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TRANSLATION AND DUE PROCESS

Virginia Benmaman

Due process requires that criminal defendants be given the means to understand the charges lodged against them in a language they understand. In many instances, oral renditions of critical documents have been deemed sufficient to satisfy this requirement. Yet in recent years, the defense bar has begun to question whether interpretation of the proceedings together with sight translation of selected documents are sufficient to meet the needs of the accused. In response, several federal judges' orders and appellate court opinions have shown a growing concern with the translation of pertinent documents in criminal proceedings involving defendants who demonstrate limited English proficiency. However, which documents should get translated, the applicable translation rate, and who is responsible for payment are matters about which there is little uniformity.

In a 1992 case, *United States v. Quesada Mosquera et al*, 18 Spanish-speaking defendants were indicted in the Eastern District of New York for conspiracy, narcotics and money laundering. All required interpreters. Ten defendants retained attorneys and eight were provided with assigned attorneys pursuant to the Criminal Justice Act.

On December 9, 1992, after a hearing in the case, United States District Judge Weinstein issued a memorandum and order stating, "All present recognized the obstacles faced by the non-English speaking defendants in fully understanding the nature of the proceedings." The judge observed that even using electronic equipment, one interpreter was not sufficient for all the defendants during court

proceedings. Given the number of defendants, lawyers, and the huge quantity of tapes and documents of evidentiary importance (government evidence included more than 550 tape recordings in Spanish, transcripts and 1,103 telephone calls in Spanish and English, and some 10,000 documents), the judge ordered the government to "supply a copy of the indictment translated into Spanish for each defendant. All documents, except motion papers and original evidence, shall be translated into Spanish."

In response to the Court order, the Government moved in January 1993 for reconsideration on the following grounds: (1) The court had exceeded its authority because the order was not supported by constitutional statute or rule; (2) Compliance would be exceedingly burdensome and unreasonable; (3) Congress had not appropriated funds for this purpose and the court lacked power to act with funds that had not been duly appropriated; and (4) A severe shortage of qualified interpreters would stretch even further the small pool of qualified interpreters who handled growing numbers of multi-defendant cases.

Rationale for the Court Order

Argument on the government's motion was heard in early March. In his response dated March 16, 1993, Judge Weinstein countered the government's objections by referencing four main sources in support of his authority to issue the original order.

- 1. Constitutional:** The sixth amendment to the U.S. Constitution gives a defendant

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MESSAGE FROM THE CHAIR

As I write, the Eastern Regional Conference of February 1, 2003, is about to take place. The selection of Fordham University as the conference site is to be commended. The Board would like to thank Sandro Tomasi and all the ERC Committee members for their work in organizing this event. It looks to be a great conference.

NAJIT's Educational Conference and Annual Meeting scheduled for Memorial Day weekend, May 23-25, 2003, is in the process of being set. The program will soon be announced. The committee charged with organizing the annual education conference has been busy selecting the both the pre-conference and conference presenters. The committee is working very hard to keep this conference within the economic possibilities of all our membership. The negotiated room rate is the lowest in many years. Nashville is a hub for several airlines and the rates available today are very reasonable. Finally, the Board has approved a conference rate that is also very attractive.

It is the goal of the Conference organizing committee to make this conference one of the most economical *and* beneficial ones ever. Any suggestions or recommendations you may have regarding materials, sponsors or vendors should be sent to the committee as soon as possible. The members of the committee are: Judith Kenigson Kristy, Richard Quiggins, Sandro Tomasi and myself. Members of the newly organized Tennessee Association of Professional Interpreters and Translators are also working to help plan our event. Don't delay, make your hotel and airline reservations now!

In keeping with this Board's goal of reactivating NAJIT's committees, it is with great pleasure that the Board announces that Sylvia Zetterstrand of Boston, Massachusetts has agreed to chair the Publications Committee. I know she will bring her superb professional resources to this project. Anyone interested in working with this committee should contact its Chairperson.

Thank you for all your support. See you in Nashville!

Cristina Helmerichs D.
Chair, NAJIT Board of Directors

CALL FOR NOMINATIONS

The Board of Directors hereby announces that the Annual Meeting of the Association will be held on Saturday, May 24, 2003, at the Sheraton Music City Hotel, in Nashville, Tennessee. The terms of directors Judith Kenigson Kristy and Holly Mikkelson are expiring, and two directors will be elected for two-year terms. Members are invited to recommend potential candidates to the Nominating Committee, consisting of:

Albert G. Bork, Chair
Susana Stettri Sawrey

Samuel Adelo
Teresa Salazar

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NAJIT occasionally makes its member information available to organizations or persons offering information, products, or services of potential interest to members. Each decision is carefully reviewed and authorization is given with discretion. If you do not wish to have your contact information given out for this purpose, please let headquarters know and we will adjust our records accordingly.

TRANSLATION AND DUE PROCESS

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the right to be present at trial, a right to effective assistance of counsel and the right of confrontation. Presence assumes that the defendant has meaningful access to the proceeding and to relevant documents in order to assist in his or her defense. Due process (the fifth and fourteenth amendments) prohibits trying a criminal defendant who lacks the capacity to understand the proceedings. The Court cited other cases for the proposition that this prohibition includes those who are handicapped by an inability to communicate in English, stating, "Effective assistance of counsel is impossible unless the client can provide counsel with intelligent and informed input."

2. **Statute:** The Court Interpreters Act was cited as additional authority. Given an appellate opinion that found that so long as the purposes of the Act are met, use of interpreters is within the sound discretion of the trial court, Judge Weinstein employed such discretion when he concluded: "It is up to the trial court to decide on the extent and nature of translation services needed by a defendant." He noted, "The Act does not specifically address the right to translated documents."

The Criminal Justice Act (CJA) also allows the Court to exercise its authority to require interpretation of testimony or writings. A broad reading of the statute authorizes the Court to furnish "as needed" investigative, expert and other services necessary for adequate defense. Thus, these other support services include an expert interpreter's work.

3. **Rule:** Federal Rule of Criminal Procedure 28 authorizes the Court "to appoint an interpreter whose compensation shall be paid out of funds provided by law or by the government, as the court may direct." (In this instance, the major portion of funding for translations of discovery materials would be provided from CJA funds. The services of the coordinating administrative counsel would be paid from CJA funds as well.)
4. **Inherent Power:** (A) *Federal Courts* Numerous appellate opinions confirm a federal court's inherent power to control criminal practice and reaffirm the Court's responsibility to supervise the administration of criminal justice in order to ensure fundamental fairness. Weinstein states, "For a non-English speaking defendant to stand equal with others before the court requires translation."

(B) *Burden on the Government* *Gideon v. Wainwright* is cited as authority for the notion that costs alone do not override constitutional rights. Further, *United States v. Martinez* is quoted: "The use of courtroom

interpreters involves a balancing between the defendant's constitutional rights to confrontation and due process against the public's interest in the economical administration of criminal law."

Application of Law to Facts

Weinstein concluded that his original order was "consistent with the Act's mandated goals of enhancing parties' comprehension and communication with others involved in the proceedings. Nothing in the Act limits the Court's discretionary power to order that key documents be translated by the government." The Judge further countered the government's contentions by stating, "The fact there is a shortage of qualified interpreters in federal courts may not defeat a criminal defendant's sixth amendment interest."

