THIRD STATE COLLECTIVE AGREEMENT FOR THE TELEMARKETING SECTOR

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## CHAPTER I.- SCOPE.

## **Section 1 -Territorial scope.**

The application of this Agreement is obligatory throughout Spain.

# **Section 2 - Operational Scope.**

Within the scope outlined in section 1, the application of this Agreement will be obligatory for all companies who provide telemarketing for third parties, and for all of their workers.

To this end, telemarketing will be understood as the activity which, whether carried out by telephone, telematic media, by the application of digital technology or by any other electronic media, is aimed at the promotion, circulation, and sale of all types of products and services, carrying out personal interviews, the reception and classification of calls and contact with clients in multimedia environments, and different customer service services.

This definition includes activities that are coadjutant, complimentary or connected to the principal activity.

## Section 3 - Personnel.

This Agreement covers all the personnel and companies mentioned in the above section.

Higher management personnel whose working relationship is regulated by Royal Decree 1382/1985 of August 1st are expressly excluded from this Agreement, as are the other activities and relationships outlined in number 3 of section 1 and in section 2 of the Statute of Workers Rights.

## Section 4 -Agreements on a lesser scale.

The parties which sign this Agreement are obliged not to negotiate Collective Company Agreements or sector Agreements on a lesser scale.

As a general rule, the points contained in this Agreement shall be considered as minimum mandatory norms, except for those norms that have been transferred to other areas of negotiation, in which case it will be necessary to abide by the character, content and scope contemplated by the transfer.

For those matters for which this Agreement is specifically established, and due to its unique nature, this Agreement will be considered as an exclusive and excluding norm.

In any case, the following matters are considered non-negotiable: the operational scope; the personnel scope; the contracting sections; the trial period; the professional groups and levels; the legal organisation of misdemeanours and punishments; the minimal health and safety norms, and geographical mobility.

Within the working framework established in the Statute of Workers Rights and this Agreement, the organisations which sign this Agreement are interested in the developments which, within the Autonomous Regions, may occur in matters relating to the working calendar, language, and the use of autonomous systems for the extrajudicial solution of collective work conflicts.

## **CHAPTER II.-DURATION.**

# Section 5 - Validity.

The Agreement will be valid from the 1st of January 2005, with its economic effects stretching back to the 1st of January 2004.

# **Section 6 - Duration.**

The duration of this Agreement will be from the 1st of January 2004, until the 31st of December 2006, being extended automatically year by year, unless the Agreement is contested by any of the parties empowered to negotiate it, in agreement with section 87 of the Statute of Workers Rights.

If the Agreement is contested, the Agreement's norms will continue to be considered valid, as outlined in sections 86.3 and 4 Of the Statute of Workers Rights, until a new Agreement is specifically agreed.

# **Section 7 - Contesting the Agreement.**

This Agreement can only be contested at least three months in advance of its termination or extension, with the formalities outlined in section 89 of the Statute of Workers Rights, and by those who are authorised to negotiate the Agreement, in agreement with section 87 of the Statute.

The points to be contested must be directed in writing to all the representatives of the companies and workers that have signed the Agreement.

The negotiation must begin at least one month before the termination date of the contested Agreement.

# CHAPTER III.- COMPENSATION, ABSORBCION AND GUARANTEES.

# Section 8 - Global application.

The conditions agreed upon in this Agreement form an organic and indivisible whole, and will be of global application.

If labour legislation nullifies any of the agreed clauses, the negotiating parties will decide, by mutual agreement, the need to renegotiate those clauses and any others that are affected, following the principle that the nullification of one or some of the clauses does not suppose the nullification of the entire Agreement.

# Section 9 - Absorption and compensation.

The conditions established in this Agreement, whether or not connected to salaries, will compensate and absorb all those conditions that exist at the time that it comes into effect, regardless of the nature and the origin of these conditions.

As a single exception to the above general principle, for personnel with salaries superior to those established in the Agreement, the real CPI of the previous year will be applied to the Agreement salary corresponding to their category. If, by individual or collective agreement, the annual salary has been increased above the real CPI, this increase will absorb the application of the CPI; if, on the other hand, the increase has not exceeded the CPI, it will be complemented until it reaches the percentage of this. As such, personnel with salaries above those established in the Agreement, will see their annual salaries increased, with backdating from the 1st of January 2004, by a minimum of the amount which results from applying the real CPI of the previous year to the Agreement salary for their category.

## Section 10 - More beneficial conditions.

The companies will be obliged to respect all conditions that exceed those outlined in this Agreement, which they have been satisfying previously, globally and by annual computation, either due to legal imperatives, individual contracts, use or custom, collective negotiation, voluntary concession or for whatever other cause.

The more beneficial conditions that considered annually and together exceed those agreed upon in this Agreement, shall be shall be maintained "ad personam".

## CHAPTER IV.-ORGANISATION OF WORK

# Section 11.-Organisation of work principals.

In agreement with this Agreement and current law, the organisation of workers the exclusive responsibility of the Company's management.

The organisation of work is designed to achieve optimal levels of productivity, efficiency, quality and working conditions within the Companies in the sector.

The achievement of these aims is made possible by the principles of good faith and diligence on the part of companies and workers.

In order to be efficient, systems for the organisation of work and their modifications will be accompanied by appropriate training policies.

## **CHAPTER V.- CONTRACTING.**

# Section 12.- General principles.

Union and company representatives that sign this Agreement understand the need to continue developing the regulation of contracting procedures within the sector, making these more appropriate to the reality of the activities carried out, in this way attempting to contribute to the competitiveness of the companies and the improvement of employment via the reduction of temporary contracts and rotation.

In relation to this, and without affecting what is later specified in the text of this Agreement, they agree that the personnel that work within the sector should fit into one of two different organisational categories, being either designated as "structural personnel" or "operational personnel".

"Structural personnel" consist of all those persons whose functions are centred upon attending to and carrying out internal management activities within the company and who are permanently necessary to the company; "Operational personnel" consist of those who work on the campaigns and/or services that telemarketing companies offer to third parties.

# **Section 13.- Contracting structural personnel.**

The personnel that make up the stable structure of the company, are employed with a normal, permanent contract, without affecting those circumstances in which, as defined by law and within this Agreement, temporary contracts may be used.

In agreement with the above, the following contract types may be used:

- a).- Contract for a specific service or work.- This type of contract, for structural personnel, can only be made when it is necessary to carry out works or services which are different from the normal activity of the Company. The contract must be established in writing, it will specifically determine the reason for the contract, and it will specify the work or service for which the person is being contracted.
- b).- Contingency contract due to production circumstances.- It is possible to use this type of contract, which must be established in writing, within the structural personnel except for when it is for less than 28 days, being linked to an increase in activity for this personnel which is generated by a certain campaign, service or a specific project.

Over a period of eighteen months, the maximum duration of this contract cannot exceed three quarters of the reference period, or a maximum of twelve months. If the contract is made for a period inferior to twelve months, it may be extended by agreement between both parties, once only, without the total duration of the contract exceeding this limit.

c).- <u>Work placement contracts</u>.- It is possible to use this type of contract within the structural personnel, in agreement with the general characteristics of section 11 of the Statute of Workers Rights.

This contract will have a maximum duration of two years, either agreed upon initially or via minimum periods of six months. When the maximum period has come to an end, if the post where the contracted party offered his services is not filled by himself, the company cannot cover the post via new work placement contracts.

For the first year of the contract, the salary for this worker will be 80% of the salary fixed in the Agreement for a normal worker who carries out the same work or equivalent. During the second year they will receive 100% of this salary.

d).- Within the structural personnel, the sum of the fixed duration work placement contracts cannot exceed 40% of the permanent personnel that offer their services within the body of structural personnel. In exceptional circumstances and when there are sufficient reasons to justify it, it may be possible to exceed this limit upon agreements with the legal representatives of the workers.

# Section 14.- Contracting operations personnel.

Operations personnel carry out work on campaigns or services offered by the telemarketing companies to a third-party.

The following contract types may be used:

a).- Open-ended contracts.- The representatives that sign this Agreement express their desire to provide workers in the sector with the highest levels of stability possible, within the understanding that telemarketing is an activity that is still being consolidated, that contains various and plural business realities, and has a high incidence of technological changes.

Taking this into account, 30 % of the operations personnel will be employed using an open-ended contract. To this end, and in order to reach this percentage, those workers within the operational personnel that already have an open-ended contract will be taken into account.

The determination of the percentage will be made using the average staff of the operations personnel from the previous year, and will be calculated over the days of social security contributions of the company's workers.

Personnel can choose to change to an open-ended contract, having accepted this voluntarily, and when the following circumstances apply: a).- Having worked in the company for at least 12 months; b).- Via the establishment of a scale based on three factors: 50% on length of time in the company; 10% on training received; and 40% on the evaluation of their work.

The distribution of the workers that obtain an open-ended contract, as well as the definition of the scale, will be decided by an agreement with the union sections that are most representative within the company, taking into account, in any case, that the percentage of open-ended contract personnel should be proportional within the different categories.

The conversion of contracts to open-ended contracts will be accredited in the first quarter of every calendar year for the duration of the Agreement, and will become effective from the date that the modification or conversion of the contract is signed.

The conversion of contracts to open-ended contracts cannot suppose substantial changes to the basic conditions of the contract.

b).- <u>Contract for a specific service or work</u>. It is this type of contract that will be most used amongst the operational personnel. It is understood that campaigns or services contracted by a third-party for the realisation of telemarketing activities or functions have an uncertain duration over time and are maintained until the campaign or the services that are the object of the contract are finished.

Contracts for specific services or work will be made in writing and will have the same duration as the campaign or service contracted by a third-party, with their termination coinciding with the end date of the campaign or service which was contracted, without affecting the points established in the following sections.

A campaign or service will be understood to have not finished, if it is successively extended without interrupting the commercial contract with the telemarketing company that originated the campaign or service.

To this end, the telemarketing company will provide the representatives of the workers with a transcription of those aspects related to work that are contained in the commercial contract between the telemarketing company and the company for whom the services are being provided, as well information on subsequent renovations and modifications, should these occur.

Said information on the commercial contract will contain the following contents:

- The aim of the contract.
- A detailed list of the work promised to the client in the contract.
- Duration of the contract.
- Timetable of the offered services: days and hours.
- Dimensions of the personnel to be used for the campaign or service.
- Any other circumstance related to the provision of work.

The companies are obliged to deliver this information within a maximum period of three days from the beginning of the campaign, for those campaigns that are foreseen to last less than three months; when the foreseen duration of the campaign exceeds three months, the maximum period of time for the delivery of the information will be one month, also calculated from the start date of the campaign.

