

COLLECTIVE BARGAINING AGREEMENT OF THE

CENTER FOR ECOLOGICAL RESEARCH AND FORESTRY APPLICATIONS (CREAF)

CHAPTER I. SCOPE AND VALIDITY

Art. 1. Scope of application

This agreement regulates the legal-labor relations and is applicable to all the labor staff of the Center for Ecological Research and Forestry Applications (hereinafter referred to as CREAM), with the exception of staff with senior management contracts.

The staff of other institutions, attached to CREAM, is not regulated by this agreement, but in accordance with article 14 of the Government Agreement GOV / 155/2010 of September 7, 2010, by which the statutes of CREAM (DOGC 5716 of September 16, 2010) are approved.

Art. 2. Initiation, extension, revision and termination

The present agreement shall be in force from July 1, 2018 to January 31, 2024, and shall be understood to be tacitly extended for annual periods, if there is no express denunciation, total or partial, by any of the signatory parties, two months before the end of its period of validity or of any of its extensions. The negotiation may be total or partial depending on the proposals made by the parties.

The agreements with economic content regulated in Article 37 of this Agreement are an exception, and shall be in force only for the period of time specified in that article.

Once the Agreement has been denounced, within the time specified in the first paragraph of this article, the signatory parties shall begin talks within a period of no more than one month prior to the date of expiration of the agreement or its extension. During the negotiation process, the current Agreement shall remain in force.

Art. 3. Priority of norms. Suppletive rules

The work conditions of this Agreement have the normative value granted by law to collective bargaining agreements. All that is not expressed in this Agreement shall be adjusted, as supplementary law, to the provisions of the general and labor legislation in force.

In the event that during the term of the Agreement a sectoral agreement is signed (for

example, for public research centers), the Joint Committee shall try to adapt the current agreement to the sectoral agreement in such a way that in no case will the workers be adversely affected. Likewise, if during the term of this Agreement there are changes in the legislation on matters affecting the rules contained herein, the Joint Committee shall meet in order to adapt the Agreement to the new situation.

Art. 4. Absorption and compensation

The improvements established in this Agreement, valued in annual global computation, are compensated with those of any type currently enjoyed by the workers affected by it. Likewise, they are compensable and absorbable, valued on an annual basis, with respect to the economic improvements that may be established in the future by legal provisions, which shall only be effective and applicable if, considered as a whole and on an annual calculation, they exceed those of this agreement.

No employee affected by this agreement, as a result of its application, may receive a lower remuneration as a whole than that which he/she enjoyed until its application.

CHAPTER II. JOINT COMMITTEE AND CONFLICT RESOLUTION

Art. 5. Monitoring of the Agreement.

1. A Joint Committee shall be set up within one month of signing this Agreement, for the interpretation and monitoring of compliance with this agreement, dealing with any new developments concerning its application, as well as any doubts that may arise from its interpretation or modification.
2. The Joint Committee will be made up of at least two members representing CREAM Management and two members representing the staff. The number of members will increase by one member for each of the parties to the agreement, in proportion to the increase in the number of members of the Works Committee. A chairman will be chosen on a rotating basis between the two representations for a period of nine months, whose task will be to convene and moderate the meetings.
3. This Committee shall meet at the request of either party, by means of a prior call with an agenda which shall be made known to the other party at least five work days in advance.
4. The Joint Committee may use the advisory services that are freely designated by each of the parties. This advisory body may attend the meetings with the right to observe but not to vote.
5. The Joint Committee shall draw up in the first session the regulations for the functioning of this Committee.

6. The agreements reached in the Committee shall be fully valid and effective within the scope of this Agreement, and shall be made public.

Art 6. Conflict resolution

1. In all matters arising from the interpretation of this agreement on which no agreement is reached within the Joint Commission, both parties agree to submit to the procedure for conflict resolution established by the regulations on the operation of mediation and arbitration of the Labor Court of Catalonia.

2. When agreement is not reached on the modification of working conditions established in the agreement by application of the provisions of Article 82.3 of the Workers' Statute, both parties shall resort to the procedure for the resolution of discrepancies established in the regulations on the functioning of mediation and arbitration of the Labor Court of Catalonia.

CHAPTER III. ORGANIZATION OF WORK

Art. 7. General rules

1. The organization of work, in accordance with the provisions of this Agreement and the legislation in force, is the exclusive power and responsibility of the Management of the Centre.

2. The management of CREAF, when there are proven economic, technical or organizational causes, as described in the Sixteenth Additional Provision of the Workers' Statute, may agree to substantial modifications of working conditions. Substantial modifications of the working conditions will be considered, among others, those that affect the following matters:

a) Work day.

b) Work hours and distribution of work time.

c) Shift work regime.

d) Remuneration system.

e) Work and performance system.

f) Functions, when they exceed the limits for functional mobility established in Article 39 of

the Workers' Statute.

It shall be understood that the causes referred to in this article are met when the adoption of the proposed measures contributes to improving the situation of the center through a more adequate organization of its resources, guarantees the obligatory budgetary balance, favors its competitive position or responds to the requirements of the demand.

3. The substantial modification of the work conditions may affect the conditions recognized to the workers in the employment contract, in collective agreements or pacts or enjoyed by them by virtue of a unilateral decision of the employer with collective effects.

Substantial modifications of work conditions may be of individual or collective nature.

A modification is considered to be of a collective nature if, within a period of ninety days, it affects at least:

- a) Ten workers, in the event that CREAM has less than one hundred workers.
- b) Ten percent of the number of workers in the company in the event that CREAM has between one hundred and three hundred workers.
- c) Thirty workers, in the event that CREAM has three hundred or more workers.

A modification is considered to be of an individual nature if, in the same reference period, does not exceed these limits.

4. The decision to make a substantial modification of work conditions of an individual nature must be notified by the employer to the worker affected and to his/her legal representatives at least thirty days in advance of the date on which it becomes effective.

In the cases provided for in paragraphs a), b), c), d) and f) of section 1 of this article, if the employee is harmed by the substantial modification, he/she will have the right to terminate his/her contract and receive an indemnity of twenty days' salary per year of service, prorated by months for periods of less than one year and with a maximum of nine months.

Without prejudice to the effectiveness of the modification within the aforementioned period of effectiveness, the employee who, not having opted for the termination of his contract, is dissatisfied with the employer's decision may challenge it before the competent jurisdiction. The judgment will declare the modification justified or unjustified and, in the latter case, will recognize the employee's right to be reinstated in his previous conditions.

When, in order to circumvent the provisions contained in the following paragraph of this article, the center makes substantial modifications to the working conditions in successive periods of ninety days in a number lower than the thresholds referred to in the last paragraph of section 3, in the absence of new causes justifying such action, such new

modifications shall be considered to have been made in breach of law and shall be declared null and void.

5. The decision of substantial modification of working conditions of a collective nature must be preceded by a period of consultation with the legal representatives of the workers of a duration of not less than fifteen days. Said consultation period must deal with the causes motivating the business decision and the possibility of avoiding or reducing its effects, as well as the measures necessary to mitigate its consequences for the affected workers.

During the consultation period, the parties must negotiate in good faith, with the aim reaching an agreement. Such agreement shall require the agreement of the majority of the members of the Works Committee.

When the consultation period ends with an agreement, it will be presumed that the justifiable causes referred to in paragraph 2 have been met, and it may only be challenged before the labor courts for the existence of fraud, fraudulent intent, coercion or abuse of rights in its conclusion. The agreement with the legal representation of the workers in the consultation period shall be understood without prejudice to the right of the affected personnel to exercise the option foreseen in the second paragraph of section 4 of this article.

6. If the consultation period ends without agreement, the employer shall notify the personnel affected of his/her decision on the modification, which shall take effect once the period referred to in section 4 of this article has elapsed.

The decisions referred to in this paragraph may be challenged in a collective dispute, without prejudice to the individual action provided for in section 4 of this article. The filing of the conflict shall paralyze the processing of the individual actions initiated until its resolution.

7. The modification of the working conditions established in this agreement shall be carried out in accordance with article 82.3. of the Workers' Statute.

8. As regards transfers, the provisions of the specific rules set forth in Article 40 of the Workers' Statute shall apply.

Article 8. System of incompatibilities.

