

COLLECTIVE AGREEMENT INDEX

CHAPTER I: GENERAL DISPOSITIONS AND SCOPE.

ART.1.- PREEMINENCE OF THE AGREEMENT ON DEFENSE COOPERATION SIGNED IN 1989 BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA.....	5
ART.2.- PERSONAL RANGE.....	5
ART.3.- TERRITORIAL SCOPE.....	5
ART.4.- ENTRY INTO FORCE AND DURATION.....	5
ART.5.- COMPENSATION & ABSORPTION CLAUSE.....	6
ART.6.- JOINT COMMITTEE FOR THE INTERPRETATION OBSERVANCE AND STUDY OF THE AGREEMENT (CIVEPLL).....	6

CHAPTER II: JOBS, ADMISSION AND HIRING.

ART.7.- JOBS.....	7
ART.8.- PERSONNEL AFFECTED BY RIF.....	7
ART.9.- READMISSION.....	8
ART.10.- PROMOTIONS.....	8
ART.11.- REASSIGNMENTS.....	10
ART.12.- CONTRACTS.....	10
ART.13.- TRIAL PERIOD.....	11

CHAPTER III: PROFESSIONAL CLASSIFICATION AND OPERATIVE MOBILITY

ART.14.- CLASSIFICATION.....	11
ART.15.- OPERATIVE MOBILITY.....	12
ART.16.- LOSS OF PROFESSIONAL CAPACITY.....	13

CHAPTER IV: TRAINING AND PROFESSIONAL IMPROVEMENT.

ART.17.- TRAINING.....	14
--	----

CHAPTER V: WORKING HOURS AND WORKING SCHEDULE.

ART.18.- LABOR WORKING HOURS.....	14
ART.19.- OVERTIME HOURS.....	15
ART.20.- WORK ON HOLIDAYS.....	15
ART.21.- REAKS DURING THE WORK DAY.....	15

CHAPTER VI: LEAVE.

ART.22.- LEAVE.....	15
ART.23.- TEACHERS' LEAVE.....	19

CHAPTER VII: SALARY.

ART.24 - SALARY STRUCTURE.....	20
ART.25 - EXTRA SPECIAL PAYMENT.....	20
ART.26 - PAYMENT PROCEDURE.....	20
ART.27 - SALARY DOCUMENTS.....	20
ART.28 - REVISION CLAUSE.....	20

CHAPTER VIII: SUSPENSION OF THE WORK CONTRACT.

ART.29 - EXTENDED LEAVE WITHOUT PAY.....	21
--	----

CHAPTER IX: RESTRUCTURE OF ESTABLISHMENTS.

ART.30 - REDUCTION IN FORCE.....	23
--	----

CHAPTER X: DISCIPLINARY ACTIONS.

ART.31 - DISCIPLINARY PROCEDURE.....	23
ART.32 - MISCONDUCT.....	23
ART.33 - PENALTIES.....	25
ART.34 - PROCEDURES.....	26
ART.35 - CANCELLATION OF OFFENSES.....	28
ART.36 - STATUTE OF LIMITATION FOR OFFENSES.....	29
ART.37 - COMPLAINTS.....	29

CHAPTER XI: LABOR RISK PREVENTION.

ART.38 - GENERAL DISPOSITIONS	29
ART.39 - SAFETY AND HEALTH POLICY AT WORK.....	30
ART.40 - PERSONAL PROTECTION EQUIPMENT.....	30
ART.41 - PREVENTION DELEGATES AND SAFETY AND HEALTH COMMITTEES	31
ART.42 - PREVENTION SERVICE.....	31

CHAPTER XII: RETIREMENT AND VOLUNTARY IMPROVEMENTS.

ART.43 - INDEMNITY FOR RETIREMENT.....	31
ART.44 - INCENTIVE EARLY OUT	32
ART.45 - SPECIAL RETIREMENT AT 64 YEARS OF AGE.....	32

CHAPTER XIII: ASSISTANCE AND SOCIAL ACTION.

ART.46 - BONUS FOR HANDICAPPED CHILDREN.....	32
ART.47 - ADVANCE PAYMENT.....	32

CHAPTER XIV: INDEMNITIES FOR REASON OF THE SERVICE

ART.48 .- HOME TO WORK TRANSPORTATION.....	33
ART.49 .- ALLOWANCES.....	33
ART.50 .- KILOMETER ALLOWANCE.....	35
ART.51 .- MEANS OF TRANSPORTATION.....	36

CHAPTER XV: COLLECTIVE REPRESENTATION.

ART.52 .- REPRESENTATIVE PART.....	36
ART.53 .- ELECTION.....	36
ART.54 .- COMPOSITION.....	36
ART.55 .- FUNCTIONS AND RESPONSIBILITIES.....	37
ART.56 .- RIGHTS.....	38
ART.57 .- UNIONS FEES.....	40
ART.58 .- MEETING RIGHTS.....	40

ANNEX

ANNEX I: PROFESSIONAL GROUPS AND LABOR CATEGORIES.

ANNEX II:

CHAPTER I: GENERAL DISPOSITIONS AND SCOPE.

ART. 1.- PREEMINENCE OF THE AGREEMENT ON DEFENSE COOPERATION SIGNED IN 1989 BETWEEN THE KINGDOM OF SPAIN AND THE UNITED STATES OF AMERICA.

Collective bargaining and this Collective Labor Agreement (CLA) are under the scope of the current Agreement on Defense Cooperation between the Kingdom of Spain and the United States of America, without prejudice of the applicability of the Spanish mandatory labor law.

Civil service regulations and agreements between the Spanish Public Administration and their personnel will apply to Local Labor Personnel, only by decision adopted between the Local Labor Personnel representatives and the Ministry of Defense, previous agreement between this and the U.S. Forces.

ART. 2.- PERSONAL RANGE.

This Agreement applies to all Local Labor Personnel (LLP) rendering services to the U.S. Forces in the Rota Naval base and in the Moron Air Base, as defined by the Agreement on Defense Cooperation, Annex 8, article 1.3.

ART. 3.- TERRITORIAL SCOPE.

This Agreement will apply within the Andalucía territory.

ART. 4.- ENTRY INTO FORCE AND DURATION.

This Agreement will enter in force the day after its publication in the Official Andalucía Government Bulletin and will have two years duration from the date it was signed. Nevertheless, it will be automatically extended on annual basis as long as it is not denounced by either party.

The denouncement of this Agreement should be done, by either of the parties, in writing and two months in advance to its expiration date. The Ministry of Defense can only denounce this Agreement upon agreement with the U.S. Forces. However, to avoid any legal gap, it will continue in effect until replaced by a new agreement.

ART. 5.- COMPENSATION AND ABSORPTION CLAUSE.

The labor conditions established by this Agreement will prevail over any different condition already existing. However, any previous agreement or commitment between both parties will be maintained.

ART. 6.- JOINT COMMITTEE FOR THE INTERPRETATION, OBSERVANCE AND STUDY OF THE AGREEMENT (CIVEPLL).

