INTER SINDICAL

TREBALL | REPÚBLICA | JUSTÍCIA SOCIAL

III Collective Bargaining Agreement

Contact Centre Sector

Content

MINISTRY OF LABOUR AND SOCIAL ECONOMY

13741 *Resolution of May 30, 2023, of the Directorate General of Labour, which registers and publishes the III Collective Bargaining Agreement for the contact centre sector.*

Considering the text of the III Collective Bargaining Agreement of national scope for the contact centre sector (previously telemarketing) - agreement code no. 99012145012002 - which was signed on March 14, 2023, on the one hand, by the Association of Customer Experience Companies (CEX), representing the sector's companies, and on the other hand, by the trade unions CCOO and UGT, representing the affected labour collective, and in accordance with the provisions of Article 90, paragraphs 2 and 3, of the Workers' Statute Law, consolidated text approved by Royal Legislative Decree 2/2015, of October 23 (Official State Gazette of October 24), and in Royal Decree 713/2010, of May 28, on the registration and deposit of collective bargaining agreements, collective labour agreements, and equality plans,

This Directorate General of Labour resolves:

First.

To order the registration of the aforementioned National Collective Bargaining Agreement in the corresponding Registry of collective bargaining agreements, collective labour agreements, and equality plans operating through electronic means of this Directorate, with notification to the Bargaining Committee.

Second.

To arrange for its publication in the Official State Gazette.

Madrid, May 30, 2023. - The Directorate General of Labour, Verónica Martínez Barbero.

III COLLECTIVE AGREEMENT OF NATIONAL SCOPE IN THE CONTACT CENTRE SECTOR

PREAMBLE

This National Collective Bargaining Agreement of the Contact Centre Sector is signed, on the one hand, by the Business Association 'Association of Customer Experience Companies (CEX)' representing the sector's companies, and on the other hand by the trade union organizations CCOO and FeSMC-UGT, representing the affected labour collective.

CHAPTER I
Extension

Article 1. *Territorial scope*.

This Agreement is mandatory across the entire territory of the Spanish State.

Article 2. *Functional scope.*

Within the scope of Article 1, the application of this Agreement shall be mandatory for

all companies and all their personnel engaged in providing contact centre services to third parties.

For the purposes of this Agreement, the provision of contact centre services includes all those activities whose objective is to contact or be contacted by third parties by telephone, by telematic means, by application of digital technology or by any other electronic means, for the provision, among others, of the following services, which are listed by way of illustration: contacts with third parties in multimedia environments, technical support services for third parties, management of collections and payments, mechanized management of administrative processes and back-office tasks, information, promotion, dissemination and sale of all kinds of products or services, holding or giving personalized interviews, receiving and classifying calls, etc., as well as any other third-party services developed through the aforementioned environments.

This definition includes contributing, complementary, or related activities to the main activity.

Article 3. *Personal scope.*

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

Expressly excluded from it are senior management personnel whose special employment relationship is regulated by Royal Decree 1382/1985, of August 1, as well as other activities and relationships contemplated in number 3 of Article 1 and in Article 2, both of the Workers' Statute.

Article 4. *Lower scope agreements.*

The parties signing this Agreement commit themselves not to negotiate Collective Company Agreements or Sectoral Agreements of lower scope.

As a general rule, the matters contained in this Agreement have the character of a minimum standard of necessary rights, except in those matters where there is reference to other negotiation scopes, and in such cases, the nature, content, and scope of their referral shall prevail.

In matters expressly established as such, this Agreement, considering its unique nature, shall have the character of an exclusive and excluding standard, respecting, in any case, the rules of applicative priority contained in Article 84.2 of the Workers' Statute.

Considered as non-negotiable matters, in any case, are: the functional scope; the personal scope; contracting modalities; the trial period; professional groups and levels; the legal regulation of offenses and penalties; minimum standards regarding safety and health at work, and geographical mobility.

Within the labour framework established in the Workers' Statute and in this Agreement, the signing organizations consider it of interest to develop, in the areas of the Autonomous Communities, matters related to the labour calendar, language, and the use of autonomous systems for the extrajudicial resolution of collective labour disputes.

CHAPTER II
Temporal Scope

Article 5. *Validity.*

The Agreement will come into effect, upon its signing, with its economic effects retroactively applied to January 1, 2020, in the manner and to the extent established in Article 45.

Article 6. *Duration.*

This Agreement will extend until December 31, 2026, tacitly understood to be automatically renewed from year to year unless the Agreement is terminated by any of the parties authorized to negotiate it, in accordance with Article 87 of the Workers' Statute.

Upon termination of the Agreement and until an express agreement is reached, for the purposes outlined in Articles 86.3 and 4 of the Workers' Statute, it will be understood that the validity of its normative content remains in force.

Article 7. *Termination Procedure.*

The termination of this Agreement must occur within the last three months of its term or ongoing extension, following the formalities stipulated in Article 89 of the Workers' Statute, and by those authorized to negotiate according to Article 87 of the same legal text.

It must be formalized in writing and directed to all business and trade union representations that signed it.

Negotiations must begin at least one month before the expiration date of the terminated Agreement.

CHAPTER III
Compensation, absorption and guarantees

Article 8. *Entirety.*

The conditions agreed upon in this Agreement form an organic and indivisible whole and, for practical application, will be considered collectively.

In the event that the labour jurisdiction declares nullity of any of the agreed clauses, the negotiating parties will decide, by mutual agreement, the need to renegotiate those clauses and any affected clauses, under the principle that the nullity of one or more of them does not imply the nullity of the entire Agreement.

Article 9. *Absorption and compensation.*

Personnel receiving remuneration above that established in the Agreement, retroactively from January 1, 2020, will see their remuneration increased annually, at a minimum, by the amount resulting from applying the agreed salary increase on the Agreement salary of their level. This salary increase will be applied in the same way as agreed in Article 45 for the rest of the employees included within the scope of this Collective Bargaining Agreement. In other words, they cannot be affected by salary compensation and absorption and must increase the Agreement salary of their level in accordance with what is legally established in the Agreement.

Article 10. *Most beneficial conditions.*

Companies will be obliged to respect the conditions that they have been meeting, whether by legal requirement, individual contract, custom, collective bargaining, voluntary concession, or any other causes that, on a global basis and annually, exceed the provisions of this Agreement.

The most beneficial conditions that, on an annual and overall basis, exceed what is agreed upon in this Agreement will be maintained "ad personam".

CHAPTER IV
Organization of work

Article 11. *Principles of work organization.*

The organization of work according to what is established in this Agreement, and in accordance with the current legislation, is the exclusive prerogative of the Company's management.

The purpose of work organization is to achieve optimal levels of productivity, efficiency, quality, and working conditions in the sector's Companies.

The attainment of these objectives is made possible based on the principles of good faith and diligence of companies and their staff.

Systems of work organization and their modifications will be complemented, for their effectiveness, with appropriate training policies.

CHAPTER V
Employment

Article 12. *General principles.*

The personnel providing services in the sector, for the purposes outlined in this Agreement, are organised into two distinct organisational schemes, designated as "structural personnel" and "operational personnel."

Structural personnel consists of all workers whose functions primarily involve internal management activities within the company's organisation and are permanently necessary for it. Operational personnel consists of workers who perform their duties in campaigns and/or services provided by Contact Centre companies for third parties.

Article 13. *Hiring.*

1. From January 1, 2024, the hiring modalities in the companies covered by this Collective Bargaining Agreement, jointly for both structural and operational personnel, must adhere to the following percentages and hiring modalities:

a) At least 80% of employment contracts entered into by companies with their staff must be ordinary indefinite contracts.

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

– Temporary contracts of the types outlined in Article 15 of the Workers' Statute.

– Fixed-term intermittent contracts as per Article 16 of the Workers' Statute, specifically for the provision of services for various campaigns or services forming part of the companies' activities, such as those of a seasonal or temporary nature.

– Temporary Employment Agency contracts through service provision contracts.

2. Fixed-term intermittent contracts to be formalised by companies, within the aforementioned percentage, may be part-time due to the sector's activity requiring this contractual peculiarity in certain functions. Justification for these contracts is necessary, and an annual census of staff subject to this contractual modality must be carried out, in accordance with Article 16.5 of the Workers' Statute.

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

If the worker has worked for less than 360 contribution days within the company, the period of inactivity cannot exceed three months.

If the worker has worked between 360 and 539 contribution days within the company, the period of inactivity cannot exceed four months.

If the worker has worked 540 contribution days or more within the company, the period of inactivity cannot exceed six months.

4. Companies using fixed-term intermittent contracts linked to campaigns and services will create a call pool which includes those individuals in inactive status. The transition to the status of inactivity will be notified at least 15 days in advance to both the worker and the Legal Representation of the Worker (RLPT). The call, which must be to a work centre in the same province as where the worker was employed, will be notified at least 7 days in advance to both the worker and the legal representation of the workers, unless a shorter notice period is agreed upon with the worker.

If the worker does not join within this seven-day period, it will be considered that the worker resigns from the job.

The criteria for entry into the pool and for the call, in case of equal conditions:

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

The calling of workers included in the pool of fixed-term intermittent staff will be done based on shift and working hours. In case of equality in these conditions between two individuals, the one with the higher score in the aforementioned scale will be called.

In case of contract termination without an instance of corporate succession, workers hired under the fixed-term intermittent contract modality will transition to inactive status in reverse order, as per the results obtained from the calculation of the aforementioned scale.

Every six month, either through the company's intranet or in the usual manner for advertising vacancies, the individuals that are in this pool, other workers hired under this contractual modality and the legal representation of the workers, have to be informed about the regular fixed vacancies in order to allow them to apply for voluntary conversion as per the procedure established in Article 14.3 of this Agreement.

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

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

Article 14. *Deadline and procedure to comply with hiring percentages.*

1. The percentages in the hiring modalities outlined in the previous article must be effective as of January 1, 2024, and all contracts from that date onwards must comply with these same percentages.

2. To calculate the percentages of the 80% of indefinite contracts and the remaining 20% described above, the average workforce of the companies in the previous year will be considered, including the total number of contribution days of all contracted personnel (including those under service provision contracts), analogous to the system regulated in Article 72.2.b) of the Workers' Statute for the election of employee representatives or members of the Workers' Council.

3. The selection of personnel whose contracts shall be converted into ordinary indefinite ones, provided the affected person voluntarily accepts this conversion, will follow these criteria: Establishing a scale based on three factors: 50% on seniority, 10% on training received, and 40% on performance assessment.

4. The conversion of contracts into ordinary indefinite contracts may not imply, in itself, a substantial change in the basic contract conditions.

5. During the first quarter of each year, companies will provide, in an editable spreadsheet format, a nominal list of the entire company's workforce and of all work centres to the national trade union sections or, in its absence, to trade union sections with unitary representation in the company. This nominal list of workers will mandatorily contain, at least, the following information:

Name and surname.
Professional category.
Seniority in the company.
Type of contract.
Work centre.
Campaign or service.

6. In accordance with Article 42.3 of the Workers' Statute, the operational personnel of the Contact Centre company, whether contractor or subcontractor, must be informed in writing about the identity of the main company for which they are providing services at every moment. This information must be provided before starting to provide the respective

service and will include the name or business name of the main company, its registered office address, and its tax identification number.

7. Likewise, the contracting or subcontracting Contact Centre company must inform the legal representation of its workers of the identity of the main companies for which services will be provided, the purpose and duration of the contract, the place of its execution, a detailed list of the tasks committed to the customer in it, the service provision schedules: days and timetables, initial dimension of the staff assigned to the campaign or service, number of workers to be provided by the Contact Centre company in the main company's work centres, and planned measures for coordinating activities from the perspective of occupational risk prevention, and any other information related to providing the work. Likewise, the same information will be provided in case of successive renewals and any modifications, if applicable.

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

Article 15. *Part-time contracts.*

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

Article 16. *Information on hiring.*

Companies must provide a basic copy of indefinite and fixed-term contracts to the legal representation of the workers, and also their extensions, modifications, conversions, and terminations.

In the case of verbal agreements, companies will provide a report to the legal representation of the workers, including personal details, entry and leaving dates, reasons, and a copy of the social security registration.

Companies will inform the legal representation of the workers, separately for structural and operational personnel, about employment evolution compared to the previous quarter, explicitly indicating new entries and leaves and their contract modalities.

Likewise, companies will inform the Joint Committee quarterly of the contracts made, separately for structural and operational personnel, specifying the contract modalities and the number of people hired. This information must be available to the Joint Committee within 30 days following the end of the natural quarter.

Aside from the information on subcontracting forecasts referred to in Article 64 of the Workers' Statute, when a company enters into a works or service contract with a contracting or subcontracting company, it must inform the legal representation of its workers about the following:

a) Name or business name, address, and tax identification number of the contracting or subcontracting company.

b) Purpose and duration of the contract.

c) Location of contract execution.

d) If applicable, the number of workers to be employed by the contractor or subcontractor at the main company's work centre.

e) Planned measures for coordinating activities from the perspective of occupational risk prevention.

When the main company, contractor, or subcontractor consistently share the same work centre, the main company must maintain a register reflecting the aforementioned information for all mentioned companies. This register must be accessible to the legal representation of the workers.

