

**JUDICIAL COUNCIL OF CALIFORNIA**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
455 Golden Gate Avenue  
San Francisco, California 94102-3688

**Revised Report**

TO: Members of the Judicial Council

FROM: Court Executives Advisory Committee  
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Contract Court Interpreters  
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DATE: August 30, 2007

SUBJECT: Contract Court Interpreters: Payment Policies (Action Required)

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Issue Statement

In February 2000, the Judicial Council approved the *Payment Policies for Contract Court Interpreters*, which set forth uniform policies in several areas of contract court interpreter compensation, including daily compensation rates. Effective July 1, 2000, the daily compensation rate for certified<sup>1</sup> and registered<sup>2</sup> contract court interpreters was set at \$265 for a full day and \$147 for a half-day. There have been no other increases in the daily compensation rate or revisions to other policy areas outlined in the *Payment Policies for Contract Court Interpreters* since 2000.

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<sup>1</sup> Certified Interpreter: Has passed the Judicial Council's Court Interpreter Certification Examination in one of the twelve (12) designated languages. The court interpreter must meet the following requirements for certification: file for certification with the Judicial Council; pay the annual \$85 fee; attend a Judicial Council Code of Ethics Workshop; and submit proof of 30 hours of continuing education and 40 assignments of recent professional interpreting experience every two years.

<sup>2</sup>Registered Interpreter: Interprets in a spoken language for which there is no state certification exam, and has passed the English Fluency Examination. The court interpreter must satisfy the following requirements: file for registration with the Judicial Council; pay an annual fee of \$50; attend a Judicial Council Code of Ethics Workshop; Attend a Judicial Council Orientation Workshop; and meet the requirements developed for court interpreters regarding continuing education and professional experience.

The Court Executives Advisory Committee (CEAC) recommends that the council adopt revisions to the *Payment Policies for Contract Court Interpreters*, including a regional approach to an increase in the daily compensation rate for contract court interpreters.

### Recommendation

Consistent with the annual Budget Act, which specifies that the Judicial Council set compensation rates and policies for contract court interpreters, the CEAC recommends that the Judicial Council, effective September 1, 2007, adopt revisions to the *Payment Policies for Contract Court Interpreters* as follows:

1. Increase the daily compensation rate for certified and registered contract court interpreters as follows<sup>3</sup>:
  - Region 1: 6 1/2%; \$282.23 full day and \$156.56 half day
  - Region 2: 6 1/2%; \$282.23 full day and \$156.56 half day
  - Region 3: 6 1/2%; \$282.23 full day and \$156.56 half day
  - Region 4: 6 1/2%; \$282.23 full day and \$156.56 half day
2. Provide a more accurate definition of half-day and full-day court sessions for the purposes of interpreter compensation;
3. Define night court sessions to address the need to define compensation for contract court interpreters who interpret for night court proceedings;
4. Provide clearer language outlining the responsibility of contract court interpreters to notify courts when they are unavailable for assignments;
5. Eliminate the requirement that contract court interpreters who travel 60 or more miles roundtrip for assignments must cross county lines before they are reimbursed for mileage;
6. Incorporate minor revisions to language and eliminate outdated language; and
7. Make any future changes to the payment policies, including compensation, on a regional basis with input from the courts in each region.

The *Payment Policies for Contract Court Interpreters*, reflecting the revisions recommended above, is attached.

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<sup>3</sup> Region 1 includes Los Angeles, Santa Barbara, and San Luis Obispo Counties; region 2 includes the Bay Area/Northern Coastal Region; region 3 includes the Northern/Central Region; and region 4 includes Imperial, Inyo, Orange, Riverside, San Bernardino, and San Diego Counties.