Additional Observations in the Opinion

Extending the notion that summary interpretation was insufficient (*United States Ex Rel Negrón v. State of New York*), Weinstein also suggested that an interpreter's oral translation of a critical document was equally insufficient. He noted that the lack of translated materials makes defense counsel's task all the more difficult. If the client is unable to fully understand the evidence the government plans to present, his or her input may be limited, crucial facts may not be addressed, and the opportunity to challenge the government's evidence may be lost. The presence of a court interpreter during the hearings cannot fully compensate for this missing element. It was also noted that a mistranslation in writing is more easily identified than a misinterpretation of oral discourse.

Other Court Rulings

A review of case law reveals that scant consideration has been given to the document translation issue. To date, no court has held that a criminal defendant has a right to the translation of *all* discovery materials. Nor have I found any published opinions that indicate full agreement with Mosquera. To the contrary, several federal courts have declined to follow Mosquera, and appellate opinions have affirmed those rulings.

In *Cañizales-Satizabal v. United States*, the defendant, who spoke only Spanish, moved to set aside or correct his sentence. The district court denied the motion, but the defense appealed to the Seventh Circuit, claiming that due process was denied because trial documents had not been translated into Spanish and thus the defendant could not comprehend the proceedings. The defense motion relied heavily on the Mosquera opinion. The appellate court affirmed the trial court's decision to deny post-conviction relief stating, "This court has never held that a defendant has a constitutional right to have discovery materials

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CALIFORNIA INTERPRETERS MAKE HISTORY

Governor Davis Signs SB 371 Into Law

Mary Lou Aranguren

Court interpreters in California have won the right to organize in pursuit of better pay, working conditions and professional standards. A new law signed by the governor and sponsored by two professional associations will, for the first time ever, enable some 1300 certified and registered interpreters in California to join together as a group and negotiate a contract with the courts.

The Trial Court Interpreter Employment and Labor Relations Act becomes effective January 1, 2003 and applies to registered and court certified interpreters. The bill creates a new employee position called "court interpreter pro tempore" in each trial court. Certified and registered interpreters who had previously provided services as independent contractors will be entitled to a position as a pro tempore employee beginning July 2003 and will have the opportunity, during a two-year transition period, to choose a representative and engage in contract negotiations.

The court interpreter pro tempore position allows interpreters to work on a flexible, as-needed basis up to full time, and to continue combining work in the state courts with work in the private sector and the federal courts.

At the conclusion of the transition period, the trial courts may begin employing court interpreters in full-time or part-time positions, and may also continue hiring court interpreters pro tempore.

The new law also allows courts to hire independent contractor interpreters under certain conditions and provides that interpreters sixty or older may choose to opt out and continue working with the courts as independent contractors without restrictions. Independent contractor interpreters, however, are not entitled to participate in collective bargaining or representation in employer-employee relations.

The law prohibits courts from changing assignments or working conditions during the transition period in retaliation for exercising the employment rights established in the bill, and prohibits arbitrary disciplinary actions against interpreters, also providing a grievance process for violations of these provisions.

The law specifies that interpreters will negotiate a master contract in four regions with multiple courts and

employers in each region. This arrangement allows interpreters greater leverage in negotiations and representation as a distinct group of professionals, rather than as part of a bargaining unit with other court employees. The regional bargaining system will also allow interpreters to negotiate an arrangement under which they accrue benefits based on their cumulative work in several different county courts.

The Bay Area Court Interpreters Association (BACI) and the California Federation of Interpreters (CFI) jointly sponsored the legislation and led the campaign for its passage. The California Court Interpreters Association opposed the legislation because it restricts the courts' use of independent contractors.

History of SB371

BACI-CFI pursued legislation to grant court interpreters collective bargaining rights based on interpreter input, consultations with labor attorneys and research into employment options. After many years of stagnant rates, it became evident to

The law specifies that interpreters will negotiate a master contract in four regions with multiple courts and employers in each region.

interpreters that the system left us only two options: take it or leave it. Over the years, many interpreters left the profession because it offered few opportunities for growth and advancement. In a surprising show of solidarity, California interpreters in 1998 collectively withdrew their services from the courts on several occasions and made gains in the area of compensation. But the fact remained that interpreters' only options as independent contractors in the courts were to accept any changes imposed upon us, or to leave (or threaten to leave) the courts. But there was a third choice: change the relationship altogether. In the belief that interpreters were actually de facto employees without rights or benefits, BACI and CFI decided to challenge the value and validity of our independent contractor status.

After researching and approaching several different labor organizations, BACI and CFI affiliated with the Communication Workers of America/The Newspaper

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Response To States' Tales of Woe

Kathleen M. Orozco

In response to "Requiem for an Interpreters Office" (*Proteus*, Summer 2001) and "20 Years Without a Pay Raise" (*Proteus*, Fall 2002), I thought it might be helpful for court interpreters in Arizona and Hawaii (the states described in the articles) and in other states as well to have a point of comparison: the current working conditions for court interpreters in Cook County, Illinois.

A Typical Tale

Illinois in general, and Cook County in particular, share many of the same deficiencies as those described in Arizona: a less-than-welcoming attitude towards interpreter suggestions, the failure to identify and attract qualified professionals, a lack of support at the level of the Chief Judge for the development and retention of professional standards, and no real salary mechanism in place which rewards those with higher levels of qualifications and experience. Along with our colleagues in Hawaii, we too have experienced the slippery slope of stagnant full-time and part-time salaries for twenty years, relative to the area cost of living. We, too, were greeted with indifference from the Chief Judge's office when interpreters signed a petition for a pay raise. We also live with the popular expectation that we will drop our private clients and personal lives at a moment's notice for the convenience of a judge who suddenly decides to work into the evening hours. Cook County interpreters are only too familiar with being ordered to perform non-interpreting functions, receiving rude treatment by some court personnel, and an aborted National Center for State Courts (NSCS) experiment with "certification," which turned out to be no certification at all. All, alas, very familiar phenomena for interpreters working in any number of states, perhaps nowhere as evident as in the Cook County court system, arguably the largest in the nation.

From Bad to Worse

Illinois for too long enjoyed the dubious distinction of living in the "prehistoric age" of court interpretation, in comparison to such states as Arizona (which *did* create and insist on high professional standards for many years) and Hawaii (where interpreters managed to achieve representation on the committee on state certification).

In Cook County, individual interpreters made sporadic attempts over the years to improve things. But even after the appointment of a progressive, bilingual Director of Interpreter Services, the Chief Judge's office continued to turn a blind eye to the need for quality interpretation in the courts. By the late nineties and early zeros (can I coin such a term?), nothing substantive had materialized, except that some Spanish interpreters had passed the NCSC certification test (bringing them no recognition or improved compensation). In fact, many of them wondered why they had been required to study for and take the oral exam at all. Worse yet, new Cook County interpreters are not required to take such an exam, and many have never even heard of it.

Look This Gift Horse in the Mouth

In January of 1999, the Cook County courts decided to start deducting federal and state taxes and county retirement benefits from interpreter "independent contractor" paychecks. To sweeten this take-it-or-leave-it "new order" of things, part-time interpreters were offered an insulting increase of \$20.00 a day. We were now up to \$60 for a half-day and \$120 for a full day's work. In terms of net disposable income after deductions and the rising cost of living, we were worse off than before.

Where There's a Will...

