

**COLLECTIVE BARGAINING AGREEMENT OF “FUNDACIÓ
INSTITUT CATALÀ DE NANOCIÈNCIA I NANOTEKNOLOGIA”**

On behalf of the “*Fundació Institut Català de Nanociència i Nanotecnologia*” (hereinafter, the “Institution” or “ICN2”, with registered address in Cerdanyola del Vallés-08290, Edificio Q of the Bellaterra Campus of the Autonomous University of Barcelona and Spanish Tax Code [NIF] G-63277776:

Mr. Lluís Bellafont
Ms. Rocío Pérez

On behalf of the workers:

Mr. Marc Maymó
Ms. Rebeca Diéguez
Mr. Xavier Ros
Ms. Anna Puig

On 17th November 2014, the aforementioned individuals were chosen by the workers of ICN2 to represent them during the negotiation of these agreements.

In Cerdanyola del Vallés on 19th of March, 2015.

BETWEEN the aforementioned individuals in representation of ICN2 management and the workers thereof, respectively, thereby constituting **the negotiating committee** for the **corporate collective bargaining agreements** to govern the terms and conditions of employment for the workforce of the Institution affecting all workers thereof except those persons expressly excluded from its scope of application, who **DECLARE**:

- (i) Whereas, the corporate purpose of ICN2 consists of research into nanoscience and nanotechnology.
- (ii) Whereas, the Collective Bargaining Agreement to which ICN2 staff have been subject until now was the State Collective Bargaining Agreement for university education and research centres.
- (iii) Whereas, on 21st July 2012, the 13th State Collective Bargaining Agreement for university education and research centres was published in the Official State Gazette [BOE], Article 2 of which expressly excludes those foundations partly owned by regional government from its scope of application. Therefore, ICN2 has been excluded from the scope of application of said Collective Bargaining Agreement.
- (iv) Whereas, given that it is now impossible to apply said sectorial agreement, ICN2 has deemed it necessary to promote the negotiation of these agreements, which respect the rights granted to all ICN2 workers by both the regulations applicable

at the Institution itself and the particular terms and conditions established in their employment contracts.

Whereas, having reached a definitive agreement in the negotiations surrounding said **corporate collective bargaining agreements**, the parties meet to summarise the content thereof in a final text:

Therefore, the parties set forth the following **AGREEMENTS**:

ONE: Scope of Application

These agreements are of a corporate nature and shall affect all ICN2 workers, excluding external teaching and research staff not pertaining to the Institution in the exercise of their professional activity and students undergoing an internship through a partnership programme.

TWO: Term and Duration

These agreements shall come into force on 1st January 2015.

These agreements shall remain in force for a period of two years from the date on which they come into force. Therefore, they shall expire on 31st December 2016.

THREE: Extension

These agreements shall be automatically extended for successive periods of one year unless a request is made by either of the parties for the termination or revision thereof with at least three months' notice prior to the expiry date.

FOUR: Personal Guarantee

Any personal conditions that, generally-speaking or when calculated annually, may be considered more beneficial than those established in these agreements shall be respected on a strictly *ad personam* basis.

FIVE: Professional Groups

The professional organisation structure for ICN2 workers is based on a system of professional groups.

Workers shall be classified into professional groups and may be assigned to any of the duties that correspond to the group to which they may have been assigned, provided the worker in question has the academic training and skills necessary to perform said duties. Any change of duties within the same professional group shall not be considered as a substantial change to employment conditions nor employment mobility, and may be undertaken by ICN2 provided a need exists to do so.

Based on professional aptitude, knowledge (training and experience), initiative/autonomy, complexity, responsibility and authority, the following professional groups are hereby established.

Definition of the professional groups:

1. Research Staff Group

The duties assigned to research staff comprise the research, communication, evaluation and transfer of knowledge with a view to serving culture, quality of life and economic development.

Research staff may include, but are not limited to, the following categories:

- a) **Researcher:** These persons have a PhD and experience. Either alone or in collaboration with other researchers, they are ultimately responsible for undertaking research work and projects. They run these activities as lead researcher and are responsible for managing the necessary collaborating and ancillary staff.
- b) **Collaborating Researcher:** These persons have a PhD but do not fully or partially run or hold responsibility over the various research projects. They collaborate with the researchers on undertaking these projects.
- c) **Research Assistant:** These persons have a university degree and are starting a career in research. They collaborate with the researchers or collaborating researchers on research activities associated with the various projects.