1. Simultaneously with the publication of this Agreement, a Joint Committee, denominated CIVEPLL, will be established. The CIVEPLL will include fourteen members, seven members appointed by the Ministry of Defense and seven members appointed by the Unions; four from CC.OO; two from the SIPLL; and one from CSI-CSIF. The U.S. Forces will appoint three non-voting representatives who will attend all and every meeting of the CIVEPLL.

2. This Joint Committee will interpret, study and control the fulfillment of this agreement, as well as any

other function specifically assigned by this agreement.

3. The Joint Committee will necessarily meet, in an ordinary session, once every six months, and in an extraordinary session upon request of either of the two parties. In which case, the request for a meeting will be given fifteen days in advance and will include the agenda item for the meeting.

4. Any agreements of the Joint Committee will be adopted by simple majority, and shall be binding by both parties, and shall be publicized as needed. When the Joint Committee concurs that an agreed-to item should be of general knowledge, it will request publication in the Ministry of Defense Official Bulletin.

5. Decision adopted by the Spanish Military Administration at the CIVEPLL will require a previous agreement between the Ministry of Defense and the U.S. Forces.

CHAPTER II: JOBS, ADMISSION AND HIRING.

ART. 7.- JOBS.

The following priorities will be followed in the filling of vacancies for permanent employees, except those vacancies caused by employees with return rights to their positions,: personnel affected by a reduction in force action, readmission, promotion, personnel who have lost their professional capacity as provided by article 16 of this agreement, reassignment and part timers, including intermittent, and employees under a temporary appointment, in the way and order established in the following articles.

ART. 8.- PERSONNEL AFFECTED BY REDUCTION IN FORCE.

a. A person who occupies a position identified to be affected by reduction in force, already initiated by the U.S. Forces, will have the preference established by the above article, to fill any vacancy existing the Establishment for what he/she is fully qualified, competing in seniority among themselves, assuming the proper working conditions of the position obtained. The Workers' Committee will be informed of the initiation and result of this reassignment process. In case the position accepted by the employee is of lower labor category and/or level, he/she will be entitled to receive the indemnity to which he or she would be entitled upon the termination of the labor relation if it had been effected. Employee will maintain the years of service (longevity) to all effects except for the purpose of any new severance pay as established by article 43 of this Collective Labor Agreement.

b. A person affected by a reduction in force action and who has chosen to enter his/her name in a reemployment priority list as Local Labor Personnel, will have the same preference to fill a vacancy of the same and/or lower category and/or level if the person so requests it, as long as the applicant is fully qualified.

An employee rehired by the U.S. Forces as a result of this right will be credited all uninterrupted periods worked with the U.S. Forces to the exclusive effect of establishing the seniority bonus.

ART. 9.- READMISSION.

Employees coming back from a voluntary extended leave without pay with readmission rights will occupy,

in their former Establishment, the vacancy existing at their same former category and level or, upon request, a vacancy existing at a lower category and level, as long as they are qualified for the position, with the rights and duties corresponding to it. In such a case they will have to notify COMNAVACT through the Human Resources Office twenty days in advance to the date of termination of the leave without pay period of their intention to return to work.

ARTICLE 10. PROMOTIONS.

1. Vacancies to be filled by promotion will be done by either of the following systems: merit promotion program or competitive examination. The system to be used from among the above mentioned will be at the U.S. Forces discretion. Permanent employees with a lower labor category and/or level, and who meet the conditions determined by the vacancy announcement, and have filed application to be considered for the promotion, will be eligible for promotion.

2. The announcement shall be done by the U.S. Forces and shall be posted on the HRO Bulletin Board, with the following minimum contents:

- Number of vacant positions, professional group, labor category and level.
- Monthly salary.
- Minimum requirement to apply for the position.
- Selection system: merit promotion or competitive examination.
- Qualifications which will be considered, as well as scoring of test if the system chosen is competitive examination.
- Required test and program, in accordance with the position to be filled.
- Admission period for applications.

3. The promotion procedure will be determined by a board composed of three or five members, one of them appointed by the Establishment Committee, and the rest of them appointed by the U.S. Forces. The Establishment Committee must provide the Human Resources Office, the name of the Establishment Committee's representative within three days upon requested. Failure to do so will result in their exclusion from the board.

4. Seven working days upon completion of the admission period for applications, HRO will post on its board the listing of applicants admitted and not admitted to the promotion program. Non admitted applicants may file a claim within the following three days. HRO will respond the claim in a period of four working days, after which all admitted applications will be forwarded to the board. Employee may appeal against HRO resolution before COMNAVACT, within the five days following its notification.

5. The board will:

- Schedule any required test or interview with applicants and board meetings.
- Score the test and apply the merit chart in the case of competitive examination.
- Determine, according to the above, the selection for promotion from the two highest rated applicants, when there is just one position. One additional applicant will be added for each additional vacant position. Selection from the number of highest rated applicants established above will be justified.
- Make any other decisions or take whatever other actions may arise from the announcement.

6. The selection will be notified by the board to HRO, and it will be posted at the HRO's bulletin board the following day. Non selected candidates may appeal within the following three days. A copy of the appeal will be forwarded to any affected employees so that they may make allegations within five working days. The Commander U.S. Naval Activities will issue a final resolution. The promotion will not be suspended

by the appeal, and will be effected by HRO once notified by the board.

7. Positions filled at the Managerial Positions level will be filled by the U.S. Forces at its discretion, without going through any board.

8. Vacancies resulting from a promotion process will not necessarily be filled through another promotion process. In these cases the U.S. Forces, maintaining the preferences established by articles 8 and 9 above, may choose another system to fill the vacant position, including the external recruitment of a new hire.

ART. 11. FILLING OF A VACANCY

Vacancies not filled through the promotion process established by art. 10 above will be internally announced for permanent employees, both full time and part timers, including intermittent, within the Establishment and for temporary employees, regardless their labor category and/or level, as long as it does not imply a promotion, and who meet the conditions established in the vacancy announcement. Part timers with over three years of services and those who previously have moved voluntarily from a full time to a part time contract, will have preference among applicants.

The selection among applicants will be at the U.S. Forces discretion. When the number of applicants does not exceed three, the U.S. Forces may cancel the internal recruitment and open the vacancy for new hires.

Vacancies to be filled with new hires may be requested by temporary personnel. Selection among applicants will at the U.S. Forces discretion.

ART. 12.- CONTRACTS.

1.- Local labor personnel will be hired under any of the hiring appointments authorized by current labor law of general application.

All contracts will be formalized in writing in the established forms approved by the Ministry of Defense upon proposal of the COMNAVACT, and will include, in all cases, expression of the legal provisions that rules the labor relation, as well as the labor category and, in its case, specialty, trial period, work schedule, work center, residence and whatever other duties and rights ought to be said.

2.- Once each contract is signed, a complete copy will be kept by the Spanish Military Administration, other complete copy will be forwarded to COMNAVACT via the Human Resources Office, and another one will be given to the employee. An abridged copy will be provided to the workers' representatives.

3.- Concerning part timers, intermittent appointments, it may be used when required for any of the following reasons:

a. Workload increase reiterated on unscheduled basis, for similar reasons, such as the Fleet visits, or special parties.

b. Workload increase reiterated on scheduled basis, such as special sales during Christmas, and other special services which are only required on specific dates, such as summer time.

