

Translator's note: This translation by Serveis Lingüístics de Barcelona (SLB), was commissioned by the Confederación Sindical de Comisiones Obreras (CCOO) for the benefit of interested stakeholders. Whilst the translation is accurate to the best of our knowledge, it is for informational purposes only and the wording does not have legal value. As stated in the second additional provision in Chapter III of this document: 'In case of doubts or discrepancies in the wording and content of this agreement, the wording in Catalan and the agreements of the Joint Committee shall be followed.'

RESOLUTION TSF/1396/2020, of 8th June, which provides for the registration and publication of the First Autonomous Community Collective Agreement on Non-Regulated Education and Training in Catalonia (agreement code no. 79100215012020)

In view of the text of the Collective Agreement of the Autonomous Communities of Catalonia for non-regulated education and training, signed on 25th May 2020, on behalf of the workers, by CCOO, UGT and USOC, and on behalf of the employers by the Catalan business training organisation (CATformació), and in accordance with the provisions of Article 90.2 and 90.3 of Royal Legislative Decree 2/2015, of 23rd October, which approves the Revised Text of the Workers' Statute Act; Article 2.1) of Royal Decree 713/2010, of 28th May, on the registration and filing of collective labour agreements and accords; Decree 289/2016, of 30th August, on the restructuring of the Department of Labour, Social Affairs and Families; and Article 6 of Law 26/2010, of 3rd August, on the legal and procedural regime of the public administrations of Catalonia,

I resolve:

--1 to arrange for the registration of the aforementioned agreement in the Register of Collective Labour Agreements and Accords of the Directorate General for Labour Relations, Self-Employment, Health and Safety, with notification to the Negotiating Committee.

--2 to arrange for its publication in the Official Gazette of the Generalitat de Catalunya, with prior completion of the relevant procedures.

Barcelona, 8th June 2020

Enric Vinaixa Bonet

Director General of Labour Relations, Self-Employment and Occupational Health and Safety

Verbatim transcript of the text signed by the parties

1st Autonomous Community Collective Agreement on Non-Regulated Education and Training in Catalonia 2020-2023

Preamble

This collective agreement for non-regulated private education and training in Catalonia for the years 2020-2023 has been signed by representatives of the Catalan business training organisation (CATformació) on behalf of the employers, and by representatives of the UGT, CCOO and USOC on behalf of the workers.

Section I

General Provisions

Chapter I

Scopes

Article 1

Territorial scope

This agreement shall be applicable throughout the territory of Catalonia.

Those aspects that could affect the sector, but whose only possible scope of negotiation is State-wide, shall be governed by the applicable State agreement, as a supplementary right.

Article 2

Functional scope

All privately owned companies dedicated to providing private education and vocational training for employment and in general any non-regulated activity (hairdressing and beauty, alternative therapies, languages, computing, artistic and musical, sports, communication, image and sound, health, administrative and business management, prevention of occupational hazards, preparation for public examinations, after-school tutoring and others) shall be affected by this Collective Agreement.

Article 3

Personnel scope

This agreement shall affect all staff who, under an employment contract, provide their services in the companies included in its territorial and functional scope, regardless of who the owner is.

The provisions of this agreement do not apply to the staff referred to in Royal Decree 1382/1985, of 1st August, which regulates the special employment relationship of senior management staff, who shall be governed solely by this regulation and by what is agreed with the company's management.

Article 4

Temporal scope

The temporal scope of this agreement shall be from 1st January 2020 to 31st December 2023, with the exceptions specified in this article and in the transitional clauses.

The withdrawal of this agreement shall be announced with at least two months' notice, otherwise it shall be understood to be extended on a year-to-year basis.

In the event of withdrawal, negotiations shall be opened in the January following its expiry.

The economic effects shall apply for each year of validity retroactively from 1st January.

Chapter II

Joint Committee

Article 5

Composition and operation

A Joint Committee is established as a body for interpretation, mediation, arbitration, conciliation, monitoring and for all matters that may arise in the implementation of this agreement.

This committee shall be composed of 1 member from each union which has signed this agreement and the same number of members from the employer's organisation, the persons who will carry out the duties of president and secretary shall be chosen from among all of these members.

This committee may use the occasional or permanent services of advisors on any matter within its competence. These advisors shall be freely appointed by each of the parties.

Agreements shall be reached by qualified majority vote and contingent on the official representation of each of the organisations. The favourable vote of 60% of the employers' representation and 60% of the trade union representation shall be required for the approval of agreements.

This committee establishes its address, to receive inquiries or for any request for the functions it is entrusted with, at CATformació's headquarters, located at Calle Roger de Llúria number 155, entresuelo. 3, Barcelona (08037). E-mail cparitaria@catormació.org.

The committee shall meet in ordinary session once every six months, and in extraordinary session whenever requested by any of the trade union or employer organisations that have signed the agreement.

In both cases, the call shall be made in writing, at least five working days in advance, specifying the agenda, the date of the meeting and including all the necessary documentation. Only in the event of an emergency, duly recognised by both parties, may the notice period be shorter.

Article 6

Functions

The specific functions of the Joint Committee are as follows:

1. Interpretation of the agreement. This interpretation is extended to the agreements of accession, development and articulation of the agreement in order to guarantee the absence of contradictions between these and the agreement itself, when there is consultation for this purpose and taking into account, among other things, the following guidelines:

1.1.- When a request for intervention is received at the domicile of the committee, it shall be transmitted to the other interested parties, so that each of them may obtain the information it deems necessary.

1.2.- The resolution of the committee shall be made in all cases on the basis of the proposals made by the consulting party. For the relevant purposes, all documentation shall be filed by the Joint Committee and shall constitute an integral part of the resolution itself. The committee shall notify the parties concerned by e-mail of the resolution adopted for each consultation.

1.3 The agreements of the Committee on the interpretation of the Agreement shall have the same value as the text itself in accordance with the provisions of Article 91.4 of the Workers' Statute.

2. To intervene or arbitrate in the handling and solution of all issues and conflicts of a collective nature that may arise within the scope of application of this Agreement or those that, brought by an individual worker, have a solution that can be extended or generalised to a category of workers.

3. Monitoring collective compliance with the agreements.

4. To address in terms of consultation and / or mediation, mandatorily and prior to the administrative and jurisdictional channels, the filing of collective disputes that arise in the companies affected by this agreement due to the application or interpretation derived from it.

5. Powers of application and interpretation of the agreement.

6. The terms and conditions for the notification and resolution of disagreements after the end of the consultation period regarding the modification of working conditions and/or the non-application of the wage regime of this collective agreement in the cases referred to in Articles 41.6 and 82.3 of the Workers'

Statute shall be those stipulated in Articles 52 and 53 of this collective agreement and in accordance with the provisions of the RDLET.

7. Disputes which may arise within the Joint Committee in relation to any of the above competences shall be subject to the mediation and arbitration procedures regulated in the fourth additional provision.

Chapter III

Organisation of work

Article 7

The regimentation and organization of work are the exclusive and specific powers of the employer, and shall comply with the provisions of current legislation at all times as well as with internal regulations that have been adopted.

Section II

Staff

Chapter I

Classification of staff

Article 8

Staff within the scope of this Agreement shall be classified in one or more of the following categories

Category 1. Teaching Staff (TS)

Teacher.

Category 2. Specialist Staff (SS)

Expert.

Careers guidance counsellor.

Consultant.

IT Technician.

Librarian.

Translator/Interpreter.

Category 3. Administrative and Commercial Staff (ACS)

Level I. Head.

Level II. Section Manager.

Level III. Official.

Level IV. Assistant.

Category 4. General Services Staff (GSS)

Level I. Head.

Level II. Official.

Level III. Assistant.

Temporary management categories

1. Director.
2. Deputy Director.
3. Director of Studies.
4. Head of Department.
5. Head of Workplace Health and Safety.
6. Head of Quality.
7. Tutor

The above-mentioned temporary management categories, as well as their specific working hours and salary supplement, shall be maintained for as long as these functions are carried out.

In the event that, for organisational or other reasons, a worker holds more than one post but only works the additional hours for one of them, he or she will receive only the higher of the two extra payments.

The Joint Committee shall recognise all categories not provided for in this agreement.

The definitions corresponding to the different categories are those given in Appendix I, which is an integral part of this Agreement; they are for information purposes only and should not be considered an exhaustive list.

