

COLLECTIVE BARGAINING AGREEMENT (CBA) OF THE FUNDACIÓ PRIVADA INSTITUT DE RECERCA DE L'HOSPITAL DE LA SANTA CREU I SANT PAU (IR) FOR THE YEARS 2011-2014.

CHAPTER I. GENERAL PROVISIONS.

Article 1. Scope in terms of functions and staff.

1. This CBA shall apply to all IR employees providing services by means of an employment contract.
2. Excluded from the scope of application of this CBA are the following:
 - a) Staff as listed in Article 1.3 and Article 2 of the Workers' Statute, together with any other staff that may be excluded from the scope of this regulation.
 - b) Staff performing tasks as benefit directors, managers and similar.
 - c) Professionals who are registered to pay tax on their activities as liberal professionals, who, in the free exercise of their profession, receive financial remuneration for professional services rendered (even if provided in-house). The work of these professionals shall be governed by the provisions of the corresponding written service provision agreements.
 - d) Staff who provide their services as grant-holders or interns funded by the IR or by another public or private person, organization or institution.

Article 2. Timeframe.

This CBA shall enter into force on the day after it is signed.

Its duration will be four years running from 1 January 2011 to 31 December 2014.

Article 3. Demand for review.

Any of the company or union representatives who are CBA signatories may lodge a demand for review of the CBA. The written demand, addressed to the aforesaid representatives and to the labour authorities, must be lodged within three months of the date of expiry of the initial agreement or its extension.

Article 4. Extension.

If no demand for review is lodged, in accordance with the provisions of Article 3, the CBA shall be automatically renewed for one year counted from the end of its term, with the same terms and conditions to apply.

Article 5. Negotiating Committee.

Once a demand for review of the CBA is lodged, in accordance with the provisions of Article 3, a Negotiating Committee shall be formally constituted, within one month of the date of the demand for review, in order to negotiate the new CBA.

Article 6. Ranking of regulations.

This CBA and its provisions shall preferentially regulate relations between the company and its employees.

In matters not provided for, the provisions of the Workers' Statute and other provisions shall apply.

Article 7. Agreement totality.

The conditions of this CBA form an organic and indivisible whole and shall be interpreted globally for all practical effects and purposes.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Article 8. Personal guarantee.

From a strictly personal perspective, individual situations shall be respected which, overall and in the annual total, exceed those established in this CBA, also considered overall and in the annual total. This guarantee shall be strictly personal in nature.

Article 9. Absorption and compensation.

Remuneration as established by this agreement compensates and absorbs all remuneration existing at the moment of entry into force of this agreement, irrespective of their nature or origin.

Article 10. Joint Committee.

1. A Joint Committee will be established to monitor and interpret this CBA and, if necessary and provided the parties agree to submit to it, to assume reconciliation, mediation and arbitration functions.

2. The Joint Committee shall be composed of four members, two representing the employees and two representing the company. The employee representatives must be members of the Negotiating Committee and signatories of this CBA.

3. Persons designated by the parties to this CBA may be appointed as internal or external advisors with speaking but not voting rights. These advisors may only be summoned to meetings by the party that proposed them.

4. The postal address of the Joint Committee shall be that of the headquarters of the IR, namely, Avinguda Sant Antoni Ma Claret, No. 167, Barcelona (08025).

CHAPTER II.

WORK ORGANIZATION.

Article 11. Work organization.

Management has exclusive powers in terms of practical organization of work, insofar as the rules and regulations described in this CBA are concerned, within the limits laid down by law and notwithstanding its legally prescribed duty of informing the Works' Council.

CHAPTER III.

RECRUITMENT, PROMOTION, DISMISSAL AND CONTRACT TYPES.

Article 12. Recruitment.

1. Irrespective of the type of contract, persons will be hired on the basis of a trial period, whose maximum duration shall be as follows:

- a) Four months for research staff.
- b) Two months for the remaining staff.

Calculation of the trial period shall be suspended by temporary incapacity, maternity, paternity, pregnancy risk and adoption or foster care situations affecting an employee during a trial period.

2. The trial period shall be agreed in writing and the contract may be terminated by either party giving notice in writing to the other party, there being no obligation to give prior notice or to indemnify the other party.

3. An employee who previously performed the same functions for the IR, under any type of contract referring to employment (excluding, therefore, grant-holders), shall be entitled to have the time worked considered as part of their trial period.

4. Vacancies, whether temporary (excepting emergency situations or substitutions) or permanent, shall be filled

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by an open public competition, for both external recruitment and internal promotion. Excluded are vacancies for management posts and positions of trust.

5. The competition call shall specify the requirements of each vacancy in terms of qualifications, experience and other conditions. The selection process shall guarantee the principles of publicity, transparency, equality, merit, capacity and competence. Management may implement tests as it deems appropriate provided these do not represent discrimination in employment. The IR reserves the exclusive right to interpret the requirements, skills and suitability of candidates. The competition may be declared void if, in the opinion of the IR, candidates do not meet the minimum conditions necessary to fill the post.

Article 13. Promotion.

1. Vacancies to be filled on the basis of a permanent contract in the more senior subgroups of each professional group (except research staff) shall preferably be filled internally, on the basis of capacity, skills and aptitude combined with seniority, by means of a competition called for staff at lower grades within the same group.

Consequently, and notwithstanding the provisions of Article 12.4 and Article 12.5, the company shall specify the minimum requirements for the post and shall announce the vacancy as widely as possible (publication on the noticeboard and through the intranet) over a minimum period of 15 calendar days. The Works' Council shall receive a copy of the job description and call.

If no suitable candidates are available internally, in the opinion of management, then the vacancies may be freely filled otherwise.

2. Decisions regarding the appointment of research staff shall only be issued after the corresponding call for an open competition has been issued by the IR management.

Article 14. Resignation.

1. Staff who wish to resign shall issue notice in writing to the IR management, who, in turn, shall issue the corresponding acknowledgment of receipt in writing. Notice periods are established as follows:

a) One month for research staff.

b) 15 days for the remaining staff.

2. In the event that the agreed notice period is not complied with, the company may deduct, from outstanding pay, the proportional amount corresponding to each day for which no notice was issued.

3. If the notice period has been respected, the amount corresponding to outstanding pay shall be released on the last workday of the month in which the employment terminates, and otherwise by the 15th of the following month.

4. Employees who resign from the company, for whatever reason, must return all work-related and personal protection materials and equipment on their last workday, together with any other effects, including identity cards and clothing, issued on or after commencing employment in the company. Employees must also ensure that any lockers assigned to them are left empty.

In the event of non-compliance with this obligation, the company shall be authorized to take the steps necessary to ensure proper functioning of its services and to deduct the amount corresponding to unreturned materials and equipment from any outstanding pay.

Article 15. Contract types.

1. All forms of contract allowed for by law are admissible.

2. Article 20 of Law 14/2011, of 1 June, on science, technology and innovation, sets out the different employment contract types applying to research staff who fulfil the requirements established for each type of contract.

The different types of contracts are as follows:

a) Predoctoral contract.

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1. This form of contract, to cover research tasks performed within the context of specific and innovative projects, is open to persons admitted to a doctoral programme and in possession of either an undergraduate degree worth at least 300 European Credit Transfer System (ECTS) credits or a master's degree or equivalent. Staff employed under this contract type will be referred to as trainee predoctoral researchers.

2. Contracts of this kind shall be formalized in writing between the trainee (as employee) and the public university or research body to which the research unit belongs (as the employer). The contract must be accompanied by a letter of admission to the doctoral programme, issued either by the unit responsible for the programme or the doctoral or graduate school, as applicable.

3. The contract will be full-time and for a fixed duration. Duration will be one year, renewable annually, for as long as the individual remains in the programme, on the basis of a favourable report issued by the academic committee corresponding to the doctoral programme or the doctoral or graduate school, as applicable. Under no circumstances may the programme including renewals last for more than four years.

Temporary incapacity, pregnancy risk, maternity, adoption, fostering, breastfeeding risk and parenting will suspend calculation of contract duration.

4. Remuneration for employment under this form of contract may not be less than the following proportions of pay for equivalent categories as referred to in this CBA: 56% for the first two years, 60% for the third year and 75% for the fourth year.

b) Contract for access to the Spanish Science, Technology and Innovation System.

1. This form of contract is open to persons in possession of a doctoral degree or equivalent. The limit of five years or seven years for persons with a disability, as referred to in Article 11.1 of the Workers' Statute, shall not apply.

2. The employment will refer primarily to the performance of research tasks aimed at developing a high degree of proficiency and specialization and at consolidating professional experience.

3. The contract shall be for a minimum of one year and a maximum of five years. When the contract has been agreed for less than five years, it may be renewed successively for minimum periods of one year. No researcher may be hired, by the same or a different organization, under this form of contract for more than five years.

Temporary incapacity, pregnancy risk, maternity, adoption, fostering, breastfeeding risk and parenting will suspend calculation of contract duration.

4. The activities of researchers hired under this form of contract may be evaluated at the end of the second year, in accordance with Article 22.2 of Law 14/2011.

5. Researchers may perform teaching tasks related to their proposed research activity up to a maximum of 80 hours per year, in accordance with Article 22 of Law 14/2011.