4. Intermittent employees hired for any of the above circumstances, may also be called to fill for employees on annual or sick leave status.

5. Hiring will be done for both circumstances so that employees may be called on as needed basis within the labor category and level, always within the Activity he/she was hired for. Employees will be called following the appointment date, on rotating basis, so that, along one year period, the working hours are distributed proportionally among all of them. Said equitable distribution of working hours may be done on periods longer than a year if required.

For the purpose of seniority bonus, reduction in force and severance pay only effective working periods will be computed. It will be required 783 days of work to get one trienio.

Effective working periods will be computed by days regardless of the hours worked.

ART. 13.- TRIAL PERIOD.

Local Labor Personnel will be subject to a trial period that will neither exceed four months for personnel with a degree, nor two months for the rest of the personnel. This period will be suspended during temporary disability periods. The trial period will be specified in the written contract signed by the worker. During the trial period the worker will have the rights and duties corresponding to the professional category and position occupied, as if the worker were a permanent one. Nevertheless, either party, employee or employer, may decide to end the work contract. This decision will not entitle either party to any indemnity. Once the trial period is over, the contract will be in full effect, computing the time of the service for all purposes.

For intermittent employees the trial period will be of 41 working days or 328 working hours.

CHAPTER III: PROFESSIONAL CLASSIFICATION AND OPERATIVE MOBILITY.

ART. 14.- CLASSIFICATION.

1. -Positions occupied by the personnel within the scope of this Agreement will be classified, based on functions performed, and if it is the case, the degree required to perform it, within the professional groups and categories defined in Annex I.

Besides the labor category, the U.S. Forces will assign to each position a level that will be the basis to establish the salary supplement referred to in Ministerial Order 166/81, art. 3.3, a).

2.-There will be established functional areas to include, within the professional groups, tasks and functions that belong to the same economic sector. A joint commission including Unions' signatories of this Agreement, and Administration's representative will do definition of functional areas as well as its composition. Such commission may also establish new labor categories that should be included in any of the eight professional groups included in Annex I, as well as assign employees to any of said new categories. Assignment of levels will be exclusively done by the U.S. Forces at its discretion, without any intervention of the commission.

3.- The labor category and/or level initially assigned to a position may be modified by the U.S. Forces when, due to the needs of the service, additional functions of a higher labor category and/or level, are assigned to the position. This change will require that the additional functions are of a permanent nature

and are validated by a document issued by the Human Resources Office.

ART. 15.- OPERATIVE MOBILITY.

1.- The U.S. Forces, due to the needs of the service, may agree the change of position of any worker, as long as posses the academic degree and qualification requirements for the position and it is within the same professional group and labor category or in a labor category with similar functions but in a different professional group. Reassignments exceeding the employee professional group or labor category can only take place due to justified technical or organizational reasons and for the period needed. Said reassignment will be notified to the Workers' Committee. In all cases employee will retain the salary corresponding to his former position unless the new one assigned is higher.

2.- The U.S. Forces, for the essential minimum time and when the needs of the service justify it, may require workers to discharge the functions of a labor category and/or level higher than the one they occupy, for which they are qualified, during a period of time not longer than six months within a year, or eight within two years.

If these time limits are exceeded, and there is still a need to perform those duties, there will have to be established a permanent vacant position, except when the temporary need is justified, and will have to be filled using the proceedings established in this Agreement.

3.- When a worker temporarily performs duties of a higher category and/or level, he/she will be entitled to the difference in salary between the level and category assigned and the one corresponding to the functions performed. The performance of higher category and/or level duties must be necessarily credited by a Labor Status Document issued by the HRO before the performance of such duties and the payment will be in accordance with the information provided in it. Employees may not be assigned to a position of higher category or level for less than fifteen consecutive days.

4.- The plain fact of performing duties of a higher category and/or level will never consolidate the salary or such category and/or level. The only valid proceeding to consolidate a higher category and/or level will be the promotion system established by the present Agreement.

5.- The period of time the employee performs in a position of higher category and/or level to replace an employee with return rights to the position will not count against the six or eight months cited above.

6.- If due to urgent or unpredictable needs of the service, the U.S. Forces has to place an employee in a lower category position, it will only be done for a period of time no longer than six months, during which the worker maintains the salary and other rights of his/her professional group. The Workers' representative will be notified of this assignment.

7.- The permanent change of position other than the ones established in the above paragraphs, will require, either the agreement with the employee involved, or to follow the procedure established for the substantial modification in the working conditions. In any case, the content of paragraph 4 above, will

apply.

ART. 16.- LOSS OF PROFESSIONAL CAPACITY.

Personnel who lose the professional capacity needed to perform the proper duties of their positions, without a permanent disability status resolution, will have the preference established by article 7 above, to fill any vacancy existing in the Establishment for which they are capable, adopting the labor category, salary and other proper rights of the new position assigned. Employee will receive the adequate training to facilitate his/her adaptation to the new position.

If no appropriate vacancy exists, employee will be terminated.

CHAPTER IV: TRAINING AND PROFESSIONAL IMPROVEMENT.

ART. 17.- TRAINING.

The U.S. Forces will annually draw up a training program which includes the Local Labor Personnel.

1.- Participation in training directed by the U.S. Forces will be considered as working time and therefore considered mandatory. When training courses must be undertaken within the Establishment, they will be conducted during normal duty hours, if practicable. Attending training will never entitle to a worker to overtime pay.

2.- Workers who take basic or advanced, job related, vocational training courses, will have preference in the election of work shifts and annual leave, as well as in the adjustment of the normal work day, in order to attend courses, whenever is possible due to the need of the service.

The U.S. Forces will assume the cost of the training course when considers it beneficial for the work performed by the employee.

3.- Spanish Administration may allow participation of LLP on the continuous training program conducted by the Ministry of Defense. Attendance of LLP to those training programs would require the US Forces approval.

CHAPTER V: WORKING HOURS AND WORK SCHEDULE.

ART. 18.- LABOR WORKING HOURS.

Working hours may not exceed 1968 per year, including annual leave hours. However, industrial employees, i.e. all except those working for the NEX and MWR, will work 1894 hours per year. Any hour worked in excess of 1894 but below 1968, will be compensated with equal time off or paid at the ordinary hourly rate.

Firefighters will continue with their special working hours as established by M.O. 166/81, but reduced to 56 hours per week, 40 hours of effective work, and 16 hours of presence watch. The rest of the

parameters for sick and annual leave accrual table will be adjusted to the 56 work week hours..

During the summer months beginning 15 June through 15 September, employees other than those on rotating shifts, will work continuous hours. This summer shift includes a thirty minutes break considered as effective working time. Hours beginning and ending the workday are subject to approval by each supervisor

The Commanding Officer will periodically review the impact of the summer hours on the Base mission. A determination to continue with summer hours will be made by the Commanding Officer in March of each year or at any time that an adverse impact is identified. Policy, direction, and operating instructions outlined in COMNAVACTINST 12610.1 (or subsequent revisions) will be followed for the implementation of the summer schedule.

ART. 19.- OVERTIME HOURS.

Hours exceeding 80 in a two weeks period or 9 in a day will be considered overtime. Overtime hours will be compensated at supervisor decision, either with pay with an additional 75% over the ordinary hourly rate, or with time off in the same proportion, i.e. 1.75 hour off per each overtime hour.

