



# **Court Interpreter Handbook**

## **Court Services Branch**

### **Ministry of Attorney General, BC**

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## Amendments to the Handbook

### Record of updates

Version	Date	Summary of Amendments
1.0	July 3 2018	N/A
2.0	August 13, 2018	<p>Section—<i>When an assignment is cancelled:</i></p> <ul style="list-style-type: none"> <li>• Updates to cancellation hours paid once an assignment is underway</li> <li>• Updates to number of cancellation hours paid when assignment is cancelled before it starts</li> </ul>
2.1	October 2019	<p>Terms and Definitions update</p> <p>Section—<i>When an assignment is cancelled:</i></p> <ul style="list-style-type: none"> <li>• Updates to the hours paid when 3 business days or less notice is provided for a matter scheduled for 11 business days or greater</li> </ul>
3.0	May 2020	<p>How Interpreters are Scheduled</p> <p>8.9 Same interpreter for accused and witness</p> <p>The following sentence was removed:</p> <p><i>"This is because an interpreter does not 'represent' the interests of either party."</i></p>
4.0	November 2021	Remote – Virtual Interpreting MS Teams
5.0	November 2024	<p>Official Language Rights Provisions for <i>Divorce Act</i> Proceedings</p> <p>Court proceedings in a courtroom equipped with CARI technology</p>

## 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. Terms and Definitions

Term	Definition
<b>a.m. session</b>	<p>The session of any level of court <b>before the lunch recess</b>. For scheduling and payment purposes this also includes any time an interpreter is needed prior to court starting for e.g. witness interviews, or after an appearance is completed for, e.g. for reading documents. An a.m. session may also be referred to as ½ a day.</p> <p>Even though interpreters may be scheduled for an a.m. session (½ a day) they are paid for their actual time worked with a guaranteed minimum number of hours paid.</p>
<b>p.m. session</b>	<p>The session of any level of court <b>after the lunch recess</b>. For scheduling and payment purposes this also includes any time an interpreter is needed prior to court starting for e.g. witness interviews, or after an appearance is completed for, e.g. for reading documents. A p.m. session may also be referred to as ½ a day.</p> <p>Even though interpreters may be scheduled for a p.m. session (½ a day) they are paid for their actual time worked with a guaranteed minimum number of hours paid.</p>

Term	Definition
<b>Business day</b>	A day, other than a Saturday, Sunday, or statutory holiday on which Provincial government offices are open for normal business in British Columbia.
<b>Eligible expense</b>	Those expenses covered by provincial government policy in <u>Group 1 Rates—Expenses for Contractors</u> .

## 5. About the Court Interpreter Program

### 5.1. 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.

#### *Sign language interpreters and CART captioners*

- BC provides sign 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 sign 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
  - Family matters heard under Section 23.2 of the Divorce Act in Supreme Court
- These proceedings may take place in the BC Provincial Court, Supreme Court, or the Court of Appeal.

### 5.2. 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.

### **5.3. 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.

##### *Sign language interpreters*

- Sign language interpreters interpret spoken language and sign-language and vice-versa.
- In BC courts, Sign Language Interpreters who use American Sign Language (ASL) interpret from sign 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 sign 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.

## **5.4. 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.

### **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>

## **5.5. 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.”*

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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

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

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

### **What must be interpreted**

Direct speech to a party, including:

- charges;
- sentencing remarks;
- explanations from the bench about adjournments and court processes;
- any questions put to the party from the judicial officer or counsel;
- bail or any other conditions imposed by the courts;

Speech directly about the party including:

- reading of the agreed facts;
- comments by the prosecution, judicial officer or defence lawyer about the accused' character;

- reading of character references or similar statements;
- addresses to the jury;
- A prosecutors or judicial officer reading a victim impact statement;
- Examination and cross-examination of witnesses, including expert witnesses;
- Direct speech by the party or witness, including any comments addressed to the interpreter;
- Sentences, orders and conditions.

## 5.6. 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.

## **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 interpreter 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 sign 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.