Also, and in agreement with section 42 of the Statute of Workers Rights, the workers in the contracting and subcontracting telemarketing company should be informed in writing of the identity of the main company for which they are providing services at any moment. This must be facilitated before the start of the provision of services, and

will include the name or business name of the main company, the company address and its tax identification number.

The telemarketing contracting or subcontracting company must also inform the workers' legal representatives of the identity of the main companies for which services are going to be provided, as well as the aim and the duration of the contract, the place where it is to be carried out, the number of workers who will be used by the telemarketing company in work centres of the main company, and the measures that have been planned for the coordination of activities from a point of view of health and safety.

By agreement with the company, the operations personnel can work for the same company on other campaigns or services, when their working day has been reduced due to causes beyond the control of the telemarketing company, for the period that this circumstance lasts, and for the equivalent amount of time as the reduction, and with the aim of being able to receive the totality of their salary. On a monthly basis the company will inform the workers' representatives about those employees that find themselves in these circumstances, indicating the start date and, where appropriate, the end date, as well as the campaigns or services where they are going to work.

If the worker has to move to a different centre from that which he usually works in for the campaign or service for which he was originally contracted, there cannot be more than two hours between the end of one and the start of another. This time may be extended if an agreement is made between the company and the worker, with the workers' representative also having to be informed of this.

Given the special characteristics of labour relationships within the scope of this Agreement, and with the sole object of preserving the total duration of the mandate for which they were chosen, the union delegates, the personnel delegates, and the members of the Employee Committees, may exceptionally request that the company allows them to work in any of the campaigns within the same province for the rest of the time that they hold their mandate, without their contract loosing its validity as a result of this exceptional circumstance. The company will be obliged to concede this possibility within those campaigns where there is a greater possibility of work. This guarantee operates equally for the extension of mandates and for the period immediately before the end of the mandate, if the representative in question presents themselves again as a candidate.

- c).- <u>Contingency contract due to production circumstances</u>. This contract can also be used for operations personnel with the following maximum limitations for its continued instrumentation:
  - Substitution of holiday personnel: six months.
  - New campaigns or services in the company: first 4 months.
  - Other cases: two continuous months of effective work.

Personal contracted using this method cannot exceed the level of 50% of the permanent personnel working as operations personnel.

The contract must be made in writing, unless its duration is less than 28 days.

## **Section 15.- Part-time contracts.**

Part-time contracts established between the workers and the companies, will use the working week as a reference. All other matters will be governed by current legislation.

# Section 16.- Information on contracting.

The companies must deliver a basic copy of the open-ended and specific duration contracts, as well as their extensions, modifications, conversions and any complaints to the workers' legal representative.

In the case of verbal contracts the companies must deliver a report to the workers' legal representative, including personal details, start and end dates, cause, and a copy of the activation certificate for social security contributions.

The companies will inform the workers' legal representative, differentiating between the structural personnel and the operations personnel, on the evolution of the work with respect to the previous quarter with specific indication of the new and terminated contracts and their contract type.

At the same time, the companies will report quarterly to the Joint Committee on the new contracts, differentiating between the structural personnel and the operations personnel, indicating the number of workers and the type of contract. This information must be in the power of the Joint Committee within 30 days of the end of the calendar quarter.

# Section 17.- <u>Termination of the contract for a specific service or work due to the reduction in the volume of work in the contracted campaign.</u>

The contract for a specific service or work may be terminated when, due to the real reduction in the volume of work for the contracted work or service, the number of workers contracted to carry out this work or service becomes unnecessary. In this case the number of workers contracted for the work or service may be reduced, in proportion to the reduction in the volume of work.

The new staff size should respond to real criteria, and the adoption of these measures should ensure that after the necessary contract terminations, the telemarketing company should continue to be able to maintain and continue to offer the service in question.

In relation to the determination of which workers should be affected by this situation, the following criteria will be taken into account:

- a).- The amount of time in the company.
- b).- If conditions are equal with respect to the amount of time in the company, experience in the campaign or service will be taken into account, understanding this to be the amount of time that effective services have been provided for the campaign. If conditions are still equal, family responsibilities will be taken into account.
- c).- The workers' legal representatives will always be given preference when it comes to conserving their position of work.

This reduction must be communicated in writing to the workers' legal representative, prior to the termination of the contracts, so that these may express their opinion.

In order to exercise the powers outlined in this article, it will be essential that information on the commercial contract generated by the campaign or service in question be in the hands of the workers' representatives, and that this information should include the content established in section 14 of this Agreement.

The documentation, which must be delivered at least seven days before the termination date, must outline the specific reason for the adoption of the measure, providing the necessary contrast for its evaluation, and must always be supported by objective data, without affecting the fact that within the above-mentioned period the workers' representatives may request, with justification, other documents or data that they consider necessary to complement the delivered documentation.

In any case, and independent of any other documentation that is provided, it is obligatory that the documents include the following:

a).- Production history of the work or service including comparison periods, with a minimum of the last three months for campaigns or services that have been running for six months or less, and between six and twelve months for campaigns or services that have been running for more than six months.

This production history must include the number of incoming calls attended and not attended, by days of the week, weeks and months. The number of operators by periods and shifts. Average number of calls attended to by operator and day. Average time of each call attended to.

b).- A list of workers whose contract is going to be terminated, with corresponding selection criteria data.

The worker will be informed of the termination of their contract in writing with the advance notice established in the following table, without affecting the company's ability to substitute this notice with compensation equivalent to the days omitted, calculated using the salaries in the Agreement tables, and without affecting the written notification of contract termination. In this case compensation must be included in the wage slip along with the liquidation corresponding to the termination of the contract:

Number of days work	Days notice
Up to 90 days	3 days.
From 91 to 150 days	6 days.
From 151 to 250 days	12 days.
From 251 days onwards	

The days of notice cannot coincide with holidays or substitute these.

At the time that the contract is terminated, the workers affected by this situation will have the right to a compensation of eight days of gross salary per year of work.

The worker whose contract has been terminated due to the causes outlined in this section will have the right to work again on the same campaign or service which they have been working for, while the campaign or service lasts, as long as there is a need to increase the number of workers at some future time. In this case the order of preference for taking on workers will be the opposite of that followed for the termination of contracts.

If a worker is waiting to start working again on the campaign or service, and he is required to work on another campaign or service, he will not lose his right to work on the original one again; and, if his contract is terminated in the new campaign or service due to the causes outlined in this section, he can choose to work in just one of these.

As long as there are workers who have the right to work on a campaign of service, contingency contracts cannot be drawn up due to production circumstances in the campaign or service.

The company will inform the workers' legal representative about those who are returning to work; these representatives may request necessary information from the company on behalf of any worker who considers their rights to have been abused.

The failure of the company to re-employ those workers whose contracts were terminated for these reasons, will oblige the company to compensate the worker with a sum equivalent to 45 days salary per year, proportional to the effective amount of time worked, and calculated from the start date on which the worker joined the campaign or service.

# Section 18.- Change of Telemarketing company offering services to third parties.

When the contracted campaign or service finishes as a result of the termination of the commercial contract on which it was based, and the main company requests offers for another of similar characteristics to that which has finished, the contracted Telemarketing company, if different from that which was awarded the previous campaign or service, will be obliged to:

1.- Incorporate all the staff corresponding to the terminated campaign or service into the selection process for the formation of the new staff.

- 2.- Contract the workers that are to make up the new staff according to the following criteria:
- 2.1.- Whether the campaign is being carried out internally or externally, from the date that the Agreement is published 85 % of the new staff must be made up of workers that were contracted in the campaign and service by the previous company in charge of it, and in principle, whenever they were working for 12 months or more in said campaign.

From January 1st 2006, the percentage indicated in the above paragraph will rise to 90%.

- 2.2.- Workers will be chosen according to a scale based on the following factors: 50% on time spent working on the campaign; 10 % on training received during the campaign and 40% selection process.
- 3.- To complete the process of contracting personnel that had worked in the previous campaign, the new telemarketing company will be obliged to respect the consolidated Agreement salary conditions that the worker enjoyed before the change of company occurred, i.e., independent of the operational and shift bonuses, except when the worker carries out identical functions and works the same shifts on the new campaign.

In the same way, the salary conditions not governed by the Agreement and collectively agreed upon with the previous company will be respected, as long as these were agreed upon more than six months in advance of the date of the change.

The time and training built up in the previous company will be respected, with regard to professional promotion.

As far as it is possible within the new campaign, shifts will be respected, without affecting the company's power to organise the work as necessary.

Possible modifications to the structure of the wages, as a result of respecting salary conditions, will not suppose any variation in the nature of the wage items that the worker has been receiving.

There will be no trial period for those that have been in the campaign for more than a vear.

- 4.- For a maximum period of six months, the new company will create a job bank for those workers that, having passed the selection process, do not enter into the fixed percentage for each campaign. If any vacancies are produced in this campaign during the indicated period of time, the company will be obliged to cover them with personnel from said job bank, unless there were workers with an open-ended contract waiting to be reincorporated, who, in any case, will be given complete preference for occupying these vacancies.
- 5.- If in the new company within the province where the campaign is going to be carried out, there is no legal representation for the workers, the workers' legal representatives will continue to hold that position until the union elections are carried out in said district and company.

# Section 19.- Voluntary resignation.

Unless they are undergoing a trial period, workers that wish to voluntarily resign from the companies will be obliged to inform the companies of this in accordance with the following periods of notice:

• Levels 1 and 2: Two months.

• Levels 3 and 4: One month.

• Other levels: 15 days.

Once the company has received notice of the voluntary resignation, it may choose to end the work or services before the date indicated by the worker for the end of the working relationship, paying the corresponding salary from the date upon which the company chooses this option, until the date of the worker indicated for the voluntary resignation.

If the worker does not fulfil their obligation to give the indicated notice, then they give the companies the right, as compensation for damages, to discount one days salary for each day that the notice is delayed, from the final settlement payment.

The companies will be obliged to pay the contract's final settlement payment on the date at the end of the period indicated by the workers. If the companies fail to meet this obligation then the workers will have the right to be compensated with an amount corresponding to one day for every day of delay of the final settlement, with a limit of the number of days fixed for giving notice. This obligation, and the corresponding workers' rights, will not exist when due notice is not given. The company will however be obliged to pay the final settlement within the following 15 days, calculated from the date of notification of the termination, with the penalisation being applied from the 16th day.

# Section 20.- Trial period.

The duration of the trial period will vary according to the nature of the posts to be covered. This period, however, will never exceed six months for qualified technicians, one month for call centre operators no matter what level they are, fifteen days for non-qualified personnel, and two months for all other personnel.

