V AGREEMENT FOR EMPLOYMENT AND COLLECTIVE BARGAINING (V AENC)

Madrid, 10 May 2023

INDEX

PREAMBLE

The business organisations CEOE and CEPYME and the trade union organisations CCOO and UGT, which have signed this Agreement, have been demonstrating for several decades our commitment to bipartite social dialogue as the axis of self-government in labour relations, with collective bargaining being where it finds its maximum expression. Within this framework, this V Agreement for Employment and Collective Bargaining (V AENC) is part of a long historical thread that links various agreements reached in the early years of democracy, previous AENCs, successive agreements for the autonomous settlement of labour disputes and many other fruits of bipartite social dialogue which, especially in recent years, have shown the vitality, presence and capacity for adaptation of the social partners and our firm commitment to occupy a space of our own.

In the most recent period, the fruits of this bipartite social dialogue are the III and IV AENC, which guided collective bargaining criteria between 2015 and 2020, the VI Agreement on the Autonomous Settlement of Labour Disputes (VI ASAC) and, due to the importance of the moment we have lived through, it is worth highlighting the bipartite Agreement we reached in the early hours of 12 March 2020 to address the problems caused by the pandemic crisis in the labour field, it is worth highlighting the bipartite Agreement we reached in the early hours of 12 March 2020 to address the problems caused by the COVID-19 pandemic crisis in the labour sphere, which was later transformed, through tripartite dialogue, into the six Social Agreements in Defence of Employment (ASDE), better known as the ERTE agreements, which enabled millions of jobs and business activity to be saved throughout the country.

In extremely difficult contexts, such as those experienced in Spain since 2020, the fruits of the tripartite social dialogue cannot be understood without the drive of the employers' and trade union organisations. This social dialogue between the Government and the social partners has resulted not only in the six agreements on ERTE and the organisation of the full recovery of activity, but also in other important labour agreements, including the development of the regulations on teleworking, the guarantee of the labour rights of workers dedicated to delivery in the field of digital platforms, and the Spanish Strategy for Health and Safety at Work.

Within these agreements, it is worth highlighting what has been the main result of the tripartite social dialogue in the last period in the labour field, the Agreement reached in December 2021 on Labour Reform, embodied in Royal Decree-Law 32/2021. In this Agreement, the Government, CEOE, CEPYME, CCOO and UGT, were able to focus the objectives on the elements that should facilitate a paradigm shift in employment and labour relations: a commitment to indefinite contracts and employment stability; strengthening the ERTE mechanism as a measure of internal flexibility which

to help sustain employment and business activity in times of company difficulties or deeper sectoral transformations; and to strengthen collective bargaining and the value of collective agreements as the most effective way to adapt employment and working conditions to the realities of sectors and companies.

While we are aware that it is still too early to make a complete and definitive assessment of the effects of this Labour Reform, it is undeniable that the first results point to the success of the agreed measures in that they are helping to eradicate certain pathologies in our labour market, such as the high level of temporary employment or the massive destruction of jobs in times of crisis, and the role of collective bargaining has been strengthened, measures that undoubtedly have an impact on improving the living conditions of workers and the productivity of companies.

All these agreements that take place underline the value of social dialogue at both bipartite and tripartite levels.

Now we add the 5th Agreement for Employment and Collective Bargaining. Each of the NCAs that have preceded it has had different contents that have responded to the situations of each moment, never simple but very different from each other. But they all have a common thread, which is to seek, through collective bargaining, to improve the situation of companies and to maintain employment and working conditions, and also to enrich the content of collective bargaining and adapt it to the changes and realities that are taking place in society, in the economy and in the labour market, as well as to address content that contributes to tackling structural problems such as inequality between women and men or preserving the health and safety of workers.

Thus, the I AENC, signed in February 2010 and valid until 2012, sought to act as a "dynamising element of the Spanish economy" in defence of employment at a time when the deep economic crisis was just beginning. The II AENC (2012-2014), signed in the most acute phase of the crisis and in the midst of harsh adjustment measures, sought, through internal flexibility and wage moderation, to initiate a recovery of the Spanish economy, while preserving the role of collective bargaining and bipartite social dialogue. The III AENC (2015-2017) was signed at the beginning of an incipient economic and employment recovery and sought to consolidate the employment and business situation. The IV AENC (2018-2020) sought to improve employment, wages and business performance by taking advantage of the consolidation and improvement of the Spanish economy.

CEOE, CEPYME, CCOO and UGT agreed this AENC once again at a complex juncture. The outbreak of an unprecedented health crisis at the beginning of 2020, which effectively paralysed activity worldwide, made it necessary to focus all efforts on overcoming this situation. And in the midst of the process of recovery from the standstill in activity, other situations followed - blockage of supplies of certain materials and components, escalating prices in energy and some raw materials - which culminated in a war in the heart of Europe that threatened, among other things, the economic recovery itself. And all of the above resulted in an exorbitant increase in prices that deteriorated the purchasing power of wages and increased companies' production costs. In addition to the above elements, all of which are cyclical although some of them have longer-term repercussions, there is also the need to tackle the major structural transformations - digital, ecological, demographic, care - profoundly disruptive transformations also in employment and the functioning of companies, which the pandemic and the subsequent crises have accelerated.

With the will to face these challenges, we have conducted the negotiation of the V NCAF, which is now coming to an end. It began after the end of the tripartite negotiation that culminated in the Labour Reform Agreement of December 2021, and from the outset it has sought to reflect the determined will of the social partners to strengthen bipartite social dialogue in order to, from the autonomy of collective bargaining and the conviction of the need to govern labour relations from that autonomy, face an extremely complex economic situation and the deployment in collective bargaining of the agreed Labour Reform.

The context of maximum uncertainty hindered the negotiation process, with the result that we did not reach an agreement until May 2023 and, therefore, that the CBA did not cover collective bargaining in 2022. For that year, although a large number of sectors and companies have already concluded their collective agreements, there are still many others yet to do so. In these cases, the negotiating parties in each of the areas will approach the negotiations seeking solutions based on the situation and the reality of their own area.

