

Interpreter Protocols and Procedures

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Interpreter Protocols and Procedures

1.0 Introduction

This manual outlines the standards, protocols and procedures governing contracted interpreters and their delivery of interpretation services on behalf of Across Languages. Across Languages is committed to providing the highest quality and most responsive professional service possible. Contractors accept employment with the organization, fully understanding and committing themselves to this same objective.

The purpose of the manual is to provide the agency's contractors, employees, management, board members and other interested parties with clear, written guidelines which outline the responsibilities and expectations of interpreters contracted by Across Languages.

Protocols and procedures cannot be drafted to cover every possible situation that could arise. The absence of specific direction to cover a given situation does not obviate the need to exercise good judgement and common sense at all times.

The agency is committed to contracted interpreter policies and practices which are:

- legal, ethical, and prudent
- directed towards the organization's mission

1.1 Our Mission and Vision

Across Languages provides professional translation and interpretation services that reduce language barriers. Our vision is to create an inclusive community where every language has a voice! (revised 2012)

Ends

Further to this Mission, we work to ensure that:

Communication

- ◆ Service providers, decision makers, and clients are able to communicate accurately and confidentially with each other through effectively managed, qualified interpreters, translators, and other language service professionals and services.

Accessibility

- ◆ Service and decision making systems respond effectively to the needs of our diverse community by becoming more accessible to those who do not communicate effectively in English.

- ✦ Service providers work interculturally to assure communication in providing services to ethnically, culturally, and socially diverse populations.
- ✦ Communication across language barriers is effective, giving all people equal opportunity to access and participate in our societal processes, services, and institutions.

Equity and Fairness

- ✦ People are able to communicate effectively to achieve basic human needs with equity and fairness.

Independence

- ✦ Communication across language barriers is effective, allowing parties to speak on their own behalf and make their own decisions.

Interpreter Standards

- ✦ Professional standards for interpreters and triadic communication are developed, implemented, and disseminated.

Values & Beliefs

- ✦ We value efforts to end discrimination in any form and believe that the diversity of cultures and races of the community should be reflected in its organizational structure.
- ✦ We believe that individuals should be able to act for themselves and should be able to become full participants in community life.
- ✦ We believe that tolerance, understanding, education, and advocacy are all necessary for achieving justice, equity, and participation of all members of the community.
- ✦ We believe that service providers are responsible for ensuring effective communication to their clients.
- ✦ We believe that Canada and our community are enriched by immigration policies which provide safe haven to the oppressed and opportunities for immigrants of all economic and social levels.
- ✦ We value efforts to end violence in all its forms.
- ✦ We recognize that we are part of a community and wish to work together with others who share our values and mission.
- ✦ We value coordination and cooperation among service providers.
- ✦ We are committed to continuous improvement of our services.

1.2 Philosophy

Across Languages was created in response to the perception of a group of service providers and immigrants that non-English speakers do not have equal access and are not treated equitably by human service organizations, professionals, and government services.

In pursuit of our Mission, Across Languages:

- trains appropriate bilingual persons as community interpreters

- arranges for them to provide their services on a fee-for-service basis to those in need of interpretation.
- works for changes in policies and practices of service-providers to enable them to provide equitable access to services;
- provides training to English speakers in the use of interpreters.

The fundamental interpreter contractor philosophy of Across Languages is to recruit, train, develop, and maintain well-qualified interpreters who will be effective in delivering interpretation services, contributing to the achievement of the aims and objectives of the agency.

2.0 Standards of Practice for Interpreters

The following standards apply in encounters in which an interpreter is required to facilitate communication between two or more individuals who do not share a common language, one of whom is a service-provider or decision maker with respect to the other.

The interpreter's performance is governed by **8 ethical principles**.

Ethical Principles

1. **Accuracy and Fidelity:** Interpreters strive to render all messages in their entirety accurately, as faithfully as possible and to the best of their ability without addition, distortion, omission or embellishment of the meaning.
2. **Confidentiality:** Interpreters will not disclose and will treat as confidential all information learned, either uttered or written in the performance of their professional duties, while adhering to relevant requirements regarding disclosure.
3. **Impartiality:** Interpreters strive to maintain impartiality by showing no preference or bias to any party involved in the interpreted encounter.
4. **Respect for Persons:** Interpreters demonstrate respect towards all parties involved in the interpreted encounter
5. **Maintaining Role Boundaries:** Interpreters strive to perform their professional duties within their prescribed role and refrain from personal involvement.
6. **Accountability:** Interpreters are responsible for the quality of interpretation provided and accountable to all parties and the organizations engaging the interpreter's service.
7. **Professionalism:** Interpreters at all times act in a professional and ethical manner.
8. **Continued Competence:** Interpreters commit themselves to lifelong learning in recognition that languages, individuals, and services evolve and change over time and a competent interpreter strives to maintain the delivery of quality interpretation.

