

European Patent Office | 80298 MUNICH | GERMANY

Mr António Campinos
President of the EPO

Mr Christophe Ernst
Vice-President DG5

By email:

president@epo.org

vp5@epo.org

European Patent Office
80298 Munich
Germany

Central Staff Committee
Comité central du personnel
Zentraler Personalausschuss

centralSTCOM@epo.org

Reference: sc24022cl

Date: 18/04/2024

OPEN LETTER

Abolition of the conditions of employment of interpreters

Dear Mr President
Dear Mr Vice-President,

On Monday 15 April 2024, the administration has tabled in the General Consultative Committee (GCC), the document [GCC/DOC 2/2024](#)¹ abolishing the whole section of the Codex related to the conditions of employment of interpreters². The administration did so after proposing a single “Technical” Meeting on Thursday 11 April 2024 with a planned PowerPoint presentation containing limited content and nothing about the technicalities³.

As we already expressed by email⁴, the timeline of the consultation is tight and requires legal and fiscal analysis, and also input from those affected by the abolition, namely the interpreters themselves.

The document presents as a starting point the question of the interpreters’ affiliation to national social security schemes raised in a contracting state. However, the document does not mention which contracting state is referred to, what was the question raised nor whether the state is a relevant country of employment of interpreters.

European Patent Office
Grasserstr. 9
80339 Munich
Germany

¹ [GCC/DOC 2/2024](#) (CA/35/24) [Annex 1]

² Conditions of Employment of Interpreters (January 2024) [Annex 2]

³ “New model for securing interpreting service”, 09-04-2024 [Annex 3]

⁴ CSC email to Social Dialogue, 11-04-2024 [Annex 4]

Legal and fiscal risks of the current system are presented as a justification for the change. However, no legal assessment and no fiscal assessment are provided. Section VIII mentions as legal basis the “Conditions of Employment for Interpreters”. This cannot be correct as the latter contain no provision for repealing themselves.

The announced aim to ensure the Office’s competitiveness with respect to comparable international organisations is not substantiated by any benchmark presenting the organisations taken into account nor the conditions they offer. As a matter of fact, it appears that the administration has not made any market analysis or survey among the pool of interpreters working for International Organisations. The Office did not even consult any of its 160 “highly qualified” interpreters who are shocked that such proposals shall be discussed internally without any attempt to inform or consult them⁵. The lack of consultation of those providing the service is difficult to reconcile with the announced aim to ensure business continuity and poses a risk as to the quality of service provided by the EPO to the users of the patent system.

The abolition of the conditions of employment of interpreters has far-reaching consequences which cannot be justified by an issue of affiliation to national social security scheme. For instance, regulations are removed from the Codex including; the statutory daily remuneration rates, working hours, the payment of overtime, the adjustment of the remuneration, protection in case of cancellations, reimbursement of travel costs and the entitlement to the daily substance allowance.

The Office intends to shift to a new system consisting of “framework contracts concluded with individual interpreters”. The content of these “framework contracts” is not annexed to the GCC document. There is hence no information as to which parts of the abolished statute will remain in these framework contracts and no guarantee each interpreter will remain subject to the same conditions.

The foreseen timeline of the reform is much too tight and does not allow anywhere near sufficient time for in-depth discussions and explanations. We repeat our request that the document is tabled in the GCC “for information” in order to ensure proper consultation. In addition, we request that the GCC is provided with:

- the legal and fiscal assessments,
- the information concerning the issues of the interpreters’ affiliation to national social security scheme in a contracting state,
- the foreseen specimen “framework contract”,

and that

- the Office urgently consults its “highly qualified” 160 interpreters directly affected by the change.

⁵ “Communication from EPO-accredited interpreters to Staff Representation”, 14-04-2024 [Annex 5]

We are looking forward to hearing from you.

Sincerely yours

A handwritten signature in blue ink that reads "Derek Kelly". The signature is written in a cursive style.

Derek Kelly
Chairman of the Central Staff Committee

Annex 1: [GCC/DOC 2/2024](#) (CA/35/24)

Annex 2: Conditions of Employment of Interpreters (January 2024)

Annex 3: Email from EPO Interpreters sent on 15-04-2024

Annex 4: CSC email to Social Dialogue, 11-04-2024

Annex 5: "Communication from EPO-accredited interpreters to Staff Representation", 14-04-2024

General Consultation Committee

Document for the General Consultative Committee

Document number	GCC/DOC 02/2024
Meeting Date	30/04/2024
Title	Repeal of the Conditions of employment for interpreters at the European Patent Office
Classification	For consultation
Date submitted	15/04/2024



**Europäische
Patent-
organisation**

Verwaltungsrat

**European
Patent
Organisation**

Administrative Council

**Organisation
européenne des
brevets**

Conseil d'administration

CA/35/24

Orig.: en
Munich,

SUBJECT: Repeal of the Conditions of employment for interpreters at the European Patent Office

SUBMITTED BY: President of the European Patent Office

ADDRESSEES: 1. Budget and Finance Committee (for opinion)
2. Administrative Council (for decision)

SUMMARY

This document proposes repealing the Conditions of employment for interpreters at the European Patent Office introduced in CA/D 3/02, in order to adopt a new model for securing interpreting services for the Office that uses framework contracts concluded with individual interpreters.

