short-term translators” also refers to “temporary”, “freelance”, or “supernumerary” conference translators, terms used by some organizations in accordance with their internal staff provisions.
3. The present Agreement does not regulate the conditions for the recruitment of contractors (i.e. persons who perform translation services paid by the word), who may be recruited under “Special Service Agreements”.
4. Mandated activities of organizations party to this Agreement are defined in, or derive from:
 - (a) The Charter of the United Nations, statutes and treaties or other international instruments as applicable, which establish the respective organization with its object, purpose and functions;
 - (b) Decisions of their policymaking organs/governing bodies set up by those international agreements; and
 - (c) Decisions by their respective executive heads on implementation activities of the Organizations.
5. For the purposes of this Agreement, the expression "internal staff provisions" is understood to mean the Staff Regulations and Rules, human resources policies and practices, administrative instructions, service orders or other equivalents according to the customary internal usage of each Organization.
6. In this Agreement, the term “**on-site**” refers to work carried out at a location specified by the employing Organization, and/or in premises provided by that Organization. The term “**off-site**” refers to work carried out in premises not

provided by the Organization at a location of the short-term translator's choice, which will normally be his/her place of residence.

7. For the purpose of on-site contracts covered by this Agreement, the professional domicile of the translator is the domicile for which the translator considers himself/herself as local. The professional domicile of translators, members of the Association is published in the Association's Directory. The organizations will request a translator who is not a member of the Association to declare his/her professional domicile when s/he seeks or accepts employment by an organization. A translator may have only one professional domicile at any time and may change it only for consecutive periods of not less than one year. Employment conditions shall be governed by the professional domicile of the translator at the time on-site employment is offered.
8. For the purposes of off-site contracts covered by this Agreement, the place of residence of the translator (if different from the professional domicile) is used to determine the applicable rate (specifically, the relevant post adjustment).
9. In this Agreement, the term "Letter of Appointment" refers to contract.

B. Scope and implementation

10. This Agreement governs the employment of short-term translators worldwide for the production of texts related to the mandated activities of the employing Organization.
11. Based on their internal structure and responsibilities, Organizations may decide to extend the application of this Agreement to documentation related to non-mandated activities and other language professions.
12. This Agreement shall be open to all existing Organizations members of the United Nations common system and shall be extended by mutual agreement to other organizations invited to join the Agreement during its period of validity. The list of Organizations that are party to the Agreement is contained in Annex I. A more detailed list of organizational entities to which the Agreement applies is contained in Annex II.

C. Acceptance

13. Each Organization and AITC shall notify the CEB Secretariat of its acceptance of the Agreement. The CEB secretariat shall inform all parties of the acceptance notices received.
14. The introduction of addenda or changes to the Agreement or its Annexes shall be preceded by the formal agreement of all parties to it.

D. Duration

15. The Agreement shall be valid from 1 January 2013 until 30 June 2017 and shall remain valid thereafter from year to year unless the secretariat of CEB is notified, not later than 31 December of any year after 30 June 2017, of a desire to modify or supplement its provisions. In such case, the secretariat of CEB shall in the first instance seek the agreement of the parties to the Agreement on the proposed modifications or supplementary provisions by mail, failing which it shall convene a meeting of the parties, to be held no later than three months prior to the expiration of the existing term of the Agreement, giving at least one month's notice of the date of the meeting.

E. Exceptional conditions that would require a renegotiation of the Agreement

16. The provisions of the Agreement specifically concerning remuneration may be renegotiated, at the request of the Organizations or AITC, 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 Organizations accepting the Agreement which leads any of the parties to believe that they cannot fully respect the terms of the Agreement, including if said events significantly affect the remuneration levels of short-term translators.

II. Appointment and termination

A. Non-discrimination in recruitment

17. Recruitment of short-term translators shall be conducted in accordance with the internal staff provisions of the employing Organization as well as in accordance with the principles laid down in the Charter of the United Nations, in particular article 101, paragraph 3, which states, "The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence, and integrity," without distinction as to race, gender or religion.
18. The Organizations confirm that, as set out in their Internal staff provisions and standards of conduct, all international civil servants, including short-term translators, enjoy freedom of association to promote and defend their interests and that they should enjoy protection against discriminatory or prejudicial treatment based on their status or such activities as staff representatives.

B. Options and Offers

19. Proposals of work made by an Organization to a translator may be of two categories: an “offer”, which is a firm proposal of work that is binding both on the Organization that makes the offer and on the translator who accepts it; and an “option”, which is a non-binding proposal for either the employing Organization or the translator. Only an offer that has been both proposed by the employing organization and accepted by the translator in writing, including by electronic means, is firm and shall therefore give rise to the payment of the indemnities specified in section F below.
20. When an Organization makes an offer of work to a translator and the translator accepts it, that offer and the translator's acceptance shall constitute a binding employment contract (hereinafter referred to as a "confirmation of appointment").