2.1. Ethical Principle: Accuracy and Fidelity

Objective: Preservation of the meaning of the message.

Interpreters strive to render all messages in their entirety accurately as faithfully as possible and to the best of their ability without addition, distortion, omission or embellishment of the meaning.

- 1.a The interpreter **renders all utterances and written communication faithfully** using the same grammatical person as the speaker or writer. The rendition should sound natural in the target language and there should be no distortion of the original message through additions, omissions, or explanation. The idiom, register, style and tone of the speaker are preserved.
- 1.b The interpreter **advises all parties that everything said in the encounter will be interpreted**. If any party requests that the interpreter refrain from interpreting all utterances, the interpreter is obliged to interpret the request to all parties and restate their obligation to interpret everything being uttered.
- 1.c The interpreter **retains English words mixed into the other language, as well as culturally bound terms which have no direct equivalent in English**, or which may have more than one meaning. Whenever possible, the interpreter will attempt a translation of that word to provide the listener with an idea of what the word means.
- 1.d **The interpreter asks for repetition, rephrasing, or explanation**, if anything is unclear. Upon recognizing that the interpreter has misunderstood the communication, he/she identifies the misunderstanding and requests direction from the parties involved.
- 1.e The interpreter **ensures that the meaning of gestures, body language, and tone of voice is not lost**, by replicating what has been seen or heard by the interpreter.
- 1.f The **interpreter uses a mode of interpreting appropriate for the setting**. In most interview situations, spoken-language interpreting is done in consecutive mode.
- 1.g The interpreter performs summary interpretation (i.e. some of the elements of the communication are not interpreted) only with the knowledge and consent of all parties.

2.2. Ethical Principle: Confidentiality

Objective: Protection of the privacy of all parties and the confidentiality of information.

Interpreters will not disclose and will treat as confidential all information learned either uttered or written in the performance of their professional duties while adhering to relevant requirements regarding disclosure.

- 2.a The interpreter **advises all parties that she or he will respect the confidentiality of the encounter except when required by law to disclose information**. All parties in an interpreted encounter have a right to expect that the interpreter will hold information about them in confidence.
- 2.b The interpreter **does not disclose information spoken, seen or written outside** of the interpreting situation without the expressed permission of all parties or **unless required by law**. If disclosing the time and/or place of an encounter may identify the purpose, persons or content, the interpreter shall not disclose such information.
- 2.c **The interpreter may, where collaborative work with other professionals is required, be briefed, or participate in, relevant discussions** with other interpreters, members of the team involved with the other party, authorized representatives of the interpreting agency and/or the service-providing institution. In these situations the interpreter must maintain professional boundaries and not engage in providing opinions. Anyone receiving information in order to provide interpretation service is ethically bound by the duty of confidentiality.

2.3. Ethical Principle: Impartiality

***Objective:** Full communication not impeded by any bias or preference of the interpreter. Avoidance of the perception that the interpreter has a preference or bias towards any party involved in the interpreted encounter.*

Interpreters strive to maintain impartiality by showing no preference or bias to any party involved in the interpreted encounter.

- 3.a The interpreter **remains impartial** at all times and informs all parties of the duty to remain impartial.
- 3.b The **interpreter declines to interpret** when she or he has a **personal or any vested interest in the outcome** of the encounter.
- 3.c The interpreter **declines to interpret when his or her personal or other relationship with any party** may affect, or be perceived by any party to affect, impartiality.
- 3.d The interpreter declines **to interpret when any situation, factor, or belief** exists that represents a

real or potential conflict of interest for the interpreter.

- 3.e The interpreter **discloses to all parties in the encounter any personal or other relationship** that may affect, or be perceived by any party to affect, the interpreter's impartiality.

The interpreter informs the interpreter service agency/organization when he or she has a personal or other vested interest in the outcome of the assignment or when any situation, factor, or belief exists that represents a real or potential conflict of interest which will impact an interpreter's ability to interpret everything faithfully and impartially.

2.4. Ethical Principle: Respect for Persons

***Objective:** Respect of parties to the interpreted encounter. Demonstration of an acknowledgement of the inherent dignity of all parties in the interpreted encounter.*

Interpreters demonstrate respect towards all parties involved in the interpreted encounter.