This document has been issued in electronic format only.

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PART I

I. STRATEGIC/OPERATIONAL

1. Operational.

II. RECOMMENDATION

2. The Administrative Council is requested to approve the proposed repeal of the Conditions of employment for interpreters at the European Patent Office.

III. MAJORITY NEEDED

3. Three-quarters majority in accordance with Articles 33(2)(b) and 35(2) EPC.

IV. CONTEXT

4. The European Patent Office (“the Office”) is legally obliged to provide interpreters for oral proceedings in opposition and appeal under Article 7 EPC. In 2023, 97% of interpretation services were provided for these oral proceedings and 3% for the Administrative Council and its bodies and other meetings.
5. The Office has a pool of around 160 highly qualified freelance interpreters. When they start to work for the Office, the interpreters typically have a master’s degree in conference interpreting and several years’ experience. Despite this, new interpreters need approximately one year of onboarding to be fully proficient in interpreting oral proceedings at the Office. The setting is particularly challenging: interpreters need to grasp detailed technical aspects of inventions, the legal framework and specific Office terminology, must learn how to handle extensive case files and also need a solid basic knowledge of all technical fields. Of the interpreters who pass the challenging onboarding phase, currently only very few cease to work for the Office due to this high degree of specialisation and the time they invest in this training.
6. Most interpreting work is now done online: in 2023, only 15% of interpreting work was performed on-site for in-person proceedings. The majority of the interpreters also work regularly for other international organisations such as the EU, UN and Council of Europe.

V. ARGUMENTS

A. BACKGROUND

7. Under the current framework, interpreters are considered employees of the Office only for the period of time during which they work for the Office. Interpreters work for the Office on the basis of individual short-term contracts, usually concluded for one day. Their remuneration is exempt from national income tax, but they are not covered by the Office’s social security and pension schemes. The interpreters’ current status is therefore a mix of elements of an external freelancer and an employee of the Office.

8. In 2023, the question of the interpreters' affiliation to national social security schemes was raised in a contracting state. This question stemmed from the interpreters' very particular status under the current legal framework: as the interpreters are not affiliated to the Office's social security scheme and the relationship between the Office and its interpreters has elements of an employment relationship, their position under the national social security law is uncertain in the contracting state at stake.
9. An obligation to affiliate interpreters to the national social security scheme of a contracting state in which they are working would lead to greater obligations and costs for both the Office and its interpreters. If the interpreters residing in that contracting state were to be affiliated to national social security schemes, this would create obligations for the Office as it would have to register as a national employer, in contradiction with the Office's immunity.
10. The Office recognised that the hybrid model adopted in CA/D 3/02 no longer corresponds to the actual nature of the relationship between the Office and its interpreters, as it essentially has more elements of the relationship between a self-employed freelancer and an organisation than between an employee and an employer. The complex model with only specific aspects of the Office's Service Regulations applying to its interpreters is outdated.
11. Given that international organisations currently suffer from an interpreter shortage, the Office must ensure both business continuity and its competitiveness with respect to other international organisations with comparable requirements. At the same time, the legal and fiscal risks relating to the current framework and especially to interpreters' fees must be mitigated.

B. PROPOSAL: REPEAL THE CONDITIONS OF EMPLOYMENT FOR INTERPRETERS IN ORDER TO ADOPT A NEW MODEL

12. Looking forward and considering the legal and fiscal risks of the current system, the Office proposes that the Conditions of employment for interpreters are repealed in order to adopt a new, simplified model for securing interpreting services through framework contracts. Under the new model, the Office will conclude framework contracts with its interpreters to set out the general conditions for providing interpretation services, and the interpreting work will be ordered through individual commissions.
13. The new model will give interpreters a clear external freelancer status which better corresponds to the nature of the relationship between the Office and its interpreters, bringing stability and predictability to their legal and fiscal position. Following the change in their status, interpreters' fees will be subject to national income tax. Accordingly, the interpreters' daily rates will be increased by 40% to remain competitive with respect to comparable international organisations.
14. To conclude, by adopting this proposal to repeal the Conditions of employment for interpreters the Council will enable the adoption of a new, updated model which:
 - brings stability and predictability to interpreters' status by minimising the legal and fiscal risks;
 - simplifies and updates the current outdated and complex system;

- ensures the Office's competitiveness with respect to comparable international organisations; and consequently
- ensures sufficient highly qualified interpreters at the Office.

