



**MIAC** | Maryland Interpreter Advocacy Committee

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**Advocating for Judicial Interpreters | Translators | Language Professionals**

# 2022 Advocacy Paper

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Abridged Ver. 1.1



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## Overview

This document has been prepared for the Maryland Judicial Council, Maryland Access to Justice Commission, the Court Access Community Relations Committee, and the Language Access Subcommittee. This document will outline current policies and opportunities to improve the Maryland Court Interpreter Program.

## Goals

The goal of this document is to propose practical changes to the Maryland Court Interpreter Program that ensures language-neutral access to justice for all Marylanders and fair working conditions and compensation for language professionals.

## About MIAC

MIAC (Maryland Interpreter Advocacy Committee) was formed in 2021 with the express goal of providing guidance to policymakers regarding language access in the judiciary. The committee is currently represented by three advocates, Garrett M. Bradford, L. Joel Benningfield, and Caroline Schutz. Collectively, the advocates have 30 years of experience as language professionals and more than 3000 appearances on the record for the Maryland Judiciary.

It is our mission to provide accurate, relevant information to the Judicial Council and its subcommittees. Apprised of this information as well as the considered opinion of the interpreter community in Maryland, policymakers will be well-positioned to enact balanced policies that promote continued access to due process for all who pass through Maryland's courts.

## Why form an advocacy committee?

While the various bodies that set policy for language professionals are public, there is neither representation by nor input from interpreters when policy decisions are proposed and enacted. This can lead to well-intentioned but ill-conceived policies that create inefficiencies or unwanted effects when implemented in the field. While we commend the staff of the Maryland Court Interpreter Program for their diligent work, they have not always been responsive to interpreter concerns.

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## 2021 Policy Survey

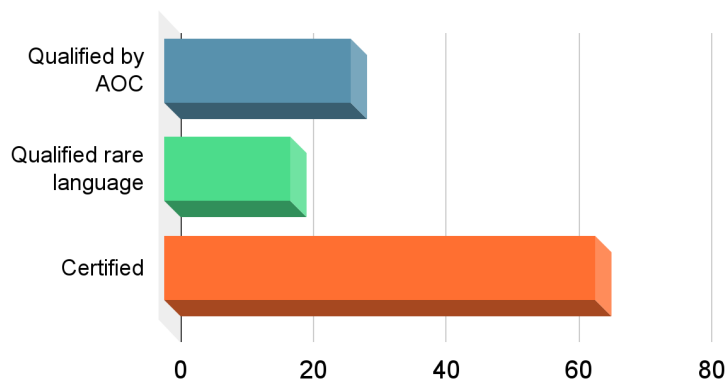
### Overview and Methodology

In order to reach informed conclusions and to better advocate for the interpreter community, MIAC circulated a survey to all Maryland Registry Interpreters in November of 2021. At the time of publishing, MIAC has received 112 responses. The survey covered several topics including compensation, scheduling, cancellations, and post confirmation removal.

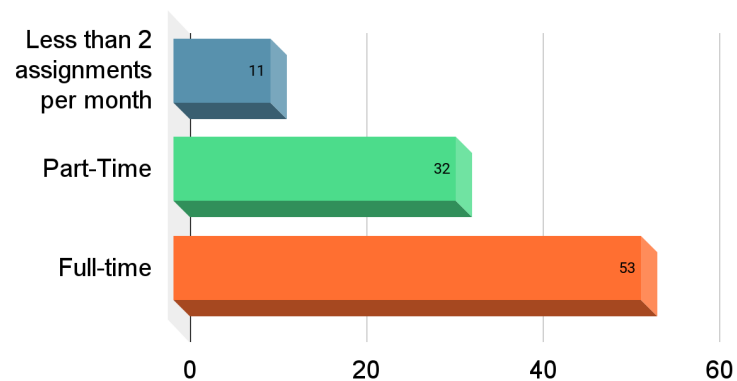
Selected survey responses are displayed in context throughout this paper. Check the *Survey Insights* at the end of each section to see the relevant survey results as well as the *General Feedback* at the end of this paper.