The rules contained in the legislation on incompatibilities of the personnel in the service of the Public Administration, and in particular Law 21/1987, of November 26th, on incompatibilities of the personnel in the service of the Administration of the Generality of

Catalonia; the State Law 53/1984, of December 26th, on Incompatibilities of the Personnel in the Service of the Public Administrations; Decree 98/1985, of April 11th; as well as the development rules dictated on the matter, shall be fully applicable to the personnel included within the scope of this Agreement.

Consequently, all workers are obliged, prior to their incorporation into the company, to declare any activity, public or private, which they carry out or wish to carry out, the declaration of compatibility being subject to the decision of the competent authority.

Any worker who is in CREAM and who wishes to carry out any activity, public or private, must request the appropriate compatibility in the company, in accordance with the provisions of the aforementioned legislation.

Any worker who must leave work due to incompatibility arising as a result of the application of the legislation in force is entitled to be granted voluntary leave of absence under the terms and conditions established by law.

In the event of termination of employment or leave of absence of any CREAM employee, the latter shall not carry out acts or activities of unfair competition and the provisions of article 21 of the Workers' Statute shall apply.

CHAPTER IV. CLASSIFICATION OF PERSONNEL

Art. 9. General Rules

The classification of personnel shall be carried out in accordance with the provisions of this Agreement. The designations and classifications of personnel set forth in the following articles are merely enunciative and do not imply the obligation to have all the levels and categories outlined covered if the needs and volume of the Center do not require it, in the opinion of the Center's Management.

The Center, with the agreement of the Works Committee, reserves the possibility of expanding the professional categories within its powers of work organization, taking into account the proportionality of the personal classification scheme contained in Article 11 of this Agreement in terms of salaries and merits.

Art. 10. Professional groups

All CREAM's contracted staff shall be divided into the following professional groups:

Group I: Research Staff: This group comprises the following categories:

A. Staff Research Personnel

These research personnel are responsible for the development of the center's lines of research, including publications, research projects and the training of new research personnel.

R1. Head of Research

R2. Group Leader

R3. Senior Researcher

R4. Leading Researcher

The categories from R1 to R4 are permanent staff, i.e. they have a permanent contract and their salary is covered by the structural funds of the center.

B. Contracted Research Personnel

The research personnel in this line are responsible for the total or partial development (depending on their category) of the tasks described in the project on which they depend, including publications and the training of new research personnel.

I0. Level 0 Researcher

I1. Level 1 Researcher

I2. Level 2 Researcher

I3. Level 3 Researcher

I4. Postdoctoral Researcher

I5. Predoctoral Researcher

The salary of categories I0 to I5 is paid by the project on which they depend.

Group II: Technical and Administration and Services Personnel: Includes the following categories:

A. Technical personnel:

Corresponds to technical personnel supporting research, performing tasks directly linked

to research, both in the field and in the laboratory and in data analysis and processing.

- T1. Technical Chief
- T2. Technical Manager (levels A and B)
- T3. Qualified Technician (levels A and B)
- T4. Support Technician (levels A and B)
- T5. Assistant (levels A and B)
- T6. Auxiliary

Levels A and B of each category indicate more and less experience, respectively, within the same category. The transition from B to A will occur automatically after three years of contract at the center (two years in the case of T5), or earlier if the project manager so determines.

B. Administration and Services Personnel:

The Administration and Services staff is responsible for technical, economic and administrative management, as well as support, advice and assistance in the development of CREAM's functions.

- A1. Manager
- A2. Area Manager
- A3. Technical Responsible (levels A and B)
- A4. Qualified Technician (levels A and B)
- A5. Support Technician (levels A and B)
- A6. Assistant (levels A and B)
- A7. Auxiliary

Levels A and B of each category indicate more and less experience, respectively, within the same category. The transition from B to A will occur automatically after three years of contract at the center (two years in the case of A6), or earlier if the project manager so determines.

Art. 11. Professional categories. Description and tasks to be performed

Staff Research Personnel	Level Description	Tasks to be performed
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<p>R1. Head of Research</p>	<p>Doctoral research staff of recognized value that leads a large group or different groups of people. With extensive experience in research, training of research personnel, coordination of projects and tasks of responsibility in the management of R&D&I activities.</p>	<ul style="list-style-type: none"> - Coordination of the people in charge. - Training of research and technical personnel. - Coordination of research projects, contracts and agreements. - Coordination of products and publications. - Highly responsible scientific responsibility (e.g. major projects and infrastructures; relevant participation in international relevant participation in international committees and programs).
<p>R2. Group Leader</p>	<p>Doctoral research staff of recognized value who leads a group of people. With extensive experience in research, training of research personnel, project coordination and tasks of responsibility in the management of R&D&I activities.</p>	<ul style="list-style-type: none"> - Coordination of the people in charge. - Training of research and technical personnel. - Coordination of research projects, contracts and agreements. - Coordination of products and publications. - Scientific management (e.g., participation in national and international committees and programs).
<p>R3. Senior Researcher</p>	<p>Doctoral research staff with extensive experience in research, training of research personnel, coordination of research projects and management of R&D&I activities.</p>	<ul style="list-style-type: none"> - Coordination and execution of research projects, contracts and agreements. - Coordination and preparation of products and publications. - Participation in the management of scientific activities.

R4. Leading Researcher	Doctoral research staff who have assumed relevant responsibilities in the center and perform their work autonomously. He/she carries out tasks of coordination of research projects and training of research personnel.	<ul style="list-style-type: none"> - Training of research and technical personnel. - Coordination and execution of research projects, contracts and agreements. - Prepare products and publications.
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Contracted research personnel	Level description	Tasks to be performed
I0. Level 0 Researcher	Doctoral research staff of recognized value who leads a group of people. With extensive experience in research, training of research personnel, project coordination and tasks of responsibility in the management of R&D&I activities.	<ul style="list-style-type: none"> - Coordination of the people in charge. - Training of research and technical personnel. - Coordination of research projects, contracts and agreements. - Coordination of products and publications. - Scientific management (e.g. participation in national and international committees and programs).
E1. Level 1 Researcher	Doctoral research personnel with extensive experience in research, training of research personnel, coordination of research projects and management tasks of R&D&I activities. He/she performs these research tasks autonomously within the framework of the project on which he/she depends.	<ul style="list-style-type: none"> - Training of research and technical personnel. - Coordination and preparation of products and publications. - Participation in the management of scientific activities. - Eventually, search for complementary funds to those of the project on which he/she depends.

I2. Level 2 Researcher	Doctoral research personnel who carry out training tasks for research personnel and the production of products and publications. Performs research tasks autonomously within the framework of the project on which he/she depends.	<ul style="list-style-type: none"> - Training of research and technical personnel. - Development of products and publications. - Eventually, search for complementary funds to those of the project on which he/she depends.
E3. Level 3 Researcher	Doctoral research personnel with moderate professional experience who perform their work autonomously within a research group. He/she carries out training activities for research personnel and coordinates tasks within research projects,	<ul style="list-style-type: none"> - Training of research and technical personnel. - Development of products and publications. - Eventually, search for complementary funds to those of the project on which he/she depends.
E4. Postdoctoral Researcher	Doctoral research personnel who carry out research tasks after completing their doctoral thesis.	<ul style="list-style-type: none"> - Research tasks in projects, contracts and research agreements. - Preparing products and publications.
I5. Predoctoral Researcher	Undergraduate or graduate student who is starting out in research, in order to write his or her doctoral thesis.	<ul style="list-style-type: none"> - Preparing the doctoral thesis. - - Preparing products and publications.

Technical personnel	Level	Level description	Tasks to be performed
T1. Technical Chief		Personnel with a university degree or equivalent who coordinates one of the technical areas of the center with full autonomy and a high degree of initiative and responsibility.	<ul style="list-style-type: none"> - Coordination of all activities within the corresponding technical area. - Coordination of the human team of his/her area. - Participation in preparation, requests and management of projects, contracts and agreements.

