

VIII COLLECTIVE AGREEMENT

Educational and Non-Formal Training

Edita:

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CHAPTER I. Scopes

Article 1°. Territorial Scope

The current Collective Agreement will be applied in all the territory of the Spanish State. In the Agreements of inferior scope that could be negotiated as from the signing of the current Agreement, the following issues will be specifically excluded from negotiation: probationary period; classification of professional groups, except in the aspects that need adaptation to the scope of the company; disciplinary framework and the minimum regulations on safety and hygiene at work and on geographical mobility.

Article 2°. Functional scope

The current Agreement will cover all private companies engaged in teaching and non-formal training, either on-site, distance, partially on-site or online. Companies with authorisation to teach the contents regulated by the Organic Law 2/2006 on Education are specifically excluded from the functional scope of application of the current Agreement.

Article 3°. Time scope

The duration of this Agreement will be until 31st of December 2018. It will come into force the date it is published in the Official State Gazette and its economic clauses will be applied with retroactive effect on the 1st of January 2014, with the exceptions outlined in article 29 and Transitional Provision number 2.

Companies will have three months from the publication of the Collective Agreement in the Official State Gazette to pay any backpay that may be due.

Pay for 2018 should be negotiated before the 31st of December 2017.

The parties are obliged to denounce the current Agreement two months before the end of its validity. In the event the denouncement is not carried out, it will be extended every year by tacit agreement. If the Agreement is denounced, the parties are committed to initiate conversations within a month before expiry or extension of the same. Until the signing of the new Agreement, the previous one will be in force.

Article 4°. Personnel scope

The current Agreement covers all staff with a work contract, hired by the companies included in the functional scope.

CHAPTER II. Joint Committee

Article 5°. Creation of the Joint Committee

In the month following the publication of the Agreement in the Official State Gazette, a committee will be created for the interpretation, mediation, arbitration and monitoring of the Agreement. Among its powers, a main one is recognising any professional grade currently existing as equivalent to those established in the Agreement, as well as correcting any possible error in the publication of the Agreement.

In the first session, meeting places will be established, and a President and Secretary appointed. The functions respectively assumed by the will be convening and moderating meetings, preparing minutes of the same, and registering and filing the issues discussed. These tasks will be alternated. This committee will be composed of the representatives of the signatory organisations involved in the Agreement, without taking into consideration for this purpose the President and the Secretary. The Joint Committee establishes its registered office, for the reception of questions, at the following address:

COMISIÓN PARITARIA ENSEÑANZA Y FORMACIÓN NO REGLADA (C/ Jacometrezo, 15. 5° M. 28.013 MADRID)

Article 6°.- Functioning

The Joint Committee will meet every three months and extraordinarily when the majority of the organisations from one of the parties so request. In both cases, the announcement of the meeting will be posted or sent by email, with a minimum of 10 working days, indicating the agenda, the date, the hour and the place of the meeting, and enclosing all necessary documents. The agreements of the Joint Committee will be made by weighted voting based on the representativeness of each organisation at the negotiating table, requiring the approval of the majority of both employer and union representatives. The President and Secretary can speak but not vote. If the parties accept voluntarily its arbitration, the decision of the Joint Committee is binding.

CHAPTER III. Work organisation

Article 7°. Constitución y funciones

Labour organisation and discipline in these companies is of the exclusive competence of the individual or legal owners, adapting their performance to what has been established in the legislation in force and to internal provisions, having consulted previously the legal representation of the workers.

CHAPTER IV. Hiring and Professional classification

Article 8°. Hiring

General norms

Workers affected by the current Agreement can be hired in accordance with any legal modality established at each moment.

The contract will be formalised following the legal provisions in force.

Workers hired by the company without any specific modality concerning duration will be considered permanent once the probationary period has ended, except when there is evidence which demonstrates the temporary nature of the same. Permanence will also be considered for those workers who, throughout a period of thirty months, have been hired for more than twenty four months, with or without interruption, for the same or different positions within the same company or group of companies, covered by two or more temporary contracts, whether directly or through temporary employment agencies, with the same or different contractual modalities of fixed duration, all of this in accordance with what has been established at each moment by the legislation in force.

The conditions outlined in the previous paragraph will not be of application for the use of training, substitution and provisional contracts, temporary contracts used under the auspices of public programmes for work placements, or temporary contracts used by registered social insertion enterprises when the objective of such contracts is considered an essential part of a personalised insertion plan.

Workers without a written contract, unless it is proved their relationship is not labour related, once the probationary period has ended, will be considered permanent, as well as those who, after legal prorogations, continue to work in the company.

In the event of legislative changes which affect the hiring scope, the Joint Committee will meet to develop appropriate changes, and will convene a meeting of the Negotiating Commission to approve the changes.

1. PART-TIME CONTRACTS

Workers with part-time contacts will have preference in order to increase their working hours through the use of extra-complementary hours by up to 45% of their contracted hours, in the case the work is needed by the company and the workers meet the requirements needed for the work. This will occur when it is specifically agreed by the worker and the worker's ordinary hours are not fewer than an average of 10 hours per week, calculated over one year.

Any agreement on extra-complementary hours can be agreed at the time of signing a part-time contract or posterior to the signing, but in all cases, it will be an agreement specifically in relation to the contract.

The agreement must be formalised in writing and the employer will only be able to demand the work is done when the agreement has been expressly accorded with the worker.

The agreement on extra-complementary hours must include the number of extra-complementary hours work that will be required by the employer.

Notwithstanding agreements on extra-complementary hours, workers with permanent part-time contracts of not fewer than an average of 10 hours per week, calculated over one year, may be offered by the employer the option of doing extra-complementary hours. These hours will be voluntary and cannot exceed 22% of the worker's contracted hours.

These hours will not be used in calculating the percentages of written agreements for extra-complementary hours.

The worker will be able to choose to stop doing extra-complementary hours by giving 15 days' notice once one year has passed since the signing of the contract in the case of any of the following circumstances:

- The need to take care of family responsibilities as listed in Article 37.6 of the Workers' Statute
- Training needs so long as the incompatibility of timetables is demonstrated
- Incompatibility with another part-time contract

The refusal of the worker to agree to do extra-complementary hours, whether by written agreement or voluntary hours, will not be a sanctionable disciplinary offence.

The working day of part-time workers will be registered on a daily basis and a monthly total will be given to each worker, along with their payslip, with a summary of all the hours worked during each month, including both ordinary working hours and extra-complementary hours. In the case that these obligations are not met, it will be assumed the worker's contract is full-time, unless there is other proof of the part-time nature of the work.

The number of extra-complementary hours worked, and payments associated should be shown in the individual worker's payslip and in documentation showing Social Security contributions.

