

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**



**COURT INTERPRETER MANAGEMENT PLAN**

DATE ADOPTED BY THE COURT: April 20, 1999

**COURT INTERPRETER MANAGEMENT PLAN  
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## **MISSION STATEMENT**

The Interpreter Services Department of the United States District Court, Central District of California, is a unique model in that it provides interpreter and translation service for the Court and for all court-related agencies and entities.

The principal mission of this department is to ensure that interpreters are provided for all court appearances in criminal cases that require the use of a language other than English, including American Sign Language, and to meet any other needs of the hearing impaired. In addition, interpreter services are also routinely provided for non English-speaking defendants in interviews with Pretrial Services prior to the initial appearance hearing and also in interviews with the Probation Department. Interpreters are contracted for proffer sessions and interviews by the United States Attorney's Office with non English-speaking witnesses and for grand jury hearings. This department also contracts interpreters for the Office of the Federal Public Defender and for members of the Federal Indigent Defense Panel in preparation of the defense. The Interpreter Services Department also contracts interpreters for the Metropolitan Detention Center for purposes of psychiatric evaluations and intake screening interviews when the language of the defendant in custody makes such interviews impossible without an appropriate language interpreter. Translation services are also made available to each of these entities and include not only the translation of written documents but also the transcription/translation of taped evidentiary material.

The Interpreter Services Department makes appropriate referrals in response to frequent inquiries from private law firms that require interpreter or translation services in civil as well as criminal matters pending in either State or Federal Court. This department also serves as a resource agency for meeting the interpreter needs in other districts.

All contracting and assignment of contract interpreters are made regardless of the mode of payment to the individual interpreter, whether by the Office of the Clerk, the Department of Justice or by Criminal Justice Act voucher.

To ensure due process of law as officers of the Court, interpreters in the Central District of California are bound by the following Code of Ethics:

### **CODE OF PROFESSIONAL RESPONSIBILITY**

- Canon 1** Official court interpreters act strictly in the interests of the court they serve.
- Canon 2** Official court interpreters reflect proper court decorum and act with dignity and respect to the officials and staff of the court.
- Canon 3** Official court interpreters avoid professional or personal conduct which could discredit the court.
- Canon 4** Official court interpreters, except upon court order, shall not disclose any information of a confidential nature about court cases obtained while performing interpreting duties.
- Canon 5** Official court interpreters respect the restraints imposed by the need for confidentiality and secrecy as protected under applicable federal and state law. Interpreters shall disclose to the court, and to the parties in a case, any prior involvement with that case, or private involvement with the parties or others significantly involved in the case.
- Canon 6** Official court interpreters undertake to inform the court of any impediment in the observance of this Code or of any effort by another to cause this Code to be violated.
- Canon 7** Official court interpreters work unobtrusively with full awareness of the nature of the proceedings.
- Canon 8** Official court interpreters fulfill a special duty to interpret accurately and faithfully without indicating any personal bias, avoiding even the appearance of partiality.
- Canon 9** Official court interpreters maintain impartiality by avoiding undue contact with witnesses, attorneys, defendants and their families, and any contact with jurors. This should not limit, however, those appropriate contacts necessary to prepare adequately for their assignment.
- Canon 10** Official court interpreters refrain from giving advice of any kind to any party or individual and from expressing personal opinion in a matter before the court.

- Canon 11** Official court interpreters perform to the best of their ability to assure due process for the parties, accurately state their professional qualifications and refuse any assignment for which they are not qualified or under conditions which substantially impair their effectiveness. They preserve the level of language used, and the ambiguities and nuances of the speaker, without any editing. Implicit in the knowledge of their limitations is the duty to correct any error of interpretation, and demonstrate their professionalism by requesting clarification of ambiguous statements or unfamiliar vocabulary and to analyze objectively any challenge to their performance. Interpreters have the duty to call to the attention of the court any factors or conditions which adversely affect their ability to perform adequately.
- Canon 12** Official court interpreters accept no remuneration, gifts, gratuities, or valuable consideration in excess of their authorized compensation in the performance of their official interpreting duties. Additionally, they avoid conflict of interest or even the appearance thereof.
- Canon 13** Official court interpreters support other official interpreters by sharing knowledge and expertise with them to the extent practicable in the interests of the court, and by never taking advantage of knowledge obtained in the performance of official duties, or by their access to court records, facilities, or privileges, for their own or another's personal gain.
- Canon 14** Official court interpreters of the Central District of California willingly accept and agree to be bound by this Code, and understand that appropriate sanctions may be imposed by the court for willful violations.

## **SECTION I - OBJECTIVES OF PLAN**

The objectives of the Court Interpreter Management Plan are as follows:

- to effectively and efficiently manage the official staff interpreters and the daily contract interpreters with proper supervision and procedural systems;
- to achieve an equitable distribution of contract workload through a flexible rotational system of assignments;
- to ensure the contracting and assignment of federally certified interpreters of Spanish, Navajo and Haitian Creole;
- to ensure the contracting and assignment of otherwise qualified interpreters of non-certified languages;
- to promote the philosophy that court interpreters are not part of the adversarial system but rather that they are the Court's impartial interpreters, and;
- to enhance the efficient operation of the Court.

## **SECTION II - APPLICABILITY OF PLAN**

This plan shall be applicable to all court interpreters whether permanent staff, daily contract, certified or non-certified.