### Rationale for Recommendation

Contract court interpreters play a vital and integral role in the public's access to justice. To ensure that there are sufficient interpreters to work in the courts, there is a need to modify the daily compensation rate, as the daily rates for contract court interpreters have not been increased in seven years. In considering the amount of the increase to the daily compensation rate for contract court interpreters, the CEAC determined that the regional negotiations with employee interpreters should be considered in setting rates for contract interpreters. SB 371 has created a regional approach to negotiating with employees and managing interpreters. The bill also provides that interpreters should not be discouraged from becoming employees. Recognizing these two principals, the CEAC determined a balance must be kept between salaries negotiated in each region for employees and the rate set for contract interpreters in those regions.

The recommended changes reflect rates that maintain a balance with recent regional negotiations, are sensitive to the market and local trial court needs, and ensure that rates are consistent with the policy objectives set forth in SB 371. To maintain the ability of the courts to attract and retain contract interpreters, any future compensation rate changes for contract court interpreters should be made on a regional basis with input from the courts in each region.

The CEAC decided not to recommend a rate increase for noncertified<sup>4</sup> and nonregistered<sup>5</sup> interpreters in order to be consistent with the Judicial Council's goals and the statutory preference for using certified interpreters, and to maintain an incentive for noncertified contract court interpreters to comply with the Judicial Council requirements for acquiring certification. A representative sample of trial courts were contacted and asked whether this recommendation to exclude non-certified and non-registered interpreters from the rate increase would adversely impact court operations. Reports back from executive leadership from these courts predicted that the recommendation would not have a substantial nor adverse impact on courts, and also may promote the branch-wide goal of using registered and certified interpreters.

### Background

In response to the request of contract interpreters to have a forum to present ongoing information and proposals on the payment policies, the Administrative Director of the Courts requested that the CEAC convene a subcommittee to hear these concerns. The Subcommittee on Payment Policies for Contract Court Interpreters was established in September 2006. Its charge was to convene a public meeting to provide opportunities for

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<sup>4</sup> Noncertified Interpreter: Interprets in one of the twelve (12) designated languages, but has not passed the Judicial Council's Court Interpreter Certification Examination; or has passed the Judicial Council's Court Interpreter Examination, but has not fulfilled the corresponding Judicial Council requirements (outlined in footnote 1).

<sup>5</sup> Nonregistered Interpreter: Interprets in a spoken language other than the twelve (12) designated languages; has not passed the Judicial Council's English Fluency Examination; or has passed the Judicial Council's English Fluency Examination, but does not meet the other Judicial Council Requirements.

contract court interpreters and other interested parties to present information and proposals on the payment policies and to make recommendations to the council concerning payment policies for contract court interpreters.

The subcommittee held its first public meeting on November 7, 2006, in San Francisco. In response to requests from contract court interpreters for a public meeting in Southern California, the subcommittee held a second public meeting on January 9, 2007. A total of 30 speakers, including both contract court interpreters and employee interpreter association representatives, presented information and proposals to the subcommittee at the public meetings, and 17 proposals were submitted in writing.

After reviewing all of the comments presented at the two public hearings, the CEAC studied the statutory scheme under SB 371 for employee court interpreters, which provides for four regional bargaining units, and reviewed the current status of each region's labor contracts to gain a perspective on the regional compensation levels for employees. Prior to the establishment of the regions and subsequent negotiations, all interpreters were subject to the rates as set out in the *Payment Policies for Contract Court Interpreters* of \$265 for a full day, and \$147 for a half-day. Since July 2006, the four regions have entered into agreements that increased the compensation rate for employee interpreters as follows:

Region 1: A 2.5 percent wage increase was effective on July 1, 2006. Bargaining is in progress for the third year of the contract.

Region 2: A 3 percent wage increase was effective October 1, 2006. Bargaining for the third year of the contract has not yet begun. It is anticipated that bargaining will begin between August-September 2007.<sup>6</sup>

Region 3: Although structured differently than the first two regions, a 3 percent wage increase was effective for most interpreters on July 1, 2006. An automatic increase of another 3 percent became effective July 1, 2007 for a total increase for the past two years of 6 percent.<sup>7</sup>

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<sup>6</sup> The region 2 MOU is a two-year, 10-month contract that expires on September 30, 2008. Article 22 of the agreement ("Wages and Other Compensation") contains reopener clauses that provide for additional bargaining after the first and second complete years of the contract (October 1, 2006, and October 1, 2007). Reopener bargaining is limited to straight-time hourly wages, one additional economic item, and one additional noneconomic item as requested by each party.