Article 9

Functional mobility

Functional mobility within the company shall be regulated by the provisions of the Workers' Statute and all applicable regulations. Exceptionally, and with the aim of providing some flexibility in the company structure, the workers included in the functional scope of this agreement must perform those tasks required by their superiors, without disregard to their professional dignity. These tasks shall be communicated to the worker and to the legal representatives, if there are any, with a clear indication of the tasks to be performed and their duration, with an automatic end date when the cause that led to them disappears. The company shall ensure that, as far as possible, this mobility does not always fall to the same workers.

Chapter II

Recruitment, probation, vacancies and cessations

Article 10

Contracts overview

The staff affected by this agreement may be hired in accordance with any of the legal means in force at any particular time.

The contract shall be formalised in accordance with the legal provisions in force and especially with regard to temporary contracts and their limitations.

Workers who are hired without any agreement as to the duration of their contracts shall be considered as permanent after the trial period, unless there is proof to the contrary that the position is temporary.

In any event, one of the basic copies of the contract shall be made available to the staff delegate(s) or the Works Council.

Article 11

Recruitment specifications

All contracts shall be governed by the specific regulations in force for each type of contract, with the following exceptions

a) Temporary contract due to production circumstances: it shall have a maximum duration of 12 months within an 18-month period.

b) Contract for the performance of a specific function or service: it is recognised and shall be valid, among other situations, when the companies affected by this agreement sign agreements with third parties, both private companies and public institutions and administrations to provide them with services or teaching courses and to hire workers in order to carry out activities related to the provision of services derived from these contracts or agreements.

These contracts shall have a maximum duration of 4 years.

Temporary contracts may not exceed 60% of a company's staff. Internships, training contracts, interim positions and relief employees shall not be regarded as temporary staff.

c) Internship contract: remuneration shall be 90%, during the whole term, of the remuneration stipulated in this agreement for the relevant professional category.

The trial period shall be the same as that specified in this agreement for the same professional categories.

d) Training contract: the salary shall be that specified in the salary tables for this staff category.

The trial period shall be the same as that specified in this agreement for the same professional categories.

The contract may be drawn up for a minimum duration of 6 months.

e) Permanent seasonal contracts: given the peculiarities of the activity in this sector, companies may use part-time permanent seasonal contracts.

Article 12

Trial period

All new staff, from the moment that this agreement comes into force, shall be subject to a probationary period, which is stipulated below in accordance with their professional category:

1.- For all staff hired on a temporary basis:

a) Teaching staff: 80 working days

b) Specialist staff: 50 working days.

c) Head of administration and section head: 60 working days.

d) Rest of the staff: 30 working days.

2.- For all staff hired on an open-ended contract, the trial period will be 100 working days.

3.- In companies with less than twenty-five workers, the trial period may not exceed three months for workers who are qualified specialists.

In the case of part-time contracts where work is not done every working day of the week, the probationary period may in no case exceed the following limits:

- Sections a) and e) 5 months.

- Sections b) and c) 4 months.

- Section d) 2 months.

This period shall be generally applicable.

Article 13

Vacancies

A vacancy is understood to be the situation produced in the company by the departure of a worker with an open-ended contract as a result of the cessation of the employment relationship.

Vacancies among administrative staff (category 3): vacancies among administrative staff may be filled by workers of the same category and of the next lowest category, except for the posts of head of administration and section head.

Administrative assistants and telephone operators with 3 years' service in the category shall be promoted to administrative officers and, if there is no vacancy, shall continue as assistants with officer's pay.

All changes resulting from this amendment as of 01/01/2020 shall not have retroactive effect.

Vacancies among general services staff (category 4): vacancies among general services staff may be filled by workers in the category immediately below this category, provided that they have the capacity and suitability for the job to be filled, except for the post of head of services.

3.- In the case of new positions or when a vacancy becomes available, and whenever permanent staff cannot take up these positions, preference shall be given to staff with part-time contracts.

If, in the opinion of the company's management, there are no staff members who meet the conditions outlined in the previous sections, the vacancies shall be filled in accordance with the company's needs, at management's discretion.

Article 14

Voluntary cessation

A worker who wishes to voluntarily cease to work for the company shall be obliged to inform the employer in writing, complying with the following terms of notice:

Teaching staff, specialist staff, head of administration and section head, and head of general services: 1 month.

The rest of staff: 15 days.

2.- For staff who hold a management position, one extra month's notice must be given on top of the one month previously stipulated.

Failure by the employee to give the required advance notice shall entitle the company to deduct one day's salary for each day of notice not given.

If the company receives the notice within the appropriate time and in the appropriate form, it shall be obliged to pay the worker the corresponding settlement at the end of the employment relationship. Failure to comply with this obligation shall entitle the worker to be compensated with the amount of one day's salary for each day of delay in paying the settlement, with an upper limit of the number of days' notice required.

Section III

Working day, holidays, breaks, illness, leave, courses, leave of absence and retirement

Chapter I

Working hours

Article 15

General

The working hours in the company shall be calculated on an annual basis.

All workers must work a maximum of 215 working days per year. If the working day is from Monday to Saturday, the annual total of working days will be increased by the same number of Saturdays that you work.

The projected number of days worked annually will be monitored quarterly in order to avoid major deviations that might prevent adherence to this provision. If significant deviations are detected, regularisation may be carried out in periods of less than three months.

The staff must be at their work place at the agreed time and fully prepared to start the work to be done.

In the event of not having worked the necessary indicated hours to complete the agreed annual calculation, these hours will be carried out during the rest of the days of the month or the year, in accordance with the indications of management, until the required number of hours have been worked.

The company may adapt the timetables and days to its needs at any time, taking into account that no more than 8 hours a day may be worked, unless hours have to be recovered to complete the weekly, monthly or annual timetable. The minimum weekly time off will be 1.5 days.

All workers who work a continuous daily shift of more than 6 hours shall enjoy a maximum rest period of 30 minutes, which shall never be counted as effective work.

A split working day is defined as such when there is a minimum rest period of 1 hour, which will never be considered as effective work.

The hours of mere presence in the company will not be considered within the effective working day, unless, by virtue of the schedule established by the Management, the latter deems it so, and they are dedicated to the performance of tasks proper to the worker's professional category and/or others of a similar nature.

The distribution of total hours throughout the year, until the annual calculation of effective working hours is completed, will be the responsibility of the company's management.

The annual number of hours of work for each of the categories affected by this Agreement are those specified in Article 16.

The weekly working days will be distributed in accordance with the needs of the company, generally from Monday to Friday, but those companies that, due to their activity, do so from Monday to Saturday will continue with the same distribution respecting the weekly breaks stipulated in the Workers' Statute. Exceptionally, and whenever there are festivals, meetings, training courses or similar, it will be possible to work on these days (Saturdays, Sundays and public holidays). Those who work on Sundays and public holidays shall have a minimum weekly time off of two days, unless they have been specifically hired to work on these days.

Article 16

Working week

For the sole purpose of calculating part-time working hours the average weekly hours worked shall be deemed to be the following:

Teaching staff: 31 hours per week.

Specialist staff: 38 hours per week.

Administrative and commercial staff: 36 hours per week.

General services staff: 36 hours per week.

For qualified non-teaching staff (to be phased out): 32 hours per week.

Article 17

Flexibility

The company may intermittently distribute throughout the year, 10% of the working hours stipulated in this agreement for each of the professional groups and categories to be phased out, all in accordance with the provisions of Article 34 of the RDLET.

Chapter II

Working hours calculated annually

Article 18

Annual working hours

A general annual work schedule shall be drawn up and made known to the workers' representatives.

The distribution of working hours throughout the year, in order to complete the calculation of hours stipulated in this article, shall be the responsibility of the company's management or the persons to whom it delegates said responsibility.

The maximum number of working hours calculated annually will be:

Teaching staff: 1,300 hours. Of which a maximum of 1,230 will be teaching hours and the rest will be non-teaching.

Specialist staff: 1,620 hours.

Administrative and commercial staff: 1,530 hours.

General services staff: 1,530 hours.

For qualified non-teaching staff (to be phased out): 1,356 hours.

Management categories: 200 additional hours.

The teachers who hold the position of tutor will carry out tasks appropriate to this position within the timetable established for each type of teaching.

Article 19

Teaching hours and non-teaching hours

The teacher's schedule may be divided into teaching and non-teaching periods.

The teaching period is understood to be the period during which the teacher is in direct contact, in person or by telematic means with the students carrying out their work, which consists of oral explanation, group tutorials, testing or putting questions to students.

The non-teaching period is understood to be all that work which is carried out by the teacher which is related to teaching, such as class preparation time, assessment meetings, staff meetings, corrections, project preparation, interviews with students' parents, libraries, teacher training, personalised tutoring with the student or individual interviews, occasional substitutions and other similar situations.

