



**VI CONTACT CENTER  
COLLECTIVE AGREEMENT  
2015 - 2019**



# **VI CONTACT CENTER COLLECTIVE AGREEMENT**



**servicios**

**BOE nº 179 27<sup>th</sup> July 2012**

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## STATE SECTOR COLLECTIVE AGREEMENT CONTACT CENTER

### PREAMBLE

This Agreement State Group Contact Center Sector is signed, a part of the Business Association "CONTACT CENTER ASSOCIATION OF SPANISH (ACE)" on behalf of companies and elsewhere by the trade unions CCOO and FES- UGT, representing the labor group affected by it.

### CHAPTER I SCOPE

#### Article 1 Territorial scope

The application of this Agreement is obligatory throughout Spain.

#### Article 2 Operational scope

Within the scope of Article 1 of the application of this Agreement shall be binding for all companies and all of the workers engaged in the provision of contact center services to third parties.

For the purposes of this agreement are framed in providing contact center services all activities that aim to contact or be contacted by third parties either by phone, by computer, by applying digital technology or by other electronic means , to provide, inter alia, the following services listed limited to: contacts with third parties in multimedia environments, technical support services to third parties, collection and payment management, mechanized management of administrative and back office information , promotion, distribution and sale of all kinds of products or services, or conduct personal interviews broadcast, reception and call classification, etc. as well as few other services for third parties to develop through the aforementioned environments.

This definition shall include the enabling activities, complementary or related to the core business.

#### Article 3 Personnel scope

The Convention includes all personnel and companies mentioned in the previous article.

Thereof are expressly excluded, senior management staff whose employment special is regulated by RD 1382/1985 of 1 August, as well as other activities and relationships contemplated in section 3 of Article 1 and Article 2, both the Workers' Statute.

#### Article 4 Agreements of lower levels

The parties to this Agreement have the commitment not to negotiate collective agreements of lower level.

As a general rule the matters contained in this Agreement have the character of necessary minimum standard of law, except in those subjects where there is referral to other negotiating areas, and in which case will be the nature, content and extent to which referral is contemplated.

In the areas in which it is established expressly this Agreement, and in consideration of its unique nature, shall be considered exclusive and exclusionary rule, without prejudice to what established in the article 84.2 of the E.T.

Materials are considered non-negotiable, in any case: the functional level, the personal, the modalities of recruitment, the trial period, the groups and professional levels, the legal regulation of offenses and penalties, the minimum standards of safety and health at work, and geographic mobility.

Within the framework established in the ET work, and in this Agreement, the undersigned organizations believe that developing interest in the areas of the Autonomous Communities can be done in the matters relating to the working calendar, language and use of autonomous systems for the settlement of collective labor disputes.

## **CHAPTER II TIME DOMAIN**

### **Article 5 Validity**

The Convention generally enters into force upon signature, but its economic effects stretches far back to January 1, 2015, in the manner and to the extent stated in Art. 43.

### **Article 6 Duration**

The term of this Agreement will continue until December 31, 2019, meaning automatically renewed from year to year, unless the Convention was denounced by either party entitled to negotiate, in accordance with Article 87 of the Statute of Workers.

Denounced the Convention, and until express agreement is not achieved, for the purposes of the provisions of Articles 86.3 and 4 ET, means maintaining their normative force.

### **Article 7 Form of complaint**

Termination of this Agreement shall be performed within the last three months of its term or extend ongoing, with the formalities provided in Article 89 of the Statute of Workers, and who would be entitled to negotiate in accordance with Article 87 of the same legal text.

Any complaint will be presented writing form and addressed to all representations of employers and workers that signed.

The negotiation should start with a minimum of one month from the date of expiry of the Convention denounced.

## **CHAPTER III COMPENSATION, ABSORPTION AND GUARANTEES**

### **Article 8 Globality**

The conditions agreed in this Agreement form an organic whole and indivisible, and its practical effects are taken together.

In the event that the employment tribunal declared invalid any provision agreed upon, the negotiating parties decide by mutual agreement, the need to renegotiate these terms and those who are affected, under the principle that the invalidity of one or some of which does not involve the nullity of the whole convention.

### **Article 9 Absorption and compensation**

The staff with salaries above those set out in the Convention retroactively from January 1, 2015, their salaries would be increased at least annually, with the amount obtained by applying the agreed wage increase on level wage agreement, applying this wage increase in the same way as the agreed in Article 43, for all other workers included within the scope of this collective agreement.

So, such staff cannot be affected by compensation and absorption of salary, and the level wage should be increased according to what is established by the collective agreement.

### **Article 10 Most advantageous terms**

Companies will be obliged to comply with the conditions which have been agreed, either by law, individual contract, custom or usage, collective bargaining, voluntary concession or any other causes which, in a global and annual basis, exceed the aggregate of the present Convention.

The most beneficial conditions calculated annually and in the aggregate exceeds agreed in this Agreement will remain "ad personam".

## **CHAPTER IV WORK ORGANIZATION**

### **Article 11 Principles of work organization.**

The work organization in accordance with the provisions of this Convention and in accordance with current legislation is the exclusive responsibility of the Company's management.

Work organization aims to achieve optimal levels of productivity, efficiency, quality, and working conditions in the sector companies.

Achieving these goals is possible on the basis of the principles of good faith and diligence of companies and workers.

Systems of work organization and its amendments, complemented in order to be effective, with appropriate training policies.



## **CHAPTER V RECRUITMENT**

### **Article 12 General principles**

The union and business representatives, signing this convention, understand the need to continue to deepen the regulation of recruitment within the sector, adapting them to the reality of the activity being provided, and pretending thereby contribute to the business competitiveness and improving employment by reducing seasonality and rotation therein.

Accordingly, agree that the personnel providing services in the sector and without prejudice to subsequent realization in the text of this Convention will be placed in two different organizational schemes, and they will be designated as "structure personnel" and "operational personnel".

The "structure personal" consists of all those persons whose duties are focused on serving and executing internal management activities within the organization of the company and that are continually needed for it, the "operational personnel" is composed of that personnel performing work in campaigns and / or services that companies provide contact center for a third.

### **Article 13 Staff recruitment structure**

The staff of the stable structure in the company, provides services through permanent contracts, in general, subject to the circumstances in which, in accordance with the law and with what is agreed in this Agreement, the modalities used are fixed-term contracts and temporary.

According to the latter may use the following types of contracts:

**a) Contract work or service.** - This type of contract, and personnel structure, can only be concluded when they have to fulfill work or services that are beyond the normal activity of the Company. The contract shall be made in written form, specifically determining the cause, and specifying the work and service for which the person is hired. In accordance with the established by Article 15.1. a) Of the Statute of Workers, companies may enter into contracts of this type of contract for a maximum period of four years.

**b) Temporary contract for production circumstances.** - Also within the structure personnel, can this type of contract be used; it shall be made in written form, except when the duration of the contract is less than 28 days. The contract has to be linked to increased activity for the staff, generated a given campaign, service, or a specific project.

The maximum duration of this contract in an eighteen-month period may not exceed three-quarters of the reference period, or a maximum of twelve months.

A contract arranged for a period less than twelve months, may be extended by agreement between the parties, and only once, but the total duration of the contract may not exceed that limit.

**c) Training contract.** - May be used within the structure personnel, according to the general characteristics of Article 11 of the Statute of Workers.