### **Lengthy trials**

When an assignment is greater than 16 business days, CSB may consider different terms for cancellations fees and minimum hours paid than what is in the contract. This is because the interpreter is unable to take other works when they commit to a lengthy trial and there is reasonable likelihood that some trial dates will adjourn early, or the trial may end unexpectedly. If an interpreter clerk books and interpreter for a lengthy assignment the interpreter may ask the interpreter clerk to consider different terms for cancellation fees and minimum hours paid.





## COURT INTERPRETER REQUEST AND RECORD

Control/Invoice No.

Invoice Date

YYYY

MM

DD

### 1 Interpreter Information

Interpreter Name (must be the same name that appears on Interpreter Contract) Level 1 ☐ Level 2 ☐  
Level 3 ☐ Level 4 ☐

Interpreter Address (include postal code)

Agency (if applicable)

Telephone Number

### 2 Scheduling Information

Registry Location

Interpreter for: ☐ Witness ☐ Party ☐ Accused

Requested by: ☐ Court ☐ Crown ☐ Applicant ☐ Defence ☐ Respondent

Date of booking confirmation

Name of person booking interpreter

Telephone Number

### 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	
Fed Prosecutor's Name:					<input type="checkbox"/> F				am pm	
Fed Prosecutor's Name:					<input type="checkbox"/> F				am pm	
Fed Prosecutor's Name:					<input type="checkbox"/> F				am pm	
Fed Prosecutor's Name:					<input type="checkbox"/> F				am pm	

### 4 Cancellation Information

Appearance cancelled ☐

Time and date cancelled

Cancellation fee applicable

☐ Yes  
☐ No

Cancelled by

### Notes



## 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 =				\$ _____
				<b>+</b>

Supplier Number	Location
Project Code	
Account	STOB
Responsibility	GST
	1 5 7 5

### Expenses (receipts attached)

	Rate	Total Mileage	= \$	
Travel	\$ _____ X _____		= \$ _____	
Mileage	\$ _____ X _____		= \$ _____	
Breakfast	\$ _____ X _____	Total Days	= \$ _____	
Lunch	\$ _____ X _____	Total Days	= \$ _____	
Dinner	\$ _____ X _____	Total Days	= \$ _____	
Lodging	\$ _____ X _____	Total Days	= \$ _____	
Airfare	\$ _____		= \$ _____	
Miscellaneous			= \$ _____	
Total paid by Court Services				\$ _____
Total paid by Federal Crown				\$ _____

Expenses Payable	\$ _____
GST (if applicable)	\$ _____
Total Payable	\$ _____

☐ Sent to Federal Crown

<b>6</b> Interpreter's Signature _____ <small>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.</small>	<table border="1" style="display: inline-table;"><tr><td>YYYY</td><td>MM</td><td>DD</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	YYYY	MM	DD				Approver's Signature _____ Print Name _____	<table border="1" style="display: inline-table;"><tr><td>YYYY</td><td>MM</td><td>DD</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	YYYY	MM	DD			
YYYY	MM	DD													
YYYY	MM	DD													

### **7.10. Remote Virtual Interpreting MS Teams**

Where an interpreter can appear remotely, and remote interpretation is agreed to by the presiding judicial officer, it will generally be used rather than having interpreters travel beyond 32 km for an appearance. (see Appendix A Guidelines MS Teams for Virtual Interpreting - Videoconferencing)

### **7.11. Official Language Rights Provisions for Divorce Act Proceedings**

The federal Divorce Act legislation enables any party in a Supreme Court Family proceeding the right to have their case conducted in English, French, or both official languages of Canada. Parties in these matters have the option to request the mode of interpretation to be provided, either consecutive or simultaneous. If simultaneous interpretation is requested, a Level 1 or Level 2 interpreter will be assigned and if the matter.