ART. 20.- WORK ON HOLIDAYS.

1.- There will be a maximum of fourteen holidays per year, two of which will be local holidays. Workers whose work schedule require to work on holidays will receive the compensation established in paragraph 4 of this article.

2.- Paid holidays will not be accumulated as annual leave, except by agreement between the department head and the worker. In these cases paragraph 3 of this article will not apply.

3.- When an employee's scheduled day off coincides with an official holiday, the employee will be given a compensatory day off.

4.- Performance of services on a holiday entitles workers to 1.75 days off for each day actually worked or to be compensated at the ordinary hourly rate with a 75% increase, based on the supervisor's decision.

5.- When an employee is traveling for official business or to attend training courses during his/her day off or holiday, will be entitled to an additional day off.

ART. 21.- BREAKS DURING THE WORK DAY.

Personnel whose daily work schedule exceed six continuous hours, will be entitled to a thirty-minute break, considered as effective working time. The exercise of this right can not compromise the normal operations of the work.

CHAPTER VI: LEAVE.

ART. 22.- LEAVE.

The policies contained herein will be administered on a uniform and equitable basis with due regard for

both the needs of the service and the desires of the individual employees.

The leave system established by the Workers' Statute and Royal Decree 2205/80 is compensated with the policy contained herein. Leave granted by the above mentioned regulations, will be granted even advancing leave whenever necessary.

1. Annual Leave:

An employee accrues annual leave when in a pay status and for all time in a leave without pay status not exceeding a total of 80 hours during the leave year. If the leave without pay status is due to illness, industrial accident or maternity, the employee will accrue annual leave during that situation.

b. All the employee's continuous service with the U.S. Forces, except those periods during which the employee is in a non-pay status for reasons other than illness, industrial accident, maternity or mandatory extended leave without pay, will be used in determining the employee's annual leave accrual rate.

c. For the accrual of the annual leave, employees will be assigned to the following categories:

- (1) Category I: Employees with less than 15 years of service.
- (2) Category II: Employees with more than 15 years of service.

d. Rates of annual leave accrual are established in the table at the end of this article.

e. Annual leave must be approved in advance of the absence.

f. Leave schedules must be planned within the last quarter of the previous year to assure that all employees are given the same opportunity for a reasonable vacation period. Management will establish the number of employees in each labor category or position who may be on leave in each period, according to the workload and the needs of the service. Whenever possible, annual leave will be granted at the time requested by the employee. Leave will be granted in rotational shifts among the employees, whenever it is necessary due to the accumulation of petitions during the same period of time. Once the leave

schedule is approved, any change due to unexpected needs of the service will require the previous agreement between the affected employees and the supervisor.

g. The maximum leave which may be accrued during the leave year and, therefore can be carried over the following year, is that shown in the table at the end of this article.

Sick leave.

a. Sick leave includes all absences from work of an employee in a pay status when the employee requires medical attention for reasons other than for an industrial accident or occupational disease, or needs to assist a member of the family who has a contagious disease.

Employee will receive full salary in case of absence from work due to industrial accident or occupational disease up to a maximum of 18 months. The U.S. Forces will supplement the compensation paid by the industrial insurance carrier so that employee receives full salary.

b. An employee accrues sick leave only when in one of the following pay status: working, on administrative paid leave, on sick leave, or on vacation.

c. Rate of sick leave accrual is established in the table at the end of this article. There is no limitation on the amount of sick leave which may be accumulated or carried over to the following years.

d. A Social Security medical certificate will not be required for absence due to sickness of 3 days or less unless the supervisor requires it when he/she considers that the employee may be abusing the use of the sick leave. For sick leave over 3 days, and when the supervisor requires it, the employee must provide a Social Security "baja" form or a Social Security doctor's certificate within three calendar days since the form was issued. In cases of extended illness, "partes de confirmacion" must be provided by the employee weekly as evidence of the employee's continued incapacity to return to duty.

e. If illness occurs during a period of annual leave, it can be substituted by sick leave upon the employee's request and supported by a Social Security "baja" form, if it is provided in the time limit mentioned above.

The U.S. Forces may check the employee's health calling him/her for a check-up by the doctor of the industrial medical services.

Leave Without Pay (LWOP).

LWOP may be granted at an employee's request, provided it is not prejudicial for the service.

An employee can not be on a LWOP status for more than 6 months in a 3-year period.

Employees on LWOP will have return rights to their position.

d. The period on LWOP will not be credited to any effect.

4. Charges to Leave.

a. Both annual and sick leave will be credited and available for use at the end of the period in which it is earned.

b. Leave will be charged only for absences within the employee's basic workweek, excluding holidays or

non-workday.

c. The minimum charge of annual or sick leave is one hour and additional charges are in multiples of one hour.

d. All accrued annual leave not used will be paid to an employee who is separated.

TABLE OF LEAVE ACCRUAL

HOURS WORK WEEK	ANNUAL LEAVE		SICK LEAVE		MAXIMUM ANNUAL LEAVE ACCRUAL
	FIRST 11 MOS. ----- CATEGORIES	LAST MONTH ----- CATEGORIES	FIRST 11 MOS ----- ALL CATEGORIES	LAST MONTH ----- ALL CATEGORIES	
	I II	I II			
40	14 17	22 21	8	16	240
56	20 24	20 24	11	21	331

ART. 23.- TEACHERS' LEAVE.

1. Teachers working at the Schools will be excused from work on U.S. holidays and non-school days. However, they will work on Spanish holidays receiving the supplementary compensation established by article 20 above.

2. Their work schedule covers the school year plus any additional periods at the beginning or end of the school year during which they are required to participate in workshops or to prepare for opening or closing schools.

3. During summer vacation, Christmas and Easter recess the teachers are excused from work without loss of pay, except that annual vacation period of 30 calendar days will necessarily be granted during these school recess periods. Other absences from work during the school year will be subject to the provisions of article 36 of Royal Decree 2205/80 of 13 June.

CHAPTER VII: SALARY

ART. 24.- SALARY STRUCTURE.

Agreement on Defense Cooperation, Annex 8, and Royal Decree 2205/80 will apply.

For seniority purposes only those periods of effective service will be credited, including assimilated periods, such as periods of annual and sick leave, maternity and mandatory extended leave without pay.

Intermittent employees will be credited a “trienio” upon completion of 738 effective working days, considering the weekly days off and annual leave periods.

ART. 25.- EXTRA SPECIAL PAYMENT.

Agreement on Defense Cooperation, Annex 8, and Royal Decree 2205/80 will apply.

ART. 26.- PAYMENT PROCEDURE.

Wages will be paid through a bank transfer to employees account. Biweekly, there will be advance payment of monthly salary up to 40% of it.

ART. 27.- SALARY DOCUMENTS.

All workers will receive from the U.S. Forces an individual document or justifying bill -along with their salaries- that will specify the total amount corresponding to the period of time referred to those salaries, with a clear specification and proper distinction between the basic salary and, in its case, the salary bonuses, indicating the deductions legally established.

ART. 28.- REVISION CLAUSE.