When a part-time contract includes a working day, which is shorter than that of a full-time worker, and this is carried out non-continuously, it will only be possible to have a single interruption to the working day.

In all cases, the sum of contracted hours and extra-complementary hours, including those by written agreement and those which are voluntary, will not exceed the number of hours a day, a week, a month or a year of those worked by a comparable full-time worker.

Part-time workers cannot do extraordinary hours, with the exception of the circumstances referred to in Article 35.3 of the Workers' Statute.

The conversion of a full-time contract into part-time and vice versa will always be voluntary for the worker and cannot be imposed unilaterally, or as a consequence of a substantial change to working conditions under the scope of Article 41.1.a) of the Workers' Statute.

The worker cannot be dismissed nor suffer any other type of sanction or prejudicial effect for refusing to accept this type of conversion, notwithstanding the measures, in accordance with those in Article 51 and 52.c) of the Workers' Statute, that can be adopted for economic, technical, organisational or production reasons.

2. TEMPORARY CONTRACT AS A RESULT OF PRODUCTION CIRCUMSTANCES

When the fixed-duration contract envisaged in section 1.b) of article 15 of the Workers' Statute is agreed on between companies and workers affected by the current agreement, it will have a maximum duration of twelve months within a sixteen-month period. The said period of sixteen months will be taken into consideration from the date of the cause or circumstances that justify its use.

In the case that this contract is agreed on for a period inferior to twelve months, it may be extended through mutual agreement without the total duration of the contract exceeding said maximum limit. At the end of this contract, the worker has the right to receive severance pay in accordance with the legislation in force.

3. CONTRACTS FOR CARRYING OUT A SPECIFIC TASK OR DETERMINED SERVICE

Their object is to carry out a specific task or service with autonomy and own substantiveness within the activity of the centre. The contract should specify precisely the nature of hiring and identify clearly the work or task in question. The duration of the contract will be the time needed for carrying out the work or service, without exceeding, under any circumstances, the maximum period established in the Workers' Statute. To implement the previous paragraph, the contract for specific work and services will be identified and valid when the companies imparting education affected by this agreement sign contracts with third parties (both with private companies of any field and public institutions and authorities of any sphere) to offer teaching services or courses and hire workers to develop activities related to the provision of services derived from such contracts or agreements. The identification of contract for work or service as described in the previous paragraph will not be in detriment to any other implementation or use of the said modality of labour hiring legally permitted. At the end of this contract, the worker has the right to receive severance pay in accordance with the legislation in force.

4. PLACEMENT CONTRACTS

A placement contract can be carried out with university graduates, occupational training students having acquired intermediate or advanced levels and students with qualifications officially recognised as equivalent in accordance with the laws regulating the education system in force,

or professional certificates as envisaged in Organic Law 5/2002 of 19th June, on Qualifications and Vocational Training which allow them to be practiced professionally within the five years following the end of the corresponding studies or seven years in the case of a disabled worker, as is envisaged in Article 11 of the Workers' Statute.

These contracts will be signed by the company and the placement worker in accordance with the following regulations and, additionally, legislation in force:

1. The duration of the contract will not be shorter than six months or longer than two years. The parties can agree on up to two extensions, without exceeding the total duration of two years. Under no circumstances will the duration of each extension be shorter than six months.

2. The situations of temporary incapacity, risk during pregnancy, maternity, adoption, custody aspiring to adoption or fostering, risk during lactation and paternity will interrupt the calculation of the contract duration, and company and worker will, as far as possible, draft a written document attached to the contract establishing the new periods of the contract.

3. By virtue of the same qualifications or professional certificate, only one placement contract, with its respective extensions, will be signed. For this purpose, bachelor's degrees, master's degrees and, if applicable, PhD's, corresponding to university studies will not be considered the same qualifications, except if the first placement contract is signed when the worker already has advanced qualifications.

4. The retribution will be 80% the first year and 90% the second one of the retribution established in the Agreement for the corresponding professional category.

5. The probationary period of this contract modality will be one month for intermediate qualifications or professional certificate level 1 and 2 and two months for advanced qualifications and professional certificates level 3. If the worker, at the end of the contract, continues in the company, the probationary period cannot be signed again, counting the duration of placement as seniority in the company.

TRAINING AND APPRENTICESHIP CONTRACTS

The objective of training and apprenticeship contracts will be to provide professional qualification to workers in the context of a sandwich course of paid work in a business with training provided within the vocational training for employment system or the education system. The workers who can take up these contracts will be more than 16 years old but younger than 25 years old (or younger than 30 years old until the unemployment rate falls below 15% according to the second transitory provision of the Workers' Statute, of the consolidated text approved by Legislative Royal Decree 2/2015, of

23rd October who do not have professional qualifications recognized by the vocational training for employment system or the education system required in order to work with a placement contract.

The age limit will not be applied when the people contracted are disabled, or are part of a socially excluded group as defined by Law 44/2007, of 13th December, for the regulation of insertion company schemes, in the case that they are contracted by an insertion company and are qualified and active in the corresponding administrative register, or in the cases of contracts signed with participants in the employment and training projects (article 10.b. of Legislative Royal Decree 3/2015).

These contracts will comply with the following clauses:

1. The minimum duration of the contract will be six months and the maximum two years. This duration can be extended up to three or four years if the worker is disabled, provided that the worker has not completed educational cycles corresponding to compulsory schooling or the theoretical and practical training which allows him/her to receive the necessary qualifications to carry out the job. The parties can agree on up to two extensions, without exceeding the said maximum duration of two years or, if applicable, three years. Under no circumstances will the duration of each extension will be shorter than six months.
2. The situations of temporary incapacity, risk during pregnancy, maternity, adoption or fostering, risk during lactation and paternity will interrupt the calculation of the contract duration, and company and worker will, as far as possible, draft a written document attached to the contract establishing the new periods of the contract.
3. Time dedicated to theoretical training will not be less than 15% of the maximum working hours envisaged in the Agreement for the job.
4. The remuneration of the worker will be the minimum guaranteed interprofessional wage, independent of the tranche dedicated to theoretical training.
5. The probationary period of this contract modality will be one month. If the worker, at the end of the contract, continues in the company, the probationary period cannot be signed again, counting the duration of the previous contract as seniority in the company.
6. At the end of the contract, the employer will give the worker a certificate which states the duration of theoretical training and the level of practical training acquired.

The issues not specifically regulated in this Agreement for training contracts will comply with the legislation in force.