The V NCAA will be in force from 2023 to 2025, and maintains the legal nature and structure of previous NCAAs. Its contents include, firstly, a reminder of the employment and recruitment matters that the Labour Reform mandates for their development through collective bargaining, with the aim of consolidating the employment stability objectives established therein from our own sphere. We also addressed the criteria for determining wage increases in the years 2023 to 2025, with the aim of recovering wages, as well as certain recommendations on the wage structure.

In addition, we face the need to analyse, in each of the areas of action, the evolution of the indicators of temporary incapacity derived from common contingencies and to establish measures of action to improve the health of workers and to reduce the frequency and duration of these processes, among others, trying to make better use of the resources of the Mutual Societies collaborating with the Social Security without modifying the current competencies of the public health services and with full freedom for the worker, for which we urge the competent administrations in this area.

Equality between women and men is maintained in a section with specific commitments, but we are also committed to a cross-cutting vision that integrates, with a gender perspective, measures in the area of salary structure, professional classification systems or internal flexibility instruments in the interests of greater co-responsibility between women and men. We also address the need to act in the area of full integration in employment of people with disabilities and to tackle discrimination in the face of diversity and the integration of LGTBI people and to decisively tackle, in our area of responsibility, sexual and gender-based violence, protect the victims and turn workplaces into safe spaces.

We are also committed to internal flexibility mechanisms, as tools that facilitate the competitive adaptation of companies and productive activity and preserve the stability and quality of employment and working conditions, in an appropriate balance between flexibility for companies and security for workers. Among these instruments, it is worth highlighting, as one of the central novelties of the recent Labour Reform, the shared criteria for the use of ERTE and the new Red Mechanism as a tool for internal flexibility that maintains jobs and companies in the face of more traumatic measures. We also intend to develop in collective bargaining all the elements that the agreement on new regulations on remote work -or telework-, reached in the tripartite social dialogue in 2020, refers to such bargaining. And a new commitment is made to establish shared guidelines for the effective development of the right to digital disconnection based on collective autonomy.

Last but not least, we are firmly committed to the agile functioning of participatory mechanisms to address the major challenges posed by the great technological, digital and ecological transformations and the disruptive consequences they have on companies and their activity and, therefore, on employment and its conditions. This must allow for a just transition to a reality that is not yet written, through anticipation, lifelong learning and retraining, and address the different gaps so that no one is left behind.

With this NCA, the social partners offer society as a whole an agreement that provides certainty and commitments in the face of the uncertainty and the important challenges that we face as a State. From our capacities and possibilities in the bipartite sphere, we believe that we have done our homework and fulfilled our responsibility. But in order to complete some of these commitments, some actions do not depend solely on our will, as they require the action of the Government or other bodies. Among them, we would like to highlight the request to the Government to adapt the current regulations on price reviews in public procurement to allow them to be updated in certain situations. Workers and companies involved in public procurement in labour-intensive sectors cannot once again be the paymasters of a rule that de facto prevents prices and thus wages from being revised, even in extreme situations such as the current ones.

All these measures cannot remain on paper. The Fifth Collective Bargaining Agreement, like the previous ones, contains commitments and agreements that will have to be developed in thousands of negotiating processes in thousands of different areas, at sectoral and company level. Because the power and richness of bipartite social dialogue and its main instrument, collective bargaining, lies not only in the major general agreements; the most important thing is that their content permeates all areas and is adapted to the different realities. This effort and commitment involves thousands of people from the Organisations that have signed this Agreement so that it is possible to achieve the intended objectives and to consolidate a climate of social peace, which is so necessary in the current context.

CHAPTER I

LEGAL NATURE AND SCOPE OF THE INTERCONFEDERAL AGREEMENT

1. Legal nature and functional scope

The signatory Organisations, which have the status of being the most representative at state level, directly assume the commitments of this Agreement and therefore oblige ourselves to adjust our behaviour and actions to what has been agreed, each of us being able to demand from the others the fulfilment of the agreed tasks or duties.

We also consider that the subjects of the Agreement are interrelated and that their treatment in collective agreements can be conducive to business and employment.

The signatory Confederations shall intensify efforts to establish with our respective Organisations in the sectors or branches of activity, without detriment to the collective autonomy of the parties, the most appropriate mechanisms and channels that allow them to assume and adjust their behaviour for the application of the criteria, guidelines and recommendations contained in this Agreement, the nature of which is binding.

2. Time scope

The Agreement will be in force for three years (2023 -2025).

The signatory Organisations will meet three months before the end of the year 2025, in order to start negotiations on a new Interconfederal Agreement for collective bargaining with a duration to be determined.

3. Monitoring Committee

In this Agreement, we set up a Monitoring Committee made up of three representatives from each of the signatory organisations.

This Commission shall be responsible for the interpretation, application and monitoring of what has been agreed.

At the request of one of the signatory organisations, this Committee may use its good offices to resolve any discrepancies that may arise in the interpretation and application of these provisions in the negotiation of collective agreements.

During the term of the Agreement, the Monitoring Commission will be entrusted with the tasks and will articulate the Working Groups that the parties deem mutually agreed.

The Monitoring Committee shall adopt its rules of procedure at its first meeting.

CHAPTER II

OF COLLECTIVE BARGAINING

Collective bargaining is the natural space for the exercise of the collective autonomy of employers' and trade union organisations and the appropriate sphere for facilitating the adaptability of enterprises, setting working conditions and models that make it possible to improve productivity, create more wealth, increase employment, improve its quality and contribute to social cohesion.

With this vision in mind, the Confederations signatory to this Agreement have the firm intention to promote collective bargaining by encouraging the opening of new bargaining units and the expansion of existing ones.

1. Validity and organisation of the negotiating process

In order to preserve the validity of agreements and to minimise negotiation deadlocks, we propose to the parties negotiating collective agreements:

- Promote the renewal and updating of agreements, articulating rules on validity, ultra-activity and negotiation procedures that stimulate the intensification of negotiations until they are concluded.
- Promote the use of autonomous labour dispute settlement systems, also taking into account the new functions included in the VI Agreement on the Autonomous Settlement of Labour Disputes (VI ASAC), on the promotion of collective bargaining and conflict prevention.

2. Joint committees

The signatory organisations agree on the need to strengthen the joint commissions and their functions, providing them with a flexible and flexible system of operation to improve their effectiveness in order to reinforce collective autonomy.

