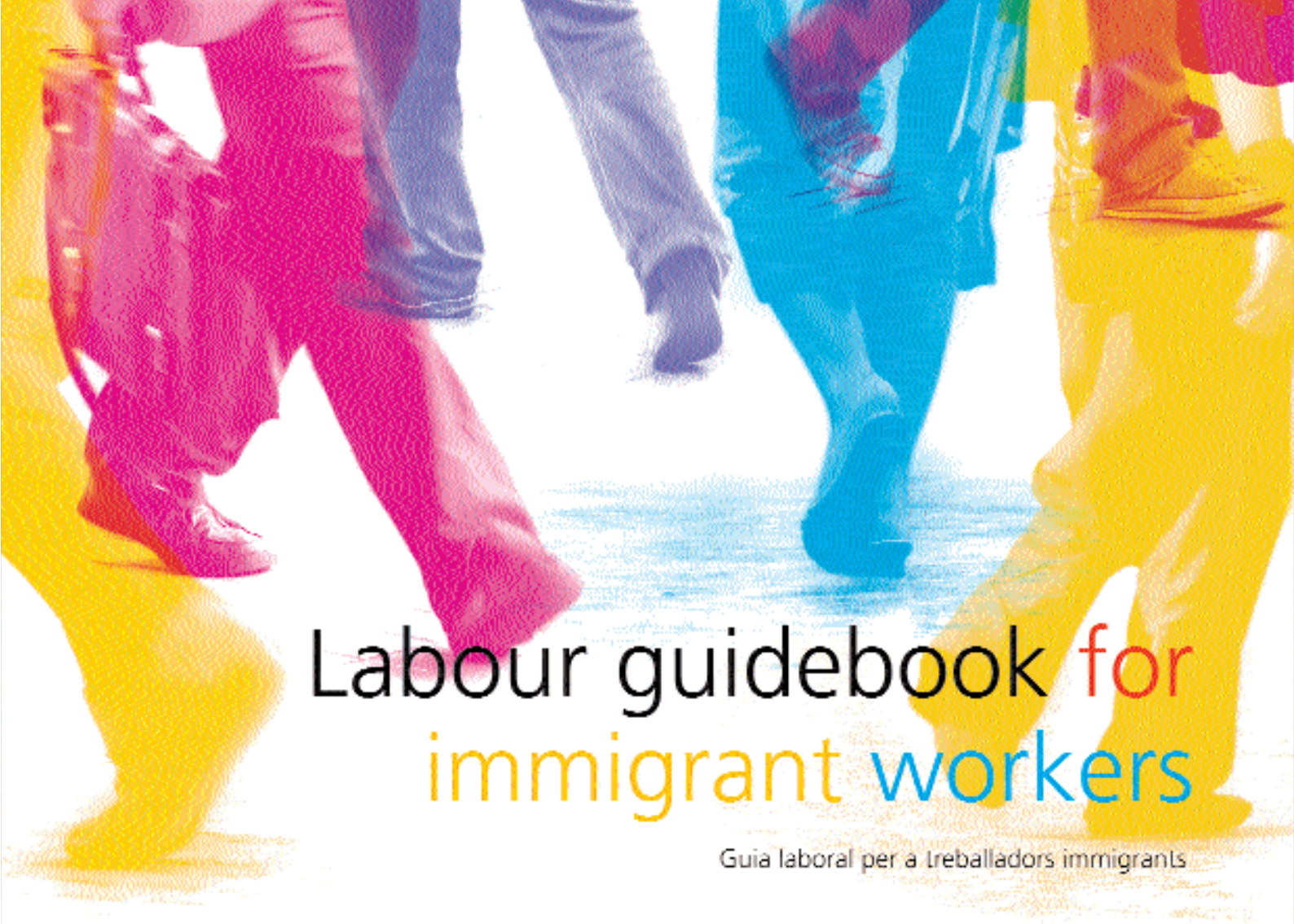




Labour guidebook **for** **immigrant workers**

Guia laboral per a treballadors immigrants





The main objective of this little guide is to offer useful information to foreigners and those who enter the Spanish labour market.

We, in our organisation have stated that foreigners are one of the collectives most directly affected by the precarious labour market. Male and female immigrant workers who are working in different labour sectors, such as industry, hostelry, construction, domestic service or transport, among others, are lamentably unaware of their rights and obligations as workers and this could lead to a series of abuses towards their work conditions: that is the working day, the salaries, in the contracts for carrying out dangerous jobs and with risks which could affect their health and their security, among others.

This situation poses great challenges for the immigrant collective. On the one hand, improve their work conditions by fully using their rights, which could happen were they to access the necessary information (on the applicable legislation and the norms which regulate the labour framework). In the same way, the use of these rights will also depend on the level of organisation they have within the company and finally, their participation and implication in a union organisation which defends their rights.

On the other hand, the inequality of work conditions between the newcomers and the native workers could pose problems in social cohesion. The immigrant workers have to join the labour market, with the same conditions and knowledge of their environs, which allow for an optimum coexistence among the work force.

The commitment of the association for Mutual Help for Immigrants in Catalonia (AMIC) and of the union, U.G.T. is to continue working day after day, in our offices and work centres ensuring that immigrant workers are workers with labour, social and political rights.

You have in your hands material edited in several languages, to which we have given the title "Labour guide for immigrant workers". It is a basic tool on the rights and obligations maintained in a working relationship, and which can guide any worker regardless of their origin, nationality or legal situation. The act of aiming it especially at immigrant workers is justified in the specific need for information that this collective has on the work market into which they are joining.

We hope that this support material helps to guide and promote the integration of all the workers.



Index

- 1 On the rights and obligations of foreigners
- 2 Freedom of union. What is a union?
- 3 Job access: working for someone else or self-employed
- 4 Workers' rights and obligations
- 5 Conditions of the work relationship: type of contracts, salary, working day, and holidays
- 6 Payslip
- 7 End of contract
- 8 The workers' statute
- 9 Collective agreement
- 10 Worker representation in the company
- 11 Catalan Employment Agency
- 12 Social security
- 13 The Catalan Work Tribunal
- 14 Labour and Social Security Inspectorate
- 15 Contact addresses for the ITSS in Catalonia
- 16 Territorial unions and delegations of the UGT

Rights and obligations of foreigners in Spain

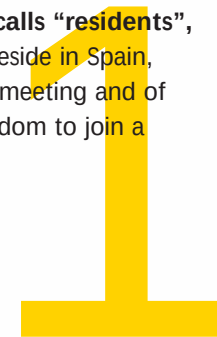
As a foreigner in Spain you need to know what your rights and obligations are in order to develop yourself fully in this society.