VI. ALTERNATIVES

15. An alternative to this proposal is to maintain the interpreters' status as employees of the Office and to adjust the current Conditions of employment for interpreters to reflect changes that have occurred since 2003.

VII. FINANCIAL IMPLICATIONS

16. The financial impact of adopting the new model is estimated to be EUR 2.11m per year (based on 2023 figures). These additional costs stem from the required 40% increase in interpreters' fees.

VIII. LEGAL BASIS

17. Conditions of employment for interpreters.

IX. DOCUMENTS CITED

18. CA/D 3/02.

X. RECOMMENDATION FOR PUBLICATION

19. Yes.

PART II

Draft

DECISION OF THE ADMINISTRATIVE COUNCIL
of [date of decision] repealing the Conditions of
employment for interpreters at the European Patent
Office

THE ADMINISTRATIVE COUNCIL OF THE EUROPEAN PATENT ORGANISATION,

Having regard to the European Patent Convention, and in particular Articles 10(2)(c) and 33(2)(b) thereof,

Having regard to the Conditions of employment for interpreters at the European Patent Office,

On a proposal from the President of the European Patent Office, submitted after consulting the General Consultative Committee,

Having regard to the opinion of the Budget and Finance Committee,

HAS DECIDED AS FOLLOWS:

Sole article

The Conditions of employment for interpreters at the European Patent Office are repealed.

This decision enters into force on 1 January 2025.

Done at Munich, [date of decision]

For the Administrative Council
The Chairperson

Josef KRATOCHVÍL

Annex 2

PART 2f
CONDITIONS OF EMPLOYMENT FOR INTERPRETERS
AT THE EUROPEAN PATENT OFFICE

2f

THE ADMINISTRATIVE COUNCIL OF THE EUROPEAN PATENT ORGANISATION,

Having regard to the European Patent Convention, and in particular Articles 13 and 33, paragraph 2(b), thereof,

Having regard to the Protocol on Privileges and Immunities of the European Patent Organisation, and in particular Articles 14, 16 and 17 thereof,

Having regard to the Service Regulations for permanent employees of the European Patent Office (hereinafter referred to as "the Service Regulations"),

Having regard to the Regulation on internal tax for the benefit of the European Patent Organisation,

Desiring to supplement the existing categories of conditions of employment for permanent employees, contract staff and auxiliary staff at the European Patent Office with conditions of employment for interpreters engaged by the European Patent Office on contract (hereinafter referred to as "interpreters"),

On a proposal from the President of the European Patent Office, submitted after consulting the General Advisory Committee,

Having regard to the opinion of the Budget and Finance Committee,

HAS DECIDED AS FOLLOWS:

**Article 1
Scope**

These conditions of employment shall apply to interpreters at the European Patent Office (hereinafter referred to as "the Office") recruited by the President of the Office on the basis of short-term contracts.

**Article 2
Term of contract**

Contracts shall be concluded for the duration of a conference, seminar, meeting of the Administrative Council, its committees or working parties, oral proceedings or, in general, any meeting organised by the EPO for which interpreting of the participants' observations is required. The duration shall be specified in the contract. It may, if necessary, be extended by agreement between the Office and the interpreter concerned.

**Article 3
Recruitment**

- (1) The President of the Office shall take measures to ensure effective recruitment of interpreters.
- (2) Recruitment shall be directed to securing for the Office the services of interpreters of the highest standard of ability, efficiency and integrity.

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- (3)¹ Interpreters shall be selected without reference to ethnic origin, opinions or beliefs, gender, sexual orientation or disabilities.

Article 4 **Rights and obligations**

The provisions of Articles 14, 19, 20, 22, 24, 25, 27, 28 and 30 of the Service Regulations shall also apply to interpreters.

Article 5 **Remuneration**

- (1) The amount of the interpreters' daily remuneration is set out in the annex to the present decision.
- This amount is applicable to all the venues at which interpreters may be required.
- (2) The amount of the interpreters' remuneration shall be adjusted periodically by the same percentage as that applied to the remuneration of the Office's permanent employees in post in Germany, but without retroactive effect.
- (3) The amount of the interpreters' subsistence allowance shall be the same as that of the subsistence allowance for the Office's permanent employees (Group II). The periodic adjustments shall be applied without retroactive effect.