Yet another litany of woes facing professional interpreters in state court systems? But when conditions become intolerable, it can be a great spur to action. In December 2001, 63% of voting court interpreters in Cook County took the unprecedented step (for us) of voting for a union, the Chicago Newspaper Guild, to be our professional representative to negotiate an actual work contract. Our experience in having obtained collective bargaining rights and in negotiating a contract has, thus far, been a highly positive one. We're more than happy to share it with other professionals.

Contract Negotiations

Interpreters in this county decided to follow the lead of their colleagues in California and New Jersey: to seek

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We, too, have experienced
the slippery slope of stagnant
full-time and part-time salaries
for twenty years.

RESPONSE TO STATES' TALES OF WOE

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representation. We set about learning how to have a successful organizing drive (having interpreters sign cards to authorize an election for professional representation) to ensure that their demands are heard by the powers-that-be, namely, the Chief Judge's office. We energetically set about writing a contract proposal that recommends a set of sensible, uniform employment conditions which enable interpreters to truly serve the court's language needs. We insisted on the implementation of *our own* standards of professional practice by incorporating the NAJIT code of ethics into the contract proposal. We proposed fair salary schedules for full-time, part-time, and sign language interpreters that reflect the demanding skill level of the job and their true worth as an indispensable component of the criminal justice system. Four years of dedicated efforts have resulted in an interpreter salary negotiations committee that is currently negotiating a written work contract with court administration. This document will spell out fair, unambiguous, and legally enforceable conditions of interpreter pay and usage according to defined blocks of time. Cook County interpreters are justly proud of this achievement. It should of course be emphasized that this is a work in progress, and that much still remains to be done before a final contract is ratified. What made the difference? Instead of isolated interpreters informally spearheading petitions for salary increases and more professional treatment, Cook County interpreters demanded (and eventually achieved) professional contract representation.

Can Collective Bargaining Work in Your State?

To help you answer this question, we recommend the following steps:

1. **Investigate** your state labor laws and prior case law on this issue, by soliciting the advice of a labor law attorney in good standing with your state bar association. If this professional doesn't know the answer to this specific question (whether it is legal to organize for contract representation in your state), determine how willing he/she is to truly research this issue for your state's interpreters, based on a detailed study of prior case law. Beware of pat answers such as "No, I don't think you qualify. Aren't you people all independent contractors?" or "I don't see why you wouldn't qualify. Don't the courts really use you kind of like regular employees?" These and other "superficial" answers, while well-intentioned, will *not* necessarily be applicable to the labor laws of *your state* regarding the use of similarly situated professionals. Your professional association may be able

to obtain a pro bono referral, through an attorney you may already work with in court, to help locate a specialist in labor law. You or any colleague can, of course, contact The Newspaper Guild (which already includes the Translators and Interpreters Guild, or TTIG, as a chapter) absolutely free to make initial inquiries (to help interpreters determine whether their state qualifies for such an option).

2. **Shop around.** Contact other *public sector* (state and county employee) unions to assess their knowledge base and level of expertise in representing groups of specialized, highly skilled *public sector* professionals such as interpreters. If the unions you contact do not yet possess such credentials, how willing are they to work with interpreters and learn about our unique work conditions and fair compensation rates? Your professional association (or group of like-minded colleagues, if you don't yet have a professional association) should become informed consumers before entering into an organizing drive with any union. Your professional association or group can invite representatives from the court's largest and most influential employee union or unions to address your membership, for a solid basis of comparison, to explore what each one can and cannot offer your members. There is absolutely no obligation for the information. It really pays to shop around. Reach a consensus among your association members (or interpreter colleagues) as to which (if any) of these unions is one they feel is seriously committed to working *for interpreters*. Ask other court employees (probation officers, court clerks, court security personnel and public defenders) how satisfied they are with their union's representation, and keep a record of comments to share with interpreters attempting to organize.
3. **If you determine that your state labor laws specify the right to bargain collectively for similarly-situated groups of professionals, and that you and your colleagues have reached a true consensus on the union you wish to work with),** then pose the question seriously to colleagues at-large: Are we willing to truly work in a sustained, organized manner to *permanently* improve work conditions for ourselves and others in our state (or county) court system, in the form of a *written contract*? Get a "feel" for how many interpreters would be willing to organize themselves by administering short, informal oral and written surveys (they can be anonymous). If the results are largely favorable, then continue to next step!

4. **Network actively** with colleagues from states which already possess, or are on the way to negotiating, their own work contracts. They can help you implement successful organizing strategies that take into account your state's *unique and regional or local* interpreter situations. Colleagues who have been through this can help you to anticipate and deal effectively with possible legal and practical challenges. What works in New Jersey or Cook County may be only somewhat applicable to Hawaii, Arizona, or other states, but you can still learn from others' tactical accomplishments and mistakes (we've certainly made our share of the latter, and lived to tell about them).
5. The most vital step of all: **reach out individually**, in person and telephonically, to *every interpreter* working in your court system (all languages) to obtain the commitment of a *significant majority* of your colleagues to this effort. In some states, this "threshold requirement" is as low as 30%, but most unions require at least a 65-70% level of commitment in order to request a representative election. Interpreter bargaining units may be large or small; it's the *percentage* of committed individuals *within* such groups that can ensure a successful outcome. It takes organization and determination, one person at a time.
6. **Organize** like-minded colleagues to contribute the skills they master best, in the areas of public speaking, writing, individual persuasion, nuts-and-bolts mechanics of scheduling and attending meetings, starting a web site to disseminate information and solicit feedback and suggestions, or publishing a newsletter with regular progress reports on such efforts. Constant communication and exchange of ideas is essential. Try to distribute tasks fairly and evenly, so that one or two interpreters don't end up doing the bulk of the work.

Was It All Worthwhile?

To this question, the Cook County interpreters currently engaged in contract bargaining negotiations can give you an unequivocal YES. For the first time, court interpretation is being perceived by many as a financially rewarding occupation with real career-track potential.

Collective Determination—Measurable Results

Cook County interpreters are still faced with abysmal salary levels, a profound lack of professional respect, unresponsive administrators, and a lack of sustained interest on the county and state levels in the development of any uniform standards of practice. We were, nevertheless,

CALIFORNIA INTERPRETERS MAKE HISTORY

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Guild (CWA/TNG). Then, with resources provided by CWA/TNG, we stepped up the grassroots movement that had begun many years before. We held organizing meetings with interpreters, phone campaigns, card gathering campaigns—and we mailed countless publications. After establishing majority support from interpreters to pursue employment and collective bargaining, we were lucky to find the best author for our bill. Senator Martha Escutia, Chair of the Senate Judiciary Committee, together with her staff, was invaluable in our negotiations with the Judicial Council. The bill was almost derailed on more than one occasion, but through sheer tenacity and hard work it has finally become law.

Court interpreters in New Jersey and Cook County Illinois are represented by the Communications Workers of America, and New York interpreters are also unionized employees. The new employment system in California now gives the largest group of court interpreters in the nation the choice to organize. We will have the opportunity for greater control than ever before in how we work with the courts. The right to unionize and negotiate an enforceable contract is a foundation on which to build a strong profession. However, interpreters will have to be the architects and engineers that shape the profession. Interpreter participation and unity will determine the success of the new employment system. Through our own efforts we can pursue tangible benefits and the professional standards and recognition that we deserve.

[Mary Lou Aranguren is a California state certified court interpreter. She was a founding member of the Bay Area Court Interpreters Association (BACI) and Legislative Director for BACI and the California Federation of Interpreters, joint sponsors of the new law.]

able to achieve contract representation. Such a method has very real potential, *in states which utilize court interpreters on a regular and frequent basis in the capacity of quasi- or de facto employees*, to improve court interpreter pay and work conditions dramatically. Many voices speaking as one can potentially result in long-lasting professional gains for all.