6. Researchers hired under this form of contract may not be paid less than research staff performing similar activities.

7. Article 11.1 of the Workers' Statute shall apply to any circumstances not foreseen in this article.

c) Distinguished researcher contract.

1. This form of contract may be entered into by any Spanish or foreign researcher holder of a doctoral degree (or equivalent) and of recognized prestige in the corresponding scientific-technical field.

2. The object of this contract type will be to implement research or manage research teams, research centres or outstanding scientific and technological facilities or programmes of key importance in the knowledge field in question, all within the context of the functions and objectives of the employer.

3. The duration of the contract shall be as agreed by the parties.

4. Timetable, workday duration, holidays and annual and other leave shall be those established in the contract clauses.

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5. Employment contracts may not be entered into with other bodies, unless expressly authorized by the employer or by written agreement to the contrary, and notwithstanding rules regarding conflicts of interest.
6. The contract will be subject to a system for objective monitoring as established by the employer.
7. The contract may be withdrawn by the employer, giving three months' notice in writing and notwithstanding the possibility of the employer terminating the contract for justified reasons. In the event of total or partial failure to comply with the notice period, the researcher shall be entitled to the pay corresponding to the days for which notice was not given.

In the event of the employer withdrawing from the contract, the researcher shall be entitled to receive compensation for unfair dismissal as provided for in the Workers' Statute, without prejudice to the amount that may accrue as a consequence of total or partial failure to comply with the notice period.

d) Contract to implement a specific scientific-technical research project.

1. This form of contract may be entered into with research staff or technical staff.
2. This contract shall be governed by regulations governing contracts for specific projects or services. Not applicable, however, is the maximum duration of three years, renewable for a further year by means of a sectoral national collective agreement, or failing that, by means of a sectoral collective agreement at a lower level, as established for this type of contract in Article 15.1a) of the Workers' Statute.
3. The provisions of points 1 and 2 of Article 15.5 of the Workers' Statute, referring to linking between contracts, shall not apply, in accordance with the provisions of Section 3 of the 15th Additional Provision of the Workers' Statute.
4. Applicable instead, to employees to whom Law 14/2011, of 1 June, on science, technology and innovation is not applicable, shall be the different contract forms regulated by the Workers' Statute, including the following:
 - a) Contract for a specific project or service.

This type of contract may be used to implement a particular project or service featured by its autonomy and distinctive nature within the company's activities and whose implementation, although limited in time, is, in theory, uncertain in terms of duration.

This form of contract may be used in order to establish agreements or contracts with third parties with a view to implementing, in or outside the centre, specific tasks or experimental or other programmes or to establish research lines and/or projects with other organizations. It may also be used for formal calls to tender for certain projects.

In all cases, the contract must adequately, precisely and clearly specify and identify the project or service which is the purpose of the contract. The duration of the contract shall depend on that of the agreement, that specified in the call and/or continuance of the corresponding funding.

Any contract for a specific project or service which fails to comply with the above requirements shall be deemed to be indefinite.

2. Regarding labour relations for part-time temporary employment contracts, for which the possibility of working additional hours over and above the hours stated in the contract has been agreed, the following issues shall be taken into account:

- a) The number of mandatory additional hours that may be agreed in the contract may not exceed 60% of the ordinary workday. The centre may offer at any time, and the employee may voluntarily agree to perform, additional hours up to 30% of the ordinary workday. Voluntary additional hours shall not be counted for the purpose of calculating the percentage of mandatory additional hours.

- b) Management may freely allocate additional hours provided it complies with the following conditions:

- b.1. In the first calendar year and the first quarter of the following year, the total number of agreed additional hours may be distributed by management according to the needs of the centre.

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b.2. Under no circumstances may any additional hours that remain unallocated and unused within a specific calendar year be transferred beyond the first quarter of the following year.

b.3. Employees shall be given 72 hours' notice of the date and time assigned to the additional hours, except for urgent and unforeseeable situations.

3. Part-time employees may not perform overtime hours, except in the cases provided for in Article 35.3 of the Workers' Statute (hours assigned to repairing damage or the consequences of force majeure). The number of admissible overtime hours will be as legally provided for in proportion to the agreed workday.

In no circumstances may the sum of ordinary hours and additional hours (voluntary and mandatory) plus contracted part-time hours exceed the normal workday as legally defined in point 1 of Article 12 of the Workers' Statute.

Article 16. Confidentiality guarantees.

Pursuant to Organic Law 15/1999, of 13 December, on the protection of personal data, and in view of the specific provisions on this matter included in national and regional legislation, all IR employees undertake as follows:

1. To respect the confidentiality of any data which, by any means, comes to their knowledge as a result of their employment in the company and, furthermore, not to reveal or reproduce any of these data in any form outside the company.

The above-mentioned data may refer to patients and/or to any other persons who directly or indirectly enter into contact with the company and shall, furthermore, include any fact or event observed or narrated by any company employee. Specifically included are data of a personal nature contained in files of any type held by the healthcare institution, under the terms envisaged in the aforementioned Organic Law 15/1999.

2. To use personal data solely and exclusively for tasks and activities corresponding to their functions, and, under no circumstances, to use these data for any purpose other than those established by the company. This obligation shall continue even after termination of an employee's relationship with the company.

Likewise, employees of the IR undertake not to commercially or scientifically use, reproduce or exploit works and similar belonging to the company, whether completed or underway, and, likewise, works and similar protected by copyright legislation as governed by Royal Legislative Decree 1/1996, of 12 April, Law 20/2003, of 7 July, governing industrial design, Law 17/2001, of 7 December, governing trademarks, Law 11/1986, of 20 March, governing patents, and other related legislation.

All employees are required to treat as confidential data corresponding to other persons they encounter in implementing their functions. Classified as serious and punishable offences are security breaches of any kind and the dissemination, without express authorization, of data and/or information of a personal nature by means of any support (including print, videos, photographs and images) or medium (email, USB, recorders, Internet, social networks like Facebook or Twitter, YouTube, etc).

CHAPTER IV.

OCCUPATIONAL CLASSIFICATION.

Article 17.1. Professional groups, subgroups and grades for researchers.

Occupational classification is the means by which all IR employees are assigned to a professional group, subgroup and grade, as applicable, according to their functions and to the general content of the work to be performed under each type of contract, as specified in what follows.

All employees covered by this CBA shall be included in this occupational classification.

Group 1. Research staff.

Grade R1. Predoctoral researcher.

Grade R2. Postdoctoral researcher.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Grade R3. Established researcher.

Grade R4. Lead researcher.

Group 2. Technical staff.

Grade T1. Laboratory technician.

Grade T2. Research technician.

Grade T3. Research nurse.

Grade T4. Senior research technician.

Grade T5. Area head.

Group 3. Administrative staff.

Grade A1. Administration assistant.

Grade A2. Administration officer.

Grade A3. Administration technician.

Grade A4. Area head.

Group 4. Auxiliary services staff.

Grade AU1. Call assistant.

Grade AU2. Unskilled worker.

Grade AU3. Auxiliary services assistant.

Group 1. Research staff.

Research staff are persons with academic qualifications whose main function is to perform research activities aimed at the creation and generation of new knowledge. This group includes the following professional grades:

Grade R1. Predoctoral researcher.

Researchers at an early stage of their research career who have not yet obtained their doctorate. They participate in research projects under the supervision of their thesis supervisor. The minimum qualification required is a university degree.

Especially taken into account:

- Ability to perform research under supervision.

Predocctoral researchers must present a doctoral thesis project.

The most common calls for hiring this researcher grade are as follows:

- PhD. FI, FPI, FPU, PFIS. Competitive calls: FI-DGR (AGAUR, Agency for Administration of University and Research), FPI-MINECO (Ministry of Economy and Competitiveness), FPU-MED (Ministry of Education), PFIS-ISCIII (Carlos III Health Institute).
- PhD. Other. Non-competitive calls (usually associated with a grant or funding obtained by a more senior researcher).

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

- MD/PhD. RH (Río Hortega). ISCIII competitive call.

Mandatory evaluation by the External Scientific Committee: No.

Grade R2. Postdoctoral researcher.

R2A. Junior postdoc.

Researchers with a doctorate who read their thesis within the last five years. They are hired on a temporary basis to participate in projects as co-researchers under the supervision of R2C, R3 or R4 researchers and do not have their own grant as a principal investigator (PI).

Especially taken into account:

- Ability to perform research under supervision.

The most common calls for hiring this researcher grade are as follows:

- Postdoc. BP (Beatrice de Pinos), JdC (Juan de la Cierva), SB (Sara Borrell), MC (Marie Curie IEF, IOF), HFSP (Human Frontier Science Programme Long-term Fellowship), EMBO (European Molecular Biology Long-term Organization Fellowships). Competitive calls: BP (AGAUR), JdC (MINECO), SB (ISCIII), MC (European Commission), HFSP (HFSP Organization), EMBO (EMBO).
- Junior postdoc. Other. Non-competitive calls (usually associated with a grant or funding obtained by a more senior researcher).
- Clinical researcher. JR (Juan Rodés). ISCIII competitive call.

Mandatory evaluation by the External Scientific Committee: No.

R2B. Senior postdoc.