5. INTERMITTENT-PERMANENT CONTRACTS

Given the peculiarities of the non-formal teaching sector, the companies affected by the current Agreement can sign “intermittent-permanent” employment contracts with their workers or replace temporary contracts, either in the full-time or part-time modality, in accordance with article 16.4 of the Statute of the Workers’ Rights and other applicable legislation.

6. CONTRACTS FOR THE DISABLED

Companies with more than 50 workers must guarantee the reserve of at least 2% of the workforce for people with a degree of disability greater than 33%, in accordance with Article 42.1 of Legislative Royal Decree 1/2013 of 29th November, which approves Recast Text of the General Law of rights of people with disabilities and their social inclusion.

Article 9°. Business Succession and Subrogation of Staff

Article 44 and other concordant parts of the Workers' Statute will be followed with regards to business succession.

In the case of private businesses which manage public sector centres, when the concession of the contract is given to a new business because of the end of the concession and the subsequent tendering process, or for any other change to the management of the service, the new subrogating business will assume responsibility for all the rights and obligations of the workers who have current work contracts with the outgoing business which began a minimum of three months previously.

To implement the subrogation outlines in this section, the following procedure should be followed:

1. The incoming business should communicate through irrefutable means to the outgoing business, its condition as the new provider of the service.
2. The outgoing business will notify the workers of the change of concession holder, and indicate the name of the incoming business
3. The outgoing business will provide the incoming business and the legal representatives of the workers, if the business has them, the following documentation at least 10 calendar days before the start of the service under the incoming business:
 - Information regarding the subrogated employees, with their personal and work details
 - Copies of work contracts of the workers in question
 - Copies of the last three pay slips of the workers in question
 - A certificate showing that social security payments are up-to-date
 - Photocopies of the TC/2 forms from the last four months

Article 10°. Probationary period

The probationary period established for workers hired in accordance with the current Agreement will last six months in the case of workers with a university degree, occupational training degree or degrees officially recognised as equivalent, and two months for the rest of workers.

This period will count as seniority in the company.

Article 11°. Professional Classification

With the objective of adapting the professional classification of the previous Collective Agreement to that outlined in Article 22 of the Workers' Statute and the reality of the sector for non-formal education and training, a new professional classification is established which will substitute the current system in place and will be exclusively based on professional categories.

The new classification is based on existing professional groups, including in each of them the different types of job. For this purpose, the previous categories will be converted into the new jobs.

The personnel who provide services in organisations and work centres affected by the current agreement will be classified into four professional groups defined by their level of responsibility and professional skills. Each professional group is included in an area appropriate to its jobs.

The personnel will be placed in one of four professional groups, according to the level of professional responsibility, general skills used, functions, place in the organigram and the academic or professional qualifications needed to carry out their work.

From the publication of the current Agreement in the Official State Gazette, it will not be possible to contract staff using the previous professional categories, the contracting entities will be obliged to contract according to professional group and specific job.

The personnel hired in the companies affected by this Agreement will be integrated in one of the following groups only have an expository purpose and if the company does not need them, it is not obliged to hire workers for all of them.

In any event, companies which have not hired at least one worker as a permanent teacher, will not be able to hire workers as assistant or associate teachers.

GROUP I: TEACHING STAFF

The following jobs will be included in this group:

- Permanent teacher
- Workshop teacher
- Assistant or Associate teacher
- Online assistant teacher
- Instructor or expert
- Social counsellor

GROUP II: ADMINISTRATION STAFF

The following jobs will be included in this group:

- Administration manager
- Senior clerk
- Junior clerk
- Guidance specialist
- Assistant clerk
- Editor - proofreader
- Sales representative
- Telesales representative
- Recruiter

GROUP III: SERVICE STAFF

The following jobs will be included in this group:

- Person responsible for the warehouse
- General Services employee
- Non-teaching assistant
- Monitor

GROUP IV: NON-TEACHING STAFF

The following jobs will be included in this group:

- Non-teaching graduate

Article 12°. Definition of professional skills for different jobs

PROFESSIONAL GROUP I: TEACHING STAFF

Permanent teacher: This is the person who, having all the conditions and qualifications required by legislation, practices the teaching profession and develops the programmes established in the centre in the different modes of delivery – on-site, distance and online.

Workshop teacher: This is the person who, having all the necessary knowledge teaches his/her subject in socio-cultural programmes.

Assistant or Associate teacher: This is the person who collaborates with the permanent teacher and is supervised by him/her.

Online assistant teacher: This is the person who collaborates with the permanent teacher and is supervised in his/her online training activity.

Instructor or expert: This is the person who teaches in accordance with his/her specific knowledge and meets the needs that this training specialism requires.

Social counsellor: This is the person who, having specific qualifications and/or preparation, carries out the functions corresponding to his/her training.

GROUP II: ADMINISTRATION STAFF

Administration manager: This is the person who is in charge of administrative management and/or the secretariat of the company.

Senior clerk: This is the person who, being hired as such, has the knowledge and command of a specific function within the administration and management area of the company.

Junior clerk: This is the person who, being hired as such, lacks sufficient experience to carry out without supervision his/her task or cannot hold the senior clerk post because the company does not have a vacancy or does not require the command or specialisation attached to the position of senior clerk.

Guidance specialist: This is the person hired by the management to guide the students of the centre into possible job opportunities.

Assistant clerk: This is the person who carries out administrative and bureaucratic functions, takes care of the library, answers the telephone, attends the reception and is responsible for the remaining services related to the Department of Administration and Management.

Editor- proofreader: This is the person who supervises the texts provided by teachers and management, aimed at correct editing for subsequent printing.

Sales representative: This is the person dedicated to the promotion and sale of the courses offered by the company, directed and supervised by the owner of the company.

Telesales representative: This is the person who promotes and sells the company's courses by telephone/online, directed and supervised by the company owner.

Recruiter: This is the person who carries out the work of accompanying, motivating and assessing people asking for work, collecting information about the labour market, designing individual learning plans, contacting companies about possible opportunities and so on.

GROUP III: SERVICE STAFF

Person responsible for the warehouse: This is the person who, being hired as such, is in charge for the provisioning, care and distribution of the material needed in the company for the development of its own activity.

General Services employee: This is the person responsible for the cleaning of the facilities and furniture, maintenance of the same, equipment, distributes material that the business needs to carry out its activity etc.

Non-teaching assistant: This is the person chosen by the management to attend and give assistance to students in training or cultural events or programmes.

Monitor: This is the person chosen by management to attend and give assistance to users.

PROFESSIONAL GROUP IV: NON TEACHING STAFF

Non-teaching graduates: This is the person who, having specific qualifications, carries out the function for which he/she has been hired.

