



**Court Interpreter Handbook**  
**Court Services Branch**  
**Ministry of Attorney General, BC**

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## **1. Purpose of this Handbook**

This manual is for the use of court interpreters who have signed a contract with Court Services Branch. It includes the legal foundation for the Court Interpreter Program and information on how interpreters are scheduled and paid.

## **2. Feedback**

If you have any comments, suggestions or questions relating to the content of this Handbook, please contact the Court Interpreter Program lead at [AskCIP@gov.bc.ca](mailto:AskCIP@gov.bc.ca).

## **3. Communicating with Court Services Branch**

On a day-to-day basis your point of contact for the Court Interpreter Program is the interpreter clerk at court registries. An interpreter clerk at a court registry will contact you to schedule assignments and will provide you with their contact information. And, if you have a question or a concern about an assignment you should contact the interpreter clerk.

If you have questions about your contract or the Court Interpreter Program, contact the Court Interpreter Program Lead at: [AskCIP@gov.bc.ca](mailto:AskCIP@gov.bc.ca).

## **4. About the Court Interpreter Program**

### **4.1 Overview**

A request for an interpreter can come at any time prior to, or even at, a court appearance or matter. Each year in BC there are approximately 7500 court appearances that require an interpreter. To meet this need, Court Services Branch has over 250 contract interpreters throughout the province.

#### *Visual language interpreters and CART captioners*

- BC provides visual language interpreters and CART captioners for parties and witnesses in all proceedings at all levels of provincial court, and for federally prosecuted criminal matters.
- Court Services Branch is also responsible for scheduling visual language interpreters and CART captioners for jury panelists and jurors in all Supreme Court matters.

#### *Spoken language interpreters*

- CSB provides spoken language court interpretation services for parties and witness in:
  - Federal and provincial criminal matters
  - Traffic, bylaw, *Offence Act*, or *Local Government Act* matters
  - Youth proceedings
  - Family matters in Provincial Court

- These proceedings may take place in the BC Provincial Court, Supreme Court, or the Court of Appeal.

#### **4.2 Legal foundation for the Court Interpreter Program and the role of the interpreter**

Court interpreters play an essential role in the legal system. The right to an interpreter in the courts of British Columbia is established under s. 14 of the *Canadian Charter of Rights and Freedoms* and in Canadian case law. Section 14 of the Charter states:

A party or witness in any proceeding who does not understand or speak the language in which the proceeding is conducted or who is deaf has the right to the assistance of an interpreter.

As an interpreter, you are offering more than a service: you are ensuring that a Charter right is not violated. By doing your work, you are supporting the administration of justice.

#### **4.3 Types of interpretation CSB provides**

##### **Regularly provided interpretation**

###### *Spoken language interpreters*

- Spoken language interpreters interpret between spoken languages. In BC courts, this generally means interpreting from English to the language spoken by the person needing the interpreter; and from their language back to English.

###### *Visual language interpreters*

- Visual language interpreters interpret spoken language and sign-language and vice-versa.
- In BC courts, visual Language Interpreters who use American Sign Language (ASL) interpret from visual language to English spoken language for individuals with hearing loss, who can understand and use sign language.

###### *Communication Access Real-time Translation (CART)*

- Communication Access Real-time Translation (CART) is a service designed for a person with hearing loss that does not use or understand sign language.
- CART staff are transcribers who type what is being said in a proceeding in real-time and using a monitor to display this for the client to read. It is the equivalent to closed captioning on a television.
- CART transcribers are not visual language interpreters.

## **Occasionally provided interpretation**

### *Deaf interpreting*

- A deaf interpreter is a deaf person who is fluent in sign language.

### *Oral interpreting*

- Used by some hard of hearing, oral deaf and late-deafened people who rely on speech and speech reading.

### *Tactile Interpreting*

- Tactile (touch) interpreters work with people who are deaf-blind. These experts specialize in using nonverbal communication such as touch, body language, or more formal sign language to aid communication.

### *Interveners*

- An intervener is professionally trained to provide auditory and visual information to persons who are deaf-blind.

## **4.4 Standards of interpretation**

The Supreme Court of Canada<sup>1</sup> has established standards for the quality of court interpretation services as:

### **Continuity<sup>2</sup>**

The accused has the right to the help of an interpreter at every stage of the proceedings (without it necessarily being the same interpreter)

### **Fidelity/Precision**

Interpretation, must, to the extent possible, touch every word and every idea. Summarized statements are insufficient. The interpretation must reflect as best as possible what was expressed in the original language.

### **Impartiality**

The interpreter must be objective and impartial and, to the extent possible, have no ties to any party in the case.

### **Competence**

The accused has the right to an interpreter whose competence has been examined by the Court. Interpretation must be of a high enough quality to ensure that justice is done and seen to be done.

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<sup>1</sup> R. vs. Tran, [1994] 2 S.C.R. 951

<sup>2</sup> February 12, 2010. Draft 9 submitted to the ACCA Research Committee by Students in the Master of Public Policy, Administration and Law Program and Justice System Administration Program, York University, Toronto, Ontario. Court Interpreter's Guide, Ministère de la Justice du Québec Direction générale des services de justice et des registres, January 2001, Reviewed May 2008

### **Concomitance/Contemporaneity**

The interpretation must be consecutive, or simultaneous, so the accused may react as and when appropriate. Interpretation must be given while the court proceedings are taking place.