Researchers with a doctorate who read their thesis within the last 15 years. They are beginning to act as a PI or co-PI for research projects and to sign papers as the main author (understood as the first, last or corresponding author).

Especially taken into account:

- Systematic understanding of a field of study and mastery of research related to their field.
- Ability to conceive, design, implement and adapt a research programme.
- Ability to write scientific articles suitable for publication in indexed international journals.

The most common calls for hiring this researcher grade are as follows:

- Senior postdoc. RyC (Ramón y Cajal), MS (Miguel Servet). MINECO and ISCIII competitive calls, respectively.
- Senior Postdoc. IIB. Internal non-competitive call. Maximum permanence in this category four years.

Mandatory evaluation by the External Scientific Committee: No (voluntary, for promotion purposes).

R2C. Emerging group leader.

These researchers have a doctorate (thesis read within the last 15 years), an excellent scientific record and aspire to becoming a leader in their research area. They act as PI for their own research projects and also as emerging group leaders, accredited as such by the IR External Scientific Committee.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Especially taken into account:

All the requirements of grade R2B plus:

- Capacity to raise funds for emerging research groups.
- Team leadership.
- Participation in cooperative research projects.

The most common calls for hiring this researcher grade are as follows:

- Senior postdoc. RyC (Ramón y Cajal), MS (Miguel Servet). MINECO and ISCIII competitive calls, respectively.
- Emerging group leader. IIB. Internal non-competitive call. Maximum permanence in this category: four years.

Mandatory evaluation by the External Scientific Committee: Yes.

Grade R3. Established researcher.

R3A. Senior researcher.

Senior researchers have a doctorate and, given their experience and the quality of their science, have developed a high degree of independence. They make valuable contributions in terms of scientific productivity, fundraising, supervision of trainee researchers, etc, within research groups led by another researcher. They have their own funding as PIs and sign articles as the main author.

Especially taken into account:

All the requirements of grade R2B plus:

- Capacity to raise funds for research.
- Leadership in cooperative research projects.
- Organization of seminars, workshops, conferences, etc.
- International scientific collaboration.
- Collaboration with industry.

The most common calls for hiring this researcher grade are as follows:

- Senior researcher. IIB. Researchers evaluated positively by MINECO or ISCII after their RyC and MS (I3, I3SNS or MSII) periods and, furthermore, accredited as such by the IR External Scientific Committee.
- Researcher. Other. Non-competitive calls (usually associated with a grant or funding obtained by a researcher):

Mandatory evaluation by the External Scientific Committee: Yes.

R3B. Group leader.

Group leaders, who have a doctorate and an excellent scientific record, aspire to becoming a leader in their research area. They act as a consolidated group leader, accredited as such by the IR External Scientific Committee.

Especially taken into account:

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

All the requirements of grade R3A plus:

- Team leadership.
- Participation in national and international research networks.

The calls for hiring this grade are as follows:

- Group leader. IIB. Internal non-competitive call.
- Group leader. ICREA. Competitive call by the ICREA Foundation (Directorate General for Research of the Generalitat of Catalonia).
- Group leader. ISIS. ISCIII competitive call.

Mandatory evaluation by the External Scientific Committee: Yes.

Grade R4. Lead researcher.

Researchers who, given their scientific leadership in their field, manage and coordinate one or more research lines (understood as a set of projects in a specific area of knowledge) and lead their own research groups.

Especially taken into account:

All the requirements of grade R3B plus:

- International standing.
- International fundraising for research.
- Publication and presentation of influential articles and books, participation in conference organizing committees and talks given as invited speaker.

The calls for hiring this grade are as follows:

- Lead researcher. IIB. Internal non-competitive call.

Mandatory evaluation by the External Scientific Committee: Yes.

Article 17.2. Entry into force of the occupational classification of researchers.

This occupational classification shall apply to all new research staff hired from the date in which this CBA is signed.

The occupational classification will come into force for current research staff once these have been evaluated by the IIB-Sant Pau External Scientific Committee. This evaluation will mean a reassignment of researchers to the categories described in this CBA.

Changes and transitions between occupational categories may result from the evaluation outcomes of the External Scientific Committee.

An associate researcher as defined in the CBA for 2007-2010 will not, in theory, enter a lower category than that of senior postdoc in the new classification. Likewise, a tenured researcher as defined in the CBA for 2007-2010 will not, in theory, enter a lower category than that of senior researcher in the new classification. The independence of the Evaluation Committee in its evaluations and recommendations is guaranteed.

If the External Scientific Committee does not recommend the minimum category, the researcher will provisionally retain the status of associate researcher and the corresponding salary until a new evaluation, which must take place within one year.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

The External Scientific Committee will apply the following evaluation criteria: scientific production and quality, resources generated, internationalization, transfer activities, research dissemination and training. In the case of researchers aspiring to promotion (R2 to R3 or R3 to R4), the quality of the proposed scientific project for the upcoming years will also and particularly be taken into consideration.

Researchers will be evaluated according to a set of evaluation rules that must be approved by the Internal Scientific Committee six months before the official date of evaluation. Once approved, the company will notify the content of these evaluation rules. A period of one month from the date of notification will be allowed for the parties to reach consensus. If no agreement is reached within the month, the company's opinions will prevail. The official date of evaluation must be communicated in due time to research staff.

The evaluation rules will include, among other details, a breakdown and weighting of the evaluation criteria.

Article 17.3. Researcher recognition for senior research technicians.

Advanced research technicians with doctoral degrees, who are performing research, who have been a PI or co-PI of a research project at least once and who have signed articles as the main author (understood as the first, last or corresponding author) may be evaluated by the External Scientific Committee under the same conditions and criteria as defined for research staff.

Article 17.4. Professional groups, sub-groups and grades for other staff.

Group 2. Technical staff.

Technical staff have the main function of providing technical and instrumental support to the development of research projects. This group includes the following subgroups:

Grade T1. Laboratory technician.

Laboratory technicians exercise their functions under the supervision of a research technician, a senior research technician or a researcher. The minimum qualification required is advanced vocational training or equivalent.

Grade T2. Research technician.

Research technicians exercise their functions under the supervision of a senior research technician or a researcher. The minimum qualification required is a university diploma.

Grade T3. Research nurse.

Research nurses exercise the functions corresponding to their training under the supervision of a group leader or a researcher. The minimum qualification required is a nursing diploma or similar.

Grade T4. Senior research technician.

Senior research technicians, who must have a university degree, provide advanced technical support as corresponds to their area of technical expertise.

Grade T5. Area head.

Area heads, who must be holders of a university diploma or degree, are responsible for providing technical support to specific research areas and for the persons in their charge.

For all grades except T5, a call technician is defined as a technician hired through a public or private call. These employees will be assigned to the category corresponding to the work to be performed by them and the fact of being a call technician and a mention of the call will be included in their designation. Such staff will focus entirely on duties and obligations as determined by the call. They will perform research support tasks within either a research group or a transversal scientific-technological unit, under the orders of the corresponding management. Included in this professional grade are staff on in-house contracts (FIS technical support, etc) and on project-related contracts (RETICS, FIS, SAF, etc).

Group 3. Administrative staff.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Administrative staff have the main functions of providing administrative support to research projects and of performing administrative tasks associated with the company's activities.

Grade A1. Administrative assistant.

Administrative assistants perform basic administrative duties. The minimum qualification required is intermediate vocational training or equivalent.

Grade A2. Administrative officer.

Administrative officers perform administrative tasks requiring initiative and responsibility. The minimum qualification required is advanced vocational training or equivalent.

Grade A3. Management support technician.

Management support technicians perform administrative functions requiring a high degree of initiative and responsibility that reflects their proven ability and experience. The minimum qualification required is a university degree or equivalent.

Grade A4. Area head.

Area heads, who must be holders of a university diploma, degree or equivalent, are responsible for administrative support in specific areas and for the persons in their charge.

For all grades except A4 a call clerk is defined as an administrative clerk hired through a public or private call. These employees will be assigned to the category corresponding to the work to be performed by them and the fact of being a call clerk and a mention of the call will be included in their designation. Such staff will focus entirely on duties and obligations as determined by the call. They will perform research support tasks within a research group or an administrative unit, under the orders of the corresponding management.

Group 4. Auxiliary services staff.

Grade AU1. Call assistant.

These are auxiliary services staff hired through a public or private call (included in these cases is the designation corresponding to the call and mention of the call auxiliary services). They will perform research support tasks within either a research group or a transversal scientific-technological unit, under the orders of the corresponding management. Such staff will focus entirely on duties and obligations as determined by the call.

Level AU2. Unskilled worker.

Unskilled workers perform basic functions that do not require any qualification.

Level AU3. Auxiliary services assistant.

These assistants perform functions consisting of repetitive or simple operations. The minimum qualification required is intermediate vocational training or equivalent.

CHAPTER V.

WORK AND REST PERIODS.

Article 18. Workday.

1. The effective workload in hours for all employees covered by this CBA will be 1,688 hours per year.
2. Employees must comply with the established workload in hours, bearing in mind that days corresponding to annual, weekly and holiday leave are excluded.
3. The company shall plan the annual workload of each employee, who shall be informed with as much notice as

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possible.

4. If the annual workload in hours is exceeded, the employee will receive equivalent time off in the first quarter of the following calendar year as compensation.