This contract will have a maximum duration of two years agreed from the beginning or through initial minimum periods of six months. When the maximum period have

been exhausted, if the job in which the training personnel served is not covered by the trainee, the company may not hold the post through new contracts in practice.

The remuneration of the worker shall be 80% of the salary attached to the Convention for employees who perform the same or equivalent job in the first year of the contract. During the second year will receive 100% of the salary.

**d)** Among the structure personnel, the sum of the fixed-term contracts and practices may not exceed 40% of permanent staff that serves the same. Exceptionally, and when sufficient reasons exist to justify exceeding this limit may be agreed with the legal representatives of the workers that possibility.

#### **Article 14 Operational personnel recruitment**

Operational personnel, is that who does his work in campaigns or services arranged by contact center companies to a third party.

In this group may be used the following types of contracts:

**a) Permanent contracts.** - The representations made signatories to this Convention is concerned to provide workers in the highest levels of stability possible, with the understanding that the Contact Center is a business of providing services in ways consolidation, and business realities containing diverse and pluralistic, with a high rate of technological change.

Under this principle since the entry into force of this Agreement, at least 40% of the staff operations personnel must be hired under the modality of an indefinite contract. As of January 1<sup>st</sup>, 2019 this percentage must reach, at least 50%. For the purposes of calculating these thresholds, staff that have an indefinite contract within the operations workforce will be taken into account.

The determination of percentage will take effect on the average number of operational personnel of the previous year, for which purpose it shall be calculated on the contribution to the social security of the personnel hired in the company, analogously to the system regulated in the Statute of the Workers for the purpose of electing the personnel delegates or members of the Works Committee.

The choice to transform your staff into a permanent contract, and where the employee accepts it voluntarily, will be made under the following criteria:

- a.) - Have at least 12 months of seniority
- b.) - Establishment of a scale on three factors: 50% of the age, 10% of the training received, and 40% on performance appraisal.

The companies will convert 100% of the project and service contracts celebrated before June 18, 2010 to permanent, within the following terms:

Project and service contracts concluded prior to December 31, 2008 must become permanent:

1) Day 1 of the month following publication in the "Official State Gazette" if the Collective Agreement is published in the first half of the month; or

2) day 1 of the second month from the date of publication in the "Official State Gazette" if the Collective Agreement is published in the second half of the month.

Project and service contracts held until December 31, 2009 must become permanent before December 31, 2017.

Project and service contracts held until June 18, 2010 must become permanent before December 31, 2018

To ensure clarity, the permanent contracts resulting from this conversion will be accounted for the calculation of the minimum percentage of indefinite hiring established in the second paragraph of this section.

Such conversion into indefinite contracts can not, in itself, imply a substantial change in the basic conditions of the contract.

In order to verify compliance with the obligations established in this section, the companies will provide annually to the state union sections or, failing that, to the trade union sections with unitary representation in the company a nominal ratio of the operations staff of all the company and all the work centers. This nominal list of workers will necessarily include, at least, the following information:

Name and surname.  
Professional category.  
Labor seniority.  
Type of contract.  
Workplace

**b) Contract for project or service in fixed term.** This type of contract will be the standard within the operational personnel. For these purposes be deemed to have substantivity all campaigns or services procured by a third party to perform activities or functions in Contact Center whose execution time is in principle of uncertain duration, and the maintenance of which remains until the end of the compliance campaign or service covered by the contract.

Contracts for work or service, will be extended in written form, and shall have, in principle, the same duration as the campaign or service contracted by third parties. Its expiration shall coincide with the extinction date of the completion of the campaign or service contracted, without in any case exceed 4 years with this type of contract.

It is understood that the campaign or service was not terminated, if subsequent renewals occur without interruption of commercial contract with the same company for Contact Center that gives rise to the campaign or service.

To this end, the company will provide the contact center worker representation transcript of all aspects related to the performance of work contained in commercial contracts signed between the company and the enterprise contact center to which the service is provided and successive renewals and amendments, if any.

Such information on the commercial contract will have the following contents:

- Object of the contract.
- Detailed list of jobs that are committed to the same customer.
- Contract length.
- Hours of service: days and times.
- Sizing of staff assigned to the campaign or service.
- Any other condition that is related to the work performed.

Companies are required to provide this information within a maximum of three days, counted from the beginning of the campaign, for those scheduled duration is less

than three months, when the expected duration of the campaign is more than three months, the maximum period for deliver information computed shall be one month, also, from the start date of the same.

Likewise, and in accordance with the provisions of Article 42.3 of the Statute of Workers, workers at the company's contact center, contractors or subcontractors, must be informed in writing of the identity of the top company for which they are providing services at all times, and which must be provided before the start of the respective services, and include the name or business name of the parent company, its registered office and tax number.

Also the company contact center contractor or subcontractor shall inform the legal representatives of the workers of the identity of the majors for which services are to be provided, and the purpose and duration of the contract, place for executing it, number of workers to be employed by the company for Contact Center and measures provided for coordination of activities from the point of view of prevention of occupational hazards.

Operational personnel, by agreement with the employer, may provide services to the same company in other campaigns or services, when assignments have been reduced due to causes beyond the control of the contact center company, during the period for which such circumstance, and by the equivalent to the reduced time, and in order to receive all of their compensation. The company will report monthly to representing those workers who are employed in such circumstances provided the start date and, if applicable, completion and campaigns or services to be rendered by their functions.

In the event that the worker has to move to a location other than that in which usually serves for the campaign or service for which it was contracted, it can mediate more than two hours between the end of one and the beginning of another. This time may be extended if there is agreement between the company and the employee. Information about this agreement will be given to the representation of workers.

Given the special characteristics of labor relations within the scope of this Agreement, and with the sole purpose of preserving the total duration of the term for which they were elected, union representatives, personnel representatives, and members of Employee Committees, exceptionally, and by the time they have remaining to fill its mandate, may request the company permission to provide services in any campaign within the same province, and without the contract loses its status for this exceptionality. The Company will be obliged to grant this possibility in those campaigns with increased job opportunities. This guarantee will operate also in the extension of the mandate and in the period immediately prior to its depletion, if such representative is present as a candidate again.

**c) Temporary contract due to production circumstances.** This contract can also be used for operational personnel with the following maximum limitations for continued implementation:

- Substitution of personnel on vacations: six months.
- New campaigns or services in the enterprise: first six months.
- Remaining cases: four consecutive months of actual work.

Personnel recruited with this method may not exceed the level of 50% of permanent personnel who serves as operational personnel.

The contract must be in written form, except when its duration is less than 28 days.

### **Article 15 Part time contracts**

In part-time contracts the weekly working day will be taken as reference.  
All remaining cases shall be governed by the laws in force at all times.

### **Article 16 Information on recruitment**

Companies should provide basic copy of permanent and fixed-term contract and their extensions, modifications, conversions and complaints to the legal representation of workers.

In case of verbal contract the companies will report this to the legal representation of workers, with personal data, effective dates, cause, and copy of the registration at social security.

The companies will inform the legal representation of workers, separately for structure and operations personnel, changes in employment over the previous quarter and with express reference to effective dates and mode of recruitment.

At the same time, companies will report quarterly to the workers Committee of the contracts, separately for structural and operational personnel structure, indicating the type and number of workers. This information shall be held to the workers Committee within 30 days of the completion of the calendar quarter.