Article 17. *Voluntary terminations.*

Those wishing to voluntarily terminate their service with the companies, except during probationary periods, must notify the companies according to the following notice periods:

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

Once the company receives notice of voluntary termination, it may release the concerned person from their services before the stipulated date for ending the employment relationship, paying the corresponding salary from the date the company opts for this choice until the date the worker indicated for voluntary termination of the employment relationship.

Failure by the hired person to provide the aforementioned notice entitles the companies, as compensation for damages, to deduct from the settlement due for contract termination an amount equal to one day's salary for each day of delay in notice.

Companies are obliged to settle the termination payment by the date indicated by the interested party. Failure to comply with this obligation by the companies will entitle the requester of termination to receive compensation equal to the amount of one day's salary for each day of delay in settlement, up to the limit of the days set for notice. There won't be such an obligation, and therefore this right won't arise when the required notice is not given, yet the company is obligated to settle the payment within fifteen days following the notification date of termination, with penalties applied from the sixteenth day onwards.

Article 18. *Probationary period.*

The duration of the probationary period will vary depending on the nature of the positions to be filled, not exceeding six months for qualified technical staff, one month for teleoperator personnel regardless of their level, fifteen days for unskilled personnel, and two months for other levels.

Situations of sick leave, childbirth, adoption, legal custody for adoption purposes, fostering, risks during pregnancy, risks during breastfeeding, gender-based violence affecting workers during the probationary period, explicitly agreed upon in the employment contract, will interrupt the probationary period calculation, resuming from the effective return-to-work date.

An agreement establishing a probationary period will be void if the worker has previously performed the same duties in the company, under any employment contract.

Article 19. *Remote Work.*

1. Remote work and teleworking are recognised as forms of organising work or performing work activities whereby work is carried out at the worker's home or at a location chosen by them, primarily using computer, telematic, and telecommunication means and systems.

2. Regarding this matter, the provisions of the Workers' Statute, Law 10/2021 of 9th July on remote work, and this agreement are applicable. Regular remote work will be understood as that which is performed within a reference period of three months, for a minimum of thirty percent of the working hours, or the equivalent proportional percentage based on the employment contract's duration.

3. This form of work organisation is voluntary for companies and workers, regulated individually by subscribing to an Individual Remote Work Agreement. This agreement must include the minimum content stipulated in Article 7 of Law 10/2021 on remote work and cannot contravene the provisions of that Law or this agreement.

4. The execution of remote work may be reversible at the discretion of the company or the worker. Reversibility can occur at the request of either the company or the worker, communicated in writing with a minimum notice of 20 calendar days.

5. Percentages of staff in remote work situations:

a) Up to a maximum of 30% of a company's staff, regardless of their contract type,

can work remotely for 100% of their working hours. Exceptionally, companies with 70% or more of their staff recognised as having a disability equal to or greater than 33% can agree with their legal representation of the workers on higher percentages of teleworking for this group.

b) Without prejudice to the previous percentage, companies can offer the entire workforce the option of hybrid remote work modality. This hybrid system allows the possibility of remote work, although it will be necessary to work in person for at least 9 days per quarter, of which at least 2 of them must be in the same calendar month of each of the three months that make up the quarters.

Three months in advance, the quarterly planning for this hybrid work will be communicated to each worker in this arrangement and to the legal representation of the workers.

This on-site planning may be subject to modification with one month's notice, for a maximum of 20% of the staff under this arrangement. The percentage affected will be determined on a rotating basis upon the publication of the planning. Hence, a worker affected by a modification cannot be included until all eligible staff have been accommodated within that percentage. Should the modification eventually occur, it will be communicated in writing to the worker with at least 30 days' notice.

6. Individuals working remotely, whether in full-time remote work or in the termed hybrid remote work, will be associated with a work centre in their province of residence or neighbouring provinces.

Should there be no work centre in the worker's residence province or neighbouring areas, the company must guarantee the right to full-time remote work throughout the contractual duration, including this personnel within the maximum limit established for this remote work mode described in the first paragraph of point 5.a above.

In compliance with the provisions of Article 20 of this Collective Bargaining Agreement, a company that takes over a service and in one of the locations where there is a takeover without a work centre, may, for nine months from the definitive service award date, agree to 100% remote work for the entire staff. In such cases, this does not affect the 30% limit stipulated in point 5 above. During this period, the company must create a social security registration code for that province, effective from the takeover. After the nine-month period, the company must have a physical work centre in the province unless the workers from that work centre are part of the full-time remote work percentage specified in point 5 of this article.

7. Provision of equipment and expense compensation.

Workers covered by the provisions of Law 10/2021 will have the right to adequate provision and maintenance of all necessary means and tools for remote work.

In line with Law 10/2021, in the case of workers with disabilities, companies will ensure that such means and tools, including digital ones, are universally accessible to prevent any exclusion on these grounds.

Additionally, adequate assistance for technical difficulties will be guaranteed.

Companies will provide an ergonomic chair to the worker upon request, as well as any other items indicated by current legislation or the occupational risk prevention service of the companies.

Companies cannot use tools, applications, or devices belonging to workers that are not provided by the company. In cases where a two-factor authentication system is necessary, the company must provide the necessary tools and means for its use. As an exceptional case and solely for this purpose, if the worker rejects the tool provided by the company, they may consent to the use of their own devices or tools.

Upon returning to full-time on-site work, the worker must return all materials provided by the companies.

Companies will provide remote workers with a corporate email or substitute electronic communication system allowing the sending and receiving of texts and files in 'jpg' and 'pdf' formats, with an exportable format. This system can also be used by the legal representation of remote workers, respecting internal operational rules of these systems. These internal rules must not limit normal communication between staff and the legal representation of the workers in the companies.

This email or substitute electronic system will be provided to the legal representation

of the workers at its creation. The system to be used will allow sending with copy and blind copy functions.

9. For all remaining expenses incurred by the worker for any reason, including internet connection, while providing remote services, the following amounts will be received:

- In the year 2023, workers with a weekly workload of 30 hours or more will receive €1.22 per day worked in that mode.
- In the year 2023, workers with a weekly workload of less than 30 hours will receive €0.96 per day worked in that mode.

The above amounts correspond to the year 2023 and will be annually updated from 1st January 2024, in line with salary table increases.

Arrears for the period between 29th November 2022 and 31st December 2022 will be paid according to the provisions in the first transitory provision.

10. The company must deliver a copy of all remote work agreements and their updates to the legal representation of the workers. This copy must be provided by the company within ten days of its formalisation to the legal representation of the workers, who will sign it to confirm receipt.

The company will expressly identify remote workers, including their assigned work centre and the percentage split between on-site and remote work, in the quarterly staff censuses provided to the legal representation of the workers.

Article 20. *Succession in case of termination of the campaign or service to third-party companies.*

1. When the campaign or service contracted ends due to the termination of the commercial contract on which it was based, and the main company or Administration re-awards and/or reopens the same campaign or a similar service to the one that ended, the effects of Article 44 of the Workers' Statute on business succession will apply, with the associated rights and responsibilities.

Likewise, it will be presumed that there is a subrogation scenario with the effects of the previous paragraph when the main company or Administration terminates the commercial contract and awards the campaign or service partially to several recipient companies, or when the main client terminates the commercial contract of the campaign or service to internalise the principal purpose of that campaign.

2. Without prejudice to the application of legal regulations and for the orderly and effective transfer of the workers from the transferring company to the recipient company, the company newly awarded the campaign or service will notify the transferring company within a period of five business days from the notification by the main company of the campaign or service concession.

With a minimum notice of fifteen business days before the effective date of the workforce transfer, unless not possible due to the date of awarding the new campaign or service by the main company, the transferring company will provide the following information in digital format enabling processing to the recipient company:

a) Number of workers assigned to the campaign or service constituting the autonomous productive unit to be transferred. For these purposes, the autonomous productive unit will consist of the personnel, and if applicable, the means capable of being separated from the company and acting autonomously for the campaign or service subject to transfer, even if they need complementary supports, supplementary to the autonomous and complementary activity, previously provided by the company it was incorporated into.

b) The personnel comprising the autonomous productive unit are those who have been assigned to the campaign or service and performed their duties in it for at least the previous six months before the end of the campaign or service, as well as newly recruited individuals who have been exclusively employed for that campaign or service.

c) Also included in the autonomous unit to be transferred are workers who, at the time of the change in ownership, had their employment contract suspended due to any type of leave, temporary incapacity, or any other contract suspension reasons, provided these workers were assigned to the campaign or service or have carried out their actual activity

in it for at least the six months preceding the end of the campaign or service, considering for this purpose the periods spent in situations suspending the employment relationship.

d) The documentation to be provided by the transferring company to the recipient company within the aforementioned deadlines will be as follows:

1. Up-to-date certification from the competent authority regarding compliance with Social Security and Tax Agency payments.

2. Copy of the last twelve monthly payslips of the affected personnel and a summary in editable format of the payslip summaries for that period.

3. Social Security contribution bulletins corresponding to the nominal list of the affected persons for the last six months.

4. List of affected personnel with the following specifications:

– Name and surname.
– ID number.
– Residential address and contact details.
– Copy of their employment contract and seniority in the company if it precedes.
– Contract type, determining the status of the employment relationship and its certification.
– If they hold the position of legal or trade union representative, with the appointment date and end date if within the last year.
– Annual earnings for the individual across all categories.
– Social Security affiliation number.
– Marital status and number of dependent children.
– Current year vacation schedule specified per person.
– Personal conditions, if applicable, or collective bargaining agreements affecting the transferred personnel.
– Information regarding situations derived from maternity protection, paternity, temporary incapacity, and leaves.

For these purposes, a standardised format with the above details will be prepared for use in cases of workforce succession during the first six months of the agreement.

3. The outgoing company will issue a document outlining the settlement of proportional parts related to extra payments, and where applicable, workers' benefits at the time of the business succession, including Article 52 of the Agreement. The document will be signed by the end of the said document, and this signature will imply their particular responsibility for the accuracy of the expressed content.

Regarding holidays, the transferring and recipient companies will settle them between themselves, with workers entitled to enjoy and be remunerated for them in the new assignee, maintaining the agreed vacation calendar.

4. The formal obligations to facilitate the transfer of the workforce from the transferring company to the recipient company, considering the specificities and number of personnel subject to the transfer of the campaign or service, and aiming for an orderly transfer, will be carried out by the companies, even if the recipient company's main activity is not within the functional scope of the Agreement.

5. The legal representation of the workers from the work centre or work centres affected by the transfer will be informed by the transferring and recipient companies according to the terms provided in Article 44 of the Workers' Statute.

Additionally, the transferring company will send a nominative list of the persons to be transferred to their legal representation at least fifteen days before the transmission date, or a shorter period if not feasible due to the date of awarding the new campaign or service.

6. The legal representatives of workers from the affected campaigns or services, for the purpose of maintaining their representative role, may, within seven calendar days from the authenticated communication of the transfer, opt for their transfer to the recipient company while retaining their status as representatives until the end of their mandate, unless workers' representative elections are held earlier, or they choose to remain in the transferring company while retaining their representative status.

Also, if the legal representation of the workers from a work centre whose workforce is

entirely being transferred by succession opts to stay in the transferring company, they will be relocated by the company to another work centre. If the workers' representative declines the relocation within forty-eight hours from the authenticated communication of the transfer, they will necessarily become part of the transferred workforce.

Chapter VI
Mobility

Article 21. *Functional Mobility.*

Functional mobility within the company will be carried out in accordance with the provisions of this Agreement, respecting, in any case, the legal framework, guarantees, and requirements established in the Workers' Statute.

Functional mobility within the same professional group cannot be carried out between radically different specialties that require complex training processes for adaptation.

Within the professional group, the level of requirements or performance of the functions performed at any given time will determine the applicable remuneration level.

Functional mobility within the same professional group will not result in a reduction in the originating remuneration level.

Mobility to perform functions belonging to a higher professional group, as well as mobility to perform functions belonging to a lower professional group, will be regulated in accordance with the provisions established in Article 39 of the Workers' Statute.

When the company deems it necessary for a contracted person to perform tasks corresponding to a higher level, they shall receive, during the time they carry out these tasks, the salary corresponding to that level.

Those who perform functions at a higher level for at least six months in a one-year period or for at least eight months in a two-year period will move to the higher level corresponding to the performed functions. For these purposes, the calculation must be daily, regardless of the number of hours of the working day dedicated to the higher-level functions.

Mobility, when it involves changes between specialized technical management and general service management, can be carried out provided that the new assigned functions are equivalent to those of origin, understanding equivalence in the terms established in Article 22.3 of the Workers' Statute.

The worker may request a change of functions, both within and outside the same professional group. In these cases, the request must be reasoned and must meet the requirements established in this Agreement for the performance of the requested functions or position. The company will provide a reasoned response to the request within one month.

Functional mobility carried out by mutual agreement between the parties must respect what is established in this Agreement and in the applicable legislation.

Consequently, changes in functions different from those established in the previous sections will require an agreement between the parties or, failing that, compliance with the rules provided for substantial modifications of working conditions, in accordance with Article 41.1.f) of the Workers' Statute.

Payment for functions at a higher level, when performed sporadically and paid per effective day, will be applied by dividing the difference between the monthly Agreement salary of both levels by 30 and multiplied by 1.4.

