

APPLICATION OF THE 2013 CEB-AITC AGREEMENT – FAQs

General

Q 1 Which organizations signed the Agreement?

A The 15 organizations which signed the Agreement are listed in Annex I thereof. They are: the Food and Agriculture Organization of the United Nations (FAO), the International Atomic Energy Agency (IAEA), the International Civil Aviation Organization (ICAO), the International Fund for Agricultural Development (IFAD), the International Labour Office (ILO), the International Maritime Organization (IMO), the International Telecommunication Union (ITU), the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO Preparatory Commission), the United Nations (UN), the United Nations Educational, Scientific and Cultural Organization (UNESCO), the Universal Postal Union (UPU), the World Health Organization (WHO), the World Intellectual Property Organization (WIPO), the World Meteorological Organization (WMO) and the World Tourism Organization (UNWTO). The World Trade Organization (WTO) did not sign the Agreement but unilaterally undertook to apply it (see Annex II of the Agreement).

Q 2 Does the CEB-AITC Agreement apply equally to members and non-members of AITC?

A The entire Agreement applies in exactly the same way to all translators, whether they are members of AITC or not.

Q 3 I am not a member of AITC and therefore do not appear in the AITC Directory. How will anyone know if I do not abide by the rule on professional domicile in accepting an offer of employment?

A Heads of service who recruit non-members are required to check as far as possible and notify their administrations of any irregularities. Signatory organizations have also asked AITC to monitor such situations and to bring them to the attention first of the translator concerned, then, if necessary, the relevant employer.

Q 4 Will shared weekends still be paid under the new 2013 Agreement?

A No. (See also question Q 5.)

Q 5 If I have a daily contract lasting more than one week, will I still be paid for Saturdays and Sundays, as was the case under the old Agreement?

A No; you will only be paid for the days you actually work. However, the new method of calculating daily rates means that your total remuneration for five days worked will be comparable to what you would have received for seven days under the old Agreement.

Q 6 Under the 2013 Agreement, when I work on a monthly contract (i.e. a contract of over 30 days), how many days of annual leave will I earn?

A From 1 January 2013, translators hired on monthly contracts will earn days of annual leave determined according to the employer organization's internal staff provisions governing temporary appointments. In the United Nations, for example, temporary staff members earn 1½ days of annual leave every month. Days of leave earned but not taken are paid in full (see paragraph 52(d) of the Agreement). Sick leave provisions are also determined by the organization's internal staff provisions governing temporary appointments.

Q 7 Where can I get copies of the organizations' internal staff provisions governing temporary appointments?

R They can be obtained from each organization's human-resources department and in some cases are available on the organization's intranet.

Conversion

Q 8 How does conversion differ from reclassification?

A Unlike reclassification – which translators must request through their main employer once they fulfil the conditions, as before – conversion will apply systematically to all translators who have a grade in 2012. By default it will be automatic, requiring no action on your part: your first employer of 2013 will assign your new grade (for the grades to be assigned by default under the automatic conversion process, see the circular on conversion available in the “members only” section of the AITC website and Annex VI-A of the Agreement).

Q 9 Is it possible for my 2012 grade to be converted into a higher grade than I would be assigned automatically?

A Yes (see the requirements set out in the circular on conversion and Annex VI-B of the Agreement). If this is the case, you should submit a request to your first employer of 2013, with copies of contracts showing that you have the number of days required. Note, however, that in such a case non-regression will not apply (see question Q 24).

Q 10 If I meet the requirements for conversion from R III to T V, equivalent to P 5, step 1, at what grade will I be recruited in organizations where the grading structure does not allow for translators to be employed at that level?

A You will be recruited as a T IV (see question Q 25 for how non-regression will apply in such cases).

Q 11 Given that my first employer of 2013 is responsible for assigning my grade under the 2013 Agreement, what happens if that employer applies the Agreement without being a signatory?

A If the employer decides to apply the 2013 Agreement, it should assign your new grade; however, if the first signatory organization you work for under the new Agreement does not accept the grade assigned, the decision of the signatory shall take precedence.

Q 12 Can work done for non-signatory organizations be taken into consideration for conversion purposes in the case of translators who are eligible to request a higher grade than they would be assigned automatically?

A Work done for non-signatory organizations that are recognized by signatories to the Agreement will be taken into consideration for conversion purposes. Annex IV of the Agreement contains an indicative list of such organizations.

Q 13 Does the Agreement provide for automatic grade conversion in the case of a permanent translator who becomes a short-term translator after 1 January 2013?

A No, the Agreement contains no provisions on this.

Reclassification

Q 14 I think I have enough days to be reclassified to a higher grade. Should I notify AITC?

A No. You should approach your main employer, if it is a signatory to the CEB-AITC Agreement. If it is not, you should approach the signatory organization that employs you most.

