

Understanding the professional domicile provisions of the CCAQ-AITC Agreement

Under the Agreement concerning the conditions of employment of short-term conference translators in the United Nations and many of its specialized agencies, which AITC concluded with the old Consultative Committee for Administrative Questions, or CCAQ (now succeeded by the Chief Executives Board), whenever a translator is employed on an in-house contract according to the terms of that Agreement, the translator's professional domicile is one of the main factors on which the contract of employment is based.

The following is a brief summary of the provisions governing professional domicile, compiled for ease of reference by AITC members and employer organizations alike.

1. Despite the customary meaning of "domicile" as the place where one makes one's home, the professional domicile of a conference translator is explicitly defined in the CCAQ-AITC Agreement as being a place determined by the translator "to the exclusion of his home address or actual place of residence". Hence a translator's professional domicile need not bear any relation to where the translator actually lives.
2. For practical purposes, a translator's professional domicile is best thought of as the only place in the world, as chosen by the translator, where he or she may be recruited as "local", that is, employed on a contract under the CCAQ-AITC Agreement at the local rate of pay and without being paid daily subsistence allowance (DSA). Consequently, if the translator is employed under the Agreement anywhere in the world other than at his or her professional domicile, the translator must be remunerated at the non-local rate of pay and must be paid the DSA applicable to the place of work.
3. It is sufficient for the professional domicile to be declared as a city or town. There is no requirement that the professional domicile include a street address or that it be used as a postal address for receiving mail.
4. The professional domicile for a conference translator applies only when he or she is working in the occupations covered by the Agreement, namely translation, revision, editing and précis-writing. It does not apply when he or she is working in some other occupation, such as interpreting.
5. Members of AITC declare their professional domicile when they join the Association and the AITC Secretariat furnishes that information to potential employers in the Membership Directory, which is published annually in paper form and kept continually updated on the AITC website.
6. Professional domicile may be changed at any time – in other words, a translator may decide at any time to be eligible to be recruited as "local" at a different place – provided that a period of at least 12 months has elapsed since his or her previous change of professional domicile. Members must inform the AITC Secretariat immediately every time they change their professional domicile.

7. If a translator chooses as professional domicile a place other than the place where he or she lives, and is recruited to work in the place where he or she lives, the translator must be remunerated at the non-local rate for such employment and must be paid the applicable DSA.

Example: Someone who lives in Vienna and has declared his or her professional domicile to be Rome must, in order to work in Vienna, be recruited on a “non-local” basis in Vienna and be paid the DSA applicable to Vienna. Only in Rome may that person be recruited on a “local” basis, without being paid DSA.

8. When a translator is recruited to work anywhere on a non-local contract, the translator is not required to travel via his or her professional domicile in order to reach the place of work. Travel can be from anywhere else provided that the cost of such travel is no greater than the cost would be from the professional domicile. In effect, the location of the translator’s professional domicile simply establishes a cap on how much the translator’s travel can cost.

Example: If a translator who lives in Vienna, and who has declared Rome to be his or her professional domicile, is recruited to work in New York, then the maximum airfare to which the translator is entitled is based on round-trip travel between Rome and New York. Nevertheless, the translator would travel by the most direct route between Vienna and New York, with no need to travel via Rome.

9. All the professional domicile provisions contained in the CCAQ-AITC Agreement, as summarized in paragraphs 1 to 8 above, apply equally to all translators employed on short-term contracts, regardless of whether or not they are members of AITC. Signatory organizations are required to apply those provisions equally to all translators they hire on short-term contracts.
10. Under the AITC Professional Code, the same professional domicile that an AITC member has selected for working under the CCAQ-AITC Agreement must also be used when working under contracts with other employers or groups of employers with which AITC has concluded an agreement. At present, these employers are the six bodies known as the “Co-ordinated Organisations”, namely the Council of Europe, the European Centre for Medium-Range Weather Forecasts, the European Space Agency, the North Atlantic Treaty Organisation, the Organisation for Economic Co-operation and Development and the Western European Union.
11. The professional domicile provisions outlined above apply only to contracts pursuant to the CCAQ-AITC Agreement or with the employers mentioned in paragraph 10. The provisions do not apply to contracts with other employers such as non-signatory organizations, government ministries and agencies, or firms in the private sector.