<p>T2. Technical Manager</p>	<p>A</p>	<p>Personnel with a university degree or equivalent who have assumed very relevant technical responsibilities in the center, with recognized experience in the same, and having a high degree of autonomy, initiative and responsibility.</p>	<ul style="list-style-type: none"> - Participation in projects, contracts and agreements, sometimes helping to formulate them and coordinating part of them. - Preparation of products, reports and publications. - Coordination of the functions performed by the team in his/her charge.
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	<p>B</p>	<p>Personnel with a university degree or equivalent who have assumed relevant technical responsibilities in the center and with a high degree of autonomy, initiative and responsibility.</p>	<ul style="list-style-type: none"> - Participation in projects, contracts and agreements, sometimes helping to formulate them and coordinating part of them. - Preparation of products, reports and publications. - Coordination of the functions performed by the team in his/her charge.
<p>T3. Qualified Technician</p>	<p>A</p>	<p>Personnel with a university degree or equivalent who perform qualified functions with high specialization and responsibility within their work group, with recognized experience in the same.</p>	<ul style="list-style-type: none"> - Participation in the preparation of products and reports. - Specialized field, laboratory and office tasks. - Other specialized tasks assigned by the project manager or delegated by him/her.
	<p>B</p>	<p>Personnel with a university degree or equivalent who perform qualified functions with high specialization and responsibility within their work group</p>	<ul style="list-style-type: none"> - Participation in the preparation of products and reports. - Specialized field, laboratory and office tasks. - Other specialized tasks assigned by the project manager or delegated by him/her.

T4. Support Technician	A	Personnel with higher vocational training degree or similar who perform support functions, with recognized experience in the same.	<ul style="list-style-type: none"> - Field, laboratory and office support tasks. - Use of equipment with a high degree of experience and knowledge - Those entrusted by the project manager or to whom he/she delegates.
	B	Personnel with a higher vocational training degree or similar who perform support duties	<ul style="list-style-type: none"> - Field, laboratory and cabinet support tasks. - Use of equipment with a high degree of experience and knowledge. - Those entrusted by the project manager or to whom he/she delegates.
T5. Assistant	A	Personnel with an intermediate vocational training degree or similar who perform basic support functions, with recognized experience in the same, reporting to the project manager or to the person delegated by him/her.	<ul style="list-style-type: none"> - Basic field, laboratory and office support tasks. - Use of equipment that requires training - Those entrusted by the project manager.
	B	Personnel with an intermediate vocational training degree or similar who perform basic support functions, reporting to the project manager or to the person delegated by him/her.	<ul style="list-style-type: none"> - Basic field, laboratory and office support tasks. - Use of equipment that requires training - Those entrusted by the project manager
T6. Auxiliary		Personnel who do not require a minimum qualification and who perform basic support functions, reporting to the project manager or to whom he/she delegates.	<ul style="list-style-type: none"> - Simple tasks, with detailed and delimited instructions. - Those entrusted by the project manager

Administration and Services Personnel		Level description	Tasks to be performed
A1. Manager		Personnel with a university degree or equivalent, responsible for administering and managing the center's assets and budget, and for directing the Administration and Services staff.	<ul style="list-style-type: none"> - Analyze the financial status of the center and review the treasury management. - Coordinate the activities of the center's Administration and Services staff. - Coordinate the investment strategy and efficient use of infrastructure and services. - Responsible for finances to the administration and the different governing bodies.
A2. Area Manager		Personnel with a university degree or equivalent who coordinate one of the center's support areas with full autonomy and a high degree of initiative.	<ul style="list-style-type: none"> - Coordination of all activities within one of CREAM's support areas. - Coordination of the human team in your area. - Participation in the development, application and management of projects
A3. Technical Responsible	A	Personnel with a university degree or equivalent, or with equivalent knowledge equated by the center, with consolidated experience in the exercise of their professional category and with a high degree of autonomy, initiative and responsibility	<ul style="list-style-type: none"> - Supervision, management and / or direction of certain activities within a support area. - Performing complex support and management tasks. - Coordination of the functions performed by the team in his/her charge.
	B	Personnel with a university degree or equivalent, or with equivalent knowledge recognized by the center, with experience in the exercise of their professional category and with a high degree of autonomy, initiative and	<ul style="list-style-type: none"> - Supervision, management and/ or direction of certain activities within a support area. - Performing complex support and management tasks. - Coordination of the functions performed by the team in his/her

		responsibility.	charge.
A4. Qualified Technician	A	Personnel with a university degree or equivalent, who perform functions with high specialization and responsibility within their work group, and with recognized experience in the same.	<ul style="list-style-type: none"> - Performing specialized support and specialized support and management tasks. - Performance of technical tasks of practical execution involving supervision of their manager.
	B	Personnel with a university degree or equivalent, who perform functions with high specialization and responsibility within their work group,	<ul style="list-style-type: none"> -Performing specialized support and specialized support and management tasks. - Performance of technical tasks of practical execution involving supervision of their manager.
A5. Support Technician	A	Personnel with a higher vocational training degree or similar who perform support functions, with recognized experience in the same.	<ul style="list-style-type: none"> - Performing support and management tasks. - Other tasks that involve the supervision of their manager.
	B	Personnel with higher or similar vocational training degrees who perform support functions.	<ul style="list-style-type: none"> - Performing support and management tasks. - Other tasks that involve the supervision of their manager
A6. Assistant	A	Personnel with a mid-level vocational training degree or similar who perform basic support functions, reporting to their manager and with recognized experience in the functions.	<ul style="list-style-type: none"> - Performance of basic support tasks. - Other tasks entrusted to him/her by his/her manager.

	B	Personnel with a mid-level vocational training degree or similar who perform basic support functions, reporting to their manager.	<ul style="list-style-type: none"> - Performance of basic support tasks. - Other tasks entrusted to him/her by his/her manager.
A7. Auxiliary		Personnel who do not require a minimum qualification and who perform basic support functions, reporting to their manager.	<ul style="list-style-type: none"> - Basic tasks, with detailed and delimited instructions. - Those entrusted by the manager.

In the event that an employee disagrees with the professional category to which he/she is assigned, he/she may request a review of his/her placement in this category by informing the Works Committee, which will inform CREAM management.

Art. 12. Higher or lower category jobs

1. In the event that a worker is assigned to a job corresponding to a higher category, he/she shall receive the salary of the latter, and if he/she does so for six months in a year, or for eight months not consecutive in a period of twenty-four months, he/she may request classification in the new category, provided that he/she has the appropriate qualifications for the job, without prejudice to the possibility of claiming the corresponding difference in salary.

2. In special cases, for specific needs and for the essential time, the company may assign personnel to perform work in professional categories lower than theirs, with prior notice to the Works Committee.

The personnel assigned to work in a lower category shall always be the personnel available in the immediately higher category.

The affected personnel, during this period, shall continue to receive the total remunerations of their professional category and shall maintain the other rights derived from the same.

CHAPTER V. WORK TIME

Art. 13. Work calendar

The Management of the Center, in agreement with the workers' representatives, shall draw up, no later than December of the preceding year, the work calendar for the following year, in which the holidays and vacation periods shall be specified.

The Management shall post the work calendar on the CREAM notice board and on its intranet (work section) for the information of all staff.

Art. 14. Work day

In accordance with DA 71 of the LPGE 2012 (basic state legislation), the work day has been set at 1605 hours per year for all CREAM staff (37.5 hours of effective work per week on average in annual calculation).

Annually, and taking advantage of the preparation of the work calendar, the Management of the Center and the representatives of the employees will agree, for all the personnel, the regularization of the annual calculation of work hours calculated from the holiday period of the month of August, and taking into account the Christmas and Easter holidays established in article 18 of the present Agreement. This regularization may give rise to days and/or hours of paid leave, being the Management of the Center and the Works Committee who will agree the moment in which these days and/or hours will be taken. Each employee may change these pre-established days as long as there is an agreement with the person in charge.

In the event that the basic state regulations or the Catalan regulations allow a return to the 35-hour workday, the appropriate modification of the work schedule shall be agreed upon with the Works Committee.

Art. 15. Vacation and rest periods

1. All personnel with more than one full year of work have the right to 22 work days of paid annual vacation. These vacations will be enjoyed during the month of August, although, exceptionally, they may be enjoyed at another time, provided that this change does not alter the operation of the Center, and in agreement with the responsible manager. For its calculation, the number of hours established in the work day of the center will be taken into account, and it will be calculated per calendar year (from January 1 to December 31). If the work period is less than one year, vacations will be proportional to the time worked during the calendar year. The beginning of the vacation is established to be on a work day.

The vacation period shall be completed before the 31st of January of the year following that in which the vacation is due.

2. The personnel who cannot enjoy the vacations in the established period, due to being on sick leave, shall not lose the right to enjoy the number of days of vacations coinciding with

the sick leave, and will be able to enjoy them immediately after obtaining the medical discharge, even if the calendar year to which they correspond has ended and provided that not more than eighteen months have elapsed since the end of the year in which they originated.