<sup>7</sup> The region 3 MOU is a three-year labor contract that expires on September 30, 2008. It contains a three-step pay range for full-time and permanent part-time staff interpreters and interpreter pro tem employees. To begin the contract, all employees were placed at step 1 of the scale, which is equivalent to the current \$265 full-day rate. Thereafter, the parties agreed that the staff interpreters will advance one step within this three-step salary range, upon satisfactory performance, effective on the first pay period immediately following the anniversary date of initial hire. The steps are 3 percent apart, with step 2 rates 3 percent higher than step 1, and step 3 rates 3 percent higher than step 2. While most interpreters are likely to be at

Region 4: Also structured a bit differently than the other regions, most interpreters received a 3 percent wage increase on July 1, 2006. An automatic increase of another 3 percent became effective July 1, 2007 for a total increase over the past two years of 6 percent.<sup>8</sup>

The subcommittee concluded that the most logical way to accomplish the balance that must be maintained between regional negotiations and not discouraging interpreters from becoming employees, is for each region to make the recommendations to the Judicial Council for regional contract interpreter rates.

This regional concept was presented to the 19-member CEAC on May 30, 2007. The CEAC voted to support the recommendation. The CEAC presented the proposed recommendation to the Trial Court Budget Working Group on June 11, 2007, and it voted to support the recommendation.

Representatives from each region were then asked to meet and make recommendations for full-day and half-day rates for contract court interpreters in their region. In forming their recommendation, each region considered labor negotiations, local market conditions, regional court needs, and available funding under the SAL allocation for interpreters. The regional recommendations are as follows:

- Region 1: 6 1/2%; \$282.23 full day and \$156.56 half day
- Region 2: 6 1/2%; \$282.23 full day and \$156.56 half day
- Region 3: 6 1/2%; \$282.23 full day and \$156.56 half day
- Region 4: 6 1/2%; \$282.23 full day and \$156.56 half day

It is noted that during this transitional year, each region recommends the same rate increase. In the future it is anticipated that the recommended rates could vary from each other.

### Alternative Actions Considered

1. The CEAC considered not recommending any rate increase. Because of the current shortage of court interpreters, there is a need driven by the marketplace to increase the

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step 2 of the pay range as of January 2007, those hired in 2006 or later are likely to be at step 1 of the same pay range. There are no reopeners in the Region 3 agreement.

<sup>8</sup> The region 4 MOU is a three-year labor contract that expires on July 31, 2008. There are no reopeners in the agreement. Article 7 of the agreement (“Compensation”) contains a five-step pay range for full-time and permanent part-time staff interpreters. Intermittent staff interpreters are not eligible to participate. Staff interpreters will advance one step in the salary range effective on the first pay period immediately following completion of 2,080 hours of paid time. The steps are 3 percent apart, with step 2 rates 3 percent higher than step 1, step 2 rates 3 percent higher than step 2, etc.

daily compensation rate in order to attract and retain individuals in the court interpreter profession.

2. Rather than a regional approach, the CEAC considered a statewide increase to the daily compensation rate, as was done at the time of the last rate increase in February 2000. The CEAC determined that a regional approach to compensation increases addresses the ongoing need to attract and retain interpreters by enabling the courts to recommend rates that are sensitive to the market and local trial court needs, and that will ensure that rates are consistent with the policy objectives set forth in SB 371.
3. The CEAC considered an increase that was equivalent to the rate paid to federally certified court interpreters, as proposed by contract court interpreters during the subcommittee's public hearings. The CEAC determined that increasing the daily compensation rate to match that of federally certified interpreters was not feasible for several reasons: (1) the judicial branch's baseline budget would not cover an increase ranging from 33.9 percent to 37.3 percent which would be necessary in order to match the federally certified rate<sup>9</sup>; (2) an increase of this amount would not be consistent with the policy objectives set forth in SB 371; and 3) the exam required to become a federally certified court interpreter is more complex than the state certification exam.