Learn more about those that took the survey:

Certification status of survey respondents




Part-time / Full-time



## Compensation

### Cost vs. Value

When speaking about compensation, it is of fundamental importance to distinguish between *cost*—the monetary amount paid for a good or service— and *value*—the worth of a good or service. Generally, the value of a good or service remains relatively stable over time. Costs are affected by externalities such as demand, scarcity, inflation, and policy.



This difference is typified by the following example. In 1968, McDonald's introduced the now famous Big Mac sandwich for 49¢. The sandwich consisted of three buns, two beef patties, pickles, lettuce, cheese and a special sauce. Today, the price of a Big Mac sandwich is \$3.99. Notably, the nutritional value of a Big Mac sandwich has not changed, and thereby the value to the end consumer has stayed constant. However the cost of a Big Mac sandwich, the numerical representation of its value, has increased approximately sixfold from 49 cents to \$3.99. A myriad of factors beyond the scope of this paper affect food pricing, however the overwhelming factor that affects the cost of all goods and services is inflation.


How does this pertain to interpreters? In the following section, we will outline why interpreter compensation should be raised. It is important to keep in mind the value of the service interpreters provide, and how inflation has eroded interpreter compensation in Maryland. If interpreter compensation is increased to the recommended level, this would serve to restore interpreter compensation to the level set more than a decade ago, accounting for inflation.

## Interpreter compensation in Maryland

According to the *October 2021 Interpreter Handbook* published by the Maryland Court Interpreter Program Office, interpreter compensation remains fixed at \$55/hr for certified interpreters, and \$40-\$45/hr for qualified interpreters. **Maryland interpreter compensation has remained stagnant for more than 17 years.** This is unlike virtually every other profession, including entry-level positions in the service industry.

During the past 10 years, compensation for associate judges at the district court level has increased by 22.4%.<sup>2</sup> Other judges and staff have seen a similar cost of living increase. Since 2018 alone, Maryland has increased the base hourly salary of its employees by 37.7% in acknowledgement of the increasing cost of living.<sup>3</sup> Maryland's staff interpreters have likewise received a 20.2% increase since FY 2015/2016, along with a comprehensive benefits package. Other professional state positions, such as troopers, doctors, pilots, rangers, firefighters, engineers and administrative executives have likewise received significant compensation increases.<sup>3</sup>

As "vendors," interpreters do not receive any additional non-monetary compensation such as paid holidays, sick days, vacation time, or personal days. When courts close unexpectedly, be it due to a snow cancellation or a worldwide pandemic,



interpreters go unpaid. Interpreters must cover their own healthcare, fund their own retirement, support their families, and manage business expenses, all while offering a professional service that has life-altering consequences for those served.

Since 2013, healthcare costs have increased by more than 25% adjusted for inflation<sup>4</sup>, and housing costs in Maryland have risen an average 2% per annum, culminating in an explosive increase of 10% during 2020, the last year for which data is available.<sup>5</sup>

To maintain a high standard of service and to continue to attract qualified individuals, it is imperative that interpreter compensation be increased to reflect the rise in inflation, healthcare, and business costs. To be clear, MIAC is not advocating for an exorbitant compensation package, nor do we seek to unfairly enrich ourselves at taxpayer expense. Rather, we seek fair compensation that acknowledges the present business environment. In other words, interpreters should be able to afford the same number of Big Macs today, as in 2005.

**According to the U.S. Bureau of Labor Statistics<sup>6</sup>, an interpreter earning \$55/hr in 2005, would need to earn \$80.16 in November of 2021 simply to maintain equivalent purchasing power.** This figure takes into consideration the cost increases in housing, healthcare, as well as goods, and services. For this reason, we believe the appropriate compensation should be \$80.16/hr for certified interpreters, and a commensurate increase for other certification levels. Notably, many interpreters' professional fees already surpass \$80/hr when working for private clients and other government entities. An increase would bring the state in-line with compensation for highly skilled interpreters in other settings. See the *Summary of Recommendations > Compensation* on page 15 for more information.