The Spanish Constitution of 1978 recognises that foreigners in Spain will have rights and obligations within the terms established by the International Treaties, **by the Substantive Law 4/2000, of the 11th of January, on Rights and liberties of foreigners in Spain and their Social Integration** and in compliance with the Universal Declaration of Human Rights.

REGULATION ASPECTS. Rights and obligations of foreigners in Spain

We can talk of 3 clearly differentiated conditions of rights:

- **Those rights accepted for all foreigners whatever their administrative situation** may be, **these rights are considered inherent to the dignity of the person:** equal before the law, right to documentation, right to life, ideological and religious freedom, right to not suffer discriminatory acts, right to personal freedom and the right of access to basic social services and assistance.
- **Rights acquired by registering for the census, independent of your legal situation:** the right to meet and demonstrate freely, freedom of association (those who do not have their administrative situation regularised cannot be promoters) and right to education (for minors) and right to union membership. All those people who live in Spain are obliged to enrol in the Municipal census as living habitually and this has to be done independently of their administrative situation.
- **Recognised rights solely to those foreigners in Spain with documentation, or those the law calls “residents”,** the holder of an authorization to reside in Spain, and these rights are: freedom to move around and reside in Spain, right to a dignified job, to education, medical assistance, right to public participation, the freedom of meeting and of association, the right to work and the right to enter as staff in the Public Administration Services, freedom to join a union and to strike, family intimacy and the right to vote effectively.



Freedom to union and strike

What is a union?

It is a permanent and autonomous, non-profit association, of employees and self-employed workers, whose basic objective is to defend and improve working conditions. The unions' functions are: to organise, represent and defend the workers; collective negotiation, to promote health and safety in the workplace, give support and legal service to the workers, promote services aimed at women, immigrants, pensioners and young people; give support to the unemployed, workers training etc.

The General Workers Union of Catalonia (UGT) is a union, which is actively vindicating and carrying out actions for the improvement of the work conditions for native and foreign workers.

Can foreigners affiliate to a union?

It is important that you know that foreigners in Spain with a residency permit can exercise the right to freely join a union or affiliate to an organisation of their choice. And if you also have a work permit you also have the right to strike. The freedom of union is a right that has a special union protection and can be seen in the Spanish Constitution as well as the Workers Statute.



Foreigners have the right to:

Affiliate to a union and receive union information

To choose their union representatives democratically and freely

To take part in union affiliated workers meetings.

Those workers affiliated to a union can within the areas of the company or work centre: constitute union sections in accordance with that established in the workers Statute. Hold meetings, giving notice to the employer, collect dues and distribute union information, out with work hours and without upsetting work hours.

REMEMBER! *You are not obliged to tell your employer that you are affiliated to any given union nor can he/she oblige you to join a particular union. The Spanish Constitution guarantees ideological, religious and cultural freedom. This implies that you are free to choose your ideas, religious, political and union convictions and in no way are you obliged to tell your employer or boss whether or not you are affiliated to a union.*

Right to work

(Article 10 Drafted in accordance with Substantive law 8/2000)

Do all foreigners have the right to work in Spain?

Foreigners, if they possess authorization for residence and in addition, a work permit, can enter the labour market by one of the following:

- a) Work on your own account (self-employed)
- b) Work for someone else (in companies or in public administration)

Working on your own account

What does working on your own account or self-employed mean?

Working on your own means setting up your own business by way of self-employment. In this case the foreigner is asked to present a business or commercial project as well as the means to carry it out among other requisites.

Self-employment implies the creation of the same place or work centre, made suitable for your necessities, abilities and capabilities without having to wait to be contracted by other businesses.

ADVANTAGES AND INCONVENIENCIES:

- Self-employment has its advantages such as, for example, develop an idea or a business project and in that way carrying out a job which is agreeable to the autonomous worker or performing an activity for which the person has trained professionally.
- One must bear in mind that setting up a company also implies investment –of money, time, etc., responsibilities– workers salaries, obligations to customers, banks, etc.
- Setting up on one's own means assuming the risks: if the business doesn't go well and therefore lose your job with no right to unemployment benefits.

Requirements for concession of a temporary residence authorization and self-employment

- Not being in an illegal situation
- No previous criminal record in Spain and in the countries of residence for crimes existent in Spanish law.
- Fulfil the same requisites as requested of Spaniards for the opening and functioning of the proposed activity.
- If we are talking about professionals they should have the appropriate training and accreditation of the same, that is, have the required qualification or accredited experience for the carrying out of the activity and the specific title, its standardization (see section on procedures for the standardization of titles further on) and register with the appropriate college, when required.
- Accredited the investment for the project and for the creation of work. The foreigner apart from employing him or herself will also generate work with their project within the terms that the Ministry for work and Social Affairs establish.
- Forecasts that the activity will produce from the first year sufficient economic resources for the maintenance and lodging of the interested party, after the necessary deductions for the maintenance of the activity.

3

Working for someone else

What does working for someone else mean?

This means working for another person (employer or contractor).

In order to work in this way in Spain foreigners need to have a residence permit and work permit.

How does one obtain a work permit?

I General law, II Contingent, III Temporary residence and work for someone else for a fixed duration

TYPES OF WORK PERMIT FOR FOREIGNERS

General law, requisites

Worker: Have an offer of work, this needs a work contract from an employer, that the work situation permits it, and that the worker does not find himself or herself in an illegal situation in Spain. The National work situation will not take into account: the spouse or child of residents in Spain with a renewed authorization, the nationalized child of a Spaniard or Community member (EC?), child or grandchild of a Spaniard. Foreigner born or resident in Spain, Chileans and Peruvians, and other supposed of the article 40 of the Substantive Law 4/2000 and its posterior modifications.

Who carries out the procedure?

The employer or contractor who wishes to contract the foreign worker presents the application.

Where does one present the application?

The application should be presented in the Offices for foreigners, in the work sections in the provinces Government delegation. The contractor will be the one who receives the residence and work permit conditioned on obtaining a visa/permit, to pass on to the worker. The contractor has to send the worker a copy of this authorization so that the worker can apply for the work visa in his or her own country.

Work visa

Once the employer has notified the worker of the job offer, the worker has to request a work permit form the consulate or diplomatic centre of their country of residence, or another authorized body, within a month from receipt of the employer's letter.

Documents to be provided with the request:

- Passport with at least 4 months validity
- Certificate of criminal record (issued by the authorities of the home country or where they have been resident for the last 5 years
- Medical certificate
- Copy of the conditional authorization of residence and work.

The worker, once notified of the concession of the visa, has to carry out the following procedures:

- Within one month they must go and collect the visa personally
- Within the following 3 months they must enter Spain
- Once in Spain and begun the work activity their Social Security affiliation, membership and posterior payment will take place in a months time.
- In the space of one month from signing for Social Security, the worker must request the foreign identity card.

Renewal of the residency and work permit:

The worker may request this up to 60 days before the expiry date of the first card, or they may request it up to 3 months after the validity date of the card.