- 4.a The interpreter **demonstrates respect** for all parties.
- 4.b The interpreter **promotes direct communication** among all parties in the interpreted encounter.
- 4.c The interpreter engages in behaviour that **promotes autonomy and personal choice** of the individuals involved in the interpreted encounter.

2.5. Ethical Principle: Maintenance of Role Boundaries

***Objective:** Protection of professional integrity. Reduction of exposure to liability. Maintenance of emotional well-being and physical safety of interpreter.*

Interpreters strive to perform their professional duties within their prescribed role and refrain from personal involvement.

- 5.a ***The interpreter's role is to enable communication between parties, who speak on their own behalf and make their own decisions.***
- 5.b The interpreter **does not advocate** on behalf of any party.
- 5.c The interpreter **does not enter into the discussion, give advice or express personal opinions** about the matter of the encounter, or show reactions to any of the parties.

- 5.d The interpreter **does not filter communication, mediate, or speak on behalf** of any party.
- 5.e The interpreter **avoids unnecessary contact with the parties prior to and after the encounter**. If the interpreter needs to initiate contact to confirm details or convey information related to an encounter, such as during the performance of a message relay, the interpreter will strictly adhere to protocols governing such contact.
- 5.f The interpreter **does not perform services other than interpretation** services for any party.
- 5.g The interpreter **utilizes the least obtrusive mode of interpretation**.
- 5.h The interpreter **protects her or his own privacy, well-being and safety**.

2.6. Ethical Principle: Accountability

***Objective:** Responsibility for the quality of the interpreter’s work. Accountability for maintaining role boundaries and standards. Adherence to laws and standards.*

Interpreters are responsible for the quality of interpretation provided and accountable to all parties and the organizations engaging the interpreter’s service.

- 6.a The interpreter **identifies and corrects interpretation errors** as soon as possible.
- 6.b The interpreter **declines assignments** that require knowledge or skills **beyond his or her competence**.
- 6.c The interpreter **informs the parties immediately and requests direction** in the course of an encounter, **if it becomes apparent to the interpreter that expertise beyond her or his competence is required**.
- 6.d The interpreter **maintains his or her role, limits and obligations** and takes steps to ascertain that all parties understand them.
- 6.e The interpreter **conducts her or himself in compliance with legislative requirements** and generally accepted standards of the profession.
- 6.f The interpreter **maintains transparency**. When clarification is necessary, the interpreter says to all parties, “I, the interpreter, need clarification on...”
- 6.g The interpreter **brings to the attention of an appropriate person any circumstance or condition that impedes full compliance with any standard of practice**, including but not limited to conflict

of interest, interpreter fatigue, inability to hear or inadequate knowledge of specialized terminology, and declines to continue any assignment under conditions that make such compliance patently impossible.

2.7. Ethical Principle: Professionalism

Objective: Maintenance of professional conduct and comportment.

Interpreters at all times act in a professional and ethical manner.

- 7.a The interpreter **behaves in a manner consistent with the highest professional standards** and the protocols and procedures of the interpreter service agency.
- 7.b The interpreter **performs her or his duties as unobtrusively** as possible.
- 7.c The interpreter **completes the assignments she or he has accepted.**
- 7.d The interpreter **arrives on time at the appointed location** of the encounter.
- 7.e The interpreter **remains at the appointed location until the encounter ends or until dismissed.**
- 7.f The interpreter **dresses in appropriate attire** for face-to-face encounters i.e. business/ business casual depending on the situation.
- 7.g The interpreter **does not conduct personal or other business while on an interpreting assignment.**
- 7.h The interpreter **creates a working environment conducive to performing interpretation over the telephone.**

2.8. Ethical Principle: Continued Competence

Objective: Achievement of the highest level of competence. Demonstration of certifications, accreditations, training and experience. Maintenance and improvement of skills.

Interpreters commit themselves to life long learning in recognition that languages, individuals and services evolve and change over time and a competent interpreter strives to maintain the delivery of quality interpretation.

- 8.a The interpreter takes available courses and examinations to **obtain accreditation and/or certification.**
- 8.b The interpreter **maintains and expands skills and knowledge** through self-teaching, formal and informal continuing education.
- 8.c The interpreter **seeks evaluative feedback and practices self-evaluation** concerning performance.
- 8.d The interpreter is **prepared to demonstrate her or his certifications, accreditations, training** and pertinent experience.
- 8.e The interpreter **maintains membership in appropriate professional associations** of interpreters and complies with the code of ethics of such associations.

