



**VIII NATIONAL COLLECTIVE AGREEMENT FOR  
GENERAL OR REGULATED NON-CONCERTED  
OR UNSUBSIDIZED PRIVATE EDUCATIONAL  
CENTRES**

## Article 5.- Lower-scope agreements

In the collective agreements with a national lower scope or higher to that of the Employer/institution that might be negotiated after the signature of the current collective agreement, the following items will specifically be excluded from the negotiation: the probation period, the classification of the employment status, the types of recruitment, the disciplinary measures, the minimum safety and health regulations and the spatial mobility.

Likewise, in the collective agreements within the scope of a Employer/institution that might be negotiated after the signature of the current agreement, the following items will specifically be excluded from the negotiation: the salaries, the classification of the employment status, and the working hours and holidays. Its temporal scope will obligatorily come to an end on December 31 2009.

These restrictive conditions will be maintained in all the collective agreements that may be negotiated. Likewise, and on the assumption that provincial or regional negotiations might affect the scope established in this conventional text, it will be necessary to reach a previous agreement between the legitimate Employers' association and the trade union organizations. The signing organizations of this collective agreement do undertake that their trade union delegates and associated centres do respect the current resolution.

## CHAPTER II

### Notice of termination, review and extension

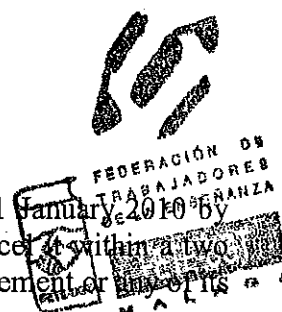
Article 6.- The current agreement will annually be extended from 1 January 2010 by tacit renewal unless any of the parties involved would decide to cancel it within a two months' notice prior to the expiry of the period of validity of the agreement or its extensions.

Article 7.- Once the notice of termination of the agreement has become effective, the signing parties will undertake to begin a round of talks in a period of time not exceeding a month before the expiry date of the agreement or its extension. The former agreement will be enforced until the new agreement is signed.

## CHAPTER III

### Collective Agreement Committee

Article 8.- A Collective Agreement Committee will be constituted for the interpretation, mediation and arbitration of the current agreement. In the first meeting both the President and the Secretary will be appointed. They will be responsible for calling and moderating the meeting, drawing up its minutes, and recording and filing the issues tackled.



## **Article 20.-Training contract**

Its purpose is to provide a suitable theoretical and practical training for workers to adequately carry out their job.

They will be signed by workers older than 16 years old and younger than 21, except for the following social groups to whom this maximum limit will not be applied, provided that they lack the degree requested to carry out a practice contract:

-Disabled people

-Unemployed people with more than three years in the unemployment situation.

-Unemployed people in a situation of social exclusion.

-Immigrants, during the first two years of work permit, except for the cases when the necessary training and skills are demonstrated for the proper carrying out of the job.

-The minimum duration of the contract will be of 6 months and the maximum duration of 2 years. This duration might be extended up to three years on the assumption that the worker had not completed the educational cycles corresponding to the compulsory education, or completes the theoretical and practical training that enables him/her to acquire the necessary qualifications for the proper carrying out of the job; and up to four years in the case of disabled workers.

The salary will correspond to the S.M.I. irrespective of the time devoted to the training programme.

The time devoted to the theoretical training will amount to 15% out of the maximum working hours stipulated in the agreement. Its distribution might be established by the company (alternate and/or concentrated).

On the assumption that the worker continued in the company when the contract expires, a new period of probation will not be signed for the same job, and the duration of the former contract will be considered in terms of seniority in the job. Therefore, the worker will be promoted to the category immediately superior to his/hers.

## **Article 21.-Part-time contract**

The labour contract will be signed on a part-time basis when the provision of services has been agreed for a number of hours: a day, a week, a month or a year, lower than the working hours on a full time established in this agreement.

This type of contract will be signed either on an indefinite or definite time, except on the assumption of a training contract. And it will be formalized according to the legislation enforced. The number of contracted working hours a day, a week, a month or a year alongside its distribution will have to be clearly specified in the contract.