Article 13°. Functional positions

These can be:

- Head teacher
- Deputy head teacher
- Director of studies

Article 14°. Definition of functional positions and features

These categories will be carried out by those workers chosen by the management of the company to develop the corresponding functions. The category and treatment will be maintained while carrying out these functions. Thus, none of the rights acquired will be consolidated.

Head teacher: This is the person chosen by the company to manage, guide and supervise activities and workers.

Deputy head teacher: This is the person who replaces the Head teacher when absent.

Director of studies: This is the person who, in possession of the necessary conditions, is entrusted by the management to carry out the tasks of pedagogical coordination, scheduling of the academic timetable and discipline of teachers and students within the centre.

Article 15°. Functional mobility

Functional mobility can be done within the same professional group when qualification and work experience requirements are met and the dignity of the worker is respected.

In the case of functions being carried out, whether superior or inferior, which do not correspond to the professional group, this will only be possible if it is justified by organizational or technical reasons, and only for the time absolutely necessary.

When functional mobility happens within the same professional group and covers a post with a higher salary, the worker will have the right to receive the pay corresponding to this post but maintaining the pay of the original post if the new position has a lower level of pay.

The company must notify the Legal Representatives of the Workers, if there are any, of any cases of functional mobility, prior to it being done.

Functional mobility because of a decision of a victim of gender violence, workplace bullying or sexual harassment.

Victims of gender violence which is officially recognized will have preferential rights to take over a different position, in the same professional group, that is vacant in the company. The company will inform the victim of gender violence of any vacant positions that arise.

In the case of workplace bullying or sexual harassment recognized by a final court ruling, the company is obliged to move the worker to another position within the same professional group and with the same pay.

Article 16°. Termination of service

When the worker is dismissed by the company, the latter must ensure that what has been legislated to the effect is upheld. If the worker resigns, the latter must give notice to the company through a written document at least 30 days in advance.

In case of breach, the company will be able to deduct from his/her settlement two days of salary for each day's delay in notice, up to a maximum of 30 days. If the company receives notice in due time and form, it will be obliged to pay the worker the corresponding settlement.

The breach of this obligation will entail the right of the worker to be compensated with two days salary for each day's delay in the payment of his/her settlement, up to a maximum of 30 days.

In the case of access to civil service, notice can be carried out within seven days after the publication of successful candidates.

CHAPTER V. Working day, holidays, leave, promotion, leave of absence, maternity

Article 17°. Working day

1) The maximum annual working hours for the workers of the current Agreement will be:

- Group I: 1.446 hours.
- Group II, III: 1.715 hours.

Calculation of functional positions: 200 hours based on the annual calculation established for the pertinent group.

For a more convenient organisation of work, a reference module of 34 hours per week for Group I and 39 hours per week for Groups II, III and IV has been established.

However, the company may choose another week distribution in terms of the activity, necessities, nature of the contract, etc. in accordance with legislation in place at all times.

The hours of actual presence will be considered as effective working time, given that management has taken this fact into account when establishing the schedule, and this time is dedicated to teaching or tasks of a similar nature.

2) The hours exceeding those established in the Agreement or agreed upon in the case of a shorter working day will be considered overtime. Overtime will be the result of a mutual agreement between parties, taking into account legal limitations established to the effect. Payment will be carried out every month or at the end of the contract, as applicable.

The company will take into consideration the legal limitations established in relation to the working day. 20

3) Provision of services on holidays by workers attached to the activities “Spanish for foreigners” and “socio-cultural and spare time programmes”. In the activity “Spanish for foreigners” and Socio-cultural and spare time programmes”, in order to attend to the requirement of the service or for technical or organisational reasons, workers totally or partially attached to this activity can exceptionally work on Sundays, holidays and labour or public holidays, as long as such a service has been previously agreed upon by the company and the affected workers. These hours will be paid, or compensated for if applicable, as established in the agreement between company and worker, as long as the weekly rest envisaged in article 37.1 of the Statute of Workers’ Rights is observed.

If company and worker do not agree on payment or compensation for the hours worked on holidays or labour and public holidays, company management, taking into account organisational reasons and observing article 37.2 of the Statute of the Workers' Rights and other applicable legislation, may opt between:

- a. Pay the hours worked in accordance with regulations in force.
- b. Grant the equivalent to a paid day off for each complete working day rendered on the circumstances described above. This compensatory rest should be taken according to the schedule established for this purpose by the company, i.e. within four months of the original service.

The previous compensatory rest system cannot be applied nor demanded by employees hired specifically for working on holidays or public holidays.

Article 18°. Holidays

All workers affected by the current Agreement will take one month paid holidays every year or the proportional part of the time worked. They will be taken in the periods with less business activity, preferably in summer. For this purpose, the company will establish at least two months beforehand the schedule, the shifts, etc. This will be established in accordance with labour legislation in force.

Group I will also take at Easter and Christmas the holidays given by the company to students. In the event of working at Easter and/or Christmas, the worker from this group will have the right to compensation consisting of two days paid leave and one day if classes have been received at Easter; it is the company which establishes when these days should be taken, based on the organisational needs of the company.

Groups II, III and IV will take holidays at Easter and Christmas during the days the company suspends its non-teaching activities or at least 4 working days per year.

Article 19°. Leave

1. The worker has the right to the following paid leave:
 - a. Fifteen days for marriage or unmarried couples legally registered as such in the autonomous community where they live. In all cases, leave should be notified 15 days beforehand. The couple can take this leave once they are married or when they begin life in common.
 - b. Three days for the birth of a child, decease, serious accident or illness, or hospitalisation of a relative within the second degree of consanguinity or affinity, and two more days if the worker has to travel to a non-neighbouring province or island or another country.
 - c. One day for marriage of a relative within the second degree of consanguinity or affinity.
 - d. For trade union or personnel representation work in the terms legally established.

e. For carrying out antenatal examinations and birth preparation techniques, having previously notified and justified their occurrence during the working day.

f. One day for moving home.

g. For the time necessary to fulfil an unavoidable public personal duty.

h. Two days for a surgical operation without hospitalisation requiring rest at home of relatives within the second degree of consanguinity or affinity and two more days if the worker has to travel to a non-neighbouring province or island or another country.

2. All workers affected by the current Agreement may request 15 days' unpaid leave per year with 20 days notification. If the request coincides with another worker's leave, management will decide on approval taking into account the needs of the company.

Article 20°. Promotion and Vacancies

Assistant clerks will be promoted to the position of junior clerks, provided that there is a vacancy and they fulfil the conditions of the job established jointly by management and workers' representatives.

Assistant clerks with four years' seniority and satisfactory performance, if there is no vacancy for the category of junior clerk, will have the right to receive the salary which corresponds to this position.