2. Scientific and Technical Services Staff Group

The scientific and technical services staff provide scientific and technical support to the research staff, facilitate use by the researchers of specialised equipment during both routine tasks and highly-qualified services, as well as participate in the development, design and implementation of scientific and technical solutions tailored to meet specific targets set by the institute.

Scientific and technical services staff may include, but are not limited to, the following categories:

- a) **Head of Section:** These persons are responsible for the management and operation of each of the support and development divisions. They may take on the management of research engineers, specialist technicians and support technicians.
- b) **Research Engineer:** These persons have a PhD or are a qualified engineer and provide support in the research departments regarding the technical development of the scientific projects, either from within a research group or from within one of the support and development divisions.
This group equates to “Senior Ancillary/Laboratory Clerk” [*Oficial 1ª oficios auxiliares/laboratorios*] in the benchmark salary tables of the State Collective Bargaining Agreement for university education and research centres.

- c) **Specialist Technician:** These persons may have a PhD or a university degree and provide support in the research departments regarding the advanced use of specialised scientific equipment.

This group equates to “Senior Ancillary/Laboratory Clerk” [*Oficial 1ª oficios auxiliares/laboratorios*] in the benchmark salary tables of the State Collective Bargaining Agreement for university education and research centres.

- d) **Supporting Technician:** These persons may have a university or higher technical degree and provide support to the operation of the various divisions or scientific groups but hold less responsibility than a Specialist Technician.

This group equates to “Ancillary/Laboratory Clerk” [*Oficial 2ª oficios auxiliares/laboratorios*] in the benchmark salary tables of the State Collective Bargaining Agreement for university education and research centres.

3. Administration and Services Staff Group

Administration and services staff are responsible for technical, economic and administrative management, as well as support, advice and assistance in developing the purposes of the Institution, especially in the areas of human resources, administrative organisation, economic affairs, IT, archives, information and general services, as well as support to research and the transfer of technology and any other administrative management and support processes that may be deemed necessary for the Institution in meeting its targets.

The following sub-groups are defined:

- a) **Senior Head:** These persons are responsible for managing more than one section or service of the Institution (or only one when management of the centre deems the section or service in question to be sufficiently important).
- b) **Head of Section:** These persons are university graduates appointed by management to perform duties corresponding to a department director. They manage the work of one or more head(s) of department in the offices.
- c) **Head of Department:** These persons act as intermediaries within a department. They may take on the management of subordinate administrative employees while taking orders immediately from the head of section or senior head.
- d) **Senior Clerk:** These are expert professionals who, based on their vocational training and experience, perform those administrative duties of the greatest responsibility, and are able to coordinate and/or even take on the management of work carried out by other administrative employees.
- e) **Administrative Clerk:** These employees perform administrative duties, dispatch correspondence or process documents that require initiative or responsibility.
- f) **Administrative Assistant:** This category consists of employees over 18 years of age who perform administrative and bureaucratic duties under management from their immediate superior.

The Groups and categories defined in the sections above are not comprehensive, neither are all of them required if the volume of activity at the institution and its requirements do not demand them and they are not formally required by law. Other categories may exist, in accordance with current legislation. The possession of academic qualifications or diplomas does not automatically affect the professional classification of those who possess them.

SIX: Contracts

All forms of employment contract as defined by current employment legislation at any given time may be applied.

On the date these agreements are signed, said contracts include but are not limited to:

- Permanent employment contract
- Substitution contract
- Contracts for a specific project or service
- Temporary contracts due to production circumstances
- Work experience contract
- Training contract
- Part-time contract

Recruitment of Research Staff, Law 14/2011, of 1 June, on Science, Technology and Innovation.