In the case of a worker that partially retires after he/she has reached the retirement age, the relief contract that the company signs to substitute the amount of the working hours left vacant by him/her might be indefinite or annual. In the latter case, the contract will automatically be extended by annual periods to expire or extinguish in the way aforementioned in the last paragraph.

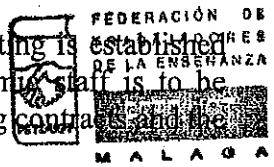
On the assumption that we are dealing with a definite time contract and may not be converted into an indefinite time contract, upon completion of this contract, the concerned worker will be entitled to receive an economic compensation equivalent to the proportional part of the amount resulting from paying 9 days of salary per each year of service.

The working time might be fixed either on a full time or part-time basis. In any case, it will at least be equal to the number of working hours left vacant by the worker that is to retire in advance.

The job of the relieving worker will be the same as that of the replaced worker or an analogous one corresponding to the same professional group or equivalent category.

#### **Article 23.-Fixed staff**

A limitation to the principle of freedom of definite-duration contracting is established for the educational worker. A minimum personnel of fixed academic staff is to be established on a 40% basis. The relief contracts, the temporary posting contracts and the work and service contracts are to be excluded.



In the newly-created companies, during the first five years from its opening, the minimum staff of fixed personnel will amount to 20%.

The current article might be reviewed by both parties if the general labour legislation underwent any changes on this regard. The personnel delegates will ensure that the legal control established for the definite-duration contracts is duly enforced.

#### **Article 24.- the Probation Period**

All the new personnel, except when there is an agreement against, will be subject to the probation period in accordance with their professional category as established in this agreement. The maximum duration of the probation period will be:

- a) 3 months for the academic staff.
- b) 2 months for the non-academic staff holding a degree.
- c) 1 month for the administration and service staff holding a degree.
- d) 15 days for the administration and service staff that does not hold a degree.

Once the probation period has come to an end, the worker will form part of the staff of the Centre. Such a period will be considered and calculated for any purpose.

In any case, there will be at least 12 hours between the end of the weekly working time and the beginning of the next.

#### **Article 32.-**

The hours that exceed those stated in this agreement will be regarded as extraordinary or overtime. The worker will freely do overtime or extraordinary hours by mutual agreement with the owner of the Centre in accordance with the legislation enforced. As to his/her compensation, the overtime or extraordinary hours might be compensated with some equivalent days off.

#### **Article 33.- Annual estimate and irregular distribution by the Centre**

a) Academic staff:

- Teaching hours: 1089 hours
- Complementary hours: 237 hours
- Training hours: 50 hours

In those Centres where summer courses are not delivered, the annual teaching working hours of the academic staff, except in the pre-primary level, will amount to 1069 hours; the annual complementary hours will amount to 257 hours; and the annual training hours will amount to 50 hours. The companies affected by this agreement will be obliged to get adapted to this norm as long as it is enforced.

b) Non-academic staff holding a degree:

1396 hours

c) Administration and general service personnel:

1724 hours

The internal personnel, by way of compensation, will add 40 more hours to their annual working time.

The academic staff holding the position of Head-teacher, Deputy head-teacher, Head of Studies or Head of Department will add 210 more annual hours to the amount of working hours corresponding to the type of education he/she belongs to. These 210 hours will be devoted at the Centre to carry out the specific tasks corresponding to his/her administrative position.

Read the last paragraph of article 27 in relation to the academic staff.

### Article 47.- Temporary disablement

In case of temporary disablement, and during the first three months, the worker will be paid the necessary supplement to reach a 100% of his/her calculation basis. In case of IT reporting by labour accident, the affected worker will continue receiving the above-mentioned supplement one more month per every three years of seniority in the job at the Institution.

### Article 48.- Maternity and adoption

The worker in a maternity situation will receive the necessary supplement until completing a 100% of her total salary. In this case, the statutory leave for childbirth (and guarantee of job maintenance) will last 16 weeks. This time will be enjoyed by the worker on an uninterrupted basis. This period might be enhanced to two more weeks per each child after the second one on the assumption of a multiple birth.

In the case of premature babies and in those cases that, by any other circumstance, the baby must be hospitalised after the birth, the permit will be counted and calculated from the date of the hospital release at the request of the mother or, in her absence, of the father. The first six weeks subsequent to the childbirth of compulsory leave of the mother's contract will be excluded from the calculation.