Periods of sick leave and maternity leave that might affect the employees during the trial period will be seen as interruptions to the computation of the trial period, which will begin to be calculated again once they return to work.

The agreement which establishes the trial period will be nullified when the worker has carried out the same functions previously in the company, under any type of contract.

## Section 21.- Equality of conditions.

The parties affected by the application of this Agreement promise to promote the principle of equal opportunities and non-discrimination by sex, marital status, age, race, nationality, social status, religious or political ideas, affiliation or not to a union, and language, within Spain. Neither can employees be discriminated against for reasons of psychiatric or sensory handicaps, as long as they are able to carry out the work or employment in question.

This also involves the obligation to remove obstacles that might incite a lack of equality of conditions between women and men, as well as to put into practice positive actions and any others necessary to correct possible situations of discrimination.

#### **CHAPTER VI.- MOBILITY.**

# **Section 22.- Professional mobility**

Professional movements within the company will be carried out in line with this Agreement, and always respecting the laws, guarantees and requirements established in the Statute of Workers Rights.

Movements within the same professional group cannot be made between radically different specialities that require complex adaptation training processes.

Within the professional group, the level of requirements or functions carried out at any moment by the worker will determine the applicable salary level.

Professional movements within the same professional group will not lead to a reduction of the original salary.

Movements made in order to carry out functions belonging to a higher professional group, and movements made in order to carry out functions belonging to a lower professional group, will be regulated according to the provisions established in section 39 of the Statute of Workers Rights.

When the company deems it necessary for the worker to carry out tasks corresponding to a higher level, for the period of time that the worker carries out these tasks, he will receive a salary corresponding to this category.

Workers who carry out high-level tasks for at least six months of a one-year period, or during at least eight months in a period of two years, will change to the higher category corresponding to the tasks carried out.

When the movement implies changes between specialised technical management and general services management, the new assigned functions must be equivalent to those that were being carried out before, with equivalence being understood in those terms that are outlined in section 22.3 of the Statute of Workers Rights.

The worker may request a change in his role, both within the professional group in which he is working, and outside it. In these cases the request should be explained and must fulfil the requirements established in this Agreement for carrying out the role or occupying the post requested. The company will provide a reply, with reasons, to the request within a period of one month.

Professional movements carried out by mutual agreement between both parties, must respect the norms established in this Agreement and in the applicable legislation.

As a consequence of this, changes of role that differ to those outlined in the above sections require the agreement of the parties involved or, if this is not achieved, submission to the rules outlined for substantial modifications to work conditions established in section 41.1. f) of the Statute of Workers Rights.

#### CHAPTER VII.- TIMETABLE.

# **Section 23.- Timetable.**

From January 1st 2005 the maximum duration of the ordinary timetable computed annually will be one thousand seven hundred and sixty four hours, and 39 hours a week of effective work.

Those companies that have been using a maximum timetable that when calculated annually is less than that established in this Agreement will maintain their current timetable as a more beneficial condition.

The working calendar will be elaborated annually, and must include the shifts that exist in the place of work, and an appendix detailing the special timetables that might be agreed upon in each work centre. An example of this will be displayed in a visible place in each work centre.

## Section 24.- Irregular distribution of the timetable.

The number of working hours per week cannot exceed 48 hours during the validity of this Agreement.

For part-time workers with over 30 hours a week, the number of ordinary hours of effective work, and their maximum weekly total, cannot exceed the number of hours that correspond to the percentage of their monthly hours against the full-time timetable.

Workers with a part-time contract that have a timetable equal to or inferior to 30 hours a week, cannot exceed this number of hours when their timetable is distributed irregularly.

The weekly break can be accumulated for periods of up to fourteen days, with the maximum limit of work without a weekly break being eleven days, after which there must always be a rest of three days.

However, in every period of seven days workers will have at least one day off, from the three that correspond to every period of 14 days.

By individual or collective agreement another system of breaks may be established.

The irregular daily and weekly distribution of the timetable must be adjusted monthly, in such a way that, it is not possible to work more hours than those that have been established for a weekly period. To this end it is important to consider the bank holidays in each month. The monthly adjustment will be made in the first week of the following month.

#### **Section 25.- Breaks.**

When the working day, or any part of the working day if it is split, has a continuous duration of between four or more hours or less than six hours, there will be a ten minute break, that will be considered as time that is worked; in the same way, if the working day, or any part of the working day if it is split, has a continuous duration of between six and eight hours, this break will last twenty minutes and will be considered as time that has been worked. If, in the end, the working day, or any part of the working day if it is split, has a continuous duration that exceeds eight hours, this break will last thirty minutes and will be considered as time that has been worked.

The company will be in charge of the distribution of the breaks established above and the manner in which they are put into practice, organising them logically and rationally according to the needs of the service, without any breaks being taken before two hours of the working day have passed, or after the point at which there are only ninety or fewer minutes left until the end of the working day.

# Section 26.- Weekends.

Every worker is guaranteed two free weekends every month.

A weekend will be considered as a period of 48 hours between 12 a.m. on Saturday morning and midnight on Sunday.

## **Section 27.- Timetables and shifts.**

By obligation, workers will be ascribed to one of the morning, afternoon, night or split shifts.

The timetable bandings for each shift are fixed as follows:

- Morning shift: cannot begin before 7 a.m. or end after 4 p.m.
- Afternoon shift: cannot begin before 3 p.m. or end after midnight.
- Night shift: cannot begin before 10 p.m. or end after 8 a.m.
- Split shift: cannot begin before 9 a.m., or end after 8 p.m.; with this shift it is not possible for there to be two hours between the end of the first part and the beginning of the second, unless otherwise agreed individually or collectively between the company and the workers. It is recommended, however, that this maximum time be shortened. This shift cannot be applied to workers with a timetable that is equal to or less than 30 hours a week.

Companies can change the timetables within the fixed bandings, giving prior notice to the worker in writing seven days beforehand.

If the campaign or service has just been received and is beginning for the first time, then for the first month, and within the indicated bandings, the timetable will be made known with a minimum notice of 48 hours.

If the campaign or service has a timetable established at origin that doesn't allow the use of shifts and the fixed timetable bandings, then if approved, the company can agree the establishment of different bandings with the workers' legal representatives. This agreement must be reflected in writing in all cases.

By written agreement with the workers' legal representatives, the established timetable bandings may be extended.

By written agreement with the workers' legal representatives, rotating shifts may be established within the scope of section 36.3 of the Statute of Workers Rights.

The companies will report monthly to the workers representatives on the establishment of timetables, shifts and the working day for each of the campaigns or services, as well as on any modifications that may occur.

If a company demands the extension of the timetable bandings established in the Agreement, based on special needs, and no collective agreement has been reached with the workers' legal representative, then the mediation of the Collective Agreement Committee may be requested for the interpretation of the Agreement.

# **CHAPTER VIII.- HOLIDAYS AND LEAVE.**

# Section 28.- Holidays.

Holidays will consist of thirty two natural days.

These may be divided into periods of seven continuous days, with at least fourteen continuous days preferably being used in the summer period, respecting service necessities.

Four single days can be taken, either separately or together, on any working day of the year, by common agreement between the company and the worker.

The workers holidays will always begin on a working day.

The period of time for taking holidays will be agreed upon by mutual agreement between the company and the worker.

The worker will know the dates which correspond to him at least two months before the beginning of the holidays.

Workers with temporary contracts of more than four months and less than one year can opt to take holidays proportional to the amount of time worked, or for these to be

liquidated at the end of the contract, without affecting in either of the two cases the fact that the worker may prefer that the salary for his holidays be apportioned monthly.

Workers who have worked for more than one year will be governed by section 38 of the Statute of Workers Rights.

If the worker leaves before the 31st of December of the year in which they have taken holidays, the sum for the excess days holidays that they have taken will be discounted from the final settlement.

## Section 29.- Paid leave.

- 1.- With prior notice and justification, the workers can take leave from work from the time that the cause of the leave occurs, whilst maintaining their right to payment, for one of the following motives and for the amount of time indicated:
- a).- Fifteen natural days in case of marriage.
- b).- Three days in the case of the birth of a child.
- c).- Three days in the case of an accident, serious illness or hospitalisation, and two in the case of death, of a relative up to the second level of kinship or affinity, and brother and sister-in-law's.
- d).- Four days in the case of the death of a spouse, parents, parents-in-law, children and brothers or sisters.
- e).- In the cases outlined in the above sections c) and d), when it is necessary to travel 200 km or more, the leave will increase by one day in each case.
- f).- Two days for moving house which cannot be accumulated with leave for marriage.
- g).- For the time necessary to comply with an unavoidable public or personal duty. When the compliance with the above-mentioned duty supposes the impossibility of working more than 20% of the working hours in a period of three months, the company may pass the affected worker to non-active status, with the right to recuperate their post when the obligation to comply with the public or personal duty has terminated. If the worker receives payment for fulfilling this duty, this sum will be discounted from the salary that they have a right to in the company.
- h).- One working day for the marriage of a father or mother, son, daughter or brother or sister, on the date on which the event is celebrated.
- 2.- Workers will have the right to up to 35 paid hours a year, to attend Social Security doctor appointments, being required to give as much notice as possible and to present the appropriate certificate. Despite this, workers will try to adapt, wherever possible, their doctors visits to break times.

## **Section 30.- Unpaid leave.**

Workers responsible for their children who are less than nine years old, or relatives older than 65 years old, will be allowed the time necessary to accompany these to appropriate medical appointments, after prior notice and justification.

# CHAPTER IX.- LEAVE AND REDUCTION OF TIMETABLE FOR FAMILY REASONS.

# Section 31.- Special leave.

Workers who have been in the company for a minimum of one year, will have the right to take special unpaid leave for a maximum of one month once a year. Alternatively, this special leave can be divided into two periods of a maximum of fifteen natural days, one in each half of the year. At the end of this leave the worker will return to their post immediately without it being necessary for a vacancy to come up.

The companies, however, can refuse this special leave when, on the same dates for which it is requested, the following number of workers have already been conceded this right:

- Companies of 20 or fewer workers: one worker.
- Companies of 21 to 50 workers: two workers.
- Companies of 51 to 100 workers: three workers.
- Companies of more than 100 workers: more than 3% of the staff.

In the distribution of this leave, the maximum number of workers indicated cannot belong to the same department or service in the company.