C. Letters of appointment

21. The contracts granted to short-term translators shall indicate:
 - a) The duty station at which the short-term translator is to be working or, in case of an off-site contract, the duty station for which the short-term translator is to be working as well as her/his place of residence;
 - b) The period of the contract and the number of work days within the period;
 - c) The grade level and functional title, by reference to the provisions established in the Agreement under section III below;
 - d) The applicable remuneration rate, including the number of days to be paid;
 - e) A reference, where applicable, to a "Caisse" and/or accident and sickness insurance when the regulatory framework of the employing Organization provides for such an option, and the corresponding percentage to be deducted; and
 - f) Whether the engagement involves travel assignment and whether a daily subsistence allowance (DSA) is payable and, if so, in what form.
22. The employing Organization shall also provide to a short-term translator in writing all other supplementary information necessary for the implementation of the contract in accordance with its internal staff provisions and other related operational requirements.
23. If, after a contract has been accepted, the employing Organization offers extra days of work in addition to the dates of work specified in the confirmation of appointment – whether those extra dates fall within the initial period of employment or are an extension of the initial contract period - and if the short-term translator accepts those extra days, the contract shall be modified or extended accordingly.
24. Where the Internal staff provisions of the employing Organization so provide, if a translator is called upon to work longer than the regular working hours of staff translators, s/he shall be compensated in accordance with those Internal staff provisions.

D. Status, privileges, immunities and responsibilities¹

25. Short-term translators shall have the status of officials during the period of their employment. As such, they shall:
- a) Enjoy the privileges and immunities, and have the responsibilities resulting from the Convention on the Privileges and Immunities of the United Nations, the Convention on the Privileges and Immunities of the Specialized Agencies, or other such arrangements in regard to the immunities and privileges of other signatory Organizations and relevant agreements with host countries as apply, to each individual Organization;
 - b) 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 at non-public gatherings.

E. Copyright and intellectual property

26. Materials and records dealt with by short-term translators in the course of their work are the property of the employing organization. Dissemination of translation/documentation products in form and/or in content represents a violation of the intellectual property rights of the employing Organization and a contravention of the relevant provisions of its Internal staff provisions, as applicable. The title rights, copyrights and all other rights of whatever nature in any document are vested exclusively in the employing Organization.
27. Subject to agreement by the employing Organization, short-term translators shall be entitled to keep their translations and related products in their own computer-assisted translation tools.

F. Cancellation or termination of appointment

28. When an Organization cancels or terminates the appointment of an individual hired as a short-term translator, and if no comparable alternative work during the same period can be provided by said Organization, the following provisions shall apply:
- a) For cancellations notified more than 30 days before the beginning of the contract, the employing organization shall pay the short-term translator an indemnity equal to 50 per cent of the remuneration specified in the letter of appointment, up to a maximum of 30 days for daily contracts and one month for monthly contracts;
 - b) For cancellations notified 30 days or less before the beginning of the contract, it shall pay the short-term translator an indemnity equal to 100 per cent of the remuneration specified in the letter of appointment, up to a maximum of 30 days for daily contracts and one month for monthly contracts;
 - c) if the cancellation is communicated after the beginning of the contract, then the short-term translator shall be paid an indemnity equal to 100 per cent of the remuneration specified in the letter of appointment in respect of the unexpired

¹ IFAD and IMO place a reservation on this provision.

period of the contract up to a maximum of either 30 times the daily rate for a daily contract or twice the monthly rate for a monthly contract;

- d) In instances of cancellation for “force majeure” resulting in the inability of either party to fulfil their obligations, neither the employing Organization nor the short-term translator shall be bound by the terms of the appointment under this Agreement, or held liable in damages or any other contractual remedy for any breach of those terms. For the purposes of this Agreement, the term “force majeure” refers to unforeseen events not within the control of either party and independent of their will.²
29. When reasonable travel costs have been incurred by the short-term translator as a direct result of the engagement, the employing Organization shall reimburse the short-term translator subject to the rules and admissible limits on travel expenses applicable to staff on an analogous basis, as provided under section VI below. Short-term translators shall comply with the reimbursement process and applicable financial settlement procedures, including in respect of requisite supporting documentation.
30. In cases of ill health³ or for reasons such as abandonment of appointment or assigned function, misconduct, unsatisfactory service or the discovery of facts anterior to the appointment of the short-term translator which, had they been known at that time would, under the principles established in the Charter of the United Nations or the internal staff provisions of the employing Organization, have precluded her or his appointment, the Organization shall pay the short-term translator such indemnities as are provided for in the Organization's internal staff provisions applicable to short-term or temporary members of the staff.
31. As a general principle in respect of cancellation indemnities, the short-term translator shall make every effort to find reasonably equivalent employment for the period in respect of which such indemnities are payable, and if an employment is obtained with an Organization or third party, the indemnity payable shall be reduced by one day for each day thereof.

G. Abandonment of duties, resignations and no shows

32. The employing Organization has the 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, if a short-term translator abandons her/his position or assigned function prior to the completion of the period of employment and the related contracted services.
33. The employing Organization may draw to the attention of AITC for disciplinary investigation any case where the conduct of one of its members has been unsatisfactory, further to which AITC shall decide upon the additional actions it considers appropriate, in consultation with the employing Organization concerned (see also sect. VIII).