Chapter III

Additional days and overtime

Article 20

Additional days

The annual working days specified here may be increased, for full-time contracts, if required by the management of the company and once the legal representation of the workers has been informed, by the following maximum amounts

- a) For teaching staff: a maximum of 200 hours
- b) For specialist staff: a maximum of 90 hours.
- c) For administrative and commercial staff: a maximum of 180 hours.
- d) For general services staff: a maximum of 180 hours.
- e) For qualified non-teaching staff (to be phased out): a maximum of 354 hours.

50% of the total additional hours shall be compulsory if the worker is given 5 calendar days' prior notice.

The agreement of the worker shall be necessary to increase working hours by the remaining 50% of the additional working hours.

The accumulated hours shall have a single and equal economic value for all workers of the same category and are drawn up taking into account holidays, paid time off, extra pay and any other economic element that may be relevant.

They shall be paid according to the following formula: annual basic salary, specified in tables for each category, divided by the number of hours per year corresponding to each category, increased by 10%.

Under no circumstances shall these accumulated hours be considered as overtime.

The workers who accept this agreement may not work overtime because this is incompatible with the accumulated hours.

The undertaking of these additional hours, in whole or in part, does not create any kind of acquired right and cannot be consolidated in accordance with Article 26.3 of the RDLET.

Article 21

Overtime

Overtime shall be considered to be those hours which exceed, in any event, the working day established in this agreement. The initiative to work overtime lies with the company, and the free acceptance of the worker. These overtime hours shall be paid with a 75% increase on top of the base salary in force at each time or compensated with hours off, grouped into days wherever possible.

Chapter IV

Holiday and paid time off

Article 22

Holidays

All workers affected by this agreement shall be entitled to 22 working days of paid leave per year if they work 5 days a week and 31 calendar days if they work 6 days a week (22 working days + 4 Saturdays) or the proportional part of the time worked if this is less than a year.

They must be taken during periods of lesser business activity, preferably in summer.

In the event of dismissal, the company may choose to grant the outstanding holiday days or to compensate for them financially.

If at the time of cessation, whether voluntary or due to termination of the contract, the worker has taken more holiday days than those that correspond to him/her at that time, they shall be deducted from the corresponding settlement.

For staff who do not work every day of the week, the holiday days set as working days shall be understood to be proportional to the actual weekly working days. He/she will be eligible for the same number of holiday days as the number of working days that he/she works in a month.

The enjoyment of holiday days must in no case reduce the annual working hours agreed upon or stipulated in this agreement, which must be carried out in full, since it has been drawn up taking this situation into account.

The holidays will be counted, for all purposes, from January to December, but given the characteristics of this sector, those companies that had been counting them from September to August will be able to continue doing so.

Once the holidays have been established collectively or individually, or have already begun, they shall not be suspended, nor shall they be modified unless agreed upon by the relevant parties and in the cases specified by law.

Article 23

Paid time off

All staff affected by this agreement shall have the right to 16 working days for 5-day week days or 16 working days plus 3 Saturdays for 6-day week days, to be distributed in accordance with the following rules:

a) 9 working days to be distributed between Easter, Christmas and long weekends

(b) 3 working days chosen by the worker, which shall be communicated to the company 15 working days in advance and which shall be granted unless there is a concurrence of requests or they would cause an organizational problem.

c) 4 working days set by the company

(d) 3 Saturdays fixed by mutual agreement between the company and the worker, for those staff working 6 days a week.

A worker who has not yet been with the company for one year shall be entitled to the corresponding number of days in proportion to the time worked.

For staff who do not work every day of the week on the days established as working days, their time off shall be deemed to be proportional to the full annual working days.

Under no circumstances shall the taking of days off reduce the annual working hours agreed or stipulated in this agreement, which must be carried out in full, as it has been drawn up with this situation in mind.

Article 24

Cessation before the end of the year

Staff who leave during the year shall be entitled to the proportional part of the holidays that they are entitled to by law, according to the time worked during the year.

The company may choose to grant the outstanding leave days before the cessation or to compensate for them financially.

Chapter V

Illnesses and leave

Article 25.

Temporary incapacity

Workers in a situation of temporary incapacity (TI) shall, during the first three months, receive the necessary supplement to make up 100% of their total salary payments, including any pay increases earned during the leave period. If the incapacity continues, up to 100% of the salary will be paid for one additional month for every three years worked in the company, up to a maximum of 7 months in a 12-month period.

Article 26

Birth and adoption

All workers have the right to take leave for the birth of children and adoption in accordance with the provisions of the Workers' Statute and applicable legal regulations in force at the time.

Workers shall be entitled to full pay during the periods of time off stipulated in Royal Legislative Decree 2/2015, of 23rd October, which approves the Revised Text of the Law on the Statute of Workers and regulations implementing the reconciliation of work and family life. When holidays coincide totally or partially with the period of leave for the birth of a child or adoption, they shall be taken immediately after the leave, until the total number of days accrued has been used up, unless there is an agreement between

the parties to take them on different dates, always in accordance with the Workers' Statute and the legal regulations in force at the time.

Article 27

Breastfeeding leave

Workers who breastfeed a child under the age of 9 months shall be entitled to one hour's paid absence from work per working day, which may be divided into two blocks. At their own discretion, they may replace this right with a reduction of the normal working day by one hour for the same purpose.

If unpaid leave is not requested after the accumulation of breastfeeding leave, and by agreement between the parties, this reduction of hours may be accumulated in full days and taken after the period of maternity leave has ended and any holiday has been taken (if applicable).

If a request for unpaid leave is made before the child reaches 9 months of age, the extra breastfeeding days taken will be deducted from the worker's pay, since the worker will have taken days off to which they are not entitled.

The total number of days off for accumulation of breastfeeding hours by mutual agreement, will be 12 calendar days in the case of the worker working every day of the week.

If the applicant does not work every day of the week, the accumulation of breastfeeding days by mutual agreement shall be in proportion to the total working days in the week.

The result of this calculation will be the actual number of days off.

In the event that both parents work in the same company, the management may limit the simultaneous taking of time off for justified reasons communicated to the workers in writing.

In the event of multiple births, workers are entitled to one hour's absence for each child they have, always in accordance with the Workers' Statute and the applicable legal regulations in force at the time.

Article 28

Paid leave

Workers, with prior notice and justification, may be absent from work, with the right to remuneration for any of the following reasons and for the following periods of time:

- a) Fifteen calendar days in case of marriage.
- b) Three days for the death, accident or serious illness, hospitalisation or surgery without hospitalisation that requires home rest, of relatives up to the second degree of consanguinity or affinity.

When, for this reason, the worker needs to travel outside the province, the period will be five calendar days.

Workers who can prove that they are living together in a manner similar to marriage, having been officially recognised as an unmarried couple, shall be entitled to the paid leave stipulated in this section b).

- c) One day for changing your habitual residence.
- d) One day for the wedding of a child, sibling and/or relative in the first degree of consanguinity or affinity.
- e) For the time necessary to fulfil a duty of a public and personal nature, including the exercise of one's right to vote. When a law or convention stipulates a specific period, it shall be necessary to adhere to its provisions regarding the duration of the absence and its financial compensation.
- f) All staff shall be entitled to paid leave of up to 20 hours per year to attend a Social Security medical centre, for themselves and/or to accompany relatives in the first degree of consanguinity, with prior notice and with adequate evidence of the appointment.

In the event that attendance is in order to consult of a social security specialist, it shall not be counted for the purpose of calculating the 80-hour annual limitation.

For part-time workers, the period of paid leave must be proportional to their contracted hours.

- g) To perform trade union or staff representation functions under the terms stipulated by law or convention.

(h) For the time necessary for the performance of prenatal examinations and childbirth preparation techniques and, in cases of adoption or foster care, for the attendance at mandatory information and preparation sessions and for the performance of mandatory psychological and social reports prior to the declaration of suitability, provided that in all cases they take place within the working day.

Article 29

Unpaid leave

All staff affected by this agreement may request up to a maximum of 2 periods of unpaid leave per year, which must be granted on request (except in cases of duly justified emergency) with at least 15 working days' notice:

a) For 5-day working weeks, up to a maximum of 10 continuous working days, spread across the two period of leave.

b) For the 6-day week, up to a maximum of 10 working days plus 2 continuous Saturdays, spread across the two periods of leave.

(c) For working weeks of fewer than 5 days, up to a maximum of as many continuous days of leave as there are working days in 2 weeks, spread across the two periods of leave.

