

COLLECTIVE AGREEMENTS AND INDIVIDUAL RESPONSIBILITY

AIIC's history revisited

Philip MINNS, AIIC member, former freelance conference interpreter, former lecturer and Head of the Interpreting Section at the Ecole Supérieure d'Interprètes et de Traducteurs (ESIT) Paris.



Abstract

At its foundation in 1953, AIIC was intended to be both a **professional association** and a **trade union** (C. Andronikof's speech on the occasion of AIIC's tenth anniversary in 1963, pp.79-104). The poster will argue that over the last 65 years, AIIC's trade union activity has been more successful than its regulatory role, that collective action has prospered whereas individual responsibility has floundered. Indeed, some of the important ethical principles laid down at AIIC's foundation have been gradually diluted and even abandoned in the non-agreement sector. Particularly since deregulation in the 1990s, the number of people calling themselves conference interpreters has increased considerably and the number of conference languages has grown and multiplied. In parallel, PCOs, agencies and technology providers have acquired substantial influence over this market to the detriment of AIIC and its members, making it increasingly difficult for them to prescribe their remuneration and working conditions.

The poster will draw largely on the history of AIIC as recorded in **"Birth of a Profession"** published in 2019. The page numbers are those of the book.

Collective agreements

After an initial setback at the 1968 Assembly, agreements between AIIC and the principal families of international organisations were first struck in 1969 and have been extended every five years since, defining remuneration, working conditions and benefits for freelance interpreters, gradually aligning them on those of their colleagues on staff. To achieve this, AIIC modified its structures by formally adopting **"sectors"** in 1969 (p. 128). These define negotiating platforms, appoint negotiators and professional delegations to monitor compliance with the agreed conditions. The fact that these agreements are **"international collective agreements"**, applicable to all freelance interpreters, whether they are AIIC members or not, has undoubtedly allowed AIIC to exert considerable influence on all matters concerning interpretation in these organisations.

These collective agreements took on additional significance when legal proceedings were initiated against AIIC in the US (the FTC case) in the 1990s. The proceedings were based on the tenet that freelance interpreters are **"individual contractors"** and cannot therefore enter into what were characterised as price-fixing agreements, defined as **restrictive practices** under **competition law**. In the face of this legal onslaught and at the end of a long battle and considerable cost, AIIC was able to maintain intact its working conditions (manning strengths and professional domicile for example) but had to agree to abandon centralised rules on pricing, leaving each individual interpreter to quote his or her own conditions.

Collective agreements (2)

Most significantly however, AIIC's **agreements with international organisations** were considered **international collective agreements** to which provisions governing individual contractors were not applicable.

Even though nobody would claim that negotiations with international organisations have ever been easy (see A. Chaves' account, pp.226-236) their very existence has led to opposing positions being conveyed in good faith, pressure being exerted by both sides but ultimately compromises being struck and subsequently approved by the delegate bodies of both AIIC and the organisations concerned - the classic pattern for collective negotiations worldwide.

Individual responsibility

From the outset however, other aspects of AIIC's purpose were considered equally important, particularly the quest for "quality" and "ethical" behaviour by individual interpreters. This is why C. Andronikof considered AIIC as a **"professional association"** (in French **"un ordre"**) with all the characteristics of a **regulatory body** (p. 92) that would lay down professional standards, monitor compliance with them and sanction deviations.

In pursuit of these goals, AIIC introduced a **language classification system** (thanks particularly to the tireless efforts of Executive Secretary Danica Seleskovitch) and drafted a **code of ethics**, including the intangible principle of **strict confidentiality**. Applicants were required to have their language combination and professional good standing vetted by existing members, leading to the current sponsorship system.

AIIC's founders were convinced that **"ours is a liberal profession: "Freelancers do not depend on agents, unlike actors, painters and musicians who...are subservient to the interests of others"** (Andronikof, p.93). This led to the principle of the **direct contract** meaning that the organiser of a meeting would always know the identity of each interpreter - a clause which still figures in the latest version (2015) of the Professional Standards: **"...members of the Association should not accept any contract unless they...are certain that their identity and remuneration are known to the organiser of the conference."**

While **confidentiality** is a marker of AIIC membership and has nearly always been observed (although employers do not always take it seriously and sometimes require the signing of a confidentiality agreement) the same cannot be said for the **direct contract**, where many colleagues have not resisted the market pressure for a package deal involving the whole team plus equipment and other services. AIIC prosecuted the first case in this respect (**The Falkenburger case**) as early as 1959. The member concerned was suspended and subsequently resigned.

Individual responsibility (2)

Since then, but particularly since the decision to **abandon all reference to monetary condition in AIIC texts in 1992**, as a result of pressure from the FTC, **business logic** in the **"conference industry"** has largely prevailed over the **professional standards** laid down in AIIC's basic texts. An increasing number of people working as conference interpreters seem either unaware of the Association, have chosen not to join it or resigned from it. A professional survey of the Paris market some years ago found that there were four times as many conference interpreters as there were AIIC members. In many countries, **"secretariats"** act as a magnet for client requests and their activities are not always transparent. **Agencies**, some of them run by interpreters themselves or acting as such, increasingly **dominate the non-agreement sector**, acting as intermediaries between conference organisers and interpreters, often defining working conditions and capturing part of interpreters' added value in the process. The rise of new technologies making interpretation possible from a remote location has further accentuated this trend and will continue to do so. The **"liberal" profession**, described by Andronikof in 1963 and still revered by many AIIC members, **has largely fallen victim to the mass market** and, as in so many other mass markets, conference interpretation has become commoditized.

Discussion

It can be argued that AIIC has never resolved the **inherent contradiction between collective agreements and individual responsibility**, which the FTC brought to a head in all its stark simplicity and that market developments have since accentuated. Individual members can only exert real influence over their remuneration and working conditions through the mechanism of international collective agreements concluded by AIIC. To exert more influence in the non-agreement sector, AIIC would have to **attract as many conference interpreters as possible, regardless of their experience or qualifications**, and represent their collective interests to the conference industry. At the moment, it can be asserted that **remuneration and working conditions for freelance interpreters are superior, sometimes far superior, in international organisations than in many private sector conferences.**

What of the future ?

In a word, **interpretation services in the non-agreement sector are becoming commoditized**, their perceived value constantly eroded or captured by intermediaries.

The trend towards remote interpreting will impact both of AIIC's sectors. Conditions for remote interpreting have recently been adopted by AIIC and are being discussed with international organisations. They will undoubtedly be covered in future agreements. In the non-agreement sector however, the situation is far more difficult. **AIIC's private market sector (PRIMS)** is fighting to regain the influence that has been lost. It is imperative that it succeeds in re-asserting **prescriptive power** by maintaining, and where necessary restoring, **direct contacts with clients**. Failing this, it will be increasingly difficult for AIIC members to maintain decent remuneration and professional standards.