REMEMBER! *if your first card is out of date and you have presented your request for renewal from the government authorities, the copy of the request extends the validity of the previous authorization and will be valid until you receive the decision on the process of renovation.*

3

Contingency

Foreigners outside Spain: In relation to the contingency, which is the procedure by which workers who neither reside or are present in Spain may be contracted, chosen in their home countries from generic offers, although nominative offers are also accepted.

Generic offers are those which depend on the occupations that the company are looking to fill, that is, a generic offer will include as many jobs as workers that the company would like to hire.

The present ruling on alien status establishes that the contracts carried out in this way (contingency), should be signed by foreigners who do not reside or find themselves in Spanish territory and the contract should contain those essential elements on the conditions of the work relationship as well as an idea of the net salary the worker will receive.

Temporary residence and fixed duration work

Permitted activities with this authorization:

- Seasonal or campaign work, for a duration equal to that of the work contract or contracts, with a maximum of 9 months, within a period of 12 consecutive months.
- Supply and demand in industrial or electrical plants, construction of infrastructures, buildings electrical supply networks, gas, railways and telephonic, installations and maintenances of production equipment, as well as setting up and repairs.
- Of a temporary nature for upper management staff, professional, sports people and other collectives decided by the Ministry for Work and Social Affairs in Spain.
- For formation and the carrying out of professional training.

On finishing these activities, the worker is obliged to return to their own country, once the work relationship has ended. It is important to comply with this obligation, as it could otherwise be the cause of denial for later applications for work permits for the next 3 years. In this case, the national employment situation will not be taken into account.

Temporary residency for someone else

This authorization enables foreigners who reside outside Spain and who have obtained a visa to begin a working relationship for someone else.

Requisites:

- That the national employment situation permits the hiring of the worker. The state's Public Employment Service prepares quarterly catalogue of difficult to cover jobs, and in this catalogue we find all the offers presented by the public service employers and which are job offers which have not been filled by Spaniards, it will therefore be considered that the national employment situation permits the hiring of foreigners to cover these positions of work.
- That the worker is guaranteed continued working activity throughout the validity of the authorization to live and work here.
- The employers or requesting companies (who will carry out the process in Spain) should draw up the inscription in the corresponding Social Security system, as well as giving proof of personal, material and economic means of which they dispose for their project.
- That the foreign workers do not find themselves in an illegal situation in Spain
- That the conditions marked in the job offer which fit the model of the category or professional profile.

Rights and obligations of the worker in the companies

Do foreign workers have the same rights within the company as Spanish workers?

Yes, foreigners in Spain with residence and work permits will have equal conditions and rights as the Spanish workers.

The employer and the worker have to comply with the rights and obligations, and the rest of the norms which regulate working relationships, norms which are gathered in the Spanish Constitution (basic right to work), as well as in other legal texts: Worker's Statute, Work Procedure Law, Substantive Union Law, legal norms and State and international regulations and collective agreements. Therefore the employer cannot impose work conditions on foreign workers that do not form part of the legal and constitutional outline for workers in the Spanish state.

Characteristics of these rights:

- The obligatory type: These rights cannot be renounced
- The norm which favours the worker will always have priority
- These rights are non-transferrable and cannot be renounced.

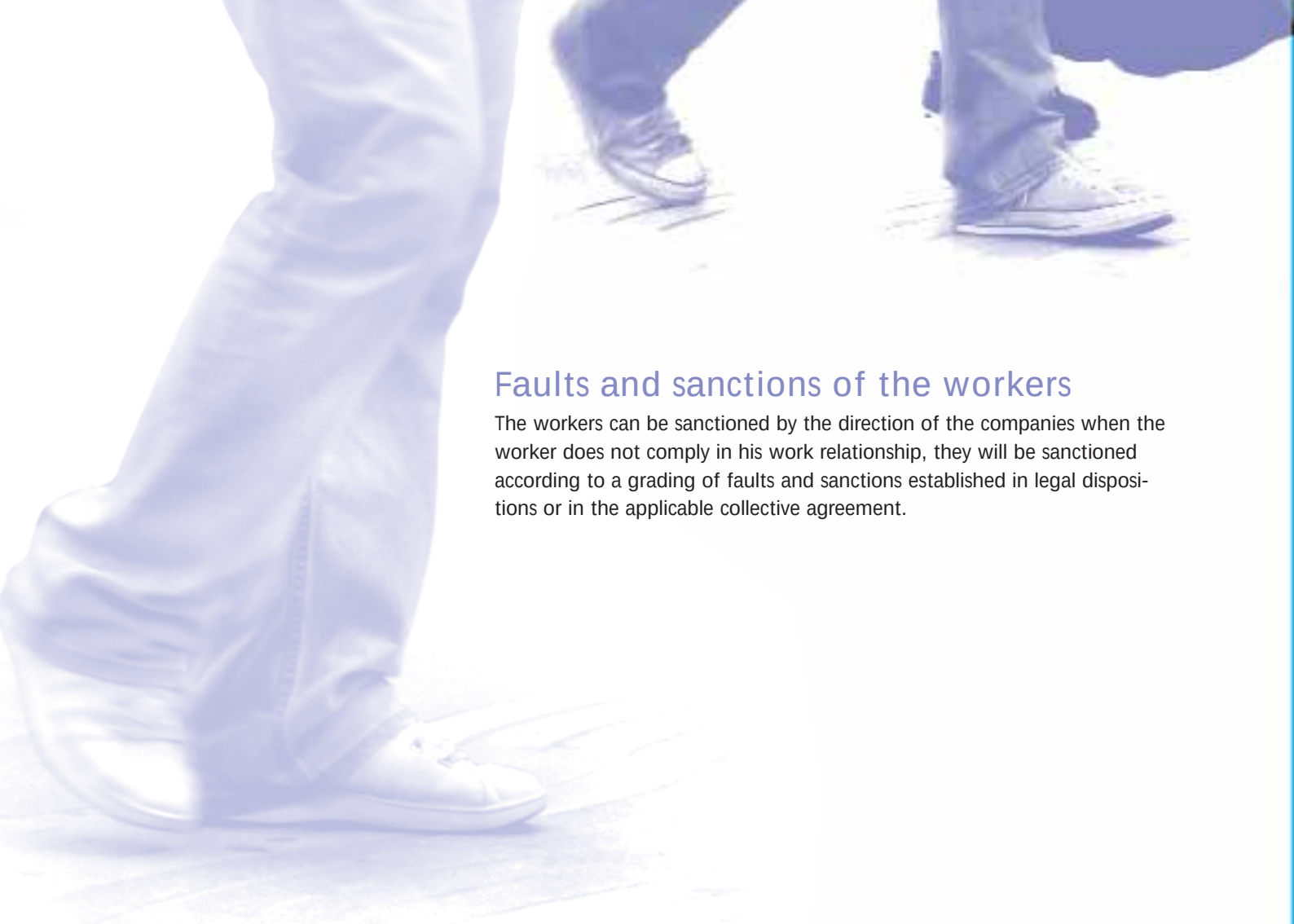
Labour rights

- To effective occupation (to be placed in a definite work position)
- To not be discriminated against for sex, civil status, age, ethnic or racial origin, social condition, religion or convictions, political ideas, sexual orientation, membership or not of a trade union, as well as for language, and they cannot be discriminated against for disability.
- To receive the agreed or legally established salary punctually
- To the respect of their privacy and dignity.
- Whatever else stipulated in the work contract, to meeting and participation within the company.

