



WORKING HOURS

Teaching Staff (art. 28)

- The working hours will be **27 hours per week** and **237 complementary** never exceeding the 8-hour workday.
- Teaching staff will also dedicate **50 hours per year** o training, refresher courses and updating of knowledge.
- School management may transfer some teaching hours to complementary hours, and vice versa.
- Subject to prior agreement between company and employee, the annual working hours may be increased by a maximum of **90 hours**, which will not be considered overtime and shall be offered freely and accepted voluntarily, with preference given to part-time staff. Such hours shall be paid additionally, taking as a reference the normal hourly rate established in this Agreement.

Non-teaching staff (art. 29)

- The working hours of qualified staff in non-teaching positions will be **33 hours per week**.
- The working hours of the rest of complementary service staff and staff in groups III and IV will be **40 hours per week**.

Additional hours linked to a temporary post (art.30)

Teaching staff who hold the rank of Director/Principal, Deputy Head/Vice-Principal, Head of Studies or Head of Department, shall add **5 extra hours per week** to their workload in their corresponding post, which should be spent performing their specific role in the School.

The functions of the coordinator and the tutor can be carried out within the schedule established.

Weekly rest and break between working days (art. 31)

- The daily workday will not exceed 8 hours from Monday to Friday, and 4 hours on Saturdays.
- If the consecutive day and a half of rest cannot be taken on Saturday and Sunday, this will be taken on another day of the week instead.
- There should be a break of at least 12 hours between the end of the working day and the beginning of the next.

Overtime hours (art. 32)

The hours that exceed, in each case, the working hours established in this Agreement. The initiative to work overtime corresponds to the school and to the employee's free acceptance, always in accordance with current legislation. Overtime hours may be compensated by time off in lieu.

Annual calculation (art. 33)

	Schools with summer courses	Schools without summer courses
Teaching hours	1089 h.	1069 h.
Complementary hours	237 h.	257 h.
Training hours	50 h.	50 h.

- Qualified complementary service staff: 1.396 h.
- Other complementary service personnel and administrative and ancillary staff: 1724 h.
- Internal staff: 40h. more per year to compensate.

Hours spent at the workplace (art. 34)

The hours of mere presence of employees at the workplace will not be considered as part of the effective working day, nor will they count for the purposes of overtime.

Dining hall and transport supervision (art. 35)

Teaching staff who are entrusted and voluntarily accept to undertake the supervision of pupils during meals, break times or on school bus routes, will be entitled, respectively, to free school meals and others to using the school bus service free of charge.

Continuous shift during school holidays (art. 37)

ADMINISTRATIVE AND ANCILLARY STAFF. DURING THE SCHOOL HOLIDAY PERIODS, I.E. JULY AND AUGUST, will complete a continuous shift of a maximum of 6 hours daily and 48 consecutive hours of rest in the same months, except in boarding schools or similar, when a continuous shift would not guarantee a proper service, in which case other shifts can be worked to ensure the different services are duly attended.

ADMINISTRATIVE STAFF. DURING THE NON-SCHOOL DAYS CORRESPONDING TO THE CHRISTMAS AND EASTER HOLIDAY PERIODS, a continuous shift of 6 hours a day and can arrange shifts to attend the different services.

Reduction of working hours to care for dependents (art. 38)

Anyone who, for reasons of legal guardianship, has to care for a minor under twelve years of age or a person with a disability who does not perform another paid activity, shall be entitled to a reduction in the daily working hours, with a proportional reduction in salary, between, at least one eighth

and up to a maximum of half their daily working hours.

The time specification and the period during which the reduction of working hours will be taken correspond to the employee, within their normal working hours, who must give the employer 15 days' notice specifying the start and end dates of such reduction.

Work calendar (art. 39)

The company and workers' union representatives may establish, if they decide by mutual agreement, the internal work schedule of holiday periods, and may modify the duration of the same, bank holidays and special leaves of absence, while ensuring due attention to those services that must remain operative.

ANNUAL LEAVE (art.40)

All employees shall be entitled to 1 month's paid holiday for each full year of active service, taken preferably in summer, or the proportional number of days and to 5 days of annual leave, taken on working days on the official calendar established, preferably and if possible during the summer period.

Non-teaching staff (art. 41)

Shall be entitled to enjoy 6 calendar days of annual leave at Easter, and 8 Christmas; in both cases, these days shall be taken consecutively. The School Head will also determine a further 3 working days during the year.

Teaching Staff (art. 42)

The same holidays as pupils at Easter and Christmas..El 50% of the teaching staff will enjoy 2 more weeks of holiday over the summer period, in which the School Head will arrange shifts on a rota basis.

Schools offering summer courses or boarding facilities are excluded from this obligation. As compensation, 50% of the teaching staff of these Schools will receive, on a rota basis, a single salary supplement of 35% of their gross salary, payable as a single monthly payment.