1. Vacancies in group I will be covered by the personnel of lower positions of the same group when, in the opinion of the owner, they fulfil the necessary conditions. 22

2. If nobody in group I applies for the previous vacancies, workers in groups II, III and IV will have priority when, in opinion of the owner, they fulfil the necessary conditions.

3. Vacancies in the service department. Vacancies will be covered by the workers in the position immediately below them, provided that they have the abilities to carry out the vacant job in the opinion of the owner.

4. In the case of new hiring or vacancies, provided permanent staff cannot cover these jobs, personnel with part-time contracts will have priority.

Article 21°. Leave of absence

1. When granting leave of absence, companies will follow labour legislation in force.

2. In accordance with the legislation in force, aimed at promoting conciliation between family and working life, all workers affected by the current agreement have the right to ask for leave of absence of up to three years to take care of children, biological, adopted or fostered, either permanent or pre-adoptive, despite the provisional nature of these conditions, counting from the date of birth or, if applicable, from the judicial or administrative decision. During the first year of leave of absence, all

workers have the right to maintain their job. Once this period is over, the reserve will only refer to the professional group or equivalent category. Likewise, the workers affected by the current agreement may request leave of absence of up to two years to take care of a relative within second degree of consanguinity of affinity who, due to age, accident or illness, cannot manage on their own and do not carry out a paid activity.

Leave of absence considered in this section, which may be taken at separate moments, constitutes an individual right of workers, both men and women. However, if two or more workers of the same company exercise this right for taking care of the same individual, the employer may limit simultaneousness due to the running of the company. The periods in which workers are taking leave in accordance with what is established in the previous sections will be counted as seniority in the company

Article 22°. Conciliation of family and working life: maternity, paternity and adoption

1. Workers have the right to receive total salary during maternity leaves, in accordance with legislation in force and the following conditions:

In the case of birth, suspension will have the duration of sixteen uninterrupted weeks, and may be extended in the case of multiple births to two weeks more for every other child. The suspension period will be distributed at will of the mother, provided that six weeks are taken immediately after the birth.

In the cases of adoption, custody aspiring to adoption and fostering, in accordance with article 45.1 d) of the Statute of Workers' Rights, suspension will have a duration of sixteen uninterrupted weeks, and could be extended in the case of multiple adoption or fostering to two more weeks for every other minor.

According to article 48.7 and 45.1.d) of the Statute of Workers' Rights, in the cases of birth of a child, adoption, custody aspiring to adoption or fostering, a worker has the right to contract suspension for paternity of four uninterrupted weeks, which could be extended in the case of multiple birth, adoption, custody aspiring to adoption or fostering by two more days for every other subsequent child.

This suspension is independent of the shared maternity leave periods regulated in sections 4 and 5 of Article 48 of the Workers' Rights Statute.

In the case of birth, suspension corresponds exclusively to the other parent. In the cases of adoption, custody aspiring to adoption or fostering, this right will only correspond to one of the parents, at their choice. However, when leave regulated in article 48.5 is taken by one of the parents, the right of paternity suspension will be exercised by the other. The worker should duly notify the employer of the exercise of this right in the terms established.

Everything not regulated specifically in this article should comply with the legislation in force at the time.

2. Workers who have requested lactation leave for a child younger than nine months have the right to be absent from work for one hour that can be divided in two fractions.

The person using this right, at their will, may replace this right with a reduction in their working day of one hour for the same purpose or accumulate it in complete working days, in the terms envisaged in the legislation in force.

This leave can be used by either the mother or the father if they both work. The hours and how maternity leave, regulated in this section, is taken within the ordinary working day corresponds to the worker. The worker must notify, 15 days beforehand, the date the ordinary working day will be resumed.

In addition, the worker will be able to substitute the right outlined in the previous paragraph by accumulating the time in complete days continuing on from the end of the suspension of contract for maternity. This will work in practice for a worker who applies for it in them being given 15 days paid leave.

3. The worker who, due to legal custody, has to take care of a minor younger than 12 years of age or a person with a disability who does not carry out any paid activity, has the right to a reduction of the working day between a minimum of an eighth and a maximum of the half of the latter. This will entail a proportional decrease of salary.

The worker who has to take care of a relative up to the second degree of consanguinity or affinity who, due to age, accident or illness, cannot manage on their own and does not carry out a paid activity, may also request the exercise of the previous right.

The hours and how the working day reduction will be taken correspond to the worker, within the ordinary working day. The worker must notify the employer, 15 days beforehand, the date the previous working day will be resumed.

If two or more workers of the same company exercise this right for taking care of the same individual, the employer may limit simultaneous exercise due to the running of the company. The worker must notify the employer, 15 days beforehand, the date when he/she will return to his/her daily working day.

4. Workers who are to be parents, in the months previous to birth, may reduce their working day if the same is not flexible or adapt it to attend birth preparation classes, which will imply a proportional decrease of salary, without losing any other labour rights. This reduction will be established jointly by the management of the company and the worker.

5. Parents and workers adopting or fostering one or more minors, either permanent or pre-adoptive, suffering from cancer or a serious illness and requiring long-term hospitalisation and/or continuous treatment, will also have the right to reduce their working day with the proportional decrease of their salary.

6. Everything not specifically regulated in this article should comply with articles 37 and 48 of the Statute of Workers' Rights, as well as Law 3/2007, of the 22nd of March, for the Effective Equality of Women and Men.

CHAPTER VI. Updating and improvement

Article 23°.

When the company organises improvement courses and the workers, voluntarily, receive them, enrolment, transport, accommodation and maintenance expenses, if applicable, will be responsibility of the company.

If the course takes place within the working day, these hours will be counted as effective working hours in the working year.

Ongoing training will be carried as envisaged in the National Agreement of Training for Employment for the sector of private teaching or the agreement which replaces it and is in force at the time.

The organisations which did not sign the mentioned agreement but compose the bargaining table of the current agreement, are members of the Joint Committee of Private Teaching, constituted for on-going training and, as such, will always participate when the former studies or reports about Training Plans concerning Non-Formal Teaching or establish criteria of sectorial priority for the different meetings. Thus, their participation refers to the scope that corresponds to Non-Formal Teaching.

CHAPTER VII. Trade union rights

Article 24°.

The rights of collective and trade union representation will be ruled by the labour legislation in force.

To facilitate trade union activity, the latter and the employers' organisation with representativeness in the sector may reach agreements on the accumulation of trade union hours for the delegates of each trade union organisation. In these agreements, both parties will establish conditions and procedure.

Additionally, within a business, trade union hours of staff representatives from the same union on a works council and/or a union section can be accumulated and used by one or more staff representatives and this can be done on either a permanent or temporary basis.

