CONTACT CENTRE

COLLECTIVE BARGAINING AGREEMENT

2020 - 2026

CCOO servicios

corrected text
on
05/23/2023

the power to change things

Introduction

CCOO pushes for a Convention of historic changes in Contact Center

The main changes involve further professionalisation of the sector.

Salary. Target: 16024 euros/year for level 10 in 2024.

2022: 3.5% increase; 2023: 3.5% increase; 2024: 3% increase; 2025: CPI increase (maximum 3.5% and minimum 1%); 2026: CPI+0.5 increase (maximum 3.5% and minimum 1%).

Levels 11 and 12 currently correspond to the SMI and will disappear on 1 January 2024.

Stability in employment. Indefinite contracts and subrogation.

CCOO promotes permanent contracts for 80% of the workforce. The impact of fixed-term and temporary contracts is significantly reduced. People with permanent discontinuous contracts will have sufficient contribution time to receive unemployment benefits during the period of inactivity.

Staff belonging to a service will keep their job and their conditions of employment through subrogation if that service changes company.

Contracted work. We fight against the abuse of bias.

At the proposal of the **CCOO** it is set at at least 70% of the workforce working at least 30 hours a week. Thirty per cent of the total will be full-time.

Also at the proposal of the **CCOO**, temporary extensions of working hours will be consolidated, applying a formula for calculating the average working hours extended during the year, based on a specific extension period.

Telework. Regulation of planning and compensation

It is established that 30% of the workforce will be able to telework 100% of their working day.

People who telework less than 100% of their working day will have a quarterly planning of the days of presence.

The costs of each day teleworked shall be compensated.

Gender Equality. An in-depth review.

At the proposal of the **CCOO**, an Equality Commission is created for the first time, which will review the professional classification from a gender perspective to ensure that there is no bias.

Once again it is shown that CCOO, being the most represented union in the sector, has the necessary strength to continue to generate rights and improvements in Contact Center conditions.

The text reproduced below is the one signed on 05/23/2023, after making the corrections requested by REGCON and pending publication in the BOE.

INDICE

III STATE-WIDE COLLECTIVE BARGAINING AGREEMENT FOR THE CONTACT CENTRE SECTOR

Preamble

This State Collective Agreement for the Contact Centre Sector is signed, on the one hand, by the Business Association "ASOCIACIÓN DE COMPAÑÍAS DE EXPERIENCIA CON EL CLIENTE (CEX)" representing the companies in the sector and, on the other hand, by the trade union organisations CCOO and FeSMC-UGT, representing the workforce affected by it.

CHAPTER I.- EXTENSION.

Article 1.- Territorial scope.

This Agreement shall be binding throughout the territory of the Spanish State.

Article 2.- Functional scope.

Within the scope of Article 1, the application of this Agreement shall be mandatory for all companies and all their staff whose activity is the provision of contact centre services to third parties.

For the purposes of this Agreement, the provision of contact centre services includes all activities aimed at contacting or being contacted with third parties by telephone, by telematic means, by application of digital technology or by any other electronic means, for the provision, among others, of the following services, which are listed by way of illustration: contacts with third parties in multimedia environments, technical support services to third parties, management of collections and payments, mechanised management of administrative and back office processes, information, promotion, dissemination and sale of all types of products or services, carrying out or broadcasting personalised interviews, reception and classification of calls, etc., as well as any other services provided to third parties through the aforementioned environments.

This definition shall include activities which are ancillary, complementary or related to the main activity.

Article 3.- Personal scope.

The Convention covers all staff and companies mentioned in the previous article.

It expressly excludes senior management personnel whose special employment relationship is regulated in Royal Decree 1382/1985 of 1 August 1985, as well as the other activities and relationships referred to in number 3 of Article 1 and Article 2, both of the Workers' Statute.

Article 4.- Agreements at lower levels.

The parties to this Agreement undertake not to negotiate Collective Company Agreements or sectoral Agreements of a lower scope.

As a general rule, the matters contained in this Agreement have the character of a minimum standard of necessary law, except in those rules in which there is a reference to other areas of negotiation, and in which cases the nature, content and scope with which such reference is contemplated will have to be taken into account.

In matters where this is expressly provided for, this Agreement, in view of its unique nature, shall have the character of an exclusive and excluding rule.

The following are considered to be non-negotiable matters in any case: the functional scope; the personal scope; the modalities of recruitment; the probationary period; the professional groups and levels; the legal organisation of offences and penalties; the minimum standards for health and safety at work; and geographical mobility.

Within the labour framework established in the T.S. and in this Agreement, the signatory organisations consider of interest the development that, in the spheres of the Autonomous Communities, may be carried out in matters relating to the working calendar, language and use of the autonomous systems for the out-of-court settlement of collective labour disputes.

CHAPTER II.- TEMPORAL SCOPE.

Article 5.- Validity.

The Agreement shall generally enter into force, upon signature, with its economic effects retroactive to 1 January 2020, in the manner and to the extent set out in Article 43.

Article 6.- Duration.

The duration of this Agreement shall extend until 31 December 2026, and shall be tacitly extended from year to year, unless the Agreement is denounced by any of the parties entitled to negotiate it, in accordance with Article 87 of the Workers' Statute.

Once the Agreement has been denounced, and until an express agreement is reached, for the purposes of the provisions of Articles 86.3 and 4 of the Workers' Statute, it shall be understood that its regulatory content remains in force.

Article 7.- Form of the complaint.

The denunciation of this Agreement shall be made, within the last three months of its current term or extension, with the formalities provided for in Article 89 of the Workers' Statute, and by those entitled to negotiate in accordance with Article 87 of the same legal text.

It must be formalised in writing and addressed to all the employers' and trade union representatives who signed it.

Negotiations must begin at least one month before the expiry date of the denounced agreement.

CHAPTER III.- NETTING, SET-OFF, ABSORPTION AND GUARANTEES

Article 8.- Globality.

The terms and conditions agreed in this Agreement form an organic and indivisible whole and, for the purposes of their practical application, shall be considered as a whole.

In the event that the labour courts declare any of the agreed clauses null and void, the negotiating parties shall decide, by mutual agreement, the need to renegotiate said clauses and those that are affected, under the principle that the nullity of any or some of them does not imply the nullity of the entire Agreement.

Article 9.- Absorption and compensation.

Staff with salaries above those established in the Agreement, retroactively from 1 January 2020,

shall see their salaries increased annually, at least by the amount resulting from applying the agreed salary increase to the salary of their level, with this salary increase being applied in the same way as that agreed in article 45, for the rest of the workers included within the scope of application of this Collective Bargaining Agreement. In other words, they will not be affected by wage compensation and absorption and will have to increase the wage of their level by the amount legally established in the collective agreement.

Article 10.- Most beneficial conditions.

Companies shall be obliged to respect the conditions that they have been satisfying, whether by law, individual contract, custom or usage, collective bargaining, voluntary concession or any other reasons that, globally and on an annual basis, exceed the whole of this Agreement.

The most beneficial conditions that in annual computation and as a whole exceed what is agreed in this Agreement shall be maintained "ad personam".

CHAPTER IV.- ORGANISATION OF WORK

Article 11.- Principles of work organisation.

The organisation of work in accordance with the provisions of this Agreement, and in accordance with the legislation in force, is the sole responsibility of the Company's management.

The organisation of work is aimed at achieving optimal levels of productivity, efficiency, quality and working conditions in companies in the sector.

The achievement of these goals is made possible on the basis of the principles of good faith and diligence of companies and their staff.

Work organisation systems and their modifications shall be complemented, in order to be effective, by appropriate training policies.

CHAPTER V.- RECRUITMENT

Article 12.- General principles.

Staff serving in the sector, and for the purposes of the references in this Agreement, are organised into two distinct organisational schemes and shall be designated as "structural staff" and "operational staff".

The structural staff is made up of all those workers whose functions are focused on attending to and executing internal management activities within the company's organisation and which are of permanent necessity for the company; the operations staff is made up of those workers who carry out their work in the campaigns and/or services that the Contact Centre companies provide for a third party.

Article 13.- Recruitment

1. As from 1 January 2024, the recruitment modalities in the companies to which this Collective Bargaining Agreement applies, for both structural and operational staff, shall be subject to the following percentages and recruitment modalities:

a) At least 80% of the employment contracts signed by companies with their workforce must be

ordinary open-ended contracts.

b) A maximum of 20% of the company's workforce may be employed under any of the following types of contract:

- Temporary contracts as provided for in Article 15 of the Workers' Statute.
- Discontinuous permanent contracts under Article 16 of the Workers' Statute, i.e. the type of contract intended for the provision of services for the different campaigns or services that form part of the activity of companies, such as seasonal or seasonal contracts.
- Hiring of Temporary Employment Agencies, by means of contracts for the provision of services.

2. Fixed-term contracts to be formalised by companies, within the percentage indicated above, may be concluded on a part-time basis as a result of the activity of the sector which requires, in certain functions, this particular type of contract, and the relevance of such contracts must be justified and an annual census of personnel subject to this type of contract must be carried out, in accordance with the provisions of Article 16.5 of the Workers' Statute.

3. Likewise, for workers hired under this contractual modality linked to campaigns and services to be provided by companies, the following maximum periods of suspension and inactivity are established when this inactivity has occurred:

If the period worked by the worker is less than 360 days in the company, the period of inactivity may not exceed three months.

If the period worked is between 360 days and 539 days in the company, the period of inactivity may not exceed four months.

If the length of the period worked is 540 days or more in the company, the period of inactivity may not exceed six months.

4. The company that uses the modality of discontinuous permanent contracts linked to campaigns and services will create a call pool to which those persons who are in a situation of inactivity will be incorporated. The change to inactive status shall be notified both to the worker and to the RLPT at least 15 days in advance. The call-up, which must be to a work centre in the same province in which the worker provided services, shall be given at least 7 days' notice both to the worker and to the legal representatives of the workers, unless a shorter period is agreed with the worker.

If the employee does not return to work within seven days, it shall be understood that he/she has resigned from his/her post.

The scales for entry into the pool and for call-up, in case of equal conditions:

A scale composed of three factors will be established: a) 50% seniority, b) 10% training c) 40% performance evaluation to be applied as follows:

The call for workers who form part of the pool of permanent discontinuous staff will be made according to the shift and working day. In the event of equality of these conditions between two people, the one who obtains the highest score on the scale described above will be called up.

In the event of the termination of a contract without a business subrogation, the persons hired under the discontinuous permanent contract modality will be placed in a situation of inactivity in reverse order, according to the result obtained from the calculation of the scale described above.

On a half-yearly basis, either through the companies' intranet or the usual way in which vacancies are advertised, the persons in this pool, the rest of the workers hired under this type of contract and the legal representatives of the workers must be informed of the vacancies of an ordinary permanent nature, so that they can make requests for voluntary conversion in accordance with the procedure

established in Article 14.3 of this Agreement.

5. The legal representatives of the workers shall be informed, sufficiently in advance at the beginning of each calendar year, of the pool of permanent seasonal workers created in the companies under the terms of the previous paragraph, as well as of a calendar with the annual call-up forecasts and of the data on the actual registrations of permanent seasonal workers once they occur.

6. Production circumstance contracts to be entered into by companies, within the percentage indicated above, may be concluded for a duration of up to nine months.

Article 14.- Deadline and procedure for compliance with recruitment percentages

1. The percentages in the hiring modalities foreseen in the previous article shall be effective as of 1 January 2024, and all hiring from that date onwards shall respect the same percentages.

2. For the calculation of the percentages of 80% of permanent employees and the remaining 20% described above, the average workforce of the companies in the previous year shall be taken, considering the total number of contribution days of all the personnel hired (including those hired under a stand-by contract), in a manner analogous to the system regulated in Article 72.2.b) of the Workers' Statute for the election of personnel delegates or members of the Works Committee.

3. The choice of personnel whose contract is to be converted into an ordinary indefinite-term contract, provided that the person concerned accepts it voluntarily, shall be made on the basis of the following criteria: Establishment of a scale based on three factors: 50% on seniority; 10% on training received; and 40% on performance appraisal.

4. The conversion of contracts into ordinary open-ended contracts shall not, in itself, entail a substantial change in the basic conditions of the contract.

5. During the first quarter of each year, companies shall provide, in editable spreadsheet format, to the state trade union sections or, failing that, to the trade union sections with unitary representation in the company, a nominal list of the workforce of the entire company and of all work centres. This nominal list of employees must contain at least the following information:

Name and surname

Professional category

Seniority in the company

Type of contract

Workplace

Campaign or service

6. In accordance with the provisions of Article 42.3 of the Workers' Statute, the operations personnel of the contact centre company, contractor or subcontractor must be informed in writing of the identity of the main company for which they are providing services at any given time, which must be provided prior to the commencement of the respective provision of services, and shall include the name or company name of the main company, its registered office and its tax identification number.

7. Likewise, the contractor or subcontractor contact centre company must inform the legal representatives of its employees of the identity of the main companies for which services are to be provided, as well as the purpose and duration of the contract, the place where it is to be carried out, a detailed list of the work to be undertaken in the contract with the client, the timetable for the provision of services, the days and hours, the initial size of the personnel assigned to the campaign or service, the number of employees to be employed by the contact centre company in the work centres of the main company and the measures planned for the coordination of the activities of the main company: days

and hours; initial sizing of the personnel assigned to the campaign or service; number of workers to be employed by the Contact Centre company in the work centres of the main company and measures planned for the coordination of activities from the point of view of occupational risk prevention and any other circumstance related to the provision of work. The same information shall also be provided in the event of successive renewals and their modifications, if any.

Companies are obliged to provide this information within a maximum period of three days, calculated from the start of the campaign, for those campaigns with a planned duration of less than three months; when the planned duration of the campaign exceeds three months, the maximum period for providing the information shall be one month, also calculated from the start date of the campaign.

Article 15.- Part-time contracts.

In the case of part-time contracts, the weekly working week shall be taken as the reference. In all other matters, the provisions of the legislation in force at any given time shall apply.

Article 16.- Information on contracting.

Companies must provide a basic copy of open-ended and fixed-term contracts to the workers' legal representatives, as well as their extensions, modifications, conversions and denunciations.

In the case of verbal hiring, companies shall provide a report to the legal representatives of the workers, with personal data, date of registration and leave, cause, and a copy of the social security registration report.

Companies shall inform the legal representatives of the workers, separately for structural and operational staff, of the evolution of employment with respect to the previous quarter and with an express indication of the number of registrations and dismissals and the type of contract.

In turn, the companies shall inform the Joint Committee on a quarterly basis of the contracts carried out, separately for structural and operational staff, indicating the type and number of persons hired. This information must reach the Joint Committee no later than 30 days after the end of the calendar quarter.