## Travel Compensation

In Maryland, mileage compensation mirrors the IRS (Internal Revenue Service) mileage deduction schedule. Travel time is compensated at half the applicable hourly rate, but only when the assignment is more than 30 miles away from the interpreter's point of departure.

Of the interpreters surveyed, only 12.8% indicated they are satisfied with the current travel compensation policies, while nearly half indicated that travel time should be compensated regardless of distance. See the *Survey Insights* at the end of this section for more details.

## Comparison to Other Jurisdictions

Let's look at hourly compensation in three surrounding states; Pennsylvania, New Jersey and Virginia. Some jurisdictions prefer to schedule interpreters in "half-day" blocks with fixed compensation. **Maryland's current hourly interpreter compensation is, on average, \$14.51 lower** than the example jurisdictions as detailed below.

### New Jersey

Hourly Equivalent: up to \$68.52 (overtime: \$57.12)

New Jersey hires certified equivalent interpreters, known as "Approved: Master" on a "half-day" or "full-day" basis. Compensation is \$239.83 for half-day and 411.84 for a full day. A half day is any assignment that lasts up to 3 ½ hours. Any assignment that lasts more than 3 ½ hours is automatically considered a full day. After 7 hours, the interpreter is compensated at \$57.12 per hour "Premium-time".<sup>8</sup>

### Pennsylvania

Hourly Equivalent: up to \$80.00

Pennsylvania uses a multi-tiered system that recognizes interpreters based on their experience and competency. Skilled interpreters, termed "Master", are compensated at up to \$80 per hour for hourly assignments. Some agencies contract at \$235 for "half day" assignments, and \$400 for "full-day" assignments.<sup>9</sup>

### Virginia

Hourly Equivalent: up to \$60.00

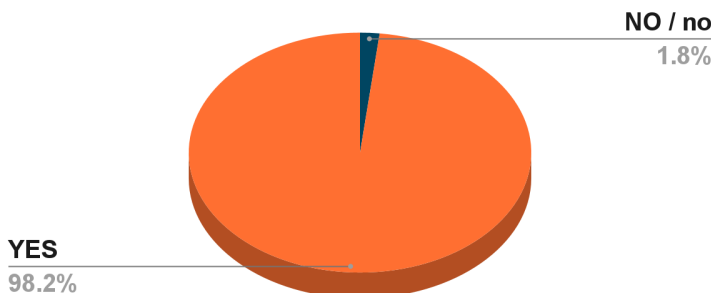
Certified interpreters in Virginia are compensated at \$60.00 per hour.<sup>10</sup> Like Maryland, Virginia has not updated interpreter compensation in over a decade.

## Survey Insights

More than 98% of survey respondents support a cost-of-living increase in compensation

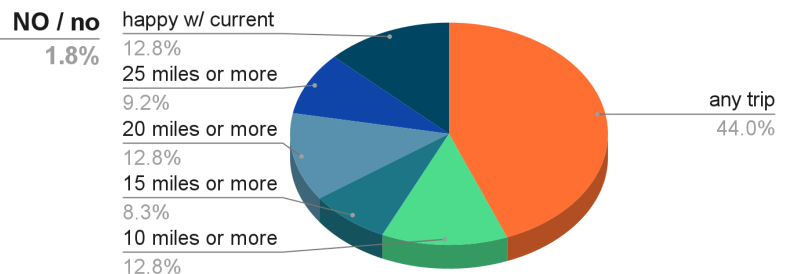
Interpreters in support of compensation adjustment


109 responses



Travel time should apply to trips...