In this regard, we recall that it is advisable to take into account the annex of recommendations on the functioning of the joint commissions included in the VI ASAC.

Together with the definition of the functions attributed to the joint committee, a regular operating procedure must be established in order to be able to promptly and effectively resolve consultations and/or disputes that come from the workplaces.

The collective bargaining agreement in any field shall regulate the procedures to be applied in relation to each matter on which, by legal or conventional rule, the intervention of the joint committee is foreseen, indicating the deadlines for communication and/or, where appropriate, resolution; the documentation to be submitted by the company or by any of the affected parties and guarantees of a hearing.

In order to facilitate contact and communication with the joint committees, the persons negotiating agreements are encouraged to domicile them at the headquarters of the SIMA Foundation or its regional counterparts, depending on the territorial scope of application of the respective agreement.

3. *Autonomous labour dispute settlement systems*

The signatory organisations of this Agreement feel fully committed to strengthening the role of the existing autonomous settlement bodies at state level and in each autonomous community, and we therefore call on the negotiating parties to promote their use, also taking into account the new functions included in the VI Agreement on the Autonomous Settlement of Labour Disputes (VI ASAC) to encourage and promote collective bargaining, preventive mediation of disputes and intervention in cases of collective bargaining deadlock, including equality measures and plans.

To this end, collective agreements should include express commitments and references to the use of mediation and/or arbitration procedures in collective disputes, including arbitration agreements, especially in the event of non-application of collective and, where appropriate, individual agreements, which may arise at sectoral or company level.

CHAPTER III

EMPLOYMENT AND

RECRUITMENT

On 30 December 2021, Royal Decree-Law 32/2021 of 28 December on urgent measures for labour reform, guaranteeing employment stability and transforming the labour market was published, which was the result of the intense tripartite social dialogue process.

This new regulatory framework incorporates important references to collective bargaining and a new model of employment contracts in Spain, which invites us to introduce in an orderly manner the significant changes that will affect companies and workers.

To date, the Labour Reform has yielded good results. In order to continue moving in this direction, collective bargaining agreements must contribute to promoting employment stability and the appropriate use of contractual modalities, developing the calls for collective bargaining made in the law, especially after the Reform.

1. *Recruitment modalities*

In order to achieve the objectives outlined above, collective agreements should take up and develop the following calls for collective bargaining:

- ***Trial period:*** Duration, to facilitate the mutual knowledge of the contracting parties and also the suitability of the worker and his/her aptitudes, as well as his/her suitability to the professional development prospects and the demand for his/her qualifications in the company's organisation, carrying out the experiences that constitute the object of the trial (art. 14.1 of the ET).

- ***Fixed-term contract:***

  - In collective bargaining agreements:

    - Agree, where appropriate, on means other than public notice to ensure the transmission of information on the existence of vacant permanent jobs for which persons with fixed-term contracts may apply (art. 15.7 of the ET).

  - In collective agreements:

    - Duration of the substitution contract for the temporary coverage of a job during the selection or promotion process, with a limit of three months (art. 15.3 of the ET).

    - Plans and criteria for reducing temporary employment in line with the provisions of article 15.8 of the ET.

    - Measures to facilitate effective access to the actions included in the vocational training system for employment (art. 15.8 of the ET).

  - In sectoral agreements:

    - Extend, where applicable, the contract for up to a maximum of one year due to production circumstances arising from an occasional and unforeseeable increase in activity or fluctuations in activity (art. 15.2 of the ET).

- ***Permanent-discontinuous:***

  In order to favour the employment stability sought by the 2021 Labour Reform, which, among other formulas, is materialised in the strengthening of the permanent-discontinuous contract when there is intermittent and recurrent work, we recommend developing the full potential of this contract through collective agreements, regulating those aspects that allow it to be better adapted to the needs of workers, sectors and companies.

In order to achieve this objective, collective agreements should take up and develop the following calls for collective bargaining:

- In collective agreements or, failing that, in company agreements:
  - Objective and formal criteria that must govern the call, bearing in mind that, in any case, the call must be made in writing or by any other means that provides a reliable record of the notification (art. 16.3 of the ET).
- In sectoral collective agreements:
  - In cases where the permanent-discontinuous contract is justified by the conclusion of a contract or subcontract, the maximum period of inactivity between contracts and subcontracts (art. 16.4 of the ET).
  - Sectoral employment exchange (art. 16.5 of the ET).
  - Conclusion of part-time contracts when the peculiarities of the activity of the sector justify it (art. 16.5 of the ET).
  - Annual census of permanent-discontinuous staff (art. 16.5 ET).
  - If applicable, minimum annual call-up period and amount for the end of call-up, when this coincides with the termination of the activity and there is no new call-up (art. 16.5 of the ET).
- In sectoral collective agreements or, failing that, company agreements:
  - Procedure for the formulation of applications for voluntary conversion into an ordinary indefinite-term contract (art. 16.7 of the ET).

- ***Part-time:***

In order to maintain a hiring system that generates stability, we consider that the open-ended part-time contract can be an appropriate tool to meet the flexibility needs of workers and companies.

In order to adequately fulfil this purpose, collective agreements should take up and develop the following calls for collective bargaining:

- Extend, where appropriate, the number of interruptions in the working day, when the working day is split (art. 12.4.b of the ET).

- Procedure for the formulation of applications for voluntary conversion from full-time to part-time work and vice versa or for the increase of working time (art. 12.4.e of the ET).
- Measures to facilitate effective access to continuing vocational training (art. 12.4.f of the ET).
- Maximum percentage of complementary hours, not to exceed 60% of the ordinary hours contracted and not to be less than 30% of the same (art. 12.5.c of the ET).
- Period of notice for additional hours (art. 12.5.d of the ET).
- Maximum percentage of complementary hours of voluntary acceptance, not exceeding 30% of the ordinary hours contracted (art. 12.5.g of the ET).

2. Recruitment of young people and people in the process of requalification

Business and trade union organisations share the concern about the serious problem of youth unemployment in Spain and the need to facilitate professional retraining that will enable the transition from sectors with a surplus of personnel to those with difficulties in finding people with the required professional profile, especially in an environment such as the current one, of continuous change, in which lifelong learning is necessary.