## **SECTION III - TYPES OF COURT INTERPRETERS**

Whereas interpreters may represent any number of languages, for purposes of the Plan they are classified into three groups.

1. Staff Interpreters  
These are federally certified interpreters of Spanish who are official, permanent, salaried employees of the clerk's office and who serve the Court *en banc* for an indefinite term pursuant to the authority of the Judicial Conference.
2. Certified Contract Interpreters  
These are federally certified interpreters of Spanish, Navajo and Haitian- Creole who serve the Court on an as-needed basis. They work on a daily contract basis and, depending on contract assignment, are paid from contract funds either by the Court, the Department of Justice or by Criminal Justice Act funds.

3. Non-certified Contract Interpreters

These are qualified interpreters for whom there is no federal certification program available. They work on a daily contract basis and are paid from contract funds either by the Court, the Department of Justice or by Criminal Justice Act funds.

## **SECTION IV - SUPERVISION**

The Chief Judge, with the approval of the Executive Committee, shall appoint a district judge as Chair of the Court Services Committee who shall be responsible, with the Committee, for ensuring that the provisions of the Plan are effectuated and for reporting, as needed, to the judges of the Court.

### Duties of Court Interpreter Manager and Supervisor

The Clerk of Court shall designate an Interpreter Services Department Manager and an Interpreter Services Department Supervisor whose duties and responsibilities are to provide day-to-day management and to perform all other functions set forth in this Plan including but not limited to:

1. Maintaining the master roster of certified and non-certified contract interpreters of all languages available to the Court for daily contract work.
2. Effectively managing all staff and contract court interpreters through proper supervision and procedural systems.
3. Coordinating all requests for interpreter services from members of the Federal Indigent Defense Panel, Pre-trial Services, the U.S. Attorney's Office, the Federal Public Defender's Office, the United States Probation Office, and other governmental agencies.
4. Assigning staff and daily contract interpreters for the purpose of meeting the daily interpreter needs of the Court in the most efficient and cost-effective manner.
5. Completing translation projects by either assigning document translations to staff and/or contract interpreters for completion in-house during the working day or as an additional contract assignment for completion off-site.
6. Supervising the computer data entry of all requests for interpreter services.
7. Maintaining all interpreter usage statistical data and submitting to the Administrative Office a periodic Report on the Use of Court Interpreters, as required.
8. Supervising the preparation of contract interpreter vouchers and authorizing payment from the Office of the Clerk and Criminal Justice Act funds.

9. Supervising the maintenance of temporary hard copy records of all interpreter assignments as a reference source for contract interpreters.
10. Evaluating the performance of staff interpreters on an annual basis.

## **SECTION V - STAFF INTERPRETERS**

### Annual and Sick Leave

As permanent employees of the Clerk's Office, official staff interpreters earn annual and sick leave in accordance with the Leave Act, 5 U.S.C. § 6301. In every instance, all matters relating to the use of sick and/or annual leave shall be governed by and in accordance with relevant provisions contained in the Clerk's Office Employee Manual.

### Outside Employment

Staff interpreters may not engage in outside work during their term of employment with the United States District Court. The term "outside work" will specifically include all work payable by Criminal Justice Act. Any question of the propriety of an activity involving work performed *pro bono* or of possible conflict of interest or that is likely to come before the Court should first be determined by the Clerk of Court.

### Performance Evaluation of Staff Interpreters

The Interpreter Services Department Supervisor shall prepare an annual performance evaluation for each official staff interpreter. In preparing the performance evaluations, the Supervisor shall discuss work performance factors with the Interpreter Services Department Manager. All official staff interpreters who have successfully completed their one year probationary period shall have the right to challenge their annual performance evaluation in accordance with the grievance procedures outlined in the Clerk's Office Employee Manual.

## SECTION VI - CONTRACT INTERPRETERS

### Compensation

#### Full-day or Half-day Basis

Contract interpreters, also referred to as per diem interpreters, are compensated on a half-day or a full-day basis. Compensation for the “half-day” contract shall be paid for interpreter services provided for any fraction of the day up to a maximum of four hours. Overtime at the government hourly rate will be paid for time worked beyond four hours in a half-day contract in either the morning or afternoon session exclusive of meal times. In no instance may compensation for a half-day plus overtime exceed the rate currently in effect for a full day. Compensation for the “full-day” contract shall be paid for interpreter services provided for any fraction of the day up to a maximum of eight hours. Overtime at the government hourly rate will be paid for time worked beyond eight hours in a full-day contract exclusive of meal times.

#### Payment Though Not Used

Other than for a trial, an interpreter contracted for a single matter is generally deemed to have been contracted on a half-day basis and shall be available for the entire half-day. An interpreter who is contracted for a single matter and appears at the courthouse but is not used shall be compensated for a minimum of a half-day and will be available for reassignment or for document translation projects or on a stand-by basis in the Interpreters’ Waiting Room for the half-day or until excused by the Supervisor.

#### Payment on Late Cancellation

If the interpreter is contracted more than 24 hours in advance and is not notified of the cancellation at least 24 hours prior to the start of an assignment, the interpreter shall be paid compensation for at least a half day’s services. The contract interpreter shall have the option of accepting such compensation and being available on-call in the Interpreters’ Waiting Room for the half-day or of waiving all due compensation and taking advantage of other work opportunities.