Labour obligations

As well as rights for the worker and the employer, there are also a series of obligations that must be observed in order to make the work relationship effective.

- To comply with the obligations of the position, with good faith and diligence.
- The workers must comply with the obligations which come with the position are subject to criteria of diligence and good faith, as well as helping to improve productivity. Failure to do so could result in a disciplinary dismissal of the worker, and as for the employer this could be a reason to request rescission of the contract.
- To comply with security and hygiene measures used within the company.
- The employer is obliged to adopt the necessary measures for the prevention of risks.
- The worker has the right to the protection of his physical security and an adequate security and hygiene policy. The workers are obliged to comply with these policies for risk prevention and hygiene within the company.
- Follow the orders and instructions of the employer
- Contribute to the improvement of productivity and work in good faith to carry out their work.



Faults and sanctions of the workers

The workers can be sanctioned by the direction of the companies when the worker does not comply in his work relationship, they will be sanctioned according to a grading of faults and sanctions established in legal dispositions or in the applicable collective agreement.



Employment contract

(Working for someone else)

What is an employment contract?

It is the agreement between the worker and the employer for whom the worker is obliged to provide certain services on behalf of the employer. The worker will give his services to the employer in a voluntary manner, remaining under his orders and instruction and within the organisation and direction of the same for a salary. It is then that a work relationship is established by way of a contract that may be legalized in writing or verbally. The employment contract can be for a definite or indefinite period of time.

The contracts which have to be legalised in writing are: practice contracts, training contracts, those for work and service, provisional ones, part-time ones, the fixed, discontinuous ones, those for relief work, those for home help, those undersigned by foreigners, those which have a duration of more than 4 weeks and those undersigned by Temporary Employment Agencies. Under other circumstances, **the employment contract may also be written when one of the parties requests this and this may be requested before or after the initiation of the work relationship.**

Can all foreigners sign a contract?

Those foreigners who have a residency permit and also a work authorisation can sign a contract in Spain.

- People over 16. The minimum age for contracting is 18, however, it is possible to be contracted if you are under age, legally emancipated or with the permission of the parents or legal guardian from the age of 16.
- Legally emancipated minors (they will need the express permission of their parents or legal guardian if they live independently or authorisation if they live together).

Conditions of the work relationship

What should appear in the employment contract?

The contract has to contain information **on the principle conditions of the working relationship:**

- **Type of contract** (indefinite, defined as full or part-time, training, work and service, etc.)
- **The identity of the parties signing the contract**, in the case of a temporary contract the expected expiry date must appear
- **Registered address of the company** or the employer or the workplace where the worker will provide his/her services
- **Category or professional group of the position**
- **The timetable or working days**
- **Holidays**

- **Basic initial salary** and supplementary payments, and also the periodicity of the payments. The salary has to be adjusted to the corresponding collective agreement and has to be the same as or higher than the Inter professional minimum wage, which is that salary established by the Spanish Government (for the year 2008 this is 600 ?uros for full-time work).

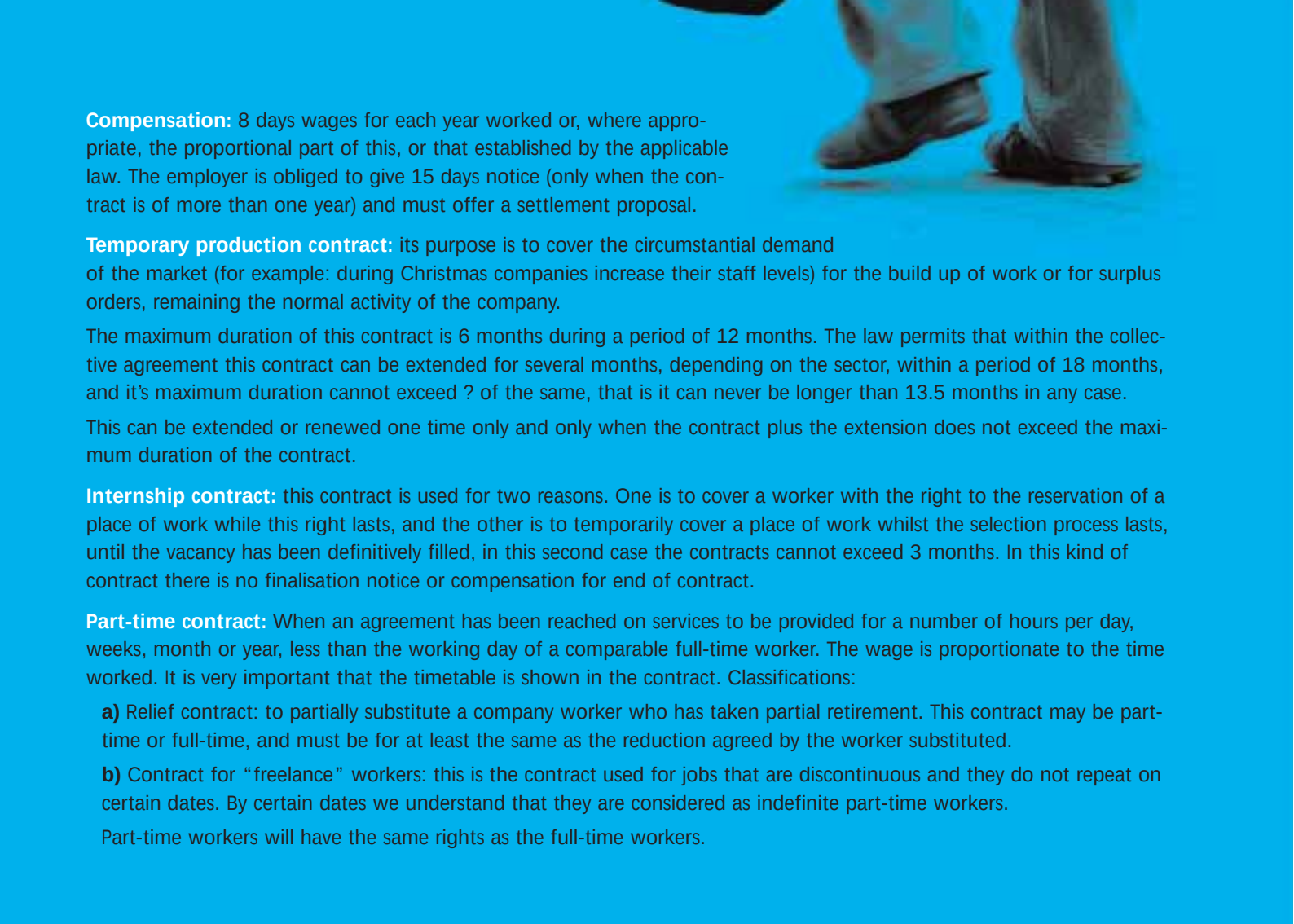
In some contracts the salary figure does not appear but it shows “S/C” which means that the salary to be perceived will be what the Collective Agreement for the profession marks for the sector.