## Section 32.- Leave to look after family members.

- 1.- Workers have the right to a period of leave that does not exceed three years to look after each child, whether the child is their own or adopted, or in the case of either permanent or pre-adoption fostering, to be counted from the date of birth or, where appropriate, the date of the judicial or administrative ruling.
- 2.- Workers will also have the right to a period of leave not exceeding one year in order to look after a member of the family (up to the second level of kinship or affinity), who cannot look after themselves due to reasons of age, accident or illness, and do not earn any money.
- 3.- This leave constitutes an individual right of the workers, whether men or women. However, if two or more workers in the same company exercise this right as a result of the same person, the company can limit their ability to exercise it at the same time due to reasons concerning the operation of the company.
- 4.- If a new person produces the right to a period of leave for a worker, the beginning of the new period of leave will put an end to the existing one.
- 5.- In agreement with this section, the period of time during which the worker is off on leave will be calculated in relation to the amount of time they have been in the company, and the worker will have the right to attend professional training courses, about which the company must inform them, especially when they rejoin the company.

During the first year they will have the right to reserve their position of work. At the end of this period, a position in the same professional work group or equivalent category will be reserved for them.

# **Section 33.-** Reduction of timetable for family reasons.

- 1.- Workers that are breast-feeding a child of less than nine months will have the right to an hour's absence from work that may be divided into two parts. By her own volition a woman may substitute this right for a reduction in her working day of half an hour, for the same reason, or for one hour if the reduction is placed at the beginning or the end of the working shift. This right may equally be enjoyed by the mother or father if both of them are working.
- 2.- Anyone, who as a legal guardian is directly caring for a child under the age of six or a physically or mentally handicapped person that does not earn money working, will have the right to a reduction in their working timetable, with a salary reduction proportional to between a minimum of a third and a maximum of a half of the duration of the timetable reduction.
- 3.- Whoever has to take care of a family member who, for reasons of age, accident or illness cannot look after themselves and do not carry out paid work, will have the same right, for family members up to the second level of kinship or affinity.
- 4.- The timetable reduction outlined in this section constitutes an individual right of the workers. However, if two or more workers in the same company exercise this right as a

result of the same person, the company can limit their ability to exercise it at the same time due to reasons concerning the operation of the company.

# Section 34.- Specifying timetable and determining period of leave.

The timetable reduction and the duration of leave for breast-feeding outlined in this chapter are relevant to the worker's ordinary timetable. The worker must give the company fifteen days notice of their return to their ordinary timetable.

## CHAPTER X.- CLASSIFICATION AND PROFESSIONAL PROMOTION.

# **Section 35.- General Principles.**

Without affecting professional mobility and the versatility of the professional groups, the workers of the companies included in the scope of this Agreement will be classified according to the professional activities that have been agreed upon and/or, where appropriate, which are carried out, and according to the norms established under this system of professional classification, according to which they must be defined.

The workers will carry out the tasks appropriate to their professional group, as well as supplementary and/or auxiliary tasks which form part of the complete process of which they form a part.

When two or more tasks from two or more professional groups are carried out habitually within the conditions stipulated in this Agreement, the classification will be made according to the most prevalent functions.

# Section 36.- Basic aspects of professional classification.

- 1.- As a result of this Agreement, and in agreement with section 22.2 of the Statute of Workers Rights, a professional group is understood to be one which groups together professional abilities, qualifications, or general aspects of a service.
- 2.- Professional ability is the result of the global consideration of, amongst others, the following factors:
  - Knowledge.
  - Initiative and autonomy.
  - Complexity.
  - Responsibility.
  - Management capability.
  - Where appropriate, qualifications.

# Section 37.- Professional classification system.

The inclusion of the worker within each professional group will be the result of the global consideration of the above-mentioned factors and, where appropriate, required qualifications.

The professional classification system is configured by sector and, based on section 22 of the Statute of Workers Rights, by the groups, levels and professional promotions outlined in this chapter, where the functions appropriate to each group are listed.

The summary of the professional groups and levels established in this Agreement doesn't necessarily suppose that all of these must exist in each company or work centre, as their existence will always be a result of the activities which really have to be carried out.

## Section 38.- Professional groups: description.

# PROFESSIONAL GROUP A.- Directors or higher managers.

This professional group is composed of those persons that, due to their knowledge or professional experience, are attributed directorial, executive, coordinator or consultant functions, with autonomy, supervision capabilities and responsibility, according to their assigned functions.

This group includes departmental or area directors and managers.

# PROFESSIONAL GROUP B.- Technicians.

This group is composed of those who need a professional qualification related to the techniques needed for the specific work that they carry out, in order to do their job.

This group includes those with higher and ordinary degrees, and those doing work experience.

## PROFESSIONAL GROUP C.- I.T technicians.

This group is composed of persons that habitually carry out functions related to computer systems and developments, and who have the necessary qualification in order to do so.

This group includes project managers, analysts, system technicians, programmers, and system assistants.

# GROUP PROFESIONAL D.- Administration and operation.

The administration group includes those persons that by using the operational and computer equipment, habitually carry out the company's administrative functions.

The operation group includes those persons that carry out telemarketing operation tasks, tending to or managing calls, and/or carrying out administrative, commercial, public relations, organisational etc activities, either individually or by coordinating a group of persons.

This group includes administrative managers, administrative technicians, skilled workers, administrative assistants, service managers, supervisors, coordinators, managers and call centre operators/operators at any level.

# PROFESSIONAL GROUP E.- General services.

This group includes those persons that, without needing any professional qualifications or specialised knowledge of any sort, except those that they acquire simply by carrying out their work, carry out a variety of functions or assist in the company's general activities.

This group includes caretakers, porters, security and cleaning personnel.

# Section 39.- Promotion in the operations group.

The following levels are established within the operations group:

- Call centre operator.
- Specialist call centre operator.
- Manager.
- Coordinator.
- 1.- The call centre operators are those workers that carry out habitual and normal telemarketing tasks after prior training. They attend to or make contacts following established working procedures, and receive calls for the purchase of products or services that have been offered via any medium.

The level of specialist is reached automatically upon entering the company again after a year's work as a call centre operator.

- 2.- A manager is a worker that, by using the appropriate technology, carries out one of the following specialised activities:
- <u>Active sales:</u> Active sales are considered to be a manager's specialised activity
  when the worker prepares the sale, detects necessities, puts forward and offers a
  product/service, persuading and convincing the potential client using complex sales
  arguments without pre-established dialogue, closing a sales or acquisition
  agreement.

Active sales are not considered to be a manager's specialised activity when they are complimentary to a campaign or service, the main aim of which isn't sales, and when the action to be carried out is simply the supply of information on a product or service, even though it may end up with a sales or acquisition agreement, or if the sale is made as an extension of products or services that have already been contracted.

- <u>Technical support:</u> Technical support is considered to be a manager's specialised activity, when the worker provides specialised technical and/or computer support for complex problems that cannot be resolved by general customer service centres, identifying and differentiating the client's problem, outside of the systemised procedures, analysing and making a diagnosis of the problem, and resolving it through the use of acquired knowledge and the use of specific tools.
- Professional support: Professional support is considered to be a manager's specialised activity when the worker provides professional advice on complex problems that cannot be resolved automatically by following systemised procedures, identifying and differentiating the client's problem using acquired knowledge, resolving the problem, and activating, where necessary, the resources necessary to do so, within the following specialisations: Risk and investments in Telephone Banking and Insurance; Tax Advice; Emergencies.
- <u>Debt management:</u> Securing debts is considered to be a manager's specialised activity when the worker manages and negotiates the debts, administering a portfolio of debts, promoting, activating and carrying out the necessary actions to retrieve the debt.

Management of billing problems: Resolving billing problems is considered to be a
manager's specialised activity when, due to the complexity of certain problems, a
specialised second level unit is formed, where these complex problems that cannot
be solved by the other call centre operators are managed, identifying and
differentiating the client's problem beyond the systemised procedures, analysing
and diagnosing these, and providing a solution through the use of acquired
knowledge and the use of specific tools.

The workers that carry out these specialised activities will receive the salary corresponding to the level or manager whilst they carry out these activities, or a proportional part of the salary when these activities are not carried out over a whole month.

If they continuously carry out these activities for a whole year, they will consolidate their level as a manager. When these specialised activities are not carried out continuously, the level of manager will be consolidated after two years, as long as they have carried out these specialised activities for at least 150 working days during this period.

3.- A coordinator is a worker who coordinates a group of call centre operators or managers, being responsible for the work involved in the totality of the activities and processes of a campaign or service provided by the group to which they are attached, applying established procedures and norms, and receiving supervision for the work and its results.

Given the possibility that at some point the post or posts of telephone manager or coordinator may exist, where appropriate, the specialised call centre operatives and managers will be given preference over people outside the company, as long as they fulfil the necessary requirements to fill the vacant post.

## Section 40.- Professional classification commission.

The parties that signed this Agreement consider it necessary to reactivate and develop this Commission for the duration of the Agreement, being obliged to contract the services of an external consultancy company for the study, development and establishment of a classification and professional promotion system for the sector.

As a basis for the study the parties will formalise a final agreement which will be incorporated as an integral part of the Agreement.

The composition of said Commission and its functions will be established by the parties when they form it.

#### Section 41.- Levels.

GROUP A:	
Directors	Level 1
Heads of Departments or Areas	Level 2
GROUP B:	
Higher university degrees	Level 4

Normal university degreesLevel 5
GROUP C: Project Managers
GROUP D: Head of Administration
GROUP E: General professionalsLevel 11 General professionals' assistantsLevel 12

## CHAPTER XI.- CONCEPT AND STRUCTURE OF SALARY PAYMENTS.

## Section 42.- General payment principles.

The salaries that figure in the tables of the appendix of this Agreement are always gross sums.

# Section 43.- Salaries.

The salaries agreed in this Agreement are structured in the following way:

- A).- Agreement Base Salary.
- B).- Salary bonuses.
- C).- Bonuses external to salary

# Section 44.- Base salary.

The agreement base salary is that which corresponds to the worker according to the group or salary level that they belonged to, as described in this Agreement, which figure in the tables of the appendix.

The base salary is payment for the annual working timetable agreed upon in this Collective Agreement.

# **Section 45.- Salary increases.**

The tables in the appendix of this Agreement, show the salary increases agreed upon for the duration of this Agreement, structured according to the following points:

1.- Year 2004.-all the salaries included in the previous agreement increase by a percentage equal to the real CPI on 31/12/2004, (3.2%), backdated to January 1st 2004.

The company will honour the quantities derived from this increase within the first two months calculated from the date that the Agreement is signed.

2 - Year 2005.- Once they have been brought up to date to 31/12/2004, all the salaries included in this Agreement will increase by a percentage equal to the CPI forecast by the government (2%), plus 1.50 points, backdated to January 1st 2005.