miles indicated are one-way | 109 responses





More than 77% of survey respondents believe that travel time compensation should apply to trips significantly shorter than 30 miles

## Scheduling

### Scheduling Objectives

Ideally, a balanced scheduling system would meet three disparate but equally important goals:

1. Ensures consistent reliable coverage for LEP (limited english proficiency) and Hard-of-Hearing individuals
2. Utilizes public resources in an efficient manner
3. Demonstrates respect for the language professional's time and encourages collaboration with coordinators


### Scheduling in Maryland

Maryland currently classifies cases and retains interpreters by assigning each case a 2-hour or 4-hour placeholder depending on the anticipated duration of the proceeding. Any matter anticipated to last less than 4 hours is scheduled as a 2-hour assignment. Any matter anticipated to last a full day is scheduled as a 4-hour assignment. The interpreter is expected to stay for the duration of the assigned case, even if it exceeds the scheduled placeholder.

While the current scheduling system generally meets the first requirement of a balanced system, it performs poorly when tested against the second and third goals. It creates inefficiencies by artificially limiting interpreter availability, does not encourage collaboration with coordinators and it demonstrates a lack of respect for the professional's time.

Like attorneys, interpreters trade their time and expertise. To maintain a viable business, a competent interpreter will make arrangements to efficiently schedule billable assignments to all available time slots. Maryland's current scheduling system essentially limits how many assignments an interpreter can schedule, because it requires that the interpreter be available beyond the scheduled time slot. To account for these scheduling inefficiencies, a significant number of interpreters have reduced or stopped accepting short assignments, while others choose to accept only those assignments that are eligible for





travel compensation. See the *Survey Insights* at the end of this section to see the effects of current scheduling policies. (more details about travel compensation can be found at *Compensation > Travel*)

Let's look at a few scenarios that exemplify the deficiencies in the current scheduling system:

#### 2-hour assignment

An interpreter is retained for a district court case scheduled on the 8:45 a.m. docket. This type of case would be scheduled with a 2-hour placeholder. A nearby coordinator is also in need of an interpreter for a case scheduled on the 11 a.m. docket. The Interpreter would be unable to accept the 11 a.m. assignment because there is no assurance that her 8:45 a.m. assignment will conclude in a reasonable amount of time.

Although the interpreter has ostensibly been retained for a short matter, the interpreter is unable to book any other client for the morning, and will likely go unpaid from 10:45 a.m. until the start of their assumed afternoon assignment. A solution to this problem would be to retain interpreters using a "half-day / full-day" system as seen in neighboring jurisdictions and in Maryland's federal courts.

#### 4-hour assignment

An interpreter was retained using a 4-hour placeholder for a 1-day trial. As such, he has reserved the entire day for this assignment. Upon arrival, the interpreter is informed that, pursuant to plea negotiations, the defendant no longer wishes to proceed by way of a jury trial. Although the interpreter reserved the full day, he will only be compensated for 4 hours. A solution to this problem would be to retain interpreters using a "half-day / full-day" system as seen in neighboring jurisdictions and in Maryland's federal courts.

### MIAC Advocacy Position

MIAC understands the highly fluid nature of the judicial environment, however it is fundamentally unfair to request that any professional, including interpreters, block an entire day, but agree to compensate them only for half of the day. It would be unreasonable to expect an expert witness in a trial, such as a forensics expert or a doctor, to operate under such a policy. Why then is it deemed acceptable for language professionals? This policy penalizes interpreters who make themselves available for lengthy assignments because it prevents them from assigning billable hours to other judicial