Subject information on subcontracting provisions referred to in Article 64 of the Statute of Workers, when the company enters into a contract for the provision of works or services with a contractor or subcontractor shall inform the legal representatives of its employees on the following:

- a) Name or business name, address and tax identification number of the contractor or subcontractor.
- b) Purpose and duration of the contract.
- c) Place of performance of the contract.
- d) If applicable, number of workers that will be occupied by the contract or subcontract in the workplace of the main company.
- e) Measures envisaged for coordination of activities from the point of view of prevention of occupational hazards.

When the main company, contractor or subcontractor continuously share the same workplace, the first must have a log book in which the above information is reflected on all the companies listed. The book will be available to the legal representatives of the workers.

### **Article 17 Termination of contract for work or services by reducing the volume of the contracted campaign**

The contract for work or service may be terminated in cases in which actual decrease in the volume of the work or service contracted makes the number of workers engaged in the execution unnecessary, in which case it may reduce the number of workers hired for execution of the work or service, proportional to the decrease in the volume of work or service.



This new dimension of personnel needed, based on the above causes, must respond, in any case, a real criteria, and, based on them, the adoption of such measures will serve to maintenance and continuity of this service by the call center company.

For the purposes of the determination of the workers affected by this situation are taken into account the following criteria:

- a). - The seniority, formalizing the relationship of the affected in ascending order.
- b.) - In the case of equal seniority in the company, will take into account the experience in the campaign or service, meaning the time of delivery of services in the same. If equality persists, will attend to family responsibilities.
- c.) - The legal representatives of the workers will have preference to retain, in any case, the job.

This reduction must be communicated in written form to the legal representation of workers prior to the termination of contracts, so that they can express their opinion.

To utilize the provisions of this article, it is binding that the information on the commercial contract that created the campaign or service in question and with the content provided in Article 14 of this Agreement is available for the employee representatives.

The documentation to be submitted with a notice of seven days prior to the date set for extinction, should be adequate to the concrete fact in support of the adoption of the measure, and allow the necessary contrast for evaluation, supported in any case by objective data, and without prejudice to, within previously noted time, the representation of workers could request, justifiably, documents or information as it deems necessary to complement the documentation provided.

In any case, and regardless of any other documentation provided, mandatory documents must be submitted as follows:

- a). - Historical production of the work or service consisting in the comparison periods, with a minimum of the last three months for campaigns or services of six or less than six months of implementation, and between six and 12 last month for campaigns or services with more than six months implantation. This production record must include the number of incoming calls, whether met or not, for weekdays, weeks and months. Numbers of periods and shift operators. Media of calls per operator per day. Mean time for answering a care call.

- b.) - List of workers who go to termination of the contract, with the data for the selection criteria.

The termination of the contract is communicated to the employee in written form and in advance that is set in the table below. The employer can replace this notice with compensation equivalent to the days of it omitted, calculated on the salary tables of the Convention, without prejudice of the written notice of termination. In this case, the compensation should be included in the pay slip with the liquidation of extinction:

Number of days worked	Days of notice
Up to 90 days	3 days
91 to 150 days	6 days
From 151 to 250 days	12 days
From 251 days onwards	15 days

The days of notice shall not overlap with vacation and cannot replace these.

Workers affected by this situation, and upon termination of the contract, shall be entitled to the compensation provided at all times by law.

The worker, who sees his contract terminated for the reasons indicated in this article, shall be entitled to return to the same campaign or service to which they have been assigned, during the duration of the same, and if, in its further development, the need of the number of workers increase. To this effect, the order of preference for incorporation will reverse order extinction.

In the event that the worker is waiting to rejoin the campaign or service, and is required to work in another campaign or service, will not lose their right to return to that, if his contract expired in the new campaign or service for the causes of this article, he may choose to incorporate into one of them.

Whenever there are workers entitled to join a campaign or service contracts may not be possible to contract others for production circumstances for the campaign or service.

The company will inform the legal representatives of the workers about reinstatements; such representatives, at the request of any injured worker may consider their rights and require the enterprise necessary information.

The failure of the company to reinstate the workers whose contracts were extinguished by these causes, will force the company to compensate the employee with an amount equivalent to that provided in the Transitional Provision 11.a of the Royal Legislative Decree 2/2015, of October 23<sup>rd</sup> for workers whose employment was prior to February 12, 2012, or an amount equivalent to 33 days' wages per year and cash proportional to the time worked, computed from the date on which he joined the campaign or service, for all workers whose employment relationship began from February 12, 2012.

### **Article 18 Change of Contact Center Company in providing services to third parties**

When the campaign or service contracted finish as a result of the termination of business arrangement which it was based, and the main enterprise out to tender again another of similar characteristics or similar the Contact Center contractor, if different from that which was awarded the previous campaign or service shall be obliged to:

1. - Involve all personnel in the campaign or service finished in the selection process for the formation of the new workforce. For these purposes and for the new contractor to comply with the provisions of this article, the outgoing company will have the obligation to provide the new contractor with a list of workers assigned to the service completed including the name, surnames, type of contract, seniority in the company and in the campaign, work shift, unchanged salaries in the previous 6 months, address and contact telephone number, without prejudice to the fact that the incoming company can verify its veracity

This communication of personal data is necessary for the purposes indicated, without prejudice to the fact that the holders of the data may exercise their rights of access,

rectification, cancellation and opposition in accordance with the data protection regulations that result from application.

Simultaneously, the outgoing company will give a copy of this information to the legal representation of the workers.

2. - Contract workers who have to integrate the new staff based on the following criteria:

2.1. - Whether the campaign is carried out internally or externally, from the publication of the Agreement 90% of the new staff will integrate with workers who were engaged in the campaign or service by the previous company in charge of it, and in principle worked for more than twelve months in the campaign.

2.2. - For the purpose of conducting the election of workers, it will be through the implementation of a scale on the following factors: 50% of service time in the campaign, 10% training received during the campaign and 40% selection.

3. - to carry out the recruitment of new employees who had served in the previous campaign, the new contractor Contact Center shall be obliged to respect the wage conditions of consolidated convention that the worker had been receiving before the change of company, that is to say, with independence of the bonuses and functional shift, except that the worker in the new campaign come to perform identical functions and in the same shifts.

In the same way they respect the wage conditions extra convention, collectively agreed with the previous company, provided that the same were agreed upon with a notice not less than six months from the date of succession.

Respect the time and training in the previous consolidated company solely for the purposes of career advancement.

Respect for the work shifts, without loss of the faculty of work organization that corresponds to the employer, and always that in the new campaign possible.

The possible modifications in the structure of the payroll, as a result of the respect for the wage conditions, do not involve any change in the nature of the wage concepts that were previously receiving the worker.

There will be no trial period for those who lead in the campaign for over a year.

4. - The new company will constitute a job exchange, for a maximum period of 12 months for all the employees assigned to the service, both for the one bound to the project and service contract, as with a permanent contract, with priority over the new hires for those people who, having passed the selection process, do not enter the percentage set for the campaign.

If vacancies occur in such service during the aforementioned period of time, the company will be obliged to cover them with the personnel of the job exchange, unless they have people from their workforce with a permanent contract pending relocation, who, in any case, will have absolute preference for fill those vacancies.

The incorporation to the new company will be carried out in order of seniority in the old one; and it will be the worker who will sign up, voluntarily, to the job board (including his name, seniority, category, contracted day and contact data) and will be responsible for communicating the update of this data to the new company. The companies will have to prove adequately that they have contacted the interested person, before moving on to the next one on the list. If that person does not join the



new company, except for a justified cause, it will be understood that he/she waives his/her rights.