Article 6 **Normal working hours**

- (1) An interpreter's working hours shall normally be from 09.00 hrs to 17.00 hrs. Interpreters are expected to arrive half an hour before in order to be briefed, and they therefore usually travel on the previous day, for which half the daily fee and half the subsistence allowance are payable.
- (2) If the interpreter's professional domicile is within 80 km of the conference venue, he/she shall be considered "local" and shall only be entitled to payment of his/her remuneration but not the subsistence allowance.

Article 7 **Overtime**

- (1) If it becomes clear that oral proceedings, a conference or a meeting are set to continue after 17.00 hrs, the interpreters shall inform the EPO Language Service as soon as possible (by 16.00 hrs at the latest), especially if any of them have to leave on time and replacements are required.
- (2) Overtime worked after 18.00 hrs shall confer entitlement to payment of the amount set out in the annex to the present decision. This amount is subject to the same periodic adjustments as remuneration.

¹ Amended by decision of the Administrative Council [CA/D 10/14](#).

- (3) If an interpreter misses his/her last flight or train, or is obliged to travel after 22.00 hrs, he/she shall additionally be paid the full subsistence allowance and half the daily remuneration.

Article 8 Cancellations

- (1) If an engagement already accepted is cancelled within six weeks of the first working day, interpreters shall be entitled to payment of their remuneration provided they cannot find an alternative engagement for that day and confirm this in writing. This should be done within two weeks of the date of the cancelled engagement (one letter per engagement cancelled). Even if the engagement has been cancelled, the signed copy of the contract must be returned. The remuneration shall be equal to that agreed for the cancelled day(s), plus, where applicable, the subsistence allowance.
- (2) Written confirmation of failure to find an alternative engagement is required even if the interpreter is working for the EPO on the day before and the day after the cancellation. If the second day is a non-working day and the third day is cancelled, such written confirmation is also required for the non-working day.

Article 9 Travel costs

For non-local interpreters, the EPO shall reimburse travel expenses between the interpreter's professional domicile and the venue of the engagement on the following basis:

- for travel by air, on production of a plane ticket showing the fare actually paid together with one or more boarding cards, the actual fare up to a maximum amount equivalent to the regular business class fare. Where the plane ticket does not show the fare paid, the original invoice must be submitted together with the ticket and proof of payment
- for travel by train, the first-class IC fare or the actual price of the ticket produced (including the ICE supplement)
- for travel by car, the corresponding rate for a first-class IC train ticket without ICE supplement (the price will be obtained from the travel agency used by the EPO).

If because of other commitments a non-local interpreter does not travel direct from his/her professional domicile or does not go back there afterwards, travel costs shall nevertheless be reimbursed for the journey from the professional domicile and back by the mode of transport actually used. In the case of air travel the regular business class fare shall be reimbursed. The price will be obtained from the travel agency used by the EPO.

Article 10
Social security and pensions

Interpreters shall demonstrate that they are covered by a social security and pension scheme.

Article 11
Supplementary provisions

The President of the Office shall adopt the supplementary provisions necessary for the day-to-day handling of the interpreters' conditions of employment.

Article 12
Disciplinary measures

- (1) Any failure by an interpreter to comply with his/her obligations under these conditions of employment shall make him/her liable to disciplinary action in the form of a written warning or reprimand. Disciplinary measures shall be imposed by the President of the Office.
- (2) An interpreter found to be in serious breach of his/her obligations shall be liable to dismissal and may have all existing contracts cancelled.

Article 13
Appeals

Article 13 of the European Patent Convention shall apply.

Article 14
Protocol on Privileges and Immunities

- (1) Article 14 of the Protocol on Privileges and Immunities of the European Patent Organisation shall apply to interpreters, subject to the provisions laid down in Article 22 thereof.
- (2) Interpreters shall be subject to tax on the salaries and emoluments paid by the Office in accordance with the Regulation on internal tax for the benefit of the European Patent Organisation of 20 October 1977 and shall therefore be exempt from national income tax in accordance with Article 16, paragraph 1, of the Protocol.

Article 15
Entry into force

This decision shall enter into force on 24 October 2002.

It shall apply with effect from 1 January 2003.

Done at The Hague, 24 October 2002

For the Administrative Council

The Chairman

**Remuneration pursuant to Articles 5 and 7 of the
conditions of employment for interpreters
(as at 1st January 2024)**

Daily remuneration for simultaneous interpreting	EUR 935.74
Daily remuneration for consecutive interpreting	EUR 1 403.57
Daily remuneration for two-way interpreting from and into Japanese	EUR 1 403.57

Overtime

For meetings which continue beyond 18.00 hrs the Office shall pay, in addition to the remuneration for the day, EUR 138.97 for each hour or part of an hour after 18.00 hrs.