Chapter VII
Working Time

Article 22. *Working Hours.*

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

For those companies within the scope of this Agreement that, due to the application of a collective bargaining agreement of a different scope, pay their workers a salary lower than that provided in this sectoral agreement for their group and level, the maximum annual working time for these companies will be 1597 hours of effective work for full-time employees and the proportional part for part-time employees.

For the purposes of the preceding paragraph, it is understood that a company pays a lower salary when the total gross annual remuneration for all salary items established by said collective bargaining agreement of a different scope, according to the worker's professional classification, is lower than the gross annual remuneration that the worker would receive for all applicable items to the professional group and level (Annex I of the Agreement) as well as for the items regulated in Annex II that correspond to them under this Agreement and that are in force at any given time.

Those companies that have been observing a maximum annual working day lower than that established in this Agreement will maintain the current workday as the more favourable condition, without prejudice to also applying what is set out in the previous two paragraphs when the total annual salary is lower than that established in this Agreement.

In accordance with the provision in the third paragraph of Article 4 of this Agreement, the regulation on working hours set out in this article shall be an exclusive and excluding standard.

From January 1, 2024, working hours must adhere to the following percentages:

– At least 30% of the company's workforce will be on full-time schedules according to the Collective Bargaining Agreement.

– A maximum of 30% of the company's workforce may be on schedules of fewer than 30 hours per week.

The calculation of the above percentages will be based on the average workforce of the companies from the previous year, for which the calculation will be based on the days of contribution of the personnel hired in the company, in a manner analogous to the system regulated in the Workers' Statute for the purpose of electing employee delegates or members of the Workers' Council.

Situations of reduced working hours due to legal guardianship will be taken into account in the original working hours.

An annual work schedule will be drawn up, starting from 2024, showing the existing shifts in the work centre, including an appendix of any special schedules that may be agreed upon at each work centre. A copy of this schedule will be displayed in a visible place in each work centre.

Article 23. *Irregular Distribution of the Workday.*

The number of weekly hours of effective work shall not exceed 48 hours during the validity of this Agreement.

The irregular daily and weekly distribution of the workday must be adjusted monthly, so that during this period, no more hours can be worked than those established in the weekly calculation. For this purpose, public holidays existing in the month must be considered. The monthly adjustment will be made in the first week of the following month.

In the case of part-time contracts with a weekly workload of more than 30 hours, the weekly limit for irregular distribution indicated in the previous section must be adjusted proportionally to their schedule without exceeding the number of proportional monthly hours based on full-time work.

Those under part-time contracts and working a schedule equal to or less than 30 hours per week cannot exceed this weekly schedule when distributed irregularly.

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

Companies that have been observing a lower maximum limit without rest will maintain it as a more favourable condition.

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

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

Article 24. *Breaks.*

When the daily working hours are continuous or any of the intervals in a split shift is between four or more hours and less than six hours, there shall be a ten-minute break, considered as effective working time. Similarly, if the continuous daily working hours or any of the intervals in a split shift are between six and eight hours, the break will be twenty minutes, also considered effective working time. Finally, if the continuous daily working hours or any of the intervals in a split shift are over eight hours, the break will be thirty minutes, also considered effective working time.

It will be the responsibility of the company to organize and carry out the breaks established above in a logical and rational manner according to the service needs, without setting breaks before two hours have passed since the start of the shift, or after ninety or fewer minutes remain until the end of the shift.

Article 25. *Weekends.*

Each employee will be guaranteed the enjoyment of two weekends per month.

To respect the number of mandatory free weekends, when a weekend falls within two months, it will be counted in the month that coincides with Saturday. For these purposes, a weekend is considered the period of 48 hours between midnight on Saturday and midnight on Sunday.

Article 26. *Schedules and Shifts.*

1. Employees will be obliged to be assigned to one of the morning, afternoon, split, or night shifts.

The established time bands for each shift are as follows:

– Morning shift: cannot begin before 07:00 hours nor end after 16:00 hours.
– Afternoon shift: cannot begin before 15:00 hours nor end after 24:00 hours.
– Night shift: cannot begin before 22:00 hours nor end after 08:00 hours.
– Split shift: cannot begin before 09:00 hours nor end after 20:00 hours; in this shift, there cannot be more than a two-hour gap between the end of the first part and the start of the second, unless agreed upon individually or collectively. However, it is recommended that this maximum time be shortened. This shift cannot be applied to personnel with a 30-hour or less work week.

2. To encourage full-time employment, the signing parties agree to establish two new shifts where only full-time employees with continuous schedules may be assigned.

– Morning Intensive: cannot begin before 9:00 and finish after 18:00.
– Afternoon Intensive: cannot begin before 12:00 and finish after 21:00.

In campaigns where these shifts are established and there is part-time contracted staff, they will have priority over new hires to convert their workday to full-time, always voluntarily.

Similarly, if there are indefinite contract employees with part-time schedules from other campaigns who meet the necessary requirements for the position and are interested in extending their work hours and joining this shift, they will also have priority over new hires.

The companies will advertise the possibility of joining these shifts to demonstrate that, before making any external hiring for these shifts, the rest of the campaign's staff under part-time contracts has been offered the opportunity.

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

3. Companies will publish work schedules at least 14 days before the start date of such schedules. In companies where schedules are published monthly, only the schedule for the first week may be published seven days in advance.

Schedules can only be modified, within the established time bands, for a maximum of 20% of the workforce, with one week's notice.

For this purpose, this 20% of the workforce must be informed of this circumstance on the schedule publication date and will be determined on a rotating basis. Therefore, personnel included in this percentage cannot be included again until all campaign personnel have been included in this percentage. If a schedule change occurs, it will be notified in writing to the employee.

Monthly, companies will provide the workers representation with a nominal list of work schedules, as well as details of subsequent modifications and the list of personnel designated to cover changes in each period.

In cases where the campaign or service involves reception and commences for the first time, during the first month, within the fixed time bands, the schedule will be known at least 48 hours in advance.

In cases where the campaign or service has an originally established execution schedule that does not allow the use of the established shifts and time bands, the company, upon demonstrating the objective fact, may agree with the legal representation of the employees to establish different bands. This agreement must always be in writing.

By collective agreement with the legal representation of the employees, which will be in writing, the established time bands can be extended.

Through an agreement with the legal representation of the employees, documented in writing, rotating shifts may be established under the provisions of Article 36.3 of the Workers' Statute.

If a company demands the extension of the established time bands in the Agreement due to argued special needs and has not reached a collective agreement with the legal representation of the employees, they can request mediation from the Joint Committee for the interpretation of the Agreement.

Article 27. *Consolidation of working hours.*

In the event of individual agreements for temporary extensions of the working hours, the average of the extended hours during each calendar year will be consolidated, provided that the number of days with extended work hours reaches 110 days, whether continuous or discontinuous.

The average of extensions to be consolidated will be calculated using the following formula:

$$\frac{\text{Sum of no. of extended daily hours per calendar year - extended hours in holiday period}}{330 \text{ days}}$$

The extension period will be taken into account for these purposes, except for days of temporary incapacity due to common contingencies and periods of temporary suspension of the employment relationship other than those suspensions related to childbirth, risk during pregnancy, and breastfeeding.

Once the result of the previous formula is obtained, the consolidation will be carried out in complete hours. If the result is less than one, no consolidation will occur. If the result is equal to or greater than one, the extensions will be consolidated using the rounding rule, upwards or downwards, for fractions of an hour.

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

When a new hiring takes place, the extension of the working day specified in the employment contract cannot be agreed upon in the first 30 days of the contract, unless, due to unforeseen needs, the company properly justifies to the social representation, in advance, the circumstances of such extensions.

In January of the calendar year, information regarding the extensions made due to this article will be provided to the legal representation of the employees in an editable spreadsheet, listing the extensions by name and with daily details.

Article 28. *Digital Disconnection.*

1. In accordance with the provisions of Articles 88 of Organic Law 3/2018 on Personal Data Protection and Digital Rights Guarantee and 20.bis of the Workers' Statute, the right to digital disconnection is recognized for employees, with the aim of ensuring, outside working hours, respect for breaks, permissions, and holidays, as well as their personal and family privacy, and promoting a balance between personal, family, and work life.

2. The exercise of this right will consider the nature and purpose of the employment relationship, will promote the right to reconcile work activity with personal and family life, and will be subject to agreements between the company and employee representatives.

3. Companies, after hearing the employee representatives, will develop an internal policy for employees, including those in managerial positions, in which they will define the ways to exercise the right to disconnection and actions for training and raising awareness among staff about the reasonable use of technological tools to prevent the risk of digital fatigue. In particular, the right to digital disconnection will be preserved in cases of complete or partial remote work as well as when the employee's home is associated with the use of technological tools for work purposes.

Chapter VIII
Holidays, Permissions, and Leaves

Article 29. *Holidays.*

Holidays will be for thirty-two calendar days.

They can be divided into periods of 7 consecutive days, with at least 14 consecutive days preferably taken during the summer period, respecting the service's needs.

Four individual days can be taken, either separately or together, on any working day of the year, subject to mutual agreement between the company and the applicant.

Holidays will always commence on a working day for the individual concerned.

The holiday period will be mutually agreed upon between the employer and the individual concerned, who will be informed of their allocated dates at least two months before the start of the holiday.

Those with temporary contracts of less than a year will enjoy vacation days proportionate to the duration of their contract. If, for reasons beyond the parties' control, the vacation period has not been taken during the contract's validity, the corresponding compensation will be paid upon the employment relationship's termination.

Individuals with over a year of employment will adhere to Article 38 of the Workers' Statute.

If the employed individual leaves before December 31st of the year in which they have taken excess vacation days, the amount for the extra days taken will be deducted from their corresponding settlement.

If the holiday period set in the company's holiday calendar, as referred to in the preceding paragraphs, coincides with a temporary incapacity due to pregnancy, childbirth, or natural breastfeeding, or with the work contract suspension period specified in paragraphs 4, 5, and 7 of Article 48 of the Workers' Statute, the individual will have the right to take holidays on a different date than the temporary incapacity or the leave entitlement resulting from said provision, upon the suspension period's conclusion, even if the corresponding natural year has ended.

Article 30. *Paid leave.*

1. Employees may be absent from work, with entitlement to pay, for the following reasons and periods, upon prior notice and justification:

a) Fifteen calendar days in the event of marriage, starting from the first working day for the employee following the event.

b) Three calendar days in case of accidents, serious illness without hospitalization, or hospitalization, or non-hospital surgical intervention requiring home rest, involving relatives up to the second degree of consanguinity or affinity, to be taken continuously

within ten calendar days, starting from the first working day for the employee following the event, inclusive.

c) Four calendar days in the event of the death of a spouse, father, mother, stepparents, stepmothers, sons, daughters, brothers, and sisters; counted from the first working day for the employee following the event.

d) Two calendar days in case of the death of relatives up to the second degree of consanguinity or affinity; counted from the first working day for the employee following the event.

e) In the cases covered in the previous sections b) and c), when a journey of 200 kilometres or more is required, the permits will be extended by one additional day than indicated in each case. In section d), when a journey of 200 kilometres or more is necessary, the leave will be four days.

f) Two calendar days for the relocation of the usual place of residence, which will not be accumulable with the marriage leave; counted from the first working day for the employee following the event.

g) For the time necessary to fulfil an unavoidable public and personal duty. If the fulfilment of the aforementioned duty results in the impossibility of providing work for more than 20% of the working hours in a three-month period, the company may transfer the affected person to a compulsory leave situation, with the right to reclaim their position when the obligation to fulfil the public and personal duty ends. If the affected person receives financial remuneration for the duty or the performance of the role, the amount will be deducted from the salary they would be entitled to in the company.

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

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

2. Employees have the right to use up to 35 paid hours per year to attend consultations with National Health Service doctors, provided that they give notice as early as possible and present appropriate justification. However, affected individuals will attempt to adapt their medical appointments to their rest times whenever possible.

Article 31. *Unpaid leave.*

Those responsible for children under nine years old or older relatives over sixty-five years old shall have the necessary time to accompany them to appropriate medical appointments, upon prior notice and justification.

CHAPTER IX
Leave of Absence and Reduced Working Hours for Family Reasons

Article 32. *Special Leaves of Absence.*

Those who have been with the company for at least one year shall be entitled to take special unpaid leave of absence for a maximum of one month and only once a year. Alternatively, this special leave may be split into two maximum periods of fifteen consecutive calendar days, one in each semester of the year. In the latter case, the leave period may be for fifteen days or less. Upon the conclusion of this leave, the return to the job position will take place immediately without the need for a vacancy.

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

However, companies may deny the granting of these special leaves when, for the same dates requested for enjoyment, the following number of people have been granted the exercise of such right:

– Companies with 20 or fewer employees: one person.
– Companies with 21 to 50 employees: two people.

– Companies with 51 to 100 employees: three people.
– Companies with more than 100 employees: more than 3% of the workforce.

In the allocation of these leaves, and for the purposes of their granting, the maximum number of individuals specified cannot belong to the same department or service within the company.

Article 33. *Other Types of Leave of Absence.*

1. Voluntary or Compulsory.

Leave of absence may be voluntary or compulsory.

1.1 Compulsory: This entitles the employee the conservation of the position and the calculation of seniority during its validity and will be granted due to appointment or election to a public office that impedes attendance at work. Reinstatement must be requested within the following month after ceasing the public office.