In instances where a party requests simultaneous interpretation in a Divorce Act matter, a second interpreter may be scheduled if the following situations apply:

1. The case requires simultaneous interpretation of lengthy and complex information for more than one half-day (2.5 hours or longer).
2. An interpreter assigned to matter requests assistance, indicating the need for a second interpreter. Such a request should be sent to [AskCIP@gov.bc.ca](mailto:AskCIP@gov.bc.ca) for approval by the CIP Lead.

When two interpreters are assigned to a case in the above scenarios, they are responsible for working together to provide interpretation, taking turns and providing each other with breaks throughout the proceedings.

### **7.12. Court proceedings in a courtroom equipped with CARI technology**

Court Audio Recording Interface (CARI) is an enhanced courtroom sound system featuring additional audio channels specifically for recording interpreters. CARI increases the functionality and capabilities of day-to-day court activities as well as supporting the recording of simultaneous and consecutive interpretation.

If an interpreter is scheduled to a matter in a courtroom equipped with CARI technology, the interpreter clerk will inform the interpreter and email the link to CARI Interpreter Training Video. Court Clerks working in CARI-enabled courtrooms will ensure the client and interpreter are properly set up and the equipment is tested and operating.

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

### **8.1. Overview**

When Court Services is advised 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.

### **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 will likely 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. Cancellation by the parties, e.g. counsel or the Court**

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.

### **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 notice

Any interpreter whose assignment is cancelled with 2 business days' or more or 3 business days' or more notice for an assignment scheduled for 11 days or more is not entitled to a cancellation fee.

### 8.6. Cancellation before an assignment starts

An interpreter whose assignment is cancelled with less than 2 business days' or less than 3 business days' notice for an assignment scheduled for 11 days or more is entitled to a cancellation fee.

The number of hours that is paid for an assignment that is cancelled before it starts depends on the scheduled length of the cancelled assignment. See Table 1. When calculating the number of scheduled days, the days do not have to be consecutive.

For scheduled assignments with a duration of 10 days or less, an interpreter whose assignment is cancelled with **less than 2 business days' notice** or less than 3 business days' notice for an assignment scheduled for 11 days' or more is entitled to a cancellation fee except in the circumstances of a rescheduled assignment set out below.

- For rescheduled assignments, the factors that affect an interpreter's entitlement to cancellation fees include whether such an assignment is:
  - declined by the interpreter;
  - scheduled for the same day(s) or overlaps (in whole or in part) with the same remaining duration as the cancelled assignment; and
  - scheduled for the same civic address except for 800 Hornby Street, 800 Smithe Street and 222 Main Street in Vancouver, which are deemed to be the same civic address for the purposes of cancellation fees.
- In the event a scheduled assignment is cancelled in accordance with this Schedule, interpreters have an obligation to accept an assignment if immediately rebooked for the same civic address as described above, for a different matter, on any of the paid cancelled days. Once the interpreter has left the courthouse, or received the call and/or email, with no immediate rebooking the interpreter may decline a subsequent booking, even if for the same civic address, with no consequence on the cancellation fees paid.
- **Table 1 – Hours paid when assignment is cancelled with less than 2 days' or less than 3 days' notice for an assignment scheduled for 11 days or more before it starts**

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 day*	5

2-5 days*	10
6-10 days*	15
11-15 days**	20
16 days or greater**	25
<b>Example #1:</b> An 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> An interpreter is scheduled for a 2-day trial. The trial is cancelled with less than 48 hours notice; the <b>total</b> cancellation fee paid is 10 hours.	
<b>Example #3:</b> An interpreter is scheduled for a 6-day trial. The trial is cancelled with less than 48 hours notice; the <b>total</b> cancellation fee paid is <b>15</b> hours.	

- **Note:**
- \* assignment is cancelled with less than 2 business days' notice
- \*\* assignment is cancelled with less than 3 business days' notice

**Example #1:** Interpreter is scheduled for a 1-day trial. The trial is cancelled with less than 2 business days' notice. The interpreter is entitled to a cancellation fee of 5 hours (2.5 hours for the a.m. and 2.5 hours for the p.m. session). BUT, the interpreter is immediately rescheduled for an a.m. session assignment on the same day and time, and at the same place.