Decision of the President of the European Patent Office dated 19 March 2009 adopting supplementary provisions to the conditions of employment for interpreters at the European Patent Office

The President of the European Patent Office,

having regard to Article 11 of the conditions of employment for interpreters at the European Patent Office (CA/D 3/02),

has decided as follows:

Article 1

For conferences taking place outside Europe and involving extended travel time, the interpreter may receive an additional payment, provided the Office has given its prior approval. This provision shall also apply to an interpreter resident outside Europe whose services are required for a conference within Europe.

If the interpreter's professional domicile is less than 100 km from the venue of the engagement, he/she shall not be entitled to payment of the subsistence allowance.

If the interpreter's professional domicile is less than 400 km¹ from the venue of the engagement, the Office shall reimburse only expenses for travel by train or car. In this case air travel expenses shall in principle not be reimbursed.

Flight tickets shall in principle be booked through the Office's travel agency. If, in exceptional and duly justified circumstances, this is impossible, the Office shall, on receipt of appropriate vouchers and without prejudice to Article 9 of the conditions of employment for interpreters at the European Patent Office (CA/D 3/02 - hereinafter referred to as the "conditions of employment"), reimburse airfares up to a maximum amount equivalent to the cheapest available business class fare.

Article 2

If the interpreter has used "air miles" under a frequent flyer programme to pay for his flight, the Office shall reimburse only the amount actually paid.

Article 3

On request, the Office may reimburse the cost of a rail card. Reduced fares shall be reimbursed accordingly.

¹ See [Circular No. 319](#), Rule 4(2)

Article 4

If the timing of a conference is such that an interpreter is able to set out for it on the day on which it starts, the half-day remuneration and half-day subsistence allowance for the previous day are not payable.

Article 7(3) of the conditions of employment shall also apply in situations where the interpreter is forced to spend an additional night at the venue of the engagement merely because it is expected that overtime will be required.

Article 5

If a non-local interpreter is engaged for three or more days in a single week and on one or more of the middle days has no engagement (bridging days), the Office shall pay the full subsistence allowance plus two-thirds of the remuneration for the day(s) concerned.

The remuneration for a bridging day shall be added to that for the working day following it. In accepting a bridging day, the interpreter is obliged, upon request from the Office's Language Service, to be available on that day for an engagement at short notice, or to stand in for another interpreter. The interpreter shall therefore ensure that he/she can be reached at all times by the Office's Language Service.

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Article 6

If a non-local interpreter has engagements spanning a free weekend and, as the case may be, a free Monday or Friday, the Office may, for economy's sake, offer to pay the equivalent of up to three days' subsistence allowance.

If a non-local interpreter is engaged for a two- or multiple-day event that ends early, the interpreter shall start his/her return journey on the final day of the event, subject to the availability of appropriate travel options. Any hotel cancellation fees resulting from the early departure shall be reimbursed by the Office on presentation of appropriate vouchers. If however this engagement is followed by another at the same venue, the interpreter is obliged, after consultation with the Office's Language Service and as in the case of a bridging day, to be available for an engagement at short notice, or to stand in for another interpreter. Article 5 of this decision shall apply accordingly.

Without prejudice to the provisions of Articles 7 and 8 of the conditions of employment and Articles 5 and 6 of this decision, entitlement to remuneration shall be conditional upon fulfilment of the obligations set forth in the employment contract. This also applies in principle in situations where, due to circumstances beyond the control of either the interpreter or the Office, the interpreter is unable to perform his/her duties.

Article 7

In the case of the three official languages, at least two interpreters per language shall in principle be provided for oral proceedings and conferences.

This shall in principle be increased to three for meetings of the Administrative Council, Budget and Finance Committee, Technical and Operational Support Committee and judges' symposia.

Article 8

If the hotel expenses (B & B + tax) exceed 60% of the standard subsistence allowance, the excess shall be reimbursed on presentation of appropriate vouchers if it can be shown that the expenditure was unavoidable. It shall *inter alia* be considered unavoidable if Office staff in job groups 4 to 6¹ use the same accommodation. Such reimbursement shall not normally exceed 30% of the interpreters' standard subsistence allowance.

Article 9

This decision shall enter into force on 1 April 2009. It replaces the decision of the President of the European Patent Office dated 6 December 2002 adopting supplementary provisions to the conditions of employment for interpreters at the European Patent Office.