1.2 Voluntary: An individual with at least one year in the company has the right to be granted voluntary leave of absence for a period not less than four months and not exceeding five years. This right can only be exercised again by the same individual if four years have elapsed since the end of the previous voluntary leave of absence.

2. Leave of Absence for Care of Family Members.

2.1 A right to a leave of absence not exceeding three years will be granted to attend to the care of each child, whether by nature, adoption, fostering for adoption, or in cases of guardianship, whether permanent or pre-adoptive, even if these are provisional, starting from the date of birth or, where applicable, the judicial or administrative resolution.

2.2 A right to a leave of absence not exceeding two years will also be granted to attend to the care of relatives up to the second degree of consanguinity or affinity, who due to age, accident, illness, or disability, are unable to care for themselves and are not engaged in paid activity.

2.3 These leaves of absence, whose duration may be taken in a fragmented manner, constitute an individual right. However, if two or more employees of the same company generate this right due to the same cause, the company may limit their simultaneous exercise for justified reasons related to the company's operation.

2.4 When a new qualifying cause gives rise to a new leave of absence, its commencement will end the one, if applicable, being enjoyed.

2.5 The period of being on leave according to this article will be counted for seniority purposes, and the affected individual will have the right to attend vocational training courses, to which participation must be called by the company, especially upon their reintegration.

For the first year, they will have the right to the preservation of their job position. After that period, the preservation will refer to a job position in the same group or equivalent level. However, if the affected individual is part of a family officially recognized as a large family, the job position will be reserved for a maximum of 15 months for a general category large family and up to 18 months for a special category large family.

Article 34. *Reduction of Working Hours for Family Reasons.*

1. For breastfeeding a child under nine months old, the right to one hour of absence from work will be granted, which can be divided into two fractions. Optionally, this right can be replaced by a reduction in working hours, for the same purpose, by half an hour if it coincides with the beginning and end of the workday, or by one hour if this reduction is concentrated at the beginning or end of their shift.

This right can be accumulated, regardless of the employment contract type, in complete days, substituting it for 15 uninterrupted days immediately following the maternity leave suspension. In the case of multiple births, these rights will increase proportionally, granting the right to one hour of absence from work, or half an hour of reduced working hours, or one hour if such reduction is concentrated at the beginning or

end of their shift, or 15 days of uninterrupted rest, for each child, to be enjoyed under the terms provided for a single birth.

2. Anyone responsible for the legal care of a child under twelve years of age or a person with a disability, who is not engaged in paid activity, has the right to reduce their working hours, with a proportional reduction in salary ranging from at least one-eighth to a maximum of half the duration of their original working hours.

3. The same right applies to anyone who needs to directly care for a relative up to the second degree of consanguinity or affinity, who due to age, accident, or illness, cannot care for themselves and is not engaged in paid activity.

4. The reduced working hours contemplated in this section constitute an individual right. However, if two or more employees of the same company generate this right for the same causal subject, the company may limit their simultaneous exercise for justified operational reasons.

5. Women victims of gender-based violence will have the right, to effectively ensure their protection or their right to comprehensive social assistance, to a reduction in working hours with a proportional salary reduction or to reorganize their working time through schedule adjustments, flexible working hours, or other time management methods used in the company.

These rights can be exercised under the terms established in agreements between the company and the workers' representatives, or in agreement between the company and the affected worker. In the absence of such agreements, the specification of these rights will be determined by the worker, following the rules established in the previous section, including those related to dispute resolution.

6. In cases of premature births or when newborns need to remain hospitalized after birth due to any reason, the mother or father will have the right to be absent from work for one hour. They will also have the right to reduce their working hours for up to a maximum of two hours, with a proportional reduction in salary. The provisions of article 37.5 of the Workers' Statute will apply for the enjoyment of this leave.

7. Those who need to exercise their right to reconcile family and work life may request adaptations in the duration and distribution of their working hours or in the way they provide their work, including remote work. These adaptations must be reasonable and proportionate to the needs of the worker and the organizational and productive needs of the company.

For workers with children, they have the right to make such a request until their children reach the age of twelve.

Companies will consider requests mentioned in this article following the procedure described in Article 34.8 of the Workers' Statute.

Article 35. *Hourly Specification and Determination of Enjoyment Period.*

The specification of hours and determination of the period for enjoying the breastfeeding break and the reduction of working hours, provided for in this chapter, shall be the responsibility of the worker within their regular working hours. The worker must notify the company fifteen days in advance of the date they will return to their regular working hours.

CHAPTER X
Classification and Professional Promotion

Article 36. *General Principles*

Without prejudice to functional mobility and versatility within professional groups, employees of the companies covered by the scope of this Agreement will be classified according to the agreed and/or, where applicable, executed professional activities and the rules established in this professional classification system under which they must be defined.

In general, the hired person will perform tasks specific to their professional group, as well as supplementary and/or auxiliary tasks necessary for the entire process in which

they are involved.

When regularly performing, and under the conditions stipulated in this Agreement, functions specific to two or more professional groups, classification will be determined based on the prevailing functions.

Article 37. *Basic Aspects for Professional Classification*

1. For the purposes of this Agreement, and in accordance with Article 22.2 of the Workers' Statute, a professional group is understood as uniting professional skills, qualifications, and the general content of the performance.

2. Professional aptitude is the overall assessment resulting from, among others, the following factors:

– Knowledge.
– Initiative and autonomy.
– Complexity.
– Responsibility.
– Leadership capability.
– Where applicable, qualifications.

Article 38. *Professional Classification System*

Inclusion within each professional group will result from the overall assessment of the aforementioned factors and, where applicable, required qualifications.

The professional classification system is established within the sector, based on the regulations in Article 22 of the Workers' Statute, defining groups, levels, and professional promotion outlined in this chapter, including, as an illustrative list, the functions specific to each.

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

Article 39. *Professional Groups: Description*

Professional Group A – Management or Senior Management.

This professional group includes individuals who, through knowledge or professional experience, are assigned managerial or executive responsibility functions, coordinating or advisory roles with autonomy, supervisory capacity, and responsibilities in line with the assigned duties.

This group includes departmental or area managers and executives.

Professional Group B – Technical Staff.

This group encompasses individuals who, for the performance of their duties, require professional qualifications in the specific techniques of the work they carry out.

It includes individuals with higher qualifications, intermediate qualifications, and trainees.

Professional Group C – IT Technical Staff.

This group includes individuals who routinely perform functions related to IT systems and developments, possessing adequate qualifications for the role.

It comprises project managers, analysts, technical personnel in system programming, and system assistants.

Professional Group D – Administration and Operations.

The administration consists of individuals who, using operational and IT means, routinely execute administrative functions within the company.

The operation includes individuals responsible for Contact Centre operations,

handling or managing calls, and/or administrative, commercial, public relations, organizational, quality control activities, etc., either individually or coordinating or training a group of them.

This group includes administration managers, administrative technical staff, officials, auxiliary administrative personnel, service managers, supervisory staff, coordinators and trainers, quality agents, managers, and teleoperator/operators at various levels.

Professional Group E – General Services.

This group comprises individuals who, without the need for any professional qualification or specialized knowledge of any kind, except for what they acquire through work, perform various service or auxiliary functions for the company's general activities.

It includes janitors, attendants, guards, and cleaning staff.

Article 40. *Professional Promotion within the Operations Group*

The following levels are established within the operations group:

– Teleoperator.
– Specialist Teleoperator.
– Manager.
– Coordinator.
– Trainer.
– Quality Agent.

1. Teleoperators handle routine Contact Centre tasks with prior training. They handle or make contacts using standardized work methods, answer calls, or make calls to provide or attend to any services listed in Article 2 of this Agreement.

The transition to the specialist level occurs automatically after one year of effective service as a newly hired Teleoperator within the company.

For progression to the specialist level, maternity, paternity, adoption, and fostering rest periods, legally established, must be considered as effectively worked for these purposes.

2. A manager is someone who, using suitable technology, performs functions in one of the following specialized activities:

– Outbound sales: Involves preparing the sale, detecting needs, arguing and offering a product/service, persuading and convincing the potential client, using complex sales arguments without pre-established dialogue to close an acquisition or sales agreement.

It is not considered specialized activity when it is complementary to a campaign or service whose main purpose is not sales, or when it simply informs about product/service characteristics, even if it concludes with an acquisition or sale agreement, or when it is an extension of already contracted undifferentiated services or products.

– Technical support: Involves providing specialized technological and/or IT advice on complex incidents beyond the scope of general customer service, identifying and differentiating the customer's incident, outside systemised procedures, analysing and resolving the incident using acquired knowledge and specific tools.

– Professional support: Involves providing professional advice on complex incidents that cannot be resolved automatically by following a systematized script, but rather, by identifying and differentiating the user's incident, using acquired knowledge, to resolve the incident, activating the necessary resources for this purpose in specialized units such as Risk and investments in Telephone Banking and Insurance, Tax Advisory, and Emergencies.

– Debt Recovery Management: Involves managing and negotiating debt, administering an unpaid debts portfolio, promoting, activating and carrying out the necessary actions for the collection of the unpaid debt.

– Billing Incidents Management: Includes identifying and differentiating the customer's billing incident, outside systemized procedures, analysing, diagnosing and resolving it using acquired knowledge and specific tools when, due to its complexity, it cannot be

resolved by the rest of the teleoperator personnel integrated in the aforementioned department.

Staff carrying out these specialized activities will receive the manager's salary while performing these tasks or their proportional part on a daily basis when not completed within a month. When higher-level tasks are performed sporadically and paid per effective day, the difference between the monthly contractual salary of both levels will be divided by 30 and multiplied by 1.4.

After continuously performing these specialized tasks for a year, they will consolidate into the manager level. If these tasks are not consistently performed, consolidation occurs after two years, provided they have carried out these specialized activities for a minimum of 150 working days in that period. For these purposes, the calculation is made daily, regardless of the number of hours dedicated to higher-level tasks.

3. A coordinator oversees and coordinates a group of teleoperator or manager personnel, overseeing the group's work across all activities and processes of the assigned campaign or service, applying established procedures and rules, receiving supervision on work and results.

Considering the possibility of vacancies for a manager or coordinator, specialized teleoperator or manager staff will have preference over external applicants, provided they meet the necessary requirements for the vacant position.

4. A trainer is responsible for delivering training courses to develop the Operations staff's capabilities.

5. A Quality Agent is responsible for controlling the quality of tasks performed by Teleoperators and Managers.

Article 41. *Levels*

Group A:

Managers: Level 1.
Department or Area Managers: Level 2.

Group B:

Higher Degree Holders: Level 4.
Middle Degree Holders: Level 5.

Group C:

Project Managers: Level 3.
Functional Analysts: Level 3.
Analysts: Level 4.
Systems Technicians A: Level 4.
Systems Technicians B: Level 5.
Systems Assistant: Level 8.
Analyst-Programmer: Level 5.
Senior Programmer: Level 5.
Junior Programmer: Level 6.

Group D:

Administration Manager: Level 5.
Administrative Technician: Level 6.
Administrative Officer: Level 8.
Administrative Assistant: Level 11.
Service Manager: Level 5.
Supervisor A: Level 6.
Supervisor B: Level 7.
Coordinator: Level 8.
Trainer: Level 8.
Quality Agent: Level 8.

Telephony Manager: Level 9.
Specialist Teleoperator/Operator: Level 10.
Teleoperator/Operator: Level 11.

Group E:

Skilled Trades Officer: Level 11.
Assistant Skilled Trades: Level 12.

Chapter XI
Concept and structure of economic remuneration

Article 42. *General principles on remuneration.*

The amounts of the salary components shown in the attached tables of this Agreement are, in all cases, gross amounts.

Article 43. *Remuneration concepts.*

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

a) Base Salary by Agreement.
b) Salary Supplements.
c) Extra-salary Supplements.

Article 44. *Base salary by Agreement.*

The base salary by Agreement refers to the remuneration corresponding to the employee based on their belonging to one of the salary groups and levels described in this Agreement, as detailed in the attached tables.

The base salary compensates for the annual effective working hours established in this Collective Bargaining Agreement.

Article 45. *Salary increments.*

The tables attached to this Agreement reflect the negotiated salary increases for the years 2020, 2021, 2022, 2023, 2024, structured according to the following points:

Year 2020: 0.
Year 2021: 0.
Year 2022: 3.5%.
Year 2023: 3.5%.
Year 2024: 3%.
Year 2025: Previous year's closed CPI (minimum 1% ceiling 3.5%).
Year 2026: Previous year's closed CPI + differential 0.5% (minimum 1% - ceiling 3.5%).

The salary tables for the years 2025 and 2026 will be drawn up by the Joint Committee of the Collective Bargaining Agreement within 15 days following the official publication of the real CPI for the previous year.

Effective from January 1, 2024, levels 11 and 12 are removed from the base salary table, including these levels within level 10 (to be named Teleoperator/Operator from that point forward).

Likewise, effective from January 1, 2024, and as a consequence of removing levels 11 and 12, the job positions included in Group E outlined in Article 41 of this agreement will be unified into a single position, to be named henceforth as Skilled Trades Personnel, included in level 10.

Article 46. *Salary Supplements.*

Salary supplements are the amounts that, if applicable, must be added to the collective base salary for any concept other than the worker's annual regular working hours and their assignment to a professional group and remuneration level.

Salary supplements will mainly adhere to one of the following modalities:

– Personal: To the extent that they derive from the worker's personal conditions.
– Job-related: Comprising amounts that must be received due to the characteristics of the job position or the way the activity is performed.
– Time-related.