Collective bargaining should therefore encourage the hiring of young people and people in transition in employment, promoting training contracts and dual training as a means of insertion and retraining.

To this end, collective agreements should take up and develop the following calls for collective bargaining:

- In collective bargaining agreements:
  - Criteria and procedures aimed at achieving a balanced presence of men and women (art. 11.6 of the ET).
  - Commitments to convert training contracts into contracts for an indefinite period of time (art. 11.6 of the ET).
- In collective agreements:
  - Remuneration of the effective working time of the sandwich training contract (art. 11.2.m of the ET).

- Remuneration, if applicable, of the contract for obtaining professional practice, in the absence of which it will be that of the professional group and remuneration level corresponding to the functions performed, in accordance with the effective working time (art. 11.3.i of the ET).
- Duration of the probationary period in contracts for obtaining professional practice (art. 11.3.e of the ET).
- Percentage of face-to-face work in training contracts (DA 1ª of Law 10/2021, of 9 July, on distance work).

▪ In state or regional sectoral agreements and, failing that, in sectoral agreements at a lower level:

- Maximum and/or minimum duration, within the legal limits, of contracts to obtain professional practice (art. 11.3. c of the ET).
- Jobs, activities, levels or professional groups that may be carried out by means of a training contract (art. 11.4.e of the ET).

CHAPTER IV PARTIAL

RETIREMENT AND FLEXIBLE

Partial retirement and the relief contract must continue to be an instrument
The EU's employment strategy is a key element in maintaining employment and rejuvenating workforces.

To this end, collective agreements may recognise access to partial retirement with a relief contract in accordance with the applicable regulations and shall promote, where appropriate, the mechanisms for its implementation in each sector and company, depending on their specific circumstances and characteristics.

Similarly, the agreements will promote gradual and flexible retirement formulas to facilitate the transition from active life to retirement.

Likewise, the Confederations signatories to this Agreement urge the Government to open the Social Dialogue Table to comply with the provisions of the first additional provision of Royal Decree-Law 2/2023, of 16 March, given the importance of partial retirement and the relief contract as essential elements for the transfer of knowledge, rejuvenation of the workforce, improvement of company productivity and job creation in conditions of stability.

CHAPTER V

VOCATIONAL TRAINING AND QUALIFICATION

For the signatory organisations, the permanent adaptation of the workforce to the new realities facing the world of work, both in terms of production and organisational processes, is essential. To this end, ongoing training plans are essential which, with the necessary updates, enable workers to respond to these new realities, marked, among others, by the digital and ecological transition and the ageing of the working population.

Lifelong learning is essential if we are to foster a new culture of lifelong learning, which addresses the constant updating of workers' skills, including in the workplace.

Aware of this, the signatory Organisations consider it essential to contribute, through collective bargaining, to promoting lifelong learning as a strategic element for improving the employability of workers and the competitiveness of companies, among other aspects, by means of criteria or measures aimed at:

- Ensure equal access to training for workers.
- Strengthen training to facilitate the digital and ecological transition of companies and workers.
- Promote dual training in companies, adapted to the characteristics of the productive fabric and the training needs of workers.
- Promote the co-responsibility of companies and workers in training processes.
- Promote bipartite sectoral and cross-sectoral instruments in the definition and development of training.

CHAPTER VI

REMUNERATI

ON

In the current economic context, the signatory Organisations of the present AENC declare our intention to implement, during its term of office, a wage policy that will simultaneously contribute to economic recovery, job creation and improvement of the competitiveness of Spanish companies.

To achieve this, we agree that progress in wage growth, where the economic realities of sectors and/or companies allow, will contribute to increasing the purchasing power of working people and to further improving our competitiveness and thereby preserving and creating jobs.

1. Wage structure

Collective agreements should promote the rationalisation of pay structures, integrating the principles of pay transparency and equal pay for work of equal value. To this end, it would be desirable to organise and simplify wage supplements in a gender-sensitive way.

The wage scales shall be consistent with the occupational classification set out in the agreement.

Furthermore, variable remuneration systems must be clearly established, have objective criteria and be neutral from a gender perspective. In addition, their weighting in overall remuneration should be established.

Flexible remuneration formulas may also be taken into account.

2. Criteria for the determination of wage increases

Wages negotiated in the coming years should be increased in accordance with the following guidelines:

- Wage increase by 2023: 4%.

  After 2023, if the year-on-year CPI in December 2023 is higher than 4%, an additional maximum increase of 1% will be applied with effect from 1 January 2024.

- Salary increase for 2024: 3% shall be applied to the result of the increase in the previous paragraph.

  After 2024, if the year-on-year CPI in December 2024 is higher than 3%, an additional maximum increase of 1% will be applied with effect from 1 January 2025.

- Wage increase for 2025: 3% shall be applied to the result of the increase in the previous paragraph.

  After 2025, if the year-on-year CPI in December 2025 is higher than 3%, an additional maximum increase of 1% will be applied with effect from 1 January 2026.

The negotiating parties should take into account the specific circumstances of their area to set wage conditions, so that the application of the above guidelines can be adapted in each sector or company, with very unequal situations of growth, results or impact of the increase in the minimum wage, with the objective of maintaining and creating employment.

3. Updating prices during the term of public contracts

The undersigned confederations urge the Government to modify the price review regulations in the contracting processes derived from Law 9/2017, of 8 November, on Public Sector Contracts, to eliminate the impossibility of carrying out a price review or at least to allow price reviews in the event of regulatory changes, collective bargaining agreements or circumstances that could not be foreseen at the time of the tender that imply increases in labour costs.

4. Supplementary social welfare

The signatory organisations of this Agreement share a positive assessment of the Supplementary Welfare Systems and have considered it appropriate to address their development within the framework of collective bargaining.

For this reason, we propose to promote Employment Pension Plans in collective bargaining agreements, where appropriate, through Corporate Social Welfare Entities (EPSE), as a long-term savings measure of a finalist nature and as a complement to public pensions.

CHAPTER VII

TEMPORARY INCAPACITY DUE TO COMMON CONTINGENCIES

The employers' and trade union organisations that have signed this Agreement express our concern about the indicators of temporary incapacity derived from common contingencies. In this regard, we wish to establish lines of action to improve the health of workers.