5. The workload in hours shall take effect from January 2014. In 2011, 2012 and 2013, the workload was 1,704 hours per year.

Article 19. Timetable.

1. Working hours will be those in force when the CBA takes effect.

2. Respecting the annual workload, hours will be distributed annually, in accordance with the provisions of Article 34.3 of the Workers' Statute, and even though nine hours a day may be exceeded, notwithstanding that the workday of workers aged under 18 years may not exceed eight hours.

3. All staff with a continuous workday of more than six hours will be entitled to 20 consecutive minutes of rest within the workday, to be counted, moreover, as paid time. This rest period may not be attached to the beginning or the end of the workday.

4. As concentrations of work in certain periods of the year are usual in this sector, and since these periods cannot be foreseen nor planned in advance, the possibility of irregular distribution of the workday is agreed within the following limits:

a) The minimum daily and monthly rest periods as prescribed by law must be respected and employees must be given at least five days' notice of the day and time they are required to work as a consequence of the uneven workload distribution.

b) Hours accumulated as a consequence of these unforeseen situations must be compensated for with equivalent time off within two months, provided this is possible given the service demands on the company.

c) Employees and management may, in certain circumstances, agree compensatory time off for another period.

Article 20. Breaks and reduced workdays for breastfeeding and premature birth.

a) Breastfeeding. Employees, when breastfeeding infants under nine months, are entitled to a break of one hour, which may be divided into two fractions of half an hour each. This break may be substituted by a reduction of half an hour at either the beginning or the end of the normal workday.

If an employee so requires, and irrespective of whether or not leave of absence to care for a child is subsequently requested, the company will allow all breastfeeding time to accumulate for use directly after maternity leave, provided organizational needs permit. If the employee leaves the company before nine months have elapsed after the birth, however, the corresponding deductions will be applied.

b) Premature birth. In the case of premature births or if the infant, for whatever reason, must remain hospitalized after birth, the mother or father shall be entitled to be absent from work for one hour. They may also choose to reduce their workday by a maximum of two hours, with the proportional reduction in pay.

c) If both parents are employed by the company, only one of them may take these breaks or reductions, except in the case of a reduced workday for premature birth.

d) The employee shall give 15 days' prior notice of the start date for breaks or reductions or, as applicable, of the date on which the habitual work routine will be resumed.

Article 21. Reduced working hours for family reasons.

1. Employees are entitled to a reduction in their workday, with the proportional reduction in salary, of between one eighth and a half, as follows:

a) Employees who have legal custody and are responsible for the direct care of a child aged under 12 years or a person with a physical, mental or sensory disability who does not perform paid work.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

b) Employees who are responsible for the care of a relative, up to the second degree of consanguinity or affinity, who, for reasons of age, accident or illness, is unable to care for themselves and who does not perform paid work.

c) Parents, adoptive parents or pre-adoptive or permanent foster parents shall be entitled to a reduction of at least half their workday, with a proportional reduction in salary, for the care of their child (to a maximum age of 18 years) during hospitalization and continued treatment when this child has cancer (malignant tumours, melanomas and carcinomas) or any other serious illness requiring lengthy hospitalization and direct, ongoing and permanent care. These circumstances must be accredited by a report from the hospital where the patient has been admitted and is being treated.

2. Employees must apply for the workday reduction giving 15 days' notice before the start date or before extension of the workday reduction, and also must give a minimum of 15 days' notice of their intention to resume their habitual work routine.

3. If more than one family member is employed by the company, only one of these may exercise this right.

4. In order to ensure the smooth running of the company, the reduction in days or hours shall be agreed between the company and the employee.

Article 22. Weekly rest.

Workers are entitled to a minimum weekly uninterrupted rest period of one and a half days (36 hours).

Article 23. Annual leave (holidays).

1. Annual leave is 22 workdays per calendar year. This leave will be calculated in proportion to the date of joining the company and in proportion to the annual workload in hours for part-time employees whose hours are distributed unevenly.

2. Holidays are paid with basic pay and supplements referring to the ordinary workday included.

3. The holiday schedule must be set annually fixed at least two months in advance of the start date. Employees must submit their proposal for annual leave before 15 March and, in any case, giving three months' notice of the proposed start date of their holidays. Acceptance of proposals will be subject to the organizational needs of the company.

4. Should the holiday period established in the company's schedule coincide in time with a temporary incapacity resulting from pregnancy, childbirth, breastfeeding or suspension of the employment contract as provided for in Article 48.4 and Article 48 bis of the Workers' Statute, employees shall be entitled to reassign their holidays to a period different from that of the temporary incapacity or the suspension period. This provision shall apply even if the calendar year to which the holidays apply has ended.

In the event that the holiday period coincides with a temporary incapacity due to a contingency, other than those mentioned in the previous paragraph, that prevents the employee from taking their holidays fully or partially in the corresponding calendar year, the employee may take their holidays once their incapacity ends and provided that no more than 18 months have elapsed after the end of the year to which the holidays correspond.

Article 24. Public holidays.

1. Workers are entitled to 14 public holidays as provided for in Article 37.2 of Royal Legislative Decree 1/1995, of 24 March, on the Workers' Statute.

Article 25. Workdays and rest days.

In accordance with the previous articles, all employees are guaranteed to have at least the following days off:

a) 22 days leave per calendar year (Article 23 of the CBA).

b) One and a half rest days per week (Article 22 of the CBA).

c) 14 public holidays as provided for in Article 24.1 of the CBA and Article 37.2 of Royal Legislative Decree

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

1/1995, of 24 March, on the Workers' Statute.

d) Two working days each at Easter and Christmas.

Employees shall have these days off notwithstanding their compliance with the annual workload in hours as provided for in Article 18 of this CBA.

CHAPTER VI.

LEAVES OF ABSENCE AND SUSPENSIONS.

Article 26. Paid leave.

Provided they give advance notice, as prescribed for each case, and due justification, employees covered by this CBA may obtain paid leave as follows:

a) 15 consecutive days for marriage, counted from the date of the wedding. The same right applies to workers in a stable partnership (according to regulations and requirements as established by Law 25/2010, of 29 July, Second Book of the Civil Code of Catalonia, referring to the person and the family). Permission must be requested 15 days in advance.

b) A single workday for transfer of the employee's habitual residence. Permission must be requested 15 days in advance.

c) A calendar day for the marriage of parents, children or siblings. Permission must be requested 15 days in advance.

d) For the birth or legal adoption of a child, three natural days if in Catalonia and five natural days if outside Catalonia (two days for travelling).

e) For the death, serious accident, serious illness or hospitalization of a partner, parent or child, four natural days if in Catalonia and six natural days if outside Catalonia (two days for travelling).

f) For the death, serious accident, serious illness or hospitalization of a grandparent, grandchild, parent-in-law or sibling, three natural days if in Catalonia and five natural days if outside Catalonia (two days for travelling).

f.1. Included in this permission is childbirth requiring hospitalization referring to relatives up to the second degree of kinship by consanguinity or affinity, including natural childbirth or caesarean requiring hospitalization.

f.2. Hospitalization also includes time spent in a hospital emergency department, not leading to admission, by a partner, parent or child, for a minimum period of 12 hours. In these cases one day of paid leave is permitted.

g) For surgery not requiring hospitalization but requiring home rest for relatives up to the second degree of kinship by consanguinity or affinity, two days leave if in Catalonia and two additional days for travelling if outside Catalonia. The physician attending the aforementioned relative shall confirm the outpatient intervention and the need for home rest.

h) For the time necessary to fulfil an unavoidable public duty. Permission must be requested seven days in advance.

i) For the time necessary for prenatal examinations and preparations for delivery, provided prior notice is given along with a justification of the need to use work time. Permission must be requested 15 days in advance.

j) Up to 24 hours per year (full or part-time employment) to sit an examination to obtain an official academic or professional qualification relevant to the employee's professional knowledge area and of interest to the company. For employees working night shifts, the leave shall be granted for the night before the examination. Permission must be requested seven days in advance, except where this is not possible because of the call, in which case the employee must notify the company on the day after receiving the information.

The severity of an accident or illness of a relative must be reported and justified by the attending physician.

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Leaves according to points d), e), f) and g) must be requested, if at all possible, at the earliest opportunity and always before taking the leave, except in cases of emergency, when the company must be notified within six hours.

Article 27. Voluntary leave.

1. Employees with at least one year's seniority in the company may request voluntary leave for a minimum period of four months and a maximum period of five years.
2. Voluntary leave is understood to be granted without the right to receive any remuneration. Voluntary leave is not counted for the purpose of calculating seniority.
3. The request must be made in writing at least one month prior to the expected start date of the leave. Failure to request reinstatement in the company by at least one month before voluntary leave ends shall terminate the employment contract. Reinstatement is conditional on the existence of a vacancy in a professional subgroup or grade that requires performance of tasks similar to those of the previously occupied post.
4. Employees who have made use of their right to voluntary leave may not apply for a new period of voluntary leave until after a further four fully complied-with work years have elapsed.

Article 28. Special leave for birth or legal adoption.