- **Collective to which the job pertains**
- **Duration** of the trial period
- **Clauses, in some contracts the so-called additional clauses may appear.**
- **Signatures:** the worker and the employer have to sign the contract accordingly within the agreed work relationship.

a) Type of contract

Indefinite or ordinary fixed contract: is that which becomes serious without establishing time limits on the provision of services, as regards the duration of the contract it is also known as permanent staff. This can be either full or part-time. To work full-time means working 8 hours a day established by the law. It can be formalised both written and orally.

Fixed work or service contract (remember that this type of contract will always be written): for the carrying out of a fixed work or service, with autonomy and self-sufficiency within the activity of the company. Its duration is temporary and in some respects unsure, as there is no termination date specified for the contract. Aim of contract: This type of contract has to specify and identify itself with precision and clarity, the work or services that the worker has to carry out. It is very important that the worker examines the contract well and agrees with all the clauses that appear in it. The worker cannot do work other than that stipulated in his/her contract.



Compensation: 8 days wages for each year worked or, where appropriate, the proportional part of this, or that established by the applicable law. The employer is obliged to give 15 days notice (only when the contract is of more than one year) and must offer a settlement proposal.

Temporary production contract: its purpose is to cover the circumstantial demand of the market (for example: during Christmas companies increase their staff levels) for the build up of work or for surplus orders, remaining the normal activity of the company.

The maximum duration of this contract is 6 months during a period of 12 months. The law permits that within the collective agreement this contract can be extended for several months, depending on the sector, within a period of 18 months, and it's maximum duration cannot exceed 2/3 of the same, that is it can never be longer than 13.5 months in any case.

This can be extended or renewed one time only and only when the contract plus the extension does not exceed the maximum duration of the contract.

Internship contract: this contract is used for two reasons. One is to cover a worker with the right to the reservation of a place of work while this right lasts, and the other is to temporarily cover a place of work whilst the selection process lasts, until the vacancy has been definitively filled, in this second case the contracts cannot exceed 3 months. In this kind of contract there is no finalisation notice or compensation for end of contract.

Part-time contract: When an agreement has been reached on services to be provided for a number of hours per day, weeks, month or year, less than the working day of a comparable full-time worker. The wage is proportionate to the time worked. It is very important that the timetable is shown in the contract. Classifications:

- a)** Relief contract: to partially substitute a company worker who has taken partial retirement. This contract may be part-time or full-time, and must be for at least the same as the reduction agreed by the worker substituted.
- b)** Contract for "freelance" workers: this is the contract used for jobs that are discontinuous and they do not repeat on certain dates. By certain dates we understand that they are considered as indefinite part-time workers.

Part-time workers will have the same rights as the full-time workers.



Assignment contract (Temporary Employment Agencies-T.E.A.):

this is the contract signed between the T.E.A. and the company. Its aim is the cession of the worker to provide services to the user company, and the worker remains under the orders of the management of the same. The contracts that can be drawn up with a worker are the following: that for a definite work or service, eventual for production circumstances, internment. They must be legalised in writing.

T.E.A.: these are private and public companies, their activity consists in providing workers for other companies (user company) on a temporary basis. Some companies also offer staff services to fill fixed positions and are also involved in training workers.

REMEMBER! *T.E.A. workers have the same rights as the other workers.*

The basic copy of the contract

What is the basic copy of the contract?

This is a document similar to that of the work contract in which certain, private details of the worker are omitted, which the employer is obliged to hand over to the representatives of the workers, of all the written contracts and of extensions and complaints of these contracts.

The company must inform the workers' representatives of each assignment contract and the reason for its use, within 10 days of its signing and hand over a basic copy of the contract. It is important that it is handed over during these 10 days, as it is the same time limit the employer has to communicate it to the Employment Service. The representative and the workers will sign the copies.

If the employer does not present it, the workers' representative has to request it or report it to the Employment Authority. When there is no worker representative in the company, the basic copy should be formalised and presented just the same to the Employment Service, remaining in their hands.

The unions involvement in contracting consists in checking that working relationship does exist, that the workers have been registered with the Social Security, reinforce the stability of the job carry out a series of checks on completion of the contract. **The UGT (General Workers Union) defends a steady job and that the worker has some minimum independent rights throughout the duration of the contract, for which it reports and rejects those breaches of contract by the employer.**

b) The working day

What is the working day?

The working day **is the time during which the worker carries out the activity for which he/she has been contracted.** It will be decided by the collective agreement or individual contract between the employer and worker. The duration of the working day should respect the legal limits established by the law. If the agreement is not respected, the worker or representative can report the situation to the appropriate civil court and the employer may be punished with a fine established by the law.

Normal working day

- **The working day** (in most cases this has a **maximum duration of 40 hours per week**). The (union) agreements are those that regulate the distribution of the working day, only when this working day does not exceed the established annual maximum.
- **The working day cannot be longer than 9 hours**
- **The working day for under-18s will be 8 hours maximum.**
- **Night work** is that which is carried out between 10p.m. and 6a.m. and minors are not permitted to work these hours.
- It is understood that a split working day is that whereby there is a rest period of at least one hour. The so-called continuous working day a rest period of at least 15 minutes must be established. The rest period is considered part of the effective labour time when, by individual or collective agreements between the company and the worker have been reached.

Extra hours (overtime)

What is overtime?

These are hours worked after completion of the daily work schedule, and have a higher rate than the normal hourly rate.

- Legally, extra hours are voluntary – except with an individual or collective pact.
- In order to account for these extra hours, the working day of each worker will register day by day and will be totalled in the period stipulated for transfer or payment, giving the worker a copy of the summary in the corresponding wage slip.
- This will not be more than 80 hours per year (annual calculation). For the workers with part-time contracts this will be reduced in proportion to their working day.
- Workers under 18 years of age cannot work extra hours.
- It is prohibited to work extra hours at night.