Against this background, we urge collective bargaining to:

- Establish joint procedures and areas of analysis of temporary incapacity due to common contingencies, including the study of the causes, incidence and duration of the processes.

- Establish lines of action that consequently reduce the number of processes and their duration, as well as the monitoring and evaluation of these actions.

Likewise, the signatory Organisations of this Agreement consider that the use of the resources of the Mutual Societies collaborating with the Social Security contributes to the objective of improving waiting times, the health care of workers and the recovery of their health, as well as reducing the waiting list in the public system.

In order to achieve this aim, the signatory organisations urge the administrations with powers in this area to develop agreements with these mutual insurance companies, aimed at carrying out diagnostic tests and therapeutic and rehabilitative treatments in processes of TI due to common contingencies of traumatological origin. All of this will be carried out with respect for the guarantees of privacy, confidentiality, confidentiality, informed consent and coordination with the health professional of the public health system.

We also call for the activation of national and regional tripartite bodies to:

- To analyse temporary incapacity due to common contingencies, including the monitoring of the causes, incidence and duration of the processes.
- To study the impact that the National Health System's response, in each of the areas, has on the TI processes.
- Establish lines of action aimed at protecting the health of workers and thus reduce the number of processes and their duration, including the monitoring and evaluation of these actions.

CHAPTER VIII HEALTH AND SAFETY AT WORK

The signatory organisations have included the following in the Spanish Security Strategy and Health at Work 2023-2027, the new challenges and objectives of occupational safety and health.

In this respect, we believe that collective bargaining is the ideal way to adapt general health and safety conditions at work to the characteristics of each sector or business organisation and its workforce. Collective agreements should therefore:

- Promote protocols and welcome guides in the company to improve awareness and generate a preventive culture.
- Establish specific measures so that companies, with the participation of the workers' legal representatives or, where appropriate, with the workers, develop a comprehensive plan focused on the promotion of a preventive culture and the reduction of accidents at work.
- Include the gender perspective in the management of prevention in the company.
- Include disability in the management of prevention.
- Promote the development of means and procedures for the adaptation of jobs.
- Promote attention to ageing and its implications for the development of work activity, implementing the contents of the Autonomous Framework Agreement on active ageing and intergenerational approach, adopted by the European social partners, BusinessEurope, UEAPME, CEEP and ETUC, on 8 March 2017.
- To make progress in risk assessment of remote workplaces.
- Advance in the preventive management of psychosocial risks, promoting programmes for the prevention of work-related stress.
- Develop and monitor protocols for the management of psychosocial conflicts associated with violence and/or harassment at work, including cyberbullying, mobbing and violence through digital media.
- Develop training in occupational risk prevention, including that of designated workers and workers' representatives with specific functions in occupational risk prevention, adapting its contents and duration to the reality of workers and companies and, in the case of workers, establishing means for their accreditation.
- Include training and information programmes on the risks of the use of new technologies at work and the preventive measures to be taken against them, as well as criteria for good practice with regard to digitalisation.
- Include simple, effective and efficient means and measures for the coordination of business activities, in accordance with Article 24 of Law 31/1995, of 8 November, on the Prevention of Occupational Hazards, and its development through the

Royal Decree 171/2004 of 30 January 2004, in which workers' representatives participate.

- Strengthen the development of collective health surveillance.
- Develop protocols and guidelines to improve the management of the reintegration of workers after long-term sick leave.
- Address addictions and develop plans for their prevention and intervention. Establish instruments to identify and deal with them within the framework of occupational risk prevention.
- Prioritise preventive action on the factors that generate certain risks as opposed to the mere establishment of bonuses for toxicity, hardship, dangerousness and unhealthiness.

CHAPTER IX INTERNAL FLEXIBILITY INSTRUMENTS

The signatory confederations of this AENC consider that internal adaptation mechanisms are preferable to external ones and to staff adjustments, therefore agreements should provide for internal flexibility as a tool to facilitate the competitive adaptation of companies and to maintain employment, its stability and quality and productive activity, with an appropriate balance between flexibility for companies and security for workers.

The experience lived during the pandemic has demonstrated the importance of having mechanisms such as temporary redundancy plans, the current configuration of which originated in the bipartite agreement signed by the signatories of this AENC on 12 March 2020, which later transcended to the tripartite agreements for the defence of employment and later to Royal Decree-Law 32/2021, on Labour Reform, to protect employment and the activity of companies.

For the signatory organisations, the collective agreement is the appropriate instrument to articulate the flexible use in the company of elements such as working time and functional mobility, respecting the legal provisions and with the due guarantees for companies and workers.

Therefore, the collective agreement may regulate criteria, causes and procedures for the application of flexibility measures, as well as flexible procedures for adapting and modifying what has been agreed, with the participation, in both cases, of the workers' representatives, and with the intervention, in the event of disagreement, of

joint committees and systems for the autonomous settlement of disputes. They will also include provisions for a swift and effective solution to cases of deadlock in the consultation and negotiation periods established in the precepts of the Workers' Statute affected by internal flexibility.

1. Occupational classification and functional mobility

Collective agreements shall introduce job classification systems based on occupational groups, in accordance with Article 22 of the Workers' Statute.

The definition of occupational groups shall ensure that there is no direct or indirect discrimination between women and men, in compliance with the provisions of Article 28.1 of the Workers' Statute and Article 9 of Royal Decree 902/2020 of 13 October on equal pay for women and men.

Likewise, agreements should promote flexible instruments for functional mobility to operate as a mechanism for internal flexibility and adaptation by companies, respecting in all cases the rights and guarantees of workers and their representatives.

It would also be important to promote functional versatility and its effects on pay through collective bargaining agreements and company agreements.

2. Organisation of working time

Working time is a key and increasingly relevant element both for workers, due to its importance in terms of work-life balance, co-responsibility and health, and for companies in terms of competitiveness and organisation.

In this sense, the signatory Organisations of this AENC consider it essential to adopt flexible formulas for the organisation of working time to the extent that the production processes and services provided allow, with due guarantees for companies and workers and respecting the legal provisions.