In the event that maternity leave coincides with a vacation period, such vacation must be taken immediately at the end of the leave.

In the event of a conflict of interests between the personnel whose vacation schedule is modified as a consequence of the leave of absence and those personnel of the same group who already had scheduled vacation, the latter shall have preference over the other.

3. The personnel will enjoy a paid rest during the Christmas period (from December 24 to January 6, both inclusive), and during the 4 working days of Easter. If for professional or work organization reasons these leaves are not taken during the periods indicated, the affected personnel will be compensated with rest days. In case of other reasons, these leaves will not be cumulative if they are not taken during the indicated periods of time. These rest periods will be proportional to the time worked up to the date of commencement of these leaves.

Art. 16. Work hours

1. The ordinary weekly work schedule may be established between 8:00 a.m. and 6:00 p.m., from Monday to Friday. Exceptionally, the schedule may be modified always in agreement with the group leader.

2. All personnel shall be entitled to a daily paid break of thirty minutes between work, in addition to the mandatory lunch break when the workday is split.

3. During the months of July and August there shall be an intensive workday, which may be established between 7:30 am and 3:00 pm.

Art. 17. Additional work

1. CREAM's labor personnel may carry out extra work outside work hours. These tasks will be offered, if applicable, by the project leaders and financed by the projects themselves.

These extra tasks can be compensated by means of rest days or they will be paid with the value of the overtime, at the employee's choice. The value of the overtime will be the value of the normal hour according to the type of work to be performed multiplied by 1.25.

2. The excess of overtime worked to prevent or repair accidents or other extraordinary and urgent damage shall not be taken into account in calculating the maximum number of legally authorized overtime hours. Their performance shall be mandatory for the employee, without prejudice to their compensation as overtime.

Art. 18. Remote work

The center allows its personnel to work remotely. In order to be able to use this method, the nature of the work must allow it and the person responsible for the people who will engage in this work must agree with the form, control and duration.

Art. 19. Unpaid reduction of the work day

1. Apart from the reductions of the work day with proportional reduction of salary that the applicable regulations contemplate, the personnel who, due to legal guardianship, have direct care of an infant under the age of twelve, or of a mentally, physically or sensorially handicapped person who does not perform any paid activity, as well as those who have direct care of a family member, shall also be entitled to an unpaid reduction of the work day, up to the second degree of consanguinity or affinity, with a recognized disability or handicap of more than 65%, who depends on them and requires special dedication, or for reasons of age or illness who cannot fend for themselves, has the right to an unpaid reduction of the work day in the following terms:

Type of reduction	Percentage of reduction of remuneration
1 hour	8%
1/3 of day	20%
1/2 of day	40%

2. The concession of the reductions of work day mentioned in the previous section, is incompatible with the development of any other economic activity, remunerated or not remunerated, during the hours that are the object of the reduction.

3. Personnel who are less than five years away from retirement age may obtain, upon request, the reduction of the work day by half, with the proportional reduction of remuneration, provided that the needs of the work permit it.

CHAPTER VI. LEAVES OF ABSENCE

Art. 20. Paid leaves of absence

1. Paid and non-recoverable leaves of absence shall be granted for the following duly justified reasons:

- a) 15 consecutive calendar days in case of marriage or constitution, in the terms established by the legislation in force, of a common-law couple. It can be taken within one year from the date of marriage or the beginning of the cohabitation.
- b) 1 day for the marriage of a relative up to the second degree of consanguinity or affinity, extendable to 2 days if it is celebrated outside Catalonia. The day of the marriage must coincide with a day of effective rendering of services.
- c) For the death, accident or serious illness of a relative up to the second degree of consanguinity or affinity: 3 working days at the same location of the place of work, 5 at another location.

In order to benefit from the leave for serious illness it is necessary to document the severity of the serious illness, without it being understood that the seriousness of the illness is accredited by the fact of the surgical intervention itself. The leave for serious illness or accident of a family member is incompatible with the leave for hospitalization of a family member. It is always necessary to justify the event causing the leave due to death, accident or serious illness of a family member. These days can be taken separately, within 10 calendar days following the beginning of the causal event.

Within this section, in order to take care of a first-degree relative due to a serious illness, the employee will be entitled to a reduction of up to 50% of the work day, with pay, for a maximum period of one month. The corresponding level of severity must be documented. It can only be granted once for the same causal event and the same serious illness.

Exceptionally, in cases of extreme severity in relatives of first degree of consanguinity, affinity or under guardianship, the personnel will be able to enjoy an unpaid special leave while this situation lasts, which will be appreciated by the Joint Committee, as long as the leave days and the vacation period have been exhausted.

- d) For the hospitalization of a relative up to the second degree of consanguinity or affinity: 2 work days at the same location of the place of work, 4 at another location. Exceptionally, and for duly justified reasons, it may be extended up to 6 work days.

This leave includes hospital admission of at least 24 hours; surgical interventions performed in day hospital; medical emergencies as long as a hospital admission is

derived, as well as major outpatient surgery as long as it is performed in day hospital and this reference is included in the documentation presented. Hospitalization leave is incompatible with leave for death, accident or serious illness of a family member. These days may be taken separately, within 10 calendar days following the beginning of the causal event.

- e) 1 day for moving from the habitual domicile, 2 days if the distance between the domiciles is more than 25 km.
- f) The indispensable time for the fulfillment of an inexcusable duty of a public or personal nature, including the exercise of active suffrage.

When the fulfillment of this duty results in the impossibility of working more than 20% of the work hours in a period of 3 months, CREAM may place the employee on leave of absence under the terms established in article 46.1 of the Workers' Statute.

If the employee, for the fulfillment of the duty or development of the position, receives an indemnity, the amount will be deducted from the salary that he/she is receiving from the company.

- g) To perform union or worker representation functions, in the terms established by law and in this Agreement.
- h) Leave for medical care: for the time required for medical care for a medical visit of the employee, spouse, common-law spouse (accredited according to the Law), children under 18 years of age or disabled family members up to the second degree of consanguinity. The permission must be authorized in advance by the person in charge of the area and by the person designated by the CREAM Management (communicating it to the Human Resources Department). In all cases, proof of attendance must be presented.
- i) The time required for the performance of prenatal examinations and birth preparation techniques with prior notice and justification of the need to perform them within the work day.
- j) In the case of childbirth, seventy uninterrupted weeks, extendable in case of multiple births by two additional weeks for each child from the second one inclusive. The period of suspension can begin before or immediately after the birth, provided that the mother has at her disposal the six weeks immediately following the birth. In the case of the mother's death, the father will be able to make use of the totality or, in his case, of the remaining part of the period of suspension.

Notwithstanding the above, and without prejudice to the six weeks of obligatory rest after the birth, in the event that the father and mother work, when the maternity leave period begins, the latter will be able to opt for the father to enjoy a determined and uninterrupted part of the rest period after the birth, either simultaneously or successively with that of the mother, provided that at the moment of the incorporation

to work of the mother entails no risk for her health.

In the cases of birth of premature children and in those in which for any other cause the child has to be hospitalized after the birth, the maternity leave will be extended for the whole time of hospitalization with a maximum of 13 additional weeks.

- k) In the cases of birth of premature children or that, for any reason, these have to remain hospitalized after the birth, the employee has the right to be absent from work for up to a maximum of two hours per day. Likewise, he/she shall have the right to reduce the work day up to a maximum of two hours, with a proportional reduction in salary.
- l) For adoption and fostering, both pre-adoption and permanent, the leave will last for an uninterrupted period of sixteen uninterrupted weeks, extendable in the case of multiple adoption or fostering in two more weeks for each child from the second one included, to be counted, at the option of the employee, from the administrative or judicial decision of fostering or from the judicial resolution by which the adoption is constituted.

Where the mother and father both work, this must be split at the discretion of the parties concerned, who may benefit simultaneously or successively, always in uninterrupted periods. In the cases in which they enjoy simultaneous periods of rest, the sum of the periods cannot exceed sixteen weeks or those corresponding in the case of adoption or multiple adoption.

In the cases of international adoption, the permission established for each case in this section can begin up to six weeks before the resolution by which the adoption is constituted. In addition, it is possible to enjoy a permit up to 2 months, when it is necessary the previous travel of the parents to the country of origin of the adopted person.