In the event of an application by several workers, if another worker is found to be on leave, or if it is a period of maximum activity, or if it is not possible to find a replacement, the management will have the right decide on the granting of the leave taking into account the needs of the company and shall inform the workers' legal representation.

Chapter VI

Refresher and advanced courses

Article 30

Training

The management of the company may organise advanced training courses throughout the year.

The training may be carried out both in the centre itself and outside it, and both its own and other companies' resources may be used.

If the courses are given outside the working day and the workers undertake them voluntarily, the expenses occasioned from attendance or those that are agreed with the company which are related to registration, travel, residence and maintenance shall be assumed by the company.

If the training courses take place during the working day, these hours shall be counted as effective working hours and attendance is compulsory.

Article 31

Official exams

In order to take official exams, workers shall be given the corresponding leave, shall maintain their salary and will have to provide evidence of both their formal registration and having attended the exams.

Chapter VII

Unpaid leave

Article 32

Types of unpaid leave

Unpaid leave may be voluntary or compulsory, under the terms provided for in the following articles.

In both cases the worker is not entitled to remuneration

Article 33

Forced Leave of Absence

1.- The following shall be grounds for compulsory leave:

(a) Due to appointment or election to a public office which makes attendance at work impossible, and for the duration of the representative office.

b) For the exercise of trade union functions, at the provincial level or higher, provided that the trade union centre to which the worker belongs has sufficient legal representation in the education sector regulated by this agreement and for the duration of the position of representation.

c) To care for one's spouse or a relative up to the second degree of consanguinity or affinity who, due to age, accident, illness or disability, cannot look after themselves and does not carry out any paid activity. This leave of absence shall not exceed two years. The worker shall have the right to having his or her job protected for the first year. After this period, the protection continues to be maintained, but for a position in the same occupational category or equivalent category.

The worker may choose to take the period of such leave in instalments.

d) A 12-month rest period for workers who wish to pursue their professional development after eight years of active employment in the same company, provided that it is not for paid activity in companies involved in the field of education and training.

When the leave is related to the adaptation of the centre to educational innovations, the period of active employment in the company required to take up this possibility will be 4 years.

e) By birth, adoption of a child or permanent or pre-adoptive foster care, which will entitle the protection of the worker's job for up to 3 years.

When both the father and mother work in the same company, the employer may limit their simultaneous exercising of this right, provided that it is generated by the same cause.

The worker may choose to take the period of leave in instalments.

f) In the case of gender-based violence.

2.- A worker on compulsory leave has the right to have his/her job reserved, to accrue the seniority acquired during the period of leave, and to return to the company, without prejudice to what is specified in the previous section for each case.

The worker shall be reinstated on the date of completion of the leave of absence or when the cause that led to the leave of absence disappears. In this case, he/she shall have 30 calendar days to return to the company.

If he/she does not re-join the company as stipulated in the previous section, he/she shall be permanently removed from the company.

4.- Mandatory leave of absence must be automatically granted on presentation of the corresponding supporting documentation.

Article 34

Voluntary leave of absence

Voluntary leave may be granted to the worker upon prior written request; it may be requested by all those workers who have been with the company for at least one year and have not taken this type of leave in the previous four years.

The leave of absence will be granted for a minimum of 4 months and a maximum of 5 years.

2. - A worker on voluntary leave shall only retain the right to re-join if there is a vacancy in the same or a similar job category in the company.

3.- During the period of the leave of absence, seniority will not be accrued.

4.- The worker must communicate his or her intention to return to the company with at least 30 calendar days' prior notice before the end of the period of leave.

Section IV

Remuneration

Chapter I

General Provisions

Article 35

Payment of salaries

The salaries of the staff included in the scope of application of this agreement are stipulated in the salary tables and in their provisions.

Wages shall be paid monthly in arrears, within the first five days of the following month and within the working day. They may be paid in cash, by bank cheque, transfer or other means, after a report to the Works Council or Staff Delegates.

Article 36

Higher level jobs

When staff are entrusted, always for justified reasons, with a function that is superior to their corresponding professional category, they shall receive the corresponding remuneration for the duration of this situation.

If the period of time in this situation is greater than 6 months in one full year or 8 months in two years, the worker may request to be reclassified according to the professional function he/she carries out, except where this is for the purpose of fulfilling the requirements of a degree or other qualification. In these cases, he/she will receive the difference in remuneration between the category assigned and the function he/she actually carries out.

Article 37

Lower-level jobs

If, for unforeseeable reasons, the employer has to assign a worker to tasks corresponding to a lower category than his or her own, he or she may be required to do so only for the time necessary and must maintain the remuneration and other rights corresponding to his or her professional category. This situation shall be recorded in writing in an agreement, specifying the temporary nature of the situation, which in any event shall not exceed the maximum limit of one year; with reference to this article and with the knowledge of the workers' legal representatives.

Article 38

Salary advances

The worker has the right to receive salary advances on account of work done, which may not exceed 90% of the amount of the reported monthly salary.

Article 39

Full days

The tables in Appendix V of this agreement correspond to full time work, which for the different categories are agreed in Articles 15 and the following.

Article 40

Foreign centres

The remuneration of Spanish staff providing services in non-Spanish centres located in Catalonia may not be lower than that received by staff of the same category and functions in another national centre, nor lower than that indicated in this agreement.

Article 41

Accrual of seniority

The starting date for the purposes of calculation of seniority shall be that of the last entry of the worker into the company, except in cases of suspension of contract, which will follow the relevant legal provisions. In cases where the worker has had consecutive contracts or contracts with an interval between them of fewer than 20 days, the accrual shall be calculated from the date of the first contract that meets the requirements.

Article 42

Triennial pay rises

For every three years that have passed, the worker shall be entitled to receive the amount indicated in the wage tables for this purpose. The amount for each three-year period shall be paid in the payroll of the month in which the three-year anniversary falls.

Article 43

Extraordinary payments

1. Every year, the workers included within the scope of this Agreement shall receive, as a periodic and non-monthly bonus, two special bonus amounts, each equivalent to one month's basic salary, seniority and specific allowances. These shall be paid before 1st July and 23rd December. For the purposes of calculating these special payments, the period is set from 1st July to 30th June for the summer pay and from 1st January to 31st December for the Christmas pay.

2. Staff who leave or join the company during the year shall be paid the non-monthly supplements specified above pro rata and in proportion to the time of service.

Article 44

Prorating of extra pay

By mutual agreement between the employer and the workers, the bonuses may be prorated between the twelve monthly payments, if this is not being already done.

Article 45

Proportional remuneration

Workers who are in a multi-functional role shall receive their salary in proportion to the number of hours contracted in relation to the various categories or professional groups in which they are included.

Article 46

Partial day pay

Workers hired to work less than the hours specified in this agreement shall be paid in proportion to the number of hours per week or per year contracted.

For the calculation of the partial days of those teachers who have their working day distributed into teaching and non-teaching hours, the proportion of these days shall be taken into account in accordance with the provisions of this agreement.

Article 47

Night work

Hours worked during the period from 10 p.m. to 6 a.m. shall be considered as night work and their remuneration shall be increased by 25 per cent over the basic wage, unless the wage was originally stipulated on the basis of the nature of the work specifically being night work.

Article 48

Cancellation of classes

In the event that classes are cancelled or the client/student does not show up without prior notice and the teacher/expert does show up and his or her remuneration is specifically set at a price/hour, the value of 1 hour shall be paid. During this period, the company may ask the worker to carry out other work appropriate to his/her professional category.

Article 49

Transport or distance allowance

The extra transport allowance specified in Appendix V applies to all employees.

In the case of part-time staff, this bonus must be proportional to the number of hours contracted.

Article 50

Food, travel and accommodation

If, when required for the provision of the service, a worker has to travel from the place where he or she normally works, the company shall pay all the expenses that this travel may cause, as long as they are directly attributable to the execution of the service.

The conditions under which such journeys must be made shall be set out in the Company Agreement.

The use of one's own vehicle to make the trips specified above will entail the payment of a price per km travelled, at least equal to that stipulated by law.

Chapter II

Specific supplements

Article 51

Supplement by function

Workers who are assigned to one of the management categories described in Article 8 shall receive the temporary management supplement stipulated in the wage tables for the duration of their assignment.

Section V

Conflict resolution procedures

Article 52

Non-application of the working conditions of the agreement

Where there are economic, technical, organisational or production reasons, and by agreement between the company and the representatives of the workers entitled to negotiate a collective bargaining agreement in accordance with Article 87.1, and after a period of consultation under the terms set out in Article 41.4, the employer may elect not to apply the working conditions provided for in this agreement in accordance with Article 82.3 of the Workers' Statute.