Alison Brimelow
President

¹ Amended by decision of the Administrative Council [CA/D 10/14](#).

NEW MODEL FOR SECURING INTERPRETING SERVICES

TECHNICAL MEETING | 9.4.2024 | PD08 / D522 / D433

TABLE OF CONTENT

1. Aim, agenda and legal basis
2. Reasons for the proposal
3. Effects of the change
4. Timeline



1. AIM, AGENDA AND LEGAL BASIS



Aim of the technical meeting

(1) To inform and (2) to exchange on the envisaged new model for securing interpreting services for the Office in advance of the formal consultation.



Envisaged amendments to the interpreting framework

Adopt a new model based on framework contracts concluded with individual interpreters.

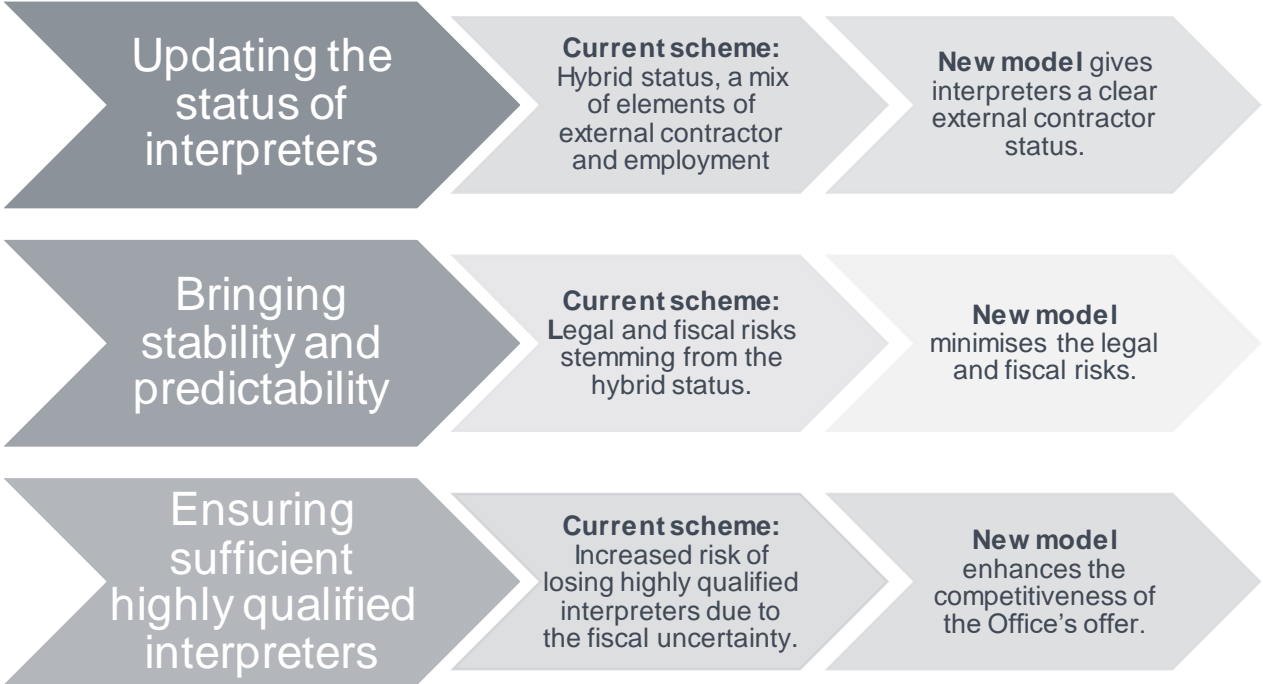
Repeal the current Conditions of employment for interpreters.



Legal obligation to provide interpreters

The Office is legally obliged to provide interpreters for oral proceedings in opposition and appeal under Article 7 EPC.

2. MOTIVATION OF THE CHANGE



3. MAIN FEATURES OF THE NEW MODEL

Clear status

- An external contractor status brings clarity to all parties:
- consistent treatment of interpreters by national authorities; and
 - foreseeable administrative and fiscal obligations.