- Pre-PhD contract
- Contract for access to the Spanish Science, Technology and Innovation System
- Distinguished researcher contract

SEVEN: Trial Period

Newly-hired staff shall be required to complete a trial period, unless otherwise agreed. Such trial periods may not exceed the limits established in the table below:

| Professional Group | Trial Period |
|---------------------------|---------------------|
| Researcher | 6 months |
| Collaborating Researcher | 4 months |
| Research Assistant | 4 months |
| Research Engineer | 4 months |
| Specialist Technician | 4 months |
| Supporting Technician | 4 months |
| Senior Head | 6 months |
| Head of Section | 6 months |
| Head of Department | 4 months |
| Senior Clerk | 4 months |
| Administrative Clerk | 4 months |

| | |
|--------------------------|----------|
| Administrative Assistant | 3 months |
|--------------------------|----------|

Anyone who has performed the same duties at the Institution beforehand, under any type of contract, shall not be required to complete a trial period.

During the trial period, both the worker and the Institution may freely terminate the employment contract at any time, without needing to provide notice and without entitlement to compensation.

The contract shall take full effect upon completion of the trial period if neither party chooses to terminate the same and the trial period shall be included in any calculation of time served by the worker at ICN2. Any temporary incapacity affecting the worker during the trial period shall interrupt the calculation thereof, provided that an agreement is reached between both parties.

EIGHT: Leave

Leave may be involuntary, special or voluntary.

Involuntary Leave: This shall entitle employees to keep their job and such leave shall be included when calculating time served at the company. It shall be granted following written communication to the Institution, under the following circumstances:

Following appointment or election to a public post that makes attending work impossible. Reincorporation must be requested within one month following departure from the post.

For the performance of trade union duties of a provincial or broader nature provided that the central trade union offices to which the worker belongs has sufficient legal representation under the scope of this agreement. Reincorporation must be requested within one month following departure from the post.

Special Leave: The period during which the worker remains in this situation shall be included when calculating time served at the company. The worker shall be entitled to attend professional training courses, participation in which must be organised by ICN2, especially upon reincorporation, and workers shall be entitled to keep their job during the first year. Following said period, the worker shall be entitled to a job in the same professional group or equivalent category. It shall be granted, following written communication to the Institution, under the following circumstances:

For a period no greater than three years to care for each child, whether conceived, adopted or via a process of either permanent or pre-adoptive fostering, including provisionally, to be counted from the date of birth or, as appropriate, the judicial or administrative ruling. Reincorporation must take place prior to the deadline granted.

For a period no greater than three years to care for a relative up to the second degree of kinship or affinity who, for reasons of age, accident, illness or disability, cannot look after themselves and undertakes no form of remunerated activity. Reincorporation must take place within one month following the disappearance of the grounds for which such leave was granted or prior to the deadline granted.

The leave defined in these sections, the duration period of which may be enjoyed on a fractional basis, constitutes an individual right of the workers. However, if two or more workers of the Institution claim this right on the same grounds, the Institution may limit the simultaneous exercise thereof on justified ICN2 operational grounds.

Voluntary Leave: Unless otherwise stated in the following sections, voluntary leave shall be granted for a minimum period of four months and a maximum period of five years. Voluntary leave entitles the worker to preferential rights regarding reincorporation into the Institution, to fill any vacant position of the same category as may arise, provided that a desire to reincorporate has been expressed in writing, three months prior to the conclusion of the leave. It shall be granted under the following circumstances:

Generally-speaking and on any grounds, any worker who has been with the company for at least one year is entitled to request voluntary leave. This right may only be exercised again by the same worker if a period of four years has passed since the conclusion of the previous period of leave. Reincorporation must be requested three months prior to the conclusion of the period of leave.

If the voluntary leave is granted to enjoy a scholarship, study trip or participation in ongoing training courses inherent to the worker's specialised field, the period of leave shall be included when calculating the time served at the company and they shall be automatically entitled to return to his/her post, which must take place within a maximum period of seven days.

All leave recipients who fail to request reincorporation within the indicated deadlines and who do not return to their post within the established deadlines shall be permanently removed from employment by the Institution.

NINE: Termination of the Contract

Those workers wishing to voluntarily cease providing their services to the Institution shall be required to notify the latter in writing, in accordance with the following notice periods:

| Professional Group | Notice Period |
|---------------------------|----------------------|
| Researcher | 1 month |
| Collaborating Researcher | 1 month |
| Research Assistant | 1 month |
| Research Engineer | 1 month |
| Specialist Technician | 1 month |
| Supporting Technician | 1 month |
| Senior Head | 1 month |
| Head of Section | 1 month |
| Head of Department | 1 month |
| Senior Clerk | 1 month |
| Administrative Clerk | 1 month |
| Administrative Assistant | 15 days |

Non-compliance by workers with the requirement to provide notice as above shall entitle ICN2 to deduct an amount from the final payment made thereto equal to one day's salary for each day that said notice is delayed.