[Kathleen Orozco is a Cook County qualified and federally certified court and conference interpreter practicing in the Chicago area. She has also interpreted in the Los Angeles Superior courts. You may contact her at (708) 445-0303 or at alphaom543@aol.com for more information on contract representation for court interpreters.]

TRANSLATION AND DUE PROCESS

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translated into his own language." The opinion further held, "Even in Mosquera, a complex case involving multiple defendants and extensive documentation, the district court held only that a court may, and under those circumstances should, order documents translated into a defendant's language. The interpreter statute does not require written translations."

A similar case appeared in the same district the following year, 1996. In *United States v. Ortega Vargas*, the defendant had never requested a Spanish translation of the indictment or relevant statutes during the proceedings and did not pursue it on appeal, but raised the issue for the first time in a petition for post-conviction relief. The court cited its holding in *Cañizares-Satizabal*, and repeated, "This court has never held that a defendant has a constitutional right to have documents translated into his own language."

In *De La Rosa v. United States*, another district judge in a published opinion rejected outright Judge Weinstein's position in *Mosquera*. The petitioner in *De La Rosa* claimed he was entitled to a translation of the indictment and other documents, which had not been provided. The Court referred to the Court Interpreters Act and reiterated, "As long as the purposes of the Act have been met, the appropriate use of translation services is a matter within the sound discretion of the district court."

In March 2002, *United States v. González-Vasquez et al* in a district court in South Carolina presented a situation similar to *Mosquera*. Twenty-two defendants were charged with running a gambling and drug smuggling operation in several federal correctional facilities. Five were Hispanic; four required the services of an interpreter. At issue were over 900 pages of discovery material and the logistics of administering materials to the various defendants. Security was also a major concern since the information in many of the documents could not be revealed to other inmates.

In August 2001, counsel for the Hispanic defendants joined in a motion requesting translations of all documents. The *Mosquera* case was cited, with arguments similar to those raised in *Mosquera*, as described above. The government's response was also similar: they maintained that the current state of the law indicated that criminal defendants have no constitutional right to written translations of discovery material. Interestingly enough, however, the government softened its position later by stating, "However, in an abundance of caution the government agrees with the court's observation that some accommodation of the defendants' concerns is appropriate." The judge subsequently ordered a translation of the discovery related specifically to the Hispanic defendants, to be funded under the Criminal Justice Act. The volume was reduced from 900 to 475 pages, to which several dozen were later added.

In denying the motion to order translation of *all* the discovery material, the judge cited (1) excessive cost, (2) extensive delay in trial date, and (3) concern about setting a precedent in South Carolina which would allow future limited English-proficient defendants to request similar accommodation.

Yet something of a precedent remained, since in another case in the same district, the presiding judge, Dennis Shedd, ordered translation of the plea agreement and eight pages of an investigation report that related specifically to three Hispanic defendants, to be funded under the Criminal Justice Act. This same judge has recently been appointed to the Fourth Circuit Court of Appeals. He may become an influential voice on the Court of Appeals regarding translation issues.

Conclusion

Judge Weinstein's opinion in *Mosquera* is merely persuasive authority, and not binding on district courts in his own or other circuits. Yet many federal district courts as well as state courts probably routinely order translations for limited English-proficient defendants of key case documents such as indictments, plea agreements, and pre-sentence reports. However, neither court system has uniform policy or a uniform fee schedule for such translations. One district court that I know of is currently researching the topic, and perhaps a policy will be forthcoming. If a model were in place, other courts would be able to refer to it in formulating their own policy.

In this writer's opinion, the question is not whether in the future translations of major documents and some discovery materials will be provided, but rather *which* documents should be routinely translated in order to uphold the due process rights of all defendants.

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[The author, a federally certified Spanish interpreter, is Director of the Bilingual Legal Interpreting Graduate Program at the University of Charleston. A version of this paper was read at NAJIT's Eastern Regional Conference in 2002.]

CONFERENCE

NAJIT EDUCATIONAL CONFERENCE FEE SCHEDULE

Sheraton Music City Hotel • Nashville, Tennessee

Memorial Day Weekend • May 23-25, 2003

	Member Earlybird (by 4/24)	Nonmember Earlybird (by 4/24)	Member Regular	Nonmember Regular
Preconference Workshops	\$80	\$100	\$120	\$140
Conference – all events	\$270	\$295	\$320	\$345
Speaker’s conference registration	\$220	n/a	\$260	n/a
Spouse or Guest Package	\$130	\$130	\$130	\$130
Extra Opening Reception Tickets	\$ 70	\$ 70	\$ 70	\$ 70

Please note that these fees represent the best price in years for our annual conference. With air fares a bargain and an excellent hotel at the unusual price of \$79/night, this will be remarkable value! Join your colleagues for networking, professional development, and a lot of fun. Check the website at www.najit.org for conference schedule and details of the program.

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“I love Nashville because it offers all the exciting things of a large city, neat events, great restaurants, sports teams, a variety of places to shop, intriguing historical sites, etc., yet retains the warmth and charm of a small town.”

— Joe Diffie, guitarist

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In Memory of Alicia Betsy Edwards

March 21, 1941–June 28, 2000

Arlene M. Kelly

Abbreviated lives always awaken a sense of pain. The loss of Alicia Betsy Edwards is one that I and others continue to feel. Although she died in June of 2000, a series of broken communications delayed my learning of it. Having found that many NAJIT members were also unaware of her passing, I am making a belated public announcement.

The Practice of Court Interpreting was my first introduction to Alicia Edwards. I now assign it in my classes in legal interpretation. I first saw her at a NAJIT conference in Miami some years ago. Later, a mutual acquaintance who thought we had a lot in common introduced us, and our friendship, which endured, grew from that time forward.

Alicia hailed from the Boston area, grew up in a monolingual home, majored in history, traveled extensively, had lived outside the United States, held a Ph.D. with a concentration in Latin America, and returned to Boston to care for elderly parents. All this we had in common. While interpreters and translators are accustomed to meeting interesting and accomplished colleagues, it is rare to find another whose experiences so closely mirror our own. Alicia and I had a strong foundation to our relationship. We even lent each other dictionaries—we trusted each other to that extent!

A high school classmate of hers, Sheryl Bingham, recalled deciding to spearhead the opposing slate in school elections at Milton Academy in Milton, Massachusetts. There was an unspoken yet palpable prejudice against day students by boarders. When Sheryl offered an alternative to the in-crowd slate, Alicia offered to manage her campaign. Other students were not particularly friendly at the time and Sheryl greatly appreciated Alicia's unbidden offer of help.

Colleague Janis Palma remembers a demanding State Department job, which landed a group of interpreters in Oklahoma over Thanksgiving one year. Everyone was depressed, and Alicia planned and held a Thanksgiving dinner, which raised everyone's spirits.

Alicia's hospitality included dinners, gatherings and chats over coffee. Francis X. Burton, ASL interpreter at the Superior Court in Washington, D.C., remembers invitations to talk over life's peculiarities over *cafecito* (for Alicia, always Cuban coffee) in Alicia's modest apartment. Francis and Alicia also enjoyed canoeing along the C & O

canal in a national park in Maryland. Physically Alicia was slight and her strength at the oars surprised Burton. Alicia exercised, swam and was a mountain climber, having climbed Mount Blanc, Mount Vesuvius, Mount Monadnock and Mount Washington. She shared her love of mountain climbing with her father.