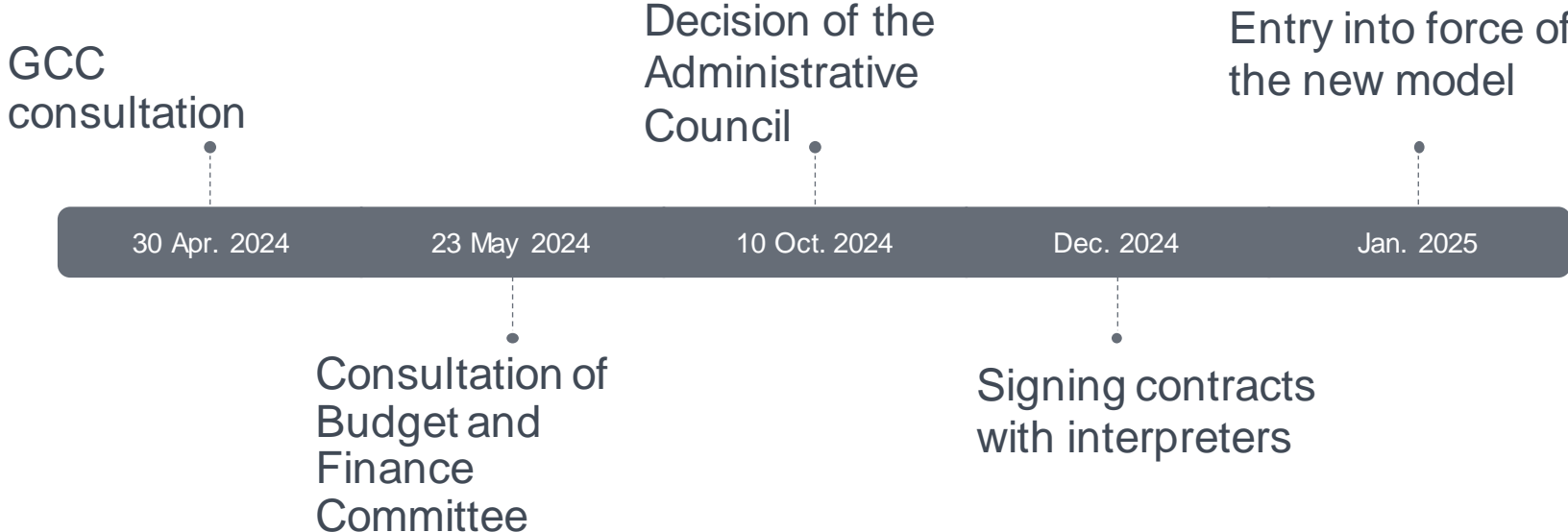
Increased fees

- Increase of the interpreters' daily rates to:
- take national taxation into account and
 - ensure competitiveness with respect to comparable international organisations.

Stability

- Similar structure in contractual relationship (2-level legal basis)
- Limited changes in the daily cooperation with interpreters (same approach in the assignment of work, same interlocutors)

4. TIMELINE



ANNEX - BACKUP SLIDES (IF NEEDED - INPUT FROM EXPERT UNITS?)

From: centralstcom
Sent: 11 April 2024 17:12
To: Carmen Schuhmann; David de la Torre; DL-CSC_M; DL-CSC_TH; Eva Loschnig; Michael Sampels; Isabelle Brandt; Monika Ernst; centralstcom
Subject: FW: Technical Meeting: Conditions of Employment for Interpreters

Fyi
KR
Derek

From: Derek Kelly
Sent: Thursday, April 11, 2024 5:11 PM
To: Social Dialogue <socialdialogue@epo.org>; Konstantinos Kortsaris <kkortsaris@epo.org>; Beth Rees <erees@epo.org>; Maria Arranz Gomez <marranzgomez@epo.org>; Massimo Vangelista <mvangelista@epo.org>
Subject: RE: Technical Meeting: Conditions of Employment for Interpreters

Dear social dialogue colleagues,

The nature of this topic, specifically being related to the employment condition of interpreters, requires a legal and tax analysis, and possibly additional input from the colleagues concerned.

We would like ask that consultation be made possible, and therefore request that the document be put “for information” in the GCC. This would allow more time for discussion and the potential for input in writing if required.

The information currently provided in the powerpoint slides is limited, and makes an analysis and understanding of the current and intended changes to the practice difficult. As such, the CSC would like to be provided with the proposed amendments to the service regulations.

Therefore, the conditions for the CSC to make nominations are not met at this time.

Sincerely,
Derek Kelly

Derek Kelly
Chair of the [Central Staff Committee](#).

From: Social Dialogue <socialdialogue@epo.org>
Sent: Wednesday, April 10, 2024 9:57 AM
To: Derek Kelly <dkelly@epo.org>
Cc: Konstantinos Kortsaris <kkortsaris@epo.org>; Beth Rees <erees@epo.org>; Maria Arranz Gomez <marranzgomez@epo.org>; Massimo Vangelista <mvangelista@epo.org>; Social Dialogue <socialdialogue@epo.org>
Subject: RE: Technical Meeting: Conditions of Employment for Interpreters

Dear Derek,

In order to support the CSC to proceed with nominations for the technical meeting on “Repeal of Conditions of Employment for Interpreters”, you find attached the ppt for that meeting.