Without prejudice to the above, the parties mutually agree that shorter notice periods than those defined above may be established.

If the Institution receives the notice in due time and form, it shall be required to pay the corresponding final payment to the worker upon conclusion of the employment relationship. Non-compliance with this requirement shall entitle workers to compensation equal to the amount of their salary for each day of delay in settling the final payment, up to a limit equal to the number of days' notice required.

In those cases where the employment contract is terminated by ICN2, the Institution shall be required to respect the legally established period of notice as set by the type of contract in question and the grounds on which the same has been terminated. The failure to provide notice shall require the Institution to settle the salary payments corresponding to said period.

TEN: Economic Conditions

The salary policy adopted by ICN2 shall aim to ensure the sustainability of the Institute and may consider general or individual salary increases based on the internal policies of the Institute.

The salary tables of the State Collective Bargaining Agreement for university education and research centres shall be used as a benchmark.

As from 1st January 2015, ICN2 shall pay no monthly bonus for three-year periods of services rendered. The amounts previously being paid for periods of services rendered at 31st December 2014, shall be converted into an individual bonus that shall be increased by the same percentage as the basic salary in the future.

ELEVEN: Working Hours

The number of full-time working hours for the entire duration of these agreements shall be 1,630 effective hours of work per year, discounting public holidays and holidays.

With the maximum degree of respect for staff convenience and always respecting the maximum working day, the working hours of all staff shall be subordinate to the needs of the Institution. Consequently, they may be revised and adapted to suit the development of any research programme or other activity being undertaken by the institution, even if such tasks require commitments to be made outside of the work centres, either within Spain or overseas.

The working week shall run from Monday to Friday.

The maximum number of working hours in a single day may not exceed nine, while always respecting the rest period between working days as established by current legislation.

All staff shall be entitled to enjoy a paid break of 15 minutes during their working day.

When the type of activity so requires and at the discretion of the institution, a proposal may be made to certain staff for them to undertake their work from home or other location freely chosen by them. In any event, such circumstances shall require a mutual agreement to be reached in writing between the institution and the employee regarding the type of work to be undertaken, the maximum duration thereof, the levels of control and oversight that may be necessary, and a willingness to appear at the offices of the centre as many times as may be required during the course of the work entrusted to said employee.

On an annual basis, the Institution shall draw up a calendar to distribute the annual working hours while respecting both the inter-week breaks and the number of hours that must exist between the start and end of the working day as generally established by current legislation.

It shall be possible to draw up an employment calendar with an irregular distribution of the working hours over the course of the year, which shall be required to respect the minimum daily and weekly rest periods as provided for in these agreements and the Workers' Statute. Such irregular distribution of working hours may amount to up to 15% of the annual working days, and workers must be notified thereof with due notice.

TWELVE: **Holidays**

Holidays shall consist of 28 paid working days per year, preferably distributed as follows:

- 22 working days
- two working days to be enjoyed at Easter
- the remaining four working days to be enjoyed at Christmas

An additional three days shall be available and may be chosen freely following notification to and authorisation from the managers at the Institution.

If a situation of temporary incapacity stemming from pregnancy, birth or breastfeeding arises during a holiday period or with the period of employment contract suspension provided for in Article 48.4 and 48.bis of the Workers' Statute, the employee shall be entitled to enjoy said holidays at a time other than that relating to the temporary incapacity or the enjoyment of leave granted under application of said provisions upon conclusion of the period of suspension, even though the corresponding calendar year may have come to an end.

If the holiday period coincides with a period of temporary incapacity due to contingencies other than those indicated in the previous paragraph, meaning the worker is unable to enjoy the same either in full or in part during the corresponding calendar year, the worker shall be entitled to do so upon conclusion of said incapacity and

provided that no more than 18 months have passed from the end of the year in which the original entitlement arose.