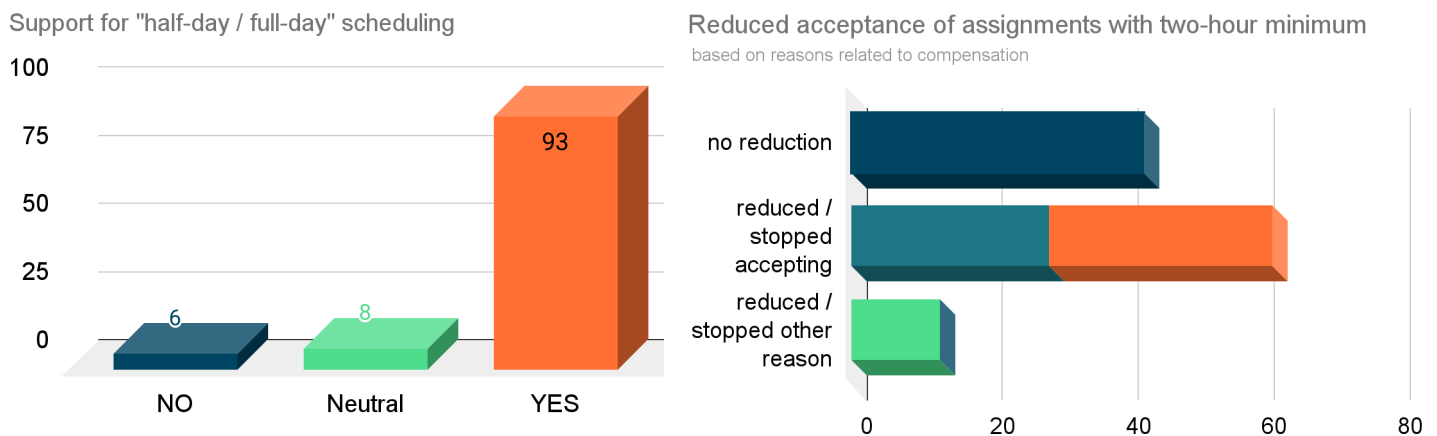
assignments or private clients, but does not guarantee they will be compensated for their time if the matter concludes earlier than expected.

Currently, if an interpreter's assignment is canceled, the interpreter is not permitted to accept another last minute assignment (within the 48-hour cancellation window) in the same time slot. MIAC's position is that this is not helpful to interpreters nor the judiciary. Allowing interpreters to choose to accept another assignment helps coordinators cover other assignments at a time where the interpreter shortage has become especially severe.

When an all-day assignment concludes early, interpreters should be compensated for the entirety of the time they have reserved for that assignment. To do otherwise when the interpreter has agreed to work for a full day, is damaging to the interpreter's ability to make a living wage after years of dedication and ongoing study. But beyond this, it contributes to making the profession seem unattractive to linguists who would otherwise consider the profession as a viable career.

**A switch to a “half-day / full-day” scheduling system would ensure consistent coverage, foster collaboration with coordinators to cover ancillary matters within the allotted time, and demonstrate respect for interpreters as professionals.** Survey respondents overwhelmingly support this change.

### Survey Insights



The charts above indicate the number of survey respondents that have curtailed acceptance of two-hour assignments due to insufficient compensation. Some survey takers also submitted written feedback attached to this question. Selected responses have been included below.

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*“Due to reasons related to compensation, I very rarely ever accept a 2-hour assignment (once or twice a year).”*

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*“Compensation for [2-hour] in person assignments is usually not worth the travel.”*

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*“\$80 for two hours with infrequent travel time reimbursement does not make it worth my while to accept such work.”*

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## Cancellation / Removal

### Cancellation

Maryland's current cancellation policy compensates interpreters who are canceled with less than 48 hours' notice with either two or four hours of paid time at the pre-established hourly rate.

When an all-day assignment cancels with less than 48 hours' notice or concludes early, interpreters should be compensated for the entirety of the time they have reserved for that assignment. To do otherwise is discourteous to language professionals.

(Editor's Note: Because similar arguments apply please see the MIAC Advocacy Position in the *Scheduling* section.