#### One Employer/Three Funds

All assignments are processed by the Interpreter Services Department. In general, interpreter appearances in the courtroom for the benefit of the defendant as well as interviews with Pre-trial Services and U.S. Probation will be paid by the **Office of the Clerk**. Most interpreting assignments at the Metropolitan Detention Center and other services provided to members of the Federal Indigent

Defense Panel and to Deputy Federal Public Defenders will be paid by **Criminal Justice Act (CJA)** funds. Interpreter service provided to the Office of the United States Attorney will be paid by **Department of Justice (DOJ)** funds. In each instance, the contractor of the services is one and the same, the governmental judicial system of the United States. The only distinction between the assignments is clerical and fiscal.

It should be noted that there are not three mutually-exclusive contracting agencies. As stated above, the per diem contract is not satisfied at the end of any one particular assignment or task. The contract interpreter is subject to reassignment during the entire term of the contract and is expected to be available should additional service be necessary. In case of a reassignment during the same half-day, there may be an option as to which fund to charge for the interpreter's service. Example: An interview assignment at the Metropolitan Detention Center (payable by CJA voucher) followed by a courtroom appearance (payable by the Office of the Clerk) during the same half-day session will be paid by one of the two funds but not by both. The determination as to which fund to charge will be made in every instance by the Interpreter Services Supervisor.

The professional interpreter should strive to be of service to the end of the half or full-day contract regardless of the fund from which he/she is to be paid. It is not unusual, however, for an interpreter to be assigned to the Metropolitan Detention Center for the morning and to various courtroom appearances in the afternoon. In such instance, the interpreter is compensated for a half day from each of the two funds.

### Dual Compensation

Although the Interpreter Services Department may provide the names of contract interpreters as a referral courtesy to private attorneys when requested, the department will not assign interpreters to civil matters or to work for private attorneys. Interpreters contracted by the Court for the full-day or half-day **may not** work for nor receive compensation from private counsel during time concurrent with the court-paid day or half-day. Nothing in this section prohibits a contract interpreter from accepting the offer of work from private counsel at any other time.

### The Contract Day

The following are specific guidelines to which the Interpreters Services Department will adhere in determining appropriate compensation for contract interpreters paid on a per diem basis:

1. The morning court session may begin as early as 8:00 a.m. and normally ends at approximately 12:00 noon. For service of up to four hours in the morning session, a contract interpreter will be paid the half-day rate when that is the only service rendered that day.

2. The afternoon court session may begin as early as 1:00 p.m. and normally ends prior to 5:00 p.m. For service of up to four hours in the afternoon session, a contract interpreter will be paid the half-day rate when that is the only service rendered that day.
3. An interpreter who provides service in both the morning session and the afternoon session and whose work is interrupted by the lunch break will be paid a full-day per diem for work up to eight hours, exclusive of meal time.
4. Overtime will be paid at the hourly rate established by the Administrative Office for service beyond the four hour half-day contract or beyond the eight hour full-day contract.

### Starting Time

An interpreter who is contracted agrees to provide service or to be available on site to provide service for the full or half-day which generally will commence upon arrival in the Interpreter Services Department at 8:45 a.m., in time to appear in court at 9:00 a.m. All contract interpreters are to begin the contract day at the same time in the department irrespective of the time of any specific assignment *unless notified to the contrary*. Thus an interpreter assigned to a matter which is scheduled for a 10:00 a.m. court appearance will begin the day in the office at 8:45 a.m., as usual, and will be available for assignment or to provide service until the scheduled time the assigned matter begins. Interpreters assigned to a Metropolitan Detention Center interview at 10:00 a.m. or before may begin their contract at the appointed time at MDC. An interpreter assigned to the MDC after 10:00 a.m. will report to the assignment office at 8:45 a.m.

### The Blue Assignment Slip

The computer-generated assignment slips are printed out on blue paper. Each blue assignment slip contains all the pertinent information necessary for the interpreter, i.e. the interpreter's name, the time of the event, the case name, case number, judge's name, location of the courtroom and the nature of the proceedings. The blue assignment slip has a place for the interpreter to indicate the time and date of any continuances in the assigned matter. The blue slip provides all the necessary information for filing the appropriate voucher for payment. The assignment slip is to be turned in to the Interpreter Services Department at the end of the assignment.

### Preparing Vouchers

Compensation for contracted service rendered is not automatic. Payment will require the contract interpreter to prepare and file the appropriate claim form to receive compensation from the

appropriate fund. It is the responsibility of the contract interpreter to prepare and file the proper claim form. The Interpreter Services Department will assist the individual interpreter in the processing of these claim forms. The interpreter, however, must first take the responsibility of filling out the claim forms completely in order to facilitate processing and to expedite payment. All of the claim forms require the case name and the case number of the matter in which the interpreter provided service. The claim form for the Office of the Clerk requires signing-in, signing-out and the total number of hours worked exclusive of meal times. The Criminal Justice Act voucher additionally calls for the code citation for the offense with which the defendant is being charged and the name, address and telephone number of the Panel Attorney. Interpreter services for the United States Attorney will require the filing of the appropriate DOJ claim form. It is the responsibility of the interpreter-claimant to log the information needed for use in the preparation of his/her claim form. The Interpreter Services Department will assist the contract interpreter in securing the necessary information and in the preparation of the appropriate claim voucher.