Salary Bonuses

Article 47. *Supplements for periods exceeding a month.*

The annual amounts included in the salary tables outlined in the annex of this Agreement encompass the base salary for the twelve natural months of the year, along with the two extraordinary payments in June and Christmas.

These extraordinary payments should be settled between the 15th and 20th days, both inclusive, in June and December respectively, and proportionate to the time worked in the natural half-year to which each payment corresponds.

By individual agreement, the total amount of the extraordinary payments can be spread across twelve monthly payments.

Article 48. *Job-related supplements.*

Language Allowance: This is received by operational staff who require the use of one or more foreign languages for their activities or the use of one or more co-official languages of the Spanish State outside the Autonomous Community where such co-officiality is recognized.

The monthly amount of this allowance for a full-time position will be as specified in the attached salary tables.

For part-time contracts, the allowance will be received proportionally to the contracted hours, regardless of the time spent using the language during work hours.

Article 49. *Supplements for holidays and Sundays.*

1. Anyone who provides services on any of the 14 annual holidays, irrespective of compensation with a paid day off, will receive the established surcharges.

2. The following days will be considered special holidays:

– December 25th
– January 1st
– January 6th

These days will be supplemented with surcharges as outlined in the attached tables, regardless of the compensation of a paid day off.

The days of December 24th and 31st from 8:00 p.m. will also be considered special holidays and will be supplemented with the surcharges detailed in the attached tables, without any compensation with time off.

3. Anyone working on Sundays will receive, as compensation, the surcharge indicated in the tables attached to this Agreement.

4. Surcharge for Sundays and special holidays cannot be accumulated. In cases of overlap, the one corresponding to the special holiday will prevail.

Article 50. *Night Shift Bonus*

Regarding night shifts, the provisions in the Workers' Statute regarding the same will apply.

Personnel working their regular shifts between 10:00 p.m. and 6:00 a.m. will receive this night shift allowance according to the amounts specified in the attached salary tables.

Article 51. *Overtime Hours*

While the signing parties of this Agreement agree on the importance of minimizing overtime hours, in case they are worked, the following valuation criteria are established:

Regardless of the actual remunerations received by the employee, the value of overtime hours will be the result of applying the percentages detailed below to the value of the standard hourly rate calculated as follows:

Standard hourly rate equals the annual salary per the Agreement table divided by the actual annual effective working hours.

a) Daytime overtime hours: Worked between 6:00 a.m. and 10:00 p.m. will be paid at a 25% increase on the standard hourly rate.
b) Night-time overtime hours: Worked between 10:00 p.m. and 6:00 a.m. will be paid at a 60% increase on the standard hourly rate.
c) Daytime overtime hours on special holidays (excluding Sundays): Worked between 6:00 a.m. and 10:00 p.m. will be paid at a 60% increase on the standard hourly rate.
d) Night-time overtime hours on holidays (excluding Sundays): Worked on a holiday between 10:00 p.m. and 6:00 a.m. will be paid at an 80% increase on the standard hourly rate.

By individual agreement, overtime hours can be compensated with time off, hour for hour in cases a) and b), and one and a half hours for each hour worked in the other instances.

Article 52. *Holidays pay*

Employees under this Agreement will receive, as compensation for their annual leave, the average of what they received for holiday supplements, special holidays, Sundays, night shift allowance, and language bonuses stipulated in the Agreement, as well as sales commissions and/or production incentives, based on ordinary activities related to their job position.
This compensation will be calculated following this formula:

a) Add up the amounts received for the salary supplements mentioned earlier in the current year by each employee.
To avoid duplications in commissions and/or incentives when received during vacation time, the amounts already received for these concepts during that period will not be included in this sum.
b) Divide this amount by 330 days (11 months of 30 days each, understood as the standard month) and multiply it by the 32 days of vacation established in this Agreement, or the proportional part for service less than a year.
The resulting amount from this formula will be paid in one lump sum in the January payslip of the following year, except in the case of an employee leaving the company, for any reason, before the end of the natural year, in which case it will be paid within the corresponding settlement receipt.
Companies that, prior to the signing of this Agreement, were already paying any of the mentioned supplements or bonuses during the annual vacation period will maintain this system, applying this formula exclusively for the remaining supplements.

Extra Salary Bonuses

Article 53. *Transport Bonus*

An extra salary transport bonus is established for each effective workday for employees starting or finishing their shift from 12:00 a.m. (inclusive) until 6:00 a.m. (inclusive).

If both the beginning and end occur within the time frame specified in the previous paragraph on the same day, the amount set for this bonus will be doubled.

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

Article 54. *Travel Expenses and Allowances*

a) Travel Expenses: Travels that result from duties assigned to personnel and that need to be conducted outside the municipal boundaries where their work centre is located will be reimbursed by the company.

When using a personal vehicle for such travel, having been previously authorized by the company, compensation of 0.21 euros per kilometre traveled will be received.

b) Allowances: Personnel required by the company to travel to a location other than where their work centre is situated will receive an allowance of 16.41 euros for having one meal outside and lodging at their residence. For having two meals outside and lodging at their residence, they will receive 28.91 euros. In either case, the amount to be paid will be as stipulated in this Agreement. When staying overnight away from their residence, the company will cover accommodation expenses, not exceeding the equivalent of a three-star hotel category, and must be justified with the corresponding invoice.

The aforementioned amounts must be increased in line with any other salary raises.

CHAPTER XII
Prevention, Safety and Health at Work

Article 55. *Protection of Pregnancy and Natural Breastfeeding*

1. In accordance with the provisions of Article 26 of the LPRL, which will always be supplementary, the risk assessment must include determining the nature, degree, and duration of exposure of pregnant workers or those who have recently given birth to agents, procedures, or work conditions that may negatively affect the health of the worker or fetus in any activity susceptible to presenting specific risks. If the results of this assessment reveal a risk to the safety and health or a possible impact on pregnancy or breastfeeding, the company will take necessary measures to avoid exposure to such risks, either through adapting the conditions or working hours. These measures will include, if necessary, avoiding night work or shifts.

2. If such adaptation is not possible, or despite such adaptation, the conditions of a workplace could negatively affect the health of the pregnant worker or fetus, or during the breastfeeding period could affect the health of the woman and the child, as certified by an official medical certificate and confirmed by the Medical Services of the National Institute of Social Security or Mutual Insurance Companies, based on the Entity with which the company has contracted the coverage of professional risks, with the report of the National Health Service doctor who attends to the worker, she must perform a different job or function compatible with her condition. This change will be made following the rules applied in cases of functional mobility and will be effective until the worker's health allows her to return to the previous position. Companies, in consultation with worker representatives, must determine the list of exempted jobs from risks for these purposes.

If, despite the above, there is no compatible job or function, the worker may be assigned to a position not corresponding to her group (or equivalent category), retaining the right to the total remuneration of her original position.

3. If a change of position is also not technically or objectively possible, or cannot reasonably be demanded for justified reasons, the affected worker may be placed on pregnancy-related contract suspension, as envisaged in Article 45.1e) of the E.T, for as long as necessary to protect her safety or health and while the impossibility of returning to her previous position or another position compatible with her condition persists.

The contract suspension will end on the day the suspension due to childbirth begins or when the infant reaches nine months, respectively, or, in both cases, when the impossibility for the worker to return to her previous position or another compatible position disappears.

4. Pregnant workers have the right to be absent from work with remuneration for prenatal examinations and childbirth preparation techniques, upon prior notice to the company and justification of the need for these within working hours.

5. Without prejudice to the rights established by law, pregnant women will have the right to double the breaks established in Article 24 for continuous shifts or in any of their segments if it is a split shift, from the 22nd week of pregnancy.

6. The provisions in this Chapter will be adapted in their application to what is established in the current legislation at any given time.

Article 56. *Occupational Health*

The companies and the personnel affected by the scope of this Agreement are obliged to observe and comply with the provisions contained in the legislation on workplace safety and health in force at any given time, particularly those of Law 31/1995, of November 8, on Prevention of Occupational Risks, and its implementing regulations, as well as Royal Decree 39/1997 approving the Regulations on Prevention Services.

For these purposes, and as a complement to the aforementioned rules, the following are considered specific regulations for the Contact Centre sector:

– Royal Decree 488/1997, of April 14, on minimum safety and health provisions related to work with equipment including display screens.

– Royal Decree 486/1997, of April 14, on minimum safety and health provisions in workplaces.

Alongside the aforementioned legislation, the recommendations contained in:

1. The Technical Guide for the assessment and prevention of risks related to the use of equipment including display screens from the National Institute for Safety and Hygiene at Work.

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

3. The Medical Recognition Protocol for screen users from the Ministry of Health.

In compliance with this, the election of Prevention Delegates will be promoted, and Health and Safety Committees will be formed under the same terms. In the same way, companies will conduct risk assessments and prevention plans following the guidelines indicated in this chapter.

Article 57. *Breaks in DDS.*

In addition to the breaks outlined in Article 24 of this Agreement, without being cumulative with them, and also counting as effective working time, operations staff who perform their duties on data display screens will have a five-minute break for each hour of effective work. These breaks will not accumulate.

The distribution and manner of these breaks will be the responsibility of the company, organizing them logically and rationally based on service needs. These breaks cannot delay or start more than 15 minutes before the fixed hours for their execution.

Article 58. *Sectorial Joint Committee for Health and Safety.*

Within a month from the signing of this Agreement, the Sectorial Joint Committee for Health and Safety will be constituted, comprising 4 members from the employer representation and 4 members from the representative organizations of the trade unions signing the Agreement. Two advisors per representation may participate in the Committee meetings with voice but without a vote.

At its constitution, the Committee will elect a permanent secretary, designate the address where the Committee can receive official notifications, and approve its internal operating regulations. In each meeting, among its members with voice and vote, a person will be chosen to moderate the debates.

The members of this Committee will exercise their representation for the duration of

this Collective Bargaining Agreement, and such representation will continue until an agreement allowing the signing of the new Agreement is achieved. The Sectorial Joint Committee for Safety and Health, at its constitution, may appoint an equal number of substitutes, who will replace the titular members in cases of absence, resignation, or death, following the terms established in its internal regulations.

Article 59. *Functions of the Sectorial Joint Committee for Health and Safety.*

Its specific functions are:

a) Represent the Contact Centre sector before the Foundation for the Prevention of Occupational Risks, acting as its valid interlocutor, and consequently, promoting specific actions and projects for the sector within its competence.

With this character, collaborate with the Foundation in monitoring approved initiatives and request the inclusion of the peculiarities and needs of the Contact Centre sector within its general objectives and established general plan.

b) Ensure compliance with the provisions in this chapter of the Agreement and, if necessary, refer to the Joint Interpretation Committee any issues arising from the application and interpretation of the articles related to safety and health at work, accompanied, if appropriate, by the corresponding report.

c) Inform regarding compliance with occupational risk prevention regulations, both generally and, if necessary, specifically, promoting it through appropriate channels.

d) Agree on the instructions necessary for the optimal management of resources allocated to prevention, safety, and health at work.

e) Request suggestions from companies and from Prevention Delegates and Health and Safety Committees as necessary to improve risk assessment plans and prevention.

f) Conduct studies and research on prevention, safety, and hygiene matters, as well as organize courses and conferences on the same.

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

h) Approve its internal operating regulations and any modifications that must be made to it, either due to the Foundation's own development or the Committee's needs.

i) Produce an annual report on the status of occupational risk prevention, safety, and health in the Contact Centre sector.

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

Article 60. *Health Surveillance.*

All staff affected by the scope of this Agreement will undergo annual medical check-ups at the company's expense. The check-ups will always be voluntary; for this purpose, companies will send a letter to their staff indicating the time of these check-ups, including a form or separate document allowing those who do not wish to undergo them to communicate this decision to the company.

However, the criteria of Article 22 of the LPRL and Article 37 of the Prevention Services Regulation will be applied in any case.

Therefore, it will be addressed as a fundamental part of preventive activity, and its results will be analysed using epidemiological criteria to investigate the possible relationship between exposure to risks and health hazards, proposing subsequent measures to improve working conditions and the environment.

Health surveillance measures must include, at a minimum:

A) Medical and occupational history and examination: Blood and urine analysis; electrocardiogram when there are family risk factors, generally from the age of 40.

B) Specialist examination: Ear examination by a specialist; throat examination.

C) Application of the medical check-up protocol for users of display screens issued by the Ministry of Health, with special consideration of risks that may affect pregnant or recently postpartum workers and individuals particularly sensitive to certain risks. (Visual function questionnaire; ophthalmological examination; musculoskeletal symptoms questionnaire; musculoskeletal system examination; task characteristic questionnaire; assessment of mental workload questionnaire.)

Article 61. *Risk Assessment.*

For the purpose of carrying out the obligatory risk assessment and the subsequent prevention plan, the minimum list of risk factors to be considered in this assessment by sector companies is established as follows:

A) Physical, chemical, and biological factors: Temperature, humidity, air currents, aeration/ventilation, air conditioning installation; lighting, glare; noise levels; presence of radiation; levels of irritating or harmful dust in the environment; contact with chemicals (in the case of toner handling); infections from shared use of headsets, voice tubes, microphones, and conventional telephones.