² In case of doubt as to the applicability of this article, parties shall confer and come to an agreement.

³ In such cases, the employing Organization with available insurance coverage schemes for short-term or freelance personnel will endeavour to ensure that the insurance coverage does not cease.

III. Classification⁴

A. Classification of grading levels for short-term translators

34. Subject to the grades available under the grading structure for staff translators in each employing Organization, the following classification of grading levels shall apply:

<i>Category</i>	<i>Equivalent grades</i>	<i>Associated functional titles</i>
Translator I (T-I)	P-1	Associate Translator/Précis-writer; Associate Editor; Associate Proof-reader/Production Editor; Associate Copy Preparer; Associate Terminologist; Associate Verbatim Reporter
Translator II (T-II)	P-2	Associate Translator/Précis-writer; Associate Editor; Associate Proof-reader/Production Editor; Associate Copy Preparer; Associate Terminologist; Associate Verbatim Reporter
Translator III (T-III)	P-3	Translator/ Précis-writer; Editor; Proof-reader/Production Editor; Copy Preparer; Translation Support Officer; Verbatim Reporter; Terminologist
Translator IV (T-IV)	P-4	Reviser/Senior Translator; Reviser/Editor; Reviser/Verbatim reporting; Senior Proof-reader/Production Editor; Terminologist
Translator (T-V) Senior	P-5	Senior Reviser; Senior Editor; Précis-writer/Verbatim Reporter; Senior Proof-reader/Production Editor

⁴ As indicated in paragraphs 1 and 2 of this Agreement, the terms "translator" and "reviser" may include other related functions in certain Organizations, such as précis-writers or editors.

B. Requirements and determination of classified grading levels

35. Subject to the grades available under the grading structure for staff translators in each employing Organization, the classification and job/functional descriptors presented below shall apply.

<i>Grade</i>	<i>Functions</i>	<i>Requirements for work experience⁵</i>
T-I/P-1	Translates, edits, proofreads or copy-edits/formats documents of a basic nature with close supervision and detailed guidance for and full revision of all work. Drafts verbatim or summary records with close supervision and detailed guidance for and full revision of all work.	Beginners only.
T-II/P-2	Translates, edits, proofreads or copy-edits/formats documents of a basic nature, subject to revision. Drafts verbatim or summary records, subject to revision. Conducts research for and prepares multilingual terminology records, subject to revision. Carries out reference and other translation support functions.	Translators with at least 220 calendar days of work experience at the previous level with one or more of the Organizations party to the Agreement over a period of at least 1 year.
T-III/P-3	Translates, edits, proofreads or copy-edits/formats documents of an increasingly complex nature, subject to revision. Drafts verbatim or summary records, subject to revision. Conducts research for and prepares multilingual terminology records, subject to revision. Carries out reference and other translation support functions.	Translators (including revisers) with at least 880 calendar days of work experience at the previous level over a period of at least 4 years.
T-IV/P-4	Translates, edits, proofreads or copy-edits/formats documents, mostly without revision. Drafts verbatim or summary records, mostly without revision. Conducts research for and prepares multilingual terminology records. Carries out reference and other translation support functions. Programmes daily work of the section. Revises the work of others.	Translators (including revisers) with at least 2,200 calendar days of work experience at the previous level over a period of at least 10 years.
T-V/P-5	Translates, edits, proofreads or copy-edits/formats documents of an exceptionally sensitive, complex or intricate technical nature. Revises verbatim or summary records. Conducts research for and prepares multilingual terminology records. Revises and monitors quality of the work of others. Assists in the preparation of translation/editorial manuals, instructions and guidelines and in providing training.	Revisers work only with at least 2,200 calendar days of work experience at the previous level over a period of at least 10 years.

⁵ Requirements as regards work experience are indicative minima and shall create no expectation of automatic reclassification.

C. Reclassification policy

36. Under the guiding principles laid out in this section, specifically paragraphs 34 and 35 above, reclassifications may be granted to short-term translators once they have completed the requisite service requirements and provided that the complexity and quality of their work warrants a corresponding reclassification in the judgement of the main employing Organization. Whether in authorizing a reclassification or determining a translator's initial short-term category under this Agreement, employing Organizations shall consider relevant experience in the language services of other international organizations or conferences which apply similar recruitment standards.⁶
37. Employing Organizations shall establish a Classification Board, in which an AITC representative will participate, for review and approval of requests for reclassification. The Terms of Reference of the Classification Board can be found in Annex V.
38. It shall be the responsibility of the translator to assemble the documentation needed by the main employing Organization to consider whether to authorize a reclassification. Such documentation may include, among other things, letters of appointment, payment records and dates, performance reviews and statements by employing Organizations as to the translator's performance and quality of work.
39. Staff translators of Organizations party to the Agreement who separate and wish to pursue employment as short-term translators shall be classified in accordance with paragraphs 34 and 35 up to the grade at which they separated. They may be subsequently reclassified according to the provisions specified in paragraph 36 above.