- m) As leave for birth, adoption or permanent or pre-adoption fostering of a child, for the parent who does not have maternity leave, 5 consecutive work days within the 10 days following the date of birth or arrival of the adopted or foster child to the family home. It is extended to 10 days if there are 2 children, and 15 days if there are 3 or more.
- n) As paternity leave, four consecutive weeks (28 days) from the end of the child's birth leave, from the judicial resolution by which the adoption is constituted or from the administrative or judicial decision of acceptance, until the end of the maternity leave or immediately after the end of this leave.
- o) For breastfeeding a child under 12 months of age, the personnel will have the right to two hours of absence from work per day, which may be divided into two fractions, or it may be substituted by a reduction of the work day by two hours (that recognized by current legislation plus that recognized by CREAM) for the same purpose. The leave may be requested indistinctly by one or the other parent, when both parents work. In order to obtain the leave, it will be necessary to present a photocopy of the family record book and a certificate from the spouse's company stating that the spouse does

not already have this leave. When breastfeeding is for more than one child, the time will be increased by one hour for each child from the second one included.

These hours may be compacted to be enjoyed in a single work day, consecutive or divided by weeks, without altering the starting time of the leave period and according to the needs of the service.

- p) The special needs of employees who have children with mental, physical or sensory disabilities shall be taken into account. They will be guaranteed, as a minimum, a flexible schedule that will allow them to reconcile the schedules of the special education centers, or other centers where the disabled child receives care with the schedules of their own workplaces, taking into account the situation of the family home. For this purpose, the employee shall enjoy two hours of daily flexible work hours.
- q) Personnel with disabled children are entitled to paid leave to attend ordinary coordination meetings for psycho-pedagogical purposes at the special education or early care center where the child is being treated, or to accompany him/her if he/she needs additional support in the health care setting.
- r) Personnel studying in official centers will be eligible to receive paid leave for the entire work day on the date of performance of the end-of-course and partial exams.. In all cases it is obligatory to present proof of attendance to the aforementioned tests. This permission must be requested at least 72 hours in advance.
- s) The Center may grant permission to attend courses, whether or not included in the national agreement for continuing education, research projects, doctoral theses, congresses, scientific meetings, etc. In order for this leave to be remunerated, this nature must be expressly stated in the concession. In this case, the costs of registration, travel and accommodation may be borne by the Center. In the event that the employee benefits from public or private grants or allowances, the Center shall pay only the difference between the amount of such grants or allowances and the employee's salary.

2. All leave shall be taken immediately after the occurrence of the event that causes it or at the same time as appropriate, except where otherwise indicated.

3. The concession of the reductions of the work day mentioned in the previous sections is incompatible with the development of any other economic activity, paid or unpaid, during the hours that are the object of the reduction.

Art. 21. Unpaid leave of absence

1. In accordance with the needs of the Center, the merits of the interested party, seniority and the period elapsed without having made use of the present leave, nor of that contemplated in article 23.r, unpaid leave may be granted, with reservation of the place of

work, in order to undertake advanced training courses.

2. All personnel may request up to fifteen work days of unpaid leave per year, which shall be granted if it is made with fifteen days' notice, provided that the project manager agrees. In case of disagreement, the joint committee shall decide.

Art. 22. Leaves of absence

1. The leave of absence may be forced, special or voluntary:

Forced leave of absence: it shall entitle to the preservation of the place of work and to the computation of the seniority during its duration, and shall be granted, subject to prior written notice to the Center, in the following cases:

- (a) Per designation or election to public office that makes attendance at work impossible. The reinstatement shall be requested within the month following the cessation of the position.
- b) For the exercise of trade union actions, of provincial or higher scope, provided that the trade union to which the employee belongs has sufficient legal representation within the scope of this Agreement. The reinstatement shall be requested within the month following the cessation of the position.
- c) For illness, once the first 18 months of temporary disability have elapsed, and for all the time that the employee remains in this situation, even if the company has stopped paying contributions.

Special leave: the period during which the employee remains in this situation will be computable for seniority purposes, he/she will have the right to attend professional training courses and during the first year he/she will have the right to reserve his/her work place. After this period has elapsed, the reservation will be referred to a job in the same professional group or equivalent category. It shall be granted, subject to prior written notice to the Center, in the following cases:

- (a) To attend to the care of a spouse or relative, up to the second degree of consanguinity or affinity, who for reasons of age, accident, illness or disability, duly accredited, is unable to care for himself/herself and does not carry out paid activity. The application must be presented at least one month in advance, in case of emergency situations conveniently accredited. This leave of absence will be granted for a maximum period of three years. The reinstatement shall take place within the month following the disappearance of the cause for which the leave of absence was granted or the expiration of the term granted; otherwise, the transfer of the employee to the situation of voluntary leave of absence shall be officially declared.
- b) To attend to the care of each child, by birth, adoption or permanent or pre-adoptive foster care, in the terms provided in the legislation in force. When the father and mother work in the same Center, only one of them will be able to enjoy this leave of absence. Successive children will give rise to a new period of leave which, in their case,

will end the one they have been enjoying. This leave will be granted for a maximum period of three years. The reinstatement shall take place within the month following the expiration of the granted term; otherwise, the transfer of the employee to the voluntary leave of absence shall be declared ex officio.

- c) For a maximum of one year for all employees who wish to dedicate themselves to perfecting their professional activity, duly accredited and evaluated by the joint committee. The leave of absence must be requested at least three months in advance. Reinstatement must be requested at least three months before the end of the leave.

Voluntary leave of absence. Personnel with at least one year of seniority in the company have the right to be granted the possibility of taking voluntary leave of absence. It will be granted for a minimum of four months and a maximum of five years. The voluntary leave of absence retains a preferential right to reinstatement in the Center, in vacancies of the same category that occur, provided that he/she has expressed in writing his/her desire to reinstate, three months prior to the end of the leave of absence. This right may only be exercised once again by the same employee if three years have elapsed since the end of the previous leave of absence.

If the granting of the voluntary leave of absence was motivated by the receipt of a scholarship, study trip or participation in advanced training courses specific to the employee's specialization, the employee's seniority will be computed during the aforementioned period of leave of absence, and he/she will have the right to automatically return to work within a maximum period of seven days from the end of the period.

2. With the exception of special leaves of absence, all those who do not request reincorporation within the terms indicated and those who do not reintegrate to the work place within the terms established, shall cause definitive leave of absence from the center.

Art. 23. Temporary disability

In accordance with the Sixth Additional Provision of the Catalan Law 5/2012, the supplements (direct enhancements to the benefit) for temporary disability are as follows:

(a) In the situation of temporary disability derived from common contingencies: from the first to the third day, both days included, fifty percent of the fixed and periodic remuneration received in the month prior to the month in which the incapacity took place; from the fourth to the 20th day, both days included, a supplement which, added to the economic benefit recognized by the Social Security, is equivalent to seventy-five percent of the fixed and periodic remuneration received in the month prior to the month in which the incapacity took place; from the twenty-first day, inclusive, up to one hundred percent of the fixed and per diem remuneration received in the month prior to the month in which the disability took place.

b) Pregnant employees and victims of gender violence in a situation of temporary disability shall receive, from the first day, a supplement to the Social Security economic benefit, up to one hundred percent of the fixed and periodic remuneration received in the month prior to the month in which the disability occurred.

c) In the situations of temporary disability that involve hospitalization or surgery, regardless of whether they survive after the beginning of the disability and as long as they correspond to the same pathological process, as well as those derived from oncological processes, the benefit recognized by the Social Security will be complemented, from the first day, up to one hundred percent of the fixed and periodic remunerations received in the month prior to the month in which the incapacity took place. For this purpose, the following cases of surgical operations will be supplemented as long as they require home repose and derive from the treatments included in the basic portfolio of services of the national health system.

d) In the situation of temporary incapacity derived from professional contingencies, the benefit recognized by the Social Security shall be supplemented, during the entire period of duration of this incapacity, up to one hundred percent of the fixed and periodic remuneration received in the month prior to that in which the incapacity took place.

The references to days made in this section are understood to be made to calendar days.

CHAPTER VII. TRAINING

Art. 24. Training

Attendance to training courses organized and financed by the Center shall be carried out preferably during work hours, and shall be counted as a work day of the personnel.

In this sense, CREAM will organize and finance a minimum of two training courses of general interest each year for CREAM's work staff and open to seconded staff. The subject matter of the courses will be decided during the last quarter of each year for the following year, based on the general and individual needs of the majority.