### “On-Call” Status

Current policy states that an interpreter must remain available to accept other assignments if canceled, but does not define how far away the assignment can be or how much notice the interpreter must receive. If the interpreter is not able to cover the new assignment, cancellation compensation may be forfeited. Recently, the Maryland Court Interpreter Program clarified that an interpreter's obligation after a cancellation extends only through the paid cancellation period.

MIAC takes a balanced view on this subject. Survey responses were split almost evenly between those that believed interpreters should never be “on-call” once canceled,

and those who believed interpreters should be “on-call”, but only to the contracting courthouse and with 12 hours notice.

In advocating for the language professional, **it is MIACs position that interpreters should never be “forced” to accept a new assignment under threat of forfeiture of compensation for a prior cancellation.** As private professionals, each assignment is accepted on a case-by-case basis. Once a case is canceled, the interpreter's contractual responsibility ends. Compensation awarded due to cancellations is intended only to compensate the professional for time lost. It is not intended, and should never be used as a threat to compel the appearance of the interpreter.

However, in the interest of efficiency and collaboration, an interpreter may, at their discretion, accept a new assignment while still in the courthouse or within the 48-hour cancellation period.

## Removal

Removal from an assignment by a coordinator or program staff after the confirmation of an assignment is not addressed in the handbook.

In response to interpreter queries regarding the removal policy, Maryland Court Interpreter Program administrators have expressed that interpreters can be removed “for any reason” even after being confirmed. Interestingly, the Interpreter Handbook strongly discourages interpreters from canceling pending assignments, directing them to find a colleague to appear in their place. However, there are no such limitations for program administrators.

The system relies on mutual trust and courtesy; once an interpreter has been confirmed, they have made a commitment to be present and should not be removed from an assignment without good cause. Likewise, the interpreter should not cancel simply because a confirmed assignment may pose an inconvenience or because they have received a more lucrative request. A policy to this effect should be considered to prevent administrative preference from influencing removal decisions.

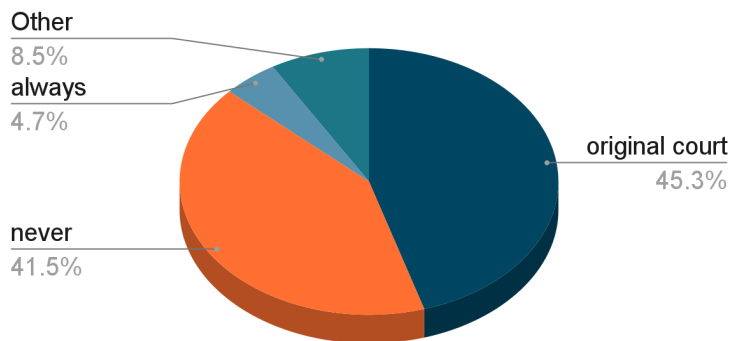
Removing a confirmed interpreter without good cause undermines the trust and goodwill that exist in any successful business relationship, as well as the underlying contract.

If the removal for good cause occurs within the 48-hour cancellation period, the interpreter should receive the appropriate cancellation compensation.

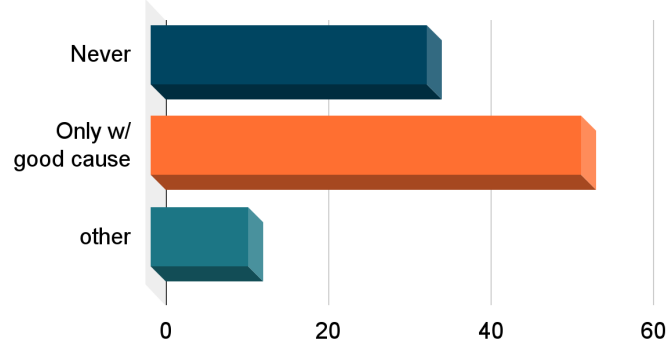
## Survey Insights

Survey responses were split when asked if interpreters should be required to be "on-call".

"On-call" status



Removal from assignment after prior confirmation



Survey responses indicate a preference for removals to occur only with good cause. Selected individual responses are also included below.