B) Safety factors: Falls from the same or different levels; detachment or falling objects; electrical contacts; fires or explosions, emergency evacuation, emergency signage, fire safety measures, and fire safety signage.

C) Ergonomic factors: Application of the National Institute of Safety and Hygiene's technical guide for assessing workplaces with display screens; order and cleanliness; physical efforts leading to fatigue; computer lists and documents with insufficiently sized characters and inadequate line spacing.

D) Psychosocial and organizational factors: Work breaks; time between calls less than 23/35 seconds in automatic re-marking positions; fatigue and associated negative effects due to physical and mental task demands; knowledge and clarity of work procedures and their supervision; knowledge and clarity of guidelines for client-required management; work schedules and shifts that negatively impact family life.

Article 62. *Training and Information on Prevention.*

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

For the sake of appropriate consistency in the training and information to be provided in preventive matters in the sector, referring both to Prevention Delegates and workers, companies will ensure, regardless of the different individuals or entities that provide them, that such training and information are developed, at a minimum, according to the following program:

A) Training for Prevention Delegates.

The syllabus will adhere to the following modules and hours:

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

Subjects:

1.1. Work and health. (1 hour).
1.2. Occupational risk (3 hours).

1.2.1. Risk location.
1.2.2. Common risks.
1.2.3. Risk classification.
1.2.4. Procedures.
1.2.5. Types and preventive approaches.

1.3. Occupational damage (3 hours).

1.3.1. Work accidents.
1.3.2. Occupational diseases.
1.3.3. Stress, aging, dissatisfaction.

1.4. Regulatory framework (1 hour).

1.4.1. Definition of concepts according to the LPRL.
1.4.2. Principles of preventive action.
1.4.3. Company and worker obligations.

1.4.4. Public bodies related to occupational health.
1.4.5. Consultation and participation.
1.4.6. Responsibilities and sanctions.
1.4.7. Other regulations.

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

Subjects:

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

2.1.1. Workplaces.
2.1.2. Electrical risks.
2.1.3. Fire risk.

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

2.2.1. Physical contaminants: noise, vibrations, lighting, temperatures, radiation.

2.3. Specific risks (4 hours).

2.3.1. Risks linked to work with display screens.
2.3.2. Risks related to other job conditions.

2.4. Risks linked to psychosocial and organizational aspects (3 hours).
2.5. Risks related to the operation of the preventive management itself (1 hour).

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

Subjects:

3.1. Organization of preventive work (9 hours).

3.1.1. Risk identification.
3.1.2. Risk assessment.
3.1.3. Implementation of preventive measures.
3.1.4. Monitoring system.

3.2. Promoting participation (2 hours).

3.2.1. Prevention training.
3.2.2. Worker information.

3.3. Documentation and preventive bodies (2 hours).

4. Health monitoring of workers (Total duration 2 hours).

Subjects:

4.1. Health surveillance (2 hours).

5. Elementary risk prevention systems:

Special preventive measures (Total duration 4 hours).

Subjects:

5.1. Signage (1 hour).
5.2. Personal protective equipment (1 hour).
5.3. Emergency and evacuation plan (2 hours).

6. First aid. (Total duration 2 hours).

B) Training and information for the workforce.

Training and information for the workforce will be provided through a leaflet, uniform for the entire sector, which, with a practical, informative, and educational nature, will be given to all individuals at the time of their hiring.

This leaflet, the standardised model of which shall be approved by the Sectorial Joint Health Committee, must be supplemented in each company with its specific points, primarily related to evacuation instructions, in accordance with the emergency and evacuation plan established in each case.

CHAPTER XIII
Equality of opportunities between men and women

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

The parties affected by this Agreement, and in its application, commit to promoting the principle of equal opportunities and non-discrimination based on sex, marital status, age, race, nationality, social status, religious or political beliefs, affiliation or non-affiliation with a trade union, as well as for language reasons, within the Spanish State. Individuals shall not be discriminated against due to psychological or sensory disabilities, provided they are fit to perform the job or employment in question.

This commitment also involves removing obstacles that may affect the achievement of equality between women and men, as well as implementing positive action measures or other necessary measures to correct possible situations of discrimination.

The provisions in this Chapter, in their application, will adapt to what is established in the current legislation at any given time.

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

1. Employment relationships in companies must be governed by the principles of equality and non-discrimination, including, among other reasons, gender. Companies will make their best efforts to achieve equal opportunities in all their policies, particularly gender equality, by adopting measures aimed at preventing any type of labour discrimination between men and women.

2. Companies with more than fifty employees must prepare and implement an equality plan with the scope and content referred to in Organic Law 3/2007, for effective equality between women and men. This plan must be negotiated with the legal representation of the employees, in the manner determined by labour legislation.

The obligations established in Articles 45 and 46 of Organic Law 3/2007, of March 22, should be understood as applying to each company, without prejudice to the specificities that may be established in the plans regarding certain work centres in accordance with Article 46.3 of said organic law.

3. Companies forming part of a group of companies may develop a single plan for all or part of the group's companies, negotiated according to the rules established in Article 87 of the Workers' Statute for this type of agreements if agreed upon by the organizations empowered to do so. This possibility does not affect the obligation, if applicable, of companies not included in the group plan to have their own equality plan.

4. Equality plans, including preliminary assessments, must be negotiated with the legal representation of the employees in accordance with this article. For these purposes, a negotiating committee will be established, with equal representation from the company and the employees, the composition of which will be governed by the criteria established in Article 5 of Royal Decree 901/2020, of October 13, which regulates equality plans and their registration and modifies Royal Decree 713/2010, of May 28, regarding the registration and deposit of collective labour agreements and agreements. The minimum content of the Equality Plans, their assessment, and pay audits will comply with what is established in the current legislation at any given time.

5. In accordance with the fourth paragraph of Article 11.1 of Law 14/1994, of June 1, regulating temporary employment agencies, the measures contained in the user company's equality plan will be applicable to employees provided by temporary employment agencies during the periods of service provision.

Article 65. *Remuneration Register.*

1. In order to make effective the right to equal treatment and non-discrimination between women and men in terms of remuneration, companies must have a remuneration register for their entire workforce, including managerial staff and senior positions. This register aims to guarantee transparency in the configuration of salaries, in a faithful and updated manner, and adequate access to the company's remuneration information, regardless of its size, through the documented preparation of averaged and disaggregated data.

2. The remuneration register must include the average values of salaries, salary supplements, and extra-salary benefits of the workforce disaggregated by sex and distributed in accordance with what is established in Article 28.2 of the Workers' Statute and Article 5 of Royal Decree 902/2020, of October 13, on pay equality between women and men.

Article 66. *Remuneration Audit.*

1. Companies obligated to have an Equality Plan must conduct a pay audit that includes an evaluation of job positions, in order to identify jobs of equal value and detect possible salary differences between them that originate from gender discrimination.

2. The job evaluation aims to make a global estimation of all the factors that occur or may occur in a job position, taking into account their incidence and allowing for the assignment of a score or numerical value to it. The valuation factors must be considered objectively and must be necessarily and strictly linked to the development of the work activity.

The evaluation must refer to each of the tasks and functions of each job position in the company, provide confidence in its results, and be suitable for the sector of activity, type of organization of the company, and other characteristics that may be significant for these purposes, regardless, in any case, of the type of employment contract that will fill the positions.

3. The Pay Audit must include an action plan to correct the detected salary inequalities, with defined objectives, specific actions, a timeline, and the person or persons responsible for its implementation and monitoring. The action plan must contain a monitoring system and the implementation of improvements based on the results obtained.

Article 67. *Sectorial Gender Equality Joint Committee.*

1. To ensure the correct application of the Agreement concerning the contents and principles outlined in this Chapter, it is agreed to establish a Committee composed of the business organizations and trade unions that have signed it. Its purpose is to study equal opportunities in the Sector and active policies to eliminate any potential discrimination or breach of the equal opportunities principle that may arise due to sex or gender.

2. The Committee shall have among its responsibilities:

– Mediation or, if applicable, arbitration in cases where the parties voluntarily and jointly request its intervention to resolve their disputes directly related to the regulation of equality matters established in this Agreement.

– Advisory analysis, without binding character, that the definition of professional groups defined in this Agreement adheres to criteria and systems guaranteeing the absence of direct and indirect discrimination between women and men and the correct application of the principle of equal pay for work of equal value.

3. The Gender Equality Committee shall hold at least two meetings every year.

4. Its composition shall be equal between trade union representation and business representation, and it shall include the trade unions that have signed this Agreement.

5. To adequately perform the functions of the Sectorial Gender Equality Committee, such as analysing and studying the situation of equality plans in sector companies during the Agreement's validity, the trade union organizations that have signed the Agreement will have an additional paid complementary hourly credit equivalent to a full working day

for each of the trade unions. The allocation of this credit and the designation of its members to the mentioned Committee will correspond, at all times, to the signing trade unions.

Article 68. *Guarantees for the shared exercise of maternity and paternity.*

1. Suspension of the contract due to childbirth.

Childbirth, including delivery and care for a child under twelve months, will suspend the employment contract of the biological mother for 16 weeks, of which the six immediately following the birth must be mandatory, to be enjoyed on a full-time basis, ensuring the mother's health protection.

Childbirth will suspend the employment contract of the parent who is not the biological mother for 16 weeks, of which the six immediately following the birth must be mandatory, to be enjoyed on a full-time basis, to fulfil the care duties established in Article 68 of the Civil Code.

In cases of premature birth or when, for any other reason, the newborn must remain hospitalized after birth, the suspension period may be counted, upon request of the biological mother or the other parent, from the discharge date. The six weeks following the birth, mandatory suspension of the biological mother's contract, are excluded from this calculation. In cases of premature birth with low birth weight and in those cases where the newborn requires, due to a clinical condition, hospitalization after birth for a period exceeding seven days, the suspension period will be extended for as many days as the newborn remains hospitalized, up to a maximum of thirteen additional weeks, and in the terms established by regulation.

In the event of the child's death, the suspension period will not be reduced, except if, after the six weeks of mandatory rest, a return to work is requested. The suspension of the contract of each of the parents for childcare, once the first six weeks immediately following birth have passed, can be distributed at their discretion, in weekly periods to be enjoyed in an accumulated or interrupted manner, exercised from the end of the mandatory post-birth suspension until the child reaches twelve months. However, the biological mother may begin this period up to four weeks before the expected due date.

The enjoyment of each weekly period or, where appropriate, the accumulation of these periods, must be communicated to the company with a minimum advance notice of fifteen days.

This right is individual to the employee and cannot be transferred to the other parent.

The suspension of the employment contract, after the initial six weeks immediately following birth, can be enjoyed on a full-time or part-time basis, subject to agreement between the company and the employee, and as determined by regulations. The employee must notify the company, with a minimum notice of fifteen days, of the exercise of this right. When both parents exercising this right work for the same company, the company's management may limit their simultaneous exercise for well-founded and objective reasons, duly explained in writing.

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

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

In cases of adoption, fostering for adoption, or foster care, the suspension will last for sixteen weeks for each adoptive parent or guardian.

Six weeks must be taken on a full-time basis immediately following the judicial decision establishing adoption or the administrative decision of fostering for adoption or foster care.

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

In no case will the same child entitle the same employee to several suspension periods.

The enjoyment of each weekly period or, where appropriate, the accumulation of these periods, must be communicated to the company with a minimum advance notice of

fifteen days.

The suspension of these ten weeks can be exercised on a full-time or part-time basis, subject to agreement between the company and the affected employee, in terms determined by regulations.

In cases of international adoption, when prior travel of the parents to the adoptee's country of origin is necessary, the suspension period provided for each case in this section may start up to four weeks before the adoption resolution.

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

The employee must notify the company, with a minimum advance notice of fifteen days, of the exercise of this right.

When both adopters, guardians, or foster carers exercising this right work for the same company, it may limit the simultaneous enjoyment of the ten voluntary weeks for well-founded and objective reasons, duly motivated in writing.

3. Disability of the child.

In the case of a child's disability at birth, adoption, while in foster care for adoption, or foster care, the suspension of the contract referred to in paragraphs 1 and 2 will have an additional duration of two weeks, one for each parent. The same extension will apply in the case of multiple births, adoptions, fostering for adoption, or foster care for each child after the first.

Employees will benefit from any improvements in working conditions they may have been entitled to during the contract suspension in the cases referred to in this article.

Article 69. *Measures to protect victims of gender-based violence.*

1. An employee who is a victim of gender violence and is forced to leave the workplace in the locality where they were employed to ensure their protection or access to comprehensive social assistance will have preferential rights to occupy another job in the same group or equivalent level that the company has available in any of its work centres. In such cases, the company will be obliged to communicate any vacancies existing at that time or those that may arise in the future to the employees.

The relocation or change of work centre will initially last for six months, during which the company must reserve the job previously held by the employees.

After this period, the employees may choose to return to their previous job or continue in the new one. In the latter case, the mentioned obligation to reserve the job will cease.

2. Absences or tardiness caused by physical or psychological violence derived from gender violence, as certified by social welfare or health services, will not be counted against the employee.

3. Employees who are victims of gender violence will have the right, to ensure their protection or access to comprehensive social assistance, to reduce their working hours with a proportional reduction in salary or to reorganize their working time through schedule adjustments, flexible hours, or other forms of work time management used in the company.