Without detriment of the six weeks immediately subsequent to the childbirth of compulsory leave for the mother, in case both the father and mother work, the latter, at the beginning of the leave by maternity, might allow the father to enjoy a specific and uninterrupted part of the leave, either simultaneously or successively with that of the mother, unless the incorporation of the mother to work entails a risk to her health when it becomes effective.

In case there is a simultaneous enjoyment of the leave, the sum of the leaves will not exceed 16 weeks or those corresponding to a multiple birth.

These periods will be enjoyed either on a full-time basis or on a part-time basis prior to an agreement between the Employer and the worker.

In the cases of adoption and taking in of minors of up to 6-years old and older, and minors who are disabled, handicapped or undergoing problems of social and family insertion, the parties will comply with the legislation enforced accordingly.

### Article 49.-

The worker, prior to giving a written notice and justification, will be allowed to leave his/her work and entitled to receive his/her salary in the following cases and in accordance with the calendar days established:

- a) 15 calendar days in case of marriage.

Likewise, they will be entitled to have a reduction of their working time up to a maximum of 2 hours, with the subsequent proportional salary decrease.

The fixing of the leave time by breastfeeding will correspond to the worker within her own regular working time, who will be obliged to give a 15 days' notice to the Employer.

#### **Article 52.-**

When the academic staff attends training and update courses organized by the Centre, the tuition fees, transport, and accommodation will be paid by the Centre. This ~~collective agreement is attached to the III National Continuous Training Agreement~~ within the Private Education (Official State Bulletin dated July 19, 2001). The Employer will facilitate the contracted personnel who so desire it, their attendance to courses for the purposes of learning the language spoken of the Autonomous Province where the Centre is located.

**Article 53.-** The personnel affected by this agreement will be entitled to:

- a) Enjoy the necessary paid leaves to attend official exams provided the workers do not intend to obtain a job in another educational centre, as well as be given the possibility to choose his/her work shift, when the worker is studying a programme of studies leading to an academic or professional degree.
- b) Adapt his/her regular working time to professional training courses or be granted a professional training leave alongside the guarantee that his/her work post is to be maintained and reserved.

## **CHAPTER V**

### **Leaves**

#### **Article 54.- Compulsory leave**

A compulsory leave (that will entitle the worker to maintain his/her work post and the estimate of his/her seniority in the centre during its period of validity) will be granted (prior to its written communication to the Centre) in the following cases:

1. In case of appointment or election for a public post that makes it impossible to attend the job.



During this period, countable and estimative for the purposes of seniority in the Employer, the worker will be entitled to have his/her work post maintained or reserved.

#### **Article 57.- Voluntary leave**

The voluntary leave is requested by the worker who has at least a period of seniority at the Centre of 1 year.

This leave will have to be requested within a 15 days' notice. In case of being granted, it will be enjoyed during the months of July and August, unless the contrary is agreed.

~~The voluntary leave will be granted for a minimum of 2 years and a maximum of 5 years. This right will only be enjoyed once by the same worker if four years have elapsed since the end of the last leave.~~

The worker with a voluntary leave has the possibility of having his/her work post maintained or reserved provided that he/she communicates in writing his/her desire to get back to work before the leave expires. In case this is not done, he/she will be laid off.

If the granting of the voluntary leave were caused by a fellowship, an academic trip or a training or professional course, seniority would be counted and estimated at the Institution during the leave, and he/she would be given the possibility of automatically getting back to work within a maximum period of 7 days.

### **CHAPTER VI**

#### **Retirement pensions**

#### **Article 58.-**

The compulsory stoppage in the job due to retirement reasons will take place when the worker becomes 65-years old, provided that the affected worker had duly paid the Social Security the legally established period to be entitled to receive a retirement pension. This measure is adopted within the framework of a policy established to foster the stability and quality contracting stated in this agreement and the rest of the rules and regulations enforced. In any case, a subsequent date for the retirement stoppage might be agreed in case of mutual agreement between the Employer and the worker. A special retirement system is established when the worker becomes 65-years old in those cases in which the work post occupied by the retiring worker is not catalogued by the Centre to extinguish or downsize.

This special retirement will be arranged in accordance with the Royal Decree 1194/1985 dated July 17. Likewise, by mutual agreement between the Employer and the worker, the early retirement systems laid down by the legislation enforced might be arranged.



