

# **Corporate Human Resources & Diversity Services**

## **American Sign Language (ASL) Interpreting Program**

## Preamble

The American Sign Language (ASL) service is an interpreting program designed to enhance communications between the deaf community and with Yukon government (YG) departments, health-related services, business community, and other organizations.

The program provides the services of an accredited ASL interpreter at no direct cost to clients or service providers. The initiative is consistent with Yukon government's commitments to:

- a better quality of life for all Yukoners, a strong economy and good government; and
- a diverse and supportive work environment that accommodates employees with disabilities.

## Purpose

The purpose of this document is to provide clear program parameters, including service limitations, role of the interpreter, and program administration guidelines; and may be modified as the program evolves or demand for the services changes.

## Roles & Responsibilities

**ASL Interpreter:** The ASL Interpreter is an employee of the Yukon government, hired under the *Public Service Act*, and their role and responsibilities are subject to applicable Legislation, Yukon government policies, Collective Agreement, and program guidelines. The ASL Interpreter is also required to abide by the Association of Visual Language Interpreters of Canada (AVLIC) code of ethics and guidelines for professional conduct.

The ASL Interpreter will provide interpreting services for any request approved by the Public Service Commission, Corporate Human Resources & Diversity Services Branch. As it is not expected that the provision of ASL interpretation services is a full-time job, the ASL Interpreter is responsible for:

- developing and maintaining assignment schedule, including the prioritization of assignments;
- notifying clients and/or agency of any changes or cancellation to an interpreting assignment as soon as possible (see Service Standards);
- submitting for approval assignment requests that are outside "regular work hours";
- advise the Manager, Diversity Services of any potential conflicts with providing ASL interpreting services (see restrictions & limitations);
- tracking and reporting on assignments;
- acting as the liaison between CHRDS and the Deaf community;
- chairing the ASL Program Advisory Committee;
- providing ASL education to YG employees, as required; and
- promoting the programs and services offered by Diversity Services.

**Deaf Community Responsibilities:** Ideally, service agencies should be contacting the ASL Program to request interpreting services. However, there will be circumstances where individual members of the Deaf community (Deaf Clients) may request ASL interpreting services. All Deaf Clients who utilize the ASL interpreting services are responsible for:

- respecting the role and time of the ASL Interpreter, as well as the program limitations;
- where possible, approaching agency coordinators (for non-medical or YG services) to request ASL interpreting be provided for the applicable event;
- submitting interpreting request for non-emergency services a minimum of two weeks (ten working days) in advance and providing full details of the requested assignment - see Service Standards\*;
- advising the ASL Interpreter as soon as possible if there are any changes or cancellation to the interpreting request (see Service Standards);
- educating service agencies, organizations, and other individuals on how to access ASL interpreting services; and
- contacting the Manager (or delegate) of Diversity Services if there are concerns or issues with the ASL Program.

**Organizations/Agencies Responsibilities:** Organizations/Agencies should be contacting the ASL Program to request interpreting services, and are responsible for:

- respecting the role and time of the ASL Interpreter, as well as the program limitations;
- submitting interpreting request for a minimum of two weeks (ten working days) in advance and providing full details of the requested assignment (see Service Standards)\*;
- advising the ASL Interpreter as soon as possible if there are any changes or cancellation to the interpreting request (see Service Standards);
- confirming with the Deaf Client that ASL interpreting services will be available; and
- contacting the Manager (or delegate) of Diversity Services if there are concerns or issues with the ASL Program.

\*Short-notice requests may be considered based on approval and provided the ASL Interpreter is available.

**Manager, Diversity Services:** The Manager, Diversity Services is responsible for the overall management of the ASL Program, and to ensure the development of policies, procedures, and guidelines adhere to applicable Legislation, Yukon government policies, and the Collective Agreement.

The Manager will review and/or investigate any enquiries or complaints, or conflicts made regarding the ASL Interpreting program or services provided. The Manager has the discretion to suspend or deny any user's (Deaf Client or Agency) access to ASL Interpreting services if their behaviour is deemed to be inappropriate (e.g. disrespectful, threatening, disruptive, etc.) or misuse of program services. The decision will be based after a complete review/investigation is completed.

## ASL Services

The ASL Program is designed to enhance access to YG services and departments and health-related services; as well as improve quality of daily living for YG employees and the Deaf Community. Some examples of these services are:

**Yukon Government Services:** Services offered to the public by Yukon Government (YG), for example: driver's licencing, medical travel, Vital Statistics, fishing/hunting permits, Court Services, Land Titles, Public Guardian & Trustee, libraries/archives, Yukon housing, Workers Compensation Health & Safety, parent-teacher interviews, employment-related assistance, etc.

**Yukon Government Employees:** Access and participation in staff meetings, forums, and information sessions; internal training opportunities; human resources; recruitment; pay and benefits, and other programs and services related to employment with Yukon government.