*Payment:* interpreter will be paid for hours worked for the new a.m. session assignment (with the minimum applied) **and** a cancellation fee of 2.5 hours for the p.m. session cancelled.

**Example #2:** Interpreter is scheduled for a 2-day trial. The trial is cancelled with less than 2 business days' notice. The interpreter is entitled to a cancellation fee of 10 hours. BUT, the interpreter is immediately rescheduled for a 1-day assignment on the same day and time, and at the same place.

*Payment:* Interpreter will be paid for hours worked on day 1 of the new assignment (with the minimum 5 hours applied) **and** a cancellation fee of 5 hours for the cancelled 2<sup>nd</sup> day.

**Example #3:** Interpreter is scheduled for a 2-day trial. The trial is cancelled with less than 2 business days' notice. The interpreter is entitled to a cancellation fee of 10 hours., The interpreter is called the next day to interpret at the same location for a different matter on the day 1 of the cancelled assignment.

*Payment:* Interpreter will be paid the 10 hours cancellation fee and for the hours worked for the new assignment because the new assignment was not an immediate rebooking.

**Example #4:** Interpreter is scheduled for a 4-day trial. The trial is concluded at the end of day 2. This means day 3 and 4 are cancelled with less than 2 business days' notice. Interpreter is immediately rescheduled for a 1-day assignment on day 4 at same time, and place.

*Payment:* Interpreter will be paid for the hours worked on day 1 and 2 and a 10-hour cancellation fee, however the rebooked assignment on day 4 fall under a “paid cancellation day”. Interpreter will be entitled to additional payment if worked hours exceeds 5-hour minimum for a full day.

**Example #5:** Interpreter is scheduled for a two-week (10 business days’) trial. The trial concludes on day 2, days 3-10 (8 days) are cancelled with less than two business days’ notice. Interpreter is immediately rescheduled for a morning session on day 5 for the same place.

*Payment:* Interpreter will be paid for hours worked on day 1 and 2 and a 15-hour cancellation fee, however, the rebooked morning assignment on day 5, falls under a “paid cancellation day”. Interpreter would be entitled to additional payment if worked more than the 5-hour minimum.

**Example #6:** Interpreter is scheduled for a three-week (15 business days’) trial. The trial concludes on day 2, days 3-15 (13 days) are cancelled with less than 3 business days’ notice. Interpreter is immediately rescheduled for a morning session on day 6 for the same time and place.

*Payment:* Interpreter will be paid for hours worked on day 1 and 2 and a 20-hour cancellation fee, the rebooked morning assignment on day 6 falls under a “paid cancellation day”. Interpreter would be entitled to additional payment if worked more than 5-hour minimum for a full day.

**Example #8:** Interpreter is scheduled for an 8-day (non-consecutive days) trial. Five days in week one, 2 days in week 2 and 1 day in week 3. The trial concludes after day 1.

*Payment:* Interpreter will be paid for hours worked on day 1. For days 2-8 (7 days) and a cancellation fees of 15 hours.

### 8.7. Cancellation when a multi-day assignment is underway

If a multi-day assignment is underway but is concluded with less than 2 business days' for an assignment of 10 day or less or 3 business days' notice for an assignment scheduled for 11 days or more for the remaining scheduled days, the 'minimum fees paid' policy applies to the work done and the 'cancellation fees' policy applies to the remaining cancelled days.

You will be paid a cancellation fee of 2.5 hours for each remaining half day scheduled to a maximum of 2 scheduled days; or 5 hours for each remaining full day scheduled to a maximum of 2 scheduled days for an assignment of 10 business days or less; or 3 scheduled days for an assignment 11 days or more.

When calculating the number of remaining scheduled days of a cancelled assignment, the days do not have to be consecutive.

**Example:** An interpreter is booked for 5 consecutive days, each starting at 9:30 a.m.

Day 1 is worked.