IV. Standards

A. Work standards

40. It shall be the right and responsibility of the employing Organization to determine the work standards, including standards relating to timeliness, productivity and quality, which shall be comparable to the standards applied to regular staff.
41. Short-term translators shall enjoy conditions comparable to those of regular staff, including regarding working hours in the employing Organization. Working hours shall be agreed between the short-term translator and the employing Organization. Working hours shall take account of such considerations as shift work, if necessary, or core hours of work if the translator is working off-site, where time-zone differences may be a factor. Employing Organizations may require that short-term translators working off-site be accessible to respond to any question regarding their work during those core hours.

⁶ A non-exhaustive list of such organizations can be found in Annex IV.

B. Operational standards for off-site work

42. Short-term translators working off-site on premises not provided by the Organization shall observe the Organization's operational standards in performing and transmitting their work, such as with respect to software requirements and information-technology security.
43. The employing Organization shall provide a reasonable degree of technical support to enable translators to comply with the Organization's operational standards.
44. Notwithstanding the above, the off-site work arrangement cannot give rise to an obligation for the employing Organization to fund any equipment or licensing that freelance interpreters may need in order to assure the correct and admissible delivery of the professional services for which they are engaged and paid.

V. Compensation policy

A. General

45. The compensation policy for short-term translators established by this Agreement seeks a general alignment with the principles applicable to compensation of staff in the international professional category of the United Nations common system, with appropriate adjustments. In accordance with this alignment, the remuneration of short-term translators is derived by application of the methodological parameters specified in Annex III.
46. When the International Civil Service Commission promulgates updated salary scales for the Professional and higher categories of staff or updated daily subsistence allowance rates (DSA) at any time during the period of employment of a short-term translator, the amounts paid to the translator under the terms of the contract shall be adjusted accordingly, including retroactively where applicable.

B. Non-regression

47. The rates derived under the methodology established in the "1991 CEB/AITC Agreement" will remain in force until the entry into force of the new Agreement on 1 January 2013. The rate or rates in force as at 31 December 2012 will remain frozen until the application of the methodology set out in Annex III results in an increase in the rates payable, as applicable.
48. The principle of non-regression shall apply to the annual recalculation and the mid-year review of the rate schedules, specifically the post adjustment multipliers (PAMs), as detailed in Annex III. In accordance with said principle, any rate(s) yielding a lower value as a result of possible decreases in the concerned PAM(s) will not be applied and the rates in force at such time will continue to be observed until such time an increase is derived following the compensation methodology and mechanics prescribed under this Agreement.

C. Taxation

49. The salary rates set out in Annex III are net of both income tax and staff assessment.⁷

D. Daily contracts

50. A short-term translator employed by an Organization for less than 31 days from the first day of her/his appointment shall be employed on the basis of a daily appointment and the daily rate conditions as prescribed under Annex III to this Agreement. One daily rate shall be payable to the short-term translator for each working day, a day being defined as a 24-hour period from midnight to midnight or part thereof.
51. By reference to the seven-day weekly calendar, the sixth and seventh days shall also be paid to short-term translators when they are requested to report for work by the employing Organization.

E. Monthly contracts

52. The following provisions shall apply with respect to monthly rates:
- a) A short-term translator employed by an organization for a continuous period of 31 days or more of his/her appointment shall be employed from the first day on the basis of a monthly appointment and the monthly rate conditions;
 - b) The monthly salary under such appointments shall be determined using the methodology indicated in Annex III;
 - c) Similarly to regular staff, the monthly contract shall be paid 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;
 - d) Annual leave shall accrue at the rate specified in the Internal staff provisions of the employing Organization for temporary staff. Any accrued annual leave not utilized by the end of the contract may be commuted into a sum of money for the rest of the period of such accrued annual leave as prescribed by the Internal staff provisions of the employing Organization. Unless otherwise calculated by the internal staff provisions of the employing Organization, payment of unused annual leave balance shall be subject to the following adjustment: “monthly rate x 12 ÷ 251” per day, where 251 = 365 - 104 (weekends) - 10 (United Nations holidays).

⁷ Some employing Organizations reserve their position regarding the question of possible reimbursement of tax if it were to be levied. The International Fund for Agricultural Development (IFAD) shall not be responsible for national income tax levied and reserves its position with regard to possible reimbursement of tax if it were to be levied. The rates in annex III are agreed on the assumption that in all cases they are net of tax on income and of staff assessment. If in spite of efforts by organizations this assumption should prove incorrect in any particular case, AITC would wish to reopen the matter of rates in that particular situation. IFAD reserves its position with regards to: (i) the status granted to its free-lance translators under the AITC Agreement, (ii) the privileges and immunities accorded to free-lance translators under its Headquarters Agreement, the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies.