Without prejudice to the information on subcontracting provisions referred to in Article 64 of the Workers' Statute, when the company enters into a contract for the provision of works or services with a contractor or subcontractor, it must inform the legal representatives of its employees of the following points:

a) Name or company 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, the number of workers to be employed by the contractor or subcontractor at the main undertaking's place of work.

e) Measures foreseen for the coordination of activities from the point of view of occupational risk prevention.

When the main company, contractor or subcontractor share the same workplace on a continuous basis, the main company must have a record book in which the above information is reflected in respect of all the aforementioned companies. This book shall be at the disposal of the workers' legal representatives.

Article 17.- Voluntary severance.

Those wishing to leave the service of the companies voluntarily, unless they are in a probationary

period, shall be obliged to inform the companies in accordance with the following notice periods:

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

Companies, once they have received the notice of voluntary termination, may dispense with the services of the person concerned before the date set by the company for the termination of the employment relationship, paying the corresponding salary from the date on which the company avails itself of this option until the date that the worker indicated as the voluntary termination of the employment relationship.

Failure on the part of the contracted person to give the aforementioned advance notice shall entitle the companies, as compensation for damages, to deduct from the settlement corresponding to the termination of the contract the amount of one day's salary for each day of delay in the advance notice.

The companies shall be obliged to pay the settlement for termination of the contract on the date of termination of the period communicated by the person concerned. Failure to comply with this obligation on the part of the undertakings shall entitle the person requesting termination to receive compensation equal to the amount of one day for each day's delay in payment, up to the limit of the number of days' notice required. There shall be no such obligation, and consequently no such entitlement shall arise, if notice is not given in due time, the undertaking being nevertheless obliged to pay the settlement within fifteen days of the date of notice of termination, the penalty being applied from the sixteenth day onwards.

Article 18.- Probationary period.

The duration of the probationary period shall vary according to the nature of the posts to be filled, but may in no case exceed six months for qualified technical staff, one month for tele-operators at any level, fifteen days for unqualified staff, and two months for other levels.

Situations of temporary incapacity, birth, adoption, legal guardianship for the purpose of adoption, foster care, risk during pregnancy, risk during breastfeeding, gender-based violence that may affect workers during the trial period, provided that this has been expressly agreed in the employment contract, shall interrupt the calculation of the trial period, resuming from the date of effective return to work.

An agreement establishing a probationary period shall be null and void if the worker has previously performed the same duties in the company, under any type of contract.

Article 19.- Remote working

1. Telecommuting and teleworking are recognised as a form of work organisation or work activity whereby work is carried out at the worker's home or at a place chosen by the worker through the exclusive or predominant use of computer, telematic and telecommunication means and systems.

2. The provisions of the Workers' Statute, Law 10/2021 of 9 July on remote work and this agreement being applicable in this matter, remote work shall be understood to be regular work that is performed in a reference period of three months, in a minimum of thirty per cent of the working day, or the equivalent proportional percentage depending on the duration of the employment contract.

3. This form of work organisation is voluntary for companies and workers, and is regulated with each of them through the signing of an individual remote work agreement. The minimum content of this agreement shall be that provided for in Article 7 of Law 10/2021 on remote work, and it may not contravene the provisions of this Law or of this agreement.

4. The performance of remote work may be reversible at the discretion of the undertaking or the employee. Reversibility may occur at the request of the undertaking or the worker, giving at least 20 calendar days' notice in writing.

5. Percentage of staff in remote work situations

a) Up to a maximum of 30% of the workforce of companies, regardless of their form of contract, may work 100% of their working day on a telecommuting basis.

Exceptionally, those companies that have a percentage of 70% or more of people with a recognised disability equal to or greater than 33% of their workforce may agree with their legal representatives on higher percentages of teleworking for this group.

b) Without prejudice to the above percentage, companies may offer to all workers the provision of services in the hybrid remote work modality. This hybrid system will consist of the possibility of providing the service in a teleworking regime, although it will be necessary to work in person for at least 9 days per quarter, of which at least 2 of them must be in the same calendar month of each of the three months that make up the quarters.

For the implementation of hybrid remote work, the quarterly planning shall be communicated three months in advance to each worker in this regime as well as to the workers' legal representatives.

This planning of attendance may be subject to modification with one month's notice, to a maximum of 20% of the staff subject to this regime. This percentage of staff must be informed at the date of publication of the schedule and its allocation shall be determined on a rotational basis. Therefore, staff who have been affected by a modification may not be affected again until all the staff of the service have been included in this percentage. In the event of such a change, the employee shall be notified in writing at least 30 days in advance of the change.

6. Persons who perform their work remotely, either on a 100% remote working basis or on a so-called hybrid remote working basis, shall be assigned to a workplace in their province of residence or neighbouring provinces.

In the event that there is no work centre in the teleworker's province of residence or neighbouring provinces, the company must guarantee the right to telework 100% of the working day for the entire duration of the contractual relationship, including this personnel within the maximum calculation established for this modality of teleworking described in the first paragraph of section 5.a. above.

The company that, in accordance with the provisions of Article 20 of this Collective Bargaining Agreement, is subrogated in a service and in one of the localities in which there is subrogation of persons does not have a work centre, may, for nine months from the date of final award of the service, agree to telework 100% of the working day of the entire workforce, not affecting in such case the 30% limit provided in section 5 above, being mandatory that during that period the company creates a contribution code for that province to the Social Security, which will be effective from the subrogation. At the end of the 9-month period, the company must have a physical workplace in the province, unless the workers in that workplace form part of the percentage of full-time telecommuters provided for in section 5 of this article.

7. Provision of means and compensation of expenses

Workers to whom the provisions of Law 10/2021 apply shall be entitled to the provision and adequate maintenance of all means and tools for the exercise of the agreed telecommuting work.

In accordance with the provisions of Law 10/2021 of 9 July on distance work, in the case of workers with disabilities, companies shall ensure that such means and tools, including digital ones, are universally accessible, in order to avoid any exclusion for this reason.

In the event of technical difficulties, the necessary attention will also be guaranteed.

Companies shall provide the worker with an ergonomic chair if requested, as well as any other elements that may be indicated by the legislation in force or by the company's occupational risk prevention service.

Companies may not use tools, applications or devices belonging to employees that are not provided by the company itself. In the event that a two-factor authentication system is necessary, the company must provide the necessary tools and means for its use. As an exceptional case and exclusively for this purpose, if the worker rejects the tool provided by the company, he/she may give his/her consent to the use of devices or tools owned by him/her.

When the person returns to full-time, face-to-face work, he/she must return to the companies all the material means placed at his/her disposal.

8. Companies shall provide teleworkers with a corporate e-mail or an alternative electronic communication system, which allows the sending and receipt of texts and files in "jpg" and "pdf" format, and which has an exportable format, which may also be used by the legal representatives of teleworkers, subject to the internal rules of operation of these systems. These internal rules may not restrict normal communication between staff and legal representatives of teleworkers in companies.

This e-mail or substitute electronic system must be provided to the legal representation of workers at the time of its creation. The system to be used shall allow sending with copy or blind copy.

9. The following amount shall be paid for all other expenses, including internet connection, which the employee may incur as a result of providing services remotely:

- In 2023, workers with a working week of 30 hours or more will be paid 1.22 euros per day worked in this mode.
- In 2023, workers with a working week of less than 30 hours will be paid 0.96 euros per day worked in this mode.

The above amounts are for the year 2023 and shall be updated annually, as of 1 January 2024, in accordance with the increases in the salary tables.

The arrears for the period from 29 November 2022 to 31 December 2022 shall be paid in accordance with the first transitional provision.

10. The company shall provide the workers' legal representatives with a copy of all remote work agreements made and their updates. This copy shall be delivered by the company within ten days of its formalisation to the workers' legal representatives, who shall sign it in order to certify that it has been delivered.

The company shall expressly identify in the staff lists, which shall be provided to the RLPT on a quarterly basis, the persons working remotely, including the work centre to which they are assigned and the percentage distribution between on-site and remote work.

Article 20.- Succession in the event of termination of the campaign or service to third companies.

1. When the campaign or service contracted is terminated as a result of the termination of the commercial contract on which it was based, and the main company or Administration re-awards and/or puts out to tender the same campaign or service or one with similar characteristics to the terminated one, the effects of Article 44 of the Workers' Statute on the subrogation of companies with the rights and responsibilities that this implies shall be applicable.

Likewise, it shall be presumed that there is a subrogation case with the effects of the previous

paragraph, when the main company or Administration terminates the commercial contract and awards the campaign or service partially to several assignee companies, or when the main client terminates the commercial contract of the campaign or service in order to internalise the main object of said campaign.

2. Without prejudice to the application of the legal regulations and for the purposes of an orderly and effective transfer of workers from the transferor company to the transferee company, the company that is the new successful tenderer of the campaign or service shall notify the transferee company in an irrefutable manner within five working days of notification by the main company of the concession of the campaign or service.

At least fifteen working days before the effective date of the transfer of the workforce to be subrogated, unless this is not possible due to the date of award of the new campaign or service by the main company, the transferor company shall provide the transferee company with the following information in a computer format that allows it to be processed:

a) Number of workers assigned to the campaign or service that constitutes the autonomous production unit to be subrogated. For these purposes, the autonomous production unit shall be made up of the personnel and, where appropriate, the means, capable of being detached from the company and of acting autonomously for the campaign or service that is the object of the transfer, although it must be provided with the support, complementary to the autonomous and complementary activity, that it received from the company in which it was incorporated.

b) The personnel that make up the autonomous production unit shall be understood to be those who have been assigned to the campaign or service and have performed their duties in the same for at least six months prior to the end of the campaign or service, as well as new recruits who have been hired for said campaign or service and have worked exclusively for it.

c) Likewise, the workers who at the time of the change of ownership have had their employment contract suspended due to any type of leave of absence, temporary disability or any other cause suspending the employment contract shall form part of the autonomous unit to be subrogated, provided that the aforementioned workers are assigned to the campaign or service or have carried out their effective activity therein for at least six months prior to the end of the campaign or service, with the periods they have remained in the cases suspending the employment relationship being counted for these purposes.

d) The documentation to be provided by the transferor company to the transferee company within the periods indicated above shall be as follows:

1. Up-to-date certification from the competent body of being up to date with payments to both the Social Security and the Tax Agency.

2. Copy of the last twelve monthly pay slips of the staff concerned and a summary in editable format of the payroll summaries for that period.

3. Social Security contribution slips corresponding to the nominal list of the persons concerned corresponding to the last six months.

4. List of staff concerned with the following specifications:

- Name and surname.
- DNI number.
- Address of the person and contact details.
- Copy of your employment contract and seniority in the company, if recognised before.

- The type of contract, determining the status of the employment relationship and its accreditation.
- Whether he/she has the status of legal or trade union representative and the date of appointment and termination of the position if he/she has been a legal or trade union representative within the last year.
- The person's annual earnings from all sources.
- Number of Social Security affiliation.
- Marital status and number of dependent children.
- Holiday schedule specified per person and referring to the current year.
- Ad personam conditions, if any, or collective agreements affecting the staff to be transferred.
- Information on the situation derived from maternity protection, paternity, temporary incapacity and leave of absence.

For this purpose, during the first six months of the Agreement's validity, a standardised format with the above data will be drawn up for use in the event of subrogation of the workforce.

3. The outgoing company shall draw up a document stating the settlement of the proportional parts corresponding to the special payments and, where appropriate, of the employees' pay at the time of the succession of the companies, including Article 52 of the Agreement, signing the same at the end of the said document, and implying in this signature its particular responsibility for the veracity of what is expressed therein.

With regard to holidays, the transferor and transferee company shall settle these between them, with the employees having the right to take and be paid for them in the new company, maintaining the agreed holiday schedule.

4. The formal obligations to facilitate the subrogation of the employees of the transferor company to the transferee company, taking into account the particularities and the number of persons who are the object of the transfer of the campaign or service to be subrogated and with the purpose of the orderly transfer, shall be carried out by the companies, even if the transferee company does not have as its main activity the functional scope of the Agreement.

5. The legal representatives of the workers of the work centre or work centres to which the persons to be subrogated belong shall be informed by the transferor and transferee company of the transfer of the workers under the terms provided for in Article 44 of the Workers' Statute.

Likewise, the transferring company shall send to the legal representatives of the employees a list by name of the persons to be transferred at least fifteen days prior to the effective date of the transfer, or within a shorter period if this is not possible due to the date of award of the new campaign or service.

6. The legal representatives of the workers of the campaigns or services affected by the subrogation, for the purposes of maintaining their representative position, may choose, within seven calendar days of the reliable communication of the subrogation, to transfer to the transferee company, maintaining their representative status until the end of their mandate, unless elections for workers' representatives are held beforehand, or to remain in the transferring company with the maintenance of their representative position.

Likewise, if the legal representatives of the workers of a work centre whose entire workforce is to be transferred by subrogation choose to remain in the transferring company, they will be transferred by the company to another work centre; if they do not accept the transfer, the legal representatives of the

workers, within forty-eight hours of the reliable communication of the subrogation, must necessarily form part of the workforce to be subrogated.

CHAPTER VI.- MOBILITY.

Article 21.- Functional mobility

Functional mobility within the company shall be carried out in accordance with the provisions of this Agreement, respecting, in all cases, the legal regime, guarantees and requirements established in the Workers' Statute.

Functional mobility within the same occupational group may not be between radically different specialisations, which require complex adaptation training processes.

Within the occupational group, the level of requirements or performance of the duties performed at any given time shall determine the applicable level of remuneration.

Functional mobility within the same occupational group shall not entail a reduction in the pay level of origin.

Mobility for the performance of duties belonging to a higher occupational group, as well as mobility for the performance of duties belonging to a lower occupational group, shall be regulated in accordance with the provisions laid down in this respect in Article 39 of the Workers' Statute.

When the company deems it necessary for a contracted person to perform work corresponding to a higher level, he/she shall receive, during the time he/she performs such work, the salary corresponding to that level.

Those who perform duties at a higher level for at least six months in a period of one year, or for at least eight months in a period of two years, shall be transferred to the higher level corresponding to the duties performed. For these purposes, the count should be daily, irrespective of the number of hours of the working day spent on the higher level duties.

Mobility, when it involves changes between specialised technical management and general service management, may be carried out provided that the new duties assigned are equivalent to the duties from which they came, equivalence being understood in the terms established in Article 22.3 of the Workers' Statute.

An employee may request a change of duties, either within or outside a job group. In these cases, the request must be reasoned and must meet the requirements established in this Agreement for the performance of the duties or post requested. The company shall give a reasoned reply to the request within one month.

Functional mobility carried out by mutual agreement between the parties shall respect the general provisions of this Agreement and the applicable legislation.

Consequently, changes in functions other than those set out in the preceding paragraphs shall require the agreement of the parties or, failing this, submission to the rules laid down for substantial modifications of working conditions, in accordance with the provisions of Article 41.1. f) of the Workers' Statute.