1. For the birth of a child or for the adoption or legal fostering of a child (whether permanent or pre-adoptive, even if temporary), employees of either sex will be entitled to special leave of a maximum of three years, which, if required, may be taken in instalments. This period will be calculated from the end of the standard maternity leave referring to the employee requesting this special leave. If both partners work in the company, only one of them may apply for this leave. Under no circumstances may this leave be used by employees to perform any kind of work on their own behalf or on behalf of others.
2. The leave shall be requested in writing with minimum notice of one month before the leave commences. The company shall likewise notify its permission in writing within 20 calendar days.
3. Failure to request reinstatement in the company by at least one month before this special leave ends shall terminate the employment contract. If reinstatement is requested, the employee should automatically return at the end of the leave period.
4. This leave will not be remunerated, although it will be taken into account for the purpose of calculating seniority.
5. Pursuant to Article 46 of the Workers' Statute, up to three years' leave can be granted to employees to care for persons in their care with a disability, specifically children or family members to the second degree of kinship by consanguinity.

Article 29. Special leave to care for relatives.

1. Employees are entitled to maximum leave of two years, which they can take in instalments, to care for a relative up to the second degree of kinship by consanguinity or affinity, who, for reasons of age, serious accident or serious illness, is unable to care for themselves and who does not perform work for pay.
2. The legal conditions governing this leave will be identical to those in the previous article, except as regards duration.

Article 30. Special leave for trade union activities.

1. Employees elected as local or senior trade union officers shall be entitled to special leave for the duration of their appointment.
2. Such employees must re-join the company within 30 calendar days from the date on which their trade union post terminates and must also give at least 15 calendar days' notice prior to the date for which reinstatement is requested. Failure to request reinstatement within 30 calendar days from the day on which their trade union post terminates will lead to definitive termination of their employment contract.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

3. This leave will not be remunerated, although it will be taken into account for the purpose of calculating seniority.

Article 31. Other forms of special leave.

1. In cases of serious illness of their spouse or stable partner (according to rules and requirements as established under Law 25/2010, of 29 July, Second Book of the Civil Code of Catalonia, referring to the person and the family) or of first-degree ascendants or descendants, workers shall be entitled to special unpaid leave of up to one year while reserving the right to return to their original post. This leave will not be counted for the purpose of calculating seniority. Under no circumstances may this leave be used by employees to perform any kind of work on their own behalf or on behalf of others. The request must be made in writing at least one month prior to the expected start date of the leave.

2. With a view strictly to fostering training or providing services in another research centre, research staff in professional group 1 who have been two years ago in the company, may, while reserving the right to return to their original post, request special unpaid leave of at least a year, renewable annually to a maximum of three years in total. This leave will not be counted for the purpose of calculating seniority. Permission for this leave must be given in writing by the company, which, nonetheless, reserves the right to allow or refuse the request.

Article 32. Forced leave on appointment to public office.

1. Employees elected or appointed to a public office that impedes their attendance at work may request leave of absence for the duration of their term of office.

2. Such employees may re-join the company within 30 calendar days from the day on which their public office terminates, provided they give at least 15 calendar days' notice of the date for which reinstatement is requested. Failure to request reinstatement within 30 calendar days will lead to definitive termination of the employment contract.

3. This leave will not be remunerated, although it will be taken into account for the purpose of calculating seniority.

CHAPTER VII.

PAY.

Article 33. Annual fixed pay.

1. This is the part of an employee's remuneration that is fixed per unit of time and according to professional group, subgroup and, as appropriate, grade.

- Base salary. This is the salary for staff in each professional group, subgroup and, as appropriate, grade, excluding all supplements and bonuses.
- Workplace supplement. This is a supplementary payment linked to specific posts that accounts for special technical difficulty and/or specific responsibilities.
- Personal supplement. This is a temporary, absorbed and compensated, supplement, which, unless otherwise agreed, takes into account the particular situation of certain employees.

2. Pay is as set out in Appendix, on the understanding that remuneration as referred to in this CBA refers to the annual workload in hours as established in Article 18. Employees with shorter workdays shall be entitled to the different pay supplements in proportion to their actual workday.

3. The salary of employees contracted to develop or provide support to an externally funded project shall be as established in the call or call resolution, but in no case may be less than the minimum wage.

Article 34. Extraordinary June and December payments.

1. Employees shall be entitled to receive two extraordinary payments, either paid in June and December each

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year or paid on a pro-rata basis in 12 ordinary months.

2. The amount of extraordinary payments will be that of an ordinary month: basic salary, workplace supplement and personal supplement, plus, where applicable, the night shift supplement and the personal seniority supplement.

3. The June and December payments shall accrue from 1 January to 30 June and from 1 July to 31 December of the current year, respectively, in proportion to the time actually worked.

Article 35. Personal seniority supplement.

1. For every three years of service in the company, employees shall receive a personal seniority supplement in the amount set out in Appendices 1 and 2 of this CBA and provided the workload in hours agreed in accordance with Article 18 has been complied with. Employees with shorter workdays shall be entitled to this supplement in proportion to their actual workday.

2. The personal seniority supplement will be paid monthly and also in the June and December extraordinary payments.

3. As a general rule, the starting date for calculating seniority will be that of the permanent contract, except when an employee had an uninterrupted temporary contract, in which case seniority will be calculated from the start of that contract. Seniority will not accumulate when the interval between two contracts exceeds 20 working days.

Without prejudice to the above, for contracts for specific projects or services, which are a standard practice in this sector, the start date for calculating seniority will be that of the contract in force at any given moment, except in the case of an uninterrupted contract, in which case seniority will be calculated from the start of that contract. Seniority will not accumulate when the interval between two contracts exceeds 20 working days.

The provisions of this point 3 shall come into force for all effects and purposes from 1 January 2009.

4. Triennial bonuses will be paid on the first day of the month following the end of the three-year period.

Article 36. Night shift supplement.

1. The monthly night shift supplement shall consist of 25% of the basic salary of the employee according to their professional group, subgroup or grade.

2. This supplement will be paid in proportion to hours worked between 10 pm and 6 am, except where the hours correspond to on-call hours, in which case the amount agreed, in accordance with Article 42, will be paid without any supplement.

Article 37. Responsibility or management supplement.

1. This supplement is defined as a non-consolidated functional or workplace supplement, intended to compensate for the particular conditions of certain posts of trust involving special responsibilities or management tasks (for example, administration head, executive secretary, etc).

2. This supplement will only be paid for as long as the employee performs the corresponding functions.

3. Appointment, termination and the corresponding pay for these posts shall be at the discretion of the IR management and shall be agreed in writing.

Article 38. Project supplement.

1. Employees who, by virtue of the project with which they are associated, have the right to remuneration higher than established in this CBA, shall be entitled to a supplement to account for the difference that ensures they receive the remuneration agreed.

2. This supplement shall only be paid as long as the conditions that gave rise to the payment continue and shall, therefore, terminate once the funding and/or the term indicated in the corresponding project concludes or when remuneration under this CBA is equated with that of the project.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Article 39. Overtime.

Overtime hours, calculated annually, are those hours that exceed the effective annual workload in hours agreed to in this CBA.

The abolishment of overtime is hereby established as a common goal of the parties to this CBA, except when necessary for reasons of force majeure, for which purpose a general policy of limiting overtime hours shall be applied.

Should it be essential to allow overtime, these hours shall be paid at an additional 50% of the rate for ordinary hours and at 75% for Sunday overtime. Both the company and the employees governed by this CBA undertake to respect the legally established limit of 80 overtime hours per employee per year.

Employees on part-time or reduced-time contracts and those on maternity or paternity leave may not work overtime hours.

Article 40. Pay advances.

Employees shall be entitled to receive advanced salary payments for work already done in advance of the salary due date.

Article 41. On-call hours.

1. On-call hours are defined as all hours performed outside the agreed workday as a consequence of scheduling designed to cover for contingencies.

2. On-call hours are excluded from the legal maximum workday and from the overtime regime.

3. On-call hours shall be paid at the rate of €9.00 per hour.

Article 42. Salaries for the years 2011-2014.

For the years 2011-2014 remuneration is that described in the tables attached as Appendix 1.

CHAPTER VIII. TRAINING.

Article 43. Training.

1. The IR shall promote the training of its employees with a view to improving their skills and knowledge and to promoting their professional development in the field of research and results transfer.

Ongoing training will be scheduled in an annual training plan which will take into account the objectives and priorities of the IR and the professional development needs of employees and their posts.

The annual training plan is a document describing planned training activities, training objectives and the people to whom training is to be addressed.

2. For the training of employees, irrespective of the type of contract (temporary or permanent), the IR will earmark a minimum financial investment in all resources equivalent to 0.5% of the total IR payroll.

The amount of the total payroll will be reported to the Works' Council in the first quarter of each year and the annual budget will be monitored twice a year.

The total payroll consists of all salaries and additional payments and social action payments in the previous year, with the exception of:

- a) Social security contributions and compensatory payments.
- b) Employer social security contributions.

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- c) Compensation paid for transfers, suspensions and dismissals.
- d) Compensation or supplements paid for employee expenses.

The training budget shall not be calculated according to indirect costs. The amount resulting from applying 0.5% to the total payroll may not be accumulated from one year to the next.

3. A Training Committee shall be created, composed of two members appointed by the Works' Council from among its members and two persons designated by IR management. The Training Committee will be technical and advisory in nature.