3.0 Training Policies and Procedures

(Effective date: May 2015; rev. June 2017; 2018; 2021; 2024)

3.1 Philosophy

Across Languages aims to provide interpreter trainees and active interpreters with opportunities to acquire and develop necessary technical skills and competencies, knowledge and attitudes to meet AL's need in relation to its mission and vision but also contractual requirements. The Community Interpreter Core Training is a requirement established by AL for individuals interested in becoming a contract interpreter of AL.

3.2 Recruitment and Selection

Across Languages strives to recruit the most suitable candidates based on following criteria: fluency and proficiency in English and another language; successful completion of ILSAT language proficiency test, education level, experience in social service field, and assessment of personal qualities for interpreting such as professional demeanour, composure in difficult situations, good organization and communication skills.

Procedure

Across Languages recruits qualified interpreters for all languages needed in our community regardless of volume. Across Languages considers a recruitment priority those languages of absent or insufficient representation on our roster, as informed by quantitative data from our service delivery programs and trends in our community.

All applications are assessed by the Recruitment and Training Department, which has the responsibility of accepting, deferring or rejecting the admission of any applicant to the program.

Availability, English language fluency and attitude testing of potential candidates for training are assessed over an initial telephone screening followed by an interview. Successful completion of ILSAT in the required language combination(s) is mandatory as well as a satisfactory submission of required documentation.

AL is responsible for the administration of ILSAT testing. Our testing services are offered on an appointment basis only.

Applicants are notified of their acceptance into training by an official letter of acceptance. AL reserves the right to reserve or withdraw an invitation at any moment throughout the recruitment, screening, and training process.

Payment.

The Training Program fee is due at the time of enrollment in the online training module or no later than a week before the start of a hybrid course. Once accepted, a seat is reserved for the applicant, who is financially responsible for their Training. Payment of this fee shall not be deemed as guarantee of enrolment to subsequent modules. No refunds are allowed.

Withdrawal.

A written notice is required to record a withdrawal. The trainee is not officially withdrawn if they cease to attend classes, notify their instructor of their intent to withdraw, or provide verbal notice to AL staff.

If due to unforeseen and unavoidable circumstances, the trainee is unable to take or complete the training, based on a written request including supporting documentation, retaking of training without repayment can be considered by the Training Department.

3.3 Language Interpreter Core Training Program and Mentoring

All potential interpreters must attend and successfully complete the Community Interpreter Core Training composed of mandatory modules, delivered and/or lead by AL Staff and Trainers. Additionally, some or all interpreters might receive invitations to participate in specialized training opportunities.

Procedures

MODULE 1 –Core Competencies of Interpreting and Interpreting in the Social Service Sector

Participants are required to complete all training material, demonstrate the professional attributes of an interpreter, and obtain a minimum mark of 70% in the final exam. Where a student fails the final exam, AL will consider the student's participation in class, timely submission of homework and overall performance, in order to determine whether the student can have a second chance to test.

All participants are also required to successfully take part in a two-step interpreter mentoring component, as follows:

- a) a consolidation session with a language coach for additional language specific support and
- b) Interpreter Internship, where interpreter trainees will be assigned interpreting work and are required to receive positive feedback by service providers on a minimum of 10 assignments. When necessary, an over-the-phone or face-to-face meeting with Training staff will be conducted to provide support and guidance to the Interpreter trainee/intern.

Module 2 – Interpreting in Healthcare Settings

Interpreters are notified in writing of their suitability to enrol in Module 2, based on AL's assessment of their overall internship performance up to that point and availability of training resources. Participants are required to complete all training materials, demonstrate the professional attributes of an interpreter, and obtain a minimum mark of 70% in the final exam and the final research project. Where a student fails the final exam or research project, AL will consider the student's participation in class, timely submission of homework and overall performance, in order to determine whether the student can have a second chance to test or submit.

In cases where the Interpreter Intern has a considerable professional background in the Healthcare sector - such as with physicians, dentists, and nurses-, AL will consider offering a fast-track option to satisfy the requirements of this module. Training staff and the Interpreter Intern will discuss an appropriate training plan to this effect.

Interpreter Interns will be assigned interpreting work in healthcare settings and are required to receive positive feedback by service providers on a minimum of 10 assignments. When necessary, an over-the-phone or face-to-face meeting with Training staff will be conducted to provide support and guidance to the new Interpreter.

Module 3 – Interpreting in Domestic Violence, Sexual Violence and Human Trafficking Settings

Interpreters are notified in writing of their suitability to enrol in Module 3, based on AL's assessment of their overall internship performance up to that point and availability of training resources. Participants are required to complete all training materials, demonstrate the professional attributes of an interpreter, and obtain a minimum mark of 70% in the final exam. Where a student fails the final exam, AL will consider the student's participation in class, timely submission of homework and overall performance, in order to determine whether the student can have a second chance to test.

