Interpreter Payment Policy for the Municipal Courts of King County

Effective November 1, 2009

I. Intent

The intent of this policy is to establish consistent and comprehensive payment practices for freelance foreign language court interpreters, while allowing for local flexibility when the needs arise. Freelance interpreters are independent contractors, not employees of the court, and this policy is not intended to change their status as independent contractors.

II. Hourly Rate

A. Rates and Credentials: Foreign language interpreters who are certified or registered by the Washington Administrative Office of the Courts, Court Interpreter Program, are paid a maximum rate of $50 per hour. All other interpreters are paid a maximum rate of $40 per hour.

The fees for sign language interpreters are not guided by this policy because RCW 2.42.170 states "The fee for services for interpreters for hearing impaired persons shall be in accordance with standards established by the Department of Social and Health Services, the Office of the Deaf and Hard of Hearing."

B. Exceptional Circumstances: The court may set a higher hourly rate or payment of expenses in exceptional circumstances.

III. Payment for Blocks of Time

A. Minimum Guaranteed Payment: A minimum payment of two hours shall be paid to interpreters providing in person interpreting and a minimum payment of one hour shall be paid to interpreters providing telephonic interpreting. Minimum payment shall be paid at the hourly rate for which the interpreter qualifies, based on the interpreter's compensation status. Time exceeding the minimum shall be billed in 15-minute increments rounded up to the next quarter hour. The minimum payment may be reduced, however, for any of the reasons listed in section VIII. B. of this policy.

B. Start Time: An interpreter is not obligated to start earlier than the originally scheduled time. However, if an interpreter arrives ahead of time, the court shall not pay for the additional time unless expressly agreed upon by the court on the date of service.

C. Lateness: Should the interpreter arrive after the agreed-upon start time, payment will be adjusted by prorating the payment to reflect a subtraction of the amount of time lost due to

lateness. If such lateness results in that assignment having to be rescheduled to another date and the interpreter delivers no interpreting services, there will be no compensation at all.

D. Wait Time: The waiting time between the scheduled and the actual starting times of court proceedings is reimbursable.

E. Standby Status: Interpreter must be available to the court during the paid minimums unless the court's designated official has released the interpreter. If the interpreter leaves a site without the advance knowledge and consent of the court, the interpreter is not entitled to any compensation beyond the actual amount of time served, regardless of what the original commitment may have been.

When not actively engaged in interpreting during their assigned work time, interpreters are expected to remain on *standby* until the court officially releases them. *Standby* means that the interpreter is expected to remain readily available at the courthouse by cell phone (or other arrangement with the court's designated official) for reassignment during that time period, within the courthouse or to another court.

IV. Travel Expenses

A. Mileage

As a general rule, the courts will not pay for mileage. Mileage will be the responsibility of the interpreter. If a court decides to pay mileage, the mileage rate shall be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy & Guidelines rate.

Mileage shall be reimbursed on a "from address of origin" (address where the interpreter came from) to "address of appointment" basis. Mileage from the "address of appointment" to "address of destination" (address where the interpreter will go after the appointment) shall be paid if the interpreter is traveling from the appointment to the interpreter's home or place of business. If the interpreter is traveling to subsequent appointments, the mileage to those appointments and the return trip to the interpreter's home or place of business may be paid by the subsequent requesters.

Mileage related to appointments that result in "no shows" is reimbursable. Mileage related to appointments that have been cancelled is not reimbursable unless the interpreter was not notified about the cancellation in accordance with section V and has already arrived for the appointment. (See section V.A.1.) Mileage related to appointments that result in an interpreter no show or cancellation by an interpreter is not reimbursable.

B. Travel Expenses

As a general rule, the court will not pay for travel expenses. If a court decides to compensate travel expenses, the court will reimburse interpreter expenses for ferry travel, tolls, etc., if the expense was a result of travel to or from the court appointment, and receipts for all costs are submitted with the invoice.

The following rules apply for reimbursement of costs incurred as a result of ferry travel, tolls, or other payment made while traveling:

1. Travel costs will be reimbursed "from address of origin" to "address of appointment"
2. Travel costs will be reimbursed from "address of appointment" to "address of destination" if the interpreter is traveling from the appointment to the interpreter's home or place of business.
3. Travel costs related to appointments that result in client or requester no shows are reimbursable.
4. Travel costs related to appointments that have been cancelled are not reimbursable unless the cancellation occurs after the interpreter has already arrived to the appointment.
5. Travel costs related to appointments that result in an interpreter no show or interpreter cancellation are not reimbursable.

C. Calculating Mileage: The interpreter must follow a travel route that is reasonable. Recognized Internet sites, such as Rand McNally or MapQuest will be used by the court to establish mileage.

D. Unexpected Travel: If the interpreter is traveling to a court assignment from a previous assignment, and if the distance is further than if the interpreter were traveling from his/her usual address of origin, the interpreter must notify the court as soon as possible due to the unanticipated travel expense, and seek authorization before billing for the additional travel expense.

E. Other Expenses: When an assignment involves overnight stays or special circumstances, the court may authorize reimbursement of reasonable expenses. Approval by the court is required prior to incurring any expenses to be billed to the court in connection with interpreter services.