The pay scale will be revised by the U.S. Forces in accordance with the rules applicable in the U.S. Administration, respecting, in all cases the provisions of the Agreement on Defense Cooperation, Annex 8, Art. 5.4.

CHAPTER VIII: SUSPENSION OF THE WORK CONTRACT.

ART. 29.- EXTENDED LEAVE WITHOUT PAY.

1.- VOLUNTARY EXTENDED LEAVE WITHOUT PAY.

Workers with at least one year of effective service may request to COMNAVACTS a voluntary extended leave without pay for a period of no less than one year nor more than five years. A request for voluntary extended leave without pay can only be exercised again by the same worker after four years from the end of the last LWOP period.

A worker on voluntary extended leave without pay should expressly request his/her readmission, through the Human Resources Office, at least twenty days before the end of the time limit for which it was granted or lose all the rights to return. The worker will have only the right to occupy in the Establishment he/she was in, the first vacancy in his/her same category and level or, once the period on extended leave without pay is over, if so requested, of the immediately lower category and/or level for which he/she is qualified, with the rights and duties corresponding to this latter position.

The time on voluntary extended leave without pay will not be creditable for any purpose.

2.- SPECIAL LEAVE WITHOUT PAY TO CARE FOR CHILDREN.

Workers shall have the right to a period of special leave without pay to care for each child, natural or adoptive, not to exceed more than three years from the date of birth. Successive children will give the right to a new period of special leave without pay that, in its case, may end the one already being used. When both mother and father work, only one of the parents may exercise this right.

The time on this special leave without pay will be credited for seniority and the employee will be entitled to attend training courses, to which should be called by the U.S. Forces. During the first year will be entitled to be reinstated in his/her job. Once the first year is over will have the right to be reinstated in a position of the same professional group or equivalent category. The return rights to employee's former position will be expanded to the whole LWOP period in cases of handicapped children.

3.- EXTENDED LEAVE WITHOUT PAY TO CARE FOR RELATIVES.

Employees will have the right to a period of special leave without pay not to exceed three years, to care for relatives, within the first or second grade of consanguinity or affinity, who for reasons of age, accident or illness are unable to manage on their own.

When two or more employees requested this extended leave without pay to care for the same person, management may limit the simultaneous use of this right based on the needs of the service.

The extended leave without pay should be requested with a minimum of two months in advance to the proposed effective date, except in case of justified urgent need. The request should be accompanied with a disability status declaration or a Social Security doctor certificate.

When requested for less than three years period, it may be extended up to the maximum period allowed. Request for extension should be submitted with a one month advance notice and evidence should be shown that alleged need still exist.

Employees on extended leave without pay will be entitled to participate in training programs. The time on extended leave without pay will be credited for seniority purposes, and will have return right to their position.

The extended leave without pay period will end:

Due to the completion of the period granted. Employee reinstatement will take place the following day.

Due to the elimination of the cause. Employee reinstatement will take place within the following five working days.

4.- MANDATORY EXTENDED LEAVE WITHOUT PAY.

Employee on mandatory extended leave without pay will have return rights to his/her position and time on extended leave will be computed for all purposes as creditable. It will be granted to employees appointed or elected for a public position which make impossible to report to work. The request for reinstatement must be submitted within one month following the termination of employee appointment. It will also take place when employee perform unions functions at a provincial or wider area and while on that situation.

CHAPTER IX: RESTRUCTURE OF ESTABLISHMENTS.

ART. 30.- REDUCTION IN FORCE.

1.- Any reduction in force which implies the termination of local labor personnel, will be done following the procedures established by the Agreement on Defense Cooperation, Annex 8.

2.- A worker affected by a reduction in force action must notified in writing, within fifteen days from the date of the RIF notice, if he/she wants to be included in the priority re-employment list as local labor personnel in the way established by the Agreement of Defense Cooperation.

CHAPTER X: DISCIPLINARY ACTIONS.

ART. 31.- DISCIPLINARY PROCEDURE.

1. Workers may be sanctioned, by the corresponding resolution, when they have not fulfilled their contractual obligations, in accordance with the scale of misconduct and the sanctions which are established by the following articles.

2. The time limits established in this article by days will mean working days, except for expiration of labor offenses that will be calendar days, and the time limits established by months will go date to date.

ART. 32.- MISCONDUCT.

1.- The offenses of the workers committed with occasion or as consequence of their work are classified, according to their importance, transcendence and intentionally, as slight, serious and very serious offenses.

2.- The following come within the category, **slight**:

1. Slight discourtesy to co-workers and public in general.
2. Tardiness or careless in the carrying out of ones working duties.
3. Failure to communicate in advance a justified absence, except when its impossibility is proven.
4. Tardiness without a justified reason.
5. Slight negligence that cause damage to company equipment, installations, tools and other belongings to the company.

3.- The following come within the category, **serious**:

1. Non-fulfillment of orders and instructions of supervisors and specific obligations of the position and negligence causing or that may cause damage to the service.
2. Non-fulfillment or dereliction of the rules governing safety and hygiene at work, when these same acts on the part of the worker cause or may cause serious risks or damage to self and/or third parties.

3. Failure to attend work without justification for one or two days, in a one month period.
4. Simulation of sickness or accident.
5. Simulation or hiding offenses of other workers in relation with their duties of punctuality, attendance and permanence at work.
6. Voluntary and continuous decrease in normal performance at work.
7. Improper use or propagation of information or issues known because of the position in the Establishment.
8. Repetition of slight offenses, although of a different nature, within a period of three consecutive months, when there have been sanctions for them.
9. Violent quarrels or disputes with co-workers and superiors and insults to them. As well as lack of respect to customers, co-workers, superiors and personnel from the Establishment.
10. Negligence causing damage to company equipment, installations, tools and other belongings to the company.

4.- The following come within the category, **very serious**:

1. Fraud, disloyalty, abuse of confidence in matters of trust and whatever conduct constitutes a fraudulent or deceitful offense.
2. Clear insubordination, individual or collective.
3. To intentionally falsify data and information of the service.
4. Failure to attend work without justification for more than two days in a one month period.
5. Repetition of serious offenses, although of a different nature, within a period of nine consecutive months, when there have been sanctions on them.
6. Unauthorized possession of material property of the U.S. Government.
7. Negligence causing serious damage to third persons, company equipment, installations, tools and other belongings to the company.

ART. 33.- PENALTIES.

1. Sanctions that may be imposed depending on the offense are as follows:

a. For slight offenses:

Written admonition.

Suspension of employment and salary for up to two days.

b. For serious offenses:

Suspension of employment and salary from three to fifteen days.

Incapacitation for promotion during a period up to two years.

c. For very serious offenses:

Suspension of employment and salary from sixteen days to three months.

Incapacitation for promotion from two to six years.

Dismissal.

2. When applying these sanctions, the level of responsibility of the worker who has committed the offense

will be considered as well as the consequences of the misconduct on the other workers and the Establishment.

ART. 34.- PROCEDURES.

1. The imposition of a penalty for a slight offense resides with the Chief of the Military Establishment, either upon request of COMNAVACT, or at his own decision, in which case the case file will be forwarded to COMNAVACT to submit allegations within three days, regarding the classification of the offense and the proposal of sanction. For its imposition, a justified proposal must be made that notifies the worker of the offense within a maximum time limit of six working days from the time the Chief of the Establishment had knowledge of the offense so the affected worker can, within a limit of three days, submit allegations as needed. The statute of limitations is interrupted with the notification of said proposal.