### Breaks and Meal Periods

Although there are traditional break periods observed by most courts during the mid-morning and the mid-afternoon in addition to the usual lunch hour, the work day of the interpreter may vary from day to day or even from one courtroom to the next. The interpreter's work day is unpredictable, with frequent periods of waiting "on call" and/or other periods of intense work. There are no predictable break periods and any rest periods are at the pleasure of the individual judges. The lunch hour itself is variable and will always be subject and subordinate to the work schedule. Interviews are not always over by 12:00. Some Courts may elect to go beyond the noon hour. The demand for interpreter service during the lunch hour, in certain instances, may require interpreters to take an abbreviated lunch period and may even oblige the interpreter to forgo it completely. These situations are the exception, however, and the daily lunch hour for the Interpreter Services Department will normally be from 12:00 to 1:00 p.m.

### The End of the Contract Day

The contract interpreter can normally expect to be excused sometime prior to 5:00 p.m. The interpreter, however, may not unilaterally determine the end of the working day. The end of the contract day will be determined by the needs of the Court. Each contract interpreter will be excused by the Interpreter Services Department Manager or Supervisor after a determination has been made that the needs of the Court have been met for that day. The interpreter actually in court in the late afternoon will not have completed his/her contract day until the matter to which he/she was assigned has been heard and/or that court has been adjourned. No interpreter may leave or abandon his/her assignment before adjournment or without being excused by the Court. Interpreters assigned to trial in pairs are *both* to remain in court until adjournment. Neither has authority to excuse the other.

## SECTION VII - WORK STANDARDS

### Soliciting Work

All requests for interpreter services are made to the Interpreter Services Department and all work assignments are similarly made by the Interpreter Services Department. This traditional function has served to efficiently coordinate the interpreter needs of the various court-related agencies and the availability of the contract interpreters. Independent soliciting of work from these agencies and attorneys and/or any attempt to solicit favoritism from them is prohibited and such practice may result in a termination of future contracts with the Court.

### Personal Appointments and Problems

There are many reasons why a contract interpreter might not be able to satisfy a full day's obligation. Not uncommon among these reasons are medical and dental appointments, school appointments, family obligations, problems relating to children and their day-care, and so forth.

Contract interpreters are advised not to seek nor to accept a full day's assignment when it is *known in advance* that they will not be able to work a full eight hour day. A contract interpreter should never *plan* to work an abbreviated day. It will be regarded as a breach of professional behavior to make a last minute announcement of an appointment and to ask to be excused before the end of the court day. A more professional course would be to announce *in advance* availability for the half-day only. The assignment desk should be made aware as early as possible of any anticipated absence in order to ease the making of staffing adjustments.

### Vacations

The per diem interpreter like other independent contractors may unilaterally elect when to take vacation or to be unavailable for work. Vacation plans, however, like any other period of unavailability should be made in advance and the dates of that unavailability should be communicated to the Supervisor of Court Interpreter Services in a timely fashion to avoid disruption in the daily assignment of interpreters.

### Social Engagements/Errands

The contract interpreter should not ask to be excused early in order to attend a social engagement or to do a routine personal errand that is not of an emergency nature.

## Health Concerns

Contract interpreters share close quarters, especially in the Interpreters' Waiting Room. Few things would impact the Court as much as an epidemic or rash of contagious infection running through the Interpreter Services Department. All interpreters should be mindful of the good health of fellow interpreters. The interpreter with obvious symptoms of a serious cold or of the flu (runny nose, sneezing and coughing or hoarseness of the voice) or with obvious symptoms of contagious infection, (pinkeye), should call in sick at the earliest and not report for work as an act of professional responsibility. Nothing in this section applies to the many small complaints of daily life, such as mild stomach discomfort or simple headache, which are not contagious and for which there are ample remedies.

## Emergencies

The possibility of *unforeseen* crisis or emergency is always existent. If, during the course of the work day, the contract interpreter is notified of an *unexpected* situation that requires his/her immediate attention, the Interpreter Services Department will cooperate fully. The Supervisor of Interpreter Services is to be immediately apprised of the *unanticipated* crisis in order to make a substitute assignment.

## Punctuality

Punctuality is a vital factor in the administration of justice system and the interpreter is expected to contribute to the orderly functioning of the court by regularly being on time, to the Courthouse as well as to the courtroom. After the start of the working day at 8:45 a.m., interpreters should leave the Interpreters' Waiting Room no less than 10 minutes before a scheduled appearance in the Courthouse and 15 minutes before an assignment in the Roybal building or at the Metropolitan Detention Center.

## Dress Standards, The Courtroom

The interpreter should strive to conform to a professional standard of dress and to emulate the other officers of the Court. Coat and tie for men are mandatory. Professional wear for women is expected. Casual clothes or makeup that would be appropriate in another setting is not acceptable in the courtroom. Excessive makeup, loud-colored clothing, short skirts, loose ties, casual footwear, etc., are not acceptable. Keeping in mind that an interpreter assigned to the Metropolitan Detention Center is subject to reassignment that could include a court appearance, he/she should always be properly attired and prepared for work in court. The interpreter should be aware that MDC also has a dress code.