### Article 63.-

The workers that are hired to carry out a working time lower than that agreed in this agreement will receive their salary in proportion to the total number of contracted hours.

### Article 64.-

The salary tables on the attached documents III and IV within this agreement correspond to the working times that have been established in article 27 and onwards for the different professional categories.

## CHAPTER II

### Salary supplements, productivity bonus and transport extra-salary bonus

#### Article 65.- Temporary supplements of governing positions

The teachers holding a university degree that have been appointed Head-Teacher, Deputy Head-teacher, Head of studies and Head of Department will be granted the temporary supplements stated in the corresponding salary tables (Attached documents III and IV) as long as they do hold these positions.

#### Article 66.- Professional development supplement

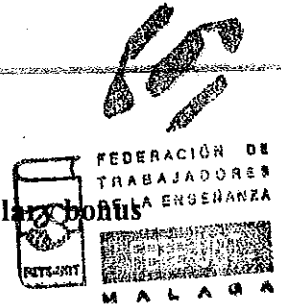
With a view to stimulating the workers' initiative toward the improvement of their training and quality in the service provision, as well as stimulating their own professional and economic development, the worker will receive a supplement for the training, skills and expertise acquired within a period of 5 years, provided that such training is organized by the Employer or specifically authorized by it.

The worker will be entitled to receive the afore-mentioned supplement provided that he/she demonstrates that he/she has completed over the last 5 years:

- 100 training hours (for the academic staff: group I)
- 40 training hours (for the non-academic staff: group I)
- 40 training hours (for the administration staff: group II)
- 15 training hours (for the general service staff: group III)

These calculations will comprise the training completed by the worker toward the development and update of his/her job. The 50 training hours established in article 33 of this agreement will be included in them.

In case the worker was in charge of delivering a training programme targeted at professionals within his/her own Institution and organized by this same Employer or specifically authorized by it, the teaching hours would amount to 2 hours of training.



Such an extra-salary bonus will be paid throughout eleven monthly payments.

**Article 70.-**

The personnel that stops working at the Centre or enters it throughout the academic year will be paid the supplements stated in article 59, its amount being prorated in proportion to the service time.

**Article 71.- Teaching productivity bonus**

All the teaching staff affected by this agreement will be entitled to receive a productivity salary bonus that will be paid throughout 11 monthly payments. Such a bonus is to stimulate and compensate for the quality of the teaching dedication inherent to his/her work post and the continuous update that it demands.

**Article 72.- Supplement for the completion of the Baccalaureate studies**

The academic staff of the Centres affected by the attached document III of this agreement that provide their services in the last year within the Baccalaureate studies will receive a supplement in compensation for their dedication and responsibility in the final performance of the student leading to the awarding of the High School diploma.

These staff will be paid a supplement amounting to 14% of the minimum salary in accordance with the articles of this agreement.

**Article 73.-Night work supplement**

The night working hours will entail a supplement of 25% of the minimum salary in accordance with article 37 of this agreement.

**Article 74.- Island situation bonus**

The workers of the Centres located in the Canary Islands or the Balearic Islands as well as in Ceuta and Melilla will continue receiving, where appropriate, a non-absorbable amount analogous to the so-called and disappeared residence and island situation bonus. The organizations that have signed up this agreement undertake to negotiate before the corresponding Autonomous Organs so that they do defray such a bonus.

**Article 75.- Job continuance pay**

The workers that have been hired before 31 December 1985 will be entitled (when they have been working 25 years at the Centre) to receive an extra pay amounting to 3 monthly payments. This pay will be paid at a time. The amount of the ordinary monthly payment corresponding to the payment date will be taken as the estimate base. The economic effects of this pay would become effective after the publication of this agreement in the BOE.

## TITLE 5

### AID AND PREVENTION SYSTEMS

#### CHAPTER I

##### Health and Safety at Work

###### Article 77.-Labour risks prevention

The resolutions within the law 31/1995 of November 8 concerning the Prevention of Labour Risks ("Official State Bulletin") related to all those issues pertaining to health and safety at work are to be enforced.

On this regard, both the Employers and workers under this agreement must comply with the afore-mentioned paragraph in accordance with the criteria and general resolutions laid down by the afore-mentioned law.