CREAM may provide financial support for specific training courses for very specific needs of groups within the Center. The decision will be taken by CREAM management on a case by case basis.

CHAPTER VIII. LABOR CONTRACTING

Art. 25. Contracting procedure

1. The contracting of the labor personnel of CREAM, as an organization subject to public law, must necessarily be carried out by means of public call procedures, following both the center's labor contracting regulations and the specific internal protocols for each type of personnel, and in accordance with the following principles:

a) Equality, merit and ability: it is guaranteed that all citizens have the right to access public employment

- in accordance with these constitutional principles.
- b) Publicity of the calls for applications and their bases.
 - c) Transparency.
 - d) Impartiality and professionalism of the members of the selection bodies. e) Independence and technical discretion in the actions of the selection bodies. f) Adequacy between the content of the selection processes and the functions or tasks to be carried out.
 - g) Agility, without prejudice to objectivity, in the selection processes.

It is possible to demand the fulfillment of other specific requirements, which are objectively and proportionately related to the functions assumed and the tasks to be performed.

2. The basic typology (not exhaustive) of contracts which may be made at CREAM is set out in the following articles.

Art. 26. Contract for the performance of a specific scientific and technical research project.

1. In accordance with section 2 of the fifteenth additional provision of the Revised Text of the Law of the Workers' Statute and the twenty-third additional provision of the Law of Science (14/2011), CREAM may enter into employment contracts for work and services determined in article 15. 1.a) of the Workers' Statute, for the performance of specific scientific and technical research projects based on their own autonomy and merit, the execution of which, although limited in time, is of uncertain duration.

These contracts will respond to the needs arising from the obtaining of subsidies from public or private entities as well as from specific agreements for the rendering of services to third parties.

This contract may be formalized with research, scientific or technical personnel.

2. The duration shall be that necessary for the performance of the tasks that are the object of the contract, related to the project of assignment, linkage or assignment of the contract and specified therein. In any case, the duration of the contract will be linked to budget availability.

If the contract establishes a term, this shall be considered indicative according to the work or service that is the object of the contract.

3. At the end of the contract, the personnel under this modality shall have the right to receive compensation for the end of the temporary contract, in the terms legally established.

Art. 27. Interim Contracts

It shall be considered an interim contract the one celebrated to replace a person with the right to reserve the workplace by virtue of a regulation, of this collective bargaining agreement or by individual

agreement.

Art. 28. Contracts for work in internships

1. A contract may be entered into with those persons in possession of a university degree or of intermediate or higher vocational training, or of degrees officially recognized as equivalent, which qualify them for professional practice, within five years of their obtaining it, or seven years when the contract is entered into with a person with a disability.
2. No employee may be hired on an internship contract by the company for a period of more than two years by virtue of the same qualification.
3. If at the end of the contract the employee continues at the Center, a new trial period cannot be arranged, the duration of the internship being calculated for the purposes of seniority in the company.
4. The remuneration of the personnel with an internship contract shall be between 90%, according to the characteristics of the workplace, during the first year, and 100% during the second year, of the amount that appears in the salary scales for the category and functions for which they have been contracted.

Art. 29. Predoctoral contract

This contract will be formalized according to the characteristics specified in article 21 of the Law of Science (14/2011), and will be linked to one of the specific grant programs for the training of doctors.

The category, remuneration and characteristics shall be determined by the specific program that allows the hiring of these personnel.

Art. 30. Contract of access to the Spanish System of Science, Technology and Innovation

1. This contract shall be formalized according to the characteristics specified in article 22 of the Law of Science (14/2011), with those who hold a doctorate degree or equivalent.
2. In the case of specific programs for the hiring of doctors, the category, remuneration and characteristics shall be determined by the specific program that enables the hiring of these personnel.

Art. 31. Partial retirement and relieving contracts

In accordance with the provisions of current legislation, partial retirement may be granted to personnel who agree with the Center to a reduction of their work day and salary, between a minimum of 25% and a maximum of 50%, when they meet the general conditions required by the General Law of Social Security.

The execution of this part-time contract and its remuneration will be compatible with the pension that the Social Security recognizes for partially retired personnel, the labor relationship being extinguished upon reaching full retirement.

In order to subscribe to this part-time contract, in the case of personnel who have not yet reached the age of ordinary retirement, a contract of employment must be signed simultaneously with an employee who is unemployed or who has a fixed-term contract with the Center, with the purpose of substituting the workday left vacant by the employee who is partially retired.

The relief contract may also be entered into to replace employees who have partially retired even though they have reached the normal retirement age.

The reduction in work hours and salary may be up to 75% when the contract of employment is entered into on a full-time basis and for an indefinite term, provided that the employee meets the requirements established in the revised text of the General Law of Social Security.

The duration of the contract may be indefinite or equal to the time remaining for the substituted personnel to reach the age of ordinary retirement.

The position of the relieved personnel may be the same as that of the substitute or a similar one. In any case, there must be a correspondence between the contribution bases of the relieved person and the substitute, in the terms established in the General Law of Social Security.

Art. 32. Probationary period

The newly hired personnel will have to pass a probationary period of 3 months.

Art. 33. Voluntary resignation

Anyone wishing to voluntarily leave CREAM must give written notice to the legal representative of the center (Management or Direction) thirty calendar days in advance.

Failure on the part of the employee to comply with the obligation to give the aforementioned advance notice will entitle the Center to deduct from the settlement the amount of the salary of two days for each day of delay in the notice.

If CREAM receives the notice in due time and form, it will be obliged to pay the employee the corresponding settlement at the end of the employment relationship. Failure to comply with this obligation will entail the right of the employee to be compensated with the amount of the salary of two days for each day of delay in the payment of the settlement, with the limit of the number of days of the notice.

CHAPTER IX. SALARIES AND COMPENSATION

Art. 34. Salary structure

The salary structure of CREAM is made up of the following salary concepts:

- a) Base salary
- b) Supplementary payments
- c) If necessary, a productivity bonus (tranches), a seniority bonus (three years), a bonus for tasks of responsibility, a personal bonus and an exceptional bonus.

a) Base salary:

The base salaries of the personnel of different professional levels are detailed in the salary table of Annex 1 of this Agreement.

b) Extraordinary payments:

The right to receive three extraordinary payments is recognized, which will be paid in June, October and December, respectively. The amount of the extraordinary payments will be determined by the amount of the salary, i.e., base salary, seniority supplement, productivity supplement and, if applicable, personal supplement.

In the case of new incorporations, reinstatements or terminations, the extraordinary payments will be paid in proportion to the time worked.

It is established that, from the beginning of the validity of this agreement, the extraordinary payments will be paid pro rata during the 12 ordinary monthly payments for all personnel.

c) Complements:

i. Productivity bonus

A productivity bonus based on tranches or six-year periods, of a consolidable nature, is established. Each productivity bonus will have a value established per professional level, in accordance with Annex 1 of this agreement. The application of the productivity step will be made according to the professional level of each employee at the moment of its acquisition.

In the case of permanent research personnel, the productivity bonus will be obtained for special performance, extraordinary activity and interest or initiative in the research activity, in accordance with the current scale used by equivalent institutions (universities, CSIC and similar). The evaluation system will be based on periods of at least six years, grouping a period of time in which sufficient merits can be accumulated. The amount of these tranches (annex 1) corresponds to the value awarded by other equivalent public institutions (state tranches of universities, CSIC and similar) multiplied by 1.5. The assignment of each productivity section will require the positive evaluation of the evaluation committee: this committee will be formed by the director or the person to whom he/she delegates the representation, two researchers (one of them related to the area of the evaluated person) and a representative of the employees as an observer without vote. Newly hired research personnel who have carried out research activity in public organizations (university, Generalitat, etc.) will have their professional career (three-year and six-year periods) taken into account when establishing their salary.

In the case of the manager, the periods of productivity will be achieved by special performance, extraordinary activity and interest or initiative in the management activity of the center. The evaluation system will be based on periods of at least six years, grouping a period of time in which sufficient merit can be accumulated. The amount of each tranche is fixed in Annex 1. The assignment of each productivity period will require the positive evaluation of the evaluation committee: this committee will be formed by the director, the deputy director, a third member appointed by the director, and a representative of the employees as a non-voting observer. In the case of a new manager coming from public bodies (university, Generalitat, etc.), his/her professional career (three-year and six-year periods) will be taken into account when establishing his/her salary.

ii. Seniority supplement

A seniority bonus (three-year period) is established, which is automatic and consolidable. Each three-year period will have an established value per professional level (annex 1). In the event that the three years of service are rendered in different categories/levels, the amount corresponding to the category enjoyed at the time of completion of the three-year period will be computed for all three years. The value of the already consolidated 3 year will be updated to the level occupied at each moment.

iii. Complement of tasks of responsibility

Tasks of responsibility of the center are, for example, responsible for cars, web pages, laboratories, etc. These tasks do not correspond to any of the labor categories defined in the tables of professional categories of this agreement.