The sanction must be presented in writing, with acknowledge receipt, to COMNAVACT, to the worker and to the Workers' Committee. The notification will include the date, the facts that motivated the sanction, the classification of the offense and the appeal that can be filed against it.

2. To impose a penalty in cases of serious or very serious offenses a disciplinary case file must be prepared in advance in accordance with the procedure established below.

3. The disciplinary case file should be resolved in three months, this period may be extended for another three months for justified reasons.

4. In exceptional cases and as a preventive measure until the disciplinary file is completed, the Chief of the Establishment upon request of COMNAVACT Forces may decide the suspension of employment and salary of the worker, after hearing the employee and notifying the base Workers' Committee.

5. The disciplinary file will have three basic steps:

a. Opening step: The opening of the disciplinary file will be ordered by the Chief of the Establishment upon request of COMNAVACT, who will also propose the person to be designated as investigator. When the disciplinary file is initiated without previous request of COMNAVACT, prior to open the case file, the facts will be notified to COMNAVACT so that may submit allegations within three days and propose a person to be designated as investigator.

The case file will be initiated by an opening memorandum which must include, at least, the following:
Facts.

Worker presumably involved.

Designation of an investigator who cannot be the person who reported the suspected offense.

The opening memorandum will be immediately and simultaneously forwarded to the investigator, the worker involved, COMNAVACT and the Workers' Committee.

b. Development step: The investigator, who may nominate a secretary, will order as much evidence and as many actions as deemed necessary in order to clarify the facts and determine the responsibilities, as well as those requested by the interested parties that deemed convenient.

When during the actions the investigator requests the worker involved to make a statement, he/she may be accompanied by a member of the Committee and/or his/her legal representative.

The investigator will forward the file to COMNAVACT to propose, within five days, new evidences, submit allegations that deems necessary and, in its case, classify the offense and propose the corresponding sanction. If COMNAVACT propose new evidences, employee will be notified so that may participate, submit allegations or propose other evidences on the same facts. Whenever new evidences are admitted, the file will be forwarded to COMNAVACT later on to classify the offense and propose the corresponding sanction.

c. Closing step: Upon receipt of the letter with the classification of the offense and the proposal of sanction by COMNAVACT, the investigator will write the bill of charges that will be forwarded to the worker involved who will, within five days, submit his/her allegations as deemed necessary.

The investigator, considering the results of all the actions and evidence taken as well as the allegations submitted, will submit a justified proposal of resolution that must include, at least, the following:
Brief and clear summary of the facts hat have been proved.
Legal rules applicable.
Classification of the offense.
Resolution proposed.

6. Once the file is closed and received, the sanctioning authority will dictate the appropriate resolution.

The sanctioning authority is the Chief of the Military Establishment, except for dismissals which will be imposed by the General Director of Personnel, to whom the Chief of the Military Establishment will forward the file with his report.

7. The resolution adopted must be notified, in writing and with receipt acknowledged, to the employee concerned, to COMNAVACT and to the Workers' Committee.

The notification must includes the date and facts that motivated the sanction, the classification of the offense and the appeal process that may be used against it.

ART. 35.- CANCELLATION OF THE OFFENSES.

All offenses and penalties will be maintained in the personnel file of the worker concerned, but will be canceled after three months, nine months and two years, respectively, for slight, serious and very serious offenses, if they are not repeated, except for the sanction of incapacitation for promotion which will be kept until fulfilled. Upon request of the worker, certification of the cancellation will be issued. The time limits for the cancellation will be counted from the date the sanction was imposed, in a definitive and firm way.

ART. 36.- STATUTE OF LIMITATION FOR OFFENSES.

Slight offenses will expire after ten days, serious offenses after twenty days and very serious offenses after sixty days from the date the Chief of the Establishment knew the offense happened and, in all case, after six months from when the offense occurred. These time limits will be interrupted by any proper act of the case file or preparatory of the case file, as far as its total duration does not exceed six months without blame to the worker concerned.

ART. 37.- COMPLAINTS.

Workers may complain in writing before the Commander, U.S. Naval Activities Spain, by themselves or through their representatives, about acts that mean a lack of respect to their privacy, human dignity or

labor condition. Such Authority will get information and open, in its case, the proper case file. A response should be provided to the claimant within 30 days.

CHAPTER XI: LABOR RISK PREVENTION.

ART. 38.- GENERAL DISPOSITIONS.

The signatories consider one of the priority goals of this Agreement, the prevention and decrease of labor risks, industrial accidents and professional sickness. To obtain this, while in force, the U.S. Forces will proceed to:

Put into practice in the Establishment an adequate policy on labor risk preventions.

Facilitate practical and adequate training on this issue to the labor personnel at its service.

Make possible the participation of the workers through the Prevention Delegates or the Safety and Health Committees.

Establishes the prevention service.

ART. 39.- SAFETY AND HEALTH POLICY AT WORK.

1. The worker has the right to an effective protection of his physical integrity and an adequate labor risks prevention policy at work, as well as the obligation to follow that policy and to carry out the legal and ruled practices adopted to prevent risks. Workers also have the right to participate in the formulation of a preventive policy in their work center and the control of steps adopted in the development of it, through their legal representatives and the internal and specific organizations of participation in this issue, that is, Prevention Delegates and Safety and Health Committees.

2. The U.S. Forces are obliged to promote, formulate and put into practice an adequate policy of labor risks prevention in its work centers, as well as to facilitate the participation of the workers in the same and to guarantee theoretical and practical adequate training in these issues to the new hires or workers that change their positions or when they need to apply new techniques, equipment and materials that may cause a risk to the worker's self or his/her co-workers or third parties.

The worker is obliged to follow such training and to carry out the practices accomplished within the working hours or in other hours, that will be considered as working time.

3. Hazardous and toxicity bonuses will be suspended when preventive measures are taken to remedy the hazardous or toxic conditions that originated it, or if, through the appropriate resolution of the proper Higher Organization, it is demonstrated that the bonuses are inappropriate because the conditions do not exist.

ART. 40.- PERSONAL PROTECTION EQUIPMENT.

Departments will provide to all workers the working clothes or equipment for personal protection that are required, in accordance with the applicable regulations.

Pregnant or recent delivered workers may be transferred out of a position when there is a medical certificate, from a Social Security doctor, which states that permanent work in the environment of the position would mean a danger to the life or integrity of the fetus.

ART. 41.- PREVENTION DELEGATES AND SAFETY AND HEALTH COMMITTEES.

1.- The Workers' Committee will appoint, among its members, five Prevention Delegates, who will represent the workers on prevention of work risks issues.

The responsibilities, rights and guarantees of the Prevention Delegates will be those established by articles 36 and 37 of the Labor Risks Prevention Law, with the adaptations derived from the Additional Disposition n. 9 of said Law.

2.- A Safety and Health Committee will be established and composed by the five Prevention Delegates, four representatives from the U.S. Forces and one from the Spanish Military Administration.