This increase, (3.50 points in total), will be revised upwards if the real CPI for 2005 is higher than the forecast amount (2%) on 31/12/05, with the tables being updated and taking effect no later than 28/02/06.

3 - Year 2006.- Once they have been brought up to date to 31/12/2005, all the salaries included in this Agreement will increase by a percentage equal to the CPI forecast by the government for 2006, plus 1.75 points, with backdating to January 1st 2006.

Once the government forecast for 2006 is known, Collective Agreement Committee will proceed to produce the corresponding salary table for that year, without affecting what is outlined in the following paragraph.

This increase will be revised upwards if the real CPI for 2006 is higher than the forecast amount on 31/12/06, with the tables being updated and taking effect no later than 28/02/07.

# Section 46.- Salary supplements.

Salary supplements are the amounts which, where appropriate, must be added to the base salary for any concept outside the worker's ordinary annual timetable or their position in a professional group or salary level.

The supplements are principally related to one of the following areas:

- Personal: according to the personal conditions of the worker.
- <u>Position</u>: consisting of the quantities that the worker must receive according to the characteristics of their position or the manner in which they carry out their work.
- Time.

## **BONUSES**

# Section 47.- Supplements accumulated over more than a month.

The annual sums included in the salary tables contained in the appendix of this Agreement, include the base salary corresponding to the twelve calendar months of the year, plus the two extra payments, in June and at Christmas.

These extra payments must be made effective between the 15th and 20th, inclusive, of the months of June and December respectively, in proportion to the time worked in the calendar half-year to which each corresponds.

Via an agreement between company and the worker, the total amount of the extra payments can be attributed to the twelve monthly payments.

# Section 48.- Supplements for position.

Languages bonus: this is the bonus received by operations personnel whose work requires the use of one or more foreign languages, or the use of regional dialects associated with regions outside the place of work.

The amount of this bonus for the complete working timetable, is 86.83 euros for 2004; and 89.87 for 2005. Once the government's forecast is known to 2006, Collective Agreement Committee will establish the amount of the bonus for that year. The Collective Agreement Committee will revise and update the quantity fixed for 2005 and 2006, if the real CPI for those years changes.

If the worker has a part-time contract, the bonus will be proportional to their contract, regardless of the amount of time that they use the language or dialect.

# Section 49.- Supplements for bank holidays and Sundays.

- 1.- The worker who works on any of the 14 annual bank holidays, apart from the compensation of one day's holiday, will receive the bonus outlined in the appendix tables of this Agreement.
- 2.- The following days will be considered as special bank holidays:
  - December 25th.
  - January 1st.
  - January 6th.

These days will be compensated with the bonuses contained in the appendix tables, apart from the compensation of one day's holiday.

The 24th and 31st of December will also be considered as special bank holidays after 8 p.m., with the applicable bonuses contained in the appendix tables.

- 3.- The worker that works on a Sunday will receive the bonus that figures in the appendix tables of this Agreement.
- 4.- The bonuses for Sundays and special bank holidays cannot be accumulated, and where they coincide the special bank holiday will take prevalence.

# Section 50.- Nightshift bonus.

Matters relating to night shifts will be covered by the material outlined in the Statute of Workers Rights.

Workers who normally work between 10 p.m. and 6 a.m., will receive a nightshift bonus of 1.30 euros per hour during 2004; and 1.35 euros per hour in 2005. Once the government forecasts for 2006 are known, Collective Agreement Committee will establish the quantity of this bonus for that year. The Collective Agreement Committee will also revise and update the quantity fixed for 2005 and 2006, if the real CPI for those years changes.

## Section 51.- Overtime.

Whilst the parties that sign this Agreement agree on the convenience of reducing overtime to a minimum, they would like to establish the following evaluation criteria for those cases where overtime does occur:

Independent of the real salaries received by the worker, the value of overtime hours will be the result of applying the percentages which are detailed below to the value of an ordinary hours work, calculated in the following manner:

- Ordinary standard hour equal to annual agreement table salary divided into the effective annual timetable.
- a).- Daytime overtime: carried out between 6 a.m. and 10 p.m., will incur an increase of 25% over the value of the ordinary hour.
- b).- Night-time overtime: carried out between 10 p.m. and 6 a.m., will incur an increase of 60% over the value of the ordinary hour.
- c).- Daytime overtime on bank holidays, (not Sundays): carried out between 6 a.m. and 10 p.m., will incur an increase of 60% over the value of the ordinary hour.
- d).- Night-time overtime on bank holidays: on bank holidays (not Sundays), carried out between 10 p.m. and 6 a.m., will incur an increase of 80% over the value of the ordinary hour.

By individual agreement, overtime may be compensated with leave, one hour for one hour, in cases a) and b) and one hour for half an hour in the other cases.

#### **SALARY SUPPLEMENTS.**

# **Section 52.- <u>Transport bonus.</u>**

For every day's work the transport bonus is established for those workers who begin or finish their working day after midnight and before 6 a.m.

If the beginning and the end of the working day occur within the timetable fixed in the above paragraph, the amount fixed for this bonus will double.

The quantities fixed for this bonus will be as follows: 4.34 euros during 2004; and 4.50 euros in 2005. Once the government forecast for 2006 has been made, the Collective Agreement Committee will establish the quantity of this bonus for that year. The Collective Agreement Committee will also revise and update the amounts fixed for 2005 and 2006 if the CPI for these years is revised and updated.

# **Section 53.-** <u>Transport costs and expenses.</u>

a).- Transport costs: Journeys carried out as a consequence of tasks assigned to staff, beyond the municipality where they carry out their work, will be paid for by the company.

When the worker uses their own vehicle for these journeys, after authorisation from the company, they will receive compensation of 0.20 euros per kilometre.

b).- Expenses: workers, who was a result of company needs, have to go to a different town from the one where their work centre is located, will receive 14 euros expenses when they eat out at lunchtime and sleep in their home; and 24.66 euros, when they eat out twice, and sleep in their home. When they sleep outside their home, the company will cover the costs of accommodation, which will never rise above three stars in category, and must be justified with the corresponding receipt.

# Section 54.- Price repercussions and disloyal competition.

Both parties expressly agree that the conditions agreed upon in the Agreement have repercussions for the prices of the services.

Disloyal competition, with the consequences derived from current legislation, includes those commercial offers made by the companies that are lower than the costs in the current Agreement. This covers all the costs for any economic concepts included in this agreement.

# CHAPTER XII.-HEALTH AND SAFETY AT WORK.

# Section 55.- Health and safety.

The companies and workers that fall within the scope of this Agreement, are obliged to observe and comply with the procedures contained in current health and safety norms, and especially with those in Law 31/1995, of November 8th, on Health and Safety, as well as those in Royal Decree 39/1997 by which the Health and Safety Services Regulations are approved.

To this end, and complimentary to the norms mentioned about, the following norms are understood to be specific to the telemarketing sector,

- Royal Decree 488/ 97 of April 14th, on minimum health and safety procedures, relative to work with equipment that includes screens, and
- Royal Decree 486/ 97 of April 14th on minimum health and safety procedures in workplaces.

Together with the above norms, the recommendations contained in the following will also be considered:

- 1.- The Technical Guide on the evaluation of prevention of risks relative to the use of equipment which includes screens, from the National Institute of Health and Safety at Work.
- 2. The Technical Guide on the evaluation of prevention of risks relative to the use of workplaces, from the National Institute of Health and Safety at Work.
- 3.- The Ministry of Health protocol for medical checkups for users of screens.

Compliance with these will be promoted through the election of Health and Safety Delegates, and the creation of Health and Safety Committees. Companies will also carry out a risks assessment and a health and safety plan, in agreement with the norms indicated in this section.

## Section 56.- Pauses in screen use.

As well as the breaks indicated in section 25 of this Agreement, and without these being accumulative to those mentioned here, and within the consideration of the effective time worked, operations personnel that carry out their work using computer screens, will have a pause of five minutes for every hour worked. These pauses will not be accumulative.

The company will be responsible for the distribution of and manner of taking these breaks, organising them logically and nationally according to the needs of the service, without the beginning of these pauses being put off or advanced more than 15 minutes with respect to the completion of the hour to which they are related.

# **Section 57.- Health and Safety Committee.**

Within a month of this Agreement being signed, a Health and Safety Committee will be formed which will consist of 4 representatives of the company and 4 representatives of the trade unions that sign this Agreement. Two people for each of the representations that make up said commission can join the meetings, with the right to speak but without the right to vote, as advisers.

When the Committee is formed a permanent secretary will be chosen, as will the address were said Committee can receive official notices, and its internal operational rules will be approved.

In each meeting the Commission and those with the right to speak and vote will choose one person to moderate the debates.

The members of this Commission will carry out their representative role for the duration of this Collective Agreement and, this representation will be extended until a new Agreement is signed.

When the Health and Safety Committee is formed, it can name an equal number of substitutes that will substitute the main representatives in case of their absence, resignation or death, within the terms outlined by its internal regulations.

# Section 58.- Functions of the Health and Safety Committee.

It's specific functions are as follows:

a).- Represent the telemarketing sector in the Health and Safety Foundation, being its valid interlocutor and, as a result, promoting specific actions and projects within the sector relating to matters within its field.

It will collaborate with the Foundation in the monitoring of approved initiatives, as well as requesting that the foundation include the peculiarities and necessities of the telemarketing sector within its general aims and the general plan that it establishes.

- b).- Make sure that the matters dealt with in this section of the Agreement are dealt with and, where appropriate, ask the Collective Agreement Committee whatever questions may derive from the application and interpretation of the articles referring to health and safety at work, with the corresponding report if appropriate.
- c).- Report on compliance with health and safety norms, both generally and, where appropriate, specifically, promoting this appliance through the appropriate channels.
- d).- Agreement on whatever instructions are necessary for the optimum management of the resources destined for health and safety at work.
- e).- Request the suggestions that they consider to be necessary from the companies and the Health and Safety Delegates and Health and Safety Committees, in order to improve the risks assessment and health and safety plans.
- f).- Carry out studies on investigations in health and safety matters, as well as organising small courses and conferences on these.
- g).- Issue reports, either on their own initiative or on the request of other parties, on issues within their mandate.
- h).- Approve their internal operation regulations, and the modifications which must be made to these, either due to the work of the Foundation or due to the Commission's own needs.
- i).- Make an annual report on the health and safety situation in the telemarketing sector.
- j).- In general, anything else necessary for carrying out their activities and functions.

# Section 59.- Monitoring health.

All personnel affected by the scope of this Agreement will agree to annual medical checkups paid for by the company. The checkups will always be voluntary; to this end, the companies will write to the workers indicating when their checkups will take place, including a form for those workers that do not wish to undertake the check-up to communicate this to the company.