THIRTEEN: Public Holidays

The public holidays to be enjoyed by staff shall be those national public holidays set by the official calendar of public holidays and those local holidays determined by said calendar.

All public holidays shall be paid and may not be accrued.

The enjoyment of any other public holiday not included in Section 1 of this agreement shall be expressly subject to an agreement between management and the staff representatives regarding the enjoyment of the additional public holiday. No other public holiday may be enjoyed without such an agreement having been reached.

If a public holiday falls on a non-working day for the ICN2 calendar (Saturday or holidays), workers shall not be entitled to receive separate payment for said public holiday or a reduction to the usual working hours in the corresponding week. Furthermore, when a public holiday falls on any other normally working day of the week, the remuneration for said public holiday shall equate to the number of ordinary hours that said working day would have contained had it been a working day.

FOURTEEN: Leave of Absence

When providing sufficient notice and appropriate justification, those workers governed by the scope of these agreements may take a paid leave of absence from work for any of the reasons and for the periods detailed below.

- a) 15 calendar days for marriage.
- b) three calendar days for the birth of a child, accident, serious illness, hospital admission or death of a relative up to the second degree of kinship or affinity. When workers are required to travel a distance of over 200 kilometres for one of these reasons (the one-way distance being calculated from their home), a period of five days shall be granted. In the event of a hospital admission, this leave of absence shall conclude early if the relative is discharged.
- c) two calendar days for surgery without hospital admission requiring rest at home for relatives up to the second degree of kinship or affinity. This leave of absence shall conclude early if the relative is given medical clearance.
- d) one calendar day for moving home (primary residence).
- e) one calendar day for the wedding of a relative up to the second degree of kinship or affinity, which must be enjoyed on the same day as the wedding ceremony in question.

- f) For the essential time required to fulfil a public or personal duty. When a specific period is defined in legislation, the duration of the leave of absence and economic compensation shall be that defined in said legislation.
- g) To perform trade union or staff representation duties under the legally or conventionally established terms.
- h) For the essential time required to complete official exams, requiring prior justification before formalising the enrolment and subsequent justification of attendance to the exam.
- i) For the essential time required to undertake ante-natal examinations and ante-natal classes that must take place during the working day, following notification and justification.
- j) Those workers with at least one year of service at the Institution shall be entitled to a paid leave of absence of 20 hours per year for training associated with their job, which may be accumulated over a period of up to three years.

For the enjoyment of this leave of absence, the worker shall be required to request the same with at least one month's notice and the concession thereof by the institution must be given in writing. In addition, leaves of absence may be granted for the completion of courses, research projects, doctoral theses, conferences, scientific meetings, etc. Furthermore, in order for such leaves of absence to be paid, the concession thereof as such must be given in writing. In such cases, the costs of enrolment, travel and accommodation may be paid for by the Institution.

For merely organisational reasons, the worker shall attempt to notify the Institution one week in advance of enjoying a leave of absence.

Any situation not included in this article shall be subject to Article 37 of the Workers' Statute, with the specific conditions as provided for in these agreements.

The same rights are recognised for *de facto* couples who accredit their situation in accordance with the regulations contained in Law 25/2010, of 29 July, of Book Two of the Civil Code of Catalonia regarding individuals and families.

FIFTEEN: Temporary Incapacity, Maternity and Paternity, Breastfeeding, Legal Guardianship and Care of Relatives.

All these issues shall be governed by current legislation, without prejudice to that stated below.

In cases of temporary incapacity, those persons affected by this agreement shall be governed by the regulations of the Regional Government of Catalonia for employees rendering services to the public administration services, with the guarantees provided in said legislation.

SIXTEEN: Substantial Amendment to Employment Conditions

Current legislation shall be applied in this regard, without prejudice to that stated below.

Pursuant to Article 41 of the Workers' Statute, management of the Institution shall be entitled to substantially amend the employment conditions on proven economic, technical, organisation or production grounds. Among others, the following shall be considered as substantial amendments to employment conditions:

- a) Working hours
- b) Timetables and distribution of working hours
- c) Shift work regime
- d) Remuneration system and salary amount
- e) Work and performance system
- f) Duties, when they exceed the limits on functional mobility governed by Article 39 of the Workers' Statute

It shall be understood that economic grounds exist when the financial statement of the Institution shows a negative economic balance, in such cases as current or forecast losses, or a persistent reduction in revenue or sales. In any event, a persistent reduction shall be understood as a reduction taking place over the course of two consecutive quarters.