4. They will also have the right to perform their work totally or partially remotely or to cease doing so if remote work was the established system, provided in both cases that this mode of service provision is compatible with the employee's position and functions, as well as the service required by the main client.

5. The employment contract may be suspended by the employee forced to leave their job due to being a victim of gender violence.

In this case, the initial suspension period cannot exceed six months unless from the judicial protection proceedings it is determined that the victim's protection rights require the continuation of the suspension. In this case, the judge may extend the suspension for periods of three months, up to a maximum of eighteen months.

Chapter XIV
Social Benefits

Article 70. *Salary supplements in cases of temporary incapacity.*

1. Any improvements agreed upon within companies or those habitually applied in the same will be respected at all times.
2. Temporary incapacity due to work-related accidents: Companies will provide supplements up to 100% of the Collective Bargaining Agreement salary from the first day.
3. Temporary incapacity due to illness:

a) From day 1 to day 3, 70% of the Collective Bargaining Agreement salary, capped at 9 days per year, with medical leave.
b) From day 4 to day 20, 75% of the Collective Bargaining Agreement salary with medical leave.
c) From day 21 onwards: 100% of the Collective Bargaining Agreement salary for up to a year, with medical leave.

In case of hospitalization, regardless of the day of admission and its duration, the supplement will be at 100% of the Collective Bargaining Agreement salary from the first day of the sick leave.
4. The Collective Bargaining Agreement salary includes: salary base, extraordinary payments, normal public holiday supplements, special public holidays, Sundays, night shift bonuses, and language bonuses.
5. Reporting sick leaves and their verification will be carried out in accordance with the procedure established by Social Security regulations. Staff will accept, upon prior notice, being examined by the Private Health Insurance Company's doctor, so they can provide information on their inability to work. Any disagreement, if present, will be submitted to the Social Security Medical Inspection.

Chapter XV
Offences and Sanctions

Article 71. *General Principles*

1. The current rules regarding disciplinary measures aim to maintain labour discipline, which is a fundamental aspect for the normal coexistence, technical order, and organization within the company, as well as to guarantee and defend the legitimate rights and interests of workers and employers.
2. Offences that constitute a contractual breach by the contracted person may be penalised by the Company Management in accordance with the grading established in this chapter.
3. Every committed offence will be classified as minor, serious, or very serious.
4. Regardless of its classification, the offence will necessitate written and justified communication from the company to the affected individual.
5. The imposition of sanctions for serious or very serious offences will be notified to the legal representation of the workers.

Article 72. *Minor Offences The following are considered minor offences:*

The following are considered minor offences:

1. More than three instances of lateness within thirty days without justified cause.
2. Absence from work for a day within a month without justified cause. It becomes serious if the absence causes severe harm to the company.
3. Leaving the workplace without justification or briefly abandoning duties during the work shift. If such abandonment causes significant detriment to the company, colleagues, clients, or fellow employees or results in an accident, the offence can be considered

serious or very serious.

4. Failure to inform about an absence from work due to justified cause in advance, and not providing justification within twenty-four hours afterward, unless proving it was impossible to do so.

5. Neglect or carelessness affecting work performance or in the maintenance of machines, tools, installations, either belonging to the company or the clients'. If such negligence significantly affects service delivery, the offence may be classified as serious or very serious.

6. Not following service orders or disobeying commands, classified as minor matters.

7. Disrespectful behaviour or lack of consideration towards subordinates, colleagues, superiors, personnel, or the public. Engaging in arguments during work hours and using offensive or indecorous language can be considered minor offences.

8. Occasional lack of personal hygiene and cleanliness.

9. Failure to inform the company about changes in residence, address, or other circumstances affecting work activities.

10. Inadequate or improper conduct with the public, provided there's no justified complaint from the client; in case of a justified complaint, it can be classified as serious or very serious.

Article 73. *Serious Offences*

The following are considered serious offences:

1. Committing more than two minor offences within a quarter, excluding lateness unless there has been a written warning.

2. More than four instances of lateness at work within thirty days. Just one instance of lateness might be deemed serious when relief to a colleague is required, provided there's no justified cause.

3. Absence from work for two days within a month without justified cause. It becomes very serious if the absence causes significant harm to the company.

4. Serious disobedience towards superiors regarding work or impolite replies to colleagues, superiors, or the public. If it seriously affects discipline or causes obvious harm to the company, colleagues, or the public, it is considered very serious.

5. Impersonating a colleague while signing in or out; both the person impersonating and the one impersonated are subject to punishment.

6. Voluntary reduction of the usual activity and negligence in work that affects the smooth running of the service.

7. Simulating illness or accident and not submitting the official sick leave within seventy-two hours of issue, unless proving it was impossible.

8. Misusing company time, materials, tools, or machines for personal or unrelated work purposes.

9. Misappropriating tools, either belonging to the company or its clients'.

10. Causing accidents intentionally, negligently, or due to inexcusable recklessness.

11. Mishandling records, documentation, notebooks, or any official notes without due formalities, leading to significant consequences deserving special disciplinary action; when particularly relevant, it is deemed very serious.

Article 74. *Very Serious Offences*

The following are considered very serious offences:

1. Repeatedly committing serious offences within a six-month period, even if of different natures, provided that a sanction has been applied.

2. More than twelve unjustified instances of lateness within six months or thirty instances within a year, even if they have been sanctioned independently.

3. Three or more unjustified absences from work within a month, more than six within six months, or thirty within a year, even if they have been sanctioned independently.

4. Misrepresentation, disloyalty, fraud, breach of trust, theft or robbery, whether to co-workers, to the company or to third parties related to the service during or outside the

performance of their duties.

5. Damaging, disabling, or causing harm to machines, systems, facilities, buildings, belongings, documents, etc., belonging to the company or its clients, or causing accidents intentionally, negligently, or due to inexcusable recklessness.

6. Undertaking personal or other work while on sick leave or manipulating facts to extend such leave.

7. Habitual and repeated lack of personal hygiene and cleanliness, leading to justified complaints from superiors, colleagues, or third parties.

8. Being drunk or intoxicated by any other drug during work hours that affect work performance.

Dismissal is only applicable when intoxication is habitual, defined as having received two prior written warnings for the same reason.

9. Breach of confidentiality of company documents or those of individuals whose premises host service provision, failing to maintain the necessary discretion or confidentiality regarding sensitive issues and services requiring such discretion. Also, misuse of information contained in databases, violating the provisions of the Data Protection Law in force.

10. Verbal or physical abuse, serious disrespect towards superiors, colleagues, subordinates, or their families, as well as clients and individuals within the premises where services are provided, and their personnel, if any.

11. Abandonment of work in positions of responsibility after assuming them, or passivity in fulfilling responsibilities.

12. Voluntary and continuous decline in performance.

13. Acts of sexual harassment or harassment based on sex, with particular gravity if directed towards subordinates abusing a privileged position.

For these purposes, acts of sexual harassment or harassment based on sex are understood as any behaviour within the company of a sexual nature or related to a person's gender that aims to or results in attacking a person's dignity, especially creating an intimidating, degrading, or offensive environment.

14. Abuse of authority.

15. Unfair competition by engaging in identical activities as the company, within or outside working hours, or pursuing activities in direct conflict with the service.

16. Requesting or demanding remuneration or gifts from third parties for their services, regardless of the form or pretext used for donation.

17. Recklessness in service if it poses a risk of accident for oneself, colleagues, personnel, or the public, or risk of damage to installations.

Article 75. *Sanctions*

1. For minor offences:

a) Verbal warning.
b) Written warning.
c) Suspension from work with loss of pay for up to two days.

2. For serious offences:

a) Suspension from work with loss of pay for one to ten days.
b) Disqualification from promotion for one year.

3. For very serious offences:

a) Suspension from work with loss of pay from 11 days to 3 months.
b) Temporary or permanent loss of professional job level.
c) Dismissal.

To impose the aforementioned sanctions, the legislation in force will be followed, and if applicable, the legal representation of the employees will be informed of the sanctions for serious or very serious offences.

Minor offences will expire after 10 days; serious offences after 20 days; and very

serious offences after 60 days from the date the company became aware of the incident, in any case, expiring after six months from the date of the incident.

All offences will be recorded in the personal file of the individual committing the infraction. Minor offences will be erased after two months, serious offences after four months, and very serious offences after one year.

CHAPTER XVI
Professional Training

Article 76. *General Principles*

In accordance with the provisions of Article 23 of the Workers' Statute, and in order to facilitate the training of the personnel working in this sector, employees shall have the right to be provided with opportunities to pursue studies leading to officially recognized academic or professional qualifications and to participate in enhancement courses organized by the company itself or other institutions.

Article 77. *Objectives*

Professional training will aim to address, among other things, the following objectives:

A) Adaptation to the job position and its modifications.
B) Specialization within the scope of one's own job.
C) Professional retraining.
D) Expanding the knowledge of workers applicable to the sector's activities.

Article 78. *Sector-level Training*

The signatory parties of this Agreement accept the entire content of the current Vocational Training for Employment Agreement (VTEA), which will be implemented within the functional scope of this Agreement.

For this purpose, a Joint Committee will be established within one month from the publication of this Agreement, operating throughout the Agreement's validity period, its extension, and the period of continuation, functioning as the Sectorial Training Committee. This Committee will consist of four representatives from the trade unions that signed this Agreement and four representatives from the companies.

The functioning of this Committee will be determined by its own agreements. Additionally, two individuals from each representation will be part of it as advisors, with a voice but without voting rights.

The Sectorial Training Committee is authorized to undertake any necessary initiatives for the implementation of the said Agreement.

Article 79. *Information*

Companies will inform, in advance, the legal representatives of the employees about their annual training plan, and these representatives may issue reports on it, which in no case will be binding.

A Joint Training Committee will be established within the company, equally composed of representatives from the company and the trade union side. This Committee will be responsible for improving and developing information processes and participation in training plans. It will also have competencies in monitoring, minimizing incidents, and ensuring the quality of the training provided. This Committee will have its own operating regulations.

Article 80. *Pre-hiring Training Periods and Continuous Training*

The pre-employment training period will be considered finished when the individual starts attending actual calls.

When hired individuals are required to attend mandatory training courses, companies

will pay for the hours spent at the hourly rate based on the applicable Agreement level corresponding to their salary grade.

CHAPTER XVII
Trade Union Rights

Article 81. *Legal Representatives of Workers*

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

Article 82. *Right to Information*

Companies shall provide a notice board in each work centre, whether external or internal platforms, available to the unitary representation of the workers and each legally established trade union section. This board will allow them to display, in an appropriate location with easy visibility and access, trade union and labour-related propaganda and communications. Posting such communications and propaganda outside of these notice boards is prohibited.

Article 83. *Hours for the Legal Representation of the Workers*

The paid leave hours provided for the legal representation of the workers under the Workers' Statute may be accumulated monthly by one or more members, subject to the wishes of the interested parties.

Accumulation should occur on a monthly basis, and any unused hours cannot be carried over to other months, either collectively or individually, except for companies where, due to their workforce count, they have only one representative, who may accumulate their hours every two months.

Additionally, both unitary and trade union roles and their respective credits may be accumulated by the same individual.

For this purpose, the transfer of accumulated hours must be submitted in writing to the company before utilization, duly signed by the transferor and accepted by the transferee. The transfer can be made between the legal representation of the workers, whether unitary or trade union, interchangeably.

Article 84. *Electoral Procedure. Election*

In accordance with the authorization granted by Article 69.2 of the Workers' Statute and considering the workforce's mobility in the sector, eligible individuals must be at least 18 years old and have been with the company for at least three months may be eligible.

Given the specific characteristics of service provision in Contact Centre companies, elections for employee representatives and members of the Workers' Council will occur at the provincial level. Consequently, a Workers' Council will be established in companies within this scope that have no fewer than fifty employees. If this number is not reached, the appropriate number of employee representatives will be elected.

Article 85. *Representation in Temporary Business Associations*

When there is no legal representation of the workers in temporary business associations, in accordance with Title II, Chapter I of the Workers' Statute, the most representative trade unions have the right to appoint a trade union delegate in the temporary business association employing more than one hundred individuals, regardless of their contract type.

The appointed trade union delegates, following the provisions of the preceding paragraph, will have the rights, powers, and competencies regulated in Article 10 of the Trade Union Freedom and Representation Law (LOLS), except for matters relating to hourly credit, which is limited to fifteen hours per month.

Article 86. *Information on Personnel Selection Processes*

Companies must inform their legal representation of the workers about the criteria for personnel selection processes, the commencement of these processes, and if possible, the number of people to be hired.

If the criteria set by the company remain unchanged from one process to another, there is no obligation to reiterate them.

Article 87. *Preference for Workers' Representation*

The legal representation of the workers will have priority in remaining at the work centre compared to other personnel within the scope of their functions in cases of early termination of the employment contract due to a decrease in workload, as regulated in this Agreement.

CHAPTER XVIII
Joint Interpreting Committee

Article 88. *Composition and Functions*

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

This Committee will be based in Madrid.

The Committee will be composed equally by five representatives from each party, the trade unions, and the companies signing the Agreement. Each representation will have four alternates. The Committee may seek occasional or permanent advisory services on matters within its competence, through individuals freely appointed by the parties, who will have a voice but no vote.

Every year, the Committee will elect a Presidency and a Secretariat from its members with both voice and vote. Both the Presidency and the Secretariat will be alternately held by trade union and business representatives, and both roles cannot be held simultaneously by the same representation.