Colleague Holly Mikkelson recalls: "The first time I met Alicia was in about 1978, when I was on my first State Department escort interpreting assignment. She had been interpreting for a group of Mexican sociologists, but couldn't interpret for the end of their visit due to another commitment. I was brought in to replace her, and I was very nervous. She met with me to brief me on the visitors, and reassured me that everything would be fine. Although the visitors were very polite, I don't think I came anywhere close to filling Alicia's shoes. Her masterful book, *The Practice of Court Interpreting*, and her contributions to the NAJIT listserv reinforced my appreciation for both her expertise and her clever wit. I never had a lot of personal contact with Alicia, but she was someone I admired from afar. I feel privileged to have known her, and will feel her loss deeply."

Even after her doctorate (in history with a specialization in Latin America), Alicia was an indefatigable student, taking courses in France, Spain, Italy and Portugal. She did a stint as editor of *Américas Magazine*. Beginning in the 1970's, she published poetry, translations and reviews in many venues. After becoming federally certified as a court interpreter, she taught interpretation and translation at Berkeley and also helped train interpreter teachers.

Alicia's Spanish was Cuban Spanish, not the classic Castilian that most schoolchildren learn. Teresa Romano, also at the D.C. Superior Court, remembers how amazed she was at hearing Alicia's Cuban accent in Spanish; in English, Alicia sounded like a real Bostonian.

In the mid-1990's Alicia moved from Washington, D.C., to Boston to care for her aging parents. After her father's death she remained to care for her mother. She began to investigate her recently discovered Jewish heritage, and busied herself editing and annotating hundreds of letters written by her father to her mother during the Second World War. As a surgeon for the evacuation hospitals on several fronts in the Mediterranean, her father had written home nearly every day. The task, involving extensive

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EXECUTIVE DIRECTOR'S CORNER

A CONTRACT AMONG THE MEMBERS

One thing everyone in our profession knows is that success requires continuous learning. Richard Saul Wurman, in his fascinating book *Information Anxiety*, defines learning as “remembering what you’re interested in.” Unlikely as it may seem, one of the things I love learning about is how organizations are governed. In the abstract, “rules of order” and “parliamentary procedure” are incredibly dull. When they become concrete, interesting issues arise.

Your board is taking time this year to reflect on its own processes. The board is revising longstanding policies and establishing some new ones. The goal is to ensure that we have the best possible roadmap for navigating NAJIT's future. Revised financial guidelines have now been approved, and the board is working on board communication and meeting guidelines. (Approved policies, like the bylaws and the board minutes, are posted on our website.) As part of this process, the board is reviewing possible changes to the NAJIT bylaws. This is being done with the goal of ensuring that the bylaws reflect current reality, and are as efficient as possible.

One change has already been approved, and I will give a preview of it in this column. As the bylaws now stand, newly elected board members take office the month after the election. The board will request the membership to change the word “month” to “day,” so that the new members can participate in the in-person meeting that takes place after the Annual Meeting and Educational Conference. The new members deserve the opportunity to take an active part in the next board meeting held after their election. Without such a change, the outgoing board members would be

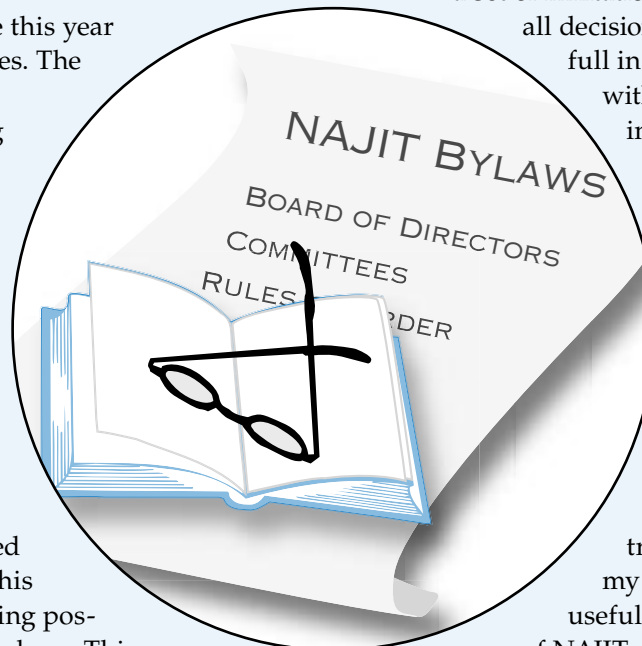
in a “lame duck” position, making decisions that they will not be called upon to implement. This change will allow for a more realistic pattern of governance.

As a matter of personal and professional interest, I've done a little research into bylaws. While the word often evokes the MEGO response (my eyes glaze over!), in fact bylaws are very significant for any organization. In the words of professional parliamentarian Joyce L. Stephens, bylaws are essentially “a set of limitations.” If there were no bylaws,

all decisions would have to be made at a full in-person meeting of members, with the will of the majority making the decision. This is obviously not a practical method for a society of our size and geographic spread. So the NAJIT bylaws have established a board of directors, committees, and rules for how elections and the annual meeting shall be conducted.

Another authority refers to bylaws as “a kind of contract among the members.” To my way of thinking, this is a very useful way to view bylaws. Members of NAJIT agree, by the act of joining, to abide by the bylaws and to conduct NAJIT business in accord with them. When circumstances change, it is to be expected that the agreement, the contract, may have to change too. In this way the “set of limitations” can be tailored to reflect current realities. I hope that when the ballot comes in the mail, if you, the members, judge the recommendations of the board to be wise, you will take the time necessary to send your ballot in and approve them. This is one way in which you can contribute to NAJIT's well-being, and help position it for the future.

Ann G. Macfarlane
Executive Director



WELCOME NEW MEMBERS

October 1 – December 31, 2002

Aidibi, Fatima. Dearborn Heights, MI.
Azurmendi, Alejandra. CF, Buenos Aires, Argentina.
Cader, Licia. Pensacola, FL.
Castillo, Barbara. Hawthorne, CA.
Chin, Stephanie. New York, NY.
Cordero, Rosa-Nellie. Saluda, SC.
De Villiers, George. McAllen, TX.
De Villiers, Maria. McAllen, TX.
Devine, Aracely. Lancaster, CA.
Eberenz, Linda. Athens, GA.
Font, Joaquin. Cambridge, MA.
Guzman, Maricela. Rock Island, IL.
Hamaoui, Nana. Hartsdale, NY.
Hanich, David. Lexington, KY.
Jacobson, Angela. New York, NY.
Lindquist, Peter. Tucson, AZ.
Lukichov, Eugene. Berkeley, CA.
Lyle, Jean. Durango, CO.
Melendez, Francisco. Des Moines, IA.
Miyata, Yuko. San Francisco, CA.
Nowicki, Jack. Marietta, GA.
Paraventi, Maria. Hallandale, FL.
Pepple, Milagros. Bay Village, OH.
Roberts, Brenda. Ontario, CA.
Sabiketi, Angela. London, UK.
Sham, Sylvia. Roswell, GA.
Shaw, Terri. Washington, DC.
Silver, Steven. Honolulu, HI.
Torres-Soto, Marcial. San Juan, PR.
Valencia, Roberto. Great Bend, KS.