The payment for higher level duties, when performed sporadically and paid on a daily basis, shall be applied by dividing the difference between the monthly salary of the two levels by 30 and multiplying by 1.4.

CHAPTER VIII.- WORKING TIME.

Article 22.- Working day.

During the term of this Agreement, including any extension or ultra-activity, the maximum duration of the ordinary working day on an annual basis shall be one thousand seven hundred and sixty-four hours, and 39 hours of effective work per week.

For those companies which, included in the scope of application of this agreement and which, by application of a collective agreement of a different scope, pay their workers a salary lower than that provided for in this sectoral agreement for their group and level, the maximum annual working hours for these companies shall be 1597 hours of effective work for full-time workers and the proportional part for part-time workers.

For the purposes of the provisions of the previous paragraph, it is understood that a company pays a lower salary when the total gross annual remuneration for all salary concepts established by the collective agreement of a different scope in accordance with the professional classification of the worker is lower than the gross annual remuneration that the worker would receive for all concepts applicable to the professional group and level (Annex I of the Agreement) as well as for the concepts regulated in Annex II that would correspond to him/her in accordance with this Agreement and which are in force at any given time.

Those companies that have been working a maximum annual working day lower than that established in this Agreement shall maintain the current working day as the most beneficial condition, without prejudice to the fact that the provisions of the two previous paragraphs shall also apply to them when the total annual salary is lower than that established in this Agreement.

In accordance with the third paragraph of Article 4 of this Agreement, the working time regulations set out in this Article shall be exclusive and exclusive.

From 1 January 2024, working hours shall comply with the following percentages:

- At least 30% of the companies' workforce will be on full-time working hours in accordance with the collective agreement.
- A maximum of 30% of the company's workforce may be employed for less than 30 hours per week.

The calculation of the above percentages shall be carried out on the average workforce of the companies of the previous year, for which purpose it shall be calculated on the contribution days of the personnel hired in the company, in a similar way to the system regulated in the Workers' Statute for the purpose of electing personnel delegates or members of the Works Committee.

Situations of reduced working hours due to legal guardianship shall be calculated in their original working hours.

The working timetable shall be drawn up annually and shall show the existing shifts at the work centre, including an annex of any special schedules that may be agreed at each work centre. A copy shall be displayed in a visible place in each workplace.

Article 23.- Irregular distribution of the working day.

The number of hours of actual work per week shall not exceed 48 hours during the term of this Agreement.

The irregular daily and weekly distribution of the working day shall be adjusted on a monthly basis, so that no more hours may be worked in this period than those established in the weekly calculation. For this purpose, the public holidays in the month shall be taken into account. The monthly adjustment shall be made in the first week of the following month.

In the case of part-time contracts with a working week of more than 30 hours, the weekly limit for irregular distribution indicated in the previous section must be adjusted proportionally to the working week without exceeding the number of hours per month proportional to the full working week.

Those who have a part-time contract and a working week of 30 hours or less may not exceed this working week when it is distributed irregularly.

Weekly rest may be accumulated in periods of up to fourteen days, within which there shall always be a minimum rest period of three days, the maximum limit of work without rest being eight days.

Those companies that had a lower ceiling, without a break, will keep it as a more beneficial condition.

However, workers shall, in each seven-day period, have at least one day of rest out of the three days corresponding to each 14-day period.

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

Article 24.- Rest periods.

When the daily working day has a continuous duration, or any of the sections if it is a split working day, of between four or more hours and less than six hours, there shall be a ten-minute break, considered as effective working time; likewise, if the daily working day has a continuous duration, or any of the sections if it is a split working day, of between six and eight hours, this break shall be twenty minutes, considered as effective working time. If, finally, the daily working day has a continuous duration, or any of the sections if it is a split working day, of more than eight hours, the rest period shall be thirty minutes, also considered as effective working time.

The company shall be responsible for the distribution and the way in which the breaks established above are carried out, organising them in a logical and rational manner according to the needs of the service, and breaks may not be taken before two hours have elapsed since the start of the working day, nor after ninety minutes or less have elapsed before the end of the working day.

Article 25.- Weekends.

Each person recruited will be guaranteed two weekends per month.

In order to respect the number of compulsory weekends off, a weekend falling in two months shall be counted in the month in which the Saturday falls. For this purpose, the 48-hour period between midnight on Saturday and midnight on Sunday shall be considered as a weekend.

Article 26.- Timetables and shifts.

1. Persons recruited shall be assigned to one of the morning, afternoon, split or night shifts.

The following time bands are fixed for each shift:

- Morning shift: may not start before 07:00 hours and may not end after 16:00 hours.
- Afternoon shift: may not start before 15:00 hours and may not end after 24:00 hours.
- Night shift: may not start before 22:00 hours and may not end after 08:00 hours.
- Split shift: this shift may not begin before 09.00 hours and end after 20.00 hours; no more than two hours may elapse between the end of the first part and the beginning of the second part of

the shift, subject to individual or collective agreement. It is recommended, however, that this maximum time be shortened. This shift may not be applied to staff working 30 hours or less per week.

2. In order to encourage full-time recruitment, the signatory parties agree to establish two new shifts to which only full-time staff may be assigned on a continuous basis.

- Morning intensive: may not start before 9:00 and end after 18:00.
- Late intensive: may not start before 12:00 and end after 21:00.

In those campaigns in which one of these shifts is established and there are personnel with part-time contracts, they will have preference over new personnel to convert their working day to full-time, always on a voluntary basis.

In the same way, if there are personnel with indefinite part-time contracts from other campaigns who meet the necessary requirements for the position and are interested in extending the working day and joining this shift, they will also have preference over new hires.

Companies shall publish the possibility of joining these shifts in order to prove that, prior to any external recruitment for these shifts, the possibility has been offered to the rest of the campaign staff on part-time contracts.

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

3. Companies shall publish working timetables at least 14 days in advance of the starting date of the working timetable. In companies where the publication of timetables is monthly, only the timetable for the first week may be published 7 days in advance.

Timetables may only be changed, within the fixed bands, for a maximum of 20% of the staff, with one week's notice.

For this purpose, this 20% of the staff shall be informed of this circumstance on the date of publication of the timetables and shall be determined on a rotational basis. Therefore, staff who have been included in this percentage may not be included again until all the staff of the campaign have been included in this percentage. In the event of a change in the timetable, the employee shall be notified in writing.

On a monthly basis, the companies shall provide the unit and trade union representatives with the nominal list of working hours, as well as the details of subsequent modifications and the list of personnel designated to cover the modifications in each period.

In cases where the campaign or service is a reception service, and starts for the first time, during the first month, and within the bands indicated, the timetable shall be known at least forty-eight hours in advance.

In cases in which the campaign or service has an established timetable that does not allow the use of the shifts and time bands established, the company, after accreditation of the objective fact, may agree with the legal representatives of the workers to establish different time bands. This agreement shall in all cases be recorded in writing.

By collective agreement with the workers' legal representatives, which shall be recorded in writing, the established time bands may be extended.

By agreement with the legal representatives of the workers, whose agreement shall be recorded in writing, rotating shifts may be established in accordance with the provisions of Article 36.3 of the Workers' Statute.

If a company requests the extension of the time bands established in the Agreement, based on special needs, and no collective agreement has been reached with the legal representatives of the workers, the latter may request the mediation of the Joint Committee for the interpretation of the Agreement.

Article 27.- Consolidation of working hours

In the case of individual agreements on temporary extensions of working hours, the average number of extended hours during each calendar year will be consolidated, provided that the number of days with extended working hours reaches 110 days, either continuously or discontinuously.

The average number of enlargements to be consolidated shall be calculated using the following formula:

$$\frac{\text{Sum of number of extended hours per day calendar year - extended hours in holiday period}}{330 \text{ days}}$$

For these purposes, the extension period shall be calculated, with the exception of days of temporary incapacity due to common contingencies and periods of temporary suspension of the employment relationship other than suspensions due to childbirth, risk to pregnancy and breastfeeding.

Once the result of the above formula has been obtained, the consolidation will be carried out by full hours, in such a way that if the result is less than one it will not be consolidated and if the result is equal to or greater than one, it will be consolidated using the rounding rule, upwards or downwards, for fractions of an hour.

This consolidation shall take effect in January of the following year, and shall be voluntary for the employee.

In the first 30 days of a new employment contract, the extension of working hours provided for in the employment contract may not be agreed upon, unless, due to unforeseen needs, the company duly justifies the circumstances of such extensions to the employee representatives in advance.

In January of the calendar year, the workers' legal representatives shall be informed by means of an editable spreadsheet of the increases made due to this article, by name and with daily details.

Article 28.- Digital disconnection

1. In accordance with the provisions of articles 88 of Organic Law 3/2018 on Personal Data Protection and guarantee of digital rights and 20.bis of the Workers' Statute, workers are recognised the right to digital disconnection, with the aim of guaranteeing, outside working time, respect for rest, leave and holidays, as well as their personal and family privacy, and to promote a balance between personal, family and working life.

2. The exercise of this right shall take into account the nature and purpose of the employment relationship, shall promote the right to reconcile work and personal and family life, and shall be subject to the agreement between the company and the workers' representatives.

3. After hearing the representatives of employees' representatives, companies shall draw up an internal policy for employees, including those in managerial positions, defining the procedures for exercising the right to disconnection and training and awareness-raising measures for staff on the reasonable use of technological tools in order to avoid the risk of computer fatigue. In particular, the right to digital disconnection shall be preserved in cases of total or partial remote work and at the employee's home in connection with the use of technological tools for work purposes.

CHAPTER VIII.- HOLIDAYS, LEAVE AND LEAVE OF ABSENCE

Article 29.- Holidays.

The leave shall be thirty-two calendar days.

They may be divided into periods of 7 continuous days, and should preferably be taken in the summer period, preferably at least 14 continuous days, respecting the needs of the service.

Four single days may be taken, either separately or together, on any working day of the year, by mutual agreement between the company and the applicant.

Holidays shall always start on a working day for the person concerned.

The period of leave shall be fixed by mutual agreement between the employer and the person concerned, who shall be informed of the corresponding dates at least two months before the start of the leave.

Those with temporary contracts of less than one year shall be entitled to the holiday days corresponding to them, proportionally, according to the duration of their contract. If, for any reason beyond the control of the parties, the holiday period has not been taken during the term of the contract, the corresponding financial compensation shall be paid in the settlement of wages at the end of the employment relationship.

Persons with more than one year of employment shall be governed by Article 38 of the Workers' Statute.

If the contracted person leaves before 31 December of the year in which the leave was taken, the amount of the days taken in excess shall be deducted from the corresponding settlement.

When the holiday period established in the company's holiday calendar referred to in the previous paragraphs coincides with a temporary disability due to pregnancy, childbirth or breastfeeding or with the period of suspension of the employment contract provided for in sections 4, 5 and 7 of Article 48 of the Workers' Statute, the worker shall be entitled to take the holiday on a date other than the date of the temporary disability or the date of the leave corresponding to him/her, at the end of the suspension period, even if the calendar year to which it corresponds has ended.

Article 30.- Paid leave.

1. Staff members may be absent from work, with pay, for any of the following reasons and for the following period of time, after giving notice and providing justification:

a) Fifteen calendar days in the case of marriage, counted from the first working day for the worker on which the event giving rise to the marriage occurs.

b) Three calendar days in the event of accident, serious illness without hospitalisation or hospitalisation, or surgery without hospitalisation requiring home rest, of a relative up to the second degree of consanguinity or affinity, which shall be taken continuously within ten calendar days, counting from the first working day for the worker on which the causal event occurs, inclusive.

c) Four calendar days in the event of the death of a spouse, father, mother, fathers-in-law, mothers-in-law, sons, daughters, brothers and sisters; counted from the first working day for the worker on which the cause of death occurs.

d) Two calendar days in the event of the death of a relative up to the second degree of consanguinity or affinity; counted from the first working day for the worker on which the causal

event occurs.

e) In the cases referred to in sections b) and c) above, when a journey of 200 kilometres or more is required, the leave shall be increased by one day in addition to that specified in each case. In section d), when a journey of 200 kilometres or more is required, the leave shall be four days.

f) Two calendar days for moving from the usual place of residence, which shall not be cumulative to the marriage leave; counted from the first working day for the worker on which the causal event occurs.

g) For the time necessary for the fulfilment of an inexcusable duty of a public and personal nature. When the fulfilment of the aforementioned duty makes it impossible to perform the work due for more than 20% of the working hours in a period of three months, the company may place the affected person on forced leave, with the right to recover the job when the obligation to fulfil the duty of a public and personal nature ends. If the person affected receives financial remuneration for the performance of the duty or the performance of the position, the amount of such remuneration shall be deducted from the salary to which he/she is entitled in the company.

h) One calendar day for the marriage of a father or mother, son, daughter, sister or brother on the date of the event.

In any case, the paid leave regulated in the previous sections must be taken on a continuous basis.

2. Staff shall be entitled to the use of up to 35 hours' paid leave per year to attend medical appointments with social security doctors, giving as much advance notice as possible and providing appropriate justification. However, the persons concerned shall endeavour, where possible, to adapt their hours of medical visits to their rest periods.

Article 31.- Unpaid leave.

Those who have dependent children under nine years of age, or ascendants over sixty-five years of age, shall have the necessary time to accompany them to the appropriate medical appointments, subject to prior notice and justification.

CHAPTER IX.- LEAVE OF ABSENCE AND REDUCTION OF WORKING TIME FOR FAMILY REASONS

Article 32.- Special leaves of absence.

Those who have been with the company for at least one year shall be entitled to take special unpaid leave of absence for a maximum of one month and only once a year. Alternatively, this special leave may be divided into two maximum periods of fifteen calendar days, one in each half of the year. In the latter case, the period of leave may be 15 days or less. At the end of this leave, the employee shall return to work immediately and without the need for a vacancy to exist.

Special leave for a duration of 7 days or less shall not entail the payment of any compensation.

Undertakings may, however, refuse to grant such special leave when, on the same dates for which leave is requested, the following number of persons have been granted such leave:

- Companies with 20 or fewer employees: one person.
- Companies with 21 to 50 employees: two people.
- Companies with 51 to 100 employees: three people.

- Companies with more than 100 employees: more than 3% of the workforce.

In the distribution of these leaves of absence, and for the purposes of granting them, the maximum number of persons indicated may not belong to the same department or service of the company.

Article 33.- Other types of Leave of Absence

1. Voluntary or compulsory

Leave of absence may be voluntary or compulsory.

1.1.- Forced reinstatement: This will entitle the employee to keep the post and to the computation of the seniority of its duration, and will be granted due to appointment or election to a public office that makes attendance at work impossible. Reinstatement must be requested within one month of leaving public office.

1.2.- Voluntary: Anyone who has been with the company for at least one year is entitled to be granted the possibility of taking voluntary leave of absence for a period of not less than four months and not more than five years. This right may only be exercised again by the same person if four years have elapsed since the end of the previous voluntary leave.

2. Leave of absence to care for family members.

2.1.- There shall be a right to a period of leave of absence of no more than three years to care for each son or daughter, whether by birth, adoption, foster care for the purpose of adoption or in cases of permanent or pre-adoptive foster care, even if these are provisional, from the date of birth or, where appropriate, from the date of the judicial or administrative decision.

2.2.- There shall also be the right to a period of leave of absence of no more than two years to care for relatives up to the second degree of consanguinity or affinity, who for reasons of age, accident, illness or disability are unable to look after themselves, and who are not gainfully employed.

2.3.- This leave, the duration of which may be taken in instalments, constitutes an individual right. However, if two or more persons employed by the same company generate this right for the same person, the company may limit its simultaneous exercise for justified reasons of the company's operation.

2.4.- When a new subject gives entitlement to a new period of leave, the commencement of such leave shall terminate the period of leave, if any, that has been taken.

2.5.- The period of time spent on leave, in accordance with this article, shall be computable for the purposes of seniority, and the person affected shall be entitled to attend professional training courses, to which the company shall invite him/her to participate, especially when he/she returns to work.

During the first year he shall be entitled to the reservation of his post. After this period, the reservation shall be transferred to a post in the same group or at an equivalent level. However, where the person concerned is a member of a family officially recognised as a large family, the reservation of his or her post shall be extended to a maximum of 15 months in the case of a large family in the general category, and to a maximum of 18 months in the case of a large family in the special category.

Article 34.- Reduction of the working day for family reasons.

1. For breastfeeding a child under the age of nine months, there shall be a right to one hour's absence from work, which may be divided into two parts. Voluntarily, this entitlement may be replaced by a reduction of the working day, for the same purpose, by half an hour if it coincides with the beginning and end of the working day or by one hour if the reduction is concentrated at the beginning or end of the working shift.

This right may be accumulated, regardless of the type of contract, in full working days and be

substituted by 15 calendar days to be taken uninterruptedly and immediately after the period of suspension of the maternity contract. In the event of multiple births, these rights shall be increased proportionally, in such a way that she shall be entitled to one hour of absence from work, or half an hour of reduced working hours, or one hour if said reduction is concentrated at the beginning or end of her work shift, or 15 days of uninterrupted leave, for each child, to be enjoyed under the terms established for the case of a single birth.

2. Anyone who, due to legal guardianship, has direct care of a person under the age of twelve or a disabled person, who is not in paid employment, shall be entitled to a reduction in working hours, with a proportional reduction in salary of between at least one eighth and a maximum of one half of the duration of the working day.

3. The same entitlement shall apply to anyone who needs to provide direct care for a relative up to the second degree of consanguinity or affinity who, for reasons of age, accident or illness, is unable to look after himself/herself and is not gainfully employed.

4. The reduction in working time referred to in this paragraph shall constitute an individual entitlement. However, if two or more persons employed by the same undertaking generate this entitlement for the same person, the undertaking may limit the simultaneous exercise of this entitlement for justified reasons relating to the operation of the undertaking.

5. A female worker who is a victim of gender violence shall have the right, in order to make her protection or her right to comprehensive social assistance effective, to a reduction in the working day with a proportional reduction in salary or to the reorganisation of working time, through the adaptation of the timetable, the application of flexible working hours or other forms of working time organisation used in the company.

These rights may be exercised under the terms established for these specific cases in the agreements between the company and the workers' representatives, or in accordance with the agreement between the company and the worker concerned. Failing this, the worker shall be responsible for specifying these rights, and the rules established in the previous section shall apply, including those relating to the resolution of discrepancies.

6. In the case of the birth of premature children or children who, for any reason, must remain hospitalised following childbirth, the mother or father shall be entitled to take one hour off work. Likewise, they shall have the right to reduce their working day up to a maximum of two hours, with a proportional reduction in salary. Article 37.5 of the Workers' Statute shall apply to this leave.

7. Those who need to make their right to reconciliation of work and family life effective may request adaptations to the length and distribution of the working day in the organisation of working time and in the manner in which it is provided, including the provision of their work remotely. Such adaptations shall be reasonable and proportionate in relation to the needs of the worker and the organisational and production needs of the company.

If they have children, employees are entitled to make such an application until the children reach the age of 12.

Undertakings shall deal with the requests referred to in this Article in accordance with the procedure described in Article 34.8 of the Workers' Statute.

Article 35.- Timetable and determination of the period of leave.

The worker shall be responsible for setting the timetable and determining the period for taking the breastfeeding leave and the reduction of the working day provided for in this chapter, within his or her ordinary working day. Fifteen days' notice must be given to the company of the date on which he or she will return to his or her normal working day.

CHAPTER X.- CLASSIFICATION AND PROFESSIONAL PROMOTION.

Article 36.- General principles.

Without prejudice to the functional mobility and polyvalence of occupational groups, male and female workers in the companies included in the scope of application of this Agreement shall be classified according to the occupational activities agreed and/or, where appropriate, carried out, and the rules laid down in this occupational classification system according to which they are to be defined.

In general, the contracted person will carry out the tasks inherent to their professional group, as well as supplementary and/or auxiliary tasks that are necessary for the complete process of which they form part.

Where the duties of two or more occupational groups are customarily performed under the terms of this Agreement, classification shall be on the basis of the most predominant duties.

Article 37.- Basic aspects for professional classification.

1. For the purposes of this Agreement, and in accordance with Article 22.2 of the Workers' Statute, an occupational group is understood to be that which unitarily groups together the professional skills, qualifications and general content of the service.

2. Professional competence is the result of the overall weighting of, inter alia, the following factors:

- Knowledge.
- Initiative and autonomy.
- Complexity.
- Responsibility.
- Leadership skills.
- Where appropriate, qualifications.

Article 38.- Professional classification system.

Inclusion within each occupational group will be the result of the overall weighting of the above factors, and of the qualifications, if any, required.

The professional classification system is configured in the sector, and on the basis of the provisions of Article 22 of the Workers' Statute, in the groups, levels and professional promotion indicated in this chapter, which include, by way of example, the functions that are specific to them.

The overview of the occupational groups and levels set out in this Agreement does not imply that all of them must necessarily exist in each company or work centre, as their existence will depend, in any case, on the activities that actually have to be carried out.

Article 39.- Professional groups: description.

Professional group A.- Management or higher management.

This professional group includes persons who, by virtue of their knowledge or professional experience, are attributed managerial or executive, coordinating or advisory functions, with autonomy, supervisory capacity and responsibility, in accordance with the functions assigned to them.

This group includes managers and department or area managers.

Professional group B.- Technical staff.

This group includes persons who, in order to carry out their duties, must have a professional qualification in the techniques specific to the work they carry out.

This group includes persons with higher degrees, medium degrees and trainees.

Professional group C.- Computer technicians.

This group includes persons who regularly carry out the functions of IT systems and developments, and who are suitably qualified to do so.

This group includes project managers, analysts, technical systems staff, programming systems staff and systems assistants.

Professional group D.- Administration and operation.

Administrative staff are those persons who, using operational and IT resources, carry out the administrative functions of the company on a regular basis.

The people in charge of carrying out Contact Centre operation tasks, answering or managing calls, and/or administrative, commercial, public relations, organisational, quality control, etc. activities, either individually or coordinating or forming a group of them, belong to the operation.

This group includes heads of administration, technical administrative staff, officers, administrative assistants, service managers, supervisory, coordination and training staff, quality agents, managers, managers and tele-operator/operator staff in any grade.

Professional group E.- General services.

This group includes those persons who, without any professional qualifications or specialised knowledge of any kind, except those acquired in the course of their work, are engaged in the most varied service or support functions for the general activity of the company.

This group includes caretakers, orderlies, guards and cleaning staff.

Article 40.- Professional promotion in the operations group.

The following levels are established within the operations group:

- Telemarketer.
- Specialist tele-operator.
- Manager.
- Coordinator.
- Trainer.
- Quality agent (quality).

1. Male and female tele-operators perform regular and normal contact centre tasks with prior training. They answer or issue contacts following work methods with protocolised actions, and receive calls for the provision or handling of any of the services listed in Article 2 of this Agreement.

Access to the specialist level is automatic after one year of effective service as a new tele-operator within the company.

For the transition to the specialist level, legally established periods of maternity, paternity, adoption and foster care leave must be taken into account as actually worked for these purposes.

2. Manager is a person who, using appropriate technology, performs functions in one of the following specialised activities:

Active sales in broadcasting: Active sales in broadcasting is considered a specialised activity of a manager when the worker prepares the sale, detects needs, argues and offers a product/service, persuading and convincing the potential client, using complex sales arguments without pre-established dialogue, closing an acquisition or sales agreement.

The specialised activity of a manager or manager shall not be considered to be broadcast sales, when this is complementary to a campaign or service, the main purpose of which is not the sale, and when the action to be carried out is the simple provision of information on the characteristics of a product or service, even if it ends with a purchase or sale agreement, or when it is carried out as an extension of services or products already contracted and not differentiated.

Technological support: Technological support is considered to be a specialised manager activity when it involves providing specialised technological and/or IT advice on complex incidents that cannot be resolved by the general customer service centres, identifying and differentiating the customer's incident, outside the systemised procedures, analysing and diagnosing it, and resolving it through the interaction of the knowledge acquired and the use of specific tools.

Professional support: Professional support is considered to be a specialised manager activity when it involves providing professional advice on complex incidents that cannot be resolved automatically by following a systematised argument, but rather, by identifying and differentiating the user's incident, through the interaction of the knowledge acquired, resolves the incident, activating, if necessary, the necessary resources for this purpose, in the following specialised units: Risk and investments in Telephone Banking and Insurance; Tax Advice; and Emergencies.

Debt management: The specialised activity of a debt manager is considered to be the activity of debt collection, when the debt is managed and negotiated, administering a portfolio of unpaid debts, promoting, activating and carrying out the necessary actions for the collection of the unpaid debt.

Management of billing incidents: The manager's specialised activity is considered to be the activity of resolving billing incidents when, due to the complexity of certain incidents, a specialised second-level unit is set up to manage these complex incidents that cannot be resolved by the rest of the teleoperator personnel integrated in the aforementioned department, and for this purpose the customer's incident is identified and differentiated, outside the systemised procedures, analysing and diagnosing it, and resolving it by means of the interaction of the knowledge acquired and the use of specific tools.

Staff who carry out these specialised activities shall receive the salary corresponding to the level of manager while they carry out these activities, or their proportional part in daily working hours when they do not use up the monthly salary. The payment of higher level functions, when performed sporadically and paid per effective day, shall be applied by dividing the difference between the monthly salary of both levels by 30 and multiplying by 1.4.

When they have been carrying out these functions continuously for one year, they shall be consolidated at the level of manager. When these same specialised activities are not performed on a continuous basis, the level of manager shall be consolidated after two years, provided that in that period of time they have carried out these specialised activities for a minimum period of 150 working days. For these purposes, the calculation shall be on a daily basis, regardless of the number of hours of the working day devoted to the higher level duties.

3. Coordinator is the person entrusted with and responsible for the coordination of a group of tele-operator or manager staff, taking responsibility for the development of their work in all the activities and processes of the campaign or service to which the group is assigned, applying established procedures and standards, receiving supervision over the work and its results.

Given the possibility that at some point in time there may be a post or posts for managers or

coordinators, specialist tele-operators or managers, where applicable, will be given preference over other applications from outside the company, provided that they meet the necessary requirements for access to the vacant post.

4. Trainer: the person in charge of providing training courses for the training of Operations personnel.

5. Quality agent: he/she is in charge of the quality control of the tasks carried out by the Teleoperator and Manager staff.

Article 41.- Levels.

Group A:

Managers ..... Level 1

Heads of Departments or areas. ..... Level 2

Group B:

Graduates ..... Level 4

Middle level graduates ..... Level 5

Group C:

Project Managers ..... Level 3

Functional Analysts ..... Level 3

Analysts ..... Level 4

Systems Technicians A ..... Level 4

Systems Technicians B ..... Level 5

Systems Assistant ..... 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 Officer ..... Level 8

Administrative Assistant ..... Level 11

Service Manager ..... Level 5

Supervisor A ..... Level 6

Supervisor B ..... Level 7

Coordinator ..... Level 8

Trainer ..... Level 8

Quality Agent (Quality) ..... Level 8

Telephone Manager ..... Level 9

Teleoperator/Specialist Operator ..... Level 10

Teleoperator/Operator ..... Level 11

Group E:

Skilled Trades Officer ..... Level 11

Skilled Trades Assistant ..... Level 12

CHAPTER XI.- CONCEPT AND STRUCTURE OF FINANCIAL REMUNERATION

Article 42.- General principles on remuneration.

The amounts of the wage items shown in the tables annexed to this Agreement are, in all cases, gross amounts.

Article 43.- Remuneration concepts.

The remuneration system agreed in this Agreement is structured as follows:

a) Basic Salary Agreement.

b) Wage supplements.

c) Non-salary allowances

Article 44.- Basic salary.

The basic salary is understood to be that corresponding to the person hired on the basis of his or her belonging to one of the salary groups and levels described in this Agreement, and which appear in the tables annexed to this Agreement.

The basic salary remunerates the annual effective working time agreed in this Collective Bargaining Agreement.

Article 45.- Wage increases.

The tables annexed to this Agreement are the result of the wage increases agreed for the years 2020, 2021, 2022, 2022, 2023, 2024, structured in accordance with the following points:

Year 2020	0
Year 2021	0
Year 2022	3.5%
Year 2023	3.5%
Year 2024	3%
Year 2025	IPC closed previous year (minimum 1% capped at 3.5%).
Year 2026	IPC closed previous year + differential 0.5% (minimum 1% - cap 3.5%)

The wage tables for the years 2025 and 2026 shall be drawn up by the Joint Committee of the Collective Agreement within 15 days of the official publication of the actual CPI for the previous year.

With effect from 1 January 2024, levels 11 and 12 of the basic salary table are deleted and included in level 10 (to be called Teleoperator or Operator from then on).

Furthermore, with effect from 1 January 2024 and as a consequence of the elimination of levels 11 and 12, the Group E posts provided for in Article 41 of this Agreement shall be unified into a single post, to be known from that time onwards as Own Trades Staff, included at level 10.

Article 46.- Wage supplements.

Wage supplements are the amounts that, where applicable, must be added to the basic salary of the Agreement, for any concept other than the worker's ordinary annual working hours and their assignment to a professional group and pay level.

The salary supplements shall be mainly in one of the following forms:

- Personal: Insofar as they derive from the worker's personal conditions.
- Job-related: These comprise the amounts to be received because of the characteristics of the job or the way in which the activity is carried out.
- Of time.

Salary bonuses

Article 47.- Allowances due in more than one month.

The annual amounts set out in the wage tables contained in the annex to this Agreement include the basic salary corresponding to the twelve calendar months of the year, plus the two special payments of June and Christmas.

These special payments shall be paid between the 15th and 20th of June and December respectively and in proportion to the time worked in the calendar half-year to which each payment corresponds.

By individual agreement, the total amount of the special payments may be prorated over 12 monthly instalments.

Article 48.- Job allowances.

Language allowance: This is paid to operations personnel who are required to use one or more foreign languages in order to carry out their work, or to use one or more co-official languages of the Spanish State outside the Autonomous Community, where such co-officiality is recognised.

The monthly amount of this full-time bonus shall be as set out in the attached salary tables.

In the case of part-time contracts, the bonus shall be paid in proportion to the working day, irrespective of the time spent using the language during the working day.

Article 49.- Allowances for public holidays and Sundays.

1. A person who works on any of the 14 annual public holidays, irrespective of the compensation of a paid day off, shall receive the surcharges set out in the tables annexed to this Agreement.

2. The following shall be considered special public holidays:

- On 25 December.
- 1 January.
- On 6 January.

These days shall be supplemented by the surcharges contained in the annexed tables, irrespective

of the compensation of a paid day off.

The 24th and 31st December from 20:00 hours onwards shall also be considered special public holidays, and shall be supplemented with the surcharges contained in the annexed tables, with no compensation for rest.

3. Those who render their services on Sundays shall receive as compensation the surcharge shown in the tables annexed to this Agreement.

4. Surcharges for Sundays and special public holidays may not be accumulated, and in the event of overlapping, the surcharge corresponding to the special public holiday shall prevail.

Article 50.- Night bonus.

With regard to night work, the provisions of the Workers' Statute shall apply.

Staff whose normal working hours are between 22:00 hours and 06:00 hours shall receive this night differential in accordance with the amounts set out in the attached salary tables.

Article 51.- Overtime.

Although the parties to this Agreement agree that overtime should be kept to the minimum necessary, the following assessment criteria have been established in the event that it is possible to work overtime:

Irrespective of the worker's actual remuneration, the value of overtime shall be the result of applying the percentages set out below to the value of the standard hour calculated as follows:

a) Ordinary standard hourly rate equal to the annual salary table divided by the effective annual working day.

b) Daytime overtime hours: between 06:00 hours and 22:00 hours, they shall be paid at an increase of 25% over the value of the ordinary hourly rate.

c) Night overtime: In hours between 22:00 hours and 06:00 hours, they shall be paid at an increase of 60% over the value of the ordinary hourly rate.

d) Daytime public holiday overtime (not Sundays): between 06:00 hours and 22:00 hours, shall be paid at an increase of 60% over the value of the ordinary hourly rate.

e) Night overtime on public holidays: on public holidays (not Sundays), between 22:00 hours and 06:00 hours, they shall be paid at an increase of 80% over the value of the ordinary hourly rate.

By individual agreement, overtime may be compensated by rest time, hour for hour in cases (a) and (b) and hour and a half for hour in the other cases.

Article 52.- Holiday pay.

The persons affected by this Agreement shall receive, as remuneration for their annual leave, the average of what they have received for public holiday, special holidays, Sundays, night and language bonuses indicated in the Agreement, as well as commissions for sales and/or variable production incentives, of an ordinary nature, depending on the activity carried out as a result of the performance of their job.

Such remuneration shall be calculated in accordance with the following formula:

a) Add the amounts received for the salary supplements indicated in the previous paragraph for the current year received by each worker.

In order to avoid duplication in the payment of commissions and/or incentives in the event that, while on leave, commissions and/or incentives are received as indicated in the previous

paragraph, the amounts already received for these concepts shall not be included in this sum.

b) Divide this amount by 330 days (11 months of 30 days each month understood as a standard month) and multiply it by the 32 days of holiday fixed in this Agreement, or the corresponding proportional part in the case of service of less than one year.

The amount resulting from this formula shall be paid in a single payment in the payroll of January of the following year, except in the event that the person concerned leaves the Company for any reason before the end of the calendar year, which shall be paid as part of the corresponding severance payment.

Those companies which, prior to the signing of this Agreement, had been paying any of the allowances or bonuses mentioned in the first paragraph of this article during the annual leave period, shall maintain this system, applying this formula exclusively for the remaining allowances.

Non-wage bonuses

Article 53.- Transport bonus.

An extra transport bonus is established for each day of actual work, for those workers who start or finish their working day from 24:00 hours (inclusive) until 06:00 hours (inclusive).

If the start and end are on the same day within the time frame set out in the previous paragraph, the amount set for this bonus shall be paid twice.

The amounts fixed for this bonus shall be those set out in the salary tables annexed hereto.

Article 54.- Travel and subsistence expenses.

a) Travel expenses: The company shall pay travel expenses for journeys that, as a consequence of the tasks assigned to the personnel, and which must be carried out outside the municipal area where their work centre is located, shall be paid by the company.

If the employee uses his own vehicle for such journeys, having been previously authorised by the company to do so, he shall receive compensation of 0.21 euros per kilometre driven.

b) Per diems: Personnel who, due to the needs of the companies, have to travel to a town other than the one where their work centre is located, shall receive a per diem of 16.41 euros, when they have one meal out and spend the night at home; and 28.91 euros, when they have two meals out, spending the night at home; in either case the amount to be paid shall be that established in this Agreement. When spending the night away from home, the company shall bear the cost of accommodation, which in no case shall exceed the category of a three-star hotel, and the expense shall be justified with the corresponding invoice.

The above amounts shall be increased in accordance with the other increases.

CHAPTER XII.- PREVENTION, HEALTH AND SAFETY AT WORK

Article 55.- Protection of pregnancy and breastfeeding

1. In accordance with the provisions of Article 26 of the LPRL, which shall in any case be complementary, the risk assessment shall include the determination of the nature, degree and duration of exposure of pregnant workers or workers who have recently given birth to agents, procedures or

working conditions that may adversely affect the health of workers or the foetus in any activity likely to present a specific risk. If the results of such an assessment reveal a risk to health and safety or a possible impact on pregnancy or breastfeeding, the undertaking shall take the necessary measures to avoid exposure to that risk, either through an adaptation of working conditions or working time, including, where necessary, the avoidance of night work or shift work.

2. When such adaptation is not possible, or despite such adaptation, the conditions of a job post could have a negative influence on the health of the pregnant worker or the foetus, or during the breastfeeding period on the health of the woman and her son or daughter, according to official medical certification and so certified by the Medical Services of the National Institute of Social Security or the Mutual Insurance Companies, depending on the Entity with which the company has arranged the coverage of occupational risks, with the report of the doctor of the National Health Service who provides medical assistance to the worker, the worker must take up a different job or function that is compatible with her condition, such change being carried out in accordance with the rules that apply to cases of functional mobility and with effect until such time as the worker's state of health allows her to return to her previous job. Companies shall determine, after consultation with workers' representatives, the list of jobs exempt from risk for these purposes.

If, notwithstanding the above, there is no compatible post or function, the employee may be assigned to a post not corresponding to her group (or equivalent category), while retaining the right to all the remuneration of her original post.

3. If such a change of post is not technically or objectively possible or cannot reasonably be required for justified reasons, the worker concerned may be placed on suspension of her contract for risk during pregnancy, as provided for in Article 45.1e) of the E.T., for the time necessary for the protection of her safety or health and for as long as it is impossible for her to return to her previous post or to another post compatible with her condition.

The suspension of the contract shall end on the day on which the suspension of the contract for childbirth begins or the infant reaches the age of nine months, respectively, or, in both cases, when it is no longer impossible for the worker to return to her previous position or to another position compatible with her condition.

4. Pregnant workers shall be entitled to paid time off work for prenatal examinations and childbirth preparation techniques, after giving prior notice to the company and justifying the need for them to be carried out during the working day.

5. Without prejudice to the rights established by law, pregnant women shall be entitled to double the rest periods established in Article 24 for continuous shifts or in any of its sections if it is a split shift, as of the 22nd week of pregnancy.

6. The provisions of this Chapter, in their application, shall be adapted to the provisions of the legislation in force at any given time.

Article 56.- Occupational health

Companies and personnel affected by the scope of this Agreement are obliged to observe and comply with the provisions contained in the regulations on occupational health and safety in force at all times, and especially those of Law 31/1995, of 8 November, on Occupational Risk Prevention, and its implementing provisions, as well as Royal Decree 39/1997, which approves the Prevention Services Regulations.

For these purposes, and as a complement to the aforementioned regulations, they are understood to be specific regulations for the contact centre sector,

- R.D 488/97 of 14 April 1997, on minimum health and safety provisions for working with display

screen equipment, and

- R.D. 486/97 of 14 April on minimum safety and health provisions in the workplace.

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

1. The Technical Guide for the assessment and prevention of risks related to the use of equipment including display screens, of the National Institute for Safety and Hygiene at Work (Instituto Nacional de Seguridad e Higiene en el trabajo).

2. The Technical Guide for the evaluation and prevention of risks related to the use of workplaces, of the National Institute for Safety and Hygiene at Work.

3. The Ministry of Health's Protocol for medical examinations for users of display screens.

In compliance with this, elections for Prevention Delegates shall be promoted and, in the same terms, Health and Safety Committees shall be set up. In the same way, companies shall carry out the risk assessment and the prevention plan, in accordance with the guidelines indicated in this chapter.

Article 57.- Breaks in PVD.

In addition to the breaks indicated in Article 24 of this Agreement, and without being cumulative to them, and also with the consideration of effective working time, operations personnel who carry out their activity on data display screens shall have a break of five minutes for each hour of effective work. These breaks shall not be cumulative.

The company shall be responsible for the distribution and manner of carrying out these breaks, organising them in a logical and rational manner according to the needs of the service, without such breaks being able to delay, or bring forward, their start by more than 15 minutes with respect to when they meet the hours set for their execution.

Article 58.- Sectoral Joint Health and Safety Committee.

Within one month of the signing of this Agreement, the Sectoral Joint Health and Safety Committee shall be set up, which shall be made up of 4 members from the employers' representatives and 4 members from the representatives of the trade union organisations that are signatories to the Agreement. Two advisors from each of the two representatives that make up this Committee may attend the meetings of this Committee, with the right to speak but not to vote.

At the time of its constitution, a permanent secretariat of the Commission shall be elected, the address at which the Commission may receive official notifications shall be designated, and its rules of procedure shall be approved.

At each meeting of the Commission, and from among its members with voice and vote, a person shall be elected to moderate the debates.

The members of this Committee shall exercise the representation they hold for the period of validity of this Collective Bargaining Agreement, although such representation shall be extended until an agreement is reached that allows for the signing of the new Agreement.

The Sectoral Joint Safety and Health Commission may, at the time of its constitution, appoint an equal number of substitutes, who shall replace the incumbents in cases of absence, resignation or death, under the terms set out in its rules of procedure.

Article 59.- Functions of the Sectoral Joint Health and Safety Committee.

These are its specific functions:

a) To represent the Contact Centre sector before the Foundation for the Prevention of Occupational

Risks, being its valid interlocutor, and, consequently, promoting specific actions and projects for the sector in all matters within its competence.

To this end, to collaborate with the Foundation in the monitoring of the execution of approved initiatives, as well as to request the Foundation to include the peculiarities and needs of the Contact Centre sector within its general objectives and the general plan to be established.

b) To ensure compliance with the provisions of this Chapter of the Convention and, where appropriate, to refer to the Joint Interpretation Committee any questions arising from the application and interpretation of the Articles relating to occupational safety and health, accompanied, where appropriate, by the corresponding report.

c) To report on compliance with occupational risk prevention regulations, either in general or, where appropriate, in particular, promoting it through the appropriate channels.

d) To agree on any instructions that may be appropriate for the optimum management of the resources allocated to prevention, health and safety at work.

e) To request from the companies and from the Prevention Delegates and Health and Safety Committees, the suggestions considered necessary by each of those requested, in order to improve the risk assessment plans and their prevention.

f) To carry out studies and research in the field of prevention, safety and hygiene, as well as to organise courses and conferences on the same.

g) Issue reports, either on its own initiative or at the request of a party, on matters within its competence.

h) Approve its internal operating regulations, and the modifications that must be made to them, whether due to the development of the Foundation or to the needs of the Committee itself.

i) Produce an annual report on the situation of occupational risk prevention, health and safety in the contact centre sector.

j) In general, any other necessary for the development of its activities and functions.

Article 60.- Health surveillance.

All staff covered by this Agreement shall undergo annual medical examinations at the company's expense. The examinations shall always be voluntary in nature; to this end, companies shall send a letter to their staff indicating the time at which such examinations are to be carried out, including a leaflet or leaflet enabling the person who does not wish to undergo them to inform the company of their decision.

Notwithstanding the above, the criteria of Article 22 of the LPRL and Article 37 of the Prevention Services Regulations shall apply in all cases.

Consequently, it will be approached as a fundamental part of preventive activity, and its results will be analysed using epidemiological criteria, in order to investigate the possible relationship between exposure to risks and damage to health, and to propose consequent measures to improve working conditions and the working environment.

Health surveillance measures should include, as a minimum:

A) Clinical and occupational history and examination: blood and urine tests; electrocardiogram when there are family risk factors, and, in general, from the age of 40 onwards.

B) - Specialist examination: Specialist examination of the ear; examination of the throat.

C) - Application of the protocol for medical examinations for users of display screens of the Ministry

of Health, with special assessment of the risks that may affect pregnant workers or workers who have recently given birth, and people who are especially sensitive to certain risks (visual function questionnaire; ophthalmological examination; musculoskeletal symptoms questionnaire; examination of the musculoskeletal system; task characteristics questionnaire; mental workload assessment questionnaire).

Article 61.- Risk assessment.

For the purposes of carrying out the mandatory risk assessment and the consequent prevention plan, the minimum list of risk factors to be taken into account in this assessment by companies in the sector is established:

A) Physical, chemical and biological factors: Temperature, humidity, draughts, ventilation/ventilation, air conditioning installation; lighting, annoying reflections; noise levels; presence of radiation; levels of annoying or harmful dust in the environment; contact with chemical products (in the case of toner handling); infections due to the common use of headphones, voice tubes, microphones and conventional telephones.

B) Safety factors: Falls to the same or different levels; falling or falling objects; electrical contacts; fires or explosions, evacuation in case of emergency, emergency signalling, fire safety measures and fire safety measures signalling.

C) - Ergonomic factors: application of the Technical Guide of the National Institute of Safety and Hygiene for the evaluation of workstations with display screens; tidiness and cleanliness; physical efforts that lead to fatigue; computer lists and documents with insufficient type size and with insufficient space between lines.

D) Psychosocial and organisational factors: breaks in work; time between calls of less than 23/35 seconds in automatic redialer positions; fatigue and negative effects associated with physical and mental demands of the task; knowledge and clarity of work procedures and their supervision; knowledge and clarity of the guidelines to be followed in the management required by the client; working hours and shifts that interfere negatively with family life.

Article 62.- Training and information on prevention.

Prevention involves, as a priority task, the training of all those involved in such preventive activity.

In terms of the appropriate uniformity in the training and information to be given in preventive matters in the sector, referring both to Prevention Delegates and to workers, companies shall ensure, regardless of the different persons or entities that provide them, that this training and information is carried out, as a minimum, in accordance with the following programme:

A) - Training for Prevention Delegates.

The syllabus will follow the following modules and hours:

1.- Basic concepts of health and safety at work. Total duration: 8 hours.

Subjects:

1.1.- Work and health. (1 hour)

1.2.- Occupational risk (3 hours)

1.2.1.- Localisation of risks

1.2.2.- Common risks.

1.2.3.- Classification of risks.

1.2.4.- Procedures.

1.2.5.- Preventive types and approaches.

1.3.- Industrial Injury (3 hours).

1.3.1.- Accidents at work

1.3.2.- Occupational diseases.

1.3.3.- Stress, ageing, dissatisfaction.

1.4.- Regulatory framework (1 hour).

1.4.1.- Definition of concepts according to the LPRL.

1.4.2.- Principles of preventive action.

1.4.3.- Obligations of the company and of the worker.

1.4.4.- Public bodies related to occupational health.

1.4.5.- Consultation and participation.

1.4.6.- Responsibilities and sanctions.

1.4.7.- Other rules.

2.- Risks and their prevention (Total duration 11 hours).

Subjects:

2.1.- Risks linked to safety conditions (1.5 hours)

2.1.1.- Workplaces.

2.1.2.- Electrical hazards

2.1.3.- Risk of fire.

2.2.- Risks linked to environmental conditions (1.5 hours)

2.2.1.- Physical pollutants: noise, vibrations, lighting, temperatures, radiation.

2.3.- Specific risks (4 hours)

2.3.1.- Risks linked to working with display screens.

2.3.2.- Risks linked to the rest of the conditions of the workplace.

2.4.- Risks linked to psychosocial and organisational aspects (3 hours).

2.5.- Risks linked to the operation of preventive management itself (1 hour).

3.- Basic elements of prevention management (Total duration 13 hours)

Subjects:

3.1.- Organisation of preventive work (9 hours)

3.1.1.- Identification of risks.

3.1.2.- Risk assessment.

3.1.3.- Implementation of preventive measures.

3.1.4.- Monitoring system.

3.2.- Encouraging participation (2 hours).

3.2.1.- Training for prevention.

3.2.2.- Information to the worker.

3.3.- Documentation and preventive bodies (2 hours).

4.- The control of workers' health (Total duration 2 hours).

Subjects:

4.1.- Health surveillance (2 hours).

5.- Elementary risk prevention systems:

Special preventive measures (Total duration 4 hours).

Subjects:

5.1.- Signposting (1 hour)

5.2.- Personal protective equipment (1 hour)

5.3.- Emergency and evacuation plan (2 hours).

6.- First aid (total duration 2 hours).

B) Training and information for staff.

Training and information for the workforce will be provided by means of a brochure, unique for the whole sector, which, with a practical character, both formative and informative, will be given to all persons at the time of their recruitment.

This leaflet, the standardised model of which shall be approved by the Sectoral Joint Health Commission, shall be supplemented in each company with the specific points of the company, fundamentally in all matters relating to instructions for action in the event of evacuation, and in accordance with the provisions of the emergency and evacuation plan in each case.

CHAPTER XIII.- EQUAL OPPORTUNITIES BETWEEN WOMEN AND MEN

Article 63.- Principle of equal treatment between men and women

The parties affected by this Agreement, and in the application thereof, undertake to promote the principle of equal opportunities and non-discrimination on grounds of sex, marital status, age, race, nationality, social status, religious or political ideas, membership or not of a trade union, as well as on grounds of language, within the Spanish State. Nor may persons be discriminated against on the grounds of mental or sensory disabilities, provided that they are fit to perform the work or job in question.

This commitment also entails the removal of obstacles that may affect the non-compliance of equal conditions between women and men, as well as the implementation of positive action measures or other necessary measures to correct possible situations of discrimination.

The parties affected by this Agreement, and in the application thereof, undertake to promote the principle of equal opportunities and non-discrimination on grounds of sex, marital status, age, race, nationality, social status, religious or political ideas, membership or not of a trade union, as well as on grounds of language, within the Spanish State. Nor may persons be discriminated against on the grounds of mental or sensory disabilities, provided that they are fit to perform the work or job in question.

This commitment also entails the removal of obstacles that may affect the non-compliance of equal

conditions between women and men, as well as the implementation of positive action measures or other necessary measures to correct possible situations of discrimination.

The provisions of this Chapter, in their application, shall be adapted to the provisions of the legislation in force at any given time.

Article 64.- Guarantee of Equal Opportunities and Equality Plans.

1. Labour relations in enterprises shall be governed by the principles of equality and non-discrimination, inter alia, on grounds of gender. Companies shall make and carry out their best efforts to achieve equal opportunities in all their policies, in particular gender equality by adopting measures aimed at avoiding any type of labour discrimination between men and women.

2. Companies with more than fifty employees must draw up and apply an equality plan with the scope and content referred to in Organic Law 3/2007, for effective equality between women and men. This plan must be subject to negotiation with the legal representatives of the workers, in the manner determined by labour legislation.

The obligations established in Articles 45 and 46 of Organic Law 3/2007, of 22 March, must be understood to refer to each company without prejudice to the peculiarities that may be established in the plans themselves with respect to certain work centres in accordance with the provisions of Article 46.3 of the aforementioned Organic Law.

3. Companies that make up a group of companies may draw up a single plan for all or part of the companies in the group, negotiated in accordance with the rules laid down in Article 87 of the Workers' Statute for this type of agreement, if so agreed by the organisations entitled to do so. This possibility does not affect the obligation, where applicable, of companies not included in the group plan to have their own equality plan.

4. Equality plans, including prior diagnoses, shall be subject to negotiation with the legal representatives of the workers in accordance with this article. To this end, a negotiating committee shall be set up in which the company's representatives and those of the workers shall participate on a parity basis and whose composition shall be governed by the criteria established in Article 5 of Royal Decree 901/2020, of 13 October, which regulates equality plans and their registration and modifies Royal Decree 713/2010, of 28 May, on the registration and deposit of collective bargaining agreements and collective labour agreements. The minimum content of the Equality Plans, their diagnosis and remuneration audit, shall be in accordance with the provisions of the legislation in force at any given time.

5. In accordance with the fourth paragraph of article 11.1 of Law 14/1994 of 1 June 1994, which regulates temporary employment agencies, the measures contained in the equality plan of the user company shall be applicable to temporary agency workers during the periods of service provision.

Article 65.- Remuneration Register.

1. In order to give effect to the right to equal treatment and non-discrimination between women and men in matters of remuneration, companies should keep a register of the remuneration of their entire workforce, including management and senior management. The purpose of this register is to ensure transparency in the setting of remuneration, in an accurate and up-to-date manner, and adequate access to the remuneration information of companies, irrespective of their size, through the documented production of averaged and disaggregated data.

2. The remuneration register shall include the average values of salaries, salary supplements and non-wage payments of the staff disaggregated by sex and distributed in accordance with the provisions of Article 28.2 of the Workers' Statute and Article 5 of Royal Decree 902/2020 of 13 October on equal pay for women and men.

Article 66.- Remuneration Audit.

1. Those companies that are obliged to have an Equality Plan must carry out a pay audit that includes a job evaluation in order to identify those jobs of equal value and to detect possible differences in pay between them that may be due to gender discrimination.

2. The purpose of job evaluation is to make an overall estimate of all the factors that are or may be present in a job, taking into account their impact and allowing the assignment of a score or numerical value to the job. The assessment factors must be considered objectively and must be necessarily and strictly linked to the development of the work activity.

The assessment should relate to each of the tasks and functions of each job in the company, provide confidence in its performance and be appropriate to the sector of activity, type of organisation of the company and other characteristics that may be significant for these purposes, regardless, in any case, of the type of employment contract under which the jobs are to be filled.

3. The Remuneration Audit shall include an action plan for the correction of the pay inequalities detected, with the determination of objectives, specific actions, timetable and person or persons responsible for their implementation and monitoring. The action plan shall contain a system for monitoring and implementing improvements based on the results obtained.

Article 67.- Sectoral Joint Committee on Gender Equality.

1. For the correct application of the Agreement with regard to the contents and principles indicated in this Chapter, it is agreed to create a Commission made up of the signatory Employers' and Trade Union Organisations for the study of equal opportunities in the Sector, which deals with active policies to eliminate any possible discrimination or breach of the principle of equal opportunities that may be detected on the grounds of sex or gender.

2. The powers of the Commission shall include

- Mediation or, where appropriate, arbitration in those cases in which the parties voluntarily and jointly request its intervention for the solution of their discrepancies arising directly linked to the regulation of equality matters established in this Agreement.
- To analyse on a consultative and non-binding basis that the definition of the occupational groups defined in this Agreement is in accordance with criteria and systems that ensure the absence of direct and indirect discrimination between women and men and the correct application of the principle of equal pay for work of equal value.

3. The Gender Equality Committee shall meet at least twice a year.

4. It shall be composed on a parity basis between trade union and employer representation and shall include the trade unions signatories to this Agreement.

5. For the proper performance of the functions of the Sectoral Commission for Gender Equality, such as analysis and study of the situation of equality plans in the companies of the sector, during the term of the Agreement, the trade union organisations signatory to the Agreement shall have a complementary paid time credit equivalent to the full working day of one person for each of the trade unions. The allocation of this credit and the appointment of its members to the aforementioned committee shall be the responsibility of the signatory trade unions at all times.

Article 68.- Guarantees for the co-responsible exercise of maternity and paternity.

1. Suspension of the contract due to childbirth.

Childbirth, which includes childbirth and the care of a child under the age of 12 months, shall suspend the birth mother's employment contract for 16 weeks, of which the six uninterrupted weeks

immediately following the birth shall be compulsory and must be taken on a full-time basis, in order to ensure the protection of the mother's health.

The birth shall suspend the employment contract of the parent who is not the biological mother for 16 weeks, of which the six uninterrupted weeks immediately following the birth shall be compulsory, to be taken on a full-time basis, in order to fulfil the duties of care provided for in Article 68 of the Civil Code.

In cases of premature birth and in cases where, for any other reason, the newborn child must remain hospitalised after birth, the period of suspension may be calculated, at the request of the biological mother or the other parent, from the date of discharge from hospital. The six weeks following the birth, when the birth mother's contract is compulsorily suspended, are excluded from this calculation. In cases of premature birth with lack of weight and in other cases in which the newborn baby requires, due to some clinical condition, hospitalisation after birth, for a period of more than seven days, the period of suspension will be extended by as many days as the baby is hospitalised, with a maximum of thirteen additional weeks, and under the terms to be developed in the regulations.

In the event of the death of the child, the period of suspension shall not be reduced, unless, once the six weeks of compulsory leave have expired, a request is made to return to work. The suspension of the contract of each of the parents for the care of the child, once the first six weeks immediately following the birth have elapsed, may be distributed at their discretion, in weekly periods to be taken in accumulated or interrupted form and be exercised from the end of the obligatory suspension following the birth until the child reaches the age of twelve months. However, the biological mother may exercise it up to four weeks before the foreseeable date of birth.

The employer must be notified at least 15 days in advance of each weekly period or, where applicable, of the accumulation of such periods.

This right is an individual right of the worker and cannot be transferred to the other parent.

The suspension of the work contract, after the first six weeks immediately following childbirth, may be taken on a full-time or part-time basis, subject to agreement between the company and the worker, and in accordance with the regulations. The worker must give the company at least fifteen days' notice of the exercise of this right. When both parents exercising this right work for the same company, the company management may limit the simultaneous exercise of this right for justified and objective reasons, duly justified in writing.

For the purposes of this paragraph, the term birth mother also includes pregnant transgender persons.

2. Suspension of contract due to adoption, fostering for adoption and foster care.

In cases of adoption, guardianship for the purpose of adoption and foster care, the suspension shall be for a period of sixteen weeks for each adopter, guardian or foster carer.

Six weeks must be taken on a compulsory and uninterrupted full-time basis immediately after the court decision establishing the adoption or the administrative decision on guardianship for the purpose of adoption or foster care.

The remaining ten weeks may be taken in weekly periods, accumulated or interrupted, within the twelve months following the judicial decision establishing the adoption or the administrative decision of guardianship for the purpose of adoption or foster care.

In no case shall the same child entitle the same worker to several periods of suspension.

The employer must be notified at least 15 days in advance of each weekly period or, where applicable, of the accumulation of such periods.

The suspension of these ten weeks may be exercised on a full-time or part-time basis, subject to an agreement between the company and the worker concerned, under the terms to be determined by regulation.

In cases of international adoption, when it is necessary for the parents to travel to the country of origin of the adopted child, the period of suspension provided for each case in this section may begin up to four weeks before the decision establishing the adoption.

This right is an individual right of the worker and cannot be transferred to the other adopter, guardian for the purpose of adoption or foster carer.

The employee must give the company at least fifteen days' notice of the exercise of this right.

Where both adopters, guardians or foster parents exercising this right work for the same undertaking, the latter may limit the simultaneous exercise of the ten weeks' voluntary leave for justified and objective reasons, duly motivated in writing.

3. Disability of the son or daughter.

In the event of disability of the child at birth, adoption, foster care or adoption, the suspension of the contract referred to in paragraphs 1 and 2 shall have an additional duration of two weeks, one for each of the parents. The same extension shall apply in the event of birth, adoption, foster care or multiple fostering for each child other than the first.

Staff shall benefit from any improvement in working conditions to which they would have been entitled during the suspension of their contract in the cases referred to in this Article.

Article 69.- Protection measures for victims of gender-based violence

1. A female worker who is a victim of gender-based violence and who is forced to leave her job in the locality where she has been providing her services, in order to make her protection or her right to comprehensive social assistance effective, shall have the preferential right to occupy another job, in the same group or equivalent level, which the company has vacant in any other of its work centres. In such cases, the company shall be obliged to inform the workers of any vacancies existing at that time or those that may arise in the future.

The transfer or change of workplace shall initially last for six months, during which time the company shall be obliged to reserve the job previously occupied by the workers.

At the end of this period, employees may choose between returning to their previous job or continuing in their new job. In the latter case, the aforementioned obligation to reserve shall lapse.

2. Absences due to physical or psychological violence as a result of gender-based violence, accredited by the social care or health services, shall not be counted as absences for attendance or punctuality.

3. Female workers who are victims of gender violence shall have the right, in order to make their protection or their right to comprehensive social assistance effective, to a reduction in the working day with a proportional reduction in salary or to the reorganisation of working time, through the adaptation of the timetable, the application of flexible working hours or other forms of working time organisation used in the company.

4. They shall also have the right to perform their work wholly or partly remotely or to cease to do so if this is the established system, provided in both cases that this mode of service provision is compatible with the position and functions performed by the person, as well as with the service required by the main client.

5. The employment contract may be suspended by decision of the worker who is forced to leave her job as a result of being a victim of gender-based violence.

In this case, the period of suspension shall have an initial duration that may not exceed six months, unless it appears from the judicial protection proceedings that the effectiveness of the victim's right to protection requires the continuity of the suspension. In this case, the judge may extend the suspension for periods of three months, with a maximum of eighteen months.

CHAPTER XIV.- SOCIAL BENEFITS.

Article 70.- Allowances in cases of temporary incapacity.

1. The improvements agreed upon in the undertakings or those which are customarily applied in the undertakings shall in any event be respected.

2. Temporary incapacity in the event of an accident at work: companies will supplement up to 100% of the wage Agreement salary, from the first day.

3. Temporary incapacity in case of illness:

a) - From day 1 to day 3, 70% of the wage Agreement, with a maximum of 9 days per year, and with medical leave.

b) - From the 4th to the 20th, 75% of the wage Agreement and with medical leave.

c) - From the 21st day onwards: 100% of the wage Agreement salary, for up to one year, and with medical leave.

In the event of hospitalisation, irrespective of the day of hospitalisation and the duration of the hospitalisation, a supplement will be paid at 100% of the standard wage from the first day of sick leave due to TI.

4. The salary includes the following items: basic salary, special payments, normal public holiday allowance, special public holidays, Sundays, night bonus and language bonus.

5. The presentation of sick leave and its accreditation shall be carried out in accordance with the procedure provided for in the Social Security regulations. Staff shall accept, with prior notice, to be examined by the Mutual Insurance Company's doctor, so that the latter may report on the impossibility of rendering service, and the discrepancy, if any, shall be submitted to the Social Security Medical Inspectorate.

CHAPTER XV.- MISDEMEANOURS AND SANCTIONS.

Article 71.- General principles.

1. The purpose of these disciplinary rules is to maintain labour discipline, which is a fundamental aspect for the normal coexistence, technical organisation and organisation of the company, as well as for the guarantee and defence of the legitimate rights and interests of workers and companies.

2. Misconduct, provided that it constitutes a breach of contract by the person hired, may be sanctioned by the management of the company in accordance with the graduation established in this chapter.

3. Any misconduct shall be classified as minor, serious or very serious.

4. The misconduct, whatever its qualification, shall require written and reasoned communication

from the company to the person concerned.

5. The imposition of sanctions for serious or very serious misconduct shall be notified to the workers' legal representatives.

Article 72.- Minor offences.

These are minor offences:

1. More than three absences from work for thirty days without just cause.
2. Failure to attend work for one day during a period of one month without just cause.

   It shall be serious if, as a result of the absence, serious damage is caused to the company.
3. Leaving the work post without just cause or leaving the service for a short time during the working day. If, as a consequence of the same abandonment, serious damage is caused to the company, colleagues, clients or staff, or is the cause of an accident, the misconduct may be considered serious or very serious.
4. Failure to give prior notice of absence from work for a justified reason; and failure to justify, within twenty-four hours, the reason for the absence, unless it is proved impossible to do so.
5. Carelessness and distractions that affect the performance of the work or the care and conservation of the machines, equipment, tools, own installations or those of the clients. When failure to comply with the above causes serious consequences in the performance of the service, the misconduct may be considered serious or very serious.
6. Failure to comply with service orders, as well as disobedience to commanders, all in minor matters.
7. Lack of respect and consideration in minor matters to subordinate personnel, colleagues, managers, staff and the public, as well as arguing with them during the working day and using insulting or indecorous words with them.
8. Occasional lack of personal cleanliness and grooming.
9. Failure to inform the company of changes of residence and domicile and other circumstances affecting their work activity.
10. Failure to attend to the public with due correction and diligence, provided that there is no justified complaint from the customer, in which case it may be classified as serious or very serious.

Article 73.- Serious misconduct.

These are serious misconduct:

1. Committing more than two minor offences in the period of one term, except for punctuality, even if of a different nature, provided that a written sanction has been communicated.
2. More than four absences from work in a period of thirty days. When a colleague has to be relieved, a single failure to be punctual shall be sufficient for it to be considered serious, provided that there is no justified cause.
3. Failure to attend work for two days in a period of one month without just cause. It shall be very serious if, as a result of the absence, serious damage is caused to the company.
4. Serious disobedience to superiors in work-related matters and discourteous replies to colleagues, colleagues, managers or the public. If it involves a manifest breach of discipline or results in notorious damage to the company, colleagues or the public, it shall be considered a very serious offence.

5. The impersonation of a colleague when signing in or signing out, sanctioning both the person who signs in and the person who has impersonated.
6. Voluntary reduction of the usual activity and negligence in work that affects the smooth running of the service.
7. Simulating illness or accident and not submitting the official sick leave report within seventy-two hours of its issue, unless it is proved impossible to do so.
8. The use of time, materials, tools and machines in matters unrelated to work or for personal gain.
9. To make useful disappear, both for the company and its customers.
10. Causing accidents due to wilful misconduct, negligence or inexcusable recklessness.
11. Keeping the registers, documentation, notebooks or any kind of official and written notes that the regulations require, without the due formalities and committing faults that, due to their seriousness or importance, deserve special corrective measures; and if they are particularly relevant, they shall be considered very serious.

Article 74.- Very serious offences.

These are very serious offences:

1. Recidivism in the commission of a serious offence within a period of six months, even if it is of a different nature, provided that a sanction has been applied.
2. More than twelve unjustified absences from work committed in a period of six months or thirty in a year, even if they have been sanctioned independently.
3. Three or more unjustified absences from work in a period of one month, more than six in a period of six months, or thirty in a year, even if they were sanctioned independently.
4. Misrepresentation, disloyalty, fraud, breach of trust, theft or robbery, whether to co-workers, to the company or to third parties related to the service during or outside the performance of their duties.
5. Disappearing, rendering useless, causing damage to machines, systems, installations, buildings, belongings, documents, etc., both in the company and its clients, as well as causing accidents due to wilful intent, negligence or inexcusable imprudence.
6. Performing work for one's own account or for the account of others while in a situation of temporary incapacity for work, as well as manipulations or falsehoods to prolong that situation.
7. Continuous and habitual lack of cleanliness and cleanliness of such a nature as to give rise to justified complaints from managers, colleagues or third parties.
8. Drunkenness or any kind of drug intoxication manifested during the working day, which has an impact on work.

   Dismissal is only punishable by dismissal when the drunkenness is habitual, and habitual drunkenness is understood to mean when there have previously been two written warnings for the same cause.
9. The violation of the secrecy of correspondence of any type of documents of the company or of the persons in whose premises or installations the services are provided, and not keeping due discretion or the natural secrecy of the matters and services in which, due to the mission of their content, they must be informed, as well as making improper use of the information contained in the databases, in breach of the provisions of the Data Protection Law in force.
10. Mistreatment by word or deed, serious lack of respect and consideration for their superiors,

colleagues, companions, staff in their charge or their relatives, as well as for clients and people in whose premises or facilities they carry out their activity and their staff, if any.

11. Abandonment of work in positions of responsibility after taking up the post, and inhibition or passivity in the performance of the same.
12. Voluntary and continued decline in performance.
13. Acts of sexual harassment or harassment based on sex, with those directed at subordinates with abuse of a privileged position being considered particularly serious.

    For these purposes, sexual harassment or harassment based on sex shall be understood as any conduct within the company, of a sexual nature or carried out on the basis of a person's sex, which has the purpose or has the effect of violating the dignity of a person, in particular when it creates an intimidating, degrading or offensive environment.
14. Abuse of authority.
15. Unfair competition by engaging in the same activity on one's own account as the company, either during or outside working hours, or by engaging in private occupations that are in open conflict with the service.
16. Demand or request remuneration or rewards from third parties for their services, in whatever form or under whatever pretext the donation may be made.
17. Recklessness in the line of duty, if it involves risk of accident to himself or herself or to colleagues or staff and the public, or danger of damage to the installations.

Article 75.- Sanctions.

1. For minor offences:

a) Verbal warning.

b) - Written warning.

c) Suspension from employment and pay for up to two days.

2. For serious misconduct:

a) - Suspension from employment and salary from one to ten days.

b) - Disqualification from promotion for one year.

3. For very serious misconduct:

a) - Suspension of employment and salary from 11 days to 3 months.

b) - Temporary or definitive loss of the professional occupational level.

c) - Dismissal.

In order to impose the aforementioned sanctions, the provisions of the legislation in force shall apply, and the legal representatives of the employees, if any, shall be informed of sanctions for serious or very serious misconduct.

Misconduct shall expire after 10 days when it is classified as minor; after 20 days when it is classified as serious; and after 60 days when it is very serious, taking into account the date on which the company became aware of the facts, and in any case six months after they were committed.

All offences shall be recorded in the personal file of the person committing the offence, with minor offences being cancelled after two months, serious offences after four months and very serious offences after one year.

CHAPTER XVI.- VOCATIONAL TRAINING

Article 76.- General principles.

In accordance with the provisions of Article 23 of the Workers' Statute, and in order to facilitate the training of staff working in this sector, workers shall have the right to study for officially recognised academic or professional qualifications, and to attend further training courses organised by the company itself or other bodies.

Article 77.- Objectives.

Vocational training will seek to address, inter alia, the following objectives:

A) - Adaptation to the job and its modifications.

B) Specialisation within the work itself.

C) - Vocational retraining.

D) The broadening of workers' knowledge applicable to the activities of the sector.

Article 78.- Training at sector level.

The signatory parties to this Agreement accept the full content of the current Agreement on Vocational Training for Employment (AFPE), which will develop its effects within the functional scope of this Agreement.

To this end, a Joint Committee shall be set up within one month of the publication of this Agreement, which shall operate during the term of the Agreement, its extension and ultra-activity period as a Sectoral Training Committee, and shall be made up of four representatives of the trade union organisations signatories to this Agreement, and four representatives of the companies.

The functioning of this Commission shall be carried out in the manner agreed by the same, and two persons from each of the two representations may also form part of it as advisors, with voice but without vote.

The Sectoral Training Committee is empowered to take any initiative necessary for the implementation of this Agreement.

Article 79.- Information.

Companies shall previously inform the workers' legal representatives of their annual training plan, who may issue reports on it, which shall in no case be of a binding nature.

A joint training committee shall be set up within the company to improve and develop the processes of information and participation in training plans. The Commission shall be made up of one representative from the company and one from the trade union side.

It shall also be responsible for monitoring, minimising incidents and ensuring the quality of the training provided. This Committee shall have its own operating regulations.

Article 80.- Pre-training and continuous training periods.

The pre-employment training period shall be deemed to be completed when the person attends actual calls.

Where employees are required to attend compulsory training courses, companies shall pay for the hours spent at the hourly rate applicable to their wage level.

CHAPTER XVII.- TRADE UNION RIGHTS.

Article 81.- Legal representatives of workers.

For the purposes of this Convention, references to the legal representation of workers include both unitary and trade union representation.

Article 82.- Right to information.

Companies shall make available to the unitary representation of workers, and to each of the legally constituted trade union sections, a notice board in each work centre, -external or internal platforms-, which allows them to display in a suitable place, easily visible and accessible, union and work-related propaganda and communiqués. It is forbidden to post the aforementioned announcements and propaganda outside of these notice boards.

Article 83.- Hours of the legal representation of workers.

The hours of paid leave provided for in the Workers' Statute for the legal representation of workers may be accumulated monthly in one or more members, with the consent of the persons concerned.

This accumulation must be by months, and the unused hours may not be carried over to other months, either by the group of positions or individually, with the exception of companies that only have one representative due to the number of employees, in which case they may accumulate their hours every two months.

Likewise, both the position and the credit, of a unitary and trade union nature, may be accumulated in the same person.

To this end, the assignment of accumulated hours must be submitted in writing to the company, in advance of their use, and duly signed by the assignor and accepted by the assignee. The assignment may be made between the legal representatives of the workers, both unitary and trade union representatives, indistinctly.

Article 84.- Electoral procedure. Election.

In accordance with the provisions of Article 69.2 of the Workers' Statute, and given the mobility of staff in the sector, staff who have reached the age of 18 and have been with the company for at least three months may be eligible.

Given the special characteristics of the services provided in contact centre companies, the scope for holding elections for personnel delegates and works council members shall be provincial. Consequently, a Works Council shall be set up in those companies with at least fifty employees in this area. If this number is not reached, the corresponding number of personnel delegates shall be elected.

Article 85.- Representation in Temporary Joint Ventures.

When in temporary joint ventures there is no legal representation of workers, in accordance with the provisions of Title II, Chapter I of the Workers' Statute, the most representative trade unions shall have the right to appoint a trade union delegate in the temporary joint venture with more than 100 employees, regardless of the type of contract.

Union delegates appointed in accordance with the provisions of the previous paragraph shall have the rights, powers and competencies regulated in Article 10 of the LOLS, except in matters relating to time credit, the limit of which is set at fifteen hours per month.

Article 86.- Information on personnel selection processes.

Companies shall be obliged to inform the legal representation of workers in the company of the

criteria to be followed in personnel selection processes, as well as the initiation of the campaign for this process, and the number of people, if possible, to be recruited.

If the criteria set by the company do not vary from one process to another, there is no obligation to reiterate them.

Article 87.- Preference for workers' representation.

The workers' legal representatives shall have priority over the rest of the staff, and within the scope of their functions, in the event of early termination of the employment contract due to a decrease in the volume of work, as regulated in this Agreement.

CHAPTER XVIII.- JOINT INTERPRETING COMMITTEE

Article 88.- Composition and functions.

In accordance with the provisions of Article 91 of the Workers' Statute, a Joint Joint Committee for the interpretation and monitoring of the Agreement is hereby established.

The Commission shall be based in Madrid.

The Committee shall be composed on a parity basis of five representatives of each party, trade unions and companies that are signatories to the Agreement. With the same criteria, there shall be four alternates for each representation. The Commission may request occasional or permanent advisory services on any matters within its competence, through persons freely appointed by the parties, who shall have the right to speak but not to vote.

Each year, the Committee shall elect a Chairmanship and a Secretariat from among its members with voice and vote. Both the Chairmanship and the Secretariat shall be held alternately by the trade union and employer representatives, and the two positions may not be held simultaneously by the same representative.

The resolutions of the Commission shall in any case require the favourable vote of the majority of each of the two representations.

These are specific functions of the Commission:

a) Surveillance and interpretation of this Agreement and monitoring for the application and development of said regulations, drawing up, in accordance with the provisions of Article 91 of the Workers' Statute.

b) Mediation in the event of disagreement after the end of the consultation period in procedures for substantial modification of working conditions (article 41 of the Workers' Statute), internal flexibility, collective redundancy procedures or any other procedure that the parties voluntarily decide to submit to this Committee.

c) Prior information in the event of non-application of the Agreement, being able to mediate between the parties, if either of them so request.

d) To mediate in those conflicts that are voluntarily and jointly submitted to them by the affected parties and which concern the application or interpretation of the aforementioned sectorial regulations.

e) To hear, prior to administrative and judicial proceedings, collective disputes that may be brought by those entitled to do so, with regard to the application of the precepts derived from this Collective Bargaining Agreement.

The submission and settlement of a matter by the Joint Committee shall exempt the Joint Committee from the procedure of prior knowledge when the matter is repeated.

f) Drawing up an annual report on the degree of compliance with the Collective Bargaining Agreement, on the difficulties arising in its application and interpretation and on the development of the work provided for in the Agreement and entrusted to specific committees for its performance.

g) Quarterly report on the evolution of employment and recruitment in the sector, as well as on the application and development of this Collective Bargaining Agreement.

Article 89.- Procedure.

The matters submitted to the Joint Committee shall be of an ordinary or extraordinary nature, such classification being granted by any of the parties that make up the Joint Committee.

In the first case, the Commission shall take a decision within fifteen days, and in the second case within 48 hours.

Irrespective of the meetings to be held at the request of the parties to the Commission, the Presidency shall convene it on a quarterly basis to monitor its functions and tasks.

The meetings shall be convened by the Presidency with an indication of the matters to be dealt with, and written minutes of the meetings shall be drawn up, which shall be sent to all the members of the Commission within one month.

When the meeting is at the request of the workers and the companies, the initiation of the procedure shall be formalised in writing, in which it shall necessarily be stated:

1.- Identification of those requesting it, with the necessary personal and social data.

2.- Status of the person acting (worker or company), explaining the powers of representation, if applicable.

3.- Type of action required.

4.- Statement of the facts, and the points or extremes that are submitted.

5.- Signature. If the action required is mediation, the document must be signed jointly by the parties in conflict, and the voluntarily assumed commitment to submit the dispute to mediation by the Commission must be explicitly stated.

The Commission may establish a standard form for the initiation of proceedings.

The expenses that may arise as a result of the work of the Commission shall not be passed on either to the members of the trade unions that are signatories to the Agreement or to the entities associated with the employers' representation that are signatories to the Agreement.

Once the Commission has received the notice of initiation of proceedings, it shall examine it within a maximum period of 15 days to determine whether the requirements are met, whether the facts are sufficiently clear, as well as the points or issues submitted to it, and what type of action is required.

If it finds that there are formal defects which cannot be remedied ex officio, it shall request the parties to remedy such defects within a period of no more than five working days, after which it shall close the case without further action.

If from the facts set out, or from the points or issues submitted, the claims are not clear, also with suspension of the time limit for ruling, it will request the parties to provide the clarifications or amplifications that it considers necessary, so that they may do so within a period not exceeding 5 working days, filing the file if they do not do so; if one of the parties complies with this and the other does not, the Commission will hear the case on the basis of the amplifications and clarifications of the

party that has complied with it.

If it appears from the type of action required that the Commission does not have jurisdiction, it shall inform the parties without further ado and close the file.

The Commission may request such reports and technical advice as it considers may assist in the resolution of the issues in dispute.

Once all requested reports and clarifications have been received, the Commission shall meet within five working days to issue a resolution report as appropriate.

The procedure shall end with the report or resolution, as the case may be, issued by the Commission within the period established for this purpose, which shall be notified in full to the parties concerned, and the original shall be incorporated into the open file, once signed by the Presidency and the Secretariat. The parties may request the certifications they require, which shall be signed by the Secretariat and countersigned by the Presidency.

If the Commission meeting does not result in agreement, the report or resolution shall state the position of each of the representations.

A request for intervention by the Commission shall not deprive the parties concerned of the right to avail themselves of administrative, arbitral or judicial remedies, as appropriate.

A file shall be opened and closed on all proceedings conducted by the Commission and shall be kept on file at the Commission's headquarters, once completed, in the custody of the Secretariat.

During the proceedings before the Commission, the parties may not resort to other bodies, or take industrial action or declare a collective dispute until the Commission has ruled on the matter before it.

Article 90. Time credit for the Sectoral Joint Commissions and Sector Observatory.

For the proper administration and governance of this Agreement through the established Sectoral Joint Commissions and Sectoral Observatory, and the development of their work, except for those commissions for which this Agreement stipulates an additional time credit, the trade union organisations signatories to this Agreement shall be entitled to have the volume of hours corresponding to eighteen persons released, with nominative character, ten of which shall be assigned to CCOO and eight to FeSMC-UGT, in accordance with the representation accredited in the negotiation of this Agreement.

The exercise of this right shall be determined by agreement with each trade union organisation.

Article 91.- Contact Centre Sector Observatory.

The signatory parties to this Agreement agree to set up, for the duration of its validity, an Observatory of the Contact Centre Sector, in which all the organisations, both employers' and trade unions, signatories to the Agreement will be represented to study and discuss all those issues or matters of interest to the Contact Centre sector, including but not limited to: professional training, professional classification structure, etc.

Participation in this observatory shall not generate additional trade union time credit to that existing in this Agreement, which shall be maintained in the same terms and amount of hours for each of the signatory trade union organisations of the Agreement as specified in Article 90.

CHAPTER XIX.- EQUAL OPPORTUNITIES

Article 92.- Equal treatment

The parties affected by this Agreement, and in the application thereof, undertake to promote the principle of equal opportunities and non-discrimination on grounds of sex, sexual identity or orientation, marital status, age, race, nationality, social status, religious or political ideas, membership or not of a trade union, as well as on grounds of language, within the Spanish State. Nor may persons be discriminated against on the grounds of mental or sensory disabilities, provided that they are fit to perform the work or job in question.

The provisions of this Chapter, in their application, shall be adapted to the provisions of the legislation in force at any given time.

Article 93.- Measures for the protection of victims of terrorism.

1. A worker who is a victim of terrorism and who is obliged to leave her job in the locality where she has been providing her services, in order to make her protection or her right to comprehensive social assistance effective, shall have the preferential right to occupy another job, of the same group or equivalent level, which the company has vacant in any other of its work centres. In such cases, the company shall be obliged to inform the worker of any vacancies existing at that time or which may arise in the future.

The transfer or change of workplace shall initially last for six months, during which time the employer shall be obliged to reserve the job previously occupied by the worker.

At the end of this period, the employee may choose between returning to his or her previous job or continuing in the new job. In the latter case, the aforementioned obligation to reserve shall lapse.

2. Workers who are victims of terrorism shall have the right, in order to make their protection or their right to comprehensive social assistance effective, to a reduction in the working day with a proportional reduction in salary or to the reorganisation of working time, through the adaptation of the timetable, the application of flexible working hours or other forms of organisation of working time used in the company. They shall also have the right to carry out their work totally or partially remotely or to stop doing so if this is the established system, provided in both cases that this modality of service provision is compatible with the post and functions carried out by the person.

Article 94.- Equal treatment for the LGTBI collective.

Companies shall especially ensure equal employment rights, equality and protection of the dignity of LGTBI staff.

CHAPTER XX.- OUT-OF-COURT SETTLEMENT OF DISPUTES

Article 95.- Submission to the V (ASAC)

The parties to this Agreement consider it necessary to establish voluntary procedures for the settlement of collective disputes; they therefore agree to adhere to the VI Agreement on the Autonomous Settlement of Labour Disputes (VI ASAC) (Out-of-Court System) in force, and to those that may replace it during the term of this Agreement, which shall be fully effective in the areas covered by this Agreement.

Collective disputes that fall exclusively within the scope of an Autonomous Community shall be submitted to the institutions created for this purpose in that Community.

ADDITIONAL PROVISIONS

First additional provision. - Unmarried couples

The same rights that the Agreement provides for spouses in marriage are recognised for persons who, not having married each other, live together in an affective, stable and lasting union, subject to proof of this by means of a certificate of registration in the corresponding official register of unmarried couples. This certification may be replaced, in those towns where there is no official register, by a notarial deed.

In the event of conflicts of interest with third parties, the corresponding right shall be recognised in accordance with the final decision issued by the competent administrative or judicial authority, in accordance with the positive legal system in force.

Second additional provision. - Sexual harassment.

The parties concerned by this agreement undertake to ensure that there is an environment in the enterprise free of risk to health and, in particular, to sexual harassment, by establishing company procedures for the lodging of complaints by victims of such treatment in order to obtain immediate assistance, using the Community Code of Conduct on the protection of the dignity of women and men at work.

First Transitional Provision.

The compensation for the costs of telecommuting referred to in Article 19 of this Agreement, in the period from 29 November 2022 to 31 December 2022, shall be as follows:

- Workers with a working week of 30 hours or more shall be paid 1.18 euros per day worked in this mode.
- Workers who work less than 30 hours a week will be paid 0.93 euros per day worked in this mode.

Companies that have made an advance payment in 2022 of the 2.5% wage increase shall make a 1% adjustment up to the 3.5% provided for in Article 45 for the 2022 financial year.

Second transitional provision

With effect from 1 January 2024, Levels 11 and 12 will be removed from the basic salary scales and included in Level 10, which will be called Teleoperator.

As of that date, the Agreement Levels shall be as follows:

Group A:

Managers ..... Level 1

Heads of Departments or areas. ..... Level 2

Group B:

Graduates ..... Level 4

Middle level graduates ..... Level 5

Group C:

Project Managers ..... Level 3

Functional Analysts ..... Level 3

Analysts ..... Level 4

Systems Technicians A ..... Level 4

Systems Technicians B ..... Level 5

Systems Assistant ..... 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 Officer ..... Level 8

Administrative Assistant ..... Level 10

Service Manager ..... Level 5

Supervisor A ..... Level 6

Supervisor B ..... Level 7

Coordinator ..... Level 8

Trainer ..... Level 8

Quality Agent (Quality) ..... Level 8

Telephone Manager ..... Level 9

Teleoperator/Operator ..... Level 10

Group E:

Own Trades Staff ..... Level 10

The elimination of Levels 11 and 12 and their integration into Level 10 shall render the second and third paragraphs of Article 40.1 of this Convention null and void as of 1 January 2024.

Final derogating provision

For the purposes set out in Article 86.4 of the Workers' Statute, the signatory parties, as stated in the Preamble, agree that this State Collective Agreement for the Contact Centre Sector replaces, repeals and renders ineffective, in its entirety and to the full extent, the State Collective Agreement for the Contact Centre Sector 2015-2019, published in the Official State Gazette on 12 July 2017.

Annex I

Table Base salary 2022, 2023 and 2024

Professional category	Level	2022	2023	2024
		3.50%	3.50%	3.00%
Manager	1	36,889.27 €	38,180.40 €	39,325.81 €
Heads of Dept. or Areas	2	33,430.63 €	34,600.71 €	35,638.73 €
Project Managers, Functional Analysts	3	28,824.64 €	29,833.50 €	30,728.50 €
Graduates, Analysts, Technicians System A	4	24,218.64 €	25,066.29 €	25,818.28 €
Middle Graduates, System B Technicians, Programmer Analyst, Senior Programmer, Head of Administration, Service Manager	5	21,337.83 €	22,084.65 €	22,747.19 €
Junior Programmer, Administrative Technician, Supervisor A	6	18,201.13 €	18,838.17 €	19,403.31 €
Supervisor B	7	17,375.68 €	17,983.83 €	18,523.35 €
Systems Assistant, Administrative Officer, Coordinator, Trainer, Quality Agent (Quality)	8	16,508.94 €	17,086.76 €	17,599.36 €
Telephone Manager	9	15,931.14 €	16,488.73 €	16,983.40 €
Teleoperator / Operator Specialist	10	15,064.43 €	15,591.68 €	16,059.43 €
Administrative Assistant, Telemarketer / Operator / Officer Trades and Crafts	11	14,490.00 €	15,120.00 €	
Auxiliary Own Trades	12	14,490.00 €	15,120.00 €	

Annex II

2022, 2023, 2024 salary tables for normal public holiday surcharges, special public holidays, Sundays, language allowance, night shift allowance and transport allowance

		2022	2023	2024
Surcharge for special public holidays	6	100.66 €	104.19 €	107.31 €
	7	96.08 €	99.44 €	102.43 €
	8	91.29 €	94.48 €	97.32 €
	9	88.08 €	91.16 €	93.90 €
	10	83.30 €	86.21 €	88.80 €
	11	79.61 €	83.07 €	
Normal public holiday surcharge	6	47.47 €	49.13 €	50.60 €
	7	45.33 €	46.92 €	48.33 €
	8	43.05 €	44.55 €	45.89 €
	9	41.52 €	42.98 €	44.27 €
	10	39.29 €	40.66 €	41.88 €
	11	37.56 €	39.19 €	
Surcharge Sunday	6	16.34 €	16.91 €	17.42 €
	7	15.62 €	16.16 €	16.65 €
	8	14.84 €	15.36 €	15.82 €
	9	14.31 €	14.82 €	15.26 €
	10	13.54 €	14.01 €	14.43 €
	11	12.95 €	13.51 €	
	Language bonus (monthly)	115.56 €	119.60 €	123.19 €
	Night bonus (hour)	1.74 €	1.80 €	1.85 €
	Transport allowance (day)	5.79 €	5.99 €	6.17 €

Costs of telecommuting

	2022	2023	2024
Working day 30 hours or more	1.18 €	1.22 €	1.26 €
Working day minus 30 hours	0.93 €	0.96 €	0.99 €

Note: These amounts refer to 8-hour working days, the hourly value being obtained by dividing the basic salary, contained in the tables in Annex I, by the maximum annual working day of 1,764 hours, with the proportional part to be calculated for shorter working days.

The amounts corresponding to the other salary levels, which do not appear in this table, except for those which coincide, shall be calculated by means of an operation identical to that followed for this table.

Where public holidays are not compensated by a day off, the surcharge shall not be paid, and the holiday worked shall be paid at an increase of 75% in the case of daytime public holidays and 80% in the case of night-time public holidays.

CCOO servicios marcando la diferencia

CONVENIO COLECTIVO
CONTACT CENTER
2020-2026
(Texto 23/05/2023)

porque todas trabajamos en Contact Center

el poder de cambiar las cosas en Contact Center