In 2015 the BC Supreme Court spoke to the constitutionally-guaranteed standard of interpretation and stated that while the standard is high, it is not one of perfection.<sup>3</sup>

#### **4.5 Being bilingual is not enough: court interpreting is a specialized skill**

*“It takes more than having two hands to be a good pianist.*

*It takes more than knowing two languages to be a good interpreter or translator.”*

Being bilingual is not enough. Court interpreting is a specialized skill. The role of the court interpreter is a demanding role. It is a difficult task that requires much more than the ability to speak in two languages.

The professional knowledge, skills, and abilities required of a court interpreter are highly complex. Communication in courtroom proceedings may be more complex than that in other settings or in everyday life. For example, the parties involved may use specialized vocabulary and legal terminology, formal and informal ways of speaking, dialect and jargon, and varieties in language and nuances of meaning.

A court interpreter must be skilled in both the source and target languages and have a knowledge of legal terms, court proceedings, colloquialisms, idioms and slang to accurately interpret information between the two languages. Interpreters must have the ability to interpreter **meaning**, not just words.

Court interpreting separates itself from other types of interpretation because it includes style as part of precision. In court interpreting style is understood as the way a statement is delivered by the speaker; it includes register and emotions. As part of a complete and accurate rendition, an interpreter must select and use a manner of speech, vocabulary, and delivery style that matches that of the speaker.

During their work, the same interpreter may interpret for a gang member, a scientist, and an attorney; all three will use different terminology and vocabulary, they will all have a different delivery, and they will speak in a manner—a register—that reflects their level of education and personal background. The interpreter must convey the entire message, not just the spoken words, but also the way they are spoken.

The interpreter must interpret accurately—and often speedily—complicated information, and

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<sup>3</sup> *R. v. Thim*, [2015] BCSC,

provide, faithfully, the responses of the accused or witness to the court.

#### **4.6 Key CSB staff for the Court Interpreter Program**

##### **Court Interpreter Program Lead**

The primary responsibility of the CIP Lead is to manage the operations of CIP program on a day-to-day basis and provide clarity in the roles and responsibilities of Court Services Branch.

The CIP Lead is responsible for:

- Recruiting interpreters
- Processing interpreter applications
- Administration of contracts
- Maintaining the Directory of Court Interpreters
- Responding to enquiries from staff, interpreters, Crown and the judiciary
- Finding interpreters when there are none available on the directory
- Investigating interpreter-related incidents.

[AskCIP@gov.bc.ca](mailto:AskCIP@gov.bc.ca) is a dedicated email for the program.

##### **Interpreter clerks**

The role of the interpreter clerk may be carried out by different CSB staff positions depending on the size of a court registry. Any of these positions **may** carry out the interpreter clerk role:

- a) (dedicated) interpreter clerk
- b) registry clerk
- c) accounting clerk (cashier/interpreter clerk)
- d) Court Clerk

Interpreter clerks are responsible for

- a) scheduling interpreters from within BC
- b) completing the relevant sections of the *Court Interpreter Request and Record* (ADM 322)
- c) meeting the interpreter upon arrival for court
- d) ensuring the interpreter is provided with any necessary equipment
- e) calculating and processing invoices for interpreters including for cancellations
- f) notifying the interpreter as soon as possible if a court appearance is cancelled.

## **5. Directory of Interpreters**

All interpreters who have service contracts with the Ministry of Attorney General are listed on the Court Services Branch Directory of Court Interpreters. The Directory includes the interpreter's name, language(s), contact information, and qualification level.



All information contained in the Directory of Court Interpreters is subject to the *Freedom of Information and Protection of Privacy Act*.

The Directory is only accessed by Court Registry staff and the BC Prosecution Service for the purposes of the Court Interpreter Program.

The Directory is updated by the Court Interpreter Program lead on an ongoing basis.

## **6. Professional Ethics and Guidelines for Professional Conduct**

The following code of professional conduct is included in interpreter contracts. A failure to adhere to the Guidelines may result in an interpreter being removed from the Directory.

### **Professional conduct**

The contractor must:

1. conduct themselves in a professional and ethical manner at all times with the highest level of honesty and integrity
2. provide the highest quality service in all aspects of professional practice
3. respect the difference between professional and social interactions and must establish and maintain boundaries between the contractor and the people for whom the contractor is interpreting
4. immediately inform the judge if, at any time during an interpreting assignment, the contractor feels unable to provide the services to an adequate standard; and the contractor must immediately inform Court Services if the contractor cannot fully comply with the terms of the assignment
5. dress and conduct themselves both inside or outside the courtroom prior to, during, or after an appearance in a manner consistent with the dignity of the court
6. not bring Court Services into disrepute by the contractor's conduct.

### **Professional competence**

The contractor must:

7. only accept an assignment for which the contractor is qualified to interpret
8. ensure that any memberships, certifications and professional development that is required to maintain the contractor's level of qualification are up-to-date.

### **Accurate representation of credentials**

9. The contractor must not, by any means, engage in or allow the use of statements that are false, misleading, incomplete, or likely to mislead Court Services, the BC Prosecution Service, the Public Prosecution Service of Canada, or the judiciary regarding their competence, certifications, education, or experience.