* * * * *

Detailed enumeration of professional domicile provisions

1. The professional domicile provisions contained in the CCAQ-AITC Agreement are as follows:

From chapter II (“Appointment and termination”), article 8 (“Professional domicile”):

- (a) *For the purpose of this Agreement, the professional domicile of the translator is the domicile for which the translator considers himself as local.*
- (b) *The professional domicile of translators members of the Association is published in the Association’s Yearbook. The organizations will request a translator who is not a member of the Association to declare his professional domicile when 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 employment is offered, to the exclusion of his home address or actual place of residence.*

From chapter III (“Remuneration”), article 13 (“Monthly rates”):

- (f) *When a translator is employed on a monthly basis at duty stations away from his professional domicile, he shall be entitled to a subsistence allowance in accordance with the rules applied to the regular staff.*

From chapter IV (“Travel Conditions”), article 15 (“General”):

Except as may be otherwise provided in this Agreement, the travel rules applicable to the regular staff of the employing organization on missions of similar duration shall be applicable to the travel of the short-term translators employed thereby, including the excess baggage provisions. Travel shall be provided for the translator to proceed from his professional domicile (or from another place within the same cost) to his 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. Claims for reimbursement of any travel costs incurred by translators shall be approved by the employing organizations on submission of proper receipts. The organizations shall make every effort to ensure uniformity of practice in respect of travel rules. In the case of non-consecutive periods of employment outside the country of domicile, the employing organizations shall pay either travel expenses for return to the country of domicile at the end of the first period or salary and subsistence allowance during the interval.

From chapter IV (“Travel conditions”), article 17 (“Subsistence allowance”):

A translator serving away from his professional domicile shall be entitled to receive a daily subsistence allowance (DSA), which may vary from area to area in accordance with a schedule of rates established from time to time by the International Civil Service Commission on the basis of appropriate hotel and subsistence costs in the city

concerned. The conditions for payment of the allowance shall be those applicable to the regular staff of the employing organization.

2. The professional domicile provisions contained in the AITC Professional Code are as follows:

From Article 9:

Each member of the Association shall select a professional domicile, i.e. the only place where he or she may be recruited as local staff on a contract pursuant to an agreement concluded between AITC and an employer or group of employers.

The professional domicile may not be changed for a period of less than a year. Any change shall be notified without delay to the Executive Secretary.

From Rule 2 of the Annex, under the heading "Remuneration":

In the case of non-consecutive engagements elsewhere than at the professional domicile, contracts shall provide for payment of either return travel or salary and subsistence allowance during the interval between engagements.

From Rule 3 of the Annex, under the heading "Subsistence allowance":

Translators engaged elsewhere than at their professional domicile shall receive a subsistence allowance for each day or fraction of a day absent from their professional domicile. The rate shall be such that accommodation (single occupancy) and meals (of an acceptable standard) represent not more than two-thirds of the allowance.

Up to two-thirds of the subsistence allowance may be provided in the form of accommodation and meals and up to one-half in the form of accommodation only.

From Rule 6 of the Annex, under the heading "Cancellation of contracts":

- (d) *notice of cancellation shall be sent by registered mail or cable to the translator's professional domicile or to the address he or she may have specified. If cancellation is notified after the translator has left his or her professional domicile for the purpose of travel specified in the contract, the employer shall defray the travel and other expenses incurred.*

From Rule 8 of the Annex, under the heading "Travel":

In the case of engagement elsewhere than at the professional domicile, the expenses for travel between the professional domicile or other place agreed upon and the place of employment shall be defrayed by the employer, as follows:

Rail or boat: first class, with sleeper or cabin for night journeys;

Air: not less than economy class, provided that 10 kg excess baggage is allowed.

The translator shall demand a fully endorsable ticket.

One half-day's salary and subsistence allowance shall be paid for the first day of travel to and from the place of employment; for any additional day of required travel, including authorized stopovers and rest periods, full salary and subsistence allowance shall be paid.

From Rule 9 of the Annex, under the heading “Rest days”:

The employer shall allow a period of rest after travel according to the following schedule:

<i>Travel time*</i>	<i>Rest period</i>
<i>More than 10 hours, not more than 16 hours</i>	<i>24 hours</i>
<i>More than 16 hours</i>	<i>48 hours</i>

** airport to airport, including unavoidable delays and time spent in transit.*

Rest periods shall be included in the duration of the contract and paid at full salary with full subsistence allowance. Rest periods may be taken during a stop en route or on arrival, but subsistence allowance shall not be due for rest taken at the translator’s professional domicile.

3. As well, the AITC Guidelines on External Translation approved by the Association’s General Assembly on 25 June 2005 include the following definition:

professional domicile – *Place for which the translator considers him- or herself to be local for purposes of being hired under the CCAQ-AITC Agreement; it need not be the same as the translator’s usual place of residence. In accordance with the Agreement and the AITC Professional Code, a translator may have only one professional domicile and it may be changed at intervals of not less than one year.*