F. Calculation and promulgation of remuneration rates

53. The CEB secretariat shall be responsible for the periodic review and computation of any changes to the schedule of rates prescribed under this Agreement, by application of the parameters of the compensation policy detailed under Annex III, and for their prompt notification to the Organizations and AITC for implementation.

G. Application of rates

54. Headquarters rates are established for Geneva, London, Madrid, Montreal, New York, Paris, Rome and Vienna and a world rate is established for all other locations.
55. Headquarters rates shall be payable to:
- (a) short-term translators whose professional domicile is one of the headquarters duty stations when they work on the premises of an organization at that duty station;
 - (b) short-term translators whose place of residence is one of the headquarters duty stations when they work off-site for an organization at that duty station.⁸
56. The World rate shall be payable in all other cases.

VI. Travel conditions

A. General

57. 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 translators. Travel and payment of applicable subsistence allowance for the period concerned shall be provided for a short-term translator as for regular staff if required to proceed from her/his declared professional domicile (or from another place within the same cost) to another 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, as applicable. The Organizations shall make every effort to ensure uniformity of practice in respect of travel rules.

⁸ These duty stations are Geneva (including France voisine), London, Madrid, Montreal, New York, Paris, Rome and Vienna.

58. No travel shall take place without travel authorization, including prior medical and security clearances where applicable. The employing Organization shall not be held liable if a short-term translator does not provide appropriate medical certification prior to her/his engagement. Failure to do so could result in the withdrawal of the offer or termination of appointment without compensation.
59. When an employing Organization offers a short-term translator a contract, it shall endeavour to inform her/him of the arrangements it intends to make for transportation. This information can be provided via the offer of appointment or other official written communication, such as e-mail notification. If the individual accepts the contract, s/he shall 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.
60. If the employing Organization does not provide a laissez-passer or other such documentation (for example, in order to obtain a visa) as may be needed under the translator's confirmation of appointment to enable her or him to undertake the required official travel, then any period of work which the translator is unable to perform for that reason shall entitle the translator to compensation as described in section II.F (Cancellation or termination of appointment) of this Agreement. The employing Organization expects the translator to fully cooperate in all processes required in order to obtain such documents, failing which compensation will not be paid.

B. Remuneration during travel and travel time

61. The travel rules applicable to the regular staff of the employing Organization shall be applicable to the travel of short-term translators. For the purposes of this Agreement, authorized travel time of short-term translators constitutes work time for all purposes, as for regular staff. The travel dates shall be specified in the contract whenever possible. Accordingly, except when it is agreed in advance that any necessary travel can reasonably be accomplished during the period of assignment, short-term translators recruited from outside the duty station shall be paid one half of the relevant rate in Annex III 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 additional full calendar day of travel time, including authorized stopovers and rest periods, short-term translators shall receive a full day's salary.
62. Applicable DSA shall be payable to short-term translators during the length of the assignment while on travel status, including any non-work days during the contract period.

C. Daily subsistence allowance

63. A short-term translator travelling at the request of an employing Organization to serve in a duty station away from her/his declared professional domicile shall be entitled to receive the applicable DSA in accordance with the DSA rates established by the International Civil Service Commission (ICSC). The conditions for the payment of the allowance shall be those applicable to the regular staff of the employing Organization, including in respect of adjusted

rates (e.g. when accommodation, transportation and/or meals are provided) and also if supporting documentation requirements are prescribed.

D. Standards for travel entitlements

64. The travel itinerary, the standards of accommodation, stopovers and rest periods during travel, if applicable, shall be governed by the rules and policies of the employing Organization regarding travel by its regular staff.

VII. Social security

65. The remuneration rates for short-term translators are set out in Annex III. The rates include a 9 per cent add-on to the base salary rate as a social security element of the compensation package. The 9 per cent add-on is not applied if the employing organization is already providing social security coverage (pension benefits or contributions) in respect of the short-term translator by virtue of the short-term rules of the organization, or if the short-term translator is in receipt of a benefit from any pension scheme of an organization party to this agreement. As detailed in Annex III and illustrated in the Appendix, the Agreement accordingly provides for schedules of rates with and without the 9% social security element add-on.

A. Pension

66. Subject to the rules and policies of the employing Organization allowing for such financial arrangements, and at the written request of a short-term translator, the employing Organization shall deduct from her or his salary a sum equal to 12.39 per cent thereof, and shall pay the said amount, in the translator's name, into the *Caisse de pensions des interprètes et traducteurs de conférence* (CPIT).

B. Sickness and accident insurance and sick leave

67. Subject to the rules and policies of the employing Organization, entitlements related to sick leave may be granted as provided for other short-term staff under the applicable rules, and within the terms and duration of the contract in force, without any additional obligation for the employing Organization beyond said provisions (such as in respect of hospitalization, insurance coverage, etc).

C. Loss of earnings

68. Subject to the rules of the employing Organization, and to the extent possible, short-term translators may be allowed to participate in a loss of earnings and insurance scheme for illness or injuries occurring during their respective appointments, if such a scheme is in place at the employing Organization.