California Judicial Council Credits for Northwest Regional Conference

Portland, Oregon • September 21, 2002

CIMCE #	Contact Hours	Course Title
1314	6 hours	Northwest Regional Conference

Holly Mikkelson, Secretary, NAJIT 11/20/02

CALL FOR NOMINATIONS

continued from page 2

The NAJIT bylaws, Article IV, Section II – Eligibility, read as follows:

“Any Active Member who attains two years of continuous membership as an Active Member in good standing as of the return date specified on the ‘Call for Nominations’ shall be eligible for nomination to the Board of Directors.”

Members may nominate themselves or may be nominated by fellow members. Please note, however, that the Nominating Committee has the responsibility of proposing the names of candidates for the election to the members, taking into account the need to ensure, to the extent possible, a balanced slate as far as language, geographical location and professional activity are concerned.

Members will have the opportunity to vote by mail ballot or in person in this election. The Board of Directors welcomes the interest and participation of all members in the governance of the Association.

The Board of Directors has established March 15, 2003 as the return date for all nominations.

ALICIA BETSY EDWARDS

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research and editing, was a labor of love and quest for knowledge about her father’s life. The letters filled three volumes, and she hoped to publish them some day.

On June 27, 2000, she was rushed to the emergency room. She became comatose and died on the following day. Her mother died some months later. Alicia is survived by a younger brother, Frederick T. Edwards.

Alicia had a keen sense of humor, a restless intellect and a sharp eye for foolishness. She was tolerant of others yet wise enough to know that tolerance is not always a two-way street. A thoughtful, accomplished professional and surprising in her many accomplishments, she contributed to the elevation of the field of judiciary interpreting and translating. She made the world better and will be missed by her colleagues.

[The author earned a doctorate in history in 1984. She is professionally qualified to interpret in federal court for French and Portuguese and was certified in Portuguese by the Office of Interpreter Service, Administrative Office of the Trial Court, Massachusetts. Since June 2002, she has been a full-time staff interpreter for Portuguese with the Office of Court Interpreter Services.]

DICTIONARY REVIEW

COPSPEAK: THE LINGO
OF LAW ENFORCEMENT AND CRIME

Margaret Redd

Tom Philbin, 1996
John Wiley & Sons
ISBN: 0-471-04304-4

Tom Philbin truly rolled up his sleeves and got down to business when he set out to compile *CopSpeak: The Lingo of Law Enforcement and Crime* (New York: John Wiley & Sons, 1996). Far more than a glossary of police patter, this very fine and entertaining little dictionary (monolingual, English) runs the gamut of phrases from medical examiners, prosecutors, and other professionals with whom cops work, to their quarry, also known as perps. Thus, under *p*, we find plain-language definitions for legal concepts *probable cause* as well as *prima facie case*; and we also find *petechial hemorrhages*, which might show up in the coroner or medical examiner's *postmortem* or *protocol*; descriptions of *pot* and *pcp*, along with a host of secondary slang references to popular street drugs (how many of us know the multiple ways one can consume marijuana in combination with other drugs? *Turbo*, *crack back*, *torpedo*, *fry daddy*, *geek*, *woolas* are all references to using crack and marijuana in combination). We also find terms used by cops to describe their own practices: *pinch* for "arrest, collar, or bust"; *pw* for "policewoman"; *pat down*, and things cops are not supposed to do, like *plant evidence* at the scene.

Philbin clearly enjoys his role as guide into the linguistic netherworld. Under the entry for *advise* ("to tell, notify, or inform") he adds an aside: "Police never say or tell anything; they advise." The same note is made about "observe" for "see" and "the subject" for "the target of an investigation." Related entries are cross-referenced. Thus, under *meateater* (a cop who takes significant cash bribes), the reader is also referred to *dirty* (a dishonest cop), and *grasseater* (a cop who is into bribes of lesser quantity). Other features include references to where a specific term first appeared in print, or in some cases, the word's etymology. For *felon/felony*, Philbin informs that although the origin of the word is uncertain, the Oxford English Dictionary gives a probable source as the Latin *fel gall*, "one who... is full of bitterness (or venom...)." A slang fanatic might even extract all the references to other sources of cop lingo and systematically compare different terms. Unfortunately,

Philbin does not include a bibliography, which would have increased the dictionary's academic value, but his inclusion of reference resources under individual entries makes this dictionary a treasure trove of police argot from disparate time periods. Under *squeal*, in the sense of *complain* (as opposed to "snitching") Philbin notes, "Squeal was part of police lingo by 1949, when it showed up in Sidney Kingsley's *Detective Story*, a Broadway play..." Similarly, for *dumdum bullets*, a type of hollow point bullet, we learn that they were first manufactured in a town in India called Dum Dum, and that an early citation to this type of projectile appears in an 1897 issue of the *Westminster Gazette*.

The author's sources are fairly broad. Although he demonstrates a predilection for terminology used by New York cops, he also made contacts with Detroit, the Midwest, and Los Angeles, and has included L.A. gang terminology. We have all probably heard "ten-4" at least once in the movies or on television, cop speak for "OK, I understand, I read you." But under the entry for Ten Codes, Philbin takes care to note that ten codes may have different meanings for law enforcement in different localities. For example, the NYPD uses "ten-7" to mean "away from car for lunch" while in my area (Kentucky), police and county sheriffs understand "ten-7" to mean "out of service"—not so different from "away from the car," except that I saw the phrase in a police report to describe a body found in a bathtub.

I enjoyed this dictionary and recommend it. It is not an ultimate, definitive work on police argot—impossible, after all, given the nature of argot—but for fans of detective fiction and police thrillers, and for those who already have some knowledge of the world of cops and criminals, this work will teach you things you had no idea you didn't know. For those for whom English is not a first language but who interpret in and around the courts, this work provides a truly impressive, well researched, comprehensible background to "copspeak," the language that is not quite standard-issue English, but reflects the world in which real cops live and breathe.

[The author is a federally certified interpreter who currently resides in Kentucky.]

CALENDAR

March 22, 2003. Miami, FL. ATA Medical Interpreting Conference. Information: fax (703) 683-6122 or e-mail conference@atanet.org. See also www.atanet.org.

April 3–5, 2003. Atlanta, GA. “Iron Sharpens Iron” organized by the Conference of Legal Sign Language Interpreters, Inc. Information: e-mail clsli@earthlink.net. See also www.clsli.com.

April 24–26, 2003. San Antonio, TX. Regional Conference of the ATA Spanish Language Division. Information: fax (703) 683-6122 or e-mail conference@atanet.org. See also www.atanet.org.

May 2–4, 2003. Jersey City, NJ. ATA Legal Translation Conference. Information: fax (703) 683-6122 or e-mail conference@atanet.org. See also www.atanet.org.

May 3–5, 2003. Buenos Aires, Argentina. IV Congreso Latinoamericano de Traducción e Interpretación. El Colegio de Traductores Públicos de la Ciudad de Buenos Aires. Information: e-mail info@traductores.org.ar. See also www.traductores.org.ar.

May 23-25, 2003. Nashville, TN. NAJIT Annual Meeting and Educational Conference.

June 13, 2003. Madrid, Spain. “Corporate Law in Spain and the United States.” Information: www.versalia.com or Intermark Language Services (888) 295-7113.