**Medical/Health & Social Services:** Includes government and non-government health related services. This includes: Hearing Services, Whitehorse Health Centre, foot care, home care, social assistance, Family & Children Services, Adult Services, Whitehorse General Hospital, doctors, optometrist, dentists, physiotherapists, psychologists, counsellors, and other medical specialists.

**Activities of Daily Living:** Activities of daily living that are not related to YG services or medical/health & social services, for example: religious/spiritual events, financial/banking services, legal services (lawyer, insurance, etc.); sporting events and activities; employment-related services outside Yukon government; training and workshops; arts and entertainment; non-partisan political events, personal social functions, and other community events.

## Service Restrictions & Limitations

The ASL Program is a public service provided by the Yukon government and is subject to existing Legislation, internal policies and program guidelines. There are some limitations and restrictions to the type of ASL services that can be provided, such as:

**Political Activities:** ASL interpreting services cannot be provided for individual candidate events (Federal, Territorial, Municipal, or First Nations). The Yukon government is required to remain politically neutral at all times. The Public Service Act, Conflict of Interest Policy, and Association of Visual Language Interpreters of Canada ensures that any business conducted on behalf of the Yukon government remains free of actual or perceived conflict of interest.

*Note: ASL Interpretation can be provided for events where all political candidates are in attendance and there is no actual or perceived conflict of interest, this includes: all candidate forums, debates, or other events.*

**Legal Interpretations:** Interpreting services for legal situations are limited to:

- police interactions
- legal meetings, e.g. legal aid, law line, lawyers, etc.
- civil (small claims court); traffic court and Bi-Law hearings; and
- administration of oaths

**Political Dissent:** ASL interpreting services cannot be provided for any event where the goal of the event or group meeting is designed to convey dissatisfaction with or opposition to the policies of the Yukon government. This includes, public demonstrations, boycotts, sit-ins, organizing committees and boards, union strikes, etc. It is not appropriate for the Yukon government to provide a service to a group meeting or event that is contrary to a government position or decision.

**Lengthy & Complex Assignments:** The Yukon government does not have the resources to provide a team or additional interpreter for assignments that are:

- over two hours;
- overly technical in content;
- fast-paced interactions (multiple participants); or
- complex due to the specific communication needs of the client.

In these situations, the Yukon government will advise the Agency of the ASL program limitations, and provide information on other interpreting options available.

**Resource Limitations:** The ASL Program provides for one full-time ASL Interpreter, however there are limitations to the amount of interpreting that can be provided as the ASL Interpreter is not available 24 hours/7 days a week. Interpreting requests for “life-threatening emergencies” may be provided outside the regular work hours (evenings and weekends), provided the ASL Interpreter is available.

Any other interpreting requests outside the regular work hours (evenings and weekends) must be approved by the Manager, Diversity Services or delegate.

## Service Priorities

Requests for ASL Interpreting services will be assessed and prioritized based on urgency, length of assignment, and on the ASL Interpreter’s availability. When necessary, the following priorities will be used to determine the order in which the requests for services may be approved:

### #1. Medical Emergencies:

- Critical or serious situation requiring immediate medical attention

## **#2. Other Emergencies:**

- Legal, e.g. incidents involving R.C.M.P. (witness, motor vehicle accident, etc.)
- Social Services, e.g. incidents involving Adult Protection or Family & Child Services
- Family Emergency, e.g. death in family
- Home, e.g. house fire, flooded basement, frozen pipes, etc.

## **#3. Medical/Health related services:**

- Day surgeries;
- Specialist appointments;
- Scheduled medical, dental, optical, audiology, foot care, and other health related appointments;
- Unscheduled (non-critical) medical situations;

## **#4. Social Services related appointments:**

- Home care;
- Social Assistance;
- Supported Independent Living appointments;
- Alcohol & Drug Services;
- Family & Children Services;
- Victim Services;
- Adult Probations

## **#5. Yukon Government services:**

- YG Employment-related assistance;
- Motor Vehicles - driver's licences and registration;
- Vital Statistics - Yukon health care, medical travel, etc.;
- Archives and libraries;
- Environment - Fishing/hunting/camping permits; etc.
- Yukon Housing
- Health & Social Services - Medical Health Centre, social assistance, etc.
- Justice - court services, land titles, Maintenance Enforcement, etc.
- Community Services – Property Assessment & Land Taxation, Corporate Affairs, etc.
- Education - grants, parent-teacher interviews, student support services, etc.