It shall be understood that technical grounds exist when changes occur, among others, to the scope of the production resources or instruments. It shall be understood that organisational grounds exist when changes occur, among others, to the scope of the work systems and methods of the staff or in the manner in which production is organised. It shall be understood that production grounds exist when changes occur, among others, to the demand for the products or services that ICN2 intends to bring to the market.

The decision to undertake substantial changes to employment conditions of an individual nature must be communicated to the worker affected with at least 15 days' notice prior to the date of effective application.

If the worker in question is adversely affected by the substantial amendment, he/she shall be entitled to rescind his/her contract and receive compensation equal to 20 days salary per year of service, with periods of less than one year and up to nine months calculated on a *pro rata* basis. Without prejudice to the effective application of the amendment following the aforementioned application deadline, any worker who does not opt to rescind his/her contract but disagrees with the corporate decision may contest the same in the labour courts.

The decision to undertake substantial changes to employment conditions of a collective nature must be preceded by a period of consultation of no longer than 15 days with the workers' representatives appointed thereby to represent them, in accordance with Article 41 of the Workers' Statute, during which time the reasons for the corporate decision and the possibility of avoiding or reducing its effects shall be discussed, as well as the measures necessary to ease its consequences on the workers affected.

SEVENTEEN: Health and Safety

ICN2 policy shall be aimed at protecting the health and safety of employees.

Considering safety in the workplace and the protection of health as values in themselves, the management and all employees of ICN2 shall have a duty to be involved in the application and compliance with the policy and rules on health and safety in the workplace as contained in the Workers' Statute and Law 31/1995, of 8th November, on Occupational Risk Prevention, and their implementing regulations.

The worker is entitled to effective protection in terms of health and safety in the workplace, and has the corresponding duty to observe and implement those risk prevention measures that may be adopted in compliance with the law and other regulations.

ICN2 must promote, formulate and implement a suitable employment health policy, as well as provide information on the risks present in the workplace, facilitate participation by workers in said policy and guarantee practical and appropriate training on these issues for all hired workers, or when workers switch jobs within the company or are required to apply new techniques or use equipment or materials that may generate risks for the worker him/herself, the colleagues thereof or third parties.

The regular monitoring of worker health that the Institution is required to undertake may only take place when the worker provides consent, except for those exceptions defined by current legislation. As provided for therein, access to medical information shall be limited to the medical staff and the healthcare authorities that undertake the workforce health monitoring.

All persons affected by these agreements shall be entitled to an annual basic medical check-up, which the Institution must provide free of charge to the workers and shall be received on a voluntary basis.

EIGHTEEN: Civil Liability and Accident Insurance

Civil Liability: ICN2 undertakes to contract insurance policies for all its workers guaranteeing the civil liability that insured parties may incur during the course of their professional activity, including criminal bail and defence and excluding risks that may be insured by motor vehicle insurance and any other non-material damages that are not a direct consequence of the material and/or physical damages guaranteed under this policy. The maximum compensation amount per accident shall be 36,060 euros.

Accidents: ICN2 undertakes to contract accident insurance policies for all its workers that shall cover medical care, surgery and medicines in the case of an accident, whatever the cause thereof, both during the exercise of their profession and in their private life, anywhere in the world, during the course of any type of activity, using any means of transport and without exclusion. The insured capital in the event of death shall be 18,030 euros. In the event of permanent disability to the degree of absolute or serious disability, this amount shall be 36,060 euros.

NINETEEN: Disciplinary Regime

ICN2 shall be entitled to impose penalties under the terms stipulated in this agreement.

Three types of offence are established for staff of the Institution: minor, serious and very serious.