### **Conflict**

10. The contractor must not accept an interpreting assignment in situations where their personal or private affairs or financial interests are in conflict, or could result in a perception of conflict, with their duties under this agreement, such that the ability to provide the services could be impaired or the public's confidence and trust in the justice system could be undermined.

### **Confidentiality**

11. The contractor must keep all appearance-related information confidential.
12. The contractor must not publicly discuss, report or offer an opinion about any court appearance.
13. The contractor must not discuss any aspect of a case or matter they are working on with the parties, witnesses, or jurors, or any information that they may be privy to.

### **Impartiality**

The contractor must:

14. remain impartial and avoid any appearance of bias or favouritism to any person.
15. refrain from altering a message for political, religious, moral, or philosophical reasons, or any other biased or subjective consideration.

### **Non-discrimination**

16. The contractor must not allow their interpretation to be affected by the race, ethnicity, place of origin, colour, gender, age, marital status, disability, sexual orientation, religion, personal beliefs and practices, social status or any other factor of the person for whom they are interpreting. If the contractor is not able to put aside personal biases or reactions which threaten impartiality, the contractor must immediately inform the judge and Court Services.

### **Scope of practice**

17. The contractor must not give witnesses or parties advice or an explanation of proceedings or engage in activities which may be construed to constitute the practice of law.

## **7. How interpreters are scheduled**

### **7.1 Overview**

Scheduling interpreters can be a complex task. It involves considering the nature of the appearance, e.g. traffic violation vs. criminal prosecution, an interpreter's qualifications, the timeframe for locating and scheduling an interpreter, and logistical issues such as travel or using remote interpreting.

As a court interpreter, you may be scheduled to interpret for any of the following types of proceedings:

- Federal and provincial criminal matters
- Traffic, bylaw, Offence Act, or Local Government Act matters
- Youth proceedings
- Family
- Small claims
- Civil

These proceedings may take place in the BC Provincial Court, Supreme Court, or the Court of Appeal.

You may also be asked by Provincial Crown to interpret for case preparation and witness interviews prior to the day of the appearance.

### **7.2 How you will be offered an assignment**

An interpreter clerk will call you or send an email. Generally, an interpreter clerk will offer an assignment to only one interpreter at a time unless it is short notice – see below.

If the offer of an assignment is via email, or if the interpreter clerk has left you a voice mail message, they will give you a deadline for replying. Once the deadline for responding has passed, the interpreter clerk may offer the assignment to another interpreter.

### **7.3 Offering an assignment on short notice**

On a regular basis, interpreters are needed on short notice, e.g. bail application. When this happens, an interpreter clerk may offer the assignment to more than one interpreter. The first interpreter to respond will be given the assignment.

### **7.4 Fair practices in scheduling**

When scheduling interpreters, the interpreter clerk will make a reasonable effort to provide interpreters opportunities by distributing the assignments equally between interpreters with the same qualifications. However, interpreter clerks will also consider interpreter continuity when scheduling – see below.

### **7.5 Interpreter continuity**

Whenever practicable and consistent with policy the same interpreter will be used for all appearances related to the same proceeding, e.g. 1<sup>st</sup> appearance, preliminary hearing, and sentencing of the same criminal matter.

For a trial that is scheduled for more than one day, reasonable efforts will be made to schedule the same interpreter. This provides continuity and minimizes the disruption of adjusting to a new interpreter.

### **7.6 Scheduling conflicts**

On occasion, a registry at one courthouse may not realize that you have been scheduled for another courthouse and will offer you an assignment. When that happens, you must tell the interpreter clerk you are already scheduled and cannot take the assignment. You cannot cancel the existing assignment if you would prefer the new assignment.

In these circumstances, however, the interpreter clerk may discuss with you rescheduling the first assignment. When this happens, the interpreter clerk—not you—will contact the other court registry to discuss rescheduling. This is most likely to happen if the new assignment is long or requires your qualification level and another interpreter can be scheduled for your existing assignment. In these circumstances it is the responsibility of the interpreter clerks, along with their supervisors and the Court Interpreter Program lead to determine resources for the conflicting assignments.

#### *An assignment is running longer than expected and conflicts with upcoming assignment*

If you are on an assignment that is going to run longer than initially scheduled, and as a result will conflict with another upcoming assignment, you must advise the interpreter clerk of the conflict as soon as you are aware of this. If the upcoming assignment is at a different court registry, you must advise both interpreter clerks about the conflict so that they can discuss what to do.

### **7.7 Double booking is not permitted**

You may not accept more than one assignment for the same date and time, and then either cancel or subcontract one to another interpreter. This is in violation of your contract and will result in an incident report being filed.

### **7.8 Subcontracting not permitted**

You are not permitted to subcontract your assignment to another interpreter. This is in violation of your contract and will result in an incident report being filed. If you are unable to keep the scheduled assignment for any reason, you must notify the interpreter clerk who booked you.

## **7.9 Same interpreter for accused and witnesses**

Unless ordered otherwise by the court, you will be scheduled to interpret for both the accused and witnesses in a criminal trial or for both parties in a civil matter. This is because an interpreter does not 'represent' the interests of either party.