## Dress Standards, MDC

The interpreter assigned to an interview at the Metropolitan Detention Center enters a facility under the supervision of the Bureau of Prisons. The dress concerns at the MDC have less to do with fashion or decorum than with protecting the basic security of the prisoners being housed there and of the personnel who work there. The Lobby Officer and the Visiting Room Officer may determine when clothing is questionable. If the interpreter's attire is inappropriate, he or she may be denied entrance into the visiting room. If the interpreter is denied entrance to the Metropolitan Detention Center for lack of proper dress, he or she may not then file a claim for payment for services not rendered. All visitors, including interpreters and other officers of the Court, will not be admitted wearing the following items of clothing:

- Shorts (of any kind)
- Sun dresses
- Bathing suits
- Crop tops
- Leotards or Tights
- Backless tops
- Sun glasses (Non-prescription)
- Army fatigues
- Athletic wear (Sweat pants, Sweat shirts, etc.)
- Any sleeveless garments
- Halter tops
- See through garments
- Low-cut blouses or dresses
- Mini skirts
- Hats or Caps
- White t-shirts
- Khaki pants
- Jackets or other outer garment

## **SECTION VIII - INTERPRETER ASSIGNMENTS**

### Assignment Procedure, Spanish

The first rank of personnel assigned to work by the Supervisor shall be comprised of the staff interpreters employed and maintained for that specific purpose. The work assignments of daily contract personnel hired on an as-needed basis shall be determined in all cases by two primary and guiding factors: 1.) the best fiscal interest of the Court and 2.) the dependable commitment and availability of the contract interpreter. Other factors, however, may also be considered in the assignment of work. A specific area of language expertise or knowledge, the continuation of a

previous assignment, or prior experience on the part of a particular interpreter with a particular witness or defendant may also merit consideration.

### Interpreter Availability, Spanish

Despite the unpredictability of the Court's interpreter needs, there are those contract interpreters of Spanish who make themselves available to the Court on a predictable basis. Whereas it is in the best interest of the Court to have as large a cadre of Spanish interpreters available for work as possible, the Court cannot guarantee nor can it realistically provide full employment on a daily contract basis to all interested contract interpreters. Accordingly, this most-predictable group of Spanish interpreters will share in the available contract work on a rotational basis as determined by the Supervisor of the Interpreter Services Department. No Spanish interpreter may regard the assignment of this contract work as his/her right or due based on length of association with the Court as an outside provider.

The majority of federally certified interpreters of Spanish in the greater Los Angeles area are contracted on a daily basis by the Los Angeles Superior Court. Their availability to the United States District Court is unpredictable and is influenced by the needs of the Superior Court. The District Court extends periodic contract work opportunities to this work force, as needed, to maintain a professional association with this larger pool of working contract interpreters.

### Other Languages

All interpreter services in languages other-than-Spanish are provided by daily contract personnel who serve the Los Angeles Superior Court as well as the United States District Court. All work assignments are determined by the Supervisor's ability to make contact with the interpreter and the interpreter's availability for work at a specific time and date. Most contract interpreters in the field enhance their ability to quickly communicate by carrying pagers. Some interpreters carry cellular telephones.

### The Work Assignment

All work assignments shall be the province of the Supervisor of the Court Interpreter Services Department. Once the per diem interpreter contracts to provide service for a particular date, no specific work assignment within that contract day may be refused. No specific work assignment may be exchanged or traded with another interpreter. Every attempt will be made to maintain a continuity of interpreter personnel with the same trial or with the same witness. These intentions notwithstanding, broad urgencies or exigent circumstances may require substitution and even reassignment. In this light, it is not expedient for the interpreter to become attached to or proprietary with respect to any court, courtroom, defendant, witness or proceeding.

### Availability for Reassignment

All court interpreters, staff as well as contract personnel, shall immediately notify the Supervisor of their availability for reassignment when their scheduled court matters are canceled and/or continued. When not on actual assignment, staff interpreters shall be at their desks and contract interpreters shall be in the Interpreters' Waiting Room unless otherwise directed by the Supervisor.

### Lengthy Proceedings

It is the policy of the Interpreter Services Department to assign interpreters to trial or to lengthy motions in pairs so as to reduce the element of interpreter fatigue and the consequent possibility of error. It is expected that the interpreters so assigned will spell each other every half hour throughout the entire course of the trial or lengthy hearing. The interpreter not actively interpreting on the microphone *may not leave the courtroom* during his/her recovery period. Professional responsibility dictates that the interpreter not actively interpreting be available *at all times* for any attorney-client communication that might be required. If water is desired, the interpreter may avail him/herself of the water that is provided at counsel table. Any other personal need is to be met during the regular morning or afternoon recess of the court or during the noon hour.

### The Trial

Trial work should only be undertaken by the contract interpreter with the clear understanding that it entails an unqualified commitment to the proceedings for the entire court day to the moment of adjournment, and for *the entire duration of the trial* unless other arrangements have been made in advance with the Supervisor. A contract interpreter who plans to take vacation time, or to keep medical appointments or who intends to perform other outside work with private counsel or to do conference work during the course of the trial or who knows in advance that personal or family obligations or scheduled commitments would keep him/her from adhering to the schedule of the Court and from making an unqualified commitment to the trial should disqualify him/herself and ask to be reassigned prior to the start of the trial. After the start of the trial, and barring any unforeseen personal emergency, the contract interpreter so assigned is expected to give uninterrupted service during the entire trial to its ultimate conclusion. Those interpreters who have prior obligations to other Courts are to make those obligations known to the Supervisor of Interpreter Services before accepting the assignment to a trial.