Post Core Training

A Language Interpreter certificate is issued to candidates who completed the 3 modules of the Core Training successfully and obtained an ILSAT certification issued in the language in which those tests are available.

Interpreter Mentorship.

Interpreters will be assigned interpreting work for one year after completion of the Core Training Program under the Mentorship Program and are required to submit 10 additional feedback forms to service providers. One-on-one consultations with Training staff for support and mentorship can be initiated by the interpreter/mentor or AL.

Invitational Training: Remote Interpretation

Some interpreters will receive an invitation to participate in a 4th module for remote interpretation.

3.4 Professional Development

Across Languages is committed to continuing professional education on current issues for the interpreters and providing staff support for active interpreters. Professional Development topic selections are driven by feedback from interpreters, staff, service providers, and the community as a whole.

Procedure

Professional development sessions are delivered in various methods such as lecture format, site visit, online presentation, etc.

One-on-one consultation with AL staff for support and mentorship can be initiated by the interpreter or AL staff.

4.0 Service Delivery Protocols and Procedures

In addition to the Standards of Practice for Interpreters, the following Service Delivery Protocols and Procedures are to provide clear and more detailed guidance to interpreters.

4.1 Confirmations

Confirmation may be part of some assignments, as indicated by booking staff, and date/time of confirmation must be noted on the assignment form. If confirmation is not done, the assignment is considered incomplete and cannot be processed for payment, even though you might have delivered the service.

Confirmations of appointments are required within 48 hours of accepting the assignment (unless it is an urgent request) directly and only with the non or limited English speaker. If you are unable to obtain confirmation from the non or limited English speaker within 48 hours from when the details were provided to you, you must notify intake immediately by email (we have to have it in writing) to intake@acrosslanguages.org with confirmation in the subject line and indicating the reason why confirmation has not been obtained.

Intake will follow up with the client and notify you about next steps by email as soon as they hear back from the service provider.

All confirmations must be done over the phone and speaking with the NES in person. Please do not leave voicemails with details or messages with details with family members. If you do leave a voicemail, it should only say your first name, that you are an interpreter and what time you will be calling back. You can never leave a message for a domestic or sexual violence assignment. Assignment details should never be disclosed on an answering machine or discussed with anyone other than the NES.

- What to say when you confirm in person:
 - your first name

- that you are an interpreter from Across Languages
- that you will be interpreting for the NES on XXX date and time in XXX location
- ask if another interpreter has called before about this appointment (to minimize double-bookings). If so, please notify AL immediately.
- stress that you will be an impartial party and keep information confidential
- you may also want to agree on where to meet the NES, i.e. lobby, front door, office where meeting is taking place, etc. as it may be very hard for the NES to find their way in big locations such as hospitals
- If confirming OW, you also have to remind them of the documents to bring to the appointment (as per the Advance list of OW)
- Note date and time of your confirmation on your assignment form. This information is at times requested by the service provider and used to determine who stays in case of double bookings.

4.2 Double Bookings

A double booking is when two Across Languages interpreters show up for the same assignment.

When it is evident that a double booking has taken place, please put assignment forms together to identify who received the assignment first, based on the dates filled out on your forms. The first interpreter to have received the assignment will be the one to stay. In the event that both assignment were received on the same day, the interpreter to stay will be the one with the lowest assignment number.

Please note that this does not mean that the interpreter not staying will not get paid. Both interpreters are required to follow up with Sofia (sofia@acrosslanguages.org) no later than 24 hrs. afterwards. Please ensure that a copy of your assignment form is attached and briefly outline what happened. As long as policy and procedure were followed, both interpreters will receive payment.

4.3 Follow up appointments

(Effective Date: November 2002, Rev. October 2004)

Interpreters are obligated not to appear to assign themselves when working on behalf of Across Languages. Doing so may represent an ethical conflict of interest and violates sections of the Interpreter contract as well as good business practice.

When requesting a follow up, the service provider **must** contact Across Languages' office to create a valid request for service. This requirement includes all follow ups, even when the service provider wishes to relay the request through the interpreter.

When directly asked for a follow up by the service provider,

Interpreters are required to:

- Tactfully insist that the English speaker or another representative of the service provider contact Across Languages to make the request.