This allowance will be stipulated in the budget execution bases and will be accompanied by a reasoned report, justifying this allowance and subject to approval by the highest governing body.

iv. Personal allowance

This supplement is of an exceptional nature and will only exist in the event of salary differences produced by the application of the new model.

v. Exceptional supplement

The existence and application of a non-consolidable annual bonus based on exceptional individual merits throughout the year is contemplated. This payment will be made at the end of the current year and cannot exceed 10% of the annual salary of the beneficiary personnel.

vi. CREAM's permanence payment

All the personnel affected by this agreement will have the right, at the moment of their retirement and provided they have worked more than twenty-five years at the center, to an extraordinary payment equivalent to two ordinary payments; in the case that the employee has been at the center between 15 and 25 years, the amount of this extraordinary payment will be equivalent to that of an ordinary payment.

Art. 35. Financial allowance for legal guardianship

The Company shall grant an annual financial allowance to personnel hired by CREAM who have in their care children with a degree of physical, mental and/or sensory disability equal to or greater than 33%. The amounts of the allowance, which will remain fixed during the period of validity of this agreement and will be paid once a year in the payroll, are as follows, according to the degree of disability:

<i>From 33 to 49%</i>	<i>€1442.43</i>
<i>From 50 to 69%</i>	<i>€2163.64</i>
<i>From 70 to 99%</i>	<i>€2884.86</i>

Currently, this article has been suspended from the 2012 budget, due to the successive budget laws of the Generalitat de Catalunya, which establish: "employees shall not receive any allowances as social action funds, nor any other allowances that have the same nature and purpose, ..." and "agreements, conventions or pacts [...] that contravene the provisions of this article shall be subject to the pertinent adaptation and shall be void. ..." and "the agreements, conventions or pacts [...] that contravene what is established in this article must undergo the pertinent adaptation, and the clauses that oppose them are inapplicable".

Art. 36. Adjustment to public transport

In accordance with CREAM's commitment to respect the environment and to promote public commuting to the place of work the Center will pay 50% of this commuting (FGC, RENFE Rodalies, ATM, SARBUS, etc.). This subsidy is available to personnel hired by the Center, who meet the following requirements: the tickets/tickets must be nominal (the user's ID card must be on them). It will be applied to quarterly, annual tickets and ATMs. A photocopy of the purchased card and ID card must be provided to the administration. At the end of the month the amount will be credited to the employee's current account.

[Currently this article has been suspended from the 2012, due to the successive budget laws of the Generalitat de Catalunya, which establish: "employees will not be granted any allowances in concept of social action funds, nor any other allowances that have the same nature and the same purpose," and "the agreements, conventions or pacts [...] that contravene what is established in this article must undergo the pertinent adaptation, and the clauses that oppose them are inapplicable".

Art. 37. Salary review

Salary revisions shall be determined by the budgetary regulations published annually by the Generalitat de Catalunya, the latter being subject to the basic regulations of the State (laws of general budgets of the State).

Art. 38. Payroll advances

The employee, and his/her legal representatives with the corresponding authorization, shall have the right to receive advance payment on account of the work performed, within the limits of the budget allocations. These advance payments will not be interest-bearing and may not exceed, as a maximum, the amount equivalent to three monthly payments of base salary and seniority supplement that the requesting employee may have. The refund of the advanced amounts will be made in equal amounts each month, by means of deductions in the corresponding payrolls from the month following the month in which the advanced payment was granted, with a maximum of twelve monthly payments.

CHAPTER X. SAFETY AND HEALTH AT WORK

Art. 39. General rules

The protection of personnel against occupational hazards obliges the company to plan for prevention, the initial evaluation of the risks inherent in the work and its periodic updating, the information and training of the work personnel, so that they have a better knowledge of the risks and how to prevent them.

CREAF complies with its task of occupational risk prevention in accordance with the provisions of Law 3/1995 on the Prevention of Occupational Risks and the regulations which develop it.

Art. 40. Obligations

1. CREAF has the following obligations:

- a) To evaluate the risks and organize their prevention, integrating it into all the activities of the company and taking into account the skills of the personnel.
- b) To adopt the necessary measures to ensure that personnel receive all the necessary information regarding possible risks. CREAF will inform the personnel of the specific

risks of their place of work, as well as of the measures for prevention and protection.

- c) Determine possible emergency situations and adopt the necessary measures in terms of first aid, fire fighting and evacuation of personnel.
- d) To guarantee to the personnel in their service the periodic surveillance of their state of health, as long as they give their written consent, in the cases established in the law, after informing the Health and Safety Committee.

In this sense, all persons affected by this agreement shall have the right to an annual medical check-up of a voluntary nature, which the center shall provide at no cost to the person requesting it.

- e) Adopt the necessary measures to ensure that the work equipment and protective equipment are adequate for the work to be carried out and adapted in such a way as to guarantee the safety and health of the personnel.
- f) Make premises and workplaces accessible to personnel with functional diversity and eliminate barriers or obstacles that hinder their physical mobility necessary to carry out the work assigned to them.
- g) Prepare and conserve all documentation related to the prevention of occupational hazards.

2. The following are obligations on the part of the personnel:

- a) To use adequately, according to their characteristics and foreseeable risks, the machines, apparatus, machines, tools, hazardous substances, transport equipment and any other means with which they carry out their activity.
- b) Correctly use the protection means and equipment provided by CREAM and follow the instructions given by the company.
- c) Not to put out of work order and to use correctly the existing safety devices.
- d) Immediately inform the person in charge and the personnel designated to carry out protection and prevention activities of any situation that could involve risk.
- e) Contribute to the fulfillment of the obligations established by the competent authority in order to protect the safety and health of the personnel.
- f) Cooperate with the company so that it can guarantee safe work conditions that do not entail risks.
- g) To ensure, according to their individual possibilities and by means of the compliance with the preventive measures adopted in each case, their own safety and health at work and that of other people who may be affected by their professional activity, due to their acts and omissions at work, in accordance with their training and the company's instructions.

Failure to comply with these obligations will be considered a breach of labor law in accordance with the provisions of article 58.1 of the Workers' Statute.

Art. 41. Representative and participatory bodies

1) Safety and Health Committee: this is the joint and collegiate body for participation, intended for regular and periodic consultation on CREAM's actions in matters of risk prevention. It will have the competences and powers recognized by law.

2) Prevention Delegates: these are the representatives of the labor personnel with specific functions in the field of occupational risk prevention. They will have the competences and faculties recognized by law.

Art. 42. Work equipment and means of protection

CREAM will provide its personnel with the individual protection equipment appropriate to each task or job, and will ensure that it is used effectively.

The personnel will not be able to carry out any task that requires protection measures if they have not been provided with the appropriate work clothes and the personal protection equipment necessary to carry it out.

The personnel, taking into account their obligations in terms of risk prevention, shall correctly use the equipment provided to them, following the instructions received, and informing the company, the prevention delegates and the prevention service of any situation that could entail a risk to their safety and health or that of other personnel.

Art. 43. Work clothes

1. The Center will provide lab coats to the personnel that use the laboratory habitually. The lab coats will be issued only once and there will be a replacement when necessary.

2. Given CREAM's own activity, in general the personnel do not need special work clothes. However, and taking into account the specific characteristics of the development of some of the activities of the Center, CREAM will provide standard equipment, detailed in Annex 2 of this agreement, agreed with the research groups. The specific and non-standard material will be budgeted by the research group or specific project. Each case will be evaluated individually at the time of awarding the clothing, and no more than one grant per person and project may be awarded. The application must be made to the Center's management before November 30 of each year for the following year, and the group leader must present his/her conformity.

Art. 44. Collective insurance against bodily injury and civil liability

1. The personnel included in the scope of application of the present Agreement are covered by a collective accident insurance policy, under the responsibility of CREAM.