LEAVES

Leaves of absence (art. 46)

Employees, prior written notice and justification, may take paid leave from work for any of the following reasons and periods of time:

- 15 days in case of marriage.
- 3 days in the event of the birth of a child, surgical intervention requiring hospitalisation or serious illness, accident, hospitalisation or death or day surgery requiring home confinement of relatives up to the second degree of kinship or affinity. Whenever the employee has to travel for this purpose, to another Autonomous Community or island, the time allowed is 5 days. In the case of foreign employees, this period will increase by 1 more day, should they need to travel to another country.

- 1 day for moving from the usual place of residence.
- For the time necessary to fulfil a duty of a public or personal nature.
- 1 day for a family wedding to the second-degree kinship or affinity.

- To perform trade union or workers' representative functions in the legally established terms.
- For pregnant employees to attend antenatal check-ups and classes, with prior notice and documented proof of the need to carry them out during working hours.

Unpaid leave (art. 47)

Up to 15 days' unpaid leave per year that must be granted if this is requested with at least 15 days' notice. If the request is made while another employee is also on unpaid leave, the School Head will make a decision based on the needs of the school and after listening to the workers' legal representatives.

NON-ACTIVE STATUS

Assignment of non-active status (art. 51)

Non-active status shall be granted, which will entitle job positions being held as well as the calculation of seniority in the company during its term, upon written notice to the School in the following cases:

- Appointment or election to a public office that precludes attendance at work.
- Due to illness, once the initial term of 18 months' temporary incapacity has elapsed.
- For the exercise of union functions, at a provincial or higher level, provided that the Trade Union Federation to which the employee belongs has sufficient legal representation.
- A year's leave for those teachers who wish to dedicate time to their professional development after ten years of active, consecutive professional service in the same School.
- The duration of an employee's pregnancy.
- Any other legally established grounds.

Employees assigned a non-active status must return to work within a maximum period of 30 calendar days from the end of the cause that led to their non-active status, after giving written notice to the Company.

AFFILIATION REQUEST FORM



PERSONAL DETAILS

Surname: First name:
 Address:
 Postcode: City: Region:
 Phone: Mobile Phone: E-mail address:
 N.I.F.: Date of birth: / /

PROFESSIONAL DETAILS

School name:
 Address:
 Postcode: City: Region:
 Phone: Fax:
 Degree: Job Category:
 Collective agreement: Starting Date at School: / /
 Employment: Yes No

BANK DETAILS

Banking Entity:
 Account holder details:
 Account number with IBAN: / / /



Mrs/Miss/Mr

Requests to join the Independent Union of Education of
and authorises the union to issue in the requestor´s name the receipts for the
affiliation fee and charge them on the bank account provided.

Signature:

..... on the of 20.....

In accordance with the provisions established by Law 15/1999 of Personal Data Protection, we inform the requestor that personal data supplied will be incorporated to the Trade Union´s database, authorising the Union to use them for the development and enforcement of trade union purposes, and to communicate or transfer these data, if necessary, to the Federación de Sindicatos Independientes de Enseñanza (FSIE), or the Unions from its same region. We also inform the requestor about their right to oppose, access, rectify and cancel the use of their personal data, according to the provisions established by Law, by given written notification to the Union they are joining.

Parental leave (art. 52)

Employees will be entitled to a period not exceeding three years, counted for seniority purposes in the company, to take care of each child born or adopted or in cases of guardianship for purposes of adoption or permanent fostering, as from the date of birth of the child or, as the case may be, of the date of the judicial or administrative ruling.

Successive children will generate entitlement to a new period of parental leave that, if taken, will put an end to the previous one.

During the first year, from the start of each period of parental leave, the employee will be entitled to have their job held. Upon completion of the same, and until the end of the period of leave, the job being held will be in the same professional group or an equivalent post.

Leave for looking after a family member (art. 53)

Workers will be entitled to a period of leave not exceeding two years to attend to the care of a relative, up to the second degree of kinship or affinity, who due to age, accident, illness or disability cannot look after themselves and do not perform any paid work.

During this period, which counts for seniority purposes, the worker is entitled to have their job held.

Voluntary leave of absence (art. 54)

Voluntary leave is that requested by the employee with at least one year of service in the School. It must be requested in writing at least 15 days in advance. If granted, it will begin to be enjoyed within the months of July and August, unless otherwise agreed. It will be granted for a minimum of 4 months and a maximum of 5 years. The same employee may

only exercise this right again if 4 years have elapsed since the last period of voluntary leave.

Employees on voluntary leave only retain a preferential right to return to the workplace to fill vacancies of the same or similar category that may arise, provided that they expressed their wish to return to work in writing before the expiry of their voluntary leave of absence. If this is not done, their employment at the School will be terminated.

RETIREMENT (art.55)

Employees may opt for any of the retirement modalities contemplated in current legislation, fulfilling the requirements established therein.