## **#6. YG Employee related interpretation:**

- Meetings (staff, supervisory, tail-gate/stand-up, etc.)
- Training and development (YG sponsored)
- Labour relations (grievances, appeals, etc.)
- Pay & Benefits (leave, timesheets, Great West Life, pension, etc.)
- Human Resources (job application, interview, post-boards, etc.)
- Employee Assistance Program (EAP)

- Disability Management Office
- Respectful Workplace Office

#### **#7. Non-Government agency/business meetings:**

- Financial (banking, investors, etc.);
- Legal (civil/criminal law, power of attorney, wills, etc.);
- Support agencies (e.g. YACL, CHALLENGE, Skookum Jim's Friendship Centre, etc.);
- Business services (e.g. contractors, mechanics, etc.)

#### **#8. Activities of Daily Living:**

- Community social events (arts & entertainment);
- Religious activities;
- Training, workshops, and information sessions;
- Sporting events/activities (e.g. Elder Active, hockey games, etc.);

Any conflicts in interpreting requests will be reviewed by the ASL Interpreter and Manager, Diversity Services (or designate); and all requesting parties will be advised of the decision.

## **Scheduling Interpreting Services/Service Standards**

**Appointment Approval:** All requests for ASL interpreting services will be assessed based on the:

- urgency of the situation (priority list),
- type of assignment,
- availability of the ASL Interpreter (prior work-related/personal commitments)
- Insufficient notice/preparation time
- Conflict of interest (professional or personal)
- Program's financial resources (for evening or weekend requests)

**Booking & Confirming Appointments:** Requests for ASL interpreting services for non-emergency appointments or events must be submitted a minimum of two weeks (10 working days) in advance, and including the following:

- Date
- Time
- Length of assignment (start and end dates and times)
- Location
- Appointment purpose or type of event

Response for ASL interpreting requests will normally be within three working days. If the request is outside regular business hours, is for a complex assignment, or requires additional services, response time may be varied.

All information and material that could assist the ASL Interpreter prepare for the assignment should be made available in advance of the appointment or event.

Note: Short-notice requests may be considered, pending availability of the ASL Interpreter.

**Right to Refuse:** The ASL Interpreter may refuse to provide interpreting services in situations where:

- The integrity, ethic or safety of service may be compromised, or if the Interpreter's health and safety may be jeopardized by proceeding with the assignment.
- There is a personal circumstance that might interfere with their effectiveness, such as service that could lead to substandard performance, and/or harm to anyone including themselves or clients;
- There is a personal conflict between the ASL Interpreter and the Client and/or Agency;
- The assignment beyond the scope of the Interpreter's ability;
- The ASL Interpreter is asked to provide other services beyond the scope of the assignment;
- There is insufficient information and/or preparation time for the ASL Interpreter to provide effective interpreting services;
- Participants (client or Agency) who do not show up within fifteen (15) minutes after a scheduled assignment; or
- The assignment contravenes any of these program guidelines.

When refusing an assignment, the ASL Interpreter will advise the Manager, Diversity Services (or designate) of the circumstance. All requesting parties will be notified.

**Cancelling/Rescheduling of appointments:** Deaf clients and Agencies are responsible for advising the ASL Interpreter as soon as possible if there are any changes or cancellation to the interpreting request.

- Continuous cancellations of assignments without cause, may not be rescheduled.
- Interpreting requests may be cancelled or rescheduled by ASL Interpreter in the event of an emergency or availability; or by the Manager, Diversity Services as required.
- Clients will be provided as much notice as possible of any changes or cancellation to an interpreting assignment.

## Confidentiality

It is necessary for the Yukon government to collect, record and retain information of Deaf clients (name and contact information only) and the type of assignments. This information is used for:

- scheduling appointments;
- preparation and verification of assignments;
- program reporting and evaluations;

- notifying individuals of ASL meetings or other program business; and/or
- community events where ASL interpreting services will be provided.

CHRDS makes every effort to guard the confidentiality of our clients. Reporting information will not include personal information about clients or their appointments. However, given the size of the Deaf Community, there may be situations where some information could be identifiable.

- The collection, use, disclosure, retention, and disposal of information collected by Yukon Government is done in compliance with the Access to Information and Protection of Privacy Act and the Archives Act.
- Any personal information that is collected will only be viewed by authorized government employees to fulfill the purpose for which it was originally collected or for a use consistent with that purpose. Personal information is not disclosed to other agencies or individuals except as authorized by law.

The ASL Interpreter and CHRDS staff are bound by an "Oath of Confidentiality" and will NOT discuss any personal information regarding a Deaf Client to either another Deaf Client, family member, etc. without written consent.

## Enquiries/Complaints

Enquiries regarding the ASL program or services provided should be directed to the ASL Interpreter.

Complaints regarding ASL interpreting service should first be directed to the Manager, Diversity Services. The Manager may conduct a review and/or investigation and if applicable, prepare a report of findings for the Director, Corporate Human Resources & Diversity Services. Complainants will be advised once the review/investigation is completed.