The responsibilities and functions of this Safety and Health Committees will be those established by art. 39 of the above mentioned Law, with the adaptations derived from the additional disposition n. 9 said Law.

ART. 42.- PREVENTION SERVICE.

The U.S. Forces will establish a prevention service with the required qualified personnel, installations and equipment, or will contract it with a specialized company.

CHAPTER XII: RETIREMENT AND VOLUNTARY IMPROVEMENTS.

ART. 43.- RETIREMENT.

In order to help employment, employees will mandatory retire at age 65, except in case employee has no completed years of service enough to be entitled to a Social Security pension, in which case employee will retire upon completion of said period.

Personnel who retires at age between 60 and 65, both inclusive, will receive an amount equivalent to twenty days of salary per year of service, prorating by months the periods less than one year, with the limitation of one year. Employee who retires later due to the need to complete years of service enough to get a Social Security pension will also be paid this amount. All years of service in the U.S. Forces will be computed except those who have been credited for a previous indemnity due to a break in service or change of position which entitled the employee to receive it.

ART. 44.- INCENTIVE EARLY OUT.

The U.S. Forces may establish incentive early out programs, on temporary or permanent basis, that will always be of a volunteer character for the employee and granted upon the discretion of the Commander, U.S. Naval Activities Spain. The Establishment Committee will be informed of said programs.

ART. 45.- SPECIAL RETIREMENT AT 64 YEARS OF AGE.

Employees may retire at 64 years of age with 100% of their retirement benefits, when, by individual agreement between the employee and the U.S. Forces, it is agreed to hire a new employee as established by Royal Decree 1194/1985 of 17 July, or any future law that may be published on this issue.

CHAPTER XIII: ASSISTANCE AND SOCIAL ACTION.

ART. 46.- BONUS FOR HANDICAPPED CHILDREN.

The U.S. Forces will pay to the workers who prove to have physical or mentally handicapped children, a bonus of an amount established annually.

ART. 47. ADVANCE PAYMENT OF SALARY.

The U.S. Forces may grant advance payment of salary to employees who request it to attend to justified urgent or extraordinary needs. Such advance payment may amount to a maximum of four months of basic salary, U.S. Forces position supplement and seniority bonus. The amount of the advance payment may not exceed the severance pay employee would receive in case of separation due to reduction in force, retirement or permanent disability. Reimbursement of the advance amount, without charge of any interest, must be completed within 24 months.

CHAPTER XIV: INDEMNITIES FOR REASON OF THE SERVICE

ART. 48.- TRANSPORTATION BONUS.

Effective 30 September 2002, the U.S. Forces will not provide home to work transportation. Employees entitled according to first PLL CLA, art. 48, will get a bonus in the following amount:

Employee's town of residence	Daily bonus
Chiclana	12,66 Euros
San Fernando	11,68 Euros
Cádiz	10,06 Euros
Sanlucar de Barrameda	8,11 Euros
Jerez de la Frontera	8,11 Euros
Puerto Real	6,82 Euros
Chipiona	5,19 Euros
El Puerto de Santa María	4,06 Euros
Morón	2,16 Euros
Alcalá de Guadaira	6,31 Euros
Sevilla	8,65 Euros

It will be considered employees' town of residence that they were residing at the time they were hired, except in case of further move to a town closer to Rota or to Moron, depending on the Establishment where employee works.

The bonus will only be paid per effective day worked in the employee's assigned Establishment.

The above amounts will be increased annually in the same percentage the USF increases the amount paid for mileage.

ART. 49.- ALLOWANCES.

1. Allowances to travel inside and outside Spain will be established by the U.S. Forces. At present the amount is equal to the one established by the U.S. Department of State for the different geographical areas. The amount of the allowances will be specified in the individual travel orders before starting the travel, distinguishing between the amount established for lodging and the one established for food expenses.

2. Besides the allowance, the employee will be reimbursed for the following expenses:

- a. Taxis fee for the way between the transportation terminal and the final place of destination, when there is no commercial bus or government transportation.
- b. Telephone bills and postage, by fax or messengers, when it has been due to the needs of the service and so it is certified.
- c. Overload fees when it is due to the needs of the service and it has been authorized in the travel order.
- d. Passport and visa fees, including photos, birth and health certificates.
- e. Cost of shots when they could not be provided by the government.
- f. Cost of travel check books and reimbursement of official checks and change of money.
- g. Cost of parking of the POV with the limitation of the cost that would have mean the use of a taxi.

3. Allowances will be paid in accordance with the following criteria:

- a. When requested for travel of at least two days, they will be paid in advance to the beginning of the travel.
- b. There will neither be additional supplements, nor overtime for travelling, including waiting time, spent after working hours.
- c. Payment will be done according to the regulations applicable in the U.S. Administration at the beginning of the TDY.
- d. The allowance is divided in two parts, one for lodging and the other one for food and miscellaneous expenses. The lodging allowance will be the total amount spent by the employee with the limitation of the amount referred in paragraph 1 of this article.

- e. The employee must provide receipts of all expenses of lodging and other repayable expenses when they exceed of eleven thousand pesetas.

4. Drivers and whatever else employees who, in the performance of their normal functions, make round trips of one day within their working hours, will not be entitled to receive allowance. However, when their work schedule is non-continuous and they are out of the work center at lunch time during normal duty hours, because of a return trip on one day, they will receive seven euros to compensate the higher cost of lunch. The above mentioned amount will be revised every year by the U.S. Forces. First revision will be effective upon entry into effect of this CLA.

5. For trips to Madrid by members of the Collective Labor Agreement negotiating table or of the Joint Board for the Interpretation Observance and Study of the Agreement (CIVEPLL) ordinary meetings, called by the Spanish Ministry of Defense with agreement by the U.S. Forces, and for trips to attend meetings call by the Spanish Military Administrations upon agreement with the US Forces, allowances will be paid to members by the U.S. Forces. Payment of allowances will require prior approval of the Human Resources Office, and will be paid after completion of the travel.

Allowances for meals and lodging will be those established by the Ministry of Defense for Group 2. The cost of a round trip plane ticket, economy class, will also be paid. No other expenses will be reimbursed. Lodging will be paid for authorized nights spent in Madrid. The full amount for meals will be paid if the travel starts after 1400. For the day of return travel, 50% will be paid if arrival time is after 1400. Human Resources Office will establish prior to the travel acceptable departure and return times.

6. For trips to attend meetings called unilaterally by the Spanish Administration, the payment of per diem will be done under the same conditions than for the rest of the labor personnel of the Ministry of Defense.

ART. 50.- KILOMETER ALLOWANCE.

When for the needs of the service the employee uses his/her private vehicle in official business, different than coming from the place of residence to the work place, will be compensated with the payment of an amount per kilometer established by the U.S. Forces. This amount will be revised annually.

ART. 51.- MEANS OF TRANSPORTATION.

Personnel will use for transportation due to the needs of the service the means of transport of the best convenience for the service upon management election, except the use of military planes that will not be mandatory for the local labor personnel.

When choosing the means of transport management will consider, besides economical reasons, the time spent in order to avoid the employee stay away from home more time that needed to perform the duty and travel.