Its functions shall be as follows:

- a) To help identify training needs by making appropriate proposals.
- b) To propose criteria to guide the preparation of training plans based on particular needs associated with posts (priorities, target groups, etc).
- c) To ensure equity in the distribution of investment in ongoing training. The Works' Council shall have the right to review information on the cost of individual training courses. Management shall provide accounting data on the cost of the general training plan broken down by participants and hours.
- d) To monitor implementation of the training plan.
- e) To receive information on training evaluation results so as to be able to make suggestions for improvement.
- f) To assess employee proposals regarding training not foreseen in the annual training plan (professional development and job-related courses and seminars in accredited centres).
- g) To establish internal rules and regulations, which will be subject to approval by management.

CHAPTER IX. SOCIAL IMPROVEMENTS.

Article 44. Paid absences due to temporary incapacity arising from common illnesses.

1. For absences due to temporary incapacity resulting from common illnesses lasting under 48 hours, conditions of payment are as follows:

1.1. Employees must, without fail, notify their absence by telephone or other appropriate means as soon as possible after the start of the workday.

1.2. By the next workday, employees must justify their absence by any of the following means:

- a) Sick note with start and end dates as issued by the social security.
- b) Social security medical report justifying the absence from work.

1.3. Sick leave justified by a medical report will only be paid once each calendar year for absences of two days or twice each calendar year for absences of one day.

1.4. If an absent employee fails to meet any of the above conditions, the company may choose to consider the leave as unjustified, with all the corresponding consequences.

2. For absences due to temporary incapacity resulting from common illnesses lasting more than 48 hours, employees must, without fail, notify their absence by telephone or other appropriate means as early as possible on the workday and must also justify their absence with a sick note from the social security within 3 calendar days. The following rules shall apply to sick leave:

2.1. The IR will guarantee, for employees entitled to receive the corresponding temporary incapacity pay, the payment of a supplement which, together with the statutory social security provision, ensures that employees

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receive their full regular pay.

2.2. The IR shall only be obliged to pay this supplement for a maximum of 180 days per calendar year counted from the start date of the sick leave, whether for single or multiple temporary incapacity situations, and notwithstanding Article 20.4 of the Workers' Statute.

2.3. Notwithstanding the above, the company will not pay any supplement for the first seven days in any single period of temporary incapacity, irrespective of the cause of the illness (even if deriving from a previous illness), except for the first temporary incapacity period.

Article 45. Accidents, occupational illness, pregnancy or breastfeeding risk, maternity and paternity.

1. For temporary incapacity resulting from an accident (occupational or otherwise), occupational illness, pregnancy risk, maternity and paternity, the IR will guarantee, for employees entitled to receive the corresponding temporary incapacity pay, payment of a supplement which, together with the statutory social security provision, ensures receipt of the full regular salary.

2. For temporary incapacity resulting from an occupational accident, occupational illness, pregnancy risk, breastfeeding, maternity and paternity, the IR will guarantee, for employees entitled to receive the corresponding temporary incapacity pay for either single or multiple temporary incapacity situations, payment of a supplement which, together with the statutory social security provision, ensures receipt of the full regular salary.

3. For temporary incapacity arising from a non-occupational accident, the IR shall only be obliged to pay the corresponding supplement, whether for single or multiple temporary incapacity situations, to a maximum of 180 days per calendar year counted from the start date of the sick leave, and notwithstanding Article 20.4 of the Workers' Statute.

Article 46. Protection of victims of domestic violence.

1. Employees who are victims of domestic violence are entitled to the following:

- A reduction in their workday with the proportional reduction in pay. The employee may decide the timetable. Any disagreement with the company will be resolved via the procedure described in Article 138 bis of the Law on Labour Procedures.
- Work reorganization in their adapted timetable by agreement with the company.
- Preferential occupation of another post in the same or equivalent professional group or category, if the employee is obliged to leave their normal post and provided the company has vacancies in other centres or locations. The company is obliged to inform the employee of existing vacancies. Duration will initially be six months, during which period the employee will reserve the right to return to their original post. After six months the employee has fifteen days in which to decide to return to their original post or to waive that right and remain in the new post.
- Suspension of their employment contract, when forced to abandon their workplace as the result of being a victim of domestic violence, for a maximum period of six months, or a maximum of 18 months when a judge extends the suspension, during which time the employee reserves the right to return to their post.
- Termination of their employment contract when the employee is forced to definitively abandon their workplace as a result of being a victim of domestic violence. If the employee so chooses, the company shall be obliged to grant the rights arising from objective dismissal (and, since employment termination is not the fault of either the employer or the employee, the latter shall be entitled to compensation of 20 days' salary per year worked to a maximum of 12 months). Under no circumstance may this be considered as voluntary termination of the employment contract.

2. Leave motivated by situations of physical or psychological domestic violence, accredited by the social services or health services, shall not be classified as absenteeism.

3. Any situation of domestic violence giving rise to the above-mentioned rights for an employee must be accredited by the corresponding medical report and by a court protection order and subsequent judicial decision as issued by a domestic violence court.

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Exceptionally, while awaiting the issue of a court protection order, a situation of domestic violence can be demonstrated by means of a report from the public prosecutor confirming indications of violence.

A report issued by the social services shall be considered sufficient to justify absences or a lack of punctuality in a victim of domestic violence.

Article 47. Rights of victims of workplace violence.

1. Notwithstanding preventive measures to avoid violence against professionals in the workplace from patients or service users, their relatives or related persons, employees who are victims of violent episodes in the workplace are entitled to legal support and, if necessary, psychological support, both of which will be paid for by the company. Nonetheless, if the professional or their professional association has undersigned a legal defence policy, then the cost of legal advice and defence shall be covered by that policy.

2. The company shall develop an action protocol for incidents of violence or risk of violence and shall disseminate this protocol to all its employees. This protocol should include provision for channels to communicate violent episodes and a system for registering incidents.

3. Occupational health and safety committees or specific multidisciplinary committees for the prevention of workplace violence in each centre should identify and evaluate the risks or potential risks associated with particular posts or particular patients/users and propose a portfolio of risk reduction measures to management.

Article 48. Guarantees in case of arrest.

Employees arrested and subject to prosecution by the competent authorities for any reason have the right to re-join the company once released if the case is dismissed or the employee is acquitted.

Employees are guaranteed their employment until found guilty by the courts.

The above guarantee shall not apply to employees who, in addition to ordinary court procedures as a consequence of dismissal by the company, have reached an agreement with the company and have signed the corresponding settlement agreement. Neither shall the above guarantee apply to employees whose dismissal has been declared justified in a definitive labour court ruling.

Article 49. Maternity, paternity, adoption and premature birth.

1. For childbirth, the employment contract will be suspended for 112 calendar days, to run consecutively. In the case of multiple births, the suspension will be 126 days, to run consecutively.

2. In the event of premature childbirth, and in cases where, for whatever reason, the newborn infant must remain hospitalized, the suspension period remaining after the six-week mandatory suspension of the mother's employment contract may be calculated from the date of discharge of the newborn infant.

3. In cases of adoption and foster care (whether pre-adoptive or permanent) of children aged up to six years (or children over six years with a disability who, because of their circumstances and personal experiences, or because they come from abroad, have particular social and family insertion difficulties duly certified by the social services), the above-mentioned period of employment suspension shall apply, to be counted either from a court or administrative decision regarding the foster care or from the court decision that constitutes the adoption, as preferred by the employee.

4. The company will guarantee the payment of a supplement which, together with the statutory social security provision, ensures that employees receive their full regular pay.

5. Under the provisions of Article 48.4 of the Workers' Statute, if both parents work, the mother, on commencement of maternity leave, may choose for the father to take a specific and uninterrupted portion of the post-birth rest period, simultaneously or successively with the mother except when there is a risk to her health when she is due to return to her post. In all cases, the six-week compulsory post-delivery rest period for the mother must be respected.

6. In the event of childbirth, adoption or foster care, in accordance with the provisions of Article 45.1 d) of the Workers' Statute, employees shall be entitled to suspend their employment contract for 13 consecutive days, plus

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an additional two days for each child after the second child in cases of multiple childbirth, adoption or foster care. This suspension is independent of any sharing of maternity leave.

CHAPTER X. RETIREMENT.

Article 50. Ordinary and partial retirement.

Ordinary retirement by IR employees shall be governed by the regulations in force.

Employees who so wish may retire on a partial basis provided they fulfil all requirements, other than age, for entitlement to a contributory pension. Requirements for access to partial retirement shall be those established in the General Social Security Law (Royal Decree 1/94), in accordance with the wording introduced by Law 27/2011, of 1 August, updating, adapting and modernizing the social security system (Official State Gazette No. 184 of 2 August 2011), and Royal Decree Law 5/2013.

Also applicable to partial retirement is the collective company agreement regarding the establishment of a partial retirement plan, signed by the IR and the Works' Council on 28 March 2013.

Employees wishing to retire on a partial basis must submit an application to the human resources department, at least two months before the planned start date of the partial retirement, and indicating, furthermore, the proposed distribution of hours.

The company undertakes to respond to the employee within one month of receipt of the application.

CHAPTER XI.

OCCUPATIONAL HEALTH AND SAFETY.

Article 51. Identification.