The obligation provided in this section shall not enter into force to the person who either does not make his data available to the new contractor, or does not manifest or reject, at any time and for any reason, the reliable requirements of the new contractor to join the service.

The company in which the campaign ends will give nominal information of all the personnel affected to its legal representation and the company, in which it starts, will give nominal information to its legal representation, both of the personnel hired initially and of the component of the job exchange.

5. - The legal representatives of the workers, when representation does not exist in the new company within the province, will retain their status by the time required until the celebration of union elections until the celebration of union elections in the constituency and company.

### **Article 19 Voluntary resignation**

Workers, who wish to leave voluntarily in the service of the company, unless they are in trial period, are obliged to bring it to the attention of the same in accordance with the following notice:

- Levels 1 and 2: Two months.
- Levels 3 and 4: A month.
- Levels Remaining: 15 days.

The companies, once received the communication of voluntary separation, may dispense with the services of the worker prior to the date set by the same to end the employment relationship, paying the salary from the date on which the company avails itself of this option, until the date that the worker indicated as voluntary termination of the employment relationship.

The failure of workers in required information in advance will entitle companies as compensation for damages, to deduct from the settlement to them for completion of the contract the salary of a day each day of delay in the notice.

The companies will be required to pay the settlement by completion of the contract to the date of termination of the term informed by the workers. Failure to comply with this obligation attributable to the business will involve the right of workers to be compensated in the amount of one day for every day of delay in the settlement, with the limit of the days set for the notice. There will be no obligation, and therefore not born this right, when not preavise with adequate notice, still the company is required to pay the settlement within the fifteen days counted from the date of notification of termination, applying the penalty from the sixteenth day.

### **Article 20 Trial period**

The duration of the test period will be variable depending on the nature of the posts to cover, without that, in no case may not exceed six months for the technical graduates, one month for teleoperators whatever their level is, fifteen days for the non-qualified personnel, and two month for the remaining staff.

The situations of incapacity for work and motherhood that might affect the

employees during the trial period, they will interrupt the computation of the same, which will resume from the date of the actual return to work.

A trial period is null and void when the worker has had the same functions earlier in the company, in any form of recruitment.

## **CHAPTER VI MOBILITY**

### **Article 21 Functional 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 specialties 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. For these purposes, the computation must be daily, regardless of the number of hours of the day dedicated to higher level functions.

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 specialized technical management and general services management, the new assigned functions must be equivalents 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 fulfill 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.

The payment of higher level functions, when performed sporadically and paid by actual day of work, will be applied by dividing the difference, between the salary Monthly collective agreement of both levels, by 30 and multiplied by 1.4.

## **CHAPTER VII WORKING TIME**

### **Article 22 Working day**

Under the duration of this Agreement, including in its case the extension, the maximum duration of the ordinary working day in annual count will be one thousand seven hundred and sixty-four hours, and 39 hours a week of actual 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.

### **Article 23 Irregular distribution of the working day**

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, within which there will always be a minimum of three days off, being the maximum limit of work without days off of eight days.

Those companies that come making a lower maximum limit, without days off, will keep it as a more beneficial condition.

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.

#### **Article 24 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, organizing 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.

#### **Article 25 Weekends**

Every worker is guaranteed two free weekends every month.

In order to respect the number of mandatory free weekends, the weekend that coincides in two months, will be computed in the month that coincides with Saturday.

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

#### **Article 26 Schedules and shifts**

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

Time bands 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.; in this shift may not mediate between the end of the first part and the beginning of the second, more than two hours, without prejudice to agreement, individual or collective between company and employees. It is recommended, however, that this maximum time will be shortened. This shift cannot be applied to workers with a timetable that is equal to or less than 30 hours a week.

2. In order to encourage full-time hiring, the signing parties agree to establish two new shifts where only full-time staff may be assigned and with a continuous working day.

Intensive tomorrow: you cannot start before 9:00 or finish after 18:00.

Intensive afternoon: you cannot start before 12:00 or finish after 9:00 p.m.

In those campaigns in which one of these shifts is established and there is a person with a part-time contract, this will have preference over the newly-hired personnel to convert their time to full-time, always on a voluntary basis.

In the same way, if there were personnel with permanent contracts of partial days of other campaigns, who meet the necessary requirements for the position and were interested in extending the working day and incorporation to this shift, they will also have preference over new hires.

Companies will publish the possibility of subscribing to these shifts in order to prove that, before making any outsourcing for these shifts, the possibility has been offered to the rest of the workforce of the campaign with a part-time contract.

The assignment to any of the new shifts must be carried out by means of a written agreement between the company and the person concerned.

3. Companies will publish work schedules at least 14 days before the start date of such schedules. In those companies where the publication of the schedule is monthly, only the schedule corresponding to the first week may be published 7 days in advance.

Only the shifts, within the fixed bands, of a maximum of 20% of the staff, with a week in advance, may be modified

For this purpose, this 20% of the staff must be informed of said circumstance at the date of publication of the schedules and shall be determined on a rotating basis. Therefore, the personnel that have been included in this percentage will not be able to appear again until all the personnel of the campaign in that percentage have been included. If it occurs eventually, the modification of the schedule will be notified in writing to the worker.

The companies on a monthly basis will provide the unitary and union representation with the nominal list of work schedules, as well as the details of the subsequent modifications and the list of the personnel designated to cover the modifications in each period.

In the cases in which the campaign or service is of reception, and it is initiated for the first time, during the first month, and within the indicated time slots, the schedule will be known with a minimum advance of forty-eight hours.

In the cases in which the campaign or service has originally established an execution schedule that does not allow the use of shifts and fixed time bands, the company, with prior accreditation of the objective fact, may agree with the legal representation of the workers the establishment of different bands. This agreement must be reflected in any case in writing.

By written agreement with the workers' legal representatives, the established time bands may be extended.

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

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 VACATIONS, PERMITS AND LICENSES**

### **Article 27 Vacations**

Vacations 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 vacations will be decided 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 vacations.

Workers with temporary contract less than a year can opt to vacations proportionally to the duration of their contract. If by any cause beyond the control of the parties vacations have not been taken it shall be paid to the worker the corresponding economic compensation in the liquidation of assets to the completion of the working relationship.

Workers with more than a year of labor activity shall be governed by article 38 of the Workers' Statute.

If the worker finishes at the enterprise before December 31 of the year in which he took vacations then he will be deducted from the corresponding settlement the amount of days taken in excess.

When the vacational period fixed in the vacational schedule of the company referred to in the previous paragraph coincide in time with a temporary disability due to pregnancy, childbirth or breastfeeding or with the period of suspension of the contract of work provided in article 48.4/5/7 of the Workers' Statute, the worker shall have the right to enjoy vacations at a date other than the date of the temporary disability or the enjoyment of the permission that by applying this precept corresponded to the worker, at the end of the period of suspension, although the calendar year to which they relate have finished.

### **Article 28 Paid leave**

1. - With prior notification 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 event of an accident, serious illness or hospitalization, or surgery without hospitalization that requires rest at home of a relative up to second



degree of consanguinity or affinity, that will be enjoyed on a continuous basis within the ten natural days as of the date on which the causal event takes place.

d).- Four days in the event of the death of spouse, parents, in-laws, children and siblings.

e) two days in the event of death, of relative to the second degree of consanguinity or affinity.

f).- 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. In section e) when you have to travel 200 kilometres or more, the leave will be four days

g). - Two days for moving that may not be cumulated to the license by marriage.

h). - 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.

i). - A calendar day by marriage of father or mother, son or brother, on the date of the event.