The agreement must be notified to the Joint Committee of the Collective Agreement and must determine exactly the remuneration to be received and the working conditions agreed upon by the workers of the company in question, establishing, if necessary and in view of the disappearance of the causes that determined it, a schedule for the progressive convergence towards the restoration of the wage and working conditions stipulated in this collective agreement, without in any event exceeding the period of validity of the agreement or, at most, three years. The agreement of non-application and the planning of the restoration of wage conditions may under no circumstances give rise to the non-fulfilment of the obligations stipulated in this agreement regarding the elimination of wage and labour discrimination based on gender.

Article 53

Substantial changes in working conditions

As regards the regulatory framework, procedure, rights of consultation of workers' representatives and the effects of substantial changes in both individual and collective working conditions, the provisions of Article 41 of the Staff Regulations shall be followed.

Pursuant to the provisions of Article 41.4 of the Workers' Statute, the procedure to be followed for the modification of the conditions referred to in sections 5 and 6 of the aforementioned Article 41 shall be as follows:

At the beginning of the 15-day consultation period, the company shall provide the workers' representatives in writing with the information that justifies the measure and specifically assesses the occupational risks that may be caused by the substantial changes in working conditions that are to be implemented.

By mutual agreement, the consultation period may be extended to a maximum of 30 days.

The parties may also at any time replace, by agreement, the period of consultation referred to in Article 41.4 of the Workers' Statute with mediation and/or arbitration by the Joint Committee of this Agreement.

In the event of disagreement, the decision shall be notified to the workers by the employer after the end of the consultation period and shall take effect within seven days of notification, and the parties must request mediation or, where appropriate, arbitration by the Joint Committee, which must take a decision within seven working days at the latest, or follow the procedures laid down in the fourth additional provision.

However, in the cases of substantial modification of working conditions referred to in Article 41.5 of the Workers' Statute, the application of the mediation and arbitration procedures referred to in the previous section shall not interrupt the application of any modifications ordered by the company's management after the consultation period has expired.

The trade union sections, when they agree to do so, shall intervene as interlocutors with the management of the company in the consultation procedure, provided that they command a majority of the members of the Works Council or among the staff representatives.

In the event of the absence of legal representation of the workers in the company, this responsibility shall be understood to be attributed to the most representative trade unions with the right to form part of the Negotiating Committee of this Collective Bargaining Agreement, unless the workers decide to attribute their representation to a committee made up of the workers of the company itself, appointed in accordance with the provisions of Article 41.4 of the Workers' Statute.

Section VI

Welfare regime

Chapter I

Occupational health and safety

Article 54

General Provisions

The companies and staff affected by this agreement shall comply with the provisions on health and safety at work contained in Law 31/1995 on the Prevention of Occupational Risks, and other applicable general provisions. To this end, at the beginning of the school year, the company may request a medical check-up of the workers from the Catalan Health Institute, or through its own or external prevention services.

Companies, in accordance with current regulations, will facilitate the creation of anti-harassment protocols and will respond to any complaints that may arise in this area.

Article 55

Risk prevention

All companies shall ensure compliance with occupational risk prevention regulations and provide the necessary tools for workers to comply with them, all in accordance with the provisions of the Workers' Statute.

Chapter II

Social improvements

Article 56

Loyalty or tenure award

Workers shall be entitled to a loyalty or tenure bonus from the moment they have a minimum of 15 years of service in the company and have reached a minimum of 60 years of age.

When the worker fulfils these two requirements, he/she may apply for this bonus in a single payment at the time of his/her choosing.

The award will be three bonuses for the first 15 years of service and another bonus of the same amount for every 5 years worked which exceed the first 15 years at the time of the request for payment. Under no circumstances will proportional parts of these 5-year periods be counted.

The value of one bonus payment shall be equivalent to the basic monthly salary of the worker who requests it.

In the event that the worker requests this bonus while in a situation of partial retirement, the bonus amount will be that which would correspond to him/her for being employed by the company without taking into account the reduction in working hours due to partial retirement.

The amount of this bonus will be that which has been accrued at the time of applying for it and shall be paid with the salary of the month following the application.

In the event that several workers request the award in the same year or there are proven economic difficulties, the parties shall agree on payment within 12 months.

Article 57

Work clothes

The company shall provide the necessary work clothes once a year, when their use is compulsory during working hours. Workers must keep them in perfect condition and return them when, for any reason, their employment relationship ends.

Article 58

Support for children of workers

The companies within the scope of this agreement shall maintain a study aid scheme for the children of their workers, when they work at least half of the full-time working hours, based on the following criteria:

- a) Preference for a place whenever the characteristics and conditions of the centre allow it.
- b) The right to at least a 50% discount on the prices stipulated for teaching on organised and running courses, as long as such students do not exceed 20% of the students registered.

Article 59

Civil responsibility and accident insurance

All companies must have two insurance policies that guarantee cover for civil liability and individual accident coverage for all staff affected by this agreement.

Companies shall notify the workers' representatives of the specifications of said coverage and the procedures to be followed in the event of a claim.

All company staff registered in the general social security system through accreditation by the RNT reports must be insured, as well as all workers on forced leave, except those included in article 32.1.a), even if they appear in the RNT of the centre.

As a minimum, the guarantees of the policies reviewed shall be as follows:

Civil liability

This covers exclusively professional actions, it includes bail and criminal defence but excludes risks that can be insured by automobile cover, any material damage that is not a direct consequence of the material and/or physical damage guaranteed by this policy, the risks included as required by law and risks excluded by the insurance companies. Accident liability per claim up to 300,000 EUR.

Individual accidents

In the event of an accident suffered by the insured person(s), whatever the cause, both in the exercise of their profession and in private life, anywhere in the world and without any other exclusions than those legally stipulated and those normally included by insurance companies. Insured capital in the event of death 19,000 EUR, insured capital in the event of total permanent disability 12,000 EUR, absolute disability 20,000 EUR and major disability 30,000 EUR.

Chapter III

Trade union rights

Article 60

Absences

The worker, with notice and justification, may be absent from work with the right to remuneration, in order to carry out trade union or staff representation functions under the terms legally stipulated in this agreement.

Article 61

Non-discrimination

No worker may be discriminated against on the grounds of his or her trade union membership, for expressing his or her opinions freely, or for publishing and distributing publications of labour or social interest, provided that he or she informs the company of this and as long as it does not disturb the normal course of work.

Article 62

Representation of staff delegates

The staff representatives shall jointly represent, before the employer, the workers for whom they were elected and shall have the same powers as those stipulated for Works Councils.

Article 63

Representation of Works Councils

The Works Council is the representative and registered body for all the workers in the company or workplace and works to defend their interests, and shall be created in each workplace where there are 50 or more workers on contract.

Article 64

Competencies

The staff delegates, trade union delegates and members of the Works Council shall enjoy all the powers, rights and guarantees stipulated by the Workers' Statute, the LOLS and other applicable legal provisions.

Article 65

Right of assembly

The right of workers to meet on company premises shall be guaranteed, provided that the normal functioning of the company is not disturbed and, in any event, in accordance with current legislation. The meetings must be communicated to the director or representative of the company with due notice, specifying the matters included in the agenda and any people planning to attend the meeting who do not belong to the centre.

In order to guarantee this right to all staff, companies may regulate the working hours of the day to enable non-teaching staff to attend these assemblies.

Article 66

Union fees

At the request of workers who are members of a trade unions, centres may deduct union fees directly from workers' paychecks to be paid into the current account specified by the relevant trade union.

Article 67

Absence due to agreement negotiations

Trade union delegates or national officers of centres established in the sector at national level who are still working in a centre and have been appointed as members of the Negotiating Committee (and provided that the centre is in the sector affected by the negotiation or arbitration) may, with notice and justification, be absent from work with pay for participation in negotiations on future agreements or in the sessions of the Joint Mediation, Arbitration and Conciliation Committee.

Section VII

Misdemeanours, penalties, infringements

Chapter I

Misconduct

Article 68

Types of offences

Three types of misconduct are established for the staff affected by this agreement: minor, serious and very serious.

The following are minor offences:

- 3 unjustified instances of lateness in a 30-day period.
- 1 unjustified lack of attendance at work.
- Finishing work before the stipulated time without justified cause up to 2 times in a 30-day period.
- Failure to notify the company of or failure to provide the paperwork, confirmation or discharge report relating to temporary incapacity leave, in due time. Also not providing any other required document when missing work for a justified reason, unless it is clearly impossible to do so.
- Negligence in the delivery of grades on the agreed dates, in attendance taking and in student discipline.