### **Scheduling travel**

If you must travel for an appearance, you are responsible for scheduling your own travel arrangements and submitting receipts for reimbursement.

### **Communicating case details to the interpreter**

If you are a CART Captioner, the interpreter clerk will provide you with the names of counsel and the brief style of cause so that you may prepare word lists for the proceedings.

If you are a visual language or spoken language interpreter, the interpreter clerk will provide you with any information they have about the type of case so that you can prepare any specialized vocabulary, e.g. medical terminology.

### **Court Interpreter Request and Record (ADM 322)**

The *Court Interpreter Request and Record* – ADM 322 form is the document that serves as the scheduling, canceling and payment of Interpreters.

The court clerk will initial the ADM 322 when your interpreting in the court room is finished. At the end of your assignment, the interpreter clerk will ask you to confirm the information and sign page 2 of the ADM 322.





## COURT INTERPRETER REQUEST AND RECORD

Control/Invoice No. \_\_\_\_\_

Invoice Date: YYYY MM DD  
 | | | | | | | | | |

**5 Payment Details**

<b>Fees</b>	Rate	Total Hours	= \$	Fees Payable
Court Hours	\$ _____	X _____	= \$ _____	\$ _____
Travel Hours	\$ _____	X _____	= \$ _____	\$ _____
				Subtotal = \$ _____
(GST Number _____)				GST = \$ _____
				Total Fees = \$ _____

  

Supplier Number _____	Location _____
Project Code _____	
Account _____	STOB _____
Responsibility _____	GST <b>1 5 7 5</b>

  

<b>Expenses</b> (receipts attached)	Rate	Total Mileage	= \$	Expenses Payable \$ _____ GST (if applicable) \$ _____ Total Payable \$ _____	
Travel Mileage	\$ _____	X _____	= \$ _____		
Breakfast	\$ _____	X _____	= \$ _____		
Lunch	\$ _____	X _____	= \$ _____		
Dinner	\$ _____	X _____	= \$ _____		
Lodging	\$ _____	X _____	= \$ _____		
Airfare	\$ _____		= \$ _____		
Miscellaneous	_____		= \$ _____		
<b>Total paid by Court Services</b>					\$ _____
<b>Total paid by Federal Crown</b>					\$ _____

Sent to Federal Crown

**6** Interpreter's Signature \_\_\_\_\_ YYYY MM DD \_\_\_\_\_

Approver's Signature \_\_\_\_\_ YYYY MM DD \_\_\_\_\_

I certify this is a true statement of disbursements made and/or allowances to which I am entitled as a result of travel on government business as detailed above and for which I have not been and will not be reimbursed by any other party.

Print Name \_\_\_\_\_

## **8. When an assignment is cancelled**

### **8.1 Overview**

When Court Services is advised by that an interpreter is no longer needed—usually by counsel because a matter is not proceeding—then the interpreter clerk will contact you to cancel the assignment.

Depending on the amount of notice given when an assignment is cancelled, you may be paid a cancellation fee. And, where travel has been arranged or even completed, eligible expenses are reimbursed.

If an interpreting assignment concludes in a shorter time than scheduled, it is not a cancelled assignment. See [Paying interpreters](#) for minimum amounts paid to interpreters who attend a scheduled appearance that finishes early.

### **8.2 Cancellation by an interpreter**

When an interpreter is required for a proceeding, the proceeding cannot be held as scheduled without the interpreter. When an interpreter cancels an assignment, Court Services must find a replacement interpreter. If a replacement interpreter cannot be scheduled, a proceeding may have to be rescheduled. Rescheduling a proceeding has significant implications for Court Services, the parties and potentially the administration of justice. Because of this, any cancellation by an interpreter is documented and reviewed. Court Services may contact the interpreter to confirm the circumstances of the cancellation.

### **8.3 When a request for an interpreter is cancelled**

Interpreters are scheduled by Court Services at the request of counsel or the Court. An assignment may be cancelled if Court Services is notified that an interpreter is no longer required for the scheduled proceeding. When this happens, Court Services is responsible for notifying the interpreter.

Court Services will notify the interpreter as soon as practicable.

### **8.4 Notifying the interpreter of a cancellation**

The interpreter clerk must inform you as soon as possible if a court appearance is cancelled.

Generally, the interpreter clerk will contact you using the same means of communication used when the assignment was booked, i.e. email or phone call. If the interpreter clerk is not able to speak with you directly, and leaves a message, or sends an email, they will clearly state

- (a) the day and time of the notification of cancellation
- (b) the day and courthouse that the appearance had been scheduled for, and
- (c) request that you contact the interpreter clerk to confirm you have received the cancellation.



### 8.5 Cancellation with less than 48 hours (2 business days) notice: cancellation fee paid

If your assignment is:

(a) cancelled with less than 48 hours (2 business days) notice before day 1 of the assignment, or

(b) is stayed on the day it was scheduled to start, e.g. the accused does not appear you are entitled to a cancellation fee **except** when you are rescheduled to interpret on the same day and time but for a different proceeding.

### 8.6 Rate paid when an assignment is cancelled

The cancellation fee for is calculated using the hourly rate in the interpreter contract.

### 8.7 Calculating the number of hours to be paid

The number of hours that an interpreter is paid for a cancelled assignment depends on the length of the cancelled assignment. See below.