### The Identification Pass

Interpreters who are admitted to the panel of contract providers of interpreter services are subject to a background check by the United States Marshal's Office in order to procure the United States District Court Identification Pass. Upon receipt of the Identification Pass, the interpreter agrees to

relinquish the Pass upon request of the Clerk of Court. All contract interpreters assigned by the Interpreter Services Department are to carry the United States District Court Interpreter Identification Pass and are required to wear it in an obvious place on their clothing when appearing in court or providing interpreter service in an official capacity. An interpreter in court without the proper identification showing is not readily identifiable as an interpreter and often valuable time is lost waiting for the arrival of the interpreter who is already there incognito. An interpreter who lacks the proper identification when approaching a defendant in custody is apt to be questioned by a U.S. Marshal. Note should be taken that policy in the U.S. Marshal's lock-up in the courthouse as well as in the Metropolitan Detention Center makes it difficult to gain admission, even when accompanied by an attorney, without the United States Court Identification Pass. Admission is routinely denied to anyone not carrying identification. An interpreter denied admission to a detention facility for lack of proper identification will not have provided the contracted services. The Identification Pass is issued to facilitate service to the Court and must never be used for inappropriate purposes.

### Communication

The Interpreter Services Department depends on timely communication from all sources regarding the need for interpreter service. An indispensable element in the communication network is the court interpreter him/herself. A critical facet of the courtroom assignment is to communicate to the Supervisor any continuances or future dates for appearance before the court. The interpreter will normally indicate any such continuances on the blue assignment slip before it is turned into the department at the end of the assignment. At the end of the day, the assignment slips are reviewed and note is taken of these continuances for future interpreter assignments. Frequently, the continuance is for a later hour *the same day*. In such instance, the individual interpreter is the only source for notice and should immediately and verbally notify the Supervisor as to the time and place the matter will again be before the court.

### Listening Assisted Equipment

The use of electronic listening assisted equipment will be at the discretion of the assigned interpreter. Every courtroom in the Spring Street Courthouse has been equipped with permanently installed Sennheiser emitters and receiver-headsets for use by non English-speaking defendants and witnesses or by the hearing impaired in hearings before the court. It is anticipated that the interpreter will report to the assigned courtroom and, if needed, will utilize the equipment that is already there and available in that courtroom. The use of permanently installed equipment will eliminate the need to set up equipment prior to the beginning of scheduled proceedings and the problem of taking it down afterwards without disturbing the court. Beside the infrared Sennheiser systems, there is the availability of a highly portable Telex FM radio system for use in the courtroom. The chief advantage of the FM system is the freedom of movement that the wireless FM system affords the interpreter who is able to freely move to a more advantageous position within the courtroom. Its use

eliminates the concern for the traditional wire or tether that normally accompanies the use of electronic equipment. Use of electronic equipment gives the non English-speaking listener optimum reception and allows the interpreters to maintain a correct distance from the defendant(s) to counter the possibility of being mistakenly perceived as other than impartial officers of the court. Interpreters assigned to multi-defendant matters in the Roybal Building, the Santa Ana courthouse and to the Riverside court will find Sennheiser infrared equipment in each of those locations.

#### When an Attorney Does Not Keep an Appointment

For a host of reasons, it is not uncommon for an attorney to fail to keep an appointment for an interview at the Metropolitan Detention Center. It may even happen in the evening after regular working hours when the Interpreter Services Department is closed and the interpreter is unable to communicate with the Supervisor. The interpreter, in such situation, should have in his/her possession a telephone number for the attorney even if it is an answering service or machine. Thirty minutes after the appointed hour, the interpreter should call the attorney's number to report the time and advise that the interpreter will wait another fifteen minutes. If the attorney fails to keep the appointment forty-five minutes after the appointed time, the interpreter may consider that the attorney will not appear. The interpreter may leave and file for compensation, as contracted.

#### When the Interpreters' Services Department Is Locked After Hours

The Interpreter Services Department will be closed after 5:00 p.m. To avoid serious inconvenience, the interpreter in court during the late afternoon session should anticipate any situation that might result with keys or purses being locked up for the night in the Interpreters' Waiting Room. The interpreter should retrieve those vital possessions during any afternoon court recess. Any portable electronic equipment in use should be safely stored in the courtroom for use or retrieval the following day. The courtroom deputy clerk should be informed of the equipment's location. If the interpreter is not scheduled to return the following day, he/she should assume the responsibility of calling the Supervisor the following morning at (213) 894-4370 to report the location of the electronic equipment so that it might be retrieved and stored.

#### Grievance Procedures

Periodically, issues or concerns in the workplace may arise. The Supervisor, the Manager and the Clerk of Court all have an "open door" policy and are available to discuss any issue or concern that may surface. For staff interpreters, there are also grievance procedures that afford the employees of the clerk's office the opportunity to air any such disputes. Those procedures and opportunities are outlined in the Employee Manual.

## SECTION IX - DOCUMENT TRANSLATION PROJECTS

### Compensation Rate

The translation of documents is compensated uniformly without regard to any specific language at the standard rate *per word* established by the Director of the Administrative Office and shall have as its base the word count of the finished document *in the target language*. If the translated document is in a language whose written representation is not in individual words, compensation shall be based on the word count of the *source language*. If neither the source language nor the target language are written in individual words, compensation shall be negotiated between the translator and the Supervisor of Interpreter Services. In certain instances, for purposes of expediency and if it is in the best interest of the Court, the interpreter/translator may be contracted to complete document translation projects in the office during the work day in lieu of a court appearance. In those instances, the interpreter shall be paid at the regular half or full-day rate.

### Timely Submission

All translation projects involve a due date for submission . Often the document in question is vital to either the prosecution and/or the defense. The due date for completion of an assigned translation project is determined by the urgency of the need on the part of the prosecution or the defense attorney. The interpreter who contracts to complete a document translation project, de facto agrees to submit the completed work on or before the date due.