What are extra hours for “force majeure”?

They are required from the workers when there is necessity to repair accidents or other extraordinary or urgent damage, as well as in the case of the risk of loss of prime materials.

- The worker is obliged to carry them out
- They will not be counted in the annual calculations.

REMEMBER! *The wage to be received for every extra hour, under no circumstances may be less than that of the ordinary hourly rate, or be compensated for with the equivalent of paid time off.*

c) Rests and days off

The workers are entitled to the following periods of rest:

- **Weekly rest and days off:** by law one is entitled to one and a half days of continuous rest per week. These days may be accumulated up to a maximum of 14 days. For under 18s this rest will be of 2 consecutive days per week.
- **Minimum daily rest:** between the end of one working day and the beginning of the next there has to be a minimum of 12 hours of rest.
- **Minimum rest in a continuous working day:** in a working day of more than 6 hours, the law establishes a period of rest of no less than 15 minutes, rising to 30 minutes if the worker is under 18 and the working day exceeds 4 and a half hours consecutively.

d) Workers' leave

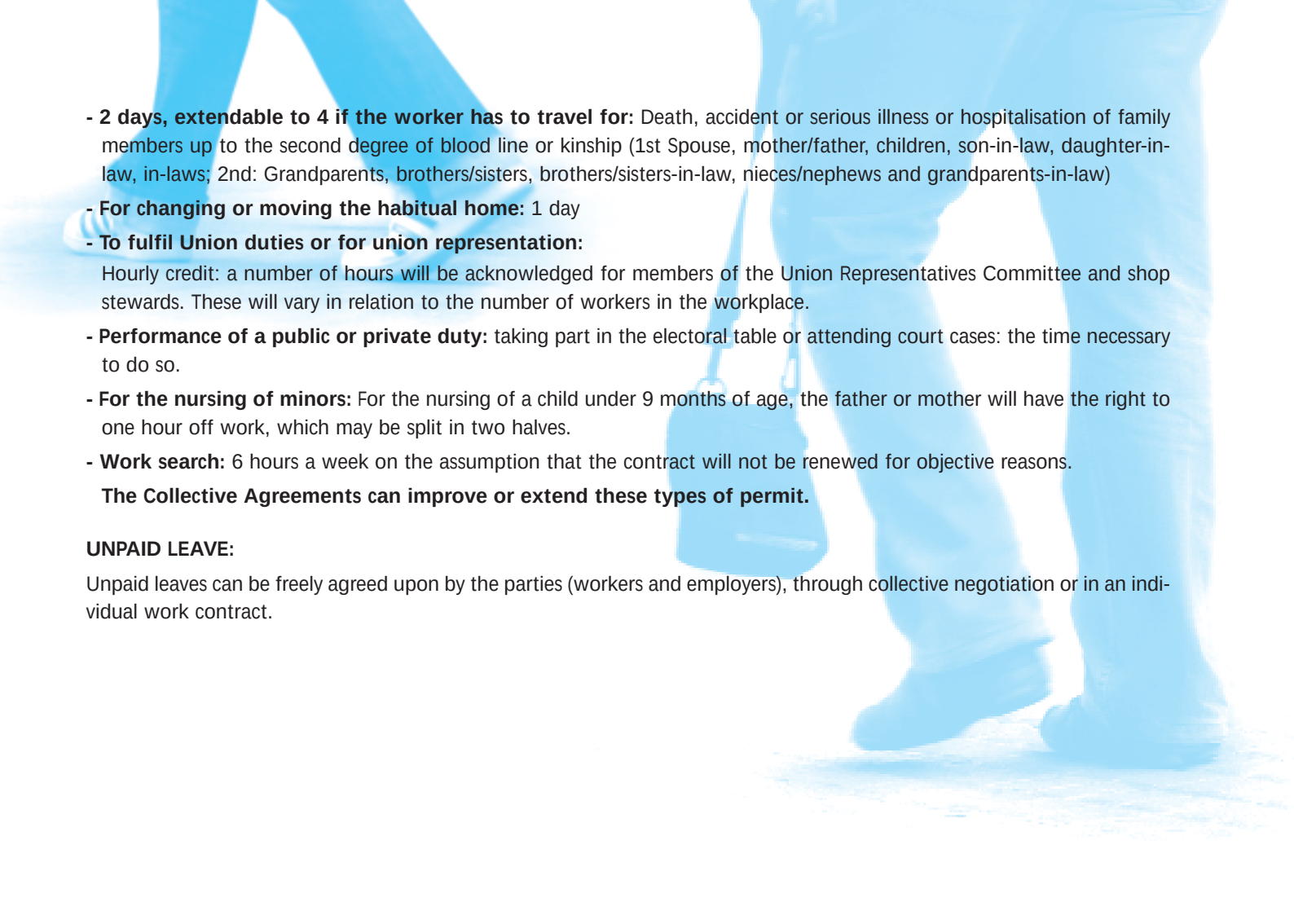
The law recognises two types of leave: paid and unpaid.

What is paid leave?

A leave or permit is the authorisation conceded to the worker so that he/she can stay away from his/her place of work for the time justified in the permit (article 37 of the Workers' Statute). An employer cannot deduct this from the salary, the hours or days of paid leave taken by the worker.

Motives for justification of paid leave:

- **For marriage:** 15 calendar days.
- **Birth of a child:** 2 days, 4 if the worker has to travel. The worker with previous notice and justification can stay away from work with a right to full salary.
- It is recognised that a pregnant woman can take time off work to carry out prenatal tests and preparatory techniques for giving birth, with previous notice to the employer and justification of the necessity to do so during working hours.

- 
- **2 days, extendable to 4 if the worker has to travel for:** Death, accident or serious illness or hospitalisation of family members up to the second degree of blood line or kinship (1st Spouse, mother/father, children, son-in-law, daughter-in-law, in-laws; 2nd: Grandparents, brothers/sisters, brothers/sisters-in-law, nieces/nephews and grandparents-in-law)
 - **For changing or moving the habitual home:** 1 day
 - **To fulfil Union duties or for union representation:**
Hourly credit: a number of hours will be acknowledged for members of the Union Representatives Committee and shop stewards. These will vary in relation to the number of workers in the workplace.
 - **Performance of a public or private duty:** taking part in the electoral table or attending court cases: the time necessary to do so.
 - **For the nursing of minors:** For the nursing of a child under 9 months of age, the father or mother will have the right to one hour off work, which may be split in two halves.
 - **Work search:** 6 hours a week on the assumption that the contract will not be renewed for objective reasons.

The Collective Agreements can improve or extend these types of permit.

UNPAID LEAVE:

Unpaid leaves can be freely agreed upon by the parties (workers and employers), through collective negotiation or in an individual work contract.

e) Annual holidays

Are foreign workers entitled to holidays in the company?