Employees may choose to extend this insurance at their own expense. In this case, CREAM will make the payment through the payroll.

The insurance policy is arranged by CREAM so that bodily injuries resulting from a violent, sudden, external and unintentional cause of the personnel mentioned in the previous paragraph, both in the performance of their professional activities and in the course of their private life, and which result in death or temporary or permanent disability, are covered, as a minimum:

- In case of death, up to 18,030.36 euros.
- In case of total or partial permanent disability, in the terms established in the insurance policy, up to 36,060.73 euros.
- For expenses for assistance, health internment and physical rehabilitation, up to 601.01 euros.

2. The Center will have to contract insurance policies for all the labor personnel, which will provide coverage for the civil liability in which they may incur as a result of their professional activities, including bail and criminal defense and exclusion of risks that may be insured for automobile damage and any immaterial damage that is not a direct consequence of the material and/or bodily damages guaranteed in this policy. The maximum benefit per claim shall be at least 36,060.73 euros.

CHAPTER XI. REPRESENTATION AND COLLECTIVE RIGHTS OF THE PERSONNEL

Art. 45. Meeting and assembly

The staff and its representative bodies have the right to meet and assemble at the CREAM work center. Staff meetings will be held within the work day, subject to prior notification to the Management of the center. In this case, and in agreement with the center, the

appropriate measures shall be taken to ensure that the assemblies do not hinder the smooth running of the work.

Art. 46. Legal representation of personnel

1. CREAM shall facilitate the election of the legal representation of the staff, which shall be recognized by the Management as such representation or as a Works Committee, if appropriate. This representation shall have the name, powers, rights and guarantees established by current legislation.

2. In the event of a vacancy occurring for any reason on the Works Committee, it shall be filled automatically by the employee next on the list to which the substituted employee belongs; or, secondarily, by the employee who has obtained in the voting a number of votes immediately lower than the last of those elected. The substitute will stay for the remainder of the term of office.

In the event that the automatic substitution cannot be made by means of the procedure of the previous paragraph, the current Works Committee will promote a partial election to cover its vacancies. Among the candidacies that are presented, after accreditation of the legal requirements of these (with the terms of public exposure of article 74 of the Workers' Statute), the persons who will finally fill the vacancies will be elected, by means of a vote in the assembly of the personnel of the work center by majority agreement. This procedure will require adequate official publicity to guarantee the observance of union freedom.

Substitutions, revocations, resignations and terminations of mandate must be communicated to the public office dependent on the labor authority and to the legal representation of the center, as well as to the bulletin board.

3. The Works Committee will receive annually or when required the list of the center's labor personnel, including their professional category, seniority and sexennials acquired, within the limits established by the **Data Protection** and Digital Rights Guarantee Act (LOPD).

4. The hours dedicated to representative tasks shall be those established in article 68 e) of the Workers' Statute, for each of the members of the Works Committee and may be accumulated among them in the manner established by the council itself.

Art. 47. Quota for representative and union services

CREAM may deduct from the monthly salary of the employee who so requests in writing, the quota which is established for the needs of representation and advice agreed upon by

the legal representation of the employees.

CHAPTER XII. DISCIPLINARY REGIME

Art. 48. Disciplinary system

In this matter, the agreement expressly refers to that which is regulated in the Collective Bargaining Agreement of the labor personnel of the Administration of the Generalitat de Catalunya.

REPEALING PROVISION

This agreement repeals and completely replaces the previous Company Agreement, signed by CREAM Management and the CREAM Works Committee on 13 January 2010, which expired on 28 February 2015.

FINAL DISPOSITION

Determination of the parties to this agreement

This collective labor agreement for CREAM employees has been negotiated and agreed upon, on the one hand by the Management as the legal representative of the Center, and on the other hand by the CIC -Works Committee as the legal representative of the staff.

And, in proof of conformity, the Parties hereby sign this agreement in Cerdanyola del Vallès, May 10, 2018.

Management of the Center

Javier Retana Alumbros

Joan Pino Vilalta

CIC - Works Committee

Anna Àvila Castells

Carlos Carreño Leal

Enrique Doblaz Miranda

Josep M^a Espelta Morral

Núria Julià Selva

Romà Ogaya Inurrigarro

José Luis Ordóñez García

M^a José Moreno Hermsilla

M^a Ángeles Pérez Navarro

ANNEX 1. 2018 SALARY TABLE. PROFESSIONAL CATEGORIES, SALARIES (BASE SALARY, SENIORITY, PRODUCTIVITY IF APPLICABLE) AND EQUIVALENCES WITH THE 2010 COMPANY AGREEMENT.

LEVEL 2018	PROFESSIONAL CATEGORY	BASE SALARY	SENIORITY	PRODUCTIVITY	MONTHLY SALARY 12 PAYMENTS	MONTHLY SALARY 15 PAYMENTS	LEVEL 2010
	STAFF RESEARCH PERSONNEL						
R1	Head of Research	44,610.00	643.74	1,838.00	3,717.50	2,974.00	I1
R2	Group Leader	40,000.00	643.74	1,700.00	3,333.33	2,666.67	
R3	Senior Researcher	36,602.76	643.74	1,489.00	3,050.23	2,440.18	I2
R4	Consolidated Researcher	33,865.12	643.74	1,383.00	2,822.09	2,257.67	I3
	CONTRACTED RESEARCH PERSONNEL						
I0	Researcher - Level 0	4,000.00	643.74	1,489.00	3,333.33	2,666.67	
I1	Researcher - Level 1	36,240.35	643.74	1,489.00	3,020.03	2,416.02	
I2	Researcher - Level 2	33,529.82	643.74	1,383.00	2,794.15	2,235.32	
I3	Researcher - Level 3	31,500.00	643.74	1,383.00	2,625.00	2,100.00	
I4	Postdoctoral Researcher	29,027.25	818.74		2,418.94	1,935.15	I4
I5	Predocctoral Researcher	16,556.28	0.00		1,379.69	1,103.75	I5
	TECHNICAL PERSONNEL						
T1	Technical Chief	36,240.35	818.74		3,020.03	2,416.02	
T2A	Technical Manager	33,865.12	818.74		2,822.09	2,257.67	T1
T2B	Technical Manager	31,177.41	818.74		2,598.12	2,078.49	T2
T3A	Qualified Technician	28,489.71	768.74		2,374.14	1,899.31	T3
T3B	Qualified Technician	25,802.00	768.74		2,150.17	1,720.13	T4
T4A	Support Technician	22,576.75	640.20		1,881.40	1,505.12	T5
T4B	Support Technician	20,964.12	640.20		1,747.01	1,397.61	T6
T5A	Assistant	19,889.04	511.82		1,657.42	1,325.94	T7
T5B	Assistant	17,738.87	511.82		1,478.24	1,182.59	T8
T6	Auxiliary	16,126.25	511.82		1,343.85	1,075.08	T9

	ADMINISTRATION AND SERVICES PERSONNEL						
A1	Manager	44,610.00	643.74	1,838.00	3,717.50	2,974.00	GR
A2	Area Manager	36,602.76	818.74		3,050.23	2,440.18	CA
A3A	Technical Responsible	33,529.82	818.74		2,794.15	2,235.32	
A3B	Technical Responsible	30,102.33	818.74		2,508.53	2,006.82	TS
A4A	Qualified Technician	28,207.63	768.74		2,350.64	1,880.51	
A4B	Qualified Technician	25,546.53	768.74		2,128.88	1,703.10	
A5A	Support Technician	22,576.75	640.20		1,881.40	1,505.12	AD1
A5B	Support Technician	20,964.12	640.20		1,747.01	1,397.61	AD2
A6A	Assistant	19,889.04	511.82		1,657.42	1,325.94	AA
A6B	Assistant	17,563.24	511.82		1,463.60	1,170.88	
A7	Auxiliary	15,966.58	511.82		1,330.55	1,064.44	

ANNEX 2. WORK CLOTHES TO BE USED BY LABOR PERSONNEL

CREAF will provide the following material, with the periodicity mentioned above, if the material supplied in the previous season has not been used:

- Field personnel and experimental camps: adequate footwear (3 pairs every two years), 1 raincoat and 1 coat every two years, and a jacket and trousers every year.

It will be considered as field personnel the one who goes out more than 90 days a year to field tasks.

- Laboratory personnel: 1 lab coat (every two years).

The clothing, both field and laboratory, will bear the CREA F logo.