AIIC-World Customs Organisation Agreement


AIIC.
Published: April 20, 2017 Last updated: April 20, 2017

SECTION I : SIGNATORIES

1. The International Association of Conference Interpreters (AIIC) on the one hand; The Customs Co-operation Council also known as the World Customs Organization (the WCO) on the other hand; hereinafter collectively referred to as the Parties and individually as the Party

2. CONSIDERING the decision taken by the WCO to align its Staff rules on those of the Co-ordinated Organisations as from the 1st of July 1981;

3. RECALLING that the Co-ordinated Organisations and AIIC entered into an agreement governing the conditions of employment of freelance conference interpreters;

4. RECALLING that the WCO and AIIC, since 1983, have entered into several successive agreements covering specific periods;

5. ACKNOWLEDGING that this Agreement, entering into force at the date of signature, replaces and supersedes any agreement previously entered into and is adopted for an indefinite period.

HAVE AGREED AS FOLLOWS: SECTION II : REMUNERATION

6. Interpreters are recruited by means of a Letter of Appointment which indicates the dates of assignment and the meetings the interpreter shall be assigned to. Interpreters may be re-assigned to other meetings within the terms of their Letter of Appointment.

7. The rate of daily remuneration of an interpreter shall be set in accordance with Section IV (Working Conditions) and Annex I (Composition of Teams) at the following conditions:

   a. at the lower rate, or Rate I, which is payable for meetings to which a large team of interpreters is assigned;
   b. or at the higher rate, or Rate II, which is payable for meetings to which a small team of interpreters is assigned.

8. The daily remuneration of interpreters shall be as follows:

   a. For Rate I: 1/20th of the basic monthly salary of an official of grade L4 step 8, unmarried, resident in France, plus an amount of 6% calculated on the same basis (cf. monthly salary scales in force at the WCO). This remuneration shall be indexed annually in accordance with
the recommendation of the Coordinating Committee on Remuneration (CCR) on the said monthly salary;

b. For Rate II: 160% of Rate I.

9. Within a given Letter of Appointment, any day which is not a Belgian public holiday or an Official WCO closing day and which is not worked shall qualify for payment of the daily remuneration provided for in paragraph 7 a. above and, as appropriate, of the daily subsistence allowance provided for in paragraph 27. In the case of two Letters of Appointment for a venue which differs from the professional domicile of the interpreter that are separated by a period of not more than two days, the WCO may elect to pay compensation (remuneration at Rate I plus daily subsistence allowance) for this or these days or pay travel costs back to the professional domicile.

SECTION III – SOCIAL SECURITY

a. Provision for Retirement

10. The WCO shall deduct 7% of the interpreter’s remuneration as provision for retirement, to which it shall add its own contribution equivalent to 14% of the interpreter’s remuneration and pay the aggregate 21% to a retirement fund the interpreter is contributing to. This fund shall be based on similar principles to the Caisse de Prévoyance des Interprètes de Conférence (CPIC).

b. Provision to cover Accidents, Illness and Temporary or Permanent Inability to Work (Loss of Earnings)

11. The WCO shall take out an insurance policy to cover the interpreters whom they employ against the risks of accident, illness and temporary or permanent inability to work which may arise during the periods covered by their Letter of Appointment.

12. A copy of the aforementioned insurance policy shall be forwarded to the Executive Secretary of AIIC.

13. The insurance premiums payable in respect of periods covered by a Letter of Appointment shall be funded on the basis of two-thirds by the WCO and one-third by the interpreter.

14. The aggregate premiums shall be paid by the WCO to the insurance company, the interpreter’s share being deducted from the interpreter’s daily remuneration.

SECTION IV: WORKING CONDITIONS

a. Definition of Working Day

15. Each working day shall comprise a maximum of two sessions of three to three-and-a-half hours each, starting from the time at which the meeting is convened. If the meeting exceeds the above duration, the team shall be either reinforced or replaced by a relief team. Where that is impossible, each interpreter concerned shall be entitled to time off in lieu within the period covered by the Letter of Appointment or, failing this, to financial compensation at Rate I.

b. Composition of Teams

16. The minimum number of interpreters assigned to a meeting shall vary in accordance with the number of languages, as shown in the table appended to this Agreement (see Annex I).

17. For meetings in the two official languages of the WCO (English and French), the minimum number of interpreters shall be three, working into both languages. This number shall be increased to
four if the meeting exceeds the duration mentioned in paragraph 15 above.

18. Session and reference documents shall be made available to the interpreters in all working languages.

19. In case of meetings presenting particular difficulties, such as systematic interpretation of documents read out, a large team of interpreters, remunerated at Rate II, shall be recruited.

Meetings as listed in Annex III shall be considered by the Parties as presenting particular difficulties.

c. Very Short Meetings

20. In the exceptional case of a meeting lasting from one and a half to two hours at the most, a small team of interpreters, paid at Rate I, may be recruited.

d. Cancellation of a Letter of Appointment or Reduction of Assignment Time

21. Where a Letter of Appointment of an interpreter is cancelled or where the duration of the assignment is reduced for reasons beyond the interpreter’s control, remuneration at Rate I shall be payable for the period covered by the Letter of Appointment including travelling time but excluding the daily subsistence allowance. The daily subsistence allowance shall be payable for any travel already embarked upon.

22. It is agreed and understood by the Parties that no payment shall be due for the cancellation of a Letter of Appointment of which the interpreter is informed more than one (1) month before the starting date of the assignment as mentioned in the Letter of Appointment.