Yes, this is a given right of both Spanish and foreign workers. **The workers holiday period cannot be less than 30 calendar days per year worked** (article 38 of the Workers Statute), but this may vary according to that established by the **Collective Work Agreement**.

HOLIDAYS

- This will be settled by agreement between the employer and the worker by common consent with that established by the collective agreements on annual holiday planning. These can be organised by successive organised turns or by the total suspension of the companies' activities (closing the company).
- If there is a disagreement legal action will be taken before the corresponding jurisdiction.
- **Every month worked generates 2.5 days of holidays.**
- **The holiday calendar will be set in each company.** The worker will know his/her corresponding dates at least 2 months from the proposed starting date.
- **Holidays will not be substitutable for economic compensation, except in the case of the contract ending which would make it impossible to benefit from the same.**
- **For temporary or seasonal workers, when the legal minimum holidays have not been enjoyed, the workers will receive, along with their salaries, the corresponding proportional part of their holidays.**

f) Salary

What is the salary?

The salary is the totality of the workers' economic payments for their professional services as a worker, and this salary may be paid in money or in kind. The salary in kind cannot exceed 30% of the salary payments.

The salary is fixed in the work contract, and the fixed amount cannot be less than that established in the collective agreement. The salary is divided into **base salary and extras salary.**

- **The base salary** is the part of the workers payment fixed in accordance with the professional category he/she carries out.
- **The extras salary** is paid in accordance with the type of work being carried out, they could be personal, such as, for example, a plus for speaking languages, or on the place of work where the worker may risks such as toxicity, he/she could also be rewarded for the quantity and quality of the work done and for the companies position or results. It is possible that some salary extras come fixed by the agreement and are of obliged payment, such as the agreement plus/bonus.
- **Non-salary or extra payments:** These are pluses or economic compensation for any expenses the worker has had as a result of his/her work activity (transport plus, plus for wear on work tools, or the maintenance of work clothing, among others. They are also called supplements).
- **Extras that mature in more than one month:** These are extra bonuses. Based on the collective agreement a certain number of payments are stipulated per year. There is usually one bonus in June and another in December, although there may be some more. These pays, only when the agreement allows it, can also be paid month by month, proportionally, and is what is known as shared out extra pays.

Where a collective agreement does not exist, the State Government sets the **minimum inter-professional wage (S.M.I.)** every year, so that no worker can earn less than that marked by the minimum wage. It is a minimum that has to be respected; therefore any other regulation (collective agreement or individual salary agreement) should guarantee it.

Minimum inter-professional wage (M.I.W.)

What is the minimum inter-professional wage?

The minimum payment amount that the worker will receive for a legal working day in any activity within agriculture, industry or services, without distinction of age or sex of the workers, whether they are fixed, temporary or seasonal workers or if they are service staff in family homes.

The minimum inter-professional salary is set each year by the Government, by Royal Decree, subject to agreement by the most representative union organisations and employer associations, bearing in mind the consumer price index, average national production rate, the increase of work share on the national income and the general economic situation.

- The amount is set by salary per day and salary per month and in the case of domestic workers it is also set by hourly rate.
- There will also be a six-monthly revision in the case of price index forecasts not being achieved.
- The minimum inter-professional wage, according to the Workers Statute is cannot be embargoed.
- **For the year 2008 the minimum wage for any kind of activity** is set at **20 euros per day** or **600 euros per month** depending on whether the salary is set by days or by months.
- This salary refers to the legal working day in each activity, without including the proportional part of Sundays and holidays in the case of daily salaries.
- The previously indicated quantities will be increased with the corresponding salary extras.

The yearly calculation of the minimum inter-professional wage for 2008, including extra pays, will not be less than 8,400.0 euros for full-time workers. In the case of shorter working days than the legal norm they will be paid the proportional part.

Value of the M.I.W. for domestic workers

- Will be that indicated for **<<any activity>>**. However, those who work by the hour will receive at least **4.7 euros** per hour worked.
- The proportional part of extra pays and holidays is included in said amount.

Value of the M.I.W. for Temporary or Seasonal workers

- When the working relationship is for no longer than 120 days they will receive, along with established daily minimum, the proportional part of the payment for Sundays and holidays, as well as the two extra pays to which, at least, every worker has the right, correspondent with the salary of 30 days in each of them. In no case can the daily quantity of the professional salary be less than **28,42** euros per working day.
- With respect to holiday pay, these workers will receive, along with the previously mentioned salary, the corresponding proportional part of the legal minimum holidays on the assumption that there were no coincidence between the holiday period and the duration of the contract.

g) Category or professional group

By professional group it is understood to be that which groups professional abilities, titles and general contents of the service, and may include as many professional categories as distinct functions or professional specialities. One professional category is the same as another when the necessary professional ability for carrying out the functions of the first allows the carrying out of the basic services of the second.

Do workers in the same company have to earn the same salary?

No, the salary will correspond to the professional category for which he/she is contracted. His/her category defines the professional abilities recognised by the companies as well as the activities he/she could perform depending on his/her category. Therefore each worker will receive a salary depending on these abilities and services carried out in the company.

The classification system for professional categories (engineers, 1st senior technicians, secondary technicians, first mate, second mate, third mate, labourers, assistant labourer, etc.) of the workers is agreed by collective negotiation between the company and the workers representatives.

REMEMBER! *It is important that the worker knows his/her collective agreement as it defines the corresponding salary table for professional groups or categories within the sector for which he/she works. As a worker you can apply for a job position, but this must coincide with your professional profile and you must accredit this with the title or certificate of studies.*

How can foreigners accredit their professional abilities?

Foreigners, in order to accredit their professional abilities and title in Spain (with the qualifications obtained in their home country or country of origin) have to carry out the corresponding Homologation of Qualifications, and this could be for: University or non-university qualifications.

What is the homologation of qualifications?

It is the recognition of the official validity of the education completed for the obtaining of a foreign qualification, as the equivalent to that required for securing a Spanish qualification. Homologation grants the same effects as the Spanish qualification or academic grade for which it is being homologated, official university diplomas: master or graduate, professional technician, high school certificate, medium grade and superior vocational training, depending on the case.

Where does one homologate a qualification?

In the Ministry of Education and Science. To present the documentation those interested can go to one of their offices: Inspection Registry of the Ministry for Education and Sciences for the homologation of titles in Barcelona: Calle Bergara, 12, 1st floor (near Plaza Catalunya).

Orientation and guidance service for the homologation of qualifications

There are other help services for immigrants where they can guide and inform you of requirements and procedures to apply for homologation or validation of qualifications. One of these is **AMIC (Association for mutual help for immigrants in Catalonia)** in collaboration with SAIER (Help Service for immigrants, foreigners and refugees) of the Barcelona town hall.