Regardless of the above, however, the criteria outlined in section 22 of the LPRL and section 37 of the health and safety services Regulations will be applicable.

As a result, the monitoring of health will be included as a fundamental part of health and safety activities, and the results will be analysed with epidemiological criteria, with the aim of investigating the possible relation between exposure to risks and dangers for health, and proposing the resulting measures for the improvement of the working conditions and environment.

The measures for monitoring health must include, as a minimum:

- A).- Medical/working record of the worker and checkups: urine and blood analysis; electrocardiogram when there is a family history of risk and, in general, after the age of 40.
- B).- Examination by a specialist: examinations of hearing and the throat by specialists.
- C).- Application of Ministry of Health medical checkups protocol for users of screens, with a special evaluation of the risks which might affect workers who are pregnant or who have recently given birth, and workers who are especially sensitive to determined risks. (Visual functions questionnaire; ophthalmological check up; osteomuscular symptoms questionnaire; examination of the osteomuscular system; questionnaire on characteristics of the task; questionnaire evaluating mental load.)

## Section 60.- Risks assessment.

With the aim of evaluating risks and producing a health and safety plan, a list of the minimum number of risk factors that must be examined by companies in the sector in such an evaluation has been established:

- A).- Physical, chemical and biological factors: temperature, humidity, air currents, aeration/ventilation, installation of air-conditioning; lighting, annoying reflections; noise levels; presence of radiation; annoying levels of dust or fumes in the atmosphere; contact with chemical products (such as manipulation of toner); infections due to the habitual use for headphones, voice tubes, microphones and conventional telephones.
- B).- Safety factors: falls on the same or different levels; detachment or falling of objects; electrical contacts; fires or explosions, evacuation in the case of emergency, emergency signs, fire prevention measures and signs for fire prevention equipment.
- C).- Ergonomic factors: application of the Technical Guide of the National Institute for Health and Safety for the evaluation of work posts with computer screens; tidiness and cleaning; physical efforts that provoke fatigue; computer lists and documents with text that is too small and insufficient space between lines.
- D).- Psychosocial and organisational factors: pauses in the work; time between calls less than 23/35 seconds in automatically dialling posts; fatigue and the negative effects associated with the physical and mental demands of a task; knowledge about and transparency of working procedures and their supervision; knowledge about and transparency of the pauses to follow in the management required by the client; shifts and working hours which negatively interfere with family life.

# Section 61.- Training and information on health and safety.

Health and safety includes as a priority the training of all those implicated in health and safety activities.

For convenient uniformity in the training and information that should be delivered on health and safety matters in the sector, with reference both to Health and Safety Delegates and workers, the companies will ensure, independently of the different people and organisations that give the courses, that information and training is given, at a minimum, in line with the following programme:

A).- Training for the Health and Safety Delegates.

The subjects will follow the following modules and hours:

- 1.- Basic concepts of health and safety at work. Total duration: 8 hours. Subjects:
  - 1.1.- Work and health. (1 hour)
  - 1.2.- Risks at work (3 hours)
    - 1.2.1.- Locating risks.
    - 1.2.2.- Common risks.
    - 1.2.3.- Classification of risks.
    - 1.2.4.- Procedures.
    - 1.2.5.- Health and safety types and focuses.
  - 1.3.- Damage at work (3 hours).
    - 1.3.1.- Accidents at work
    - 1.3.2.- Professional illnesses.
    - 1.3.3.- Stress, getting older, lack of satisfaction.
  - 1.4.- Marco norms (1 hour).
    - 1.4.1.- Definition of concepts according to the LPRL.
    - 1.4.2.- Principles of health and safety action.
    - 1.4.3.- Obligations of the company and of the worker.
    - 1.4.4.- Public organisations associated with health and safety at work.
    - 1.4.5.- Advice and participation.
    - 1.4.6.- Responsibilities and punishments.
    - 1.4.7.- Other norms.
- 2.- Risks and their prevention (Total duration 11 hours). Subjects:
  - 2.1.- Risks associated with safety conditions (1 1/2 hours)
    - 2.1.1.- Places of work.
    - 2.1.2.- Electrical risks
    - 2.1.3.- Fire risks.
  - 2.2.- Risks associated with environmental conditions (1 1/2 hours)
    - 2.2.1.- Physical contaminants: noise, vibration, lighting, temperatures, radiation.
  - 2.3.- Specific risks (4 hours)
    - 2.3.1.- Work risks associated with computer screens.
    - 2.3.2.- Risks associated with working place conditions.
- 2.4.- Risks associated with psychosocial and organisational factors (3 hours).
- 2.5.- Risks associated with the operation of health and safety itself (1 hour).
- 3.- Basic elements of health and safety management (Total duration 13 hours) Subjects:
  - 3.1.- Organisational health and safety work (9 hours)
    - 3.1.1.- Identification of risks.
    - 3.1.2.- Evaluation of risks.
    - 3.1.3.- Implementation of preventative measures.
    - 3.1.4.- Monitoring system.
  - 3.2.- Improve participation (2 hours).
    - 3.2.1.- Health and safety training.
    - 3.2.2.- Information for the worker.

- 3.3.- Documentation and health and safety organisations. (2 hours).
- 4.- Monitoring workers health (Total duration 2 hours). Subjects:
  - 4.1.- Monitoring health (2 hours).
- 5.- Elemental health and safety systems: special health and safety measures (total duration 4 hours). Subjects:
  - 5.1.- Signs (1 hour)
  - 5.2.- Individual protection equipment (1 hour)
  - 5.3.- Emergency and evacuation plan (2 hours).
- 6.- First aid. (Total duration 2 hours).
- B).- Training and information for workers.

The training and provision of information for workers will be provided via a single brochure for the whole sector, which will provide practical training and information, and will be given to all of the workers when they are contracted.

This brochure, the model for which will be approved by the Health and Safety Committee, must be complemented by the specific points relating to each company, fundamentally in everything related to instructions for actions in case of evacuation, and in agreement with everything established in the emergency and evacuation plan in each case.

#### CHAPTER XIII.-MATERNITY LEAVE.

## Section 62.- Suspension of the work contract.

- 1.- The working contract can be suspended due to maternity, pregnancy risks for the working woman, and adoption or pre-adoptive and permanent fostering, of children under six years of age.
- 2.- The suspension and reservation of the working position in the case of a woman giving birth will last sixteen uninterrupted weeks, which may be extended in the case of multiple births by two weeks more for each child after the second. The suspension period may be distributed at the request of the interested party, as long as six weeks are taken immediately after the birth. In the case of the death of the mother, the father may make use of the totality, or where appropriate, the remaining part of the suspension period.

Regardless of the above, and without affecting the mother's obligatory six weeks rest immediately after the birth, if both the father and mother work, the mother, upon beginning the period of maternity leave, may opt for the father to use a determined and uninterrupted part of the maternity leave after the birth, either simultaneously or successively, unless this poses a risk to the mothers health at the time at which this option is taken.

In the cases of adoption and pre-adoptive and permanent fostering of children under six years of age, the suspension will last for 16 uninterrupted weeks, extendable in the case of multiple adoption and fostering by two weeks more for each child after the second, taken by the choice of the worker either from the time of the administrative or judicial decision, or after the judicial ruling that formalises the adoption. The duration of the suspension will be sixteen weeks in the cases of adoption and fostering of children under six years of age when these are handicapped or if these have special difficulties in adapting socially and to the family, when these cases are accredited by the competent social services, and are due to personal experiences and circumstances, or because the child comes from abroad. If both the mother and father work, the suspension period may be distributed at the choice of the interested parties, who may either use this simultaneously or successively, always in uninterrupted periods, and within the limits outlined.

In cases of international adoption, the material outlined in the Statute of Workers Rights will be applied.

In cases where periods of rest are taken simultaneously, the sum of these cannot exceed the period of sixteen weeks outlined in the above paragraphs or the periods which apply to multiple births.

The periods referred to in this section may be enjoyed by part-time and full-time workers, upon agreement between the companies and the affected workers as determinedly legally.

#### **Section 63.- Maternity leave.**

- 1.- In agreement with the material outlined in section 26 of the LPRL, which is applied complementarily, the exposure of pregnant female workers, or those who have recently given birth, to working conditions that may negatively influence the health of the worker or the foetus, must be included within the assessment of risks. If the results of this evaluation reveal a risk to pregnancy or to breast-feeding, the company will take the necessary measures to avoid this risk, either by adapting working conditions or the time of work, and preventing night work and shifts.
- 2.-when this adaptation is not possible, or if despite this adaptation, the conditions may negatively affect the health of the female worker or the foetus, or the health of the mother or the child during the breast-feeding period, according to official medical certification, then the worker must occupy a position or function compatible with their state, making this change in agreement with the rules that are applied for cases of professional mobility, and lasting up until a time when the state of health of the worker allows them to return to the original post.

When, despite the above, no compatible position or function exists, the worker may be sent to a position which does not correspond with her group, whilst conserving the right to all her salary associated with the original post.

- 3.- If the change of post is not technically or objectively possible, the worker's contract may be suspended due to the risk to the pregnancy, as contemplated in section 45. 1, d), of the Statute of Workers Rights, for the necessary period of time.
- 4.- Pregnant workers will have the right to paid absences, in order to carry out prenatal examinations and classes, having advised the company and provided justification for these absences within the working day.

### **CHAPTER XIV.-SOCIAL PROVISIONS.**

# Section 64.- Supplements in the case of temporary disability.

- 1.- Improvements agreed upon in the companies or those which are habitually applied will always be respected.
- 2.- Temporary disability as a result of an accident at work or hospitalisation: companies will provide up to 100% of the agreed upon salary, from the first day, and with a medical certificate.
- 3.- Temporary disability due to ilhess:
- a).- From day 1 to 3, 70% of the Agreement salary, with a limit of nine days a year, and with a medical certificate.
  - b).- From day 4 to 20, 75% of the Agreement salary and with a medical certificate.
- c).- From day 21 onwards: 100% of the Agreement salary, up to one year, and with a medical certificate.

Workers are obliged to present the Social Security medical certificate within 72 hours, accepting that, given warning, they may be checked by the insurance company's doctor, so that this doctor may report on the impossibility of the worker carrying out

their work. If there is a discrepancy, a Social Security medical inspection will be carried out.