In any case, the paid leave regulated in the previous sections must be taken continuously.

2.- Workers will have the right to up to 35 paid hours a year, to attend Social Security doctor appointments, being required to inform about this as early as possible and to present the appropriate certificate. Despite this, workers will try to adapt, whenever possible, their medical visits to break times.

### **Article 29 Unpaid leave**

Workers responsible for 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 medical appointments, prior notice and justification.

## **CHAPTER IX LEAVE AND REDUCTION OF TIMETABLE DUE TO PERSONAL REASONS**

### **Article 30 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. In completion of this leave the worker will be incorporated into your job in an immediate way, without the necessary existence of vacancy.

Special leave for a duration of 7 days or less will not involve liquidation of any concept

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.

### **Article 31 Other types of leave**

#### **1. Voluntary or compulsory**

The special leave could be voluntary or compulsory.

1. - The compulsory will give the right to the conservation of the post and also the computation of seniority, shall be granted for the appointment or election to public post that hinder the attendance at work. The return must be requested during the following month after leaving the public position.

2. - Voluntary: The worker with at least a seniority in the company of a year has the right to be given the chance to be placed on unpaid leave for a period not less than four months and not more than five years. This right could only be requested again by the same worker if it has passed 4 years since the last request.

#### **2. Leave to care for family members.**

1. - workers will be entitled to a period of leave of no more than three years to attend to the care of each son or daughter, both when it is by nature, as adoption, or in cases of purpose of for adoption or permanent fostering, from the date of birth or, as the case may be, from the judicial or administrative resolution

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 consanguinity 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 the worker will have the right to keep his position of work. At the end of this period, a position in the same professional work group or equivalent category will be reserved for him.

However, when the worker is part of a family that is officially recognized as a large family, reserve his or her job will be extended up to a maximum of 15 months in the case of a large family of general category, and up to a maximum of 18 months if this is of special category.

### **Article 32 Reduction of the workday for personal 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 could be accumulated, no matter the contract of the worker, in complete days and replace it by 15 days to enjoy immediately and uninterruptedly after the period of maternal absence. In case of multiple childbirth this right will be increased proportionally in a way in which the worker will have the right to an hour of absence at work, or half an hour of reduction or 15 days of uninterruptedly absence for every child, to enjoy in the same way as in the case of single childbirth.

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.

5. - The worker who is victim of gender violence will have the right, for her effective protection or right to integral social services, to the reduction of the working day proportional reduction of the payment or realignment of the working time by the adaptation of the schedule, the application of a flexible schedule or other ways of realignment of the working time used by the company.

These rights could be exercised as established in the agreements between the company and the legal representation of the workers or the agreement between the company and the affected worker. In lack of that, the concretion of these rights will correspond to the worker, being of application the rules established in the previous section, included those related to the resolution of disagreement.

6. - In case of birth of a premature baby or by any other cause they have to be hospitalized after the birth, the mother or the father will have the right to leave work for an hour. As well, they will have the right to reduce their working time for a maximum of 2 hours with the proportional reduction of salary. For the enjoyment of this right, according to the provisions of the paragraph 6, article 37.5 of Statute of the Workers.

### **Article 33 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 CAREER DEVELOPMENT**

### **Article 34 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.

### **Article 35 Basic aspects of professional grading**

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.

**Article 36 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.

**Article 37 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.** - IT 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.

**PROFESSIONAL GROUP 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, organizational 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 specialized 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.

**Article 38 Career development in the operational group**

The following levels are established within the operations group:

- Call centre operator.
- Specialist call centre operator.
- Manager.
- Coordinator.
- Trainer
- Quality Agent

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 listed in Article 2 of this Agreement.

The level of specialist is reached automatically upon entering the company again after a year's work as a call centre operator. For the passage to the level of specialist, the special leave periods for maternity, paternity, adoption and fostering, legally established, must be taken into account as effectively worked for these purposes

2. - A manager is a worker that, by using the appropriate technology, carries out one of the following specialized activities:

- Active sales: Active sales are considered to be a manager's specialized 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 specialized 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.

- Technical support: Technical support is considered to be a manager's specialised activity, when the worker provides specialized technical and/or computer support for complex problems that cannot be resolved by general customer service centers, identifying and differentiating the client's problem, outside of the systemized procedures, analyzing 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 specialized activity when the worker provides professional advice on complex problems that cannot be resolved automatically by following systemized 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 specializations: Risk and investments in Telephone Banking and Insurance; Tax Advice; Emergencies.
- Debt management: Securing debts is considered to be a manager's specialized 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.
- Billing Management: Resolving billing problems is considered to be a manager's specialized activity when, due to the complexity of certain problems, a specialized 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 systemized procedures, analyzing 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 specialized 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. The payment of higher level functions, when performed sporadically and paid by effective day, will be applied by dividing the difference by the monthly salary collective agreement of both levels, by 30 and multiplied by 1.4.

If they continuously carry out these activities for a whole year, they will consolidate their level as a manager. When these specialized activities are not carried out continuously, the level of manager will be consolidated after two years, as long as they have carried out these specialized activities for at least 150 working days during this period. For these purposes, the calculation must be daily, regardless of the number of hours of the day dedicated to higher level functions.

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 specialized call centre operatives and managers will be given preference over people outside the company, as long as they fulfill the necessary requirements to fill the vacant post.

4. - Trainer: the worker is responsible for providing training courses for the training of operations personnel.

5. - Quality Agent: worker who controls the quality of the tasks carried out by the managers and call center operators.

## **Article 39 Levels**

### **GROUP A:**

Directors.....	Level 1
Heads of Departments or Areas.....	Level 2

### **GROUP B:**

Higher university degrees.....	Level 4
Normal university degrees.....	Level 5

### **GROUP C:**

Project Managers .....	Level 3
Functional analysts.....	Level 3
Analysts.....	Level 4
System technicians A.....	Level 4
System technicians B.....	Level 5
System assistants .....	Level 8
Analyst-Programmer.....	Level 5
Senior programmer .....	Level 5
Junior programmer.....	Level 6

### **GROUP D:**

Head of Administration.....	Level 5
Administrative Technician .....	Level 6
Administrative Official .....	Level 8
Administrative assistant .....	Level 11
Services manager .....	Level 5
Supervisor A.....	Level 6
Supervisor B.....	Level 7
Coordinator .....	Level 8
Trainer .....	Level 8
Quality Agent .....	Level 8
Telephone Manager .....	Level 9
Call Centre Operator/Specialist Operator .....	Level 10
Call Centre Operator/Operator .....	Level 11

### **GROUP E:**

General professionals.....	Level 11
General professionals' assistants .....	Level 12



## **CHAPTER XI CONCEPT AND STRUCTURE OF FINANCIAL REWARDS**

### **Article 40 General principles concerning remunerations**

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

### **Article 41 Remunerations concepts**

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

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

### **Article 42 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.

### **Article 43 Salary increases**

The tables that are incorporated as an annex to this Convention, are the result of the agreed wage increases for the years 2015, 2016, 2017, 2018 and 2019, structured according to the following points:

2015: 0% (Due to the negative CPI for the year 2014).

2016: 0% (CPI of the year 2015).