F. Travel Time: Payment for travel time may be authorized by the court in exceptional circumstances.

V. Cancellations by the Court

A. Notice & Payment

1. **Assignments of One Day or Less:** For assignments lasting one day or less, if the court cancels less than 24 hours prior to the assignment, excluding weekends and judicial holidays, the interpreter may bill for the originally assigned time.

   If the interpreter has already arrived at the courthouse prior to notification, the court shall also reimburse mileage and travel expenses per this policy. (See section IV.)
   If the court cancels the assignment more than 24 hours prior to the assignment, excluding weekends and judicial holidays, the interpreter may not bill for the cancelled assignment.

   Example: The court has hired an interpreter for a two-hour court trial, starting at 10 AM on Monday. If the court cancels this assignment at 9:30 AM on Friday, the interpreter may not invoice the court for that assignment. If the court cancels this assignment at 3 PM on Friday, the interpreter may invoice the court for 2 hours.

2. **Assignments Lasting More than One Day:** When an interpreter is scheduled for matters lasting more than one day (e.g. trials), each day is considered a separate assignment for purposes of cancellation, and follows the cancellation policy on a day-by-day basis. Example: the court schedules an interpreter for a trial lasting five consecutive days. The case settles at 11 AM on the third day, and the court releases the interpreter from the assignment. The interpreter would be paid for that third day and the fourth day. The interpreter would not be paid for the fifth day because the interpreter was notified of the cancellation more than 24 hours prior to the start of the trial on the 5th day.

3. **Notice:** A court interpreter is deemed advised of a cancellation when a court's designated official delivers notice of a cancellation to the email address provided by the court interpreter, by voicemail at the phone number provided by the court interpreter, or with a representative of the court interpreter. Notification of cancellation is not based on the time, when the court interpreter actually hears or reads the message.

B. Reassignments: Reassignments will be made if practical, and if, including travel time, they will not extend the originally scheduled work time. Reassignments may be declined based upon inability to communicate with the client, conflict of interest with any of the parties, other provisions of the interpreter Code of Conduct for Court Interpreters (GR 11), or other

legitimate reasons as determined by the court. This provision includes assignments where the interpreter is on call waiting for jury deliberations or other on call situations.

VI. Cancellations by the Interpreter

A. Waiver of Payment: The interpreter waives the right to any compensation when he or she cancels an assignment, regardless of the reason for the cancellation.

B. Notification: If an interpreter becomes aware that he or she is no longer available for the assignment, the interpreter has an obligation to notify the contracting court of his or her unavailability at the earliest opportunity. Failure to do so may result in the court discontinuing its relationship with that interpreter.

VII. Meal Break

The court does not pay for the meal break when the interpreter's scheduled work time begins before the break and ends after the break. The court may pay for a meal break at its discretion, if the interpreter is actually providing services during that time, or if due to reassignment, travel is required during that time. If the meal break exceeds one hour, the interpreter will be paid for any time beyond the one-hour break.

VIII. Invoicing

A. Invoicing Requirements: Invoices should be submitted within 30 days of the assignment and include all required information. Delay in submitting invoices and errors may result in delayed processing of payments. No invoices may be submitted prior to completion of an assignment. Invoices must be submitted by the freelance interpreter who performed the interpreting services; a freelance interpreter cannot bill for another freelance interpreter. The invoice should be submitted in the form provided by the Court. Under this agreement payment for services shall be due no less than 30 days of receipt of the invoice.

B. Reductions in Payment

The interpreter's invoiced amount will be reduced accordingly if the following occurs:

1. The interpreter is late. "Late" means that the interpreter arrived to an assignment after the scheduled start time.

2. The interpreter leaves before the end of the assigned time, and the court designated official has not released the interpreter. The interpreter does not make him or herself readily available for standby status (see section III.E.) during the agreed-upon assignment time.

IX. Interpreter's Responsibilities

A. Training and Skills: When accepting an assignment from the court, a freelance interpreter warrants having the proper training and skills to perform interpreting services in a professional and competent manner.

B. Multiple Cases: The interpreter is expected to handle multiple cases for which the interpreter is qualified, in various court locations during the assigned time-period until officially released by the court designated official.

C. Check-In/Out: Upon arrival for a court proceeding, the interpreter shall check in and check out with the court designated official. Check with each individual court to confirm the designated contact.

D. Abide by Rules: In accepting court assignments, interpreters agree to abide by all applicable rules of decorum, to dress in appropriate professional attire, to report on time, and to abide by the Code of Conduct for Court Interpreter (GR 11).

X. Rights to Translated Documents

The court shall own all rights, title and interest in all materials translated by the interpreter in the course of any court proceeding.

There are sixteen courts that make-up the Municipal Courts of King County. The following courts have agreed to adhere to the above policy:

1. Auburn Municipal
2. Black Diamond Municipal
3. Bothell Municipal Court
4. Des Moines Municipal
5. Enumclaw/Maple Valley Municipal
6. Federal Way Municipal
7. Kent Municipal
8. Kirkland Municipal
9. Lake Forest Park Municipal
10. Mercer Island Municipal
11. Pacific Municipal
12. Renton Municipal
13. SeaTac Municipal
14. Seattle Municipal
15. Tukwila Municipal