#### CHAPTER XV.-MISDEMEANOURS AND PUNISHMENTS.

## Section 65.- General principles.

- 1.- The current disciplinary norms are designed to maintain discipline at work, a fundamental aspect of normal coexistence, technical order and the organisation of the company, as well as a guarantee and defence of the rights and legitimate interests of the workers and the company.
- 2.- Misdemeanours, whenever they constitute a breach of contract on the part of the worker, may be punished by the management of the company in agreement with the levels established in this section.
- 3.- All misdemeanours committed by the workers will be classified as light, serious and very serious.
- 4.- The misdemeanour, however it may be qualified, must be communicated in writing and explained to the worker by the company.
- 5.- Punishments for serious or very serious misdemeanours will be communicated to the legal representatives of the workers.

## Section 66.- Minor misdemeanours.

The following are minor misdemeanours:

- 1.- More than three occurrences of a lack of punctuality over a period of thirty days without a justifying cause.
- 2.- Missing work for one day during a period of one month, with no justification. This will be considered as serious if the absence causes great problems for the company.
- 3.- Leaving the work post or service without justification for a brief amount of time during the day. If as a result of this the company, workmates, clients or other staff suffer considerable damage, then the misdemeanour may be considered to be serious or very serious.
- 4.- Not giving advanced warning of absence from work for a justified reason; and not providing justification, within the following twenty four hours, except where a reason why this was impossible to do is provided.
- 5.- Lack of care and distractions which affect the work or the care and attention of machines, tools, and installations belonging to the company or the client. When this leads to serious consequences for the service, the misdemeanour may be considered as serious or very serious.
- 6.- Non-observance of the orders of the service, as well as disobedience of the managers, relating to matters of a lesser importance.
- 7.- Lack of respect and consideration, relating to matters of a lesser importance, for subordinates, workmates, managers, staff and the public, as well as arguing with these within the working day and using bad language with these.
- 8.- Occasional lack of personal cleanliness.

- 9.- Not telling the company about changes of address and other circumstances which may affect their work.
- 10.- Not attending to the public with the correct behaviour and diligence, as long as there is no complaint from the client, in which case this may be qualified as serious or very serious.

### Section 67.- Serious misdemeanours.

The following are serious misdemeanours:

- 1.- Committing more than two minor misdemeanours in one quarter, except when these refer to punctuality, even though the misdemeanours may be different, as long as a punishment has been communicated in writing.
- 2.- More than four punctuality misdemeanours in a period of thirty days.
- When a co-worker has to cover the post, just one punctuality misdemeanour will be enough in order for it to be considered serious, if there is no justifying cause.
- 3.- Not attending work for two days in a period of one month, with no justification. This will be considered very serious if the results of the absence cause serious damage to the company.
- 4.- Serious disobedience of superiors in working matters and similar discourtesy to workmates, managers or the public. If this implied a manifest breakdown in discipline or if it led to serious damage to the company, workmates or the public, then this would be considered as very serious.
- 5.- Pretending to be a workmate when clocking in or signing, which will result in punishment for both parties.
- 6.- The voluntary reduction of habitual activity and negligence in work which affects the successful running of the service.
- 7.- Feigning illness or an accident and not delivering the official justification within seventy two hours of its issue, except when proven that it was impossible to do so.
- 8.- Using time, materials, tools and machines in matters unrelated to work or for their own benefit.
- 9.- Being responsible for the disappearance of tools, both those belonging to the company and its clients.
- 10.- Causing accidents due to misconduct, negligence or inexcusable rashness.
- 11.- Taking records, documentation, notebooks or any other type of visual annotations and written material that they have access to, without the appropriate formalities, and committing misdemeanours which, due to their seriousness or repercussions, deserve special punishment; if these have special relevance they will be considered to be very serious.

### **Section 68.- Very serious misdemeanours.**

The following are considered to be very serious misdemeanours:

- 1.- The reoccurrence of a serious misdemeanour within a six-month period, even if it is of a different nature, as long as a punishment was delivered.
- 2.- More than twelve unjustified punctuality misdemeanours, committed in a period of six months or thirty over one year, even if these have been punished independently.
- 3.- Three or more unjustified misdemeanours at work in one month, more than six in a period of six months, or thirty in one year, even if these have been punished independently.
- 4.- Lying, disloyalty, fraud, abuse of trust and thieving or robbery, both from workmates and the company or from third parties related to the service, whilst carrying out their tasks or outside these tasks.
- 5.- Making disappear, misuse, and causing damage to machines, systems, installations, buildings, belongings, documents, etc., relating both to the company and its clients, as well as causing accidents due to rashness, negligence or inexcusable carelessness.
- 6.- Carrying out work on their own or others' account whilst being temporarily off work, as well as manipulating or falsifying information in order to extend their time off work.
- 7.- The continuous and habitual lack of cleanliness, of such a nature that it produces justified complaints from managers, workmates or third parties.
- 8.- Drunkenness or any other type of intoxication by drugs that is made obvious during the working day, and has repercussions for the work.
- This will only be punishable with dismissal when the intoxication is habitual, understanding habitualness as when there have previously been two written warnings for the same reason.
- 9.- Breaching the secrecy of correspondence for any type of document belonging to the company or those persons whose offices or installations are being used in the provision of the service, and not using the appropriate discretion and natural secrecy required by the matters and services which, by the nature of their contents, should evidently be applied, as well as incorrectly using the information contained in the databases, and breaching the applicable Data Protection Law.
- 10.- Verbal or working abuse, a serious lack of respect and consideration for superiors, workmates, staff under their control or their family members, as well as the clients and those persons in whose offices and installations the work is carried out, and the employees of these should there be any.
- 11.- Leaving positions of responsibility having taken on these positions, and inhibition or passivity in carrying out this work.
- 12.- A voluntary and continuous reduction in performance.
- 13.- Acts of sexual harassment, with these being considered especially serious when they are directed to subordinate staff involving the abuse of a position.
- To this end, acts of sexual harassment will be considered as all of those conducts which, within the place of work, are offensive and not desired by the person that suffers them, creating an offensive, hostile, intimidating and humiliating working atmosphere, leading to a situation that affects the employee and the working conditions.
- 14.- Abuse of authority.
- 15.- Disloyal competition, by undertaking on their own account activities which are identical to that of the company within or beyond the working day, or dedicating themselves to private occupations which are in direct competition with the service.
- 16.- Demanding or requesting payment or prizes from third parties for their services, whatever the method or pretext used for this.

17.- Carelessness at work, if this implies the risk of an accident for themselves, workmates or staff and the public, or the danger of a breakdown in the installations.

### **Section 69.- Punishments.**

1.- For minor misdemeanours: a).- Verbal reprimand.

b).- Written reprimand.

c).- Suspension of the employee and their salary for

up to two days.

2.- For serious misdemeanours: a).- Suspension of the employee and their salary for

one to ten days.

b).- No possibility of promotion for one year.

3.- For very serious misdemeanours: a).- Suspension of the employee and their salary for 11 days to three months.

b).- Temporary or permanent loss of working

category.

c).- Dismissal.

In imposing the above punishments current legislation will be followed, informing the workers' legal representatives, should there be any, of punishments for serious or very serious misdemeanours.

The misdemeanours expire after 10 days when they are classified as minor; 20 days when they are classified as serious; and 60 days when classified as very serious, with this being calculated from the date on which the company knew about the actions, and in any case six months after having been committed.

All misdemeanours will be noted in the workers personal file, with minor misdemeanours being cancelled after two months, serious misdemeanours after four months and very serious misdemeanours after one year.

#### CHAPTER XVI.- PROFESIONAL TRAINING.

### Section 70.- General principles.

In agreement with section 23 of the Statute of Workers Rights, and with the aim of facilitating the training of the staff that work in this sector, the workers will have the right to see those studies aimed at obtaining officially recognised academic or professional titles facilitated, and to receive improvement courses organised by the company itself and other organisations.

### Section 71.- Aims.

Professional training aims to attend to the following objectives, amongst others:

- A).- Adaptation to the working position and its modifications.
- B).- Specialisation within the work itself.

- C).- Professional retraining.
- D).- The extension of the workers' knowledge applicable to activities in the sector.

# **Section 72.- <u>Training at the sector level.</u>**

The parties that sign this agreement, except the entire contents of the current National Agreement on Continuous Training, following its procedures within the scope of this Agreement.

To this end a Committee will be created, within a month following the publication of this agreement, which will function as a Sector Training Commission, and will consist of four representatives of the union organisations that sign this Agreement, and four representatives of the company.

This Commission will operate as it decides, and may also consist of two people for each one of the two sides, in the role of consultants with voice but without vote.

The Sector Training Commission has the power to develop whatever initiatives may be necessary for the application of said National Agreement.

The agreement of this section will be governed by the norms of section 86.3 of the Statute of Workers Rights.

### Section 73.- Information.

The companies will inform the workers' legal representatives in advance of their annual training plan, with these being able to issue reports on this that in no way will be binding.

## Section 74.- Prior training periods and continuous training.

The training period of an operator prior to contracting them will be understood to have finished when the person attends to real calls.

When the contracted workers are obliged to attend training courses, the companies will pay for the hours used at the standard hourly rate in the Agreement according to the worker's salary level.

## **CHAPTER XVII.- TRADE UNION RIGHTS.**

## Section 75.- Workers' representatives.

With regard to the norms of this agreement, references to the workers legal representatives refer to both individual and union representatives.

### Section 76.- The right to information.

The companies will provide the workers' individual representatives, and each of the legally formed union groups, with a notice board in each work centre, - either internal or external - , which will allow these groups to provide work and union information and communications in an easily visible and accessible location. It is forbidden to provide such information and communications elsewhere.

### Section 77.- Workers' representatives hours.

The paid hours for the workers' legal representatives outlined in the Statute of Workers Rights can be accumulated monthly by one or more members, by their own volition.

This accumulation can be by months, and those that are not used cannot be transferred to other months, either collectively or individually, except in those companies where due to the number of workers there is only one representative, in which case said worker can accumulate his hours over every two months.

To this end, the use of the accumulated hours must be presented to the company in writing before they are used, signed by the person that authorises this and the person that uses them.

## **Section 78.- Electoral procedure. Election.**

In agreement with section 69.2 of the Statute of Workers Rights, and given the movements of personnel within the sector, any worker over the age of 18 and with at least three months in the company is electable.

Given the special characteristics of work in telemarketing companies, elections for personnel delegates and members of the company's employee committees will be held on a provincial level. As a result an employee committee will be formed in those companies at this level that have over fifty workers. If this number is not reached the corresponding number of personnel delegates will be chosen.

## Section 79.- Representation in a temporary merger of companies.

When there is no workers' legal representation within a temporary merger of companies, in agreement with Section II, chapter I of the Statute of Workers Rights, the unions will have the right to name a union delegate in any temporary merger of companies that has over one hundred workers, regardless of their type of contract.