- the interpreter is paid for actual hours worked with a minimum of 2.5 hours for the a.m. and 2.5 hours for the p.m. sessions

Day 2 is worked from 9:30 - 11:00 when the matter is concluded.

- the interpreter is paid the **minimum** fee for both the morning (2.5 hours) and afternoon sessions (2.5 hours) because they were booked for the full day (both sessions)

#### Calculating the cancellation fee

The calculation of the less than two business days' notice to determine the cancellation fee starts on day 2. There are 3 days remaining in the cancelled assignment. The cancellation fee paid is 10 hours.



### 8.8. Expenses paid when assignment cancelled

If your assignment is cancelled with 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	Sign 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

1.1.2 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
CART	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.
Spoken language	
Sign language	
<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
CART	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.
Spoken language	
Sign language	
<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. <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>	
<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. <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>	
<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.	

- 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. When booking transportation book directly through the provider and not through a travel agent or online travel site such as Expedia or Booking.com.

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: _____										
					<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: _____									am pm	
					<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				Fees Payable	
Court Hours	\$	60.00	X	Total Hours	= \$	240.00	\$ 240.00
				4			
Travel Hours	\$		X	Total Hours	= \$		\$ 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	Rate		Total Mileage	
Mileage	\$	X	= \$	
Breakfast	Rate	X	Total Days	= \$
Lunch	Rate	X	Total Days	= \$
Dinner	Rate	X	Total Days	= \$
Lodging	Rate	X	Total Days	= \$
Airfare	\$		= \$	
Miscellaneous		Taxi fare	= \$	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	Total Hours	4	= \$	240.00
Travel Hours	\$		X	Total Hours	0	= \$	
						Subtotal =	\$ 240.00
(GST Number N/A)						GST =	\$ 0
						Total Fees =	\$ 240.00

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

### 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.

## **Appendix A Guidelines MS Teams for Virtual Interpreting – Videoconferencing**

### **Guidelines for MS Teams for Virtual Interpreting – Videoconferencing**

As Courts continue to conduct proceedings virtually using MS Teams, Court Services Branch (CSB) has strived to maintain the high standards of in-person appearance, in virtual appearances. All proceedings, both virtual and in-person, are to be conducted in the same formality in keeping with the Courts. To ensure MS Teams virtual interpreter appearance run smoothly, efficiently and without delay, we ask all CSB interpreters to please review and follow the Guidelines for MS Teams for Virtual Interpreting. Should technical difficulties occur during a MS Teams videoconference, Courts will provide direction to all parties on how the matter will proceed.

The decision as to how a proceeding is conducted is a matter for the judicial officer. CSB has been advised by judiciary that interpreters appearing by MS Teams:

- Are expected to appear by video and not by phone (audioconferencing).
- Phone interpretation will only be used in exceptional cases and must be pre-approved by the presiding judicial officer on the matter.
- If an exception is requested, the interpreter will need to provide a written explanation for the exception to the interpreter clerk, which will be sent to the judicial officer to determine if the exception will be granted.
- If the exception is not granted the appearance must proceed via videoconferencing.

### **Please keep these things in mind before getting started:**

In some ways, the behaviour expected of people appearing remotely is the same as if they were actually in a courtroom. A virtual courtroom is still a courtroom and the Clerk or Judge should not need to remind you that appearing remotely does not mean you can act as if you were not in a physical courtroom. Please remember the following things:

- 1) No recording of proceedings.
- 2) Confidentiality still applies for hearings that are private (e.g. Settlement Conferences).
- 3) Find a quiet place to appear from with a neutral background without visual or audio distractions.
- 4) Remember to keep your microphone muted unless the case or cases that you are interpreting for have been called.
- 5) Introduce yourself clearly when you are called upon to speak. Just as in a physical courtroom.
- 6) If you have a question, please use the Raise Hand function, so that the Court is not interrupted or if appearing via audio, respectfully interrupt the conversation when appropriate to let the Judge know you have something to say.
- 7) No food or drink or side conversations.
- 8) Dress appropriately like you are appearing in a physical courtroom.
- 9) Arrive at least 15 minutes early in case there are technical difficulties that need to be sorted.