VIII. Discipline

69. Short-term translators are subject to the internal staff provisions of the employing Organization and to the applicable disciplinary procedures.

IX. Settlement of disputes

70. Every effort shall be made to resolve disagreements between an employing Organization and a short-term translator in an informal and expeditious manner with a view to settling them without recourse to the procedures outlined below.
71. Disputes between a short-term translator and an employing Organization arising out of the application of an individual letter of appointment shall be settled through the 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.
72. Disputes between AITC 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 AITC 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.

X. Other provisions

A. Training

73. To the extent possible, Organizations shall facilitate the participation of short-term translators in training programmes offered to members of the regular language staff, provided that such participation shall carry no additional cost or administrative burden for the Organization. In cases where there is such an additional cost or administrative burden, the Organization shall do its best to notify short-term translators of such training programmes and invite them to participate if the translators are willing to defray the additional cost.

B. Professional delegations

74. AITC shall designate professional delegations which shall ensure liaison with the Organizations on questions of mutual interest, including matters arising from sections VIII and IX above, and the Organizations shall facilitate such activity.

C. Official circulars and employment data

75. The CEB secretariat shall transmit to AITC copies of all official United Nations circulars concerning changes in the salary scale of staff in the Professional category, post adjustment classifications, relevant exchange rates and DSA rates, as and when promulgated by ICSC.
76. The CEB secretariat shall collect and inform AITC annually of the statistics regarding employment of short-term translators by the Organizations.

Signed by:

Date:

Peter McCarey, Coordinator
Office of Language Services, World Health Organization
Representative of the Organizations
of the United Nations common system

Signed by:

Date:

Michel Bousommier, Président
Association internationale des traducteurs de conférence (AITC)

Signed by:

Date:

Remo Lalli, Secretary, High Level Committee on Management
Secretariat of the Chief Executives Board for Coordination

Annex I

Organizations party to the Agreement

[This Annex will be completed following organizations' ratification of the Agreement]

Annex II

Organizational entities to which the Agreement applies

[This Annex will be completed following organizations' provision of a complete list of organizational entities under their authority.]

Annex III

Compensation methodology

A. Summary of criteria and methodological parameters governing the compensation policy of the AITC

1. As explained in section V above, the new compensation policy prescribed under the Agreement is aligned to the policies for the compensation of staff in the international professional category of the United Nations common system with appropriate adjustments. This alignment is primarily done by deriving the “salaries” of the short-term translators by application of the salary scale for the professional category (hereinafter referred to as the annual UN professional salary scale), which is promulgated by the International Civil Service Commission (ICSC) and provides a common annualized base salary pay scheme for professional category staff of the United Nations Common System worldwide.

2. The compensation or rate scheme for the short-term translators derives from the following three formula-based calculations which determine the various schedules of rates established under the Agreement, as further detailed under sections D and E of this Annex:

- i. The common daily base salary rate (hereinafter referred to as the “base salary rate”) is derived by dividing the net dependency rate at step one of the respective Professional category level of the **annual UN salary scale** into 12 months or into a **221-day compression** (365 days minus 52 week-ends, minus 30 days annual leave and minus 10 public holidays). This calculation sets the common base salary rate for each grade of the AITC Agreement (namely, T-1 to T-5);
- ii. The **post adjustment multiplier (PAM)** for each one of the select duty stations for which rates are established is then applied to the common base salary explained above. For the purposes of this Agreement, the PAMs applied shall be the annual composite of the average of the mid-month values of the previous twelve months’ post adjustment multipliers for each duty station, with an adjusted formula for the World rate, as explained in paragraphs 15 and 21 below;
- iii. A **nine percent supplement for social security** is added to the base salary rate, which is conversely not applied if the short-term translator already has Organization-provided social security coverage (pension benefits or contributions).

B. A two tier schedule of rates shall be established (Headquarters and World rates; with and without 9% add on; daily and monthly)

Headquarters rates

3. Headquarters rates shall be established for eight headquarters duty stations: Geneva, London, Madrid, Montreal, New York, Paris, Rome and Vienna.

World rate

4. A world rate shall be established and applied to all other locations.

Application of the rates

5. As explained in section V.G (paragraphs 54-56), the place of residence and professional domicile of the free-lance translators vis-à-vis the duty station of assignment would determine the applicable remuneration.

Schedules of rates

6. The schedules of rates as at 1 January 2013 are attached to the Appendix rates, including sets with and without the 9% add on for Social security, as prescribed under paragraph 65.

C. USD denomination of the rates and policy for their conversion into Local Currencies (LCs) for payment purposes as required

7. As the rates are derived from the annual UN professional category salary scale, which is denominated in United States dollars, the schedule of rates are all and only determined in United States dollars for each established duty station. For practical purposes, the 'conversion' of the USD rates into local currencies (LCs) is done only at the initial rate setting or 6-month revision exercises by application of the 12-month rolling average United Nations operational rate of exchange for each concerned LC. Irrespective of exchange rate fluctuations, the schedules of rates remain fixed for the 6-month period. The World rate is denominated only in US Dollars.