The company ID card issued to each employee on entry to the company, which must be returned on leaving the company, is the only document that certifies the status of IR employee and the only ID that permits employees to make use of the services that the company makes available to its employees.

Article 52. Health surveillance.

The IR has established a health surveillance system for all its employees. A regular health check shall be available to all employees governed by this CBA on a voluntary basis unless regulations in force indicate that health checks should be mandatory.

Nonetheless, medical examination at intervals established by the risk prevention service is mandatory for employees at risk of exposure to ionizing radiation, at risk for biological agents of groups III and IV of Royal Decree 664/1997 and at risk for chemical, carcinogenic and mutagenic agents. Such examinations are also mandatory for any other employees as established by law.

The IR, in accordance with the legislation in force, shall, from the perspective of preventing possible workplace-related accidents and illnesses, adopt whatever measures it deems necessary to ensure that employees can perform their functions in suitable conditions and without risk to their health and safety.

Article 53. Personal protective equipment and uniforms.

The IR will supply whatever personal protective equipment that the risk prevention service establishes as necessary for use at all times. Personal protective equipment, whether or not considered as part of the uniform, shall be replaced when it no longer serves its purpose due to wear and tear or other causes. Under no circumstances may money be exchanged for personal protective equipment.

All employees must use their issued uniform or work clothes during the workday. The uniform shall be considered as personal protective equipment and may not be used outside the company premises. The company will be responsible for cleaning uniforms and replacing worn uniforms. Employees are forbidden to do so outside the company on their own account. In the event of losing the uniform, employees will bear the cost of replacement through a deduction applied to their pay.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Employees terminating their employment with the company must return, to their superior, all equipment and tools issued to them on recruitment and during employment with the IR, as established in Article 14 of this CBA.

Article 54. Maternity protection.

1. Risk evaluation, as provided for in Law 30/1995 on the prevention of occupational risks, shall include, for employees who are pregnant or who have recently given birth, determination of the nature, degree and duration of exposure to agents, procedures or conditions that may adversely affect the health of the mother or foetus in activities that are likely to pose a specific risk. If the evaluation results point to a health and safety risk or a possible impact on pregnant or breastfeeding employees, the company shall adopt the necessary measures to prevent exposure to this risk by adapting the work conditions or hours of the affected employee. These measures will include, if necessary, the exclusion of night work or shift work.

2. Such employees shall be transferred to a different job or function compatible with their status when work conditions or hours cannot be adapted or when, despite adaptation, workplace conditions continue to negatively affect the health of the mother or foetus, as attested by the medical services of the relevant authorities on the basis of a national health service report from the physician attending the employee. The company shall draw up, after consultation with employee representatives, a list of risk-free jobs for the above purposes. The change in location or function will be carried out in accordance with the rules and criteria applying to functional mobility cases and shall continue until such time as their health allows the employee to be reinstated in their previous post. If, applying the rules mentioned above, no suitable post or function is available, the employee may be assigned to a post not corresponding to their group, subgroup or grade, but shall retain the right to the pay package corresponding to their former post.

3. If a transfer of post would not be technically or otherwise possible or cannot reasonably be required for justified reasons, the employee concerned may have their contract declared in suspension due to pregnancy risk, in accordance with Article 45.1 d) of the Workers' Statute, for the time necessary to ensure their safety and protect their health and for as long as they are unable to return to their previous post or to another suitable post.

4. The provisions of points 1 and 2 of this article shall apply also to breastfeeding employees, if work conditions might adversely affect their health or the health of their child, as attested by the social security doctor attending the employee.

In order to ensure application of the corresponding protective measures, employees who are or think they may be pregnant or who are breastfeeding must notify the IR management in writing through the occupational risk prevention service.

CHAPTER XII.

DISCIPLINARY MECHANISMS.

Article 55. Misconduct.

1. Misconduct at work is considered to be any act or omission that represents a violation of employee obligations corresponding to their duties and functions or that are contrary to the provisions of the existing legislation.

2. Misconduct of employees is classified as minor, non-serious, serious and gross.

Article 56. Misconduct ranking.

In accordance with the classification given in the preceding article, a non-exhaustive list of transgressions is provided as follows:

1. Minor misconduct:

a) Unjustified unpunctuality at work of over ten minutes and under 20 minutes that does not cause irreparable harm.

b) Inattention or discourtesy to people in provision of the service.

c) Not completing sick leave, except when the impossibility of doing so can be demonstrated.

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- d) Failure to notify the company of a change in address within five days of the move.
 - e) Minor failures to observe regulatory measures and hygiene standards.
2. Non-serious misconduct:
- a) Repeated commission of minor transgressions.
 - b) Absence from work during the workday without the necessary permission or justification, provided that this absence does not cause irreparable harm.
 - c) Failure of due care in provision of the service.
 - d) Failure to notify the IR of family issues that might affect social security and family-related supplements within five days of the change.
 - e) Disobedience to superiors in any issue related to the service, provided it is not expressed in writing, in which case the misconduct would be classified as serious.
 - f) Negligence at work regarding health and safety regulations that does not cause any serious accident or injury to employees or damage to equipment.
3. Serious misconduct:
- a) Repeated commission of non-serious transgressions.
 - b) Failure to turn up for work without just cause.
 - c) Unjustified or violent discussions at work.
 - d) Simulation of illness or accident.
 - e) Misrepresentation of information provided in statements furnished for whatever legal purpose.
 - f) Intoxication, provided it is not habitual, in which case the misconduct would be classified as gross.
 - g) Indiscretion, negligence or professionally unethical behaviour, provided no third-party claim or irreparable harm results, in which case the misconduct would be classified as gross.
4. Gross misconduct:
- a) All transgressions as described in Article 54 of the Workers' Statute and also abuse of authority by superiors.
 - b) Abuse and misuse of information and communication technologies.

Article 57. Sanctions.

The sanctions that may be imposed on employees duly proven guilty of misconduct are as follows:

1. For minor misconduct: Verbal or written warning and/or suspension of salary and work for up to two days.
2. For non-serious misconduct: Suspension of salary and work for three to ten days.
3. For serious misconduct: Suspension of salary and work for 11 to 20 days.
4. For gross misconduct: Suspension of salary and work for 21 to 60 days; transfer from the department for three months to one year; disqualification for internal promotion for up to three years; dismissal.

Article 58. Disciplinary proceedings.

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1. Sanctions will be notified to employees in writing and serious and gross misconduct will be notified to the Works' Council.

2. Formal proceedings will be launched for the imposition of sanctions for gross misconduct.

Proceedings will commence with the issue to the employee of a brief statement outlining the grounds for the alleged misconduct. This statement will also be sent to the Works' Council which, like the affected employee, will have five days to respond in writing with information deemed as clarifying the facts of the matter. After these five working days, even if the employee or union representatives have not exercised their right to issue a written response, management may impose the sanction it deems fit on the employee, in accordance with the severity of the misconduct and with the provisions of this CBA.

The sanction will be notified in writing to the employee and the Works' Council will also be immediately informed.

It is understood that the procedure regulated here will, for all effects and purposes, serve in the case of any disciplinary proceedings opened against members of the Works' Council and trade union representatives and shall apply to both serious and gross misconduct.

Article 59. Time limitations.

Time limitations shall be ten days for minor misconduct, 20 days for non-serious and serious misconduct and 60 days for gross misconduct. Counting will start from the date on which the company becomes aware of the misconduct, and in any case, within six months of the transgression. These periods shall be interrupted by any act corresponding to proceedings, provided that the duration in total does not exceed six months through no fault of the employee.

CHAPTER XIII. COLLECTIVE REPRESENTATION.

Article 60. Works' Council.

1. The Works' Council is the collective body representing employees in the company and defending their interests. Its members shall be elected as established by law.

2. Members' rights and obligations shall be governed by Title II of the Workers' Statute, some of whose provisions are listed as follows:

a) The Works' Council shall be kept informed about the professional and financial evolution of the sector, situation of the IR, the likely evolution of employment, etc.

b) Management shall submit the annual balance sheet, income statement and financial report in writing within the maximum period for filing annual accounts as established by law.

c) The Works' Council shall be kept informed about the written employment contract models to be used at the IR and any documents justifying employment termination and shall also receive a copy of contracts and notification of extensions of contracts, among other information as established by Law.

d) The Works' Council and union representatives from the same union or union section shall be allowed to accumulate, in one or several of their members, any unused hours of the 40 monthly hours of available credit. The accumulated hours in no case may exceed 70 hours per month.

It shall be ensured that use of the hours of credit do not entail neglect of the service.

e) Hours spent by the Works' Council at meetings called by the IR management shall be paid and may not be computed as union hours.

f) Representatives participating in the Negotiating Committee for this CBA shall be entitled to paid leave as necessary for the proper exercise of their role as negotiators.

g) Trade union officials who have used up the paid monthly hours for union activities may not obtain more such hours except for justifiable reasons. The IR, where there is just cause, may not impede union members from absenting themselves from their post when they have requested permission in advance (during the previous

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workday at least). The only exception is when, for justifiable organizational reasons, this permission cannot be granted.

h) The company recognizes the right of Works' Council members to freely express their views in union matters and to freely act in their role as representatives, in accordance with the provisions of the legislation in force.

i) Works' Council members shall, in the case of sanctions for serious or gross misconduct, be guaranteed formal disciplinary proceedings, which will hear the other members of the Works Council as well as the person accused of misconduct.