2017: 1.6%(CPI for the year due 2016).From January 1, 2017. All salary and extra-salary concepts, included in the previous collective agreement of the Contact Center sector, will be increased by a percentage equal to the real CPI for the year due, updating the tables from January 1, 2017.

The companies will be obliged to update the salary tables corresponding to 2017 and to compensate the arrears in the payroll of the following month after the publication of the Agreement in the Official State Gazette.

2018: CPI for the year 2017 + 0.5%.Guaranteed minimum of 0.6% in reference to the CPI. All salary and extra-salary concepts will be increased over the 2017 tables in the resulting values and, updated from January 1, 2018.

2019: CPI for the year 2018 + 0.5%. Guaranteed minimum of 0.6% in reference to the CPI. All salary and extra-salary items will be increased over the 2018 tables in the resulting values and, updated from January 1, 2019.

The salary tables corresponding to 2018 and 2019 will be prepared by the Joint Collective Agreement Committee within 15 days following the official publication of the real CPI of the previous year.

**Article 44 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.
- Position: 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****Article 45 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.

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

**Article 46 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 plus a full-time shall be as established in the wage tables attached. For the circumstances in which the worker is hired for a part-time, the bonus will be proportional to their contract, regardless of the time of use of the language.

**Article 47 Supplements for 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.

#### **Article 48 Nightshift extras**

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

The staff which in a normal workday work between 22 '00 hours and 06 '00 hours will receive this plus of nighttime in accordance with the amounts set out in the salary tables attached.

#### **Article 49 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.

#### **Article 50 Payment on vacations**

The workers affected by this Collective Agreement will receive as retribution of their annual holidays the average of what they received for the supplements for position, for bank holidays and Sundays, and nightshifts bonus, as well as sales commissions

and / or variable production incentives, of an ordinary nature, depending on the activity carried out as a result of the performance of their job.

This retribution will be calculated with the following formula:

- a) Add all the amounts received for the supplements mentioned in the previous paragraph, of the current year received by every worker. In order to avoid duplication in the payment of commissions and / or incentives in the case that, during the holidays, commissions and / or incentives of those indicated in the previous paragraph were received; the amounts will not be included in this sum. already perceived by these concepts.
- b) Divide this amount by 330 days (11 months of 30 days each month understood as type month) and multiply it by 32 days of vacation fixed by this Collective Agreement, or the proportional days in case of rendering service less than a year.

The result of this formula will be paid once in the January payment of the following year, except in the case of workers who left the company for any reason before the end of the year, in this case it will be paid in the severance pay.

Those companies that, before the signature of this Collective Agreement pay during the holidays some of the bonuses mentioned in the 1<sup>st</sup> paragraph of this section, will keep this system and will apply this formula only for the other supplements.

## **SALARY SUPPLEMENTS**

### **Article 51 Transport bonus**

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

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 be double.

The quantities specified for this plus will be laid down in the wage tables attached.

### **Article 52 Transport costs and expenses**

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 authorization from the company, they will receive compensation of 0.20 Euros per kilometer.

b).- Expenses: workers, who as a result of company needs, have to go to a different town from the one where their work centre is located, will receive 15,32 Euros expenses when they eat out at lunchtime and sleep in their home; and 26,99 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.

## **CHAPTER XII PREVENTION, SAFETY AND HEALTH AT WORK**

### **Article 53 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.

### **Article 54 Pauses in screen use**

As well as the breaks indicated in section 24 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, organizing 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.

### **Article 55 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 where 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.

### **Article 56 Functions of the Health and Safety Committee**

Its 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 organizing 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.

### **Article 57 Health surveillance**

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 analyzed 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)

### **Article 58 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 organizational factors: pauses in the work; time between calls less than 23/35 seconds in automatically dialing 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.

### **Article 59 Training and information in 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 organizations 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. - 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 organizations 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 organizational 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. - Organizational 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 organizations. (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**

### **Article 60 Suspension of work contract**

1. - The contract might be suspended by maternity cause, paternity, risk during pregnancy or natural breastfeeding of the working woman, adoption, custody for the purpose of adoption or fostering, in accordance with the Civil Code or the civil laws of the Autonomous Communities that regulate it, provided that its duration is not less than one year, of children under six years of age or minors who are older than six years old when dealing with minors with disability or who due to their circumstances and personal experiences or because they come from abroad, have special difficulties of social and family insertion duly accredited by the competent social services

2.- The suspension, keeping the work position, in case of childbirth, will last for 16 weeks that could be enjoyed uninterruptedly and could be extended, in case of multiple childbirth, in two weeks for each baby. The period of suspension will be distributed by the worker with the only condition that 6 weeks will always be immediately after the childbirth. In case of death of the mother, no matter if she worked or not, the father will be able to use the whole suspension or part of it since the date of the childbirth and without taking into account the part the mother could have enjoyed before the childbirth. In case of death of the child, the period of suspension will not be reduced except in the case the mother requested to return to work after the six weeks of compulsory rest.

In spite of the above mentioned, without damage of the six weeks immediately after the compulsory rest of the biological mother, in case the two parents work, the mother, at the beginning of the maternity leave, will be able to choose if she wants the father to enjoy a part of it, simultaneously or consecutively with the mother, except in case the mother could not return to work because of a risk for her health. The father will be able to keep using the maternity leave initially given even if he is in a temporary disability when the woman returns to work.

In case the mother does not have the right to suspend her professional activity with right to benefits according to the rules regulating this activity, the father will have the right to suspend his contract for the period that would have correspond to the mother that would be compatible with the exercise of the right mentioned in the following article.

In case of birth of a premature child and also when by any other cause the baby must stay at the hospital, the period of suspension will be calculated, according to the mother or the father, since the date the child is discharged. It will be excluded of this calculation the six weeks after the childbirth of the compulsory contract suspension of the biological mother.

In case of premature birth with little weight and in other cases in which the baby needs to stay at the hospital for more than 7 days, the period of suspension will be extended in so many days as the baby stays at the hospital with a maximum of 13 weeks and according to the terms within the laws in which are developed.

In case of adoption or welcome, preadoptive or permanent of children under six years old (of a duration of no less than a year), or underage children older than 6 years old but disable or with difficulties in the re-entry into society or family properly accredited, the suspension will last 16 weeks uninterruptedly. It could be extended in the case of adoption, custody for the purpose of adoption or multiple placement of



two more weeks for each son or daughter from the second, counted at the choice of the worker, or as of the judicial decision by which the adoption is constituted, either from the administrative decision of custody for adoption or foster care, without that in any case the same minor may qualify for several periods of suspension.

In case the mother and the father work, the period of suspension will be distributed according to the affected's choice that will be able to enjoy it simultaneously or consecutively always uninterruptedly and with marked limits.

In case the suspensions are simultaneous, the total of them will not exceed the 16 weeks mentioned in the previous paragraphs or those correspondent to multiple childbirth, adoption or welcome.

The case of international adoption will be in accordance with what is provided in the Statue of the Workers.

In the cases in which the parents enjoy simultaneously the suspensions, the whole of it will not exceed of the 16 weeks mentioned in the previous paragraphs or those correspondent in case of multiple childbirth, adoption, family placement or welcome.

In case of disability of the child adopted or welcomed, the suspension will exceed in two more weeks. In case both of the parents work, this additional period will be distributed according to the affected's choice that will be able to enjoy it simultaneously or consecutively but always uninterruptedly.

The periods referred in this section can be enjoyed in full-time or part-time with a previous agreement with the company between the employers and the affected workers.