### Format

Translations are to be considered legal documents and as such are to be submitted free of typographic and grammatical errors. Translated documents are to be submitted in a professional format suitable for presentation to the Court. They are normally to be prepared on a word processor on white bond paper. Any exception to this requirement is to be cleared with the Supervisor in advance. The completed translations should reflect the style, tone and language level of the original. They should include the wording of legal stamps and marginal notes and indicate the position of any photograph or other phenomena that appear on the original document. Translations submitted in an unprofessional format and found wanting by the Supervisor will be returned *without pay* for re-submission in a more suitable form.

### Translator as Witness

After submission of translated documents, it is not unusual for the translator to be called at a later date to testify at a hearing or at trial regarding the translation. A translator so called may undergo a *voir dire* examination and be called upon to state his/her qualifications to do such work and/or to

defend a particular aspect of the translation. In other circumstances, the Court may order the translator to provide additional copies of the translated document. The professional translator of documents should maintain a file containing copies (or disks) of documents translated for future reference for a period of no less than one year. All document translations remain the property of the Court and the translator shall have no copyright protection of the work product.

## **SECTION X - TAPE TRANSCRIPTION/TRANSLATION PROJECTS**

### Compensation Rate

The interpreter contracted to produce a tape transcription/translation shall be paid at an hourly rate of pay established by the Director of the Administrative Office. The hourly rate of pay shall be the same for all tasks related to the project and the project shall not be divided into two component parts for the purpose of billing separately for the transcription and again for the translation at a different rate.

### Restrictions and Limitations

The transcription/translation of taped documentary evidence is to be presented to the contracting attorney in a professional form suitable for duplication and/or presentation to the Court or jury. The work product is to contain a complete transcript of the source language content of the tape including all conversations, utterances and sounds. The voices heard on the tape shall be identified solely by the speaker's gender and number in the conversation. The interpreter shall make no editorial comment nor make observations which are self-evident in the text. The transcriber should never unilaterally identify the voices by their name in the absence of an *independent knowledge* as to their identities. Nothing less than actual presence at the time and place of the recorded conversation shall be considered *independent knowledge*. For purposes of clarity when submitting the document to the jury, a prosecuting attorney may insist that the speakers be identified by name. In such instance the interpreter may indicate the identification of the speakers as supplied by the Assistant U.S. Attorney but shall then include a disclaiming statement indicating the source of such identification on the cover sheet of the document and on the Declaration of Interpreter form.

### Format

The Office of the United States Attorney has traditionally preferred the completed transcription as one document and the corresponding translation as a separate but accompanying document. Accordingly, all transcription/translations shall be submitted in this two-document format in lieu of any other except where a different format has been specifically requested.

### Timely Completion

Tape transcription/translation projects are not to be considered as incidental or spare time obligations with an importance secondary to other daily work assignments. They are not to be approached on a sporadic and/or part-time basis. Rather, they are projects to be accepted only with full cognizance of their major importance as potential evidence. Their timely completion is of critical importance to the court process, to the prosecution as well as to the defense. The interpreter who contracts to complete a tape project is duty-bound to notify the Interpreters Services Department immediately as to any technical or language problem that might hinder the project or delay its timely completion. Such is the importance of timely completion that the contract interpreter would do well to seriously consider devoting his/her full attention to completing the task rather than taking on other assignments. All tape transcription/translations remain the property of the Court and the interpreter/translator shall have no copyright protection of the work product.

### Billing

No hard and fast estimate of cost should ever be given without knowledge of the length of recorded material and the type of recording involved, i.e. , wire tap, body wire, etc., and other factors that will affect the number of hours that the project will require. The number of speakers, the sound quality of the recording, the idiomatic characteristics of the speech, the subject matter involved, the sophistication level of the language plus other factors will all affect the number of hours that the transcriber/translator will spend at the task. The final invoice submitted for payment will require an attached log of the *actual time worked* including dates and start and stop clock time to support the final total number of hours claimed in the invoice.

### Declaration of Interpreter

When the transcription/translation document is submitted, the interpreter/translator will attach a signed Declaration of Interpreter form. This statement, signed under penalty of perjury, is a declaration that the translation is true and correct and that it is the product of that interpreter's *personal* assessment of the taped source language content. It is not outside the realm of possibility that the interpreter might subsequently be called to testify as a witness and to state his/her qualifications to do such work and to defend his/her work product.

## **SECTION XI - FACILITIES FOR CONTRACT INTERPRETERS**

### The Interpreters' Waiting Room

The Interpreters' Waiting Room is provided for the benefit of the interpreters between assignments or when currently unassigned. At the same time, it provides the Supervisor immediate contact with interpreters available for assignment or reassignment. Contract interpreters not actively appearing in court are expected to be available in the Waiting Room. It is a lounge and is intended to be used as an informal room for reading, enjoying refreshments and as a lunch room.

### Telephone Calls

Telephone calls by interpreters of a personal nature, where the normal business of the Interpreter Services Department is not involved, should be made at the public telephones located in the hallway near the Interpreters Services Department. Professional protocol demands that the interpreter always notify the Supervisor whenever he/she leaves the Waiting Room, whether to make a telephone call or for any other personal reason.