- When the request is made by the service provider, Across Languages will contact an interpreter. The assigned interpreter will be given an assignment number by AL. Without an assignment from Across Languages, there is no interpreting assignment, and none has been offered or accepted, implicitly or otherwise.*

When directly asked for follow up service, the Interpreter

- MAY say that she or he would be pleased to work with the service provider and non-English speaker again, but firmly ask the service provider to contact the Across Languages office to request an interpreter.
- MAY give the service provider an Interpreter business card (with first name only) to facilitate communication between the service provider and the Across Languages office.
- MAY NOT commit to providing service. Across Languages will make this commitment with the service provider and subsequently, assign an interpreter.
- OUGHT TO advise both English speaker and non-English speaker up that any qualified interpreter from Across Languages will be adequate for their interpreting needs.
- * ONLY AL's answering service, Spectrum, is authorized by Across Languages to assign an interpreter after hours. When assigned after hours, the interpreter is required to contact Across Languages at the earliest opportunity to obtain an assignment number.
- Exceptions to this procedure are psychological consultations, domestic and sexual violence assignments and home visits with Health Unit and other community providers. In those cases, the interpreter can indicate their availability to the service provider but will still direct the service provider to submit the request to AL's intake team. If the interpreter indicates their availability, intake will expect the interpreter to honour that commitment and not book other assignments. Intake is not responsible for service providers follow through.

4.4 Long Assignments (>4 hours)

(Effective Date: Dec 2008, Rev. Jan 2015)

Long assignments (4 hours) must be reported to Across Languages. No assignment will be longer than 8 hours, for Hospital assignments only. Any additional hours (>8) for Hospital assignments will not be invoiced and/or paid.

Good judgment and good communication with the Across Languages office team, is required of interpreters in all cases involving assignments longer than 4 hours.

- Interpreters must ALWAYS request that the Service Provider write a note on the assignment report to explain the reason for the long assignment. This note has to be accompanied by the Service Provider's name and signature.
- If expected length of time is mentioned to the interpreter at the time of booking, the interpreter must be prepared to stay for the duration of the assignment if needed by the Service Provider.
- It is NOT appropriate for an interpreter to accept such assignments without being able to commit to the maximum duration that MAY be required.

- If an interpreter cannot complete the assignment for any reason (for example, fatigue, work commitments) Across Languages expects the interpreter NOT TO LEAVE until reasonable efforts have been made to find a replacement. Ideally, the interpreter should stay until a replacement arrives.
- For after-hours assignments, the interpreter should tell the Service Provider to call the after-hours emergency service (main office number) and ask them to try to locate another interpreter. The interpreter is required to ALSO call Across Languages and leave a voicemail message in the general voicemail with enough detail that the office staff can follow up on the next business day. It would also be courteous for the interpreter to express regret to the service provider and the non-English speaker for any inconvenience that may have been caused.

4.5 Non-Continuous” AND “Continuous” Interpretation Service

(Effective Date: August 5, 2004. Rev. December 1, 2005)

Adapted from “Guidelines for Non-Group Interpretation Encounters with Consecutive Different Non-English Speakers and/or English Speakers”, July 2003

4.5.1. Continuous Service

Interpreters will be paid only one minimum fee, and customers will be billed only one minimum charge, where there is **essential continuity** of interpreting service or interpreter availability. The interpreter is to be paid from the start time to the finish time recorded on the Assignment Report Form.

4.5.2. NON-Continuous Service

Interpreters will be paid an additional minimum fee. Customers will be billed an additional minimum charge (one, two, or three hours depending on the client type), when interpreting service and interpreter availability is **essentially terminated** and then initiated anew. (“Non-Continuous Service”).

** The purpose of the minimum payment and billing are to compensate for the costs associated with STARTING and travelling to an assignment and to ensure that the interpreter and Across Languages receive a minimum amount even when the DURATION of service is very short.*

WHEN IS service CONTINUOUS?

- The interpreter is released FROM DUTY for LESS than 90 minutes, but is required to return to the location at the time specified.
- Arrangement MUST be made by the Service Provider at time of booking with Across Languages. This enables the interpret to decide whether or not to accept the assignment terms at time of booking and enables Across Languages to effectively schedule interpreters.
- The interpreter is NOT released from duty, but is allowed by the service provider to take a break of one hour or less.
- The interpreter is expected to be continuously available to interpret, (e.g. Labour and Delivery, day surgery and procedures), but may not be interpreting “all the time”.

- The Interpreter follows the NES OR the service provider to from location to location (e.g. from a shelter to a housing appointment, or from one hospital campus to another), but there is less than one hour between the end of one service at one location and the start at the next.
- The interpreter remains in one location and interprets consecutively for several different NES and/or different service providers, (e.g. parent-teacher meetings back-to-back, two appointments back to back at a shelter with two different Spanish speaking residents).