8. For payroll/disbursement purposes, the monthly payments of the USD rates into local currencies are made as for any other payment, namely with the applicable United Nations Operational Rate of Exchange in the period of payment converting the fixed USD denominated rate into LCs as applicable. On occasion of the 6-month revision exercise, only if any increase to the rates is derived, the new USD rate(s) will be again converted into local currencies by analogously using the 12-month rolling average United Nations Operational Rate of Exchange.

9. The letters of appointment shall express the rates as promulgated in USD. Payments shall be made in local currencies.

10. Notwithstanding the above provisions, by agreement between the concerned employing organization and the translator, payments may be made in other currencies. This provision does not represent an obligation for the Organizations to observe payments in third currencies, especially if this represents an additional cost and/or burden.

D. Methodology for the calculation of daily rates

Headquarters rates

11. At the beginning of each calendar year, the common daily base salary rate (hereinafter referred to as the “daily base rate”) is derived from the annual UN professional salary scale as per the method detailed under paragraph 2 above.

12. Similarly, the post adjustment multiplier (PAM) for each duty station is then applied to the base rate, which shall be the average of the mid-month values of the previous twelve month PAMs for said duty station..

13. As provided in section VII on ‘Social security’, the 9 % add-on is then applied to the base salary. The combination of daily base rate plus the applicable PAM and the 9% add-on social security element determines the total daily rate (hereinafter referred to as the “daily rate”).

14. As the rates are derived from a scale denominated in United States dollars, the schedule of rates shall be determined only in United States dollars for each established headquarters duty station. Conversion of the USD rates into local currencies is computed as explained under section C of this Annex (both at the rate setting and 6-month revision exercises and for payroll/disbursement purposes).

World rate

15. In the case of the World rate, at the beginning of each year, the annual composite of the average of the mid-month values of the previous twelve months’ 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 paragraph 2 above. The combination of the base rate, social security element, and the composite of these 13 post adjustment multipliers determines the daily world rate.

16. The World rate shall be solely denominated in United States dollars.

E. Methodology for the calculation of monthly rates

Headquarters rates

17. At the beginning of each calendar year, a common monthly base salary rate (hereinafter referred to as the “monthly base rate”) is derived from the annual UN professional salary scale as per the method detailed under paragraph 2 above for the daily base rate, specifically deriving the monthly base salary rate from the annual net dependency rate salary at step one of each grade level of the professional scale (P-1 to P-5), divided by twelve.

18. A social security element of nine per cent of the monthly base rate shall be added and paid, where applicable.

19. The post adjustment applicable at each duty station shall be added to the monthly base rate (see paragraph 17). The combination of the monthly base rate plus applicable post adjustment plus the social security element, if applicable, shall determine the total monthly rate (hereinafter referred to as the “monthly rate”).

20. As the rates are derived from a scale denominated in United States dollars, the schedule of rates shall be determined only in United States dollars for each established headquarters duty station. Conversion of the USD rates into local currencies is computed as explained under section C of this Annex (both at the rate setting and 6-month revision exercises and for payroll/disbursement purposes).

World rate

21. In the case of the World rate, at the beginning of each year, the annual composite of the average of the mid-month values of the previous twelve months 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 monthly base rate referred to in paragraph 17 above. The combination of the monthly base rate, the 9% add-on social security element, if applicable, and the composite of these 13 post adjustment multipliers determines the monthly world rate.

22. The World rate shall be solely denominated in United States dollars.

F. Biannual adjustment of rates. Administration of the revision and adjustment of rates

23. The CEB Secretariat shall be responsible for the calculation of adjustments in the schedule of rates effective 1 January and 1 July of each year in accordance with the methodology prescribed under the Agreement as well as for their prompt notification to the Organizations and to AITC. The Organizations and AITC shall be kept regularly informed of the post adjustment multipliers.

G. Degree of ultimate rounding

24. Only at the end of the calculation process described under this Annex, the rates shall be rounded **to the nearest whole figure, both in USD and local currency.**

H. Non-regression clause (as prescribed under paragraphs 47 and 48, Section V.b).

25. The practical application of this clause is to be described in a CEB circular prior to the entry into force of this Agreement.

Annex IV

Organizations applying similar recruitment standards (in reference to paragraph 36)

Such Organizations include, but are not limited to, the following:

- (a) Specialized Agencies of the United Nations system which do not apply the common system of salaries, allowances and other conditions of service, among them, the International Monetary Fund and the World Bank Group;
- (b) Other international financing institutions similar to the International Monetary Fund or entities of the World Bank Group, amongst them the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank, the Inter-American Development Bank and the Islamic Development Bank;
- (c) Independent bodies which, although established under United Nations conventions and applying the common system of salaries, allowances and other conditions of service, do not have the status of specialized agencies and are not administered by any signatory Organization, among them the International Criminal Court, the International Tribunal for the Law of the Sea and the Organisation for the Prohibition of Chemical Weapons;
- (d) International Organizations having a restricted or regional membership, among them the Council of Europe, the European Central Bank, the European Organization for Nuclear Research, the European Space Agency, the European Union and its bodies, the North Atlantic Treaty Organization and the Organisation for Economic Cooperation and Development; and
- (e) Other international Organizations, among them the Bank for International Settlements, the International Hydrographic Organization, the International Parliamentary Union, the International Committee of the Red Cross and the International Organization for Migration (some of which apply the provisions of the CEB AITC Agreement even though they are not signatories).