The workers will benefit of any improvement in the working conditions that took place during the suspension of the contract according to the terms referred in this section.

### 3. - Contract Suspension for women victims of gender violence:

In the terms referred in n) of 1<sup>st</sup> paragraph of article 45 of the Statue of the Workers, the period of suspension will have an initial duration that could not exceed 6 months, except that in the actions of the judicial protection results that the effectivity of the victim's protection requires the continuity of the suspension. In this case, the judge will be able to extend this suspension for periods from 3 months to 18 months.

### 4. - Contract suspension by fatherhood:

In the case of childbirth, adoption or welcome, according to the article 45.1d) of the Statue of the Workers, the worker will have the right to suspend his contract during four weeks uninterruptedly, that could be extended in the case of multiple childbirth, adoption or welcome in 2 more days for every child. This suspension is independent of the possibility to share the maternity leave regulated in the article 48.4 and .5 of the Statue of the Workers.

In the case of childbirth, the suspension will exclusively correspond to the mother. In the cases of adoption or welcome this right will correspond only to one of the parents to their choice; however when the period of leave regulated by the article 48.4 and .5 of the Statue of the workers is completely enjoyed by one of them, the right of suspension for fatherhood will only correspond to the other.

The workers who exercise this right will be able to do it since the end of the maternity leave or since the judicial ruling from which the adoption is constituted to the end of the suspension of the contract regulated in the article 48.4 and .5 of the Statute of the Workers or immediately after the end of that suspension.

The contract suspension referred in this section can be enjoyed full-time or part-time of a minimum of 50% with a previous agreement between the employer and the worker.

The worker must communicate to the employer, in advance, the exercise of this right.

### **Article 61 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 fetus, 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 fetus, 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.

5. - Without prejudice to the rights established by law, pregnant women will be entitled to double the breaks established in Article 24 for full working days or in any of its sections if it is a split day, from week 22 of pregnancy.

### **Article 62 Protection measures for women who are victims of gender violence**

The worker victim of gender violence who is obliged to leave her work position in the city where she used to live to make effective her protection or integral social services, will have preferential right to take another work position, of the same

professional group of equivalent category that the company has as vacancy in any other of the work centers,

In those cases, the company must communicate to the worker the vacancy positions in the moment or those that could be in the future.

This removal or change of working center will last 6 months, in those months the company must keep the work position that used to have the worker.

After that period, the worker will be able to choose between returning to the old work position or continue in the new one. In the last case, it will finish the obligation of reservation of the work position.

There won't be considered, according to the article 52 d) of the Statute of the Workers, as an absence to work the ones resulting of physical or psychological violence deriving from gender violence properly accredited by social services or health services.

## **CHAPTER XIV SOCIAL PROVISIONS**

### **Article 63 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: 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 illness:

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.

In the event that hospitalization occurs, regardless of the day and duration of the hospitalization a, it will be complemented to 100% of the salary Collective Agreement from the first day of the accident leave.

4. - The Salary Agreement includes the concepts of: base salary, extraordinary payments, normal holidays bonus , special holidays, Sundays, nocturnal and language bonus.

5. - 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 OFFENSES AND SANCTIONS

### Article 64 General principles

- 1.- The current disciplinary norms are designed to maintain discipline at work, a fundamental aspect of normal coexistence, technical order and the organization of the company, as well as a guarantee and defense of the rights and legitimate interests of the workers and the company.
2. - Offenses, 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 Offenses committed by the workers will be classified as light, serious and very serious.
4. - The Offenses, 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 Offenses will be communicated to the legal representatives of the workers.

### Article 65 Minor offenses

The following are minor offenses:

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 offenses 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 offenses 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 behavior and diligence, as long as there is no complaint from the client, in which case this may be qualified as serious or very serious.

## Article 66 Serious offenses

The following are serious offenses:

- 1.- Committing more than two minor misdemeanors in one quarter, except when these refer to punctuality, even though the misdemeanors may be different, as long as a punishment has been communicated in writing.
2. - More than four punctuality misdemeanors in a period of thirty days.  
When a co-worker has to cover the post, just one punctuality misdemeanor 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 misdemeanors which, due to their seriousness or repercussions, deserve special punishment; if these have special relevance they will be considered to be very serious.

## Article 67 Very serious offenses

The following are considered to be very serious misdemeanors:

1. - The reoccurrence of a serious misdemeanor 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 misdemeanors, committed in a period of six months or thirty over one year, even if these have been punished independently.
- 3.- Three or more unjustified misdemeanors 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 or by reason of sex, 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 or by reason of sex will be considered as all of those conducts which, within the place of work, of a sexual nature or made according to the sex of a person, that has the purpose or has the effect of threatening the dignity of a person, particularly when an intimidating, degrading or offensive environment is created.

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.

## Article 68 Punishments

1. - For minor offenses:
  - a). - Verbal reprimand.
  - b). - Written reprimand.
  - c). - Suspension of the employee and their salary for up to two days.
2. - For serious offenses:
  - 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 offenses:
  - 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 offenses.

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

## **CHAPTER XVI PROFESIONAL TRAINING**

### **Article 69 General principles**

In agreement with the article 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 recognized academic or professional titles facilitated, and to receive improvement courses organized by the company itself and other organizations.

### **Article 70 Aims**

The vocational training seeks to address, among others, the following objectives:

- A). - Adaptation to the working position and its modifications.
- B). - Specialization within the work itself.
- C). - Professional retraining.
- D). - The expansion of the knowledge of workers apply to the activities of the sector.

### **Article 71 Training at the sector level**

The parties to this Convention assume the entire contents of the existing vocational training for employment (AFPE), which will develop its effects on the functional scope of the present Convention.

For this purpose will be created a Committee, within the month following the month of publication of this Convention, which will operate for the duration of the Convention, as a Commission on training, and comprised of four representatives of the organization Trade union signatories to this Convention, and four representatives of employers.

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.

### **Article 72 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.

A training commission will be set up within the company in an equally manner, which will be responsible for improving and developing the information and participation processes regarding training plans. The Commission will be composed of a representation of the company and another of the trade union.

Likewise, it will have competence in matters of follow-up, minimizing incidents and ensuring the quality of the training that is imparted. Such Commission will have its own operating regulations.

### **Article 73 Periods of pre-service training 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**

### **Article 74 Workers' representatives**

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

### **Article 75 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.

### **Article 76 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.

Likewise the same person may get both the position and the credit, of a unitary and union nature.

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 authorizes this and the person that uses them.

#### **Article 77 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.

#### **Article 78 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.

#### **Article 79 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.

#### **Article 80 Preference for the workers representatives**

The workers' legal representatives will be given priority over other workers to stay permanently in the work centers, 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**

### **Article 81 Composition and functions**

In accordance with the provisions of article 91 of the Workers' Statute, it creates a joint parliamentary committee of interpretation and follow-up to the Convention.

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, which 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 favorable vote of the majority of each one of the representations.

Specific functions of the Committee include:

- A) The monitoring and interpretation of this Convention and follow-up to the application and development of such rules, elaborating, in accordance with the provisions of article 91 of the Workers' Statute.
- B) B) .- mediation in the event of disagreement once completed the period of consultations with the procedures of substantial change in working conditions ( article 41 of the Workers' Statute) internal flexibility, collective dossiers for regulating employment or any other that the parties voluntarily choose to subject to this Commission.
- C) Prior information in case of derogations of the Convention, being able to mediate between the parties, if any of them so request.
- D) Mediate in conflicts that voluntary and jointly are submitted by the parties affected and that relate to the application or interpretation of the sector legislation alluded.
- 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.
- 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) Make a quarterly report on the development of employment and recruitment in the sector; as well as on the application and development of this collective agreement.