During collective bargaining, the employer's organisation will generate systems which guarantee the granting, on behalf of the companies, of paid leaves to those workers who, designated by the representative trade unions, attend the meetings of the Bargaining Table of the Agreement or the sessions held by the Joint Committee of the same.

CHAPTER VIII. Social improvements

Article 25°. Scholarships for children

The children of the personnel affected by this Agreement hired, at least, for 40% of the working year have the right to a free place for their children in the companies where they carry out their services and for the subjects taught in the organised and ongoing courses, provided that those students do not exceed 25% of the total registered.

While they are in the centre, the students with scholarships have identical obligations to the rest of students.

Article 26°. Civil liability and accident insurance

1. Companies should contract a civil liability insurance policy for all their workers of 42.070,85 Euros per worker. This insurance should cover professional civil liability without reduction depending on the working day.

2. Likewise, companies will sign the corresponding insurance policy of 42.070,85 Euros for each worker in the event he/she suffers a professional accident during his/her working life, including accidents in itinere.

The coverage of this accident insurance policy for each worker will be as follows:

- Capital guaranteed in case of death due to accident: 42.070,85 Euros.
- Capital guaranteed in case of disability due to accident: 42.070,85 Euros.

This last figure will be reduced, pursuant to the corresponding percentages for loss or total uselessness of limbs in the event of permanent partial disability to carry out his/her job.

Myocardial infarction and its consequences are covered provided that it is declared as an occupational accident by the labour or judicial authorities.

CHAPTER IX. Remunerations

Article 27°.

The salary of the workers affected by this Agreement will be composed of the following items: Basic wage, supplement for professional development and remaining supplementary payments where applicable.

The company will pay workers' monthly salary for the work carried out within the first five days of each month.

Workers will receive this wage in 14 monthly payments, or 12 if so agreed with the company.

Article 28°.

The basic annual wage received by the workers covered by this Agreement, established in terms of the total working year envisaged in article 17, will be the one that appears in Appendix 1.

Article 29°. Supplement for dedication

From the first of the month of the month following the publication of the current Collective Agreement, the workers will receive a monthly salary supplement (12 payments) designated as being "for dedication" for the following amounts

- 105.70 euros/month if they work more than 50% of the annual full-time equivalent.
- 52.85 euros/month if they work less than 50% but more than 25% of the annual full-time equivalent.
- 32 euros/month if they work 25% or less of the annual full-time equivalent.

Article 30°. Supplement for professional development and improvement

Aimed at promoting worker's initiative to improve their training and service quality, as well as encouraging them in their own professional and economic development, the worker will accrue a supplement for training and knowledge acquired every three years, provided that this training is organised by the company or specifically authorised by the same.

The worker has the right to receive this supplement provided that he/she can certify the execution, during the previous three years, of:

- 30 hours' training for group I.
- 15 hours' training for groups II and III.
- 10 hours' training for group IV.

These hours will be considered as working hours.

In the case of part-time workers, the number of hours of training will be in proportion of full-time contracted.

If the worker carries out in the periods of reference more hours than established, these will be taken forward, with the limit of 50% of the corresponding hours, to the next period.

The amount of this supplement will be as indicated in the corresponding salary tables, established in article 28 of the current Agreement and will become effective in the wage of the following month, when the corresponding period expires. This will be paid in 12 or 14 annual payments year on year until a new period begins, which at the same time will be on top of that previously accrued.

In groups I and II, the mentioned supplement will not exceed the 30% of the Basic Salary which corresponds to each job, as established in the tables of the current Agreement. For workers of group III, the supplement for professional development will not exceed the 40% of the Basic Salary which corresponds to each job, as established in the tables of the current Agreement.

For workers of group IV, the mentioned supplement will not exceed the 50% of the Basic Salary which corresponds to each job, as established in the tables of the current Agreement.

Article 31°.

Sales Representatives and Telesales Representatives will receive, in addition to the corresponding annual salary, as commission, the amount individually agreed in the contract with the company.

Article 32°.

Workers who carry out functional positions will receive, in addition to their basic wage, and while developing the assigned function, the following amount every year:

- Headteacher: 3,031.59 euros/year.
- Deputy Headteacher 2,842.33 euros/year.
- Director of Studies: 2,653.06 euros/year.

CHAPTER X. Disciplinary framework

Article 33°.

The companies covered by the current Agreement will comply with the disciplinary framework established in the labour legislation in force.

Each company, depending on its characteristics, will be able to establish within its own disciplinary framework the classification of infractions and the corresponding sanctions.

CHAPTER XI. Safety, occupational health and gender violence

Article 34°. Safety, occupational health and gender violence

1) With regard to all issues related to Safety and Health at work, the provisions contained in Law 31/1995, of the 8th of November, on Prevention of Occupational Risks and the concordant regulations (BOE 10/11/1995) are applicable.

For this purpose, the companies and workers affected by the current agreement should implement the previous paragraph in accordance with the general criteria and provisions envisaged in the Law mentioned.

2) Delegates responsible for Prevention:

2.1) Delegates responsible for prevention are workers' representatives with a specific function concerning risk prevention at work.

In relation to their authority and powers, article 36 of Law 31/1995 is applicable. Article 37 of Law 31/1995 is applicable to the Delegates responsible for prevention, as representatives of the workers.

2.2) Delegates responsible for prevention will be appointed by and among workers' representatives, within the organs of representation envisaged in article 34 of Law 31/1995. He/she will be granted the leave necessary to comply with the obligations contained in the legislation in force.

In companies of up to thirty workers, the Delegate responsible for Prevention will be the Personnel Delegate. In companies with a number of workers between thirty-one and forty-nine, the Delegate responsible for Prevention will be chosen by and among the Staff Delegates. In companies with fifty or more workers, the Delegates responsible for Prevention will be appointed by and among the workers' representatives, according to the scale established in article 35, no. 2 of law 31/1995.

3) Health and Safety Committee:

In companies or work centres with 50 or more workers, a Health and Safety Committee will be constituted. It will be composed, as envisaged in article 38 of the mentioned Law, by the Delegates responsible for Prevention on the one hand, and employers and /or representatives of the same in equal number to the Delegates responsible for Prevention on the other.

The authority and powers of the Health and Safety Committee will be those established in article 39 of Law 31/1995.

4) Joint Body for the Promotion of Occupational Health and Safety in the sector of Non-Formal Teaching.

It is agreed to constitute a specific, joint, state body for the promotion of occupational health and safety in the sector of Teaching and Non-Formal Training. This body will develop programmes aimed at spreading and providing information on professional risks existing in the sector, as well as on rights and preventive obligations of employer and workers, and the promotion of preventive actions.