The following are serious offences:

- 4 or more and up to and including 9 unjustified punctuality offences committed in a 30-day period.
- 2 or 3 unjustified absences from work in a 30-day period.
- Finishing work before the stipulated time without just cause 3 or more times in a 30-day period.
- Failure to comply with labour obligations in accordance with current legislation.
- Public arguments with colleagues at the school that harms the image of the school staff in the eyes of the students.
- Serious misconduct towards a student and/or his or her family members.
- Repetition of minor faults.
- Failure to comply with the orders and instructions of the company or its delegated staff, in the regular exercise of their managerial powers, including those relating to the prevention of occupational hazards in accordance with the training and information received.
- Significant neglect in the use and/or conservation of the goods or supplies and materials of the company.
- The undue private or personal use by the worker, in contravention of business rules or instructions on this matter, of the computer, telematic or communication means provided by the employer, for means unrelated to the work and professional activity for which he or she is hired and for which these working tools have been provided.

The following are very serious offences:

- 10 or more unjustified failures of punctuality committed in a 30-day period.
- 4 or more unjustified absences from work in a 30-day period.
- The unjustified and repeated abandonment of teaching duties.
- Serious disrespect and mistreatment, in word or deed, of any member of the school's educational community.
- Sexual or moral harassment of the employer, other employees or students on the grounds of racial or ethnic origin, religion or belief, disability, age or sexual orientation or gender.

- The serious breach of labour obligations in accordance with current legislation.
- Repeated serious misconduct, if committed within 6 months of the first offence.
- Removing, disabling or causing damage to materials, tools, apparatus, installations, buildings, equipment and company documents.
- Theft, robbery or embezzlement committed within the company.
- Repeated failure to comply with the orders and instructions of the company, or its delegated staff, in the regular exercise of their managerial powers, including those relating to the prevention of occupational risks in accordance with the training and information received, if this would clearly hinder the company's work or would result in a significant damage to the company or other workers.
- Attending or remaining at work under the influence of alcohol or drugs, or their consumption during working hours.

Article 69

Prescriptive periods

The prescriptive period for offences committed by workers is 10 days for minor offences, 15 days for serious offences, and 50 days for very serious offences, counted from the date on which the company becomes aware of the offence, and in any event following 6 months from the date on which the offence was committed.

Chapter II

Sanctions

Article 70

Type of sanction

The maximum penalties that may be imposed in each case, depending on the degree of the offence committed, are as follows:

For minor offences: verbal warning, written warning, suspension from work with no salary for up to 3 days.

For serious offences: suspension from work with no salary for up to 15 days, with this being noted in the employee's personnel file.

For very serious offences: suspension of employment with no salary for up to 30 days, notice of dismissal which may be accompanied by suspension of employment and salary. Dismissal.

All sanctions shall be communicated in writing to the worker, specifying the date and the specific reason for them. The workers' representatives shall also be informed in the event of very serious offences being committed.

Article 71

Reduction

The Management of the centre, bearing in mind the circumstances of the event and the subsequent conduct of the worker, may reduce the penalties for minor, serious and very serious offences, in accordance with current legislation.

Chapter III

Employer infringements

Article 72

Employer infringement

Omissions or actions committed by the company's representatives or managers that are contrary to the provisions of this agreement, and other legal provisions, will be considered as labour violations.

The contracted staff, through the trade union representatives, will in the first instance try to correct the alleged infringement by appealing to the employer's representation.

If, within 10 days of notification to the employer's representative, there is no solution or the solution is not to the satisfaction of the complainant, the latter may initiate proceedings before the Joint Conciliation, Arbitration and Interpretation Committee, which must announce its verdict within a maximum of 20 working days from receipt of the complaint.

Either party may request a ruling by the labour inspectorate or the Ministry of Labour.

In any event, the provisions of current legislation will be taken into account.

Transitional provisions

First. Salary increases

For the years 2020 and 2021 the wages set out in Appendix V shall apply.

For the remaining years of validity, within the fourth quarter, the Negotiating Committee will be convened to agree on the increases for each of these years and to draw up the corresponding salary tables.

Second. Assimilation of categories

The companies, in accordance with their needs and interests, during the term of this agreement, will adjust the basic and three-year salaries of all workers who hold the categories of assistant teacher, workshop or laboratory teacher, head of department, head of kitchen, head of dining room and cook to those of the new level-category which they are assimilated into, in such a way and manner that by 01/01/2023 they are fully equivalent.

Third. Categories to be phased out

Those workers whose category has disappeared from the agreement and who are not assimilated into any other (workshop or laboratory assistant, security guard or instructor, dishwasher, apprentice, porter and non-teaching graduate) shall receive a % increase on their corresponding basic salary: in 2020 (2%), in 2021 (2.5%), provided that they are not assimilated and the new professional categories/levels can apply to the Joint Committee for assimilation, if there is no agreement between the company and the worker concerned.

Fourth. Classification of staff

While this agreement is in force, all those companies or workers who are unsure about their position in the new classification of staff or about their adaptation to the new content of this agreement must contact the Joint Committee and attach the necessary documentation for analysis. The committee shall then provide a ruling on the consultation submitted.

Fifth. Civil responsibility and accident insurance

Companies must bring their civil liability and accident policies into line with Article 59 of this agreement before 01/01/2021.

Additional provisions

First. Extension of the agreement

The economic conditions, in the case of automatic extension of the agreement because it has not been withdrawn, will be negotiated to come into effect as of January 1st of each year of extension.

Second. Interpretation

In case of doubts or discrepancies in the wording and content of this agreement, the wording in Catalan and the agreements of the Joint Committee shall be followed.

Third. Wage implementation

The salary tables will be in force as of 01/01/2020 and companies must apply them and pay 50% of the arrears generated within three months of their publication in the DOGC and the remaining 50% within 8 months from their publication in the DOGC.

The salary tables and their effects will only be applicable to those workers who are registered with Social Security at the time of their publication in the DOGC.

Fourth. Labour Court of the High Court of Catalonia

The parties agree, for the resolution of labour conflicts of a collective or plural nature that may arise, to submit to the conciliation and mediation procedures of the Labour Court of the High Court of Catalonia; if arbitration is chosen, this is mandatory.

All trade unions and business associations that have signed this agreement may participate in all conflicts that are brought before the Labour Court of the High Court of Catalonia.

Fifth. Non-application to new categories and new hires

That which is provided for in and related to Article 56 shall not be applicable to contracts signed after 01/01/2008, nor to new contracts, nor to all the categories of new creation in this Agreement that were not included in the 8th Collective Agreement on Private Education in Catalonia.

That which is provided for in and related to Article 42 will not be applicable to contracts made after 01/01/2008, to companies that applied the *Acuerdo de Eficacia Limitada* (Limited Effect Agreement), or after 01/01/2020, to companies that applied the 8th Collective Agreement on Private Education in Catalonia. Neither will it be applicable to new hires, nor to all the newly created categories in this agreement that were not included in the 8th Collective Agreement on Private Education in Catalonia.

Sixth. Compulsory retirement

The signatories, in order to favour generational change or any other measure aimed at favouring the quality of employment and providing a response to what was agreed prior to this agreement, agree:

To make it possible for the employment contract to be terminated when the worker reaches normal retirement age, in accordance with current legislation, provided that the requirement is met that the measure must be linked to coherent employment policy objectives for the transformation of temporary contracts into permanent contracts, part-time contracts into full-time contracts, or the permanent hiring of new workers.

All this is in accordance with the 1st final provision of RDL 28/2018 of 28th December (BOE of 29/12/2019), which modifies the 10th additional provision of the TRET, approved by RDL 2/2015 of 23rd October.

Seventh. Termination of the 8th Collective Agreement on Private Education in Catalonia

The signing of this Collective Agreement of General Effect renders the 8th Collective Agreement on Private Education in Catalonia null and void, and this is replaced in its entirety by the 1st Non-Regulated Education and Training Collective Agreement of Catalonia.

Eighth. Removal of the monitor category

The category of monitor, established in the 1st Autonomous Community Collective Agreement of Limited Effect in Non-Regulated Education and Training in Catalonia, will be regulated, for economic purposes, by the SMI (Minimum Interprofessional Salary) in force at any given time.

Ninth. Accumulation of union hours

The parties to this agreement undertake, when it is withdrawn for the purpose of negotiating another agreement, to discuss the possibility of including the accumulation of union hours in the articles of the new agreement.

Tenth. Negotiating Committee

A Permanent Negotiating Committee is created with the aim of keeping this agreement up to date throughout its validity, in the face of all those legislative variations that may occur and affect its content.