### Comments From Interested Parties

Primary issues raised by the contract interpreters included:

1. *Contractor compensation*

Contract court interpreters have not had a pay increase since 2000, while the cost of living has continued to increase. The contractors argue that the lack of an increase in seven years contributes to the shortage of contract court interpreters by impeding the ability of the courts to attract new interpreters and it exacerbates the interpreter shortage as contract court interpreters are opting to take assignments in the private sector or federal courts because of the higher compensation rates.

➤ Response: CEAC is recommending a rate increase effective September 1, 2007.

2. *100-day Limit*

Non Opt-Out<sup>10</sup> contract interpreters are limited to working 100 days in a particular court which, the contractors argue, results in loss of work for some contract interpreters and sometimes forces courts to hire noncertified interpreters.

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<sup>9</sup> At the time of the subcommittee's public meetings, the daily compensation rate for federally certified court interpreters was \$355 for a full day and \$192 for a half-day. Federally certified court interpreters received a 2.5 percent increase effective April 2, 2007. The current rates are \$364 for a full day and \$197 for a half-day.

<sup>10</sup> A certified or registered interpreter who did not meet the experience or preclusion requirements outlined in SB 371 (Gov. Code §71802(b) (2) and (4)). In SB 371, a category of interpreter was created to allow interpreters who had worked a long time and attained the age of 60 years old could "opt" to not become employees, and retain contractor status. These Opt-Out interpreter contractors hold a special status over other interpreter contractors.

- Response: SB 371 (Gov. Code §71802(c)) governs the operation of the 100-day limit and provides that the matter is subject to regional bargaining. For example, region 3 has eliminated this requirement through negotiations. CEAC did not believe it was appropriate to recommend a legislative change in this forum.

### 3. *Inequity in the treatment of opt-out interpreters*

Opt-out interpreters<sup>11</sup> have secondary priority after employee interpreters for assignments, which, the opt-out interpreters argue, results in lost employment opportunities; they also argue that opt-outs should be given a higher pay rate since they represent the most experienced interpreters.

- Response: SB 371 governs the priority for assignments, and CEAC did not believe it was appropriate to recommend a legislative change in this forum. Establishing a higher pay rate for opt-outs over other contract court interpreters would be creating a multi-tiered compensation rate system that CEAC did not believe was warranted. CEAC acknowledges the value of this smaller subset of skilled interpreters, but also recognizes that opt-outs also have the opportunity to consider employment with the trial courts.

### 4. *Restrictions in the mileage reimbursement policy*

In larger counties, contract court interpreters traveling 60 or more miles roundtrip *within* county lines do not receive reimbursement because they have not crossed county lines.

- Response: CEAC recommends eliminating the requirement that contract court interpreters traveling 60 or more miles roundtrip must cross county lines in order to be eligible for mileage reimbursement.

### Implementation Requirements and Costs

The recommended increase to the daily compensation rates and policies can be covered within the judicial branch's court interpreter baseline budget.

Attachment

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<sup>11</sup> A certified or registered interpreter who met either the experience or preclusion requirements outlined in SB 371 (Gov. Code §71802(b) (2) and (4)).



## Payment Policies for Contract Court Interpreters

### Summary

The Judicial Council of California adopted payment policies for contract court interpreters in February 1, 2000. The payment policies reimburse interpreters for mileage, travel time, and excess pay in specific circumstances; define the full and half-day session; provide a cancellation fee under certain conditions; and allow for payment above the established rates in unusual circumstances, as defined herein.

### Background

~~The Budget Act of 1997-1998 (Assem. Bill 107), the Budget Act of 1998-1999 (Assem. Bill 1656), and the Budget Act of 1999-2000 (Sen. Bill 160) give the Judicial Council the responsibility to set compensation rates and policies for contract court interpreters. The annual Budget Act specifies that the Judicial Council sets compensation rates and policies for contract court interpreters.~~

### Intent

The intent of these policies is to establish comprehensive payment policies for contract interpreters while continuing to allow for local flexibility. In adopting these additional payment policies, the council recognizes that some interpreters are independent contractors and that these policies are not intended to change their status as independent contractors.