#### TOTAL hours paid when the assignment is cancelled with < 48 hours' notice

Scheduled length of cancelled assignment	TOTAL hours paid (not hours paid/day)
½ day (a.m. or p.m)	2.5
Two or more ½ days, e.g. M, T, W, a.m.	5
1-3 days	5
4-6 days	10
7+ days	15
<b>Example #1:</b> A spoken language interpreter is scheduled for a ½ day assignment. The assignment is cancelled with less than 48 hours notice; the <b>total</b> cancellation fee paid is 2.5 hours.	
<b>Example #2:</b> A visual language interpreter is scheduled for a 5-day trial. The trial is cancelled with less than 48 hours notice; the total cancellation fee paid is 10 hours.	
<b>Example #3:</b> A CART captioner is scheduled for a 2-day trial. The trial is cancelled with less than 48 hours notice; the total cancellation fee paid is 5 hours.	

### 8.8 Expenses paid when assignment cancelled

If your assignment is cancelled with 48 hours (two business days) or more notice, and you have not started travelling, you are entitled to have any eligible non-refundable expenses reimbursed, e.g. a deposit on accommodation.

If you are already on travel status, you are entitled to have any eligible non-refundable expenses reimbursed, e.g. air fare, deposit on accommodation

- Eligible expenses will only be reimbursed if you had to be on travel status to be at the interpreting assignment when required. They will not be reimbursed if you chose to travel early for personal reasons, e.g. to visit friends or family before starting the interpreting assignment.

If you are on travel status when an assignment is cancelled, you must contact the interpreter clerk to confirm what, if any, changes to travel plans should be made. Any changes to travel plans should be based on fairness and common sense. Any *unnecessary* expenses incurred because an assignment is cancelled will not be reimbursed by Court Services Branch.

**Example #1:** An interpreter has travelled by plane out of town to a 1-day assignment. They spend the night in a hotel. The next morning, they are told the assignment has been cancelled. Rather than spending the day at the location and returning on the flight already booked for the end of the day, the interpreter buys a new one-way ticket and returns that morning.

This is an unnecessary expense and CSB will not reimburse this extra flight. It would be reasonable for the interpreter to have stayed the day and returned on the flight already booked.

**Example #2:** An interpreter has travelled by plane out of town to a 3-day assignment. They spend the night in a hotel. The next morning, they are told the assignment has been cancelled. It would be unreasonable for Court Services Branch to expect the interpreter to stay out of town for 3 days waiting for their return flight home. In this example, CSB would approve a new one-way flight so the interpreter could return home.

## 9. How interpreters are paid: fees and expenses

### 9.1 Overview

Interpreters are retained as private sector service contractors, and not as servants, employees or agents of the province.

The provincial government does not make deductions from interpreters' payments for income tax, Canada Pension or Employment Insurance, and does not issue T4 slips except for interpreters from out- of-country. Interpreters are responsible for keeping their own records for tax purposes.

### Interpreter Fees

### 9.2 Hourly rates for interpreters

The hourly rate for interpreters is set out in the interpreter contract.

### 9.3 What counts as 'time worked' that will be paid

During an interpreting assignment, you will be paid

- a) from the time the registry tells you to arrive (when assignment starts)
- b) when required to be in the courtroom
- c) while waiting between appearances during an a.m. or p.m. session, e.g. the first matter is completed, the second matter is not proceeding (this is not calculated as a cancellation), and you are waiting for the third matter of the morning session
- d) when the court takes a recess during a morning or afternoon session
- e) for interpreting or sight translating either before or after an appearance at the request of the Court, Crown Counsel, Duty Counsel, a bail supervisor or a probation officer
- f) when requested to wait at the courthouse and remain available, e.g. while a jury is deliberating or when documents are being prepared.

You are not paid for the recess (lunch) between the morning and afternoon session.

You are not paid a *per diem* for the recess between the morning and afternoon session (lunch) unless you are on travel status.

### Requests for interpreter time beyond the time that was scheduled (*ad hoc* interpreting)

If the Court, Crown Counsel, Duty Counsel, a bail supervisor or a probation officer requires you to interpret

- a) prior to a proceeding on the day of the proceeding (not already scheduled), or
- b) to continue interpreting after the court appearance is concluded

let the interpreter clerk know so they can approve the additional interpreting time.

If you are scheduled to begin a different assignment immediately after the scheduled period, you must attend the scheduled assignment rather than the *ad hoc* interpreting that has been requested.

#### 9.4 Overtime

There is no overtime work. Interpreters are paid the hourly rate set out in the interpreter contract.

#### 9.5 Minimum hours paid

Interpreters are paid a set minimum number of hours regardless of the length of the appearance/work.

The minimum hours paid does not apply when an appearance is cancelled before it starts. If an appearance is cancelled before it starts, this is a cancellation. See [Cancelling an assignment](#) for the cancellation fees paid.