Works' Council members shall be prioritized over other employees in terms of permanence in the workplace in the event of employment suspension or termination for financial or technological reasons.

During their term and in the year after their term ends, and excepting cases of revocation or resignation, Works' Council members may not be dismissed or sanctioned because of their actions as employee representatives, notwithstanding the provisions of Article 54. Works' Council members may not be discriminated against in terms of financial or professional promotion because of their role in representing employees.

Article 61. Right to join a trade union.

The IR guarantees the rights of employees to freely organize and to join a trade union and guarantees, moreover, that no discrimination, prejudice or sanction shall result from trade union membership and the exercise of trade union rights.

Article 62. Union sections.

1. Members of a trade union within the IR may:

a) Establish trade union sections in accordance with the provisions of the trade union statutes.

b) Hold meetings, after duly notifying IR management, collect fees and distribute union information, outside work hours and without disrupting normal IR activity.

c) Receive information from their trade union.

2. The IR expressly recognizes the following rights and duties for the various trade union sections and their members:

a) To compile the financial, professional, social and trade union demands of the different groups and present them to management and the Works' Council.

b) To represent and defend the interests of the trade union and its members and to serve as liaison between the trade union and management.

c) Not to be discriminated against in terms of financial or professional promotion because of their role in representing employees.

3. The union sections of the most representative trade unions and of the trade unions represented in the Works' Council shall have the rights as described in Article 8.2 of Organic Law 11/1985, of 2 August, on freedom of association.

Article 63. Negotiating levy.

On request, the Works Council levy will be deducted from pay by the IR and paid directly to the Works' Council.

CHAPTER XIV.

COLLECTIVE CONFLICT RESOLUTION.

Article 64. Collective conflict resolution.

In the event of any dispute or doubt as to interpretation, the wording of the Catalan version shall prevail.

Regarding any dispute of a collective nature that may arise, the signatories to this CBA hereby expressly agree to first submit to the conciliation and mediation procedures of the Employment Court of Catalonia before undertaking any court proceedings for the purposes established in Article 156 of the Law on Social Jurisdiction Regulation.

FIRST FINAL PROVISION.

Professional group, sub-group and grade equivalence tables reflecting the new occupational classification.

Chapter IV of this CBA describes a new occupational classification system.

Both parties undertake, during the term of this agreement, to jointly draw up tables to correlate professional groups, subgroups and grades as reflected in the previous CBA with the new occupational classification, so that all employees can be reclassified at the time of entry into force of this CBA.

Once reclassification is complete, the permanence period established for that grade shall not apply to researchers reclassified as grade R2B.

The new occupational classification system set out in Chapter IV of this CBA will apply to new employees taking up posts after the entry into force of this CBA.

Equivalence for the professional groups, subgroups and grades shall be transferred to the salary tables in force. Under no circumstances may the remuneration corresponding as a result of equivalence to each professional group, subgroup and grade be lower than that received on entry into force of this CBA.

Remuneration corresponding to new professional groups, subgroups and grades will also be included.

The IR's Internal Scientific Committee, which must approve the rules for evaluation of research staff on entry into force of this CBA, shall have, in addition to three other members, a minimum of three IR researchers.

SECOND FINAL PROVISION.

Occupational classification.

Group 1. Grade R2B. Senior Postdoc. Researchers with a doctorate who read their thesis more than 15 years ago may exceptionally be classified within this group provided due justification is provided.

THIRD FINAL PROVISION.

Professional career.

Both parties undertake to negotiate, during the term of this CBA, an inclusive professional career model. It is the management's intention to initiate the implementation of the professional career model resulting from the above negotiations once budgetary conditions permit and provided there is no regulatory impediment (national or regional) in regard to the containment of staff costs.

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APPENDIX.

PAY TABLES 2011-2014.

Professional group	Professional subgroup	Item	Amount
G1 - Research staff	11 - TENURED RESEARCHER	0E07 - SENIORITY SUPP.	62.21
G1 - Research staff	11 - TENURED RESEARCHER	1E00 - BASE SALARY	3,020.40
G1 - Research staff	11 - TENURED RESEARCHER	2MC1 - PROF CAREER	2,479.42
G1 - Research staff	11 - TENURED RESEARCHER	2MC2 – PROF CAREER	4,782.33
G1 - Research staff	11 - TENURED RESEARCHER	2MC3 – PROF CAREER	7,302.70
G1 - Research staff	11 - TENURED RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	12 - ASSOCIATE RESEARCHER	0E07 - SENIORITY SUPP.	62.21
G1 - Research staff	12 - ASSOCIATE RESEARCHER	1E00 - BASE SALARY	2,558.93
G1 - Research staff	12 - ASSOCIATE RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	13 - ASSISTANT RESEARCHER	0E07 - SENIORITY SUPP.	62.21
G1 - Research staff	13 - ASSISTANT RESEARCHER	1E00 - BASE SALARY	2,299.23
G1 - Research staff	13 - ASSISTANT RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	20 - CALL RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	31 - POST-DEA TRAINEE RESEARCHER	0E07 - SENIORITY SUPP.	62.21
G1 - Research staff	31 - POST-DEA TRAINEE RESEARCHER	1E00 - BASE SALARY	1,029.30
G1 - Research staff	31 - POST-DEA TRAINEE RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	32 - PRE-DEA TRAINEE RESEARCHER	0E07 - SENIORITY SUPP.	62.21
G1 - Research staff	32 - PRE-DEA TRAINEE RESEARCHER	1E00 - BASE SALARY	872.91
G1 - Research staff	32 - PRE-DEA TRAINEE RESEARCHER	9U13 - ON-CALL BONUS	9.46
G1 - Research staff	33 - CALL TRAINEE RESEARCHER	9U13 - ON-CALL BONUS	9.46
G2 - Technical staff	10 - SENIOR RESEARCH TECHNICIAN	0E07 - SENIORITY SUPP.	62.21
G2 - Technical staff	10 - SENIOR RESEARCH TECHNICIAN	1E00 - BASE SALARY	2,013.60
G2 - Technical staff	10 - SENIOR RESEARCH TECHNICIAN	9U13 - ON-CALL BONUS	9.46
G2 - Technical staff	20 - RESEARCH TECHNICIAN	0E07 - SENIORITY SUPP.	62.21
G2 - Technical staff	20 - RESEARCH TECHNICIAN	1E00 - BASE SALARY	1,870.95
G2 - Technical staff	20 - RESEARCH TECHNICIAN	9U13 - ON-CALL BONUS	9.46
G2 - Technical staff	30 - LABORATORY TECHNICIAN	0E07 - SENIORITY SUPP.	37.70
G2 - Technical staff	30 - LABORATORY TECHNICIAN	1E00 - BASE SALARY	1,549.92
G2 - Technical staff	30 - LABORATORY TECHNICIAN	9U13 - ON-CALL BONUS	9.46
G2 - Technical staff	40 - CALL TECHNICIAN	9U13 - ON-CALL BONUS	9.46
G3 - Administrative staff	10 - MANAGEMENT SUPPORT TECHNICIAN	0E07 - SENIORITY SUPP.	62.21
G3 - Administrative staff	10 - MANAGEMENT SUPPORT TECHNICIAN	1E00 - BASE SALARY	1,942.30
G3 - Administrative staff	10 - MANAGEMENT SUPPORT TECHNICIAN	9U13 - ON-CALL BONUS	9.46
G3 - Administrative staff	20 - ADMINISTRATION OFFICER	0E07 - SENIORITY SUPP.	37.70
G3 - Administrative staff	20 - ADMINISTRATION OFFICER	1E00 - BASE SALARY	1,549.92
G3 - Administrative staff	20 - ADMINISTRATION OFFICER	9U13 - ON-CALL BONUS	9.46
G3 - Administrative staff	30 - ADMINISTRATION ASSISTANT	0E07 - SENIORITY SUPP.	36.43
G3 - Administrative staff	30 - ADMINISTRATION ASSISTANT	1E00 - BASE SALARY	1,344.74
G3 - Administrative staff	30 - ADMINISTRATION ASSISTANT	9U13 - ON-CALL BONUS	9.46
G3 - Administrative staff	40 - CALL CLERK	9U13 - ON-CALL BONUS	9.46
G4 - Auxiliary services staff	10 - AUXILIARY SERVICES ASSISTANT	0E07 - SENIORITY SUPP.	36.43
G4 - Auxiliary services staff	10 - AUXILIARY SERVICES ASSISTANT	1E00 - BASE SALARY	1,344.74
G4 - Auxiliary services staff	10 - AUXILIARY SERVICES ASSISTANT	9U13 - ON-CALL BONUS	9.46
G4 - Auxiliary services staff	20- UNSKILLED WORKER	0E07 - SENIORITY SUPP.	36.43
G4 - Auxiliary services staff	20- UNSKILLED WORKER	1E00 - BASE SALARY	800.51
G4 - Auxiliary services staff	20- UNSKILLED WORKER	9U13 - ON-CALL BONUS	9.46
G4 - Auxiliary services staff	30 - CALL ASSISTANT	9U13 - ON-CALL BONUS	9.46

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