### Local Discretion to Meet Unique Needs

The daily payment rates below do not affect the trial court's discretion in compensating above the established rate to obtain services in unique or unusual circumstances. For example, securing the services of a Navajo interpreter from out of state or a certified interpreter in trial courts that have limited or no certified interpreters living within their jurisdiction.

### Payment Policies

#### Daily Payment Rates

~~The council's goal is for the trial courts to use only certified and registered interpreters in all interpreted proceedings. For those instances in which a trial court has exhausted all options to secure the services of a certified or registered contract interpreter, the council has established a separate, lower rate schedule for noncertified and nonregistered contract interpreters. The differential structure is intended to encourage noncertified and nonregistered interpreters to gain the necessary skills to become certified or registered~~

and to reward the efforts of those interpreters who have improved their skills and achieved certification. The rates are as follows:

*Certified and registered interpreters (as of July 1, 2000)*

\$265 per day or \$147 per half-day

*Noncertified and nonregistered interpreters (as of August 1, 1999)*

Not more than \$175 per day or \$92 per half-day, as determined by the local trial court system.

*Noncertified incremental adjustment (as of September 1, 1999)*

An additional \$25 per day or \$13 per half-day for noncertified contract interpreters only, subject to certain conditions.

Definitions of half-day, full-day and night session:

a. A half-day session is defined as any portion of a consecutive four-hour period either:

1. A morning session, beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.;

2. An afternoon session, beginning no earlier than 1:00 p.m. and ending by 5:15 p.m., or

3. A night session, which is a separate session, as determined by the court, beginning no earlier than 5:15 p.m. and ending by 10:00 p.m.

b. A full-day session is defined as a morning session and an afternoon session.

### Daily Payment Rates

The council's goal is for the trial courts to use only certified and registered interpreters in all interpreted proceedings. For those instances in which a trial court has exhausted all options to secure the services of a certified or registered contract interpreter, the council has established a separate, lower rate schedule for noncertified and nonregistered contract interpreters. The differential structure is intended to encourage noncertified and nonregistered interpreters to gain the necessary skills to become certified or registered and to reward the efforts of those interpreters who have improved their skills and achieved certification. The rates are as follows:

*Certified and registered interpreters (as of September 1, 2007)*

As adopted by the Judicial Council:

Region 1: \$282.23 per full-day or \$156.56 per half-day

Region 2: \$282.23 per full-day or \$156.56 per half-day

Region 3: \$282.23 per full-day or \$156.56 per half-day

Region 4: \$282.23 per full-day or \$156.56 per half-day

If an interpreter is required to work between the hours of 12:15 p.m. and 1:00 p.m., or after 5:15 p.m. until the conclusion of the proceeding, the interpreter is entitled to hourly compensation at the full-day hourly rate as determined by the courts in each region.

Noncertified and nonregistered interpreters

Not more than \$175 per day or \$92 per half-day, as determined by the local trial court system.

Noncertified incremental adjustment (as of September 1, 1999)

An additional \$25 per day or \$13 per half day for noncertified contract interpreters only, subject to certain conditions.

Sign language interpreters (as of August 1, 1999)

Pursuant to ~~Under~~ section 754(i) of the Evidence Code, the rate for certified court and registered contract interpreters applies to sign language interpreters for the deaf or hearing impaired. ~~The council has designated two testing entities, Registry for the Deaf and California Coalition Agency Serving the Deaf, to certify sign language interpreters.~~

Staff Interpreters

~~The rates established for contract interpreters do not apply to the compensation paid to staff interpreters. Pursuant to the budget control language, staff interpreters must be certified or registered to be considered an allowable expense under the Interpreters Program budget. If the local trial courts wish to convert contract interpreter expenditures to certified or registered staff interpreter positions, please contact Finance Division staff for guidance.~~