Its functions will also cover the development of the necessary content in the equality plans to be drawn up by the companies affected by this agreement.

Agreements shall be reached by qualified majority vote and are contingent on the official representation of each of the organisations. The favourable vote of 60% of the employers' representation and 60% of the trade union representation shall be required for the approval of agreements.

This committee establishes its address, to receive inquiries or for any request for the functions it is entrusted with, at CATformació's headquarters, located at Calle Roger de Llúria number 155, entresuelo. 3, Barcelona (08037). E-mail cparitaria@catormació.org.

The committee shall meet on an ordinary basis once every six months, and on an extraordinary basis whenever requested by any of the trade union and employers' organisations that have signed the agreement.

In both cases, the call shall be made in writing, at least five working days in advance, specifying the agenda, the date of the meeting and including all the necessary documentation. Only in the event of an emergency, duly recognised by both parties, may the notice period be shorter.

Final provisions

First. Indivisibility

The conditions agreed in this agreement form an indivisible whole and for the purposes of its practical application shall be considered universally and together in their entirety.

If the competent jurisdiction, in the exercise of its powers, were to annul, invalidate or contest any of the pacts contained in this agreement, it would be rendered without practical effectiveness in its entirety, and its entire contents would have to be reassessed.

The negotiating parties shall consider whether the rest of the approved text is valid on its own, or whether further renegotiation is necessary, be it full or partial.

In such a case, the parties to this Agreement undertake to meet within fifteen days of the date on which the relevant resolution becomes final, in order to resolve the problem raised.

If, within 60 days of the date on which the resolution in question is signed, the signatory parties do not reach an agreement, they undertake to set a schedule of meetings for the negotiation of the agreement in its entirety.

Second. Absorption

The agreed economic improvements and compulsory increases may be absorbed by those that may be established by legal provision, by agreement and by those that, on a voluntary basis, are being paid by the companies when this agreement comes into force, during its validity and its extensions. The total remuneration that, at the moment of entry into force of this agreement, is being received by the staff concerned, may not under any circumstances be reduced by the application of the rules that are herein stipulated.

Regarding the rest of situations and as a whole, the most beneficial conditions enjoyed by workers individually and collectively shall be respected.

Third. Individual or company agreements

Those companies that have reached, before the signing of this agreement, an agreement with their workers to apply working conditions different from those stipulated in this agreement, either directly or by reference to the previous agreement in Catalonia, shall respect the aforementioned conditions during the time this agreement is in force.

Fourth. Consideration of gender

All references in this Agreement to workers shall be deemed to refer to persons, whether men or women.

Appendix I

Definition of categories

Category 1.- Teaching staff

1.- Teachers: are those who, meeting the conditions and academic qualifications required by legislation to teach the corresponding educational level, carry out their educational activity in the development of the programmes, within the pedagogical or didactic framework established by the centre, in accordance with current legislation.

It includes the old categories of:

- Senior teacher. Head of workshop or laboratory.
- Assistant teacher, assistant or workshop/laboratory teacher. 2nd transitional provision.

Category 2.- Specialist staff

Specialist staff: the person who carries out a specialised and/or advisory function, corresponding to their qualifications and/or experience, either directly with the students or generically in the companies.

Expert: a specialised professional, with or without a qualification, who can organise, advise, develop and prepare teaching and support material and provide teaching and other similar functions, in accordance with their specific knowledge, qualifications and professional experience as required by the action or training programme.

2.- Careers guidance counsellor: the person who, with the specific and necessary qualifications and experience, is responsible, among other functions, for guiding students in possible career opportunities.

3.- Consultant: the person who, in possession of the specific and necessary qualifications, performs the specific function for which he/she has been hired, and can draw up, manage, coordinate and advise on projects and programmes, among other functions.

4. IT specialist: the person who, with the specific and necessary qualifications and experience, can install, manage, develop and maintain the company's and/or its clients' IT systems, as well as the company's image on the Internet through any platform or media such as the corporate website, blogs and social networks. All this under the supervision of a superior.

5. Librarian: the person who, being in possession of a university degree in Library Science and Documentation (subsequently a Degree in Information and Documentation), exercises the specialized technical functions to create, organize, maintain and disseminate the collection and services of a library.

6. Interpreter/Translator: the person who is responsible, on a general and permanent basis, for the translation of texts and written documents and/or oral interpretation between two or more languages.

Category 3.- Administrative and commercial staff

Level I. Head: the worker who, with or without powers, reporting directly to the General Management or the Administrative Management, is directly responsible for the administrative and/or commercial department of the company and/or for the direction and management of one or more departments and services.

It includes the old categories of:

- Secretary.

Level II. Section Head: the worker who, with or without powers, reports directly to the head of administration and/or commercial services or other person in charge, if applicable, and is directly responsible for one or more services.

It includes the old categories of:

- Administrator.
- Head negotiator. Transitional provision 2.

Level III. Officer: a worker who acts under the orders of a manager, if applicable, and reports directly to him/her, carrying out bureaucratic tasks, management, sales, IT, accounting, writing and correction of work, and other similar tasks that require initiative and responsibility.

It includes the old categories of:

- Editor-corrector.
- Commercial agent.

Level IV. Assistant: a worker with initiative and restricted responsibility who acts under the orders of a person in charge, or an officer, if applicable, and who carries out bureaucratic, reception, switchboard and/or library work that requires general knowledge of administrative techniques. He/she may also be dedicated to the promotion and sales of courses, mainly from the company.

It includes the old categories of:

- Telephone operator.

Category 4. General services staff

Level I. Head: the person who takes care of the coordination and control of the staff of one or more sections (cleaning, dining room, warehouse...) distributes the service paying utmost attention to the centre's premises and is responsible, where relevant, for the objects, utensils and material necessary for the operation of the service.

It includes the old categories of:

- Concierge and housekeeper.
- Head of kitchen. Transitional provision 2.

Level II. Officer: a worker who acts under the orders of the head of services, if applicable, and under his/her responsibility develops, with the utmost perfection, tasks of a trade or service in general, such as maintenance, repair and conservation of facilities, furniture, equipment, etc.

It includes the old categories of:

- Pastry chef, first class officer, first class special driver.
- Cook and head of the dining room. Transitional provision 2.

Level III. Assistant: a worker who acts under the orders of a superior, if applicable, and with sufficient training is responsible for the maintenance, repair and conservation of the company in jobs that do not require qualified knowledge, and carries out the tasks of a trade or characteristic service.

It includes the old categories of:

- Warden.
- Doorman.

- Office junior.
- 2nd Officer.
- 2nd driver.
- Kitchen assistant.
- Guard or night guard.
- Maintenance or gardening employee.
- Dining and cleaning service.
- Sewing, washing and ironing.
- Waiter and porter.
- Unqualified staff.

Temporary official categories

In accordance with legal regulations or the coordination needs of each company, there will be positions of responsibility, coordination or command of a non-vested nature that will be assigned complementary salaries and a specific work timetable. These supplements will be received while the corresponding task is being carried out and will cease to be received when these functions are no longer being carried out.

The quantities of the supplements are set out in Appendix V.

By way of information, and without exclusion, each centre can adapt the names of the posts in its business.

The positions specified are as follows:

Director: the person who, commissioned by the owner of the centre, directs and coordinates all the activities of the company towards the achievement of the educational project, in accordance with the provisions in force and the ideology of the centre; guides and supervises all aspects of the educational and management activities, carries out other functions that are entrusted to him/her and can take on the functions of the pedagogical and/or administrative director.

2. Deputy Director: the person who assists and, if necessary, replaces the director in his/her functions.

3. Director of Studies: the person who, meeting the conditions and academic qualifications required by law, is responsible for the development of the pedagogical framework of the courses; he or she is delegated by the Director of Education to coordinate the teaching staff in all matters relating to the academic system and is responsible for drawing up timetables.

4. Department Head: the person who directs and coordinates the research, programming and teaching of the disciplines corresponding to his/her department.

5. Workplace Health and Safety Officer: the person responsible for reviewing the assessment of risks in the cases required by the legal system, in particular, if it were necessary, because of harm that has occurred to the health of workers. He/she carries out the activity of monitoring and assessing the implementation of preventive activities derived from the assessment, with the frequency required by the existing risks. He/she assesses the effectiveness of integrating occupational risk prevention into the company's general management system through the implementation and application of the occupational risk prevention plan in relation to preventive activities, and includes it in the company's annual activity report. He/she advises the employer, the workers and their representatives and the specialised representative bodies, under the terms stipulated in the applicable regulations.