4.6 Guidelines for Performing Sight Translation

The interpreter ought to:

- Ask for a few minutes to read over the entire document.
- Know their limitations and only do the sight translation if capable.
- If they are not capable, or if the document is too lengthy or complex for a sight translation, they should advise both parties.
- Do the sight translation in the presence of both parties.
- Not allow themselves to be left alone with one party to perform a sight translation in the absence of the other or to complete forms or questionnaires which they have sight translated.
- When asked to read a document and explain or summarize it to one of the parties, ask the party who provided the document to provide the explanation/summary so that the interpreter will continue to interpret.
- Not act as witness, if the document is a legal document that requires witnessing. A separate line should be provided for a signature of an interpreter.
- Sign their name as the interpreter of record, which means that the interpreter has sight translated everything in the document to the best of their ability. If the interpreter has not interpreted everything, they should not sign and/or they should state what they have done in writing before signing.

4.7 Payment

The interpreter submits to Across Languages for every interpretation request fulfilled a standardized invoice (assignment form) that includes the following information:

- Date and time of actual start and end of assignment
- Signature of authorized person representing client/client organization
- Name of client organization, if needed department, and first and last name of service provider present and authorized to sign on behalf of client
- Name of interpreter completing work*
- Unique assignment number issued by ALEX (AL information management system)
- Name of AL staff who assigned the request to interpreter

The interpreter commits to submitting an invoice for the work completed within 2 working days of completion of request unless the assignment completed falls in the last working days of a month. In that case, the interpreter commits to submitting the invoice before no more than 24 hrs after completion.

If the interpreter misses the deadline for submission of invoice, AL will process the invoice at the earliest convenience and payment will be issued for the next payment cycle. If interpreter misses three deadlines for submission of invoice, AL can at its sole discretion decline payment.

*payment will only be issued to contractor named on invoice. Invoices submitted by interpreter will only be accepted for assignments done by said interpreter.

4.8 Accessing Counselling at Daya Counselling Centre

Across Languages provides the availability of counselling to all its interpreters through Daya Counselling Centre.

At times, the work of an interpreter can be very stressful, and the stories that interpreters might be asked to interpret could affect them personally. In those cases, to access this service, they can simply call Daya for an intake.

Monday to Friday, 9 am to 12 pm and 1 pm to 3 pm.

333 Dufferin Ave.
London, Ontario
N6B 1Z3 Phone: 434-0077

When accessing this service, interpreters need to identify themselves as interpreters with Across Languages
Daya maintains a strict confidentiality policy and at no time will Across Languages be privy to any information provided to Daya, including names of interpreters seeking services from the agency.

4.9 Violence in the Workplace

All Training participants at AL have the right to a learning environment that is respectful and free from discrimination, harassment and disturbance. Everyone is responsible for knowing Training rules and policies and for adhering to them.

Code of Conduct

Inappropriate behaviour includes:

- assaults
- trespass
- threats
- improper use of computer systems
- discrimination
- defamation

- harassment
- dishonesty
- sexual harassment
- disorder (disruption, disturbances)
- theft
- consumption of alcohol and prohibited substances
- damage to property
- violation of AL reputation
- not returning borrowed AL property

Harassment or Discrimination

Harassment or discrimination is defined as misconduct motivated by, based on, or related to your race, ancestry, place of origin, colour, ethnic origin (including language, dialect or accent), citizenship, religion, creed, sex, sexual orientation, age, marital or family status, record of provincial offences or pardoned federal offences, disability or receipt of public assistance.

Sexual Harassment

It is defined as inappropriate comments about gender or behaviour that may be considered offensive, unwelcome or excessive. Remarks or language used about a person's physical characteristics; leering or inappropriate staring; bragging about sexual prowess and display of sexually offensive material.

For information or assistance in addressing and resolving a dispute, consult with:

- Training Coordinator
- Executive Director

Ontario Human Rights Commission

4.10 Complaint Management (Summary, see full policy for details)

Policy

Across Languages takes all complaints seriously. All staff persons and contractors who encounter any statement, verbal or written, that expresses a dissatisfaction of service must follow the reporting procedure outlined below to ensure all complaints are handle in a consistent manner. Interpreters are required to notify intake or delegated staff of any issue or problem they encounter while on assignment for AL. This notification must be in writing.

Procedures

1. Interpreters and staff persons who encounter a dissatisfaction with service must try to use their best judgement to de-escalate the situation and follow up with the person who brought forth the complaint (level 1).