Q 15 Can work done for non-signatory organizations be taken into consideration for reclassification purposes?

A As provided in paragraph 36 of the 2013 Agreement, the signatories to the Agreement do consider work done for non-signatory organizations which apply similar recruitment standards for reclassification purposes. Annex IV of the Agreement contains an indicative list of such organizations.

Q 16 When I am counting my days for reclassification, should I count only days actually worked, or inclusive contract dates, including weekends and official holidays?

A Inclusive contract dates, including weekends and official holidays, count towards reclassification.

Q 17 When I am counting my days for reclassification, how many words of contractual translation are equivalent to one day's work on a short-term contract?

A Most signatory organizations accept 1,650 words as equivalent to one day's work. If your main employer uses a different standard, you should follow its practice.

Rates applicable based on professional domicile (in-house contracts) or place of residence (off-site contracts)

Q 18 I see that paragraph 54 of the Agreement establishes specific rates ("Headquarters rates") for eight duty stations (Geneva, London, Madrid, Montreal, New York, Paris, Rome and Vienna). If my professional domicile is at one of these eight duty stations and I work in-house for an organization that is a signatory to/applies the Agreement at the same duty station, am I right in thinking that I receive the headquarters rate for that duty station?

A Yes.

Q 19 If I work off-site for an organization that is a signatory to/applies the Agreement and is located at one of the eight duty stations for which the Agreement sets a specific rate, am I right in thinking that I will only get the headquarters rate for that duty station if I also live at the duty station in question?

A Yes.

Q 20 Am I right in thinking that in all cases other than those covered by questions Q 18 and Q 19, I will get the world rate?

A Yes.

9% social security supplement

Q 21 Will the 9% social security supplement still apply under the new Agreement?

A Yes. You will continue to be entitled to the supplement unless (i) you are receiving a retirement pension under the UN Joint Staff Pension Fund or (ii) a signatory organization is paying employer contributions into a pension fund for you.

Non-regression

Q 22 What conditions must I meet to benefit from non-regression?

A To benefit from non-regression, you must have been employed in 2012 (or in 2011 for those who were unable to work in 2012 because of illness or parental responsibilities) by an organization applying the Agreement and not have changed your professional domicile since 1 December 2012.

Q 23 I am a short-term translator and my grade will be T II on 31 December 2012. Under the new Agreement, an existing 2012 T II will automatically be converted to the new 2013 T II grade, but the new 2013 T II grade will be equivalent to P 2, step 1, rather than P 3, step 1. Will I be entitled to the P 3 salary under the non-regression clause, even though I remain T II?

A Your grade in the new system will indeed be T II and, under the non-regression clause, you will continue to receive the salary for T II under the old Agreement, equivalent to P 3, step 1. There are two exceptions: if you did not have a contract at grade T II in 2012 or if your professional domicile has changed since 1 December 2012, you will receive the salary for T II under the 2013 scale.

Q 24 I am a T I translator and I am eligible to request conversion of my current grade to T II under the 2013 Agreement. Will I receive the salary for T II as defined in the 2013 Agreement or the salary for T II under the old Agreement, by virtue of the non-regression clause?

A You will receive the salary for T II under the 2013 Agreement. Likewise, any translator whose grade at 31 December 2012 is converted to a higher grade than would have been assigned automatically will receive the salary for their new grade, as defined in the 2013 rates.

Q 25 I am an R III translator and I am eligible for my grade to be converted to T V, which is equivalent to P 5, step 1 under the new grade structure set out in the Agreement. I see from question Q 10 that, in organizations where the grading structure does not include posts for P 5 translators, I will be recruited at T IV. What salary will I receive in such a case?

A If you qualify for non-regression, you will continue to receive the salary for your old R III grade as long as it is higher than the salary for the new grade T IV.

Q 26 I work off-site for an organization that is a signatory to/applies the Agreement and is situated at one of the eight duty stations for which the 2013 Agreement sets a specific salary rate. Up to 2012, I received the non-local rate. Given that I do not live at the duty station where the organization is located, the world rate will apply to me from 1 January 2013. For the purposes of non-regression, will this be compared to the non-local rate in force at 31 December 2012, with the higher of the two being paid?

A No. Since the non-regression clause does not apply to off-site work, no comparison will be made and the world rate will apply to you.

Q 27 I work off-site for an organization that is a signatory to/applies the Agreement and is not situated at one of the eight duty stations for which the 2013 Agreement sets a specific salary rate. I live at the duty station where the organization is located. According to Annex III to the Agreement (in paragraph 4), the world rate will apply to me from 1 January 2013. Will this be compared to the local rate in force for the duty station in question at 31 December 2012 for the purposes of non-regression, with the higher of the two being paid?

A No. Since the non-regression clause does not apply to off-site work, no comparison will be made and the world rate will apply to you.