The union delegates named in agreement with the above paragraph, will have the rights, powers and abilities outlined in section 10 of the LOLS, except in reference to time credits, that will be limited to fifteen hours per month.

# Section 80.- Information on personnel selection procedures.

Companies will be obliged to inform the workers' legal representatives of the criteria to be followed in the personnel selection process, as well as the beginning of the campaign for this process, and where possible, the number of workers to be contracted.

If these criteria do not change from one selection process to another, the company will not have to repeat this information.

# Section 81.- Preference for the workers representatives.

The workers' legal representatives will be given priority over other workers to stay permanently in the work centres, within the scope of their functions, in the case of the early termination of workers' contracts due to a reduction in the volume of work, in agreement with the regulations of this Agreement.

## CHAPTER XVIII.-COLLECTIVE AGREEMENT COMMITTEE.-

# **Section 82.- Composition and functions.**

In agreement with section 85.2 of the Statute of Workers Rights, a Collective Agreement Committee will be formed to interpret and follow this Agreement.

This Committee will be based in Madrid.

The Committee will be made up of five representatives for each of the parties, syndicates and companies signing the Agreement. Four substitutes will also exist for each of the parties following exactly the same criteria. The Committee may use the services of permanent or temporary consultants regarding matters within their competence, who will be freely chosen by the interested parties, and will have voice but no vote.

Every year the Committee will choose a President and a Secretary from amongst its members with voice and vote. Both the President and the Secretary positions will alternatively be held by representatives from the unions and the company, with it not being possible for both positions to be held by representatives from the same parties at the same time.

The Committee's agreements always require the favourable vote of the majority of each one of the representations.

Specific functions of the Committee include:

- A).- The interpretation and development of this Agreement.
- B).- Monitoring the application and development of this Agreement, elaborating a quarterly monitoring plan.
- C).- Make a quarterly report on the evolution of employment and contracting in the sector.
- D).- Mediate in those conflicts that are voluntarily put to them by the affected parties and that fall within the application or interpretation of this Agreement.
- E).- To have prior administrative and judicial knowledge of the collective conflicts that may be put forward by those who are legitimated to do so, with respect to the application of the provisions of this Collective Agreement.

The subjugation and solution of a matter by the Committee will release this body from the obligation of prior knowledge.

- F).- Draw up an annual report on the level of compliance with the Collective Agreement, on difficulties that have arisen in its application and interpretation and on the development of the works outlined in the Agreement and delegated to specific Committees.
- G).- Interpret and resolve whatever matters may arise in relation to the duration of the workers' representatives' mandate due to alterations in the companies' staff, as well as the number and makeup of these or of their legal representative organisations.

## **Section 83.- Procedure.**

The matters put to the Committee by any of the parties that sign this Agreement will be classified as ordinary or extraordinary, with any of the parties that make up the Committee deciding on this classification.

In the first case, the Committee must resolve the matter within 15 days, and in the second case, within 48 hours.

Independent of the meetings that have to be held on the request of the parties that make up the Committee, the President will call a quarterly meeting to monitor the Committee's functions and tasks.

The President will indicate the matters to be dealt with in the meeting when he calls it, producing written minutes of the meetings, which will be distributed to all the members of the Committee within one month.

When the meeting is requested by the workers and the companies, the initiation of the procedure will be formalised in writing and must include the following:

- 1.- Identification of those that request the meeting, with the necessary personal and company details.
- 2.- The context in which they are acting (worker or company representative) outlining where appropriate the powers of representation.
  - 3.- Type of action required.
  - 4.- Outline of the facts and points submitted.
- 5.- Signature. If the action required is one of mediation, the written request must be jointly signed by the conflicting parties, and the voluntary desire to submit the controversy to the mediation of the Committee will be made explicit.

The Committee may establish a standard manner of initiating procedures.

The costs which may arise as a result of the Committee's activities will not be the responsibility of the members of the unions that have signed the Agreement, or of the organisations associated with the company representatives that sign the Agreement.

Once the written initiation of a procedure has been received, and the Committee has met, the written request will be examined within a maximum period of 15 days, observing whether or not the requirements are met and the facts and points to be covered are sufficiently clear, and what type of action is required.

If incurable formal defects are observed the period for solving the matter will be suspended, and the parties must solve these defects within a period no greater than five working days, after which, if this has not been done, the matter will be filed away.

If the outlined facts or submitted points do not make intentions clear, the matter will also be suspended, and the parties must clarify these problems within a period no greater than five working days, after which, if this has not been done, the matter will be filed away; if only one of the parties complies with this, the Committee will work on the basis of the clarifications made by the party that complied.

If the type of action required is beyond the competence of the Committee, the Committee will communicate this to the parties immediately, filing away the matter.

The Commission may request the reports and technical consultations that it considers may help with the solution of the problems.

Once all the requested reports and clarifications have been received, the Commission will meet within the following five working days to produce a report on the resolution of the problem.

The procedure will be finalised via a report or agreement, as appropriate, issued by the Committee within the established period of time, which will be communicated to the affected parties, including an original copy of the report on the case, once it has been signed by the President and the Secretary. The parties may request whatever certifications are required, that will be signed by the Secretary with the approval of the President.

If no agreement results from the Committee's meeting, the position of each of the representations will be made clear in the report or agreement.

The request for the Committee's intervention will not deny the interested parties the right to use administrative, arbitration or judicial channels, as appropriate.

For all the procedures examined by the Committee, a corresponding report will be opened and filed, once the process is finished, at the Committee's headquarters, in the custody of the Secretary.

For the duration of the Committee's procedure, the parties cannot fall back on other measures, or apply pressure or declare collective conflict until the Committee has decided upon the matter put to it.

# Section 84.- <u>Timetable credit for the Collective Agreement Committee.</u>

For the correct administration and government of this Agreement via the established sector commissions, and for these to carry out their work, the union organisations that sign this third Agreement will have the right to use the volume of hours corresponding to fourteen free persons, eight of whom will be assigned to COMFÍA-CCOO and six to FeS-UGT, in agreement with the representation outlined in the negotiation of this Agreement.

The use of this right will be determined by agreement with each union organisation.

CHAPTER XIX.-EXTRAJUDICIAL SOLUTION OF CONFLICTS.

## Section 85.- Submission to the ASEC.

The parties that sign this agreement believe that it is necessary to establish voluntary procedures for the solution of collective conflicts; for this reason they agree to adhere to the current AGREEMENT ON EXTRAJUDICIAL SOLUTIONS TO COLLECTIVE CONFLICTS (ASEC), and any other that may substitute this during this Agreement's duration, with these having full effect within the scope of this Agreement.

Those collective conflicts that fall exclusively within the realm of an Autonomous Community, will be submitted to the instructions created to that effect in said Community.

## **ADDITIONAL NORMS.**

# FIRST ADDITIONAL NORM.- Common-law couples,

The same rights included in the Agreement for married couples will also be applied to persons who have not got married to each other, but who live together as an affectionate, stable and lasting couple, once this has been certified through inscription in the corresponding official registry or common-law couples. This certification may be substituted by the act of a notary in those towns where such an official registry does not exist.

In the case of the conflict of interests between third parties, the recognition of the corresponding right will be made in agreement with the Agreement that is dictated by the competent judicial or administrative authority, based on current legislation.

## **SECOND ADDITIONAL NORM.- Gender.**

In the text of the agreement the masculine form has been used generically to include all male and female workers, without this supposing an ignorance of the differences between the genders, but simply as a means of simplifying the document.

### THIRD ADDITIONAL NORM.- Sexual harassment.

The parties affected by this Agreement assume the obligation to make sure that within the company there is an atmosphere which holds no risk to the health and, specifically, that there is no risk of sexual harassment, establishing procedures in the companies for the presentation of complaints by those who are victims of such treatment, with the aim of obtaining immediate help, and using to this end the Code of Community Conduct with reference to the protection of the dignity of men and women at work.

# **APPENDIX I**

# **BASE SALARY TABLE**

TELEMARKETING SALARY TABLE			
LEVEL	SALARY 2004 Increase 3.2%	SALARY 2005 Increase 2+1.5%	
1	27,718.73 €	28,688.88 €	
2	25,119.90 €	25,999.10 €	
3	21,658.93 €	22,417.00 €	
4	18,197.98 €	18,834.91 €	
5	16,033.32 €	16,594.48 €	
6	13,676.39 €	14,155.07 €	
7	13,056.14 €	13,513.11 €	
8	12,404.89 €	12,839.06 €	
9	11,970.71 €	12,389.69 €	
10	11,319.46 €	11,715.64 €	
11	10,823.27 €	11,202.08 €	
12	10,662.00 €	11,035.17 €	

### APPENDIX II

# Table for extra salaries for bank holidays, special bank holidays and Sundays

Increase in value per day

Normal Bank Holidays Increase				
LEVEL	SALARY 2004 Increase 3.2%	SALARY 2005 A cta. 2+1.5%		
6	35.67 €	36.91 €		
7	34.06 €	35.25 €		
8	32.34 €	33.47 €		
9	31.20 €	32.29 €		
10	29.53 €	30.56 €		
11	28.23 €	29.21 €		

Increase in value per day

Special Bank Holidays Increase				
LEVEL	SALARY 2004 Increase 3.2%	SALARY 2005 A cta. 2+1.5%		
6	75.64 €	78.28 €		
7	72.20 €	74.73 €		
8	68.60 €	71.00 €		
9	66.18 €	68.50 €		
10	62.58 €	64.77 €		
11	59.83 €	61.92 €		

Increase in value per day

Therease in value per day				
Sunday Increase				
LEVEL	SALARY 2004 Increase 3.2%	SALARY 2005 A cta. 2+1.5%		
6	12.29 €	12.72 €		
7	11.73 €	12.14 €		
8	11.16 €	11.55 €		
9	10.76 €	11.14 €		
10	10.18 €	10.53 €		
11	9.73 €	10.07 €		

NOTE: These sums refer to working days of 8 hours, obtaining the hourly rate by the division of the base salary contained in the tables of Appendix I, between the 1,764 maximum hours per year, whilst calculating the proportional amount for lower annual timetables.

The amounts corresponding to the other salary levels that do not figure in this table will be calculated in an identical manner to these.

When bank holidays are not compensated for with a free day, the increase will not be paid, and the bank holiday worked will be paid for in agreement with section 51 of this Agreement.

The tables with the increases corresponding to 2006, as well as the updates and backdating which may correspond to the tables for 2005, will be established by the current Collective Agreement Committee according to section 45 of this Agreement.