2. In case the complainant is not satisfied, the interpreter or staff person is to notify their direct supervisor (level2).
3. A Complaint Report Form must be initiated by the supervisor to document the process of investigation within a reasonable timeframe. (See Complaint Report Form)
4. If necessary, the supervisor may involve other parties to assist the process (level 3). Preventive measures might be taken to ensure the protection of the interpreter, agency and client of further negative impacts. These measures might but are not limited to withholding and/or reassigning work to other interpreters if available.
5. An investigation by the supervisor includes gathering information from relevant sources related to the incident and developing a plan of action that includes a response to the complainant within a reasonable timeframe.
 - Documentation of such complaint is essential and a copy of the Complaint Report Form must be kept and forwarded to the Executive Director and relevant Program Coordinators.
 - All Complaint Report Forms are kept confidential and information regarding to the complaint are only shared on a need-to-know basis.

Note: For complaints that are brought forward by a non/limited English speaker, a neutral tested and trained interpreter will be provided free of charge to ensure the non/limited English speaker can fully explain the extent of their concerns.

4.11 Performance Management for contracted Interpreters

This section outlines the policy and procedures for performance evaluation and disciplinary actions for contracted interpreters. It ensures that contractors meet the organization's standards and expectations and provides a framework for addressing performance issues and misconduct.

Scope

This policy applies to all interpreters engaged by the organization, regardless of the duration or nature of their contract.

Performance Evaluation

Objectives

- To assess the interpreter's performance against agreed-upon deliverables and standards.
- To provide constructive feedback to interpreters.
- To identify areas for improvement and professional development.
- To ensure alignment with the organization's goals and values.

Frequency

Performance evaluations (feedback forms or formal evaluation) will be conducted at the following intervals:

- Initial feedbacks: At the end of each training module.
- Ongoing feedbacks: Requested at random for all interpreters as a quality control measure.
- Ongoing evaluations: for each assignment on assignment reports.

- Complaint management: upon receiving complaints from service providers and/or NES.

Evaluation Criteria

Performance evaluations will be based on:

- Quality of work
- Timeliness and adherence to deadlines
- Communication and collaboration
- Compliance with organizational policies and procedures
- Initiative and problem-solving skills

Evaluation Process for complaints:

1. Preparation: The supervisor will gather relevant performance data, including completed work, feedback from team members, and any incident reports.
2. Evaluation Meeting: The supervisor and interpreter will meet to discuss the performance evaluation. The supervisor will provide feedback and discuss areas of strength and opportunities for improvement.
3. Documentation: The performance evaluation will be documented using the organization's standard evaluation form, which both the supervisor and interpreter will sign.
4. Follow-Up: Any agreed-upon action items or improvement plans will be monitored and reviewed at subsequent evaluations.

4.10.1 Disciplinary Actions

Disciplinary actions may be taken for:

- Poor performance or failure to meet performance standards.
- Breach of contract terms.
- Misconduct or unethical behavior.
- Violation of organizational policies and procedures.
- Failure to comply with safety regulations.

Disciplinary Process

1. ****Initial Warning****: For minor infractions or first-time issues, AL staff will issue a verbal or written warning to the interpreter. The warning will outline the issue and the expected corrective actions.

2. **Formal Meeting:** If the issue persists or for more serious infractions, a formal meeting will be held with the interpreter, program staff, and supervisor or HR. The interpreter will have an opportunity to respond to the concerns.
3. **Corrective Action Plan:** A corrective action plan will be developed, outlining specific actions the interpreter must take to address the issue. The plan will include a timeline for completion and consequences for non-compliance.
4. **Follow-Up:** Progress against the corrective action plan will be monitored. Additional meetings may be held to review progress and provide further guidance.
5. **Termination:** If the contractor fails to comply with the corrective action plan or in cases of severe misconduct, the organization may terminate the contract. Termination procedures will be conducted in accordance with the contract terms and applicable laws.

Documentation and Record Keeping

All performance evaluations, disciplinary actions, and related communications will be documented and maintained in the contractor's personnel file. These records will be kept confidential and only accessible to authorized personnel.

Appeals Process

Interpreters who wish to appeal a disciplinary decision may submit a written appeal to HR within 5 business days of notification of the decision. The appeal will be reviewed by the Executive Director and a representative of the Board and this decision will be final.

Review and Revision

This policy will be reviewed annually and revised as necessary to ensure it remains effective and compliant with relevant laws and regulations.

Effective Date

This policy is effective as of July 2, 2024 and supersedes all previous versions.

Approved by:

Anna Hendrikx, Executive Director, July 2 2024