MATERNITY AND ADOPTION (art.44)

Employees on maternity leave will receive the necessary supplement until completing 100% of their total salary with the following conditions:

- It will last for 16 weeks taken consecutively, with entitlement to having their post held, and may be extended, in the case of multiple birth, by two additional weeks for each child from the second.
- It can be distributed at the discretion of the interested party provided that 6 weeks are taken immediately after the birth.
- In the event of death of the child the leave will not be reduced .
- In cases of premature birth or when the newborn must remain hospitalised after the birth, the suspension shall be computed at the mother´s request or the other parent, from the date of hospital discharge.

- At the beginning of the period of maternity leave, the mother may opt for the father to enjoy a certain part of the consecutive rest period, either simultaneously or successively.
- In cases of premature births where the newborn is underweight or requires hospitalisation after the birth for a period exceeding 7 days, the suspension period will be extended by the number of days the baby remains hospitalised, up to a maximum of 13 additional weeks, in accordance with the terms set forth in the regulations.

- In the event of disability of the child born, adopted or fostered, the suspension of the contract referred to in this title may be extended by a further 2 weeks.
- In the event that both parents work, the suspension period will be distributed at their discretion who will be able to take the leave simultaneously or successively, provided they are taken consecutively.

- These periods may be enjoyed on a full-time or part-time basis subject to mutual agreement between the company and the employee.

PATERNITY LEAVE (art.45)

the employee shall be entitled to suspension of the contract for four uninterrupted weeks*, extendable in the case of multiple childbirth, guardianship for the purposes of adoption or fostering by 2 more days for each child from the second.

This suspension is independent of the shared periods of maternity leave.

These periods may be enjoyed on a full-time or part-time basis of a minimum of 50%, subject to agreement between the company and the worker.

In the case of childbirth, the suspension corresponds

exclusively to the other parent. In cases of guardianship for the purposes of adoption or fostering, this right shall correspond only to one of the parents, at the discretion of the interested parties.

*Extended up to 5 weeks by final provision 38.1 Law 6/2018, from 3rd of July, General State Budgets 2018. Ref. BOE-A-2018-9268.

NURSING (art.48)

In cases of childbirth, adoption or guardianship for the purposes of adoption or fostering employees will be entitled to 1 hour off work per day, which may be split into two sessions, for nursing purposes until the child is 9 months old, will be increased proportionally in cases of multiple birth, adoptions or guardianship for the purposes of adoption and fostering.

They can also opt for a half-hour reduction in working hours for the same purpose or accrue these hours into full days to be taken consecutively immediately after the end of the maternity leave. Such accrual will amount to a paid leave of 20 calendar days.

TEMPORARY INCAPACITY (art.43)

In cases of temporary incapacity, and during the first three months, the employee will be paid the necessary supplement to reach 100 percent of their regulatory base amount.

In the event of a declaration for entitlement to temporary incapacity due to a work-related accident, the aforementioned supplement will continue to be paid to the employee affected for one additional month for every three years of seniority in the company.

EMPLOYEE FRINGE BENEFITS

Free schooling (art.80)

The children of the staff who provide their services on a full-time basis, will be entitled to a free place in regulated education taught at the School where the employee renders their service, provided that the number of students in this situation does not exceed 20% of the total number of students enrolled in the corresponding year group.

The children of employees in non-active status, except those included in title 1) of Article 51 and orphans, have the right to apply for and obtain a free place. If, due to the particular characteristics of the school, this right cannot be exercised, the employee may appeal to the Joint Collective Agreement Committee, which, once the case has been studied, will facilitate as far as possible the student´s placement in another school whose characteristics so allow.

School meals and transport (art.81)

Staff not affected by Article 35 may use the dining-hall and transport services paying 50% of the charge applicable to students, as long as the School Head considers that the needs, facilities and resources of the School so allow.

NOVELTIES

Removal of the transport bonus and conversion into dedication supplement (Trans. Prov.1ª)

The former transport wage supplement will disappear as from the first day of the month following the date of publication in the Official State Gazette (BOE) of this Collective Agreement, and from that date, it will be replaced by the new dedication supplement, regulated in Article 67 of the X Collective Agreement.

Until that date, employees will continue to accrue the former transport bonus in the terms set forth in Article 68 of the IX Collective Agreement.

Dedication supplement (art. 67)

Employees covered by this agreement with working hours equal to or greater than 60% of total hours, will receive a supplement for “dedication”, as part of their salary. The amount corresponding to each position is stipulated in the pay scales included in Annexes III and IV. It will accrue from the first day of the month following the publication of this Agreement and will be paid in 15 instalments (if the tables in Annex III apply) or 14 instalments (in the case of tables in Annex IV).

Part-time employees with working hours of less than 60% will receive this supplement in proportion to their working hours.

B.O.E. 11th of July 2018

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