## Preparing for Court:

Always make sure you have a strong internet connection so that you do not cut out during Court proceedings. We suggest a hardwire connection via ethernet cable if possible, but a strong WIFI connection also works (**minimum of 25Mbps service with a minimum upload speed of 10Mbps is required**). Your connection speed must be tested to ensure you meet the minimum requirement at the following link: <https://www.speedtest.net/> **If you are unable to meet these minimum requirements, please contact the interpreter clerk at the location the matter is being heard immediately for further direction.** Interpreters are encouraged to use the MS Teams application as it will provide a better user experience. The Microsoft Teams Application can be downloaded here: <https://www.microsoft.com/en-ca/microsoft-365/microsoft-teams/download-app> and click on Download for Desktop. Follow the steps to set up an account with Microsoft Teams. **You must test out your Microsoft Teams Application and internet connection before the actual Court date and for every virtual appearance. If there are any issues contact the interpreter clerk at the location where the matter is being heard.**

### Join Microsoft Teams Meeting

+1 604-335-9540 Canada, Vancouver (Toll)

(844) 884-5561 Canada (Toll-free)

Conference ID: 844 958 560#

Local numbers | Reset PIN | Learn more about Teams | Meeting options

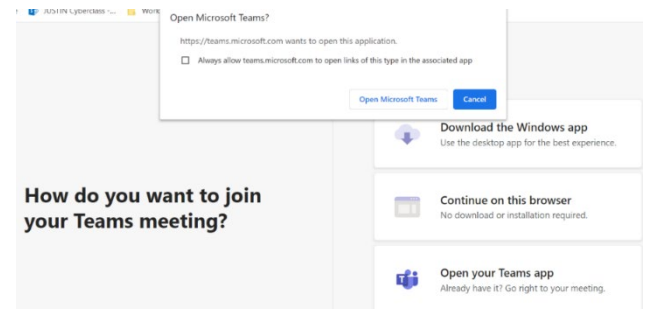
Join with a video conferencing device

[795081522@t.plcm.vc](mailto:795081522@t.plcm.vc) VTC Conference ID: 1444834021

[Alternate VTC dialing instructions](#)

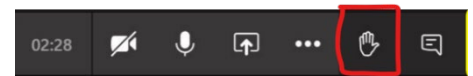
You will receive an email with a Join Meeting Link, if you don't receive an email contact the interpreter clerk to let them know so that they can follow-up. The email will include "Join Microsoft Teams Meeting" details (to the right):

To appear via video, click on the "Join Microsoft Teams Meeting" and it will open in the browser window below: Select the option to "Open your Teams app" and the meeting will be launched into your Microsoft Teams application. From there you will be able to Join the Virtual Courtroom. Always enter with your **camera off and microphone muted**, especially if Court is already in session.



If you get disconnected from the meeting, remain calm. Simply click "Join Microsoft Teams Meeting" once again from your email. If connection issues persist the Court will contact you with instruction on how the proceeding will continue which may include by phone.

If you need to ask a question or have a concern use the "Raise your Hand" function (highlighted in red box to the right). Someone in the meeting will notice and address you.



### *Sharing documents*

When crown or defence counsel requires documents to be shared, they will share their screen with the interpreter. Only the document appears on the screen not the courtroom.

### ***Appearing via phone (audio conferencing)***

In exceptional circumstances you may be required to join by audio-conferencing only. If you are appearing via phone, call in the number on the email you received to "Join Microsoft Teams Meeting" and use the conference ID on the day of the proceeding.

If you have a question or concern, respectfully interrupt the conversation when appropriate to let the Judge know you have something to say. To mute and unmute your phone select \*6.

For a much more comprehensive guide to Virtual Proceedings, please read this Notice to the Profession issued by the Provincial Court of BC: [Notice to the Profession and the Public \(NP 21\)](#)