The following are minor offences:

- a) Three counts of unjustified lateness in the workplace within a period of 30 days
- b) One count of unjustified absence from work within a period of 30 days
- c) The unjustified abandonment of a post on up to two occasions within a period of 30 days
- d) Failing to process temporary incapacity leave within a period of two days, unless it is clearly obvious that doing so is impossible
- e) Failing to communicate a change of address within one month

The following are serious offences:

- a) More than three and less than ten counts of unjustified lateness within a period of 30 days
- b) More than one and less than four counts of unjustified absence from work within a period of 30 days
- c) Public discussions with work colleagues about the Institution or people related thereto
- d) Failure to comply with orders received when the same do not jeopardise the installations or staff
- e) The repetition of a minor offence within a period of 60 days

The following are very serious offences:

- a) More than nine counts of unjustified lateness within a period of 30 days
- b) More than three counts of unjustified absence from work within a period of 30 days
- c) The unjustified and repeated abandonment of a post
- d) Serious lack of respect or bullying, verbal or otherwise, of any worker of the Institution or person related thereto
- e) Wilful and repeated failure to meet normal or agreed work performance standards
- f) Failure to follow orders when such action jeopardises the installations or staff
- g) A repeat of a serious offence within the six months following the first offence
- h) Any sexual abuse or attempted sexual abuse against especially vulnerable people due to their personal or employment situation
- i) Any breach of the professional confidentiality obligation and the duty to maintain confidentiality regarding the characteristics and particular features of operations and business at the Institution, revealing commercial or confidential secrets regarding its activities, providing information on inventions, campaigns, operations, research, commercial plans, clients, suppliers, personal data, prices, costs, know-how, strategies, programmes, processes, practices, etc., as well as confidential information protected by intellectual and industrial property rights.

Any minor offences, serious offences and very serious offences committed by workers shall lapse at 10, 15 and 50 days, respectively, from the date on which the Institution became aware thereof and, in any event, six months from having been committed.

The penalties shall be as follows:

For minor offences: A verbal warning; and a written warning in the case of repeated offences.

For serious offences: A written warning. In the event of repeated offences, suspension from employment and salary for 5 to 15 days, with a record made in the personal employment file.

For very serious offences: Final warning of dismissal. Suspension from employment and salary for 16 to 30 days. Dismissal.

The threat may be accompanied by suspension from employment and salary.

The penalties stemming from serious and very serious offences must be communicated in writing to the worker, with a record of the date and corresponding grounds for the penalty. In the event of a penalty for very serious offences, a hearing may be held with the worker in question.

Any penalty that may be imposed for employment-related offences shall not represent any restriction on passing the case on to the courts when the offence committed may possibly constitute a crime.

Management may reduce the penalties for minor, serious and very serious offences in accordance with current legislation, in consideration of the circumstances surrounding the events and the previous conduct of the worker.

Not committing a minor offence during the course of six months or a serious offence during the course of one year shall result in the cancellation of any similar offences that may have been recorded in the personnel file of a worker.

TWENTY: Equality and Non-discrimination Policy

Both the representation of ICN2 and the representation of the workers express a firm commitment to the establishment and development of policies that promote equal treatment and opportunities between men and women, with no direct or indirect discrimination on grounds of gender, civil status, age, race, nationality, faith, affiliation or not to a trade union, etc., as well as the promotion and encouragement of measures to achieve real equality within the Institute by establishing equal opportunities as a strategic principle of our Corporate and Human Resources Policy, in accordance with the definition of said principle as stated by Constitutional Law 3/2007, of 22nd March, on effective equality between men and women, in each field where ICN2 operates, from recruitment to promotion and including wage policy, training, work and employment conditions, health in the workplace and the organisation of working hours.

TWENTY-ONE: Regulatory Amendments

Any legal amendment that may take place during the term of these agreements regarding the types of contract available shall be understood to automatically affect what is governed herein.

Furthermore, if amendments are made to the legislation governing issues contained herein during the term of these agreements, the latter shall be adapted to the new *status quo*.

TWENTY-TWO: Secondary Legislation

Anything not expressly governed by these agreements shall be governed by current general and labour legislation, in particular: Royal Legislative Decree 1/1995, of 24th March, approving the consolidated text of the Workers' Statute; Law 31/1995, of 8th November, on Occupational Risk Prevention; and Royal Legislative Decree 1/1994, of 20th June, approving the Consolidated Text of the General Social Security Act.

In witness whereof, this document is signed in quadruplicate and in four copies in the city and on the date indicated above.

The content of these agreements has been ratified by the assembly of workers via a referendum held between 11th and 17th March 2015.