### Interpreters' Work Room/Reference Materials

The Work Room is furnished with work stations, typewriters and computers. This room serves several purposes. It provides the means to carry out translation projects in-house during the day. When not in court or on other assignment, the interpreter may be assigned document translation projects, some of which are foreign language correspondence received by the Court. The workroom is supplied with a limited number of volumes of dictionaries and other reference material. There is work space provided for the preparation of the several vouchers that the contract interpreter will need to file to effect payment for services. In addition, the room has been subdivided to create a separate telephone interpreting room.

### Telephone Interpreting Room

This facility enables the United States District Court, Central District of California to provide other courts in the country access to the large and varied pool of language interpreters available in Southern California via special telephone and video conferencing equipment. More locally, this installation is of immediate value in providing interpreter service to Magistrate Judges in distant locations as well as to other divisional offices within the District. It will not be the purpose of this telephone interpreting facility to substitute a remote interpreter for an interpreter in the courtroom for lengthy matters. It will, however, provide a means for immediate interpreter assistance in short matters to remote areas that otherwise would have limited or no access to timely interpreter services.

## **SECTION XII - STATISTICAL REPORTS TO THE ADMINISTRATIVE OFFICE**

The computer program utilized by the Interpreter Services Department maintains all interpreter assignment-related data in memory and is able to provide a statistical report of interpreter usage, staff as well as contract interpreters, by language, in and out of the courtroom, for submission to the Administrative Office of the United States Courts on a quarterly basis or at the end of the fiscal year, as required.

## **SECTION XIII - INTERPRETER REFERRALS TO OTHER OFFICES**

With a roster of professional interpreters in over ninety languages, the Interpreter Services Department acts as a resource for law offices and governmental and private agencies when they need to locate and contract interpreters. As a matter of course, the District Court provides interpreter referral information to inquiring courts in other districts. As stated above, the addition of a telephone interpreting capacity will make this court's substantial language interpreter pool more available to other courts.

## **SECTION XIV - ETHICS AND THE COURT INTERPRETER**

The very function of court interpreters takes them into a realm where they are privy to information that is known to only the principals in a criminal court proceeding. They are there at the time of all attorney-client conferences. They are there at the moment of defense strategy planning sessions. They are in the grand jury room. They are in the courtroom and listen to the testimony of *all* witnesses. They translate evidentiary material for the prosecution and for the defense. They are intimately involved with information gleaned from both sides of the adversarial system. Yet, *they are not* part of the adversarial system. They are sworn, *impartial*, officers of the Court. They are sworn to respect the privileged nature of all attorney-client communication as well as the need to maintain the secrecy of the grand jury hearing. They are sworn to avoid even the very *appearance* of partiality by not engaging in casual conversation with defendants, witnesses, and jurors. The role of the interpreter in the criminal justice system is one of trust which carries with it a heavy moral responsibility.

This Court Interpreter Management Plan begins with a Statement of Mission and a Code of Ethics and Responsibility. It includes the Interpreters Written Oath that every court interpreter has on file. It is the duty of every court interpreter to be intimately aware of every canon and every section of the oath. Adherence to ethical behavior is essential not only for the individual court interpreter but also for the very profession itself. Failure to abide by these ethical standards will put at risk the professional reputation of the interpreter and will put in jeopardy the interpreter's association with the United States District Court, Central District of California.

## INTERPRETER'S WRITTEN OATH

ON MY WORD OF HONOR, AS AN OFFICIAL COURT INTERPRETER AND OFFICER OF THE UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA,

I \_\_\_\_\_,  
swear (or affirm) to be true to the Code of Ethics of my profession, and to discharge faithfully the following solemn duties and obligations:

I WILL interpret accurately and faithfully to the best of my ability. I will render the true meaning of all words, phrases and statements heard and I will maintain the style, tone, language level and intent of the speaker.

I WILL interpret simultaneously before the bench and at counsel table and will interpret consecutively at the witness stand in a clear, firm and well modulated voice so as to be heard throughout the courtroom.

I WILL not interject my own words, phrase or views nor will I paraphrase the interpretation of courtroom proceedings nor the testimony of a witness.

I WILL be punctual to court and to all courtroom proceedings. I will not delay proceedings for lack of a timely appearance nor will I absent myself from the courtroom without being excused or proceedings adjourned.

I WILL familiarize myself with the specifics of any matter to which I am assigned including names, dates and charges and will discover the need, if any, of special or technical vocabulary or regional variation of a language that may be required.

I WILL disqualify myself if the needs of the court and/or the defendant would be better served by another interpreter.

I WILL maintain a neutral and impartial attitude during the course of any proceedings and will strive not to give the appearance of partiality by either facial or physical gesture. I will not initiate communication, either spoken or written, with attorneys at counsel table during courtroom proceedings nor will I give the appearance of acting as a legal assistant or co-counsel.

I WILL not give legal advice nor will I perform functions that are properly those of an attorney. I will not allow a witness or defendant to labor under the misapprehension that I am a practicing attorney.

I WILL not divulge nor will I discuss the content of any attorney-client communication to which I am privy. I will not discuss the testimony of witnesses outside of court

and I will avoid the appearance of improper behavior by not engaging in casual conversation with a witness, defendant or members of a jury.

I WILL adopt a conservative manner of dress in court and will conduct myself at all times in a manner consistent with the dignity of the court.

I WILL seek to broaden my knowledge of specific and legal terminology in the languages that I interpret. I will maintain a personal library of reference material that will enhance my professional level of competence.

I WILL be familiar with all courtroom procedures to better serve the Court.