The minimum amount paid applies to each a.m. or p.m. session you work. That is, the minimum amount applies when you:

- (a) are booked **only** for an a.m. session and works less than the minimum hours
- (b) are booked **only** for the p.m. session and works less than the minimum hours
- (c) are booked for **both** the a.m. and p.m. session for **different** proceedings and in one or both sessions you work less than the minimum hours
- (d) are booked for **both** the a.m. and p.m. session for the **same** proceeding but in one or both sessions you work less than the minimum hours

#### Minimum hours paid to interpreters

	Minimum hours paid to interpreters		
	Spoken language	Visual language	CART
<b>Scheduled for a.m. OR p.m. session only</b>	2.5	2.5	2.5 + .5 for equipment set up = 3
<b>Scheduled for both a.m. AND p.m. sessions (applies if scheduled for different or same matter, e.g. trial)</b>	5	5	5 + .5 for equipment set up = 5.5 • Note: If CART captioner must change courtrooms then .5 for set-up each time

### 9.6 Interpreter responsibility when an appearance is shorter than the minimum time

If your work is completed and you will receive a minimum payment (because you worked less than 2.5 hours), you are required to report to a member of the court registry staff to enquire whether there are any other assignments, within the minimum scheduled time, prior to leaving the courthouse.

If you are directed—by the Court, Crown Counsel, Duty Counsel, a bail supervisor or a probation officer—to interpret or translate for a party or witness within the remaining scheduled time, you may do so without consulting the court registry.

#### How to calculate minimum hours paid

9.6.1 How the minimum hours paid is calculated is the same for all interpreters.

**Example #1:** An interpreter is booked for an a.m. session for various matters. No p.m. session is booked.

Scenario	Hours worked	Hours paid
The interpreter started at 9:30 interpreting for counsel prior to a matter, and then interpreted for a first appearance from 10:00 – 10:30.  The arraignment scheduled for 10:30 does not proceed and the registry has no other work for the interpreter.	9:30 – 10:30 = 1 hour	<b>2.5</b>  The minimum is applied
<b>TOTAL</b>	<b>1</b>	<b>2.5</b>

**Example #2:** An interpreter is booked for an a.m. session and a p.m. session for separate matters.

Scenario	Hours worked	Hours paid
9:00 a.m. for a first appearance	9:00 – 10:00 = 1 hour	2.5  The minimum is applied.
1:30 p.m. for an arraignment hearing	1:30 – 2:00 = .5 hour	2.5  The minimum is applied.
<b>TOTAL</b>	<b>1.5</b>	<b>5</b>  Lunch is not paid

**Example #3:** An interpreter is booked for an a.m. session for various matters. No p.m. session is booked.

Scenario	Hours worked	Hours paid
<p>The interpreter worked from 9:00 – 12:30.</p> <p>One of the morning matters was not heard and was put over to the afternoon.</p> <p>The interpreter was <u>not booked</u> for the p.m. but is asked, and says they <u>are available</u>, to assist with the matter that was put over. The interpreter takes lunch.</p>	9:00 – 12:30 = 3.5 hours	3.5
<p>The interpreter returns for the p.m. session and works from 2 - 3</p>	2:00 – 3:00 = 1 hour	<p>2.5</p> <p>The p.m. session is a new booking so the 2.5 hour minimum applies.</p> <p>Lunch is not paid</p>
<b>TOTAL</b>	<b>4.5</b>	<b>6</b>

**Example #4:** An interpreter is booked for an a.m. session and a p.m. session for a trial (full-day)

Scenario	Hours worked	Hours paid
9:00 a.m. in court	9:00 – 12:30 = 3.5 hours	3.5
2:00 p.m. in court	2:00 – 3:00 = 1 hour	<p>2.5</p> <p>The minimum is applied</p>
<b>TOTAL</b>	<b>4.5</b>	<p><b>6</b></p> <p>Lunch is not paid</p>

**Example #5:** An interpreter is booked for an a.m. session and a p.m. session for a trial (full-day)

Scenario	Hours worked	Hours paid
The interpreter works from 9:30 – 12:00. The matter was scheduled for the p.m. session but it has concluded.	9:30 – 12:00 = 2.5 hours	2.5 The interpreter worked 2.5 hours in the a.m. session which is also the same as the minimum.
None	0	2.5 The minimum is applied.
<b>TOTAL</b>	<b>2.5</b>	<b>5</b>

### 9.7 Calculating payment for hours worked once minimum hours have been completed

Partial hours worked are pro-rated for any time worked beyond the minimum number of hours. Partial hours worked will be paid in ½ hour (30 minute) increments.

#### Calculating hours paid after the minimum is worked

	Calculating partial hours paid
<b>CART</b>	Partial hours worked will be paid in ½ hour (30 minute) increments. This means if an interpreter works for 1 minute of the next ½ hour, they get paid for 30 minutes.
<b>Spoken language</b>	
<b>Visual language</b>	
<p><b>Example #1:</b> An interpreter is booked for the a.m. session. They work from 9 – 11:31. They have worked for 2 hours and <b>31</b> minutes. They have worked the minimum of 2.5 hours + 1 minute of the next ½ hour = 3 hours paid.</p> <p><b>Example #2:</b> An interpreter works from 1:15 to 4:16. They have worked for 3 hours and <b>1</b> minute. They get paid for 3 ½ hours.</p>	

## Interpreter Fees When on Travel Status

### 9.8 Fees paid for travel time when on travel status

To be on travel status, an interpreter must have travelled 32km or more one-way from their residence to provide the interpreting service.