**Article 82 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.

Meetings shall be convened by the President with an indication of the issues that have to be treated, keeping a record in writing of the same, all of which will be submitted within one month to all members of the Commission.

When the meeting is requested by the workers and the companies, the initiation of the procedure will be formalized 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 organizations 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.

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 finalized 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 procedure in the Commission, the parties may not resorting to other instances, nor raise measures of pressure or declare collective conflict until the Commission issues a decision on the matter submitted for its knowledge.

### **Article 83 Timetable credit for the Collective Agreement Committee**

For the correct administration and government of this Agreement via the established sector commissions, and for these to carry out their work, the union organizations that sign this third Agreement will have the right to use the volume of hours corresponding to fourteen free persons, ten of whom will be assigned to COMFIA-CCOO and eight 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 organization.

### **Article 84 Observatory of the contact center sector**

The parties to this Convention agree the constitution, during its lifetime, of an observatory on the Contact Center Sector, which will represent all the organizations, employers and trade unions, signatory to the Convention to consider and discuss in the same all those Issues or matters of interest to the Contact Center sector, leaving outlined without limitation, and non-restrictive: vocational training, vocational classification structure etc.

Participation in this observatory does not generate additional credit hours to the existing trade union in the present Convention, which would be in their own terms and amount of hours for each of the trade union organizations signatory to the convention that was concrete in the article 83.



## **CHAPTER XIX EXTRAJUDICIAL SOLUTION OF CONFLICTS**

### **Article 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 V 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 that Community.

## **CHAPTER XX EQUAL OPPORTUNITIES**

### **Article 86 Equal treatment and opportunities**

The parties affected by this Convention, and in the implementation of the same, are committed to promoting the principle of equal opportunities and non-discrimination on grounds of sex, marital status, age, race, nationality, social status, religious or political ideas, union membership, as well as for reasons of language, within the Spanish State. Nor can they be discriminated on grounds of decreases, psychic or sensory, anytime they find themselves in conditions of fitness to perform the work or job in question.

This commitment carries with it, also, the removal of obstacles that may have an impact on the non-compliance with the conditions of equality between women and men, as well as implement affirmative action measures or other necessary to correct possible situations of discrimination.

### **Article 87 Guaranty of equality of opportunity and equality plans**

1.- The employment relationships in the companies must be prevailed by equality and no discrimination, among other causes, by gender reason.

The companies will work with determination in the achievement of equality of opportunities in all its policies, particularly the gender equality adopting measures directed to avoid any labor discrimination between men and women.

2.- The companies will elaborate and apply an equality plan, after negotiation or consultation, where appropriate, with the legal representation of the workers, when the labor authority had agreed in a sanctioning procedure the substitution of the accessory sanctions for the elaboration and application of such plan, in the terms that are set in the indicated agreement.

3.- Equality plans can be developed or implemented for companies with less than 250 workers, after consulting the legal representation of workers.

4.- Companies with more than two hundred and fifty people on the workforce must develop and apply an equality plan with the scope and contents referred to in Organic Law 3/2007, for effective equality between women and men. Such plan must be the object of negotiation with the legal representation of the workers, in the manner that this determines in the labor legislation.

Prior to the equality plan, companies must make a diagnosis to identify the status of equality that will provide information on the following staff rates, disaggregated by sex, among others: staff, distribution of staff by levels, sick leave, rate of promotion, remuneration, hours of training, modalities of hiring by gender or other indexes that are considered necessary for the best performance of the analysis and development of the equality plan.

The equality plans of the companies are an ordered set of measures, adopted after making an analysis of the situation, aimed at achieving equality of treatment and opportunities between women and men in the company and eliminating discrimination based on gender. The measures to be considered for their assessment in the negotiation of the equality plan in the company, will take into consideration the criteria referred to in Article 17.4 of the Workers' Statute, being able to establish positive action measures in the negotiation of conditions of employment. hiring, promotion or training, so that under equal conditions of suitability, people of the less represented gender have preference to favor their access in the group, professional category or job in question.

Equality plans, in the event that the agreement referred to in the second paragraph of this article is reached, will set the concrete objectives of equality to be achieved, the strategies and practices to be adopted to achieve them, as well as the establishment of effective monitoring systems and evaluation of the objectives set.

To achieve the objectives set, the equality plans may include, among others, the subjects of access to employment, professional classification, promotion and training, remuneration, ordering of working time to favor, in terms of equality between women and men, work, personal and family conciliation, and prevention of sexual harassment and harassment based on gender.

Equality plans that in accordance with the provisions of this precept will be established will include the entirety of a company, without prejudice to the establishment of special actions appropriate to certain work centers.

The access of the legal representation of the workers is guaranteed or, failing that, of the workers themselves, to the information on the content of the Equality Plans and the achievement of their objectives.

The foreseen in the previous paragraph will be understood without prejudice of the follow-up of the evolution of the agreements on equality plans by the Joint Commission of the Collective Agreements to which they attribute these competences.

## **ADDITIONAL STATUTES**

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### **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 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.

### **DEROGATION PROVISION**

For the purposes set in the article 86.4 The Workers' Statute, the signatory parties, as manifested in its Preamble, agree that the present collective agreement State Sector of the Contact Center, replaces, supersedes and leaves without any effect in its integrity and in all its extension, the State Collective Agreement of Contact Center Sector which validity is extended from 1 January 2010 to December 31 2014.

**ANNEX I**

<b>Table of base salary</b>	
Level	Salary 2017
1	34.494,12
2	31.260,05
3	26.953,11
4	22.646,17
5	19.952,40
6	17.019,36
7	16.247,51
8	15.437,05
9	14.896,76
10	14.086,32
11	13.468,84
12	13.268,17

**ANNEX II**

**Wage Tables of surcharge of normal holidays, special holidays, Sundays, plus Language, Plus and Plus of nighttime and Transportation**

**2017**

Normal holidays Surcharge	
Nivel	2017
6	44.38
7	42.39
8	40.25
9	38.83
10	36.74
11	35.12
Specials holidays Surcharge	
Nivel	2017
6	94.12
7	89.84
8	85.36
9	82.36
10	77.88
11	74.44
Sundays Surcharge	
Nivel	2017
6	15.29
7	14.61
8	13.88
9	13.39
10	12.66
11	12.11

- 1.- Plus Language: 108.05 (Full Day).
- 2.- plus of nighttime: 1.62 / Hora.
- 3.- plus transport: 5.41 / day.

Note: These amounts are referred to 8-hour shifts, obtaining the time value by dividing the base salary, content in the tables in Annex I, among the 1,764 hours of annual day maximum, should be calculated in days less than the proportional part.

The amounts corresponding to the remaining wage levels, which are not included in this table, except for the matching, shall be calculated by operation identical to the followed for this.

When the holidays are not compensated with free day, will not be paid the surcharge, and shall be remunerated the festive worked in accordance with article 49 of this Convention.

## **POSTSCRIPT**

Because every time there are more call centers with foreign workers from CCOO we have made a translation in English of the agreement to be used as reference. It is an unofficial translation and if you have any doubt, it is better to ask a delegate of CCOO.