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*"Needs to be changed to specify valid reasons for removing an interpreter. Frankly I cannot think of any valid reasons since this affects the livelihood of an interpreter who may have set aside days and rejected other assignments."*

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*"If the interpreter is removed for any reason other than a cause in which the interpreter is at fault (let's say, they get arrested...), payment should be in full [...]"*



## Deaf Community

### General Concerns | Community Responses

This section is dedicated to general concerns presented by our colleagues serving the Deaf and Hard-of-Hearing community. The responses included here are specific to the Deaf community.

*“The Deaf/HH community is much smaller than other communities requiring interpreting services, therefore assignment conflict of interests are greater because ASL interpreters cover a diverse array of assignments and are deeply connected to the Deaf community. Sufficient scheduling notice (12-24hrs) and name of client are essential elements of accepting work. Some jurisdictions will not provide the name of a potential juror.”*

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*Need to know names of Deaf clients and the nature of the case ahead of time so discretion can be used in accepting or declining an assignment.*

*It’s very important to me that all court interpreters are currently RID certified, not operating under someone else’s certification through an agency. This needs to be enforced.”*

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*“Getting a properly qualified team [is one of the greatest challenges]. Getting preparation information [is a change that would better accommodate my professional needs]”*

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*“When I inform the AOC or the Court that the situation requires a team of interpreters or a Deaf-Hearing team, I am consistently ignored. I do not request these things as a default requirement, and when I say they are \*required\* I am not making a \*request\*. I expect my professional assessment of a situation to be met with respect and support.”*

## Summary of Recommendations

This section provides a concise summary of MIAC's position and proposed improvements to the Maryland Court Interpreter Program by topic.

### Compensation

- Maryland interpreter compensation should be revised to reflect a cost-of-living adjustment (COLA) calculated from the year 2004, the year of the last adjustment.
- To prevent future stagnation of compensation, interpreter compensation should be subject to COLA review and adjustment at minimum every 2 years or when otherwise practicable by the Judicial Council or its designee. This review should be open and transparent, and rely on publicly available data from official sources.
- Consideration should be given to amending the current policy that limits travel compensation only to assignments located more than 30 miles away.

#### Proposed Cost of Living Adjusted Compensation

Maryland freelance court interpreters have not received a fee adjustment of any sort in 17 years. COLA calculations alone – based on the U.S. Bureau of Labor Statistics Consumer Price Index<sup>6</sup> (BLS CPI) data from January of 2005 – the date of the last increase – to November of 2021 are as follows:"

Certification Level	Current Compensation \$/hr	COLA hourly equivalent \$/hr	U.S. BLS CPI Adjustment %
Certified	\$55	<b>\$80.16</b>	<b>45.75%</b>
Qualified (no certification available)	\$45	<b>\$65.59</b>	<b>45.75%</b>
Qualified (certification available)	\$40	<b>\$58.30</b>	<b>45.75%</b>

### Scheduling

- Based on overwhelming support from those surveyed, Maryland should adopt a "half-day / full day" scheduling system as seen in other jurisdictions. (half-day 3 ½

hours, full-day 7 hours) A “half-day / full-day” scheduling system would promote consistent coverage, improve collaboration with coordinators, and demonstrate consideration and respect for the interpreter's time.

- Overtime beyond seven hours paid at the established hourly compensation.

## Cancellation / Removals

- Canceling an assignment with less than 48 hours' notice should compensate the interpreter for the full length of time reserved for that assignment. To promote efficiency and collaboration, interpreters may, at their discretion, agree to provide coverage to the contracting courthouse for any new assignment, but should never be compelled to do so under the threat of loss of compensation. The interpreter should not be obligated to provide service beyond the original bilaterally agreed contract.
- Removal of a confirmed interpreter should only be exercised with good cause. If the removal occurs within the 48-hour cancellation period, the interpreter should receive the appropriate cancellation compensation.