In order to achieve a better adaptation to the needs of companies and workers, with a view to maintaining activity and employment, collective agreements shall promote:

- The preferential setting of working hours on an annual basis, in order to facilitate flexible working time arrangements.

- The implementation of the irregular distribution of the working day in order to make the productive and organisational needs of companies compatible with the personal and family life of workers, articulating the systems for compensating the differences, due to excess or shortage, derived from this irregular distribution.
- The rationalisation of working hours, taking into account the specificities of each sector or company, with the aim of improving productivity and favouring the reconciliation of work, family and personal life.
- Flexibility in the timetable for entering and leaving work, when the production and organisational process allows it.

3. Non-application of certain working conditions in collective agreements

In the event of non-application, the procedure shall be in accordance with Article 82.3 of the Workers' Statute.

When collective agreements include clauses on the non-application of the working conditions established in the collective agreement, with the aim of ensuring the maintenance of employment and as an instrument of internal flexibility that avoids both temporary and termination of employment regulation proceedings, the following aspects must be taken into account, in addition to the need for the non-application agreement to be notified to the joint committee of the collective agreement:

- **Documentation**: The documentation to be provided by the company shall be that necessary for the workers' representatives to have reliable knowledge of the reasons given for the non-application.
- **Temporary duration of the non-application**: Given the exceptional nature of this measure, the duration may be modulated according to the circumstances motivating the non-application, but may not exceed the period of validity of the agreement applied and in no case may it extend beyond the time when a new agreement becomes applicable in that company.
- **Content of the non-application agreement**: The non-application of the collective agreement must in no way produce a regulatory vacuum with regard to the working conditions whose non-application is agreed, so that the non-application agreement must determine the substitute regulation for that contained in the non-applied collective agreement.

The non-application agreement may not imply non-compliance with the obligations established in the agreement regarding the elimination of pay discrimination on the grounds of gender or those provided for, where applicable, in the Equality Plan applicable in the company.

4. Temporary Redundancy Proceedings - ERTEs - and RED Mechanism

Experience during the pandemic has shown the importance of having mechanisms in place for companies to make the adjustments required by the transition to new scenarios, reconciling the adaptation of companies to new environments and the safeguarding of employment. To this end, collective agreements should:

- Strengthen temporary redundancy plans, as a measure of internal flexibility, to address temporary situations and facilitate the adaptation of companies, making it possible to maintain employment.
- Develop objectives and criteria for the implementation of ERTEs.
- Prioritise the adoption of measures to reduce working hours over the suspension of contracts.
- Guarantee transparency in the transmission of information, ensuring timely, sufficient and appropriate information to workers' representatives.
- Configure proposals for training content to be developed in the event of activation of the RED Mechanism or ERTEs.
- Create measures to support the training and re-qualification of workers in ERTEs.

In addition, the signatories of the AENC remind the sectoral negotiators that the activation of the sectoral modality of the RED Mechanism requires a request from the most representative trade union and employers' organisations at state level, in accordance with article 47 bis of the Workers' Statute.

It also recalls the importance of taking into account the special situation of SMEs and the impact on the territories of company restructuring processes, given their impact on society, the economy and employment.

CHAPTER X

TELEWORK

Teleworking as a form of work organisation is regulated by the
Law 10/2021 of 9 July on Distance Labour (LTD), implementing the agreement reached in the framework of the tripartite social dialogue.

One of the most unique elements of this regulation is the numerous calls for collective bargaining as the appropriate channel for its implementation, adapted to the special features of each sector or company.

Given the increasing use of telework, accelerated during the COVID- 19 pandemic, collective agreements should take up and develop the following calls for collective bargaining:

- Identification of jobs and functions susceptible to remote work (DA 1ª of the LTD).
- Conditions of access and development of remote work activity (DA 1ª of the LTD).
- Maximum duration of remote work (DA 1ª of the LTD).
- Minimum working day in person (DA 1ª of the LTD).
- Percentage of working day or reference period for remote w o r k (DA 1ª of the LTD).
- Contents additional to those provided for in the legal regulation for the individual agreement (DA 1ª of the LTD).
- Terms of the exercise of reversibility (art. 5.3 and DA 1ª of the LTD).
- Mechanism for the compensation or payment by the company of expenses related to equipment, tools and means linked to the development of the work activity (arts. 7. b and 12.2 of the LTD).
- Mechanisms and criteria for the transition from face-to-face to distance work or vice versa, as well as preferences linked to circumstances such as training, promotion and stability in the employment of persons with functional diversity or with specific risks, multiple employment or multiple job positions, or certain personal or family circumstances (art. 8.3 of the LTD).

  The design of these mechanisms must avoid the perpetuation of gender roles and stereotypes and take into account the promotion of co-responsibility between women and men (art. 8.3 of the LTD).
- Provision and maintenance by the company of the means, equipment and tools necessary to carry out the telework activity (art. 11.1 of the LTD).
- Terms for the use for personal purposes of computer equipment made available by the company (art. 17 of the LTD).

- Means and measures to guarantee the effective exercise of the right to disconnection in remote work and the appropriate organisation of the working day in such a way that it is compatible with the guarantee of rest periods, as well as the extraordinary circumstances for the modulation of this right (art. 18.2 and DA 1ª of the LTD).
- Conditions to ensure the exercise of the collective rights of telecommuters (art. 19 of the LTD).
- Conditions and instructions for use and conservation established in the company in relation to computer equipment or tools (art. 21 of the LTD).

CHAPTER XI

DISCONNECTION

DIGITAL

The right to digital disconnection is the limitation of the use of new technologies. outside the specific working day to guarantee rest time, public holidays and holidays for workers. This right contributes to health, especially with regard to technological stress, improving the working climate and the quality of work, and to the reconciliation of personal and working life, reinforcing other measures regulated in this area.

Within the framework of collective agreements, and in accordance with the provisions of article 20 bis of the Workers' Statute and article 88 of the Organic Law on the Protection of Personal Data and Guarantee of Digital Rights, the right to digital disconnection will be guaranteed both for workers who work in person and for those who provide services through new forms of work organisation (telecommuting, flexible working hours or others), adapting to the nature and characteristics of each job or function.