Annex V

Composition, terms of reference and procedures of the classification board

1. The Classification Board shall be composed of the person responsible for the Translation services of the Organizations party to the Agreement (including the United Nations Offices/DGACM, the United Nations Office at Geneva, Vienna and Nairobi) or their representatives. AITC shall be represented by an observer with the right to express opinions.
2. The Classification Board shall normally meet twice a year, and shall be convened and coordinated by the Chief of Translation Services, United Nations Office at Geneva. Board members may participate via videoconference and/or send their comments in writing to the Coordinator or be represented by another Organization.
3. Lists of candidates who have applied for reclassification and have been declared eligible for consideration by the main employing organization shall be circulated by the latter to the Board members and AITC no later than one month prior to each meeting.
4. The functions of the Classification Board shall be:
 - (a) To review, and unless reservations are raised by another employing organization, confirm the authorization for reclassification as requested by the main employing organization;
 - (b) To give a ruling on the basis of the appraisals by the employing organizations of the translator concerned if reservations are expressed by any other employing organization as to the standard of proficiency for the reclassification of the candidate
5. The Board, by consensus and with a minimum quorum of five members attending 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 standard but that s/he is invited to apply again once s/he has completed 150 contract days for Organizations party to this Agreement or organizations applying similar recruitment standards.
6. 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.
7. The Coordinator shall communicate the decisions of the Board via a consolidated list, indicating whether or not the candidates have been reclassified, to the chiefs of the competent units of the Organizations with a copy to the AITC Secretariat.
8. Approved reclassifications shall have effect from the date of the approval decision taken on the subject by the Classification Board, subsequently communicated.

Annex VI - A

CEB/AITC mechanism for transition to the new grade structure

1. Conversions will be handled on an individual, case-by-case basis, as per the criteria established under this Annex and Annex VI-B below.
2. As far as possible, the criteria will be arithmetical, in accordance with the table attached to Annex VI-B below.
3. The Agreement comes into force on 1 January 2013, and the transition mechanism will operate throughout 2013.
4. Any cases where doubts arise will be discussed with the AITC – or with the new Classification Board.
5. Unless translators apply for individual conversion (see para. 6 below), organizations will automatically convert their grades on the basis of the grade shown on the last contract, as follows:

T1	-	T1
T2	-	T2
T3	-	T3
T4	-	T4
R3	-	T4
6. Short-term translators who consider themselves eligible for a grade other than those set out in paragraph 5 (see attached table) must submit proof of all their relevant work experience until 31 December 2012. Following review, their grades may be converted accordingly, on an individual basis, as prescribed under paragraph 1 above.
7. A short-term translator's first employer under the new Agreement will oversee the conversion.
8. For any reclassification to T5, the organization involved will confer with WTO and the United Nations.
9. T1 translators who have passed the United Nations competitive examination for translators, editors or verbatim reporters will begin at T2.
10. Contracts signed under the old Agreement which cross into 2013 are governed by the old Agreement.
11. The number of days to be carried forward for future reclassification under the new Agreement shall be calculated in accordance with the second table attached.

Annex VI - B

System for conversion of existing translators to the new grade structure

For reference:

Summary of requirements under the current and new scales, for reference only: (for clarity, the “P” denomination is used here to reflect the new T.I(P.1) to T.5(P.5) grading structure)

	Current requirements (cumulative)	
	Days	Years
T.II	500	3
T.III	2300	12
T.IV	3300	17
R.III	4300	22

	Proposed requirements (cumulative)	
	Days	Years
P.1	0	0
P.2	220	1
P.3	1100	5
P.4	3300	15
P.5	5500	25

Conversion system:

For conversion of their personal grades, between 1 January 2013 and 31 December 2013, EXISTING short-term translators WILL map onto the new scale as follows, where x = the number of days completed as a short-term translator in the system since the starting day of the first contract as a short-term translator in the system, and y = total number of days worked at R.3 (where applicable):

Current grade	Default conversion		Conversion to be claimed by translator, where he/she meets conditions	
	Automatically converted by default to:	Carrying forward the following number of days towards next reclassification:	Is entitled to claim conversion to:	Carrying forward the following number of days towards next reclassification:
T.I	P.1	x	P-2, if x > 220	(x - 220)
T.II	P.2	(x - 220)	P-3, if x > 1,100	(x - 1,100)
T.III	P.3	(x - 1,100)	N/A	N/A
T.IV	P.4	(x - 3,300)	N/A	N/A
R.3	P.4	Y	P-5, if y > 1,200	N/A

...