The employee may request to use his/her POV, instead of the means of transport chosen by management. If such request is approved, the kilometer allowance will have the limitation of the cost of the means of transport that should have used.

CHAPTER XV: COLLECTIVE REPRESENTATION.

ART. 52.- REPRESENTATIVE PART.

The representational part of the local labor personnel will be the Workers' Committee for the U.S. Naval Station Rota Local Labor Personnel.

ART. 53.- ELECTION.

Committee members will be elected in accordance with the applicable regulations.

ART. 54.- COMPOSITION.

1. The number of members of the Committee will be determined in accordance with the following chart:

From	50	to	100	workers	5.
"	101	"	250	"	9.
"	251	"	500	"	13.
"	501	"	750	"	17.
"	751	"	1.000	"	21.

From 1.000 and more, 2 for each 1.000 or fraction, up to a maximum of 75.

ART. 55.- FUNCTIONS AND RESPONSIBILITIES

The Workers' Committee will have the following competencies:

One. To be informed regarding any labor matter of interest that may affect in general to the workers.

Two. To inform, in advance to the decision taken, in the following cases:

- a. Modification of the tables of positions when it supposes definitive or temporary termination of local labor personnel.
- b. Reduction in the working day, as well as total or partial transfer of installations that may impact in the employment of local labor personnel.
- c. The Establishments' training program
- d. Implementation or revision of the organization and work control systems that collectively affects local labor personnel.
- e. Changes in the working hours and/or work schedule, shifts system, as well as to whatever change in

the working conditions that collectively affects local labor personnel.

f. Time tables, establishment of new bonuses system, award and incentives and changes in the structure of labor categories.

Three. To know the different types of written working contracts used within the Establishment.

Four. To be informed in writing of all sanctions imposed to local labor personnel.

Five. To know, monthly, the documents relating the termination of labor relations and, quarterly, the statistics on the index of absenteeism and its reasons, the industrial accidents and professional sickness, index of damage/loss, periodic or special studies on the labor environment and preventive measures being put into effect.

Six. To exercise a function of:

a. Vigilance in the fulfillment of the current rules in labor matters, Social Security and Employment, as well as the rest of agreements, conditions and labor uses in force.

b. Vigilance and control of Safety and Hygiene conditions in the development of the work within the Establishment, in accordance with the applicable regulations.

Seven. To collaborate with the U.S. Forces to get the establishment of as many measures as possible to maintain and increase the productivity.

Eight. To inform their represented in the Center about all subjects and questions established in these points, and in whatever directly or indirectly have or may have repercussion in the labor relations.

Nine. To file the proper claims and legal actions of general interest through the administrative or jurisdictional procedure in application of the labor rules in force before the proper Authority or Organization.

Ten. Whatever else functions and responsibilities that are acknowledged by the regulation in force or established in this Agreement.

Eleven. Reports originated because of the competencies acknowledged in this article should be issued in the time limit of fifteen days except otherwise established by this Collective Agreement.

Twelve. A listing of personnel will be forwarded to the Establishment Committee in the first quarter of the year. Said listing will includes the following information: Name, Payroll number, labor category, level, birth date, service computation date and seniority in the labor category.

Thirteen. Once approved by the U.S. Forces, the annual pay tables, and upon review by the Ministry of Defense, a copy will be forwarded to the Establishment Committee.

ART. 56.- RIGHTS.

1. Workers who have been designated members of the Committee will have the following rights:

a. Opening of contradictory disciplinary case file in case of sanctions for serious and very serious offenses, in which shall be heard, besides the person involved, the Workers' Committee.

b. Priority to remain in the Establishment over the rest of the workers in their labor category and specialty in case of termination or suspension due to a reduction in force action.

c. Not be discriminated against for reason of his/her representational functions.

d. As a collegiate organ, will express in a free manner their opinions in those matters concerning the area of their representation. They may publish and distribute all those notes or notifications of labor or social interest with previous notification to the Chief of the Military Establishment.

e. To have available a monthly number of paid hours to perform their representative functions, in accordance with the chart, in the number and conditions, established in the paragraph 3 of this article.

2. Rights contained in paragraphs a, b and c above will remain effective during two years following the end of their representative functions.

3. Monthly paid representational hours referred in paragraph d), of number 1 of this article will be acknowledged to each one of the members of the Committee in accordance with the following chart:

Up to	100	workers,	15 hours.
Between	101 and 250	workers,	20 hours.
“	251 and 500	“	30 hours.
“	501 and 750	“	35 hours.
From	751 workers and above,		40 hours.

The given hours may be accumulated, by the Committee members, in one or various of its members, without exceeding the maximum total, being possible to be released from their job obligations, without prejudice of their salaries. The Workers' Committee will notified to the Administration, in advance, any transfer of hours among its members.

4. The U.S. Forces will provide to the Committee an adequate place and adequate equipment to develop their activities.

5. Committee will have access to the bulletin boards installed in the different work centers, for the exercise of their representative function.

ART. 57.- UNIONS FEES.

The U.S. Forces will proceed, upon employee request, to without from the employees payroll the Union fees and to transfer the money to the Union.

ART. 58.- ASSEMBLY RIGHTS.

1. Workers will be entitled to meet under the following conditions:

A. Meeting may be called by the Workers' Committee at the request of any union, or by a number of workers no less than one third of the staff. Committee will take the chair and be responsible of the normal functioning of the meeting. Only may be included matters established in the agenda item. Committee will notify to the Establishment' Headquarters the meeting. It corresponds to the Chief of the Establishment to take measures to prevent prejudices to normal activity within the Center.

B. When workers on shift, because insufficiency of space or whatever else circumstance cannot meet simultaneously with all the staff, without prejudice or alteration of the normal development of the production, the various partial meeting that must be held will be considered as one and dated on the day of the first.

C. The meeting place will be within the Establishment, if the conditions of it permit to do so, and the Chief of the Establishment authorizes it, and it will be at not working hours, except by agreement with the U.S. Forces. The Chief of the Establishment will facilitate, in its case, the most suitable site to celebrate the meeting, except in the following cases:

a. Provisions contained paragraph 1 above are not fulfilled.

b. If last meeting was held less than two months before.

c. If there have not been yet indemnified or guarantee the compensation due to damage produced on altercations occurred in any earlier meeting.

d. Closure of the Establishment.

Meetings to inform on Collective Bargaining Agreements will not be subject to limitation established by paragraph b above.

D. The proposed convocation, including the agenda item, will be notified to the Chief of the Establishment at least 48 hours ahead, as minimum, should him acknowledge receipt.

E. The established rules in paragraphs above will not be applicable when the meeting is held off the Establishment.

FIRST TRANSITORY PROVISION.

The U.S. Forces will provide home to work transportation to employees included in Annex 2 to this Agreement.

SECOND TRANSITORY PROVISION

Employees rehired after RIF provided for in art. 8.b, second paragraph, will be credited their seniority as established by said article upon entry into effect of this CLA. The economic effects of this provision will be one year retroactive.

ADDITIONAL PROVISION.

Qualification requirements, including academic degree, experience and any other, will be established by the U.S. Forces for each labor category and job position as established by the Agreement on Defense Cooperation, Annex 8, article 5.1. It will also be at the U.S. Forces discretion the assignment of levels within each labor category.