Interpreter Information Sheet

Half-Day vs. Full Day Rate Calculations

Pursuant to the Terms and Conditions for Contract Court Interpreters:

- Interpreters are paid in two distinct hour increments: 0-4 hours AND +4-8 hours. These hours are consecutive and do not include a meal period. Anything beyond the 8 hour mark is paid at the overtime rate.
- The *Half Day* rate applies to interpreting services performed in duration of 0-4 consecutive hours, not inclusive of a meal period.
  - The calculation of time for the *Half Day* rate begins at the time initially scheduled for court to commence. This time will be identified in the purchase order/requisition email sent by the Court to the interpreter.
  - The *Half Day* rate may span across the noon hour and into the afternoon, dependent upon the time initially scheduled for court to commence.
  - The *Half Day* rate is not reliant upon the time of day in which the service occurs. (i.e. An interpreter asked to report to a court at 10:00 a.m. and dismissed before 2:00 p.m. is entitled to the *Half Day*, not the *Full Day* rate.)
  - The Court hearings indicated on the purchase order/requisition email sent to the interpreter establish the minimal service to be provided by the interpreter during the *Half Day* block. In the event of a court hearing concluding earlier than anticipated, the Court (which includes a different judicial officer and/or Probation and Pretrial Services) may request additional services from the Interpreter to fulfill the full 4 consecutive hour contracted period.
- The *Full Day* rate applies to interpreting services performed in duration exceeding 4 and up to 8 consecutive hours, not inclusive of a meal period.
  - For contract services qualifying under a *Full Day* rate, the Court will allow the interpreter to take a reasonable meal period/break, typically an hour. This meal/break period is not paid.
- Overtime (hours worked beyond the 8 hour contract period) is compensated at the overtime hourly rate as provided in the fee schedule.

Invoicing for Payment

- An invoice will be prepared by the Court, which can be updated as necessary if services that would necessitate exceeding the 4-hour block associated with the *Half Day* rate are required. Two invoices will be submitted if the contract court interpreter provides services in two different districts. The first invoice will be at the *Half Day* rate and the second at the difference between the *Half Day* and *Full Day* rates.

Cancellation Fees

- Cancellation fees will be paid to the contracted interpreter if less than 24 hour notice is provided by the Court.
    - The calculation of the 24 hour cancellation period will begin from either the scheduled time of the first contracted court proceeding or the time of departure from residence, if travel is authorized.
    - The 24 hour cancellation period does not include weekends or federal holidays.
    - The cancellation fee will be equal to either one *Half Day* or one *Full Day* rate of pay, depending on the originally contracted duration of services.

Travel Time

- Travel is authorized for participation in a court proceeding upon the acceptance and return of a purchase order agreement to the Court.
- If travel is authorized by the Court, calculation of hours of service toward *Half Day* or *Full Day* rates begins at the departure time the contract court interpreter leaves or would have reasonably been expected to leave his/her residence to participate in the first court proceeding of the Court's contract period. "Reasonably been expected to leave" allows flexibility for the interpreter to arrive and perform CJA Attorney or Probation Services contracted work prior to the official start time of the court proceeding/contract, while ensuring that billing remains appropriate for the interpreting service performed. (The contract interpreter shall indicate on the in-court voucher the reasonably expected travel departure time for calculation of the court's starting half / full day time computations.)
- Mileage fees incurred in conjunction with in-court service and CJA Attorney or Probation Services contracted work shall be paid under the Court's interpreter voucher.
- If the contract interpreter remains in travel status beyond one day, for each subsequent day of billing, the hours of in-court service is calculated from the time scheduled for court to commence.

When a Criminal Justice Act (CJA) Attorney Hires an Interpreter

- Pursuant to the *Judicial Council of the Ninth Circuit Criminal Justice Act Policies and Procedures*, adopted by the Court October 20, 2016 and included in the Court's CJA Plan, fees for interpreter services are to be billed for actual hours spent rather than for fixed units or blocks of time.
- There are separate funds and guidelines for when a CJA attorney hires an interpreter and when the Court contracts with an interpreter. When the Court and a CJA attorney hire an interpreter on the same day, the interpreter can bill the CJA attorney for services which are performed outside of the block of time contracted with the Court, to include unpaid meal periods.
- If the interpreter is hired by a CJA attorney and scheduled to meet with counsel and the defendant prior to a scheduled in-court proceeding; interpreter fees shall be billed on a CJA-21 voucher. For example, a court proceeding is scheduled at 10:00 a.m. and counsel

hires the interpreter for a meeting with the defendant at 9:00 a.m. The interpreter shall bill the one hour of service on a CJA-21 voucher.

Probation and Pretrial Services

- Probation and Pretrial Services submit requests through the Staff Interpreters Office. The staff interpreter then assigns interpreter for all events involving Probation and Pretrial Services. Probation and Pretrial Services in the Richland/Yakima divisions can expect most of their events to be covered by the staff interpreter. Most events in the Spokane division will be covered by contract court interpreters. While AO certification is not required for Probation and Pretrial Services events, it is strongly preferred.