Travel status is determined using Google maps. When Google maps provides more than one route, the shortest reasonable route is generally used when determining if the interpreter will be on travel status.

Interpreters on travel status are entitled to be compensated for travel time.

### 9.9 Calculating travel time for BC interpreters

Travel time is calculated on the most direct, and reasonable, available route from the time of departure from your residence and ends on arrival at your destination. When choosing whether to drive or fly, you will select whichever is the most economical considering the specific circumstances.

When the interpreter clerk completes the *Court Interpreter Request and Record* (ADM 322) you will tell the registry your travel time. Travel time is not calculated using Google maps because Google does not consider delay or traffic conditions. However, Google maps may be used as an indicator of expected travel time.

Travel time is paid in 30-minute (1/2 hour) increments on the **TOTAL round-trip** time.

#### Calculating partial hours paid for travel time

	Calculating partial hours paid for travel time
<b>CART</b>	Partial hours travelled will be paid in ½ hour (30 minute) increments.  This means if an interpreter works for <b>1 minute</b> of the next ½ hour, they get paid for 30 minutes.
<b>Spoken language</b>	
<b>Visual language</b>	
<p><b>Example #1:</b> An interpreter has flown out of town on the same day as a one-day interpreting assignment. The interpreter’s <b>total round-trip travel time</b> from their residence to the courthouse and back to their residence at the end of the day is 8 hours and 15 minutes.</p> <ul style="list-style-type: none"> <li>The interpreter travelled for 8 hours and 15 minutes. They would be paid for 8 ½ hours of travel time.</li> </ul>	
<p><b>Example #2:</b> An interpreter has an assignment at the Surrey Courthouse; more than 32 km one-way from their home. Google maps indicates the distance travelled from their residence to the courthouse would take 30 minutes one way. The interpreter reports travel time of 31 minutes one way. Therefore, a roundtrip would be 62 minutes travel time.</p> <ul style="list-style-type: none"> <li>62 minutes is 1 hour and 2 minutes. The interpreter would be paid for 1 ½ hours of travel time.</li> </ul>	
<p><b>Example #3:</b> An interpreter has an assignment at the Abbotsford Courthouse; more than 32 km one-way from their home. Google maps indicates that the distance travelled from their residence to the courthouse would take 30 minutes one way. The interpreter reports travel time of 44 minutes one way because of traffic. The assumption is the same time for the return home and therefore, their roundtrip would be 88 minutes travel time.</p>	



- 88 minutes is 1 hour and 28 minutes. The interpreter would be paid for 1 ½ hours of travel time.

### 9.10 Calculating travel time for out of town overnight trips

If you are flying or driving to an assignment the day before it starts, the travel time is calculated from when you leave your residence to when you arrive at your accommodation, e.g. a hotel. There is no travel time paid once you arrive, i.e. for the evening or during sleep.

Travel time the next day between the hotel and court is not paid. Transportation costs, e.g. taxi, public transit to the courthouse, is reimbursed as an expense.

Travel time from the assignment back to your residence is calculated from leaving the court to arriving back at your residence OR leaving the hotel and arriving back at your residence depending from where you left.

### 9.11 Calculating travel that starts and completes on the same day

If you are flying or driving to an assignment on the day of the assignment, the travel time is calculated from when you leave your residence to when you arrive at the courthouse; and from when you leave the courthouse to when you arrive back at your residence.

## Interpreter Expenses When on Travel Status

### 9.12 Group 1 Rates – Travel expenses for interpreters

Interpreter expenses are covered by provincial government policy Group 1 Rates—Expenses for Contractors. The *Group 1 Rates – Expenses for Contractors* is included as an appendix in all interpreter contracts and interpreters are expected to be familiar with it.

Receipts must be provided for all expenses claimed other than *per diems* and mileage claims.

#### Additional information on travel expenses not in the Group 1 rates

Some hotels may not honour the government rate if the booking is not done directly through the hotel. If you make a reservation through an online booking site, you are responsible for ensuring the government rate will be charged. Otherwise, you must pay the difference.

You must book the least expensive flight that allows you to reach your assignment destination at a reasonable time.

Mileage is calculated using Google maps. When Google maps provides more than one route, choose the shortest reasonable route when determining mileage unless you have a reasonable explanation for why you took a longer route.

**Example:** An interpreter who resides on 13th Avenue, Vancouver is scheduled for an assignment at the Surrey Courthouse. Using Google Maps the distance travelled would be 34.2 km; a roundtrip would be calculated at 68.4 km.

## Interpreter Expenses When Not on Travel Status

### 9.13 Parking is not reimbursed

Interpreters who are not on travel status, i.e. not traveling more than 32km from their residence, are not eligible to claim parking or taxi expenses.

### 9.14 Parking: exception for CART interpreters

CART interpreters do not have to be on travel status, that is they do not have to travel more than 32km from their residence, to claim parking. Parking costs for CART interpreters is reimbursed in recognition of the fact that CART service involves the transportation of equipment.

## Processing Payments

### 9.15 The Court Interpreter Request and Record (ADM 322)

The *Court Interpreter Request and Record* (ADM 322) form is the document that serves as the scheduling, canceling and payment of interpreters.

### 9.16 Verifying time spent in court interpreting: Court Clerk

At the end of a court appearance the Court Clerk is responsible for completing and initialing the *Record* section of the ADM 322 where it says *Approver's Initials*.