This body will assume the responsibilities and development provisions envisaged in the Spanish Strategy on Safety and Health at Work (2015-2020), and will carry out as many actions, planning, visits, projects, reports, etc. as necessary, as well as an annual assessment in order to analyse the preventive results of the programmes.

The constitution and structure of the state joint body is aimed at Training, Professional Qualifications and Occupational Health in this sector.

It is called “Sectorial Joint Body for the Promotion of Occupational Health and Safety in the sector of Non-Formal Teaching”.

The headquarters of the Sectorial Joint Body for the Promotion of Occupational Health and Safety, which will rotate, is initially established in c/Jacometrezo, 15- 28013, Madrid.

The Joint Body is composed of the sixteen members of the entities which have negotiated this agreement, 8 employers’ representatives and 8 trade union representatives, distributed according to their representativeness. In the first meeting, two of its members will be appointed as President and Secretary. The President will be a representative of the employers’ organisation and the Secretary will be a representative of the trade unions’ organisation.

The representatives mentioned in the previous paragraph may attend the meetings with the advisors they consider necessary.

The members of the Joint Body will be designated by the organisations they represent, and they will leave office when the organisation by which they were designated revokes them and/or the latter resign expressly.

In any of the cases of termination of service envisaged in this article, the member will be replaced, and the employers’ or trade union’s organisation will notify the new appointment in the maximum period of thirty days.

5) Gender violence

The owners of the centres will provide help to the victim of gender violence who requires it in the exercise of the labour rights envisaged in Law 1/2004, of the 28th of December, concerning Measures of Comprehensive Protection against Gender Violence, such as the reduction or restructuring of working time, geographical mobility, change of work centre, suspension of the labour relationship with job reserve and expiry of the work contract, in the terms legally established.

CHAPTER XII. Unity, absorption, rights acquired

Article 35°.

The conditions established in this Agreement make up an indivisible whole. Agreed economic improvements could be absorbed by those which, voluntarily, are being implemented by the companies when this Agreement comes into effect. With regard to all other situations, the most beneficial conditions already being enjoyed by the workers will be respected. Workers who, when the current Agreement comes into effect, are enjoying more holidays, a shorter working day and higher salary, will have their rights respected ad personam.

Supplementary provisions ✓

First

The company should offer the necessary training hours to enable the receipt of the supplement for professional development and improvement, in accordance with article 30 of the current agreement.

If, having passed three quarters of the reference period (three years), the company has not offered the compulsory training hours, the latter should favour or authorise the same, respecting, in all remaining matters, article 30 of the current agreement.

In the event of the company failing to fulfil these provisions, the worker will accrue the right to receive this supplement after three years.

Second

The previous seniority supplement, which appeared in the V Collective Agreement, was extinguished and lost effectiveness as from January 2007.

In its place, the supplement for professional development was introduced, as established in article 30 of this text. Workers integrated in the personal scope of the current agreement will receive the supplement for professional development, which is equivalent to the amount resulting from multiplying the value of the CPP established in the salary tables, according to the job, by the number of three-year periods the worker has completed in the company, provided that the conditions established in article 30 and the second supplementary provision are fulfilled.

Third

Considering that the use of non-sexist forms of expression, which guarantee an equal presence of women, could represent an added difficulty in reading and understanding the current Agreement, the signatories of this text state that all expressions which define an activity or condition, such as worker, employer, delegate, member, etc. are used for both sexes, except in those cases which, due to legal requirements, correspond to women.

Transitory provisions

First

Contracts for the promotion of open-ended hiring signed before the coming into force of Law 12/2001.

Contracts for the promotion of open-ended hiring signed before the coming into force of Law 12/2001, included those signed under the protection of the Royal Decree Law 8/1997, of the 16th of May, or Law 63/1997, of the 26th of December, will remain covered by the legal or conventional regulations in force from when they were signed until they end.

Second

The former extra-salary supplement will be annulled with effect from the first of the month following the publication of the current Collective Agreement in the Official State Gazette, becoming from this date the in the new supplement for dedication outlined in article 29 of this agreement.

Until this date workers will continue to benefit from the supplement for transport outlined in article 36 of the VII Collective Agreement.

Final provisions ✓

First

This Agreement is open to the adhesion of any organisation with sufficient legal representativeness within the scopes defined in the same.

Second

During the validity of the labour relationship, workers affected by this Agreement cannot work in other companies or be self-employed if unfair competition occurs or when contracts establish the clause of full-time commitment through express economic compensation.

Third

Opt-out clause: In any case of non-application of the working conditions outlined in the current collective agreement, article 82.3 of the Workers' Statute will be followed.

Fourth

The signatory organisations, in order to contribute to the normalisation of collective bargaining in the different sectors which constitute private teaching, will promote, through subsequent bargaining and an agreement between the legitimised organisations of the sector, the negotiation of a general or framework agreement for private teaching, honouring in what refers to the territorial scope what has been established in article 1 of the current Agreement.

Fifth: Joining A.S.A.C.

The negotiating parties of the current Agreement join the Agreement on Autonomous Dispute Settlement (ASAC), as well as its implementation Regulations which bind all companies and workers represented, starting with the Joint Committee of this Agreement.

Sixth

Procedure of Solution of discrepancies in the negotiation of substantial modifications in collective work conditions established in the Collective Agreement. In accordance with the provisions of articles 41.6 and 82 of the Workers' Statute, negotiating parties agree that any discrepancy between the companies of the sector and legal workers' representatives in the negotiation of substantial modification in collective work conditions established in the current collective agreement can be submitted to the joint committee of the Agreement. This body will pass the corresponding resolution in the period of seven days as from the receipt of the request. In the event agreement is not reached in the joint committee, the procedures envisaged in the Agreement on Autonomous Dispute Settlement (ASAC) will be followed.

