



Miss/Mrs/ Mr.....
.....

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

Signature:


In on the of 20....

In accordance with the provisions established by Law 3/2018 of Personal Data Protection, we inform the requestor that personal data supplied will be incorporated to the Trade Union´s database, authorising the Union to use them for the development and enforcement of trade union purposes, and to communicate or transfer these data, if necessary, to the Federación de Sindicatos Independientes de Enseñanza (FSIE), or the Unions from its same region. We also inform the requestor about their right to oppose, access, rectify and cancel the use of their personal data, according to the provisions established by Law, by given written notification to the Union they are joining.








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NON-ACTIVE STATUS

Assignment of non-active status (art. 50)

It will entitle job position being held as well as the calculation of seniority in the company during its term, and shall be granted upon written notice in the following cases:

- Appointment or election to a public office that precludes attendance at work.
- Due to illness, once the initial term of 18 months´ temporary incapacity has elapsed .
- For the exercise of union functions, at a provincial or higher level, provided that the Trade Union Federation has sufficient legal representation.
- A year´s leave for those teachers who wish to dedicate time to their professional development after 10 years of consecutive professional service in the same School.
- The duration of an employee´s pregnancy.
- Any other legally established grounds.

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

Parental leave (art. 51)

A period not exceeding 3 years, counted for seniority purposes in the company, to take care of each child born or adopted or in cases of guardianship for purposes of adoption or permanent fostering, as from the date of birth or the date of the judicial or administrative ruling.

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

During the first year, the employee will be entitled to have their job held. After that and until the end of the period of leave, the job being held will be in the same professional group or an equivalent post.

Leave for looking after a family member (art. 52)

period of leave not exceeding 2 years to attend to the care of a relative, up to the second degree of kinship or affinity. The worker is entitled to have their job held and it counts for seniority purposes.

Voluntary leave of absence (art. 53)

The employee, with t least 1 year of service in the School, must request it in writing al least 15 days in advance. **It will be granted for a minimum of 4 months and a maximum of 5 years.** The same employee may exerceise this right agin if 4 years have elapsed since last voluntary leave.

Employees only retain a preferential right to return to the workplace to fill vacancies of the same or similar category, provided writing notice of their wish to return before the leave expires. If not done, their employment at School will be terminated.

The holding of the post and its duration may be agreed by **mutual settlement between the parties.**

Leave of absence for victims of gender violence (art. 54)

With a duration between **3 and 12 months** and the right to have their post held.

It will be necessary to document the condition with the corresponding court order or administrative decision, and the confidentiality of the situation must be ensured.

RETIREMENT (art.55)

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

Mandatory Retirement (art. 56)

When the worker reaches the legal retirement age set in the SS, the employment contract will be terminated, provided the company carries out any of the following policies:

- Hiring a new worker for each contract terminated for this reason.
- Conversion of a temporary contract into a permanent one for each one terminated for this reason.
- Extend to full-time working hours contracts of employees working part-time, to at least 50%.

Accumulation of working hours in partial retirement (art. 57)

Workers who meet the legal requirements may access to partial retirement by prior agreement with the employer and **may accumulate, in one or more concentrated periods, the remaining time of work until reaching full retirement** without prejudice to their social and economic rights.

SUSPENSION OF THE CONTRACT DUE TO MATERNITY, ADOPTION, GUARDIANSHIP FOR THE PURPOSES OF ADOPTION AND FOSTERING (art.44)

The birth, which includes the delivery and care of a minor under 12 months, will entail suspensión of both parents employment contract for **16 weeks each.**

• The **consecutive 6 weeks immediately after the birth** will be statutory and must be enjoyed full time.

• **The rest weeks may be distributed at parents´ will**, in weekly periods to be enjoyed on a continuous or non-continuous basis, until the child is 12 months old. They may be enjoyed full or part-time prior agreement between the company and worker.

• In the event of the death of the child, the period of suspension will not be reduced.

• **In the case of premature birth or that in which the newborn must remain hospitalised**, the period of suspension may be counted, at the request of any parent, **from the date of hospital discharge.**

• In cases of premature births where the newborn is underweight or in others when requires hospitalization after delivery, for a period exceeding 7 days, the suspension period will be extended by as many days as the baby is kept in hospital, up to a maximum of 13 additional weeks, in accordance with terms set forth in the regulations.

• **This right is individual to the worker and may not be transferred to the other parent.**

• **In the event of disability of the child** at birth, on adoption, or in guardianship, the suspension of the contract to which it refers will have an **additional duration of 2 weeks**, one for each of the parents.

• The **biological mother may bring forward this facility up to 4 weeks** before the foreseeable date of delivery.

• **In cases of adoption, guardianship for the purposes of adoption and fostering, in accordance with article 45.1.d) of the Workers´ Statute**, the suspension will last and have the same conditions for each adopter, guardian or foster parent.

• In cases of international adoption, when the previous displacement of the parents to the country of origin of the adoptee is necessary, the period of suspension foreseen for each case may begin up to 4 weeks before the Adoption Order is made.

PARENTAL LEAVE FOR THE CARE OF A NURSING BABY (art. 47)

In the event of the birth of a child, adoption, foster care or adoption, **workers shall be entitled to 1 hour´s leave per day from work, which may be divided into two periods, to breastfeed/nurse the child until the infant reaches the age of 9 months.** The duration shall be increased proportionally in cases of multiple cases.

This may be replaced by a half-hour reduction in working hours or accrue these hours into full days to be taken consecutively, immediately after the end of the maternity leave or suspension due to adoption or guardianship for the purposes of adoption and fostering. **Such accrual, will amount to a paid leave of 20 calendar days.**

This leave constitutes an individual worker´s right and may not be transferred to the other parent. **If both parents exercise this right at the same time it may be extended until the infant is 12 months old, with proportional reduction in salary from the ninth month.**

The time specification and the period correspond to the employee who must give the employer 15 days´ notice of star and end dates of the nursing period.

TEMPORARY INCAPACITY (art.43)

During the first 3 months, the employee will be paid the necessary supplement to reach 100 % of their regulatory base amount.

If it is due to worl-related accident, **that supplement will be paid for 1 additional month for every 3 years of seniority n the company.**

EMPLOYEE FRINGE BENEFITS

Free schooling (art.82)

The children of the staff who provide their services on a full-time basis, will be entitled to a free place in regulated education taught at the School where the employee renders their service, the students in this situation don´t exceed 20% of the total students enrolled in the corresponding year group.

Those of employees in non-active status, except those in title 1) of Article 50, and orphans, have the right to apply for and obtain a free place. If this right cannot be exercised, the employee may appeal to the Joint Collective Agreement Committee.

School meals and transport (art.83)

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