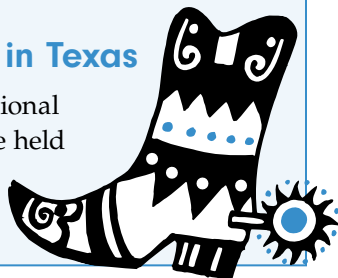
August 16, 2003. Omaha, NE. “Many Voices, One Message” organized by Nebraska Association of Translators and Interpreters. Information: e-mail janbonet@neonramp.com.

November 5-8, 2003. Phoenix, AZ. ATA Annual Conference. Information: fax (703) 683-6122 or e-mail conference@atanet.org. See also www.atanet.org.



Regional Conference in Texas

Plans are under way for a regional conference in September to be held in Austin, Texas. Watch the website for further details!



ITEMS OF INTEREST

On October 9, 2002, Oregon Supreme Court Justice Paul De Muniz swore in two court interpreters in a unique ceremony marking milestones for Oregon and Ohio courts. Keri Brewer became the first certified American Sign Language (ASL) interpreter in the Oregon state court system and one of only a handful of full-time ASL court interpreters in the United States. She oversees ASL interpreting services in the Oregon state courts in Portland and the Willamette Valley and is a resource to all Oregon circuit courts. Nationally certified in 1994 by the Registry of Interpreters for the Deaf, she earned her Legal Specialty Certificate in 2000. She has interpreted in Oregon and Texas courts and trained other ASL interpreters locally and nationally.

OHIO'S FIRST CERTIFIED INTERPRETER TESTED IN OREGON

Isabel Frammer, a Spanish court interpreter from Copley, Ohio, was sworn in as an Oregon certified court interpreter and at the same time became the first certified court interpreter in the state of Ohio. Justice De Muniz administered the Oregon oath by telephone, followed by Judge Schneiderman administering another oath in the Summit County courthouse in Akron, Ohio. Because Ohio has not yet developed a program to certify court interpreters, Ms. Frammer earned her certification in Oregon through the Consortium for State Court Interpreter Certification. In Ohio she served on the Interpreter Services Subcommittee of the Supreme Court of Ohio's Racial Fairness Implementation Task Force, which recommended a certification program for the Ohio courts. Since Ohio's program is not yet in place, she traveled to Oregon to take the Consortium certification test.

One of four founding members of the National Consortium for State Interpreter Certification, the Oregon state court system sought and received legislative authority and funds in 1993 to establish a certification program to establish qualification standards for court interpreters. Oregon's state court system has since developed a robust certification program, with more than 80 certified interpreters in Spanish, Russian, and Vietnamese, and another dozen who have completed most steps to obtain certification in Spanish. The Oregon state court system has reduced costs and expanded court interpreter services with full-time certified interpreters on staff in several courts. Those interpreters also ride circuit to serve other Oregon state courts and provide leadership and expertise to other states as they establish certification programs.

WEBSITES OF INTEREST

Would you like to review a language or law-related website for *Proteus*? Write to proteus@najit.org.

www.fathom.com

Source for online learning of all types. Course Directory of hundreds of online courses reviewed by the Media Evaluation Group at Teachers College, Columbia University. Unfortunately, it was recently announced that the site will be closing in March, but check out what they tried to accomplish.

http://cvc.cervantes.es/aula/el_atril/fet/

El atril del traductor, from Centro Virtual Cervantes. Discussion of translation issues .

<http://www.law.umkc.edu/faculty/projects/ftrials/ftrials.htm>

Links to information (and some transcripts) about famous trials, from Socrates to O.J. Simpson, compiled by a law professor.

<http://jurist.law.pitt.edu/index.htm>

Online journal created by Bernard Hibbitts, Professor of Law at the University of Pittsburgh School of Law. The Jurist, known as "the legal education portal," is an excellent source for legal news, information and ideas. Links to recent cases in the news, world law, research topics, legal dictionaries and more. Through its search engine, 145 hits came up for the word "translation."

www.metagrid.com

Links to worldwide magazines and newspapers in many languages.

www.yourdictionary.com

An easy web address to remember. Start your word search here, at "the world's last word in words." Links to specialty dictionaries by subject. Under "law" you will find links to 24 English monolingual dictionaries. Multilingual glossary of medical terms in 8 languages. Under "research" you will find a compendium of articles dealing with current linguistic research.

www.llrx.com/features/plainlanguage.htm

Resources specifically directed to plain language and the law.



Intermark Language Services
of Atlanta, GA,
a specialist in legal
and financial translation,
has **immediate in-house openings** for:

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Translators must be native speakers of English and have a minimum of five years' experience and/or hold a graduate degree in translation. Knowledge of French is a plus.

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(Note that the positions are in-house only.)

www.oldbaileyonline.org

Coming in March 2003: a searchable online edition of 22,000 trials from the Old Bailey in London dating 1714–1759. [Malcolm Coulthard, Forensic Linguists listserv]

www.glossarist.com

Compendium of glossaries, searchable by subject, compiled by an Australian enthusiast of language in all its variety. Type "Spanish" into search engine and get 100 hits; "law" yields 75 distinct glossaries, including forensic psychology. Same compiler has another site, www.aussieslang.com/default.asp, of global slang and dialect directory by country and social group (9 sites listed for "drug" under social groups).

**Visit us online
at NAJIT**
<http://www.najit.org>

NAJIT Board of Directors Meeting Minutes

December 5, 2002

Present via conference telephone call: Cristina Helmerichs, Judith Kenigson Kristy, Alexander Rainof, Holly Mikkelson, Ann G. Macfarlane. Cristina Castro joined the meeting at 5:00 pm.

1. The meeting was called to order at 4:06 pm PST. The amended agenda, Attachment 1, was accepted by unanimous consent.
2. Alexander Rainof moved that the items on the consent agenda, Attachment 2, be approved. Motion carried unanimously.
3. Administrative matters – corporate membership category: Cristina Helmerichs moved that the fee for organizational membership be set at \$100, the fee for corporate membership at \$150, and the fee for corporate sponsorship at \$300; that standard organizational and corporate membership include a hotlink as a benefit of membership; and that corporate sponsorship include a hotlink and additional benefits as determined by the Board of Directors. Motion carried unanimously.
4. Administrative matters – Financial Guidelines: Alexander Rainof moved that the new Financial Guidelines, Attachment 3, be approved as presented. Cristina Helmerichs moved to amend Point 14 of the Financial Guidelines to state “an honorarium in the amount of \$300 for a three-hour session, or \$450 for a six-hour session.” Amendment carried unanimously. Holly Mikkelson moved to amend the entire Financial Guidelines document so that any reference to guest presenters who are not members of NAJIT include all educational conferences. Amendment carried. Motion carried.
5. Administrative matters – Annual Conference Registration Fees: Cristina Castro moved that the Annual Conference Registration Fees for 2003, Attachment 4, be approved. Holly Mikkelson moved to amend the earlybird registration date to April 24. Amendment carried unanimously. Motion carried unanimously.
6. Board Matters – Board Communication and Meeting Guidelines: Cristina Castro moved that the Board Communication and Meeting Guidelines, Attachment 5, be approved. Cristina Castro moved that the wording of Point 2 be amended to make it consistent with Points 8 and 9, and that the term “spokesmen” be changed to “spokespersons.” Amendment carried unanimously. Alexander Rainof moved to postpone the motion to the next meeting, with input from all

Board members to the Executive Director in the meantime. Motion carried unanimously.