Salary Tables for the VIII Collective Agreement of Teaching and Non-Formal Training 2014-2019

Professional Categories	2014	2015	2016	2017	2018	2019
Permanent teacher	13.688,98	13.757,42	13.963,79	14.243,06	14.385,49	14.781,09
Workshop training	13.688,98	13.757,42	13.963,79	14.243,06	14.385,49	14.781,09
Assistant or Associate Teacher	12.164,26	12.225,08	12.408,46	12.656,63	12.783,19	13.134,73
Online assistant teacher	12.164,26	12.225,08	12.408,46	12.656,63	12.783,19	13.134,73
Instructor or expert	11.402,16	11.459,17	11.631,06	11.863,68	11.982,32	12.311,83
Social counsellor	13.688,98	13.757,42	13.963,79	14.243,06	14.385,49	14.781,09
Administration manager	15.492,18	15.569,64	15.803,19	16.119,25	16.280,44	16.728,15
Senior clerk	12.646,18	12.709,41	12.900,05	13.158,05	13.289,63	13.655,10
Junior clerk	12.269,77	12.331,12	12.516,09	12.766,41	12.894,07	13.248,66
Guidance specialist	12.269,77	12.331,12	12.516,09	12.766,41	12.894,07	13.248,66
Recruiter	12.269,77	12.331,12	12.516,09	12.766,41	12.894,07	13.248,66
Assistant clerk	10.545,49	10.598,22	10.757,19	10.972,33	11.082,06	11.386,81
Editor/proof-reader	10.545,49	10.598,22	10.757,19	10.972,33	11.082,06	11.386,81
Sales representative	10.432,54	10.484,70	10.641,97	10.854,81	10.963,36	11.284
Telesales representative	10.432,54	10.484,70	10.641,97	10.854,81	10.963,36	11.284

Professional Categories	2014	2015	2016	2017	2018	2019
Person responsible for the warehouse	12.650,99	12.714,24	12.904,96	13.163,06	13.294,69	13.660,29
General services employee	10.432,54	10.484,70	10.641,97	10.854,81	10.963,36	11.284,00
Non-teaching assistant	10.432,54	10.484,70	10.641,97	10.854,81	10.963,36	11.284,00
Monitor	10.432,54	10.484,70	10.641,97	10.854,81	10.963,36	11.284,00
Non-teaching graduate	13.688,98	13.757,42	13.963,79	14.243,06	14.385,49	14.781,09
Supplement for professional development	399,85	401,85	407,88	416,03	420,19	431,75
Supplement for dedication						
If 50% or more of full-time	105,70	105,70	105,70	105,70	106,76	109,69
If less than 50% but more than 25% of full-time	52,85	52,85	52,85	52,85	53,38	54,85
If 25% or less of full-time	32,00	32,00	32,00	32,00	32,32	33,21

Agreement with regards to The Working Day Register

In accordance with what is set out in Article 34 of the Workers' Statute and in Collective Agreement VIII for Teaching and Non-regulated training with regards to the working day and its register: AN-CED, CECAP y CECE and the unions CIG, FE-CCOO and FeSP-UGT agree the following criteria for working time control in work centres.

1. The working time register will be applied to all workers, according to their working day and regardless of their professional group. People without a working relationship with the company regardless of the fact they may attend the work centre to carry out services they have been commissioned to do. In addition, senior managers are excluded.
2. The business owner will determine, having consulted with staff representatives or works councils, the timetable for each worker, bearing in mind the working calendar and/or the academic calendar for each year for each case, as well as what is established in the Collective Agreement and the Workers' Statute.
3. The businesses will implement a system for registering working time that reflects reliably the working day carried out by the worker which will include, at least, the start and finishing time of the working day as determined in accordance with what is outlined in point 2.

The business will be free to decide the system used to register working time, having first consulted with the legal representatives of the workers, ensuring compliance with current regulations regarding data protection and informing the worker of them.

If the system is supported by the use of paper, there should be one page per worker.

Being present in the work centre outside these hours will not be considered work time, except in the case that the business owner assigns tasks to the worker or there is an incident which obliges the worker to do more hours, in compliance with what is established in the Collective Agreement and the Workers' Statute with regards to this. This will be communicated to the management the following the incident so the time can be registered and recorded.

In any case necessary, the working day register for workers who have no physical workspace in the work centre, who carry out their work wholly or fully outside the work centre or whose workplace is not in the work centre to which they are assigned, must be included in the working time control.

Additionally, it must include any cases of flexibility in the working day with regards to the adjustments to its length and distribution, including teleworking, to fulfil the right to a balance between work life and family life. (Workers' Statute 34.8).

The system used to control will at all times respect the right of the workers to privacy, to the protection of personal data and digital rights recognised under current regulations.

4. In the case of workers who for reasons of organisation have a start or finish time distinct to the general one, it will be determined on an individual basis.

5. In the case of the business authorising, at the request of the worker, someone to leave the work centre, this time will not be considered work time.

6. If for reasons of organisation, a worker in a training centre has a gap between classes, they will be available for work. However, the business can agree for the worker to be absent from the centre, either on each occasion or in general, in which case the time will not be considered work time.

Mere presence will be considered to be within the working day as long as, by virtue of the timetable established by the management of the centre, it is deemed as such, and the time is used for teaching tasks or similar in accordance with what is established in the Collective Agreement.

7. In the case of a split shift, the gap between the morning part of the shift and the afternoon part of the shift will not be considered work time unless work tasks are assigned during this time.

8. Attendance at training organised by the business or training not organised by the business but attendance at which is proposed by the worker and authorised by the business will be considered work time.

9. When the business programmes an activity outside the work centre which coincides with the start and finish time of the worker in the centre, it will be counted as if the day was in the work centre.

In the case of the timetable for the activity were less than the established working day in the work centre, only the time spent on the work outside the work centre will be counted and the worker would need to fulfil the rest of the working day.

If the activity outside the centre means the worker will carry out a working day longer than they would have had on this day, the time above the normal working day will be counted for this day.

10. The functional posts that appear in Article 13 of the Collective Agreement, will be considered in these circumstances as middle management, positions of confidence or posts with special responsibilities, and as a result the working time control for these workers will be done in the terms outlined in this agreement, notwithstanding the accreditation of their work time through an agreement on availability for work that are inherent to fulfilling their position.

11. The completed working day registers will remain during the legally established time available to the worker, their works councils or union delegates and the Work Inspectorate and Social Security with the objective of guaranteeing pay for time worked over and above normal working hours, compliance with the legal or collective agreement limits on the maximum working day and rest periods and ensuring the absence of discrimination, either direct or indirect, between workers.

12. In exceptional cases in which the annual working hours are higher than those that correspond to the worker, these will be compensated through pay or, when appropriate, rest periods as outlined in the relevant legislation.

13. When a worker is assigned activities or classes outside the work centre, the working time used to carry out these activities will be recorded.

14. In the case of subcontracting an activity, the contracted company, as the employer will be obliged to carry out the registering of working time without the training centre having any responsibility for this.

However, the training centre as the main business, may agree with the contracted company to carry out the registering of working time instead of the contracting company. In all cases, it will be the obligation of the contracted company to conserve and maintain the documentation recording the daily working time.

15. For working partners of associated cooperatives, the working time register outlined in this article will not be applicable.

16. All systems for registering work in place prior to this agreement must be adapted to the terms agreed here wherever necessary.

17. This agreement will remain in force until another one that substitutes it is signed, or the regulations in this matter are included in a future IX Collective Agreement for Teaching and Non-Formal Training.