###### Prevention Delegates

The Prevention Delegates are the workers' representatives responsible for issues dealing with the prevention of labour risks. Their scope of action and duties are stated in article 36 within the 31/1995 law.

The Prevention Delegates will be appointed by and amongst the workers' representatives in accordance with article 34 of the 31/1995 law. In the Employers with up to 30 workers, the Prevention Delegate will be the Personnel Delegate. In the Employers with 31 to 49 workers there will be a Prevention Delegate who will be elected by and amongst the Personnel Delegates.

In the Employers with 50 or more workers the Prevention Delegates will be appointed by and amongst the workers' representatives in accordance with the scale laid down by article 35, number 2 of the 35/1995 law.

###### Health and Safety Committee

On one hand, in the Employers that have 50 or more workers there will be a Health and Safety Committee that will be made up by the Prevention Delegates, and on the other, by the Employer and/or his/her representatives in the same number as those of the Prevention Delegates, in accordance with article 38 of the afore-mentioned law. The Health and Safety Committee will have the powers and authority laid down by article 39 of the 31/1995 law.

The Prevention Delegates' credited hours will be those that correspond to them as workers' representatives in this specific issue and, in addition, the necessary ones towards the development of the following tasks:

## **CHAPTER III**

### **Trade Union Rights**

#### **Article 81.-**

The collective representation, trade union and workers' company meeting rights will be ruled by the resolutions laid down by the second title of the workers' Statutes and other regulations enforced.

With a view to facilitating the trade union activities within the Employer, Province, Region, or State, the accumulation of trade union hours on delegates or members of the Union representatives' Committee will be promoted by the Trade Unions by way of cessation of a sufficient number of hours, members or delegates belonging to the same Trade Union in one or several Employers. The credit of hours available each month will be non-transferable.

Each Trade Union affected by this collective agreement will negotiate with the Employers' Associations that have also signed up the agreement the accumulation of trade union hours corresponding to the academic level in which the accumulation of trade union hours becomes effective. Each period of accumulation of trade union hours will not exceed 3 months.

At the request of the workers who are members of a trade union, the Centres might discount the amount of the corresponding trade union fees in the workers' monthly payslip. The interested workers will forward a letter to the Centre's Management expressing their desire to have such an operation carried out.

The workers appointed by a negotiating trade union to participate in the official meetings of a negotiating scheme will be entitled to have a paid permit, provided that such meetings are statutory and are related to the issues raised within this agreement.

The presence of workers alongside their trade union representatives will be accepted in the same proportion as the trade union representatives, with a maximum of 2 workers by organization.

## **TITLE 6**

### **MISCONDUCT, SANCTIONS, INFRACTIONS**

#### **CHAPTER I**

##### **Misconduct**

-The neglect to disobey the educational requirements in accordance with the legislation enforced.

-In case of further major misconduct within a period of 6 months immediately after the first infraction.

### **Article 83.-Internal rules and regulations**

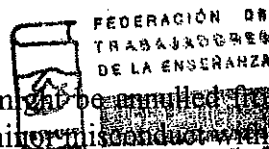
The internal rules and regulations might establish and typify situations, facts or omissions not included in this agreement.

### **Article 84.-Prescription**

The infractions made by workers will prescribe in the following terms: the cases of minor misconduct within 10 days; the cases of major misconduct within 15 days; and the cases of extreme misconduct within 50 days from the date the Centre has become aware of it and, where appropriate, within 6 months after it has been committed.

### **Article 85.- Annulment**

All possible misconduct committed by the worker in the past might be annulled from his/her personal record, if he/she had not committed any other: minor misconduct within a period of 3 months; major misconduct within a period of 6 months; and extreme misconduct within a period of 12 months.



## **CHAPTER II**

### **Sanctions**

#### **Article 86.-Types of sanctions**

Due to minor misconduct:

- A verbal admonition, and if reiterated, an admonition in writing.

Due to major misconduct:

-An admonition in writing and a notification to the personnel Delegates or the Trade Union representatives if the worker so desired. In case of further misconduct, there would be a stoppage of work and salary from 5 to 15 days. In addition, the sanction would be recorded in his/her personal record.