Agreements of the Committee will, in any case, require a majority vote from each of the two representations.

The specific functions of the Committee are:

a) Monitoring and interpreting this Agreement and overseeing its application and development, in accordance with Article 91 of the Workers' Statute.

b) Mediating in case of disagreement after the consultation period in substantial modification procedures of working conditions (Article 41 of the Workers' Statute), internal flexibility, collective employment regulation files, or any other voluntarily submitted to this Committee by the parties.

c) Providing prior information in cases of non-application of the Agreement and mediating between the parties if requested.

d) Mediating in conflicts voluntarily submitted by the affected parties regarding the application or interpretation of the sectoral regulations referred to.

e) Addressing, prior to administrative and judicial recourse, collective disputes filed by those legitimately empowered concerning the application of the provisions derived from this Collective Bargaining Agreement.

The submission and resolution of a matter by the Joint Committee exempt the prior knowledge procedure when the same matter is repeated.

f) Compiling an annual report on the level of compliance with the Collective Bargaining Agreement, the difficulties encountered in its application and interpretation, and the progress of the works designated for performance by specific Committees as outlined in the Agreement.

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

Article 89. *Procedure*

Issues brought before the Joint Committee will be classified as ordinary or extraordinary, determined by any of the participating parties.

In the first scenario, the Committee must resolve within fifteen days, and within 48 hours in the second.

Apart from meetings upon request of the Committee members, the Presidency will convene quarterly meetings to monitor its functions and tasks.

Meetings will be convened by the Presidency, specifying the issues to be addressed, and written minutes will be recorded, sent within one month to all Committee members.

When the meeting is requested by the workers or companies, the procedure will be formalized in writing, stating:

1. Identification of the requesting parties, providing necessary personal and social data.
2. Acting capacity (worker or company), explicitly stating representation powers if applicable.
3. Type of action required.
4. Statement of facts and the points under submission.
5. Signatures. If mediation is sought, the document must be jointly signed by the conflicting parties, explicitly committing to submit the dispute to Committee mediation.

The Committee may establish a standardized procedure initiation model.

Expenses resulting from the Committee's actions will not be charged to members of the trade unions signing the Agreement or to entities associated with the employer's representation signing the Agreement.

Upon receiving the initiation document, the Committee will review it within 15 days to ascertain compliance with requisites, clarity of facts, points submitted, and the type of action needed.

If any formal, incurable defects are observed, the Committee will request rectification within a maximum of five business days, suspending its decision period. Should the parties fail to rectify within the stipulated period, the case will be closed.

If the facts or points submitted lack clarity, the Committee will suspend its decision period to request clarifications or amplifications, giving the parties a five-day period to respond. Failure to respond will result in the case closure; if one party complies and the other does not, the Committee will proceed based on the compliant party's clarifications.

If the type of action required falls outside the Committee's competence, it will inform the parties, closing the case.

The Committee may request reports and technical advice to aid in resolving contentious issues.

After receiving all requested reports and clarifications, the Committee will convene within the following five business days to issue a resolution report as appropriate.

The procedure will conclude upon the issuance of the report or resolution within the stipulated timeframe, fully notified to the parties involved, with the original document filed after being signed by the Presidency and the Secretariat. Parties may request certified copies signed by the Secretariat with the Presidency's approval.

If no agreement is reached during the Committee meeting, the report or resolution will record each representation's position.

Seeking the Committee's intervention does not waive the involved parties' rights to administrative, arbitration, or judicial recourse, as appropriate.

All proceedings handled by the Committee will be archived upon completion and stored at the Committee's headquarters under the Secretariat's custody.

While the procedure is ongoing in the Committee, the parties cannot resort to other instances or employ pressure tactics or declare collective disputes until the Committee addresses the matter.

Article 90. *Hourly Credit for Sectorial Joint Committees and Sectorial Observatory*

For the proper administration and governance of this Agreement through established Sectorial Joint Committees and the Sectorial Observatory, except for those Committees

stipulated in this Agreement with additional hourly credit, the signing trade union organizations will have the right to avail themselves for the equivalent of eighteen persons hours, nominatively distributed, ten allocated to CCOO and eight to FeSMC-UGT, according to their representation in the Agreement negotiation.

The exercise of this right will be determined through agreements with each trade union organization.

Article 91. *Contact Centre Sector Observatory*

The signing parties of this Agreement agree to establish a Contact Centre Sector Observatory during its validity, where all organizations, employer and trade union, signing the Agreement will be represented. This Observatory will study and discuss all matters of interest to the Contact Centre sector, including but not limited to professional training, professional classification structure, etc.

Participation in this observatory will not generate additional trade union hourly credit beyond that established in this Agreement, which will remain in its current terms and hours for each of the signing trade union organizations as detailed in Article 90.

CHAPTER XIX
Equal Opportunities

Article 92. *Equal Treatment*

The parties affected by this Agreement commit to promoting the principle of equal opportunities and non-discrimination based on gender, identity or sexual orientation, marital status, age, race, nationality, social status, religious or political beliefs, trade union membership or non-membership, as well as linguistic reasons, within the Spanish State. Individuals with psychological or sensory disabilities will not be discriminated against provided they are fit to perform the relevant job or employment.

The provisions in this Chapter, in their application, will be adapted to comply with the legislation in force at any given time.

Article 93. *Measures to Protect Victims of Terrorism*

1. Employees who are victims of terrorism and are compelled to leave their workplace in the locality where they were employed in order to secure their protection or their right to comprehensive social assistance will have preferential rights to occupy another job of the same group or equivalent level that the company has available in any of its work centres. In such cases, the company will be obliged to inform the employee about the available vacancies at that time or those that may arise in the future.

The transfer or change of work centre will initially last for six months, during which the company must reserve the employee's previous job position.

After this period, the employee may choose between returning to their previous job or continuing in the new one. In the latter case, the aforementioned obligation to reserve the previous position will cease.

2. Employees who are victims of terrorism will have the right, to ensure their protection or their right to comprehensive social assistance, to reduce their working hours with a proportional salary decrease or to rearrange their working time through schedule adjustments, flexible hours, or other forms of work time arrangements used in the company. They will also have the right to work fully or partially remotely or to stop working if this is the established system, provided that this method of service delivery is compatible with the role and functions performed by the individual.

Article 94. *Equal Treatment for the LGBTI*

Community Companies will particularly ensure equal labour rights, equality, and the protection of the dignity of personnel belonging to the LGBTI community.

CHAPTER XX
Extrajudicial Conflict Resolution

Article 95. *Submission to VI ASAC*

The signatory parties to this Agreement consider it necessary to establish voluntary procedures for resolving collective conflicts. Therefore, they agree to adhere to the VI Agreement on Autonomous Resolution of Labour Conflicts (VI ASAC) (Extrajudicial System) currently in force, and any that may replace it during the validity of this Agreement, which will have full effect within the scope of this Agreement.

Those collective conflicts falling exclusively within the Autonomous Community's jurisdiction will be submitted to the institutions created for this purpose within that Community.

ADDITIONAL PROVISIONS

First Additional Provision. *Common-law partnerships.*

The same rights as those granted to spouses in marriage under this Agreement are recognised for individuals who, without having married each other, live together in an affective, stable, and enduring union, subject to proof of these aspects by certification of registration in the corresponding official registry of common-law partnerships. In areas where no official registry exists, this certification can be substituted by a notarised document.

In cases of conflicting interests with third parties, the recognition of the appropriate rights will be made in accordance with the ruling issued by the competent administrative or judicial authority, as per the prevailing legal framework.

Second Additional Provision. *Sexual Harassment.*

The parties affected by this Agreement commit to ensuring that the company fosters an environment free from health risks, particularly regarding sexual harassment, by establishing procedures in companies for filing complaints by those who are victims of such treatment to immediately obtain help. This will be accomplished by using the Community Code of Conduct concerning the protection of the dignity of women and men at the work.

First Transitional Provision

The compensation for expenses arising from remote work referred to in Article 19 of this Agreement, within the period from November 29, 2022, to December 31, 2022, is as follows:

– For employees with weekly working hours of 30 hours or more, €1.18 will be paid per day worked in that mode.
– For employees with weekly working hours of less than 30 hours, €0.93 will be paid per day worked in that mode.

Companies that made an advance payment in 2022 of a 2.5% salary increase will adjust it by 1% to reach the 3.5% envisaged in Article 45 for the year 2022.

Second Transitional Provision.

Effective from January 1, 2024, Levels 11 and 12 will be removed from the basic salary tables, with these levels being included in Level 10, which will be denominated as Teleoperator.

From that date, the Agreement's Levels will be as follows:

Group A:

Managers: Level 1.
Department or area managers: Level 2.

Group B:

Higher degree holders: Level 4.
Medium degree holders: Level 5.

Group C:

Project managers: Level 3.
Functional analysts: Level 3.
Analysts: Level 4.
System Technicians A: Level 4.
System Technicians B: Level 5.
Systems Assistant: Level 8.
Analyst-Programmer: Level 5.
Senior Programmer: Level 5.
Junior Programmer: Level 6.

Group D:

Administration Manager: Level 5.
Administrative Technician: Level 6.
Administrative Officer: Level 8.
Administrative Assistant: Level 10.
Service Manager: Level 5.
Supervisor A: Level 6.
Supervisor B: Level 7.
Coordinator: Level 8.
Trainer: Level 8.
Quality Agent: Level 8.
Telephonic Manager: Level 9.
Teleoperator/Operator: Level 10.

Group E:

Skilled Staff: Level 10.

The elimination of Levels 11 and 12 and their integration into Level 10 will render ineffective the second and third paragraphs of Article 40.1 of this Agreement from January 1, 2024.

Final derogatory provision.

For the purposes established in Article 86.4 of the Workers' Statute, the signing parties, as stated in the Preamble, agree that this National Collective Bargaining Agreement for the Contact Centre Sector replaces, repeals, and renders null and void, in its entirety and entirety, the National Collective Bargaining Agreement for the Contact Centre Sector 2015-2019, published in the "Official State Gazette" on July 12, 2017.

ANNEX I

Base Salary Table 2022, 2023, and 2024

Professional Category	Level	2022 – Euros	2023 – Euros	2024 – Euros
		3,50%	3,50%	3,00%
Executive.	1	36.889,27	38.180,40	39.325,81
Department or Area Managers.	2	33.430,63	34.600,71	35.638,73
Project Managers, Functional Analysts.	3	28.824,64	29.833,50	30.728,50
Higher Degree Holders, Analysts, System Technicians A.	4	24.218,64	25.066,29	25.818,28
Medium Degree Holders, System Technicians B, Analyst-Programmer, Senior Programmer, Administration Manager, Service Manager.	5	21.337,83	22.084,65	22.747,19
Junior Programmer, Administrative Technician, Supervisor A.	6	18.201,13	18.838,17	19.403,31
Supervisor B.	7	17.375,68	17.983,83	18.523,35
Systems Assistant, Administrative Officer, Coordinator, Trainer, Quality Agent (Quality).	8	16.508,94	17.086,76	17.599,36
Telephonic Manager.	9	15.931,14	16.488,73	16.983,40
Teleoperator / Specialist Operator.	10	15.064,43	15.591,68	16.059,43
Administrative Assistant, Teleoperator / Operator / Skilled Staff.	11	14.490,00	15.120,00	
Skilled Staff Assistant.	12	14.490,00	15.120,00	

ANNEX II

Salary tables for 2022, 2023, 2024 of normal public holidays surcharges, special public holidays surcharges, Sundays, Language supplement, Night Work supplement, and Transport supplement

		2022 – Euros	2023 – Euros	2024 – Euros
Special Public Holidays Surcharge.	6	100,66	104,19	107,31
	7	96,08	99,44	102,43
	8	91,29	94,48	97,32
	9	88,08	91,16	93,90
	10	83,30	86,21	88,80
	11	79,61	83,07	

		2022 – Euros	2023 – Euros	2024 – Euros
Normal Public Holidays Surcharge.	6	47,47	49,13	50,60
	7	45,33	46,92	48,33
	8	43,05	44,55	45,89
	9	41,52	42,98	44,27
	10	39,29	40,66	41,88
	11	37,56	39,19	
Sunday Surcharge.	6	16,34	16,91	17,42
	7	15,62	16,16	16,65
	8	14,84	15,36	15,82
	9	14,31	14,82	15,26
	10	13,54	14,01	14,43
	11	12,95	13,51	
	Language Bonus (monthly)	115,56	119,60	123,19
	Night Shift Bonus (per hour)	1,74	1,80	1,85
	Transport Supplement Bonus (per day)	5,79	5,99	6,17

Costs of teleworking

	2022 – Euros	2023 – Euros	2024 – Euros
Working week of 30 or more hours.	1,18	1,22	1,26
Working week of less than 30 hours.	0,93	0,96	0,99

Note: These amounts refer to 8-hour workdays. The hourly rate is obtained by dividing the base salary, as stated in the tables in Annex I, by the maximum annual working hours of 1,764. For shorter workdays, the proportional part should be calculated.

The amounts for the other salary levels, not included in this table, except for those coinciding, will be calculated using the same method as used for this.

When public holidays are not compensated with a day off, no extra payment will be made, and working on a public holiday will be compensated with a 75% increase for daytime hours and an 80% increase for night-time hours.