For the purpose of regulating this right in collective bargaining, the following criteria should be taken into account:

- Digital disconnection is recognised and formalised as a right not to attend to digital devices outside working hours. Notwithstanding the above, the voluntary connection of an employee shall not entail any liability on the part of the company.
- The right to disconnection shall operate in relation to all devices and tools capable of maintaining the working day beyond the limits of the legal or conventional working day established and distributed in the working calendar governing each company.

- If any type of call or communication is made outside working hours, employees shall not be obliged to respond, nor may their superiors require responses outside working hours, unless there are exceptional circumstances of force majeure, justified, which may pose a serious risk to people or potential business damage to the business and which require the adoption of urgent and immediate measures.
- Companies shall ensure that employees who make use of this right shall not be subject to any differential treatment or penalty and shall not be disadvantaged in their performance appraisals or promotion.
- Companies may carry out training and awareness-raising activities for their staff on the reasonable use of technological tools in order to avoid the risk of computer fatigue.
- They are considered good practices for better management of working time:
  - Schedule automatic responses during periods of absence, indicating the dates when you will be unavailable and designating the email or contact details of the persons to whom you have assigned tasks during your absence.
  - Use "delayed sending" to ensure that communications are made within the recipient's working hours.

CAPÍTULO XII

EQUALITY BETWEEN WOMEN AND MEN

The employers' and trade union organisations that have signed this Agreement share the need to promote real equality between women and men in employment. In order to achieve this objective, it is necessary to continue to make progress in measures that contribute to eliminating inequalities that occur in companies, as well as to go further in measures for the co-responsible reconciliation of personal, work and family life, which must be made compatible with the organisational and productive needs of companies. Collective bargaining is the appropriate sphere for making progress on legally established measures and adapting them to the realities of companies and workplaces and to those of workers. For this reason, collective agreements, within the scope of their competences, must:

- To make equality between women and men a cross-cutting issue in all the contents of the collective bargaining agreement.

- Update its content and language to bring it into line with current legislation, developing those matters that the different regulations refer to collective bargaining.
- Establish measures that favour the recruitment of women, especially in sectors, companies and occupations where they are under-represented, in order to contribute to real equality and reduce the gender gap.
- Promote the participation of women in training processes in companies, particularly in those professional groups in which they are under-represented, and disseminate the training offer through appropriate channels, as well as the use of inclusive language and images.
- Regulate criteria for promotion and advancement so that they do not lead to indirect discrimination, based on objective elements of qualification and ability, establishing positive action measures that contribute to overcoming the under-representation of women in certain groups or categories.
- Establish transparent remuneration criteria, including the definition and conditions of all bonuses and salary supplements; avoid the definition of supplements or bonuses with a marked gender bias; determine at company level jobs of equal value; and ensure effective compliance with the provisions of Royal Decree 902/2020, of 13 October, on equal pay for women and men, in order to close the pay gap.
- Incorporate internal flexibility measures that facilitate the co-responsible reconciliation of the personal, family and working life of employees.
- Ensure the necessary resources for the effective and efficient development of equality measures.
- To develop the terms of the exercise of the right to request an adaptation of working hours, specifying the principles and rules for the granting of such adaptations, their reversal and the deadlines for replying to requests, in order to make the right to reconcile family and working life effective.
- Within the framework of annual holiday planning, as set out in Article 38 of the Workers' Statute, to make progress on flexible alternatives that make the reconciliation needs of workers compatible with the organisational needs of companies.

CHAPTER XIII

DISABILITY

In the opinion of the signatory organisations, this is a good opportunity to take stock of the functioning and effectiveness of the regulations and public policies developed in this area and to promote, from the tripartite social dialogue, the changes and adaptations necessary for the future, changes that should strengthen the role that social dialogue and collective bargaining should play in the design and practical implementation of these measures.

Beyond future regulatory changes, collective bargaining must contribute to the establishment of an equitable framework for the development of working conditions for people with disabilities, promoting actions to eliminate the obstacles they encounter in their working lives and, where appropriate, including positive actions when unequal starting situations related to working conditions are found to exist.

To this end, it is proposed to develop the following measures in collective agreements:

- Overcome the isolated and partial inclusion of some clauses which, in many cases, are limited to reproducing issues of strict legal or regulatory compliance, favouring a cross-cutting treatment of disability, which allows for progress in equality and avoids discrimination in the workplace.
- To contribute to the mainstreaming of disability in the field of collective bargaining, achieving greater knowledge and awareness of the different agents involved in collective bargaining processes on the elements to be incorporated for the inclusion, non-discrimination and accessibility of people with disabilities in the workplace.
- Incorporate specific provisions in the collective bargaining agreement that include specific measures to contribute to effective equal opportunities for women and men with disabilities in the workplace.
- Include in collective agreements provisions that contribute to the effective implementation of issues such as job adaptations, reasonable accommodation, universal accessibility, equal opportunities in access to employment, training and career advancement, working conditions, adaptation and adjustment of working time due to disability, etc.
- In particular, collective bargaining should address the problem of acquired disability, with the aim of establishing measures

necessary to maintain employment: adaptation of the job; functional mobility processes to jobs adapted to the new situation, associated with training and re-qualification processes, etc.

- Establish mechanisms for monitoring and evaluating the clauses included in the agreements and their social impact, as well as corrective measures in the light of the results of this evaluation.

CHAPTER XIV

DIVERSITY. LGTBI

Employers' organisations and trade unions share the need to promote diversity in the workforce, taking advantage of the human, social and economic potential of this diversity.

To achieve this objective, collective agreements should:

- Promote heterogeneous workforces.
- Create inclusive and safe workspaces.
- Favour integration and non-discrimination of the LGTBI collective in the workplace through specific measures, in accordance with the provisions of article 15.1 of Law 4/2023, of 28 February, for the real and effective equality of trans people and for the guarantee of the rights of LGTBI people.
- Ensure that protocols on harassment and violence at work include the protection of LGTBI people in the workplace.

CHAPTER XV SEXUAL

AND GENDER-BASED VIOLENCE

The signatory employers' and trade union organisations share the need to promote the prevention of sexual violence and to address the serious problem of gender-based violence, as well as to guarantee the rights of its victims, and consider that collective bargaining action should be strengthened to:

- Promote working conditions that guarantee companies and workplaces as safe spaces free of sexual and gender-based violence and harassment, as well as the dignity of workers, avoiding conduct against sexual freedom and integrity at work.