## Deaf / CDI Concerns

- When possible, interpreters for Deaf court users should be provided with names of those requesting service as well as other relevant information to prevent conflicts.
- Ensure that agencies contracting with the Maryland Judiciary properly represent the certification status of the individuals providing service and abide by contract terms regarding interpreter compensation.
- Support interpreters' professional judgment when requesting additional resources, such as team interpreting.

## Other Concerns

- At this time, the bodies that set policy and make administrative decisions about language professionals are chaired by respected and experienced judges, clerks, attorneys, and others. However, none of these bodies includes nor consults with full-time working language professionals when discussing policy changes that affect the Maryland interpreter community. MIAC believes it is of vital importance for language professionals to be consulted and properly represented before changes that affect their compensation, working conditions or responsibilities are enacted.



## General Feedback

Along with the multiple choice questions, interpreters were given the opportunity to provide general feedback. The quoted portions have not been edited other than to correct minor spelling or grammatical errors. Due to editorial constraints, not all answers received have been included.

Survey takers were asked: **“What's important to you? Feel free to include any comments or concerns not addressed by a prior response.”**

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*“The pay is very low. Min hours need to be 4 hours or 8 hours not 2”*

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*“Rate change to reflect cost of living is overdue.”*

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*“Compensation. I cannot make a living as a Maryland State Court Interpreter at current compensation. The entire package must be viable for those who wish to do this work professionally.”*

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*“Failure to adjust compensation will result in unacceptable attrition and a deterioration in language-neutral access to justice”*

---

*“Proper compensation based on the cost of living. Block system plus travel is preferable.”*

---



*“If the scheduler specified 4 hrs reserved, the interpreters should be free to leave for other assignments after the 4 hours committed. This has been the standard practice in the independent interpretation contracting profession.”*

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*"Thank you for the work you are doing on behalf of MD Interpreters! [...] One problem I encounter often is the minimum time reserved. If we are reserved for two hours, I think it should be assumed that we only have the two hours available, unless there is specific mention in the assignment description of more time required. [...] I believe they should be paid for the number of hours they are asked to reserve. This is the policy I use for work outside of court."*

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*"Interpreters should also be protected from retaliation by coordinators when they defend their rights per MD Contractual State Law"*

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*"The compensation rate is too low and the min hours should be 4-8 hours since we block the whole day for the assignment."*

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*"Annual COLA increase, full day pay for full day booking"*

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*"My main concern is compensation. All scheduling issues can be addressed finally as compensation issues as well. I cannot operate a small business and render a professional service at status quo. I'm expected to fund my own health insurance, retirement program, sick days, and vacation time. I cannot do so at the current compensation being offered to Maryland Certified Court interpreters. Think about what it costs to care for the matters identified herein and make a living. Many 2-hour assignments end up consuming a portion of the morning and a portion of the afternoon, and then I am not able to schedule other matters. This causes me to seek work in other non-State venues. If a compensation package is created that is viable, I will provide the Maryland judiciary with professional service of the highest standards and promote a positive work environment for my colleagues."*

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*"Knowing that the system acknowledges the value we interpreters bring to everyday communication, and is working to make sure our voices are heard!"*

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*“Hourly compensation and the block of hours are most important to me. The pay should at a minimum keep up with inflation and cost of living.”*

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*“I'd like to know why the hourly rate has not changed for so long.”*

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*“Government rate is so different from what we earn in other legal interpreting in my language. It will be appreciated if the market rate and work conditions can be reflected in the future changes.”*

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*“Increase the hourly compensation which is very low”*

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Abridged Ver. 1.1



**MIAC** as represented by:

Garrett M. Bradford

Caroline Schutz

L. Joel Benningfield

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Supplementary United States Census Bureau. *Maryland Profile. 2019 American Community Survey 1-Year Estimates.* (<https://data.census.gov/cedsci/profile?g=0400000US24>)

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