7. Board Matters – Board Work Calendar: Holly Mikkelson moved that the general plan outlined in the Executive Director’s memo of November 30, 2002 and the Draft Board Work Calendar, Attachments 6 and 7, be approved. Motion carried unanimously.
8. Alexander Rainof moved that the Executive Director be commended for her work on the Draft Board Work Calendar. Motion carried unanimously.
9. Holly Mikkelson asked about the timetable for elections, and the Executive Director stated that the call for nominations will be issued in January. The Executive Director proposed that the NAJIT listserves be migrated to Yahoo Groups, a free service that requires volunteer moderators. Judith Kenigson Kristy said she would look for a private host for the listserves as a possible alternative. The Board authorized Cristina Helmerichs to explore the possibility of developing practice materials similar to Interpretapes to sell on behalf of NAJIT.
10. Cristina Castro moved to adjourn. Motion carried unanimously. The meeting was adjourned at 6:00 pm PST.

Respectfully submitted,
Holly Mikkelson, Secretary

Attachment 2: Consent Agenda.

Item #1. The minutes of the meeting of NAJIT Board of Directors, June 19, 2002 are hereby approved as submitted. 6/19/02 MINUTES. The teleconference meeting was called to order by NAJIT Chair Cristina Helmerichs at 6:26 PM PDT. Present were Cristina Castro, Cristina Helmerichs, and Alexander Rainof.

Cristina Castro moved to accept the Revised Proposal of June 12, 2002 submitted by Ann G. Macfarlane. Alexander Rainof seconded the motion. After discussion, the motion passed unanimously. Judith Kenigson Kristy and Holly Mikkelson were absent, but had sent their approval as well via email.

Alexander Rainof moved to adjourn the meeting. Cristina Castro seconded the motion. The meeting was adjourned at 7:03 PDT.

Respectfully submitted,
Alexander Rainof, Secretary pro tempore.

Item #2. The Report of the mail vote taken on October 24, 2002, is hereby approved as submitted.

10/24/02 REPORT. The mail vote taken on October 24, 2002 had the following results:

- a.) The minutes of the September 17, 2002 meeting were approved as presented.

> continued on following page

Education Committee

It is the objective of the Education Committee to design, organize and provide professional development seminars across the country for our members and other individuals interested in interpreter and translator issues and training. We believe that by bringing professional development activities to different regions of the U.S. we will help to improve standards in our profession, increase our voice and visibility and attract more members to our association. In order for the Education Committee to carry out its goals, we need committed individuals willing to volunteer time to help with one or more of the following:

- Locating and confirming an event site in your area and acting as a liaison between the site and NAJIT;
- Reaching out to a significant number of interpreters and translators in a specific area to inform them of when and where seminars will be held;
- Identifying local training programs and conferences for translators and interpreters in order to avoid conflicting schedules;
- Identifying local trainers and speakers to present seminars for NAJIT;
- Programming HTML for event announcements on our website;
- Good working knowledge of Word, Excel and the Internet to assist with different promotional and administrative tasks.

If you are interested in helping out with any of the above or any other task you think will help bring quality professional development seminars to interpreters and translators across the country, please e-mail the chair of the committee, Sandro Tomasi, at yodro@aol.com describing the kind of support you can provide. We welcome your assistance.

BOD MEETING MINUTES

continued from previous page

b.) Judith Kenigson Kristy was elected Treasurer of NAJIT.

c.) Sandro Tomasi was appointed chair of the Education Committee, until the end of the 2004 Annual Conference.

Respectfully submitted,
Ann G. Macfarlane, Executive Director

Item #3. It is hereby moved that NAJIT become an observer member of FIT, at a cost of \$100 per year.

Item #4. It is hereby moved that NAJIT become an institutional member of the ATA, at a cost of \$140 per year.

First Certifications Awarded!

The Board of Directors of the National Association of Judiciary Interpreters and Translators, upon consultation with the Society for the Study of Translation and Interpretation, is pleased to announce that the following persons have been awarded certification:

Carmen S. Barros
Judith E. Grasberg
Cristina Helmerichs D.
María-Carolina López
Holly Mikkelson
Dagoberto Orrantia, Ph.D.
Alexander Rainof, Ph.D.
Mirta Vidal

SSTI News

On January 31, 2003, Janis Palma assumed the presidency of the Society for the Study of Translation and Interpretation. Alexander Rainof, Ph.D., became Vice-President. Carmen S. Barros serves as Secretary/Treasurer and Mirta Vidal is President Emerita.



Is Time Running Out?

Have you renewed your NAJIT membership for the year 2003? If not, this is the last issue of *Proteus* you will receive. Log on to www.najit.org and renew today to continue to support our profession and receive all the benefits of membership!

CERTIFICATION EXAM ANNOUNCEMENT

An examination leading to the credential of

NATIONALLY CERTIFIED JUDICIARY INTERPRETER AND TRANSLATOR: SPANISH

The National Association of Judiciary Interpreters and Translators, together with The Society for the Study of Translation and Interpretation, are pleased to offer members and non-members the opportunity to register for the written component of the National Judiciary Interpreter and Translator Certification Examination.

The examination is being administered in Nashville during the 24th Annual NAJIT Conference.

DATES

Written Examination:
May 22, 2003

Oral Examination:
May 22-23, 2003

PLACE

Sheraton Music City Hotel
777 McGavock Pike
Nashville, Tennessee 37214

For complete details and to register contact:

Donna Merritt

Measurement Incorporated

1-800-279-7647

or visit the NAJIT web site

www.najit.org

NATIONAL JUDICIARY INTERPRETERS AND TRANSLATORS CERTIFICATION EXAM

MAY 22-23, 2003

Sheraton Music City Hotel
777 McGavock Pike
Nashville, Tennessee 37214

REGISTRATION DEADLINE: FRIDAY, APRIL 18, 2003

YOU MAY REGISTER BY:

- 1) MAIL: Measurement Incorporated/attn: Donna Merritt**
423 Morris Street, Durham, North Carolina 27702
- 2) FAX:** (credit card only) USING THIS FORM BELOW Fax to: 919-425-7717
- 3) PHONE:** (credit card only) 1-800-279-7647
- 4) SECURE ONLINE REGISTRATION:** (credit card only) www.najit.org

REGISTRATION FORM PLEASE PRINT CLEARLY

Last Name _____ First Name _____ Middle Initial _____

Address _____ City _____ State _____ ZIP _____

Home Ph. (____) _____ Business Ph. (____) _____ Fax (____) _____

Pager (____) _____ Cellular _____ E-Mail _____

FEE SCHEDULE

Written Examination	<u>Member</u> \$125.00*	<u>Non-Member</u> \$150.00*
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**Cancellation Policy: A \$35.00 service charge will be deducted from any refund. In order to receive a refund, the cancellation request must be submitted in writing and received by Measurement Incorporated no later than 5:00 p.m. EDT on Friday, May 9, 2003. Postmarks will not be accepted. Refunds will not be issued to candidates who do not appear on the day and time of their scheduled examination.*

PAYMENT METHOD

____ Check or Money Order (payable to Measurement Incorporated) ____ VISA ____ MC

Card Number

Expiration Date ____/____ Amount \$_____

Signature of cardholder _____

(REQUIRED FOR CREDIT CARD PAYMENT.)

A Special Note for the Disabled: NAJIT wishes to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently from other individuals because of the absence of auxiliary aids and services. If you need any of the aids or services identified in the American with Disabilities Act, please call Measurement Incorporated at 1-800-279-7647 by April 18, 2003.

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