- To establish specific procedures or action protocols for the prevention and reporting of sexual harassment and gender-based harassment, in line with the provisions of Article 48 of Organic Law 3/2007, of 22 March, for the effective equality of women and men, and Article 12 of Organic Law 10/2022, of 6 September, on the comprehensive guarantee of sexual freedom.
- Promote the incorporation in harassment protocols of "precautionary" measures to support victims, in order to guarantee their integrity and continuity in employment during the course of the complaint procedure. When foreseen in the harassment protocol or requested by the victim, the participation of the legal representation of workers or a delegation thereof shall be ensured. In all cases, the principles of confidentiality, speed, privacy and impartiality shall be preserved, protecting the victim and the persons involved in the procedure arising from the complaint.
- Promote the elaboration and dissemination of codes of good practice, the implementation of information campaigns, as well as awareness-raising and training for comprehensive protection against sexual violence (art. 12 of LO 10/2022, cited above).
- Facilitate the exercise of the rights recognised in the labour sphere for victims of gender-based violence by Organic Law 1/2004, of 28 December, on comprehensive protection measures against gender-based violence.

CAPÍTULO XVI

TECHNOLOGICAL, DIGITAL AND ECOLOGICAL TRANSITION

1. Technological and digital transition

The introduction of new technologies in work organisation is a basic strategic investment for the future of enterprises and for increasing their productivity and competitiveness.

The implementation of digital technologies brings clear benefits for both companies and workers in terms of new job opportunities, increased productivity, new ways of organising work, and improved quality of services and products, but at the same time brings challenges in terms of their impact on working conditions. In order to foster a fair, inclusive and win-win transition, it is essential that sectoral and company collective agreements incorporate measures to address these challenges, in line with the following

in the European Framework Agreement on Digitisation[1] and in this CCAA, adapting these measures to the realities of each sector, activity and company and anticipating their impacts on workplaces.

In development of this Framework Agreement, signed by the European social partners, the signatories of the V AENC consider that sector and company collective agreements should promote and encourage the digital transformation in the workplace within the framework of participatory processes and we believe it is appropriate that they establish specific procedures for prior information to the legal representation of workers, of business digitisation projects and their effects on employment, working conditions and the training and professional adaptation needs of the workforce, with a commitment to continuous training to improve the digital skills of workers to facilitate this transition in the company.

Likewise, collective bargaining will promote an equal opportunities policy to ensure that digital technology is beneficial for all workers, overcoming the age gap.

Likewise, positive action measures will be promoted to avoid the digital divide between women and men, particularly in advanced skills, guaranteeing the necessary training processes to adapt to changes in the workplace as a result of the company's digital transformations, in accordance with the criteria established by labour regulations.

Priority issues in relation to digitisation to be developed through collective bargaining include:

2. European Framework Agreement on digitisation

The signatory organisations of this agreement consider it a priority to adapt the European Framework Agreement on digitisation to each bargaining area, assuming the shared commitment of the European cross-sectoral social partners to face the common challenge of the digital transformation in the world of work.

In this alignment with their bargaining framework, collective agreements should:

- Encourage collaboration between companies, workers and their representatives to address issues such as skills, work organisation and working conditions.

1 https://ec.europa.eu/social/main.jsp?catId=521&langId=en&agreementId=5665

- Boost investment in digital skills and their upgrading.
- Promote a people-oriented approach, in particular on their training and empowerment, the modalities of connection and disconnection, the use of secure and transparent artificial intelligence systems, as well as the protection of the privacy and dignity of workers.

3. Artificial Intelligence (AI) and guaranteeing the principle of human control and the right to information about algorithms

AI will progressively have a significant impact on the world of work and, if not used correctly and transparently, could lead to biased or discriminatory decisions regarding labour relations.

In line with the European Framework Agreement on digitisation, the deployment of AI systems in companies should follow the principle of human control over AI and be safe and transparent. Companies shall provide workers' legal representatives with transparent and understandable information on AI-based processes in human resources procedures (recruitment, assessment, promotion and dismissal) and ensure that there is no bias or discrimination.

Within the scope of the Spanish tripartite social dialogue, it was agreed, in Royal Decree-Law 9/2021 of 11 May, amending the revised text of the Workers' Statute Law, approved by Royal Legislative Decree 2/2015 of 23 October, to guarantee the labour rights of persons engaged in delivery in the field of digital platforms, to incorporate a letter d) in Article 64.4 of the Workers' Statute regarding the right to information on the parameters, rules and instructions on which algorithms or artificial intelligence systems are based that affect decision-making that may affect working conditions, access to and maintenance of employment, including profiling.

Collective bargaining has a key role to play in establishing criteria to ensure the proper use of AI and on the development of the duty of regular reporting to workers' representation.

The deployment of AI systems in public administrations must also follow the principle of human control and be secure and transparent. Based on the above, the Confederations signatories of this Agreement urge the Government to provide the social partners, through the institutional participation bodies, with sufficient information to ensure digital and algorithmic transparency, especially of those formulas that configure the applications linked to labour relations and social protection.

4. Ecological transition

The green transition, energy decarbonisation and the circular economy, together with digitalisation, may alter production processes, affecting jobs, tasks and skills performed by workers. Indeed, new occupations may emerge at the same time as others disappear or are transformed.

These transitions, which are interrelated and mutually reinforcing, need to be addressed early and effectively through collective bargaining, in the framework of participatory processes with workers' representation, in order to raise awareness and identify solutions that can be adapted to the specificities of the different sectors and raise key issues.

Within this framework, it is essential to identify new qualification needs and improve skills, redesign jobs, organise transitions between jobs and improve work organisation. In order to achieve this objective, it is a priority to promote lines of training and information for workers to ensure their involvement in the adoption of measures required by climate change.

Likewise, in order to guarantee the reduction of emissions and the efficiency of the measures that may be applied, both for the benefit of companies and workers, sustainable mobility plans will be promoted, encouraging collective transport by geographical areas, industrial estates or areas with a high concentration of workers.

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