Due to extreme misconduct:

## Second.

The professionals that do hold the old non-academic professional category of "Educator" established in the former agreement will be equated with the non-academic professional category of "Watch" for all the purposes.

## Third.

The former seniority supplement included in the VII National Collective Agreement related to Non-Concerted or Unsubsidized General Educational Centres became extinguished and without any legal effect in this agreement from January 2006. Instead, ~~the professional development supplement becomes effective as stated in article 66 of this agreement.~~

As a result, the workers that were enjoying its corresponding seniority supplement will receive the payment of this same amount of money under the denomination of professional development supplement after the publication of this agreement in the Official State Bulletin.

With a view to receiving the new professional development supplement established in article 66, the workers that had been hired prior to the publication of this agreement will have the recognition of their time worked as well as 20% out of the number of training hours demanded per each year of service provision. Such recognition and situation will become effective from the perception date of the last three-year period or from the entry date to the Employer in case the worker was not entitled to receive such a payment.

## ADDITIONAL RESOLUTIONS

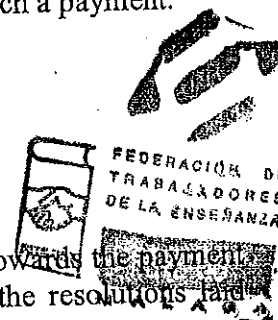
### First. Professional Development Supplement

The Employer will be obliged to offer the necessary training hours towards the payment of the professional development supplement, taking into account the resolutions laid down by article 66 of this agreement.

If the Employer had not offered the perceptive training hours should the  $\frac{3}{4}$  parts of the reference period (5 years) have elapsed, it should authorize the completion of these hours and comply with the resolutions referred to the rest of issues laid down by article 66 of this agreement

In case the afore-mentioned resolutions are not legally met, the worker will receive this supplement after 5 years' time, even though he/she has not completed the minimum number of hours requested.

On the assumption of periods of stoppage of the labour contract that count for the purposes of seniority at the Employer in accordance with the legislation enforced, the training hours to complete will be reduced in a proportional way to the period elapsed in such situation.



### **Fifth. Modification of the conventional text**

The Collective Committee is authorized to correct the composition mistakes or textual omissions of this collective agreement as well as its salary tables.

Likewise, the Collective Committee is authorized to carry out any type of adaptation of this conventional text to the legal changes that might arise accordingly.

### **Sixth. Temporary Employment Company Workers**

The negotiating organizations of this agreement do agree on the adjustment in relation to the minimum salary between the workers hired through a Temporary Employment Company and the workers of the Educational Employer.

### **Seventh.- Salary Guarantee Clause**

The salary tables corresponding to the years 2007, 2008 and 2009 will be made during the month of January of each of these years based on the Government CPI forecast.

Nevertheless, in order to guarantee the maintenance of the workers' purchasing power, these tables will be made by taking into account the deviation, where appropriate and for the purposes of calculation only, between the real CPI and the CPI forecast for the years 2006, 2007 and 2008.

### **Eight.-**

The possibility that the use of non-sexist modes of expression might cause this text to be difficult to read and understand, the signing parties of this text point out that all the words that define an activity or condition such as worker, employer, delegate, member, etc is used for both sexes, except for in those cases that legally correspond to the feminine sex.

## **ATTACHED DOCUMENT I**

### **Definition of Categories**

#### **GROUP I**

##### **A) ACADEMIC STAFF**

- a) Head-Teacher: He/she has been appointed by the owner of the Centre to direct, orientate, and supervise the educational activities as well as any other ones commissioned to him/her.
- b) Deputy Head-Teacher: He/she is responsible to assist the Head-Teacher and, in some cases, replace him/her.



Tenured teacher  
Assistant teacher  
Instructor

**NON-ACADEMIC STAFF**

**STAFF HOLDING A DEGREE**

**ADMINISTRATION PERSONNEL**

**Head of Administration**

Intendant  
Head of negotiations  
Official  
Auxiliary employee or telephone operator  
Candidate or applicant

**GENERAL SERVICE PERSONNEL**

Janitor  
Chef  
Cook  
Caretaker  
Employee responsible for maintenance and gardening  
General service and cleaning employee  
Canteen facility employee, guard, caretaker  
Kitchen assistant or messenger boy