23. Where the Letter of Appointment of an interpreter is cancelled less than one (1) month before the assignment, the interpreter shall inform the WCO without delay of any alternative assignment/contract, including travelling time, which the interpreter obtains for the day or days affected by such cancellations. In such cases, the remuneration corresponding to the days that coincide shall not be due.

SECTION V: ASSIGNMENTS ELSEWHERE THAN AT THE PROFESSIONAL DOMICILE

a. Professional Domicile

24. For the purpose of this Agreement, an interpreter shall have no more than one professional domicile at a time. This professional domicile shall be declared to the WCO no later than the first Letter of Appointment entered into. Any change must be notified in writing thirty days in advance and may apply only to continuous periods of at least six months. In the case of interpreters who are members of AIIC, their professional domicile shall be identical to their professional address as published in the AIIC Directory.

25. Recruitment conditions shall be governed by the professional domicile of the interpreter at the time recruitment is offered, irrespective of that interpreter’s home address or actual place of residence.

b. Travel Expenses

26. The rules governing travel expenses shall be those in force at the WCO providing, inter alia, for reimbursement of travel expenses on production of documentary proof of expenditure.

c. Daily Subsistence Allowances
27. The rules governing Daily Subsistence Allowances shall be those in force at the WCO. Where an interpreter is assigned to a meeting held at a venue less than 50 kilometers from the interpreter’s professional domicile, the interpreter shall be entitled to a Daily Subsistence Allowance if the departure time from the professional domicile is before 8 a.m. or if the time of arrival to the professional domicile on the return travel is after 11 p.m. Conference interpreters will not be entitled to claim payment of the Daily Subsistence Allowance unless they stay at the place of the meeting.

d. Remuneration for Travelling Time

28. Travelling Time is the time taken to travel from the train station, or from the airport, or from the station of any other means of transport authorized by the WCO nearest to the interpreter’s professional domicile to the venue of the meeting the interpreter has been recruited for.

Where an interpreter is assigned to a meeting venue which is more than 50 kilometers from the interpreter’s professional domicile, the interpreter shall receive half a day’s remuneration at Rate I both for the day preceding and for the day following the said meeting.

29. However, where Travelling Time from the interpreter’s professional domicile to the venue of the meeting does not exceed 90 minutes, the interpreter shall also be entitled to a Subsistence Allowance but only if departure from the professional domicile must take place before 8 a.m. in order for the interpreter to be present at the venue of the meeting at least one hour before the start of the said meeting. A Subsistence Allowance shall also be due where the interpreter, given the meeting schedule, cannot return to the professional domicile before 11 p.m.

30. No remuneration for Travelling Time shall be due where the WCO informs the interpreter at the time of recruitment that the meeting shall start sufficiently late on the first day to allow for departure from the interpreter’s professional domicile after 8 a.m. and/or end sufficiently early on the last day to allow for arrival at the interpreter’s professional domicile before 11 p.m.

31. Where the Travelling Time exceeds half a day on the day prior to the start of the meeting the interpreter shall receive remuneration at Rate I equivalent to one day. The same would apply as appropriate for the day following the meeting.

SECTION VI: RECRUITMENT

32. In the interest of both Parties, the WCO shall endeavour, wherever possible, to maintain a measure of stability in its recruitment policy, to recruit interpreters directly and individually, and to avoid any sudden cessation in recruitment.

SECTION VII: TECHNICAL FACILITIES

33. The working conditions and conditions of remuneration set out in this Agreement shall apply only to the traditional situation where the interpreter is in the meeting room. If the WCO decides to make use of remote interpreting or new technologies, new conditions (duration of sessions, number of interpreters, etc.) shall be drawn up jointly with AIIC.

34. Where technical facilities are being constructed or improved, the WCO shall endeavour to comply with the standards and specifications of the International Standards Organisation (ISO) and the International Electrotechnical Commission (IEC).

SECTION VIII: DURATION OF THE AGREEMENT

35. This Agreement is hereby concluded for an indefinite duration. It may be terminated at any time
by either of the Parties by giving a three (3) months' prior notice sent by registered letter with acknowledgment of receipt.

SECTION IX: TERMINATION

36. In the event of termination of the Agreement, the consultations provided for in paragraph 37 shall be initiated automatically.

SECTION X: CONSULTATION BETWEEN THE WCO AND AIIC

37. Consultations shall be organised at the request of either Party between the representatives of AIIC and the WCO Division of Administration and Personnel. Whenever consultation is requested, 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.

SECTION XI: TAX APPLICABLE

38. Interpreters will be recruited on the basis of the tax exemption pursuant to Article VI – Sections 16 and 17 of the Convention establishing a Customs Co-operation Council. However, the WCO shall not be responsible for national income tax levied.

39. Upon request from the interpreter, the WCO will provide a certificate, to be issued for tax exemption purposes only, attesting that the interpreter has been working for the WCO under specific Letters of Appointment. Details of the Letters of Appointment including, in particular, the dates of assignment(s), will be mentioned in the certificate.

SECTION XII: DISPUTES

40. Any dispute regarding the fulfilment and/or interpretation of the Agreement shall give rise to the implementation of the arbitration procedure laid down in Part I of Decision 331 of the Customs Co-operation Council as reproduced in Annex II of this Agreement.

41. Disputes between an interpreter and the WCO 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 WCO officials, or any other procedure provided for in the Letter of Appointment or in this Agreement.

42. Done at Brussels, this 31st day of March 2017, in two (2) originals copies, each Party acknowledging by their signature receipt of the copy intended for it.

Recommended citation format: