



**COLLECTIVE AGREEMENT**

**CONTACT CENTER**

**2015-2019**

**SUMMARY - ARTICLES MORE CONSULTED**



## II Collective Agreement of the Contact Center 2015-2019

The present Collective Agreement of the Contact Center Sector is subscribed, on the one hand, by the Business Association "SPANISH CONTACT CENTER ASSOCIATION (ACE)" on behalf of the companies of the sector, and, on the other hand, by the CC.OO. trade union organizations and FeSMC-UGT (Federation of Services for Mobility and Consumption of the General Workers' Union), in representation of the employees affected by it.

This Agreement is of obligatory application throughout the territory of the Spanish State.

The Convention with general character shall come into force, at the time of its signature, and its economic effects will be carried back to January 1, 2015, in the manner and with the scope established in article 43. The duration of this Agreement shall last until December 31, 2019, understood to be tacitly extended from year to year, unless a complaint against the Agreement was made by any of the parties entitled to negotiate it, in accordance with Article 87 of the Workers' Statute.

### INDEX

Article 14. Contracting of operations personnel .....	3
Article 22. Work schedule.....	3
Article 23. Irregular distribution of the work-day .....	4
Article 24. Breaks .....	4
Article 25. Weekends .....	4
Article 26. Schedules and shifts .....	4-6
Article 27. Vacations.....	6
Article 28. Paid leave.....	6
Article 29. Unpaid leave .....	7
Article 30. Special leave .....	7
Article 37. Professional Groups: Description.....	7
Article 38. Professional promotion in the operations group.....	8
Article 39. Levels .....	10
Article 43. Salary increases.....	11
Article 46. Supplements of the job position .....	11
Article 47. Supplements for holidays and Sundays .....	11
Article 48. Nocturnal bonus .....	12
Article 49. Overtime hours.....	12
Article 50. Vacation compensation .....	12
Article 51. Transportation bonus .....	13
Article 53. Occupational health.....	13
Article 54. Pauses for Data Visualization Screens (PVD) .....	14
Article 61. Protection of pregnancy and breastfeeding .....	14
Article 63. Supplements in the cases of temporary disability .....	14
Article 71. Training at the sector level .....	15
Article 72. Information .....	15
Article 73. Periods of previous training and continuous training .....	15
Article 76. Hours of the legal representation of workers .....	15
Single additional provision. Couples in fact.....	15
Second additional provision. Sexual harassment .....	16
Annex I .....	17
Annex II .....	17-18

## **Article 14. Contracting of operations personnel.**

### **a. Indefinite contracting.**

Since the entry into force of this Agreement, at least 40% of the personnel of operations personnel must be hired under the modality of an indefinite contract. As of January 1, 2019, this percentage must reach at least 50%.

The companies will convert 100% of the works and services contracts entered into before June 18, 2010 to indefinite within the following terms:

- Works and service contracts entered into prior to December 31, 2008 must become indefinite:

1) On the first day of the month following publication in the *Boletín Oficial del Estado* if the collective agreement is published in the first half of the month; or

2) On the 1st of the second month from the date of publication in the *Boletín Oficial del Estado* if the collective agreement is published in the second half of the month.

- Works and service contracts entered into until December 31, 2009 must become indefinite before December 31, 2017.

- The works and service contracts entered into until June 18, 2010 must become indefinite before December 31, 2018

For the sake of clarity, the indefinite contracts resulting from this conversion will be computable for the calculation of the minimum percentage of indefinite contracting established in the second paragraph of this section.

This conversion of contracts into indefinite contracts cannot, in itself, imply a substantial change in the basic conditions of the contract.

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

- Name and surnames
- Professional category
- Seniority in the company
- Type of contract
- Workplace.

\*(To see more about contracts review full text of the agreement)

## **Article 22. Work schedule.**

During the term of this Agreement, including in its case its extension or subsisting conditions, the maximum duration of the ordinary work-day in annual computation will be one thousand seven hundred and sixty-four hours, and 39 hours per week of actual work.

Those companies that have been realizing a maximum work-day in annual calculation less than that established in this Agreement will maintain their current work-days as the more beneficial condition.

Every year the work-day calendar will be drawn up, which must include the existing shifts in the work center, including an annex of the special hours that can be agreed upon in each work center. A copy of it will be displayed in a visible place in each work center.

**Article 23. Irregular distribution of the work-day.**

The weekly rest may be accumulated for periods of up to fourteen days, within which there will always be a minimum rest of three days, with a maximum limit of work without rest of eight days.

Those companies that have a lower maximum limit without rest, will keep it as a more beneficial condition.

However, workers will enjoy, in each seven-day period, at least one rest day, of the three corresponding to each 14-day period.

**Article 24. Breaks.**

When the work-day has a continuous duration, or any of the sections if it is a split day, between four or more hours and less than six hours, there will be a break of ten minutes, considered as actual work time; in the same way, if the work-day of continuous duration, or any of the sections if it is a split day, were between six and eight hours, said rest will be twenty minutes and considered as actual work time. If, finally, the daily work-day has a continuous duration, or any of the sections if it is a split day, greater than eight hours, the rest will be thirty minutes and considered as actual working time.

It will correspond to the company to organize the distribution, and method to carry out the previously established breaks, organizing them in a logical and rational way depending on the needs of the service, without the breaks occurring before two hours since the beginning of the work-day, nor after ninety or less minutes are left for the conclusion of the same.

**Article 25. Weekends.**

Each contracted person will be guaranteed the enjoyment of two weekends per month. In order to respect the number of mandatory free weekends, the weekend that coincides in two months, will be computed in the month that coincides with Saturday. For these purposes, the 48-hour period between zero hours on Saturday and twenty-four hours on Sunday is considered as a weekend.

**Article 26. Schedules and shifts.**

1.- The people hired will be mandatorily assigned to one of the mornings, afternoon, split-day or night shifts.

The following are set as time bands for each shift:

- Morning shift: cannot start before 07:00 hours or finish after 16:00 hours.
- Afternoon shift: cannot start before 3:00 pm, or finish after 24:00 hours.
- Night shift: cannot start before 22:00 hours, or finish after 08:00 hours.
- Split shift: cannot start before 09:00 hours, or finish after 20:00 hours; in this shift there cannot be between the end of the first part and the beginning of the second, more than two hours, without an agreement, individual or collective. It is recommended, however, that this maximum time be shortened. This shift cannot be applied to personnel with a working day equal to or less than 30 hours for week.

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

## II Collective Agreement of the Contact Center 2015-2019

- Intensive morning: cannot start before 9:00 or finish after 18:00.
- Intensive afternoon: cannot start before 12:00 or finish after 21:00.

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

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

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

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

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

Schedules can only be modified, within the fixed bands, for a maximum of 20% of the personnel, one week in advance.

For this purpose, this 20% of the workforce must be informed of said circumstance at the date of publication of the schedules and shall be determined on a rotating basis. Therefore, the personnel that have been included in this percentage will not

be able to figure again until all the personnel of the campaign have been included in that percentage. If it occurs, the modification of the schedule will be notified in writing to the worker.

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

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

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

By collective agreement with the legal representation of the workers, which will be recorded in writing, the established time bands may be extended.

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

If a company demands the extension of the time bands established in the Agreement, based on reasoned special needs, and a collective agreement had not been reached with the legal representation of the workers, they or these may request

the mediation of the Joint Commission for the interpretation of the Agreement.

### **Article 27. Vacations.**

The vacations will be thirty-two calendar days.

They can be divided into periods of 7 consecutive days, they should be enjoyed in summer, preferably at least 14 continuous days, respecting the needs of the service.

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

The vacations will always start on a working day for the person concerned.

The period of enjoyment of vacations will be fixed by common agreement between the employer and the interested person, who will know the dates that correspond two months beforehand, at least, of the beginning of the enjoyment of the vacations.

### **Article 28. Paid leave.**

1.- The personnel, after notice and justification, may be absent from work, with the right to remuneration, and from the moment the causal event occurs, for any of the reasons and for the following time:

**a)** Fifteen calendar days in case of marriage.

**b)** Three calendar days in case of the birth of a son or daughter.

**c)** Three calendar days in the event of an accident, serious illness or hospitalization, or surgical intervention without hospitalization requiring home leave, of a relative up to the second degree of consanguinity or affinity, which will be

enjoyed continuously within ten calendar days, counted as of the day in which the causative event occurs, inclusively.

**d)** Four calendar days in case of death of spouse, father, mother, parents-in-law, sons, daughters, brothers and sisters.

**e)** Two calendar days in case of death, of a relative to the second degree of consanguinity or affinity.

**f)** In the cases contemplated in the previous sections c) and d), when a displacement of 200 kilometers or more is needed, the leave will increase one day more than indicated in each case. In section e) when you have to travel 200 kilometers or more, the leave will be four days.

**g)** Two calendar days for transfer of the habitual residence that will not be cumulative to the leave for marriage

**h)** For the time indispensable for the fulfillment of an inexcusable duty of a public and personal nature. When the fulfillment of the aforementioned duty implies the impossibility of providing work for more than 20% of the working hours in a period of three months, the company may transfer the affected person to the situation of mandatory leave, with the right to recover the job when the obligation to fulfill the duty of a public and personal nature ends. If the affected person receives economic remuneration in the fulfillment of the duty or performance of the position, the amount of the same will be deducted from the salary to which he was entitled in the company.

**i)** One natural day for marriage of father or mother, son, daughter, sister or brother, on the date of celebration of the event.

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

2.- The personnel will be entitled to the use of up to 35 paid hours per year, to attend consultations of Social Security physicians and should notify this as soon as possible and present timely justification. Nevertheless, the affected persons will try to adapt, when it is possible, their hours of medical visits to their rest periods.

**Article 29. Unpaid leave.**

Those who have children under nine years of age, or ascendants over 65 years of age, will have the necessary time to accompany them to the appropriate medical consultations, with prior notice and justification.

**Article 30. Special leave.**

The special leave for a duration of 7 days or less will not involve liquidation of any concept.

**Article 37. Professional groups: description.**

**Professional group A. Directors or upper management.**

This professional group includes people who, due to their knowledge or professional experience, have been assigned administrative or executive functions, coordinating or advisory responsibilities, with autonomy, supervisory capacity and responsibility, in accordance with the assigned functions. Directors and Heads of department or area are included in this group.

**Professional group B. Technical personnel.**

This group includes people who, for the development of their duties, must have a

professional qualification in the techniques suited to the specific work they perform.

This group includes people with higher education degrees, intermediate degrees, and interns.

**Professional group C. - Computer technician personnel.**

This group includes people who routinely perform the functions related to systems and computer developments, having the appropriate qualifications for this.

This group includes Heads of departments and Heads of projects, analysts, technical personnel for programming systems and system assistants.

**Professional group D. Administration and operation.**

People in this group belong to administration by virtue of using operational and computer means to regularly execute the administrative functions of the company.

The people in charge of carrying out operations of Contact Center, attending or managing the calls, and/or administrative, commercial activities, public relations, organizational, quality control, etc., either individually or coordinating or training a person, for the operation.

This group includes Heads of administration, technical administrative personnel, officers, administrative assistant personnel, service managers, supervisory, coordination and training personnel, quality agents, managers, and telemarketer/operator personnel in any of its degrees.

**Professional group E. General services.**

People that belong to this group are those who, without the need of any professional qualification, or specialized knowledge of any kind, except those acquired by the mere development of their work, are

dedicated to the most varied functions of service or assistance of the general activity of the company.

Included in this group are janitors, orderlies, custodians and cleaning personnel.

### **Article 38. Professional promotion in the operations group.**

The following levels are established within the operations group:

- Telemarketer.
- Telemarketer/specialist.
- Manager.
- Coordinator.
- Trainer.
- Quality control agent.

1.- Telemarketers carry out normal and regular Contact Center tasks with prior training. They attend, or initiate contacts following work methods with protocolized actions and receive calls for the provision or attention of any services listed in Article 2 of this Agreement.

Access to the level of specialist occurs automatically after one year providing actual services as a newly entered phone operator within the company.

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

2.- Managers are those who, using the appropriate technology, develop their functions in any of the following specialized activities:

- Direct active sales: Direct active sales is considered a specialized manager activity when the worker prepares the sale, detects needs, argues and offers a product / service, persuading and

convincing the potential customer, using complex sales arguments without pre-established dialogue, resulting in a purchase or sale agreement.

Direct active sales is not considered a specialized manager activity, when it is complementary to a campaign or service, whose main purpose is not that of the sale, and when the action to be carried out is the mere provision of information regarding the characteristics of a product or service, even if it results in a purchase or sale agreement, or that which is carried out as an extension of services or products already contracted that are not differentiated.

- Technological support: The activity of tech support is considered a specialized manager activity, when for its realization technological and/or computerized specialized advice is given to resolve complex incidents, which cannot be resolved by the general customer service centers, identifying and differentiating the incidence of the client, outside the systematized procedures, analyzing and making the diagnosis of it, and solving it by means of the interaction of the acquired knowledge and the use of specific tools.
- Professional support activity is considered a specialized manager activity when for its realization professional advice is given to complex incidents that cannot be resolved automatically with the follow-up of a systematized argumentation, but rather by identifying and differentiating the incidence of the user, through the use of the acquired knowledge, it resolves the incidence, activating, if necessary,

the necessary resources for it, in the following specialized units: Risk and investments in Telephone Banking and Insurance; Tax Advice; and Emergencies.

- Management of unpaid debts: The activity of debt claim is considered a specialized manager activity when the debt is managed and negotiated, managing a portfolio of unpaid debts, promoting, activating and carrying out the necessary actions for the recovery of the non-payment.
- Billing incident management: The activity of resolution of billing incidents is considered a specialized manager activity when, due to the complexity of certain incidents, a specialized unit of Second Level is constituted, where said complex incidents are managed that cannot be resolved by the rest of the telemarketer personnel integrated in the aforementioned department, and for this purpose, the incidence of the client is identified and differentiated, outside the systematized procedures, analyzing and diagnosing it, and resolving it through the interaction of the acquired knowledge and the use of specific tools.

The personnel that carries out these specialized activities will receive the corresponding salary at the level of manager while they carry out the same, or its proportional part in a work-day, when for their execution they do not exhaust their monthly payment. The payment of higher-level functions, when performed sporadically and paid per actual day, will

be applied by dividing the difference between the monthly Agreement salary of both levels, by 30 and multiplied by 1.4.

When they have been carrying out these functions for a year, they will consolidate the manager level. When these same specialized activities are not carried out continuously, the level of manager will be consolidated after two years, provided that in such period of time they have carried out said specialized activities for a minimum period of 150 working days. For these purposes, the computation must be daily, regardless of the number of work-hours in a day dedicated to higher level functions.

3.- Coordinator is the person who is entrusted and coordinates a group of telemarketer or manager personnel, taking responsibility for the development of the work of the same in all the activities and processes of the campaign or service to which the group is ascribed, applying procedures and established norms, receiving supervision over the work and its results.

Given the possibility that at some point there may be a post or posts for manager or coordinator, telemarketers / specialists or managers, as the case may be, will have preference over other requests submitted by people outside the company, provided that they meet the necessary requirements to access the vacant position.

4.- Trainer: is the person in charge of teaching the training courses for the training of Operations personnel.

5.- Quality agent: is the person who is responsible for quality control of the tasks performed by the Teleoperator and Manager personnel.

**Article 39. Levels.**

<b>GROUP A:</b>	
Directors	Level 1
Heads of departments or areas	Level 2
<b>GROUP B:</b>	
Higher degrees	Level 4
Intermediate degrees	Level 5
<b>GROUP C:</b>	
Heads of Projects	Level 3
Functional analyst	Level 3
Analyst	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
<b>GROUP D:</b>	
Head of Administration	Level 5
Administrative Technician	Level 6
Administrative Officer	Level 8
Administrative Assistant	Level 11
Services Manager	Level 5
Supervisor A	Level 6
Supervisor B	Level 7
Coordinator	Level 8
Trainer	Level 8
Quality Agent	Level 8
Telephone Manager	Level 9
Telemarketer, Operator Specialist	Level 10
Telemarketer, Operator	Level 11
<b>GROUP E:</b>	
Official of Own Trades	Level 11
Assistant for Own Trades	Level 12

### Article 43. Salary increases.

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

- **2015:** 0% (Because the CPI for the year 2014 is negative).
- **2016:** 0% (CPI for the year 2015).
- **2017:** 1,6% (CPI to date for the year 2016) from January 1, 2017.

All salary and extra-salary concepts, included in the previous state collective Agreement for the Contact Center sector, will be increased by a percentage equal to the real CPI for the year due, updating the tables from January 1, 2017.

The companies will be obliged to update the salary tables corresponding to 2017 and to compensate the arrears in the payroll of the following month after the publication of the Agreement in the *Boletín Oficial del Estado*.

- **2018:** CPI for the year 2017 + 0,5%. Guaranteed minimum of 0,6% in reference to the CPI. All salary and extra-salary concepts, will be increased over the 2017 tables in the resulting values and, updated from January 1, 2018.

- **2019:** CPI for the year 2018 + 0,5%. Guaranteed minimum of 0,6% in reference to the CPI. All salary and extra-salary concepts, will be increased over the 2018 tables in the resulting values and, updated from January 1, 2019.

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

### Article 46. Supplements of the job position.

Bonus for languages: It is the one that is perceived by those operations personnel that are required for the development of their activity to use one or more foreign languages, or to use one or more co-official languages of the Spanish State outside the Autonomous Community where said co-officiality is recognized.

The monthly amount of this full-time bonus will be established in the attached salary tables.

For part-time contracts, the bonus will be charged proportionally to the contracted work-day, regardless of the time of use of the language during the same.

### Article 47. Supplements for holidays and Sundays.

1.- Whoever provides services in any of the 14 annual holidays, regardless of the compensation of a paid day off, will receive the payments established in the tables annexed to this Agreement.

2.- The following will be considered Special holidays:

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

These days will be supplemented by the payments contained in the attached tables, regardless of the compensation of a paid day off.

December 24 and 31 starting at 8:00 p.m. will also be considered special holidays, supplementing these with the payments contained in the attached tables, not establishing any compensation with rest.

3.- Whoever lends his services on Sunday, will receive as compensation the payment that appears in the tables annexed to this Agreement.

4.- Sundays and special holidays payments cannot be accumulated, and in the cases of coincidence, the one corresponding to the special holiday will prevail.

### **Article 48. Nocturnal bonus.**

In reference to nocturnal conditions, this will be governed by provisions of the, Workers' Statute.

The personnel that works between 22:00 hours and 06:00 hours in their normal working hours will receive this nocturnal bonus in accordance with the amounts established in the attached salary tables..

### **Article 49. Overtime hours.**

Although the signatory parties of this Agreement agree on the advisability of reducing overtime to the minimum necessary, in the event that these do occur, they establish the following evaluation criteria:

Regardless of the real wages received by the worker, the value of overtime will be the result of applying the percentages that are detailed below to the value of the ordinary hour calculated as follows:

- Ordinary hourly rate equal to salary Agreement in the annual table divided by the actual annual working day.

a) Daytime overtime: in schedules between 06:00 hours and 22:00 hours, these will be paid with an increase of 25% over the value of the ordinary hour.

b) Nocturnal overtime: In schedules between 22:00 hours and 06:00 hours, these will be paid with an increase of 60% on the value of the ordinary hour.

c) Overtime holidays during the day,(not Sundays): in schedules between 06:00 hours and 22:00 hours, these will be paid with an increase of 60% over the value of the ordinary hour.

d) Nocturnal overtime on holidays: on a public holiday (not Sundays), at times between 10:00 pm and 06:00 am, they will be paid with an 80% increase over the value of the ordinary hour..

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

### **Article 50. Vacation compensation.**

The persons affected by this Agreement will receive, as compensation for their annual vacations, the average of what they have received for the holiday, special holidays, Sunday, nocturnal and language supplements indicated in the Agreement, as well as sales and/or variable production incentives, of an ordinary nature, depending on the activity performed derived from the performance of their job. This remuneration will be calculated according to the following formula:

a) Add up the amounts received for the salary supplements indicated in the previous paragraph, of the current year that each worker has received.

In order to avoid duplication in the payment of commissions and/or incentives in the case that, during the enjoyment of the vacations, commissions and/or incentives of those indicated in the

previous paragraph were received, the amounts already perceived by these concepts will not be included in this sum.

b) Divide this amount between 330 days (11 months of 30 days each month understood as the standard month) and multiply it by the 32 days of vacation set in this agreement, or the corresponding proportional part in case of provision of services for less than one year.

The amount resulting from this formula will be paid once in the payroll of January of the following year, except in the event that the affected person leaves the company, for any reason before the end of the calendar year, in which case it will be paid within the corresponding settlement receipt.

Those companies that, prior to the signing of this Agreement, have paid during the period of annual vacation some of the supplements or bonuses mentioned in the first paragraph of this article, will maintain this system, applying this formula exclusively for the other supplements.

### **Article 51. Transportation Bonus.**

An extra-salarial transportation bonus is established for each day of actual work, for those workers who start or end their working day after 24:00 hours (inclusive) and until 06:00 hours (inclusive).

If the start and end occur on the same day within the time frame set in the previous paragraph, the amount set for this bonus shall be doubled.

The amounts set for this bonus will be those established in the attached salary tables.

### **Article 53. 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 that are at all times, and especially those of Law 31/1995, of November 8, Prevention of Occupational Risks, and its development provisions, as well as the Royal Decree 39/1997 approving the Regulation of Prevention Services.

For these purposes, and as complementary to the aforementioned standards, it is understood that there are specific regulations for the Contact Center sector, which are

- Royal Decree 488/97 of April 14 on minimum health and safety provisions, relating to work with equipment that includes display screens, and
- Royal Decree 486/1997 of April 14 on minimum safety and health provisions in workplaces.

Together with the previous regulations, the recommendations contained in the following will be applicable:

- 1.- The technical guide for the evaluation and prevention of risks related to the use of equipment that includes display screens, of the *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 *Instituto Nacional de Seguridad e Higiene en el Trabajo*.
- 3.- The Protocol of medical examinations for users of visualization screens of the *Ministerio de Sanidad*.

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

### **Article 54. Pauses for Data Visualization Screens (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 actual working time, the operations personnel who develop their activity on data visualization screens will have a pause for five minutes for each hour of actual work. These pauses will not be cumulative with each other.

The company will be responsible for the distribution and manner of carrying out such breaks, organizing them in a logical and rational manner according to the needs of the service, without such pauses being able to be delayed, or advanced more than 15 minutes from the required times set for their execution.

### **Article 61 Protection of pregnancy and breastfeeding.**

Without prejudice to the rights established by law, pregnant women, will be entitled to double the breaks established in article 24 for continuous work-days or in any of its sections if it is a split day, starting at week 22 of pregnancy.

### **Article 63. Supplements in the cases of temporary disability.**

1.- In all cases, the improvements agreed upon in the companies or those that are usually applied in them will be respected.

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

3.- Temporary disability in case of illness:

a).- From day 1 to 3, 70% of the agreement salary, with a cap of 9 days a year, and with medical leave.

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

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

In the event that hospitalization occurs, regardless of the day of hospitalization and the duration of the hospitalization, it will be complemented at 100% of the Agreement salary from the first day of the temporary incapacity leave.

4.- The Agreement salary includes the concepts of: base salary, extraordinary payments, normal vacation pay, special holidays, Sundays, nocturnal work and languages bonus.

5.- The personnel is obliged to submit the social security withdrawal within 72 hours, accepting, with prior notice, being recognized by the doctor of the Mutual, in order that they may report on the impossibility of providing service, submitting the discrepancy to the *Inspección Médica de la Seguridad Social*.

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

A Joint Commission will be set up, within the month following the publication of this Agreement, which will operate, during the term of the Agreement, its extension and subsisting conditions periods, as Sectoral Commission for Training, and be composed of four representatives of the organizations trade union signatories of this Agreement, and four representatives of the companies.

**Article 72. Information.**

The companies will give prior communication to the legal representation of the workers about their annual training plan, who will in turn be able to issue reports on it, which in no case will be binding.

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

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

**Article 73. Periods of previous training and continuous training.**

The training period prior to contracting will be understood as finished when the person answers real calls.

When the people contracted must attend training courses on a compulsory basis, the companies will pay the hours used at

the hour-type value corresponding to their salary level.

**Article 76. Hours of legal representation of workers.**

The hours of paid leave that the Workers' Statute may have for the legal representation of workers may be accumulated monthly in one or more members, assuming the voluntary will of the interested persons.

Said accumulation must be for months, and those not used may not be transferred to other months, nor for the set of positions, nor individually, with the exception of the companies in which, based on their census of personnel, they only have one representative person, in which case you can accumulate your hours every two months.

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

For this purpose, the transfer of accumulated hours must be submitted in writing to the company, prior to its use, and duly signed by the transferor and with the acceptance of the transferee. The transfer may be made between the legal representation of the workers, both committee and union, in an indistinct manner.

**Single additional provision. Couples in fact.**

The same rights are recognized that the Convention contemplates for the spouses in marriage, to the persons who, not having married each other, coexist in affective, stable and lasting union, previous justification of these ends by certification of inscription in the

corresponding registry official de facto couples. Said certification may be substituted, in those towns where there is no official registration, by notarial deed.

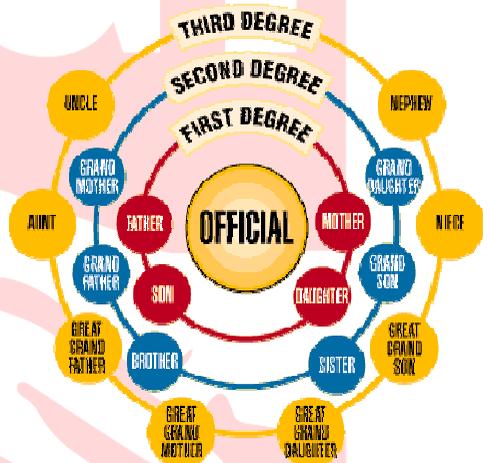
In the event of conflicts of interest with third parties, the recognition of the corresponding right shall be carried out in accordance with the resolution that, in a firm manner, is issued by the competent administrative or judicial authority, in accordance with the current positive ordinance.

**Second additional provision. Sexual harassment.**

The parties affected by this Agreement assume the commitment to ensure that there is an environment free of risk to health in the company and, specifically, for sexual harassment, establishing procedures in companies to file complaints for those who are victims of such deals, in order to get immediate help, using for this the Code of Community Conduct, regarding the protection of the dignity of women and men at work.

MARTA CASANOVA HERNANDEZ  
Traductora-Intèrprete Jurada de INGLÈS  
Nº 9494

## Table of consanguinity



# FeSMC



**Annex I**

<b>Base Salary Table</b>	
<b>Level</b>	<b>Annual Salary 2018</b>
<b>1</b>	35.046,03 €
<b>2</b>	31.760,21 €
<b>3</b>	27.384,36 €
<b>4</b>	23.008,51 €
<b>5</b>	20.271,64 €
<b>6</b>	17.291,67 €
<b>7</b>	16.507,47 €
<b>8</b>	15.684,04 €
<b>9</b>	15.135,11 €
<b>10</b>	14.311,70 €
<b>11</b>	13.684,34 €
<b>12</b>	13.480,46 €

**Annex II**

**Salary Tables 2018 for normal holidays, special holidays, Sundays, Language Bonus, Nocturnal Bonus and Transportation Bonus.**

<b>Normal holiday surcharge</b>	
<b>Level</b>	<b>2018</b>
6	45,09 €
7	43,07 €
8	40,89 €
9	39,45 €
10	37,33 €
11	35,68 €

Surcharge for special holidays	
Level	2018
6	95,63 €
7	91,28 €
8	86,73 €
9	83,68 €
10	79,13 €
11	75,63 €

Surcharge on Sunday	
Level	2018
6	15,53 €
7	14,84 €
8	14,10 €
9	13,60 €
10	12,86 €
11	12,30 €

Language Bonus: 109,78 €/month (full-time).

Nocturnal Bonus: 1,65 €/hour.

Transportation Bonus: 5,50€/day.

**Note:** These amounts are referred to days of 8 hours, obtaining the hour value by dividing the base salary, contained in the tables of Annex I, between the 1,764 hours of maximum annual working day, the proportional part must be calculated in shorter days.

The amounts corresponding to the remaining salary levels, which are not included in this table, except for the matching ones, will be calculated by means of an operation identical to the one followed for this one..

When the holidays are not compensated with a free day, the surcharge will not be paid, and the holiday worked in accordance with Article 49 of this Agreement will be reimbursed.



**Som**

**som drets. som lluita.**

MARTA CASANOVA HERNANDEZ  
Traductora-Intèrprete Jurada de INGLES  
Nº 9494

*Marta Casanova*



**Federació de Serveis, Mobilitat i Consum  
UGT de Catalunya**

**Sindicat d' Oficines**

Rambla del Raval, 29-35, 4<sup>a</sup> planta  
08001 Barcelona  
Tel. **93 304 68 06/03**  
Fax 93 304 68 81

**[fesmc.ugt@catalunya.ugt.org](mailto:fesmc.ugt@catalunya.ugt.org)**

**[www.fesmcutg.cat](http://www.fesmcutg.cat)**