Definitions of the half day and full day sessions

A half day and full day of interpreting services are defined as follows:

- ~~a. — A morning half day session is any portion of a consecutive four hour period beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.; an afternoon session is any portion of a consecutive four hour period beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.~~
- ~~b. — A full day is defined as any time beyond the half day morning session. This definition ensures that contract court interpreters do not have their compensation for an afternoon assignment (i.e., travel to another location) placed in jeopardy.~~

Excess Pay

~~The trial court may negotiate with the contract interpreter for services provided on a single day beyond or outside the full day session. The court may negotiate premiums not to exceed:~~

- ~~• An hourly rate up to 1/8 of the full day rate based on the certification status, OR~~
- ~~• A flat fee, up to the half day rate based on certification or registration status:
  - ~~— Currently up to \$147 for certified and registered contract interpreters,~~
  - ~~— Currently up to \$105 for noncertified entry level 1 provisionally qualified interpreter, and~~
  - ~~— Currently up to \$92 for noncertified and nonregistered interpreters.~~~~

Cancellation fee

A cancellation fee is paid under the following conditions:

- a. A contract is entered into with the interpreter more than 24 hours or one business day in advance of the assignment, and

b. An assignment is cancelled without 24-hour notice, or for assignments beginning on the first business day of the work week, without one business day's notice.

If an interpreter receives another assignment from a state trial court system or federal court, the cancelling state trial court is entitled to an offset amount, up to the cancellation fee. ~~The interpreter is to be compensated for the assignment up to a maximum of one full day. A larger cancellation fee may be paid in unusual circumstances (defined below.)~~

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. In such circumstances, the interpreter must notify the court more than 24 hours in advance of the scheduled assignment.

#### Unusual circumstances

~~A premium above the daily rate, mileage reimbursement, and/or cancellation fee may be provided under unusual circumstances. Unusual circumstances are defined as follows:~~

- ~~• They are limited or no certified or registered contract interpreters in the needed language living within the county, or~~
- ~~• The county is of large geographical size, and~~
- ~~• The alternative is either to continue the proceeding or utilize the services of a noncertified or nonregistered interpreter.~~

#### Multilingual interpreters

~~A premium~~ An amount above the daily rate may be provided for interpreters who render services in more than one language on the same day. ~~The typical practice is to pay an interpreter two half days rather than one full day.~~

#### Mileage reimbursement

Actual Mileage is reimbursed when the interpreter travels 60 miles or more roundtrip from AND travels outside the county of his or her place of business (address used for tax purposes). The rate of reimbursement is ~~linked to the state rate, currently \$.34 per mile,~~ rate as authorized by the state. Greater mileage reimbursement may be made in unusual circumstances (defined below). Extraordinary travel costs such as airfare may be reimbursed only with advanced approval of the court executive officer, or his or her designee.

#### Travel time

~~The interpreter may be paid a premium for travel time if the interpreter travels more than 60 miles AND travels outside the county of his or her place of business (the interpreter's business address for tax purposes). The trial court and the interpreter shall negotiate the amount of the premium.~~

#### Unusual circumstances

An amount above the daily rate, and/or a cancellation fee may be provided under unusual circumstances. Unusual circumstances are defined as follows:

- There are limited or no available interpreters in the needed language; and
- The alternative is to continue the proceeding.

A trial court and the interpreter may negotiate an amount for travel time in unusual circumstances.

**~~Allowable Uses of Interpreter Funding~~**

~~Funds allocated from the Interpreters Program budget are for payment of the following allowable interpreter expenses: contract interpreters, mileage and certain travel costs for contract interpreters, certified or registered staff interpreters, and up to one full-time interpreter coordinator according to the county's population. Any cost savings from the use of noncertified or nonregistered interpreter services may not be shifted for payment of other trial court expenditures, and any unspent funds must be returned to the State of California's General Fund.~~

~~For further information, please contact Berta Alicia Bejarano, Court Services Analyst, Court Interpreters Program, at 415-865-7899~~