Many thanks already for your kind efforts to provide nominees by Thursday 11.04.2024, 16.00 hrs.
The technical meeting will be postponed as requested to Friday morning 12.04.2024.

Kind regards

Social Dialogue Team

From: centralstcom <centralstcom@epo.org>

Sent: Tuesday, April 9, 2024 2:36 PM

To: Social Dialogue <socialdialogue@epo.org>; centralstcom <centralstcom@epo.org>

Cc: Derek Kelly <dkelly@epo.org>; Konstantinos Kortsaris <kkortsaris@epo.org>; Beth Rees <erees@epo.org>;
Maria Arranz Gomez <marranzgomez@epo.org>; Massimo Vangelista <mvangelista@epo.org>

Subject: RE: Technical Meeting: Conditions of Employment for Interpreters

Dear colleagues,

Thank you for the invitation.

It will however, not be possible for the CSC to proceed to nominations before Thursday 4 pm and thus it is provisionally requested to reschedule the technical meeting to Friday 12 April.

The topic for this technical meeting does not appear to be triggered by exceptional circumstances explaining the need for a last minute invitation.

It is in our common interest that the CSC has time enough to decide on the nominations, for the quality of the dialogue and to avoid rescheduling and renominations. For this to happen, the Staff Representatives need to be informed in advance about what is on the agenda of a meeting. In that regard, it is requested that documents on the agenda for a technical meeting are sent to the CSC before the nominations are provided.

Kind regards,

Derek

Derek Kelly

Chair of the [Central Staff Committee](#).

From: Social Dialogue <socialdialogue@epo.org>

Sent: Friday, April 5, 2024 3:53 PM

To: centralstcom <centralstcom@epo.org>

Cc: Derek Kelly <dkelly@epo.org>; Konstantinos Kortsaris <kkortsaris@epo.org>; Beth Rees <erees@epo.org>;
Maria Arranz Gomez <marranzgomez@epo.org>; Massimo Vangelista <mvangelista@epo.org>

Subject: Technical Meeting: Conditions of Employment for Interpreters

Dear Chair, dear Derek,

As mentioned to you yesterday, at the GCC on 30 April the Office intends to discuss the Conditions of Employment for Interpreters, essentially a change of the legal model applicable for this crucial function. The GCC document will be published on the statutory deadline, 15 April. In the meantime, we would like to invite you to a **technical meeting to pre-discuss the topic on Thursday 11 April**.

The CSC is invited to appoint 4-5 experts for this meeting via email to socialdialogue@epo.org by EOB on **Tuesday 9 April**. The meeting invitation, together with a PPT which will be used as a basis for the discussions, will then be sent directly to those nominated.

We appreciate that, due to the Easter break, this invitation may come at short notice, and we thank you for your understanding in this matter.

Best wishes,
Social Dialogue Team

Communication from EPO-accredited interpreters to Staff Representation

14th April 2024

Dear Staff Representation,

Thank you for contacting us about the forthcoming discussion on interpreter working conditions. Please find below a response on behalf of colleagues. We are also copying in Sonja Harm and Daniel Rowe from the Language Service. We hope that you can relay this message through appropriate channels to ensure that our concerns are given due attention.

As we discovered on Friday, there are proposals to radically change the conditions of employment for EPO interpreters and the way interpreting is procured, remunerated and taxed. As accredited interpreters working regularly at the EPO, we would like to express our shock that such proposals should be discussed internally at the EPO without any attempt to inform or consult the interpreters.

We insist that it is vital that interpreters be represented and that we be duly informed and consulted on the plans under consideration before they progress any further.

We therefore urge the EPO to consult the interpreters as a matter of urgency.

We call on the Office to postpone internal meetings and meetings with the Staff Representation about this matter until interpreters have had time to fully assess the implications of any changes and put forward their considered and informed opinion.

We would also expect discussions to take place in order to ensure that no colleagues are left disadvantaged by changes that, as far as we are aware, none of us are seeking, and impacts that would be complex and difficult to predict, for both the EPO and interpreters.

We would like in particular to draw attention to the grave risk any such changes pose to quality, cost, equal treatment and retention of interpreters. That creates a potential reputational and legal risk to the EPO, particularly given the need to ensure parties' right to be heard.

The Language Service has spent decades developing a pool of quality-tested interpreters who can handle the particular challenges of interpreting proceedings with complex legal and technical content. Safeguarding a service regularly described by users as excellent and invaluable must surely be in the EPO's interests.