3 Record										
Date Required	Court File Number	Case Name	Language	Reason	Federal	Court Room	Start	Time	Finish	Approver's Initials
					<input type="checkbox"/> F				am pm	
Fed Prosecutor's Name: _____									am pm	
					<input type="checkbox"/> F				am pm	

### 9.17 Verifying time spent interpreting for out-of-courtroom services: JP, etc.

Interpreters may be required to perform other services while at the court location, such as reading a probation order or bail document or attending at the probation office. In these cases, interpreters will have their time entered on the ADM 322 and the person in charge, (e.g. Justice of the Peace, probation officer, etc.) must complete and initial the *Record* section of the ADM 322 where it says *Approver's Initials*.

3 Record										
Date Required	Court File Number	Case Name	Language	Reason	Federal	Court Room	Start	Time	Finish	Approver's Initials
_____	_____	_____	_____	_____	<input type="checkbox"/> F	_____	_____	_____	_____	am pm
Fed Prosecutor's Name: _____										
_____	_____	_____	_____	_____	<input type="checkbox"/> F	_____	_____	_____	_____	am pm

### 9.18 Interpreters with a Goods and Services Tax (GST) number - fees

GST is charged by interpreters who have a GST number. GST is only charged on fees.

**Example:** An interpreter who has a GST number, and whose rate is \$60/hour, works for 4 hours.

- Fees: 4 hours x \$60/hour = \$240
- GST: \$240 x 5% (GST) = \$12.00

#### 5 Payment Details

Fees	Rate		Total Hours	= \$	Fees Payable
Court Hours	\$ 60.00	X	4	= \$	240.00
Travel Hours	\$	X	0	= \$	0
Subtotal =					\$ 240.00
GST =					\$ 12.00
Total Fees =					\$ 252.00

(GST Number 77345 8765 RT0001 )

### Interpreters with a GST number – expenses

When receipts are submitted for reimbursement an interpreter with a GST number must deduct the embedded GST from the expenses.

**Example:** An interpreter pays \$43.55 for a taxi.

Cost of expense, e.g. taxi:	\$40.48
PST charged:	\$1.05
GST charged:	\$2.02
TOTAL PAID:	\$43.55

- The interpreter deducts the GST charged (\$2.02) and bills \$41.53 as the expense to be reimbursed by CSB.

Expenses (receipts attached)				+	
Travel Mileage	Rate	Total Mileage		= \$	
	\$ _____	X _____		= \$ _____	
Breakfast	Rate	Total Days		= \$	
	\$ _____	X _____		= \$ _____	
Lunch	Rate	Total Days		= \$	
	\$ _____	X _____		= \$ _____	
Dinner	Rate	Total Days		= \$	
	\$ _____	X _____		= \$ _____	
Lodging	Rate	Total Days		= \$	
	\$ _____	X _____		= \$ _____	
Airfare				= \$	
	\$ _____			= \$ _____	
Miscellaneous		Taxi fare		= \$	41.53
				= \$	41.53
					Expenses Payable
					\$ 41.53
					GST (if applicable)
					\$ _____
					Total Payable
					\$ 41.53

### Interpreters without a GST number - fees

Interpreters without a GST number must never charge GST on fees.

**Example:** An interpreter does not have a GST number, whose rate is \$60/hour, works for 4 hours.

5 Payment Details		Fees			Fees Payable	
Court Hours	\$	60.00	X	4	= \$	240.00
						\$ 240.00
Travel Hours	\$		X	0	= \$	
						\$
					Subtotal =	\$ 240.00
					GST =	\$ 0
					Total Fees =	\$ 240.00
(GST Number _____ N/A _____)						

### Interpreters without a GST number - expenses

It is CSB policy to reimburse interpreters without a GST number for the GST they pay on expenses, e.g. the GST on an airfare, taxi, or hotel room. However, the GST should be shown separately on the ADM 322.

**Example:** An interpreter pays \$43.55 for a taxi.

Cost of expense, e.g. taxi: \$40.48  
 PST charged: \$1.05  
 GST charged: \$2.02  
 TOTAL PAID: \$43.55

- The cost of the taxi \$40.48 + plus PST \$1.05 = \$41.53
- The GST paid is shown separately on the ADM 322 but the interpreter will be reimbursed.

Expenses (receipts attached)				+
Travel	Rate	Total Mileage	= \$	Expenses Payable \$ 41.53 GST (if applicable) \$ 2.02  Total Payable \$ 43.55
Mileage	\$ _____ X _____		= \$ _____	
Breakfast	Rate	Total Days	= \$	
	\$ _____ X _____		= \$ _____	
Lunch	Rate	Total Days	= \$	
	\$ _____ X _____		= \$ _____	
Dinner	Rate	Total Days	= \$	
	\$ _____ X _____		= \$ _____	
Lodging	Rate	Total Days	= \$	
	\$ _____ X _____		= \$ _____	
Airfare	\$ _____		= \$ _____	
Miscellaneous	Taxi fare		= \$ 41.53	

### 9.19 Receiving payment

When you signed your contract, you also provided the necessary information for electronic funds transfer (EFT) of payment for interpreting assignments. This is how you will receive payment.