6. Quality Manager: the person in charge of the joint creation (in conjunction with the departments reporting to him/her), supervision, modification and distribution to the different users of the company, of all the standardised documentation (manuals, procedures, registers and lists). Supervision of the work of the other departments, as well as of the degree of fulfilment of the established objectives and the timescales established for their achievement. Liaising with clients to evaluate the fulfilment of the services offered by the company and the degree of satisfaction with them.

7. Tutor: the teacher in charge of individual and group pedagogical follow-up. He/she programmes the placements in companies, and monitors, evaluates and controls the practical training phase in the work centres.

The teachers who hold the official category of tutor will carry out tasks appropriate to this position within the timetable established for each type of teaching.

Appendix II

Equivalency chart

In order to present the staff categories, the following list of equivalencies is established between the professional categories that will be applicable from the signing of this collective agreement, and those existing up to this point which will be maintained in the stipulations of their employment contract:

Categories 2007	Categories 2019
Senior teacher	
Workshop or laboratory manager	Teacher
Assistant teacher, workshop or laboratory teacher	(Transitional provision 2)
Instructor, guard, educator	To be phased out (transitional provision 3)
Workshop or laboratory assistant	
Head of administration or secretariat	Level I Head of Administration
Administrator	Level II Section Head
Head of Negotiation	(Transitional provision 2)
Official	Level III administrative officer
Editor-proofreader	
Commercial agent	
Assistant	Level IV Administrative Assistant
Telephone operator	
Concierge and housekeeper	Level I head of services
Head of kitchen	(Transitional provision 2)
Pastry chef, 1 st officer, 1 st special driver	Level II services official
Cook and head of dining room	(Transitional provision 2)
Warden, doorman, office junior, second driver	Level III Services Assistant

2 nd official kitchen assistant	
Guard or night guard, maintenance or gardening, dining room and cleaning service, sewing	
Waiter and service person	
Laundry and ironing and unqualified staff	
Pot washer, apprentice or porter	To be phased out (transitional provision 3)
Non-teaching graduate	To be phased out (transitional provision 3)

For information purposes, the definitions of the professional categories to be replaced by those in this agreement will be maintained on a transitional basis.

1.- Administrative staff:

a) Editor/proofreader: the person who supervises the texts provided by the teachers or management in order to ensure that they are correctly written and subsequently edited and/or printed.

b) Commercial agent: the person dedicated to the promotion and sale of the courses given by the company under the supervision of their manager.

2.- General services staff:

a) Concierge: the person who attends to the needs of the centre and the reception of visitors and ensures the conservation of the premises and organises the messenger service and support staff.

b) Housekeeper: the person in charge of the coordination of the cleaning, kitchen and dining room staff. In the event that there are no heads of these departments, he/she organises the service in order to take best care of the centre's premises, taking responsibility, if necessary, for household items, keys, linen, supplies and assorted domestic materials.

c) Head of kitchen: the person who manages all the kitchen staff and is responsible for the proper functioning of the catering service.

d) First class officer: the person who, with experience in the corresponding professions, exercises them with great perfection, carrying out general work and those jobs that involve special difficulties.

e) Driver: the person who, holding the relevant driving licence, is responsible for driving vehicles and their day-to-day maintenance.

f) Cook: the person in charge of the preparation of the food, taking responsibility for its good quality and presentation, as well as for the cleaning of the facilities and kitchen equipment.

g) Warden: the person responsible for order and the behaviour of the students with regards to correct use and conservation of the centre's facilities. He/she is also in charge of the supervision and entertainment of the students in non-teaching activities. In the first cycle of Infant Education he/she is responsible for the supervision, personal cleanliness and entertainment of the pupils in non-teaching activities.

h) Caretaker: the person who performs, among other things, the following tasks:

Cleaning, care and conservation of the area entrusted to him/her.

Monitoring of the premises and the staff entering and leaving, ensuring that order is maintained.

Punctual locking and unlocking of the access doors to the premises and all buildings that form part of the centre.

He/she takes care of deliveries and notifications, and transfers them punctually to their addressees.

Responsible for turning the lights on and off in the common areas.

He/she is responsible for the day-to-day functioning of utility meters, heating units and other equivalent common equipment.

- i) Office junior: the person who deals with orders, errands, etc.
- j) Kitchen assistant: the person who, under the orders of the cook, assists him/her in his/her functions.
- k) Second officer: the person who, without reaching the specialisation required for higher-level work, carries out the work corresponding to a particular trade with sufficient effectiveness and efficiency.
- l) Security guard or night guard: he/she is the person who, during the day or during the night, is in charge of the security of the buildings and grounds and who, if necessary, stands in for the porters with the task of locking and unlocking doors. The night guard, if necessary, is responsible for ensuring that the residents behave in an orderly manner during the night.
- m) Maintenance and gardening staff: the person who, having enough expertise, is dedicated to the care, repair and conservation of gardens and common areas.
- n) Dining room and cleaning staff: the person who fulfils either or both of these functions within his/her working day. He/she will also maintain order and ensure the safety of the students during mealtimes and during the previous and subsequent activities. The number of hours to be dedicated to each function may be stipulated in the contract, when applicable.
- o) Sewing, washing and ironing: the person who attends to any of these functions within his/her working day at the centre. In those cases where the worker currently fulfils one or more of these tasks, these situations will be respected. In the case that one task of this category is carried out (sewing, washing and ironing) and one from the previous category (dining room and cleaning) the number of hours dedicated to each one of these tasks shall be specified in the contract.
- p) Unqualified staff: those workers who carry out activities which cannot properly be considered a trade.

Appendix III

Representation in state agreements

In view of the link to the state-level agreements referred to in Article 1, the parties to this agreement expressly agree that, for the purposes of negotiating future state-level agreements, the signatories to this agreement may provide representation for their respective stakeholders before the corresponding state bodies.

Appendix IV

Negotiation period

The parties to this agreement agree that, once the agreement has expired and during the period existing until the signing of another agreement that replaces it, all the regulatory clauses of this agreement will continue to be in force, in accordance with current legislation.

Appendix V

Salary tables 2020-2021

Wage tables 2020

These tables are made up of 14 payments over the year

Category	Salary per month	Annual salary	Triennial
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Teaching staff			
Teacher	1,319	18,466	32
Specialist staff			
Expert	1,756	24,584	-
Careers Guidance Counsellor	1,209	16,926	-
Consultant	1,319	18,466	-
IT Technician	1,319	18,466	-
Librarian	1,209	16,926	-
Interpreter/Translator	1,209	16,926	-
Administration			
Level 1 Head of Administration	1,346	18,844	31
Level 2 Section Manager	1,247	17,458	28
Level 3 Administrative Officer	1,082	15,148	26
Level 4 Administrative Assistant	977	13,678	26
General services			
Level 1 Head of General Services	1,251	17,514	26
Level 2 Service Officer	1,084	15,176	26
Level 3 Service Assistant	1,040	14,560	26
Transport allowance (Article 49)			
(11 monthly payments)		Monthly amount	Annual amount
Categories 1, 2, 3 and 4		60	660
Monitor-greeter		6	66

Temporary management categories	Monthly amount	Annual amount
Director	300	4,200
Deputy Director	250	3,500
Director of Studies	240	3,360
Head of Department	150	2,100
Head of Workplace Health and Safety	100	1,400
Quality Manager	100	1,400

Salary tables 2021

These tables are made up of 14 payments over the year

Category	Monthly salary	Annual salary	Triennial
Teaching staff			
Teacher	1,352	18,928	32
Specialist staff			
Expert	1,800	25,200	-
Careers Guidance Counsellor	1,239	17,346	-
Consultant	1,352	18,928	-
IT Technician	1,352	18,928	-
Librarian	1,239	17,346	-
Interpreter/Translator	1,239	17,346	-
Administration			
Level 1 Head of Administration	1,380	19,320	31
Level 2 Section Manager	1,279	17,906	28
Level 3 Administrative Officer	1,109	15,526	26
Level 4 Administrative Assistant	1,002	14,028	26
General services			
Level 1 Head of General Services	1,281	17,934	26
Level 2 Service Officer	1,111	15,554	26
Level 3 Service Assistant	1,066	14,924	26
Transport allowance (Article 49) (11 monthly payments)			
Categories 1, 2, 3 and 4		60	660
Monitor- Greeter		6	66

Temporary management categories	Monthly amount	Annual amount
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Director	300	4,200
Deputy Director	250	3,500
Director of Studies	240	3,360
Head of Department	150	2,100
Head of Workplace Health and Safety	100	1,400
Quality Manager	100	1,400