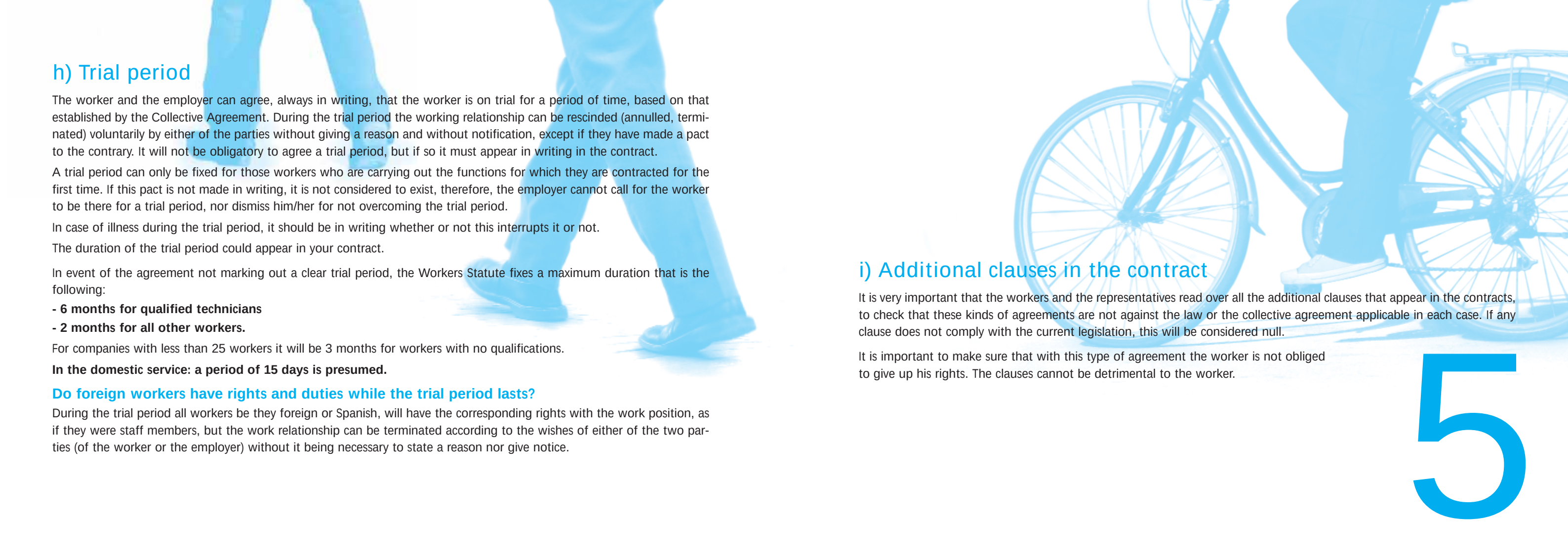
To request an appointment you have to go to SAIER:

Av. Paral·lel 202-204 (Metro Plaza Espanya)

Tel.: 932924077

Opening hours: Monday, Tuesday and Thursday from 9am to 6pm

Wednesday from 9am to 8pm; Friday from 9am to 2pm



h) Trial period

The worker and the employer can agree, always in writing, that the worker is on trial for a period of time, based on that established by the Collective Agreement. During the trial period the working relationship can be rescinded (annulled, terminated) voluntarily by either of the parties without giving a reason and without notification, except if they have made a pact to the contrary. It will not be obligatory to agree a trial period, but if so it must appear in writing in the contract.

A trial period can only be fixed for those workers who are carrying out the functions for which they are contracted for the first time. If this pact is not made in writing, it is not considered to exist, therefore, the employer cannot call for the worker to be there for a trial period, nor dismiss him/her for not overcoming the trial period.

In case of illness during the trial period, it should be in writing whether or not this interrupts it or not.

The duration of the trial period could appear in your contract.

In event of the agreement not marking out a clear trial period, the Workers Statute fixes a maximum duration that is the following:

- **6 months for qualified technicians**
- **2 months for all other workers.**

For companies with less than 25 workers it will be 3 months for workers with no qualifications.

In the domestic service: a period of 15 days is presumed.

Do foreign workers have rights and duties while the trial period lasts?

During the trial period all workers be they foreign or Spanish, will have the corresponding rights with the work position, as if they were staff members, but the work relationship can be terminated according to the wishes of either of the two parties (of the worker or the employer) without it being necessary to state a reason nor give notice.

i) Additional clauses in the contract

It is very important that the workers and the representatives read over all the additional clauses that appear in the contracts, to check that these kinds of agreements are not against the law or the collective agreement applicable in each case. If any clause does not comply with the current legislation, this will be considered null.

It is important to make sure that with this type of agreement the worker is not obliged to give up his rights. The clauses cannot be detrimental to the worker.

Working relationship documents: pay slip

What is a payslip?

It is the individual receipt that justifies the payment of the salaries. There is no official model; other models can substitute this as long as they clearly indicated and with the necessary separation, the different perceptions of the workers and the corresponding deductions.

The pay slip has to be received punctually each month. It has to be signed by the worker accordingly to having received said salary. Therefore, if the quantity does not comply with the fixed salary in the corresponding Collective Agreement this does not rule out that eventually, the exact quantity can be reclaimed.

Basic structure of a pay slip

The pay slip has to contain the following concepts:

COMPANY DETAILS

- Name of the company
- Address
- The company's tax registration number (N.I.F. or C.I.F.)
- Contributory Account Code or affiliation number for the Social Security
- Name of the employer

WORKERS DETAILS

- Name and surname of the worker
- Foreigner Identity Number (D.N.I./N.I.E.)
- Professional category
- Social Security number
- Salary group
- Starting date

AMOUNTS DUE

- These are the sums the worker receives based on his/her job (basic wage and supplementary wages). Generally these concepts appear first or in the central part of the pay slip and are those that are taxable (they generate benefits). In the lower section, or continuing from the previous, the expenses are noted; if they exist (food, miles...) these are normally not taxable by the Social Security.

DEDUCTIONS

- Based on the annual salary, or time contracted, in the case of seasonal work, a percentage will be discounted for Income tax (IRPF), which in the case of seasonal contracts can never be less than 2%.
- The corresponding part of the Social Security will also be deducted, which will vary depending on whether the contract is temporary or fixed, never being less than 6.35%.

NET PAY

- This is the final quantity paid to the worker.

OTHER CHARACTERISTIC DETAILS OF THE PAY SLIP

- Month of payment
- Date of payment

6

Termination of the contract

What does the termination of the contract mean?

It means the end of a relationship, the disappearance of that which unites an employer and a worker and the mutual possibility of not demanding anything more of each other. The worker does not have to continue working, and the employer is not obliged to pay from the termination date, this may be caused by reasons that have nothing to do with the wishes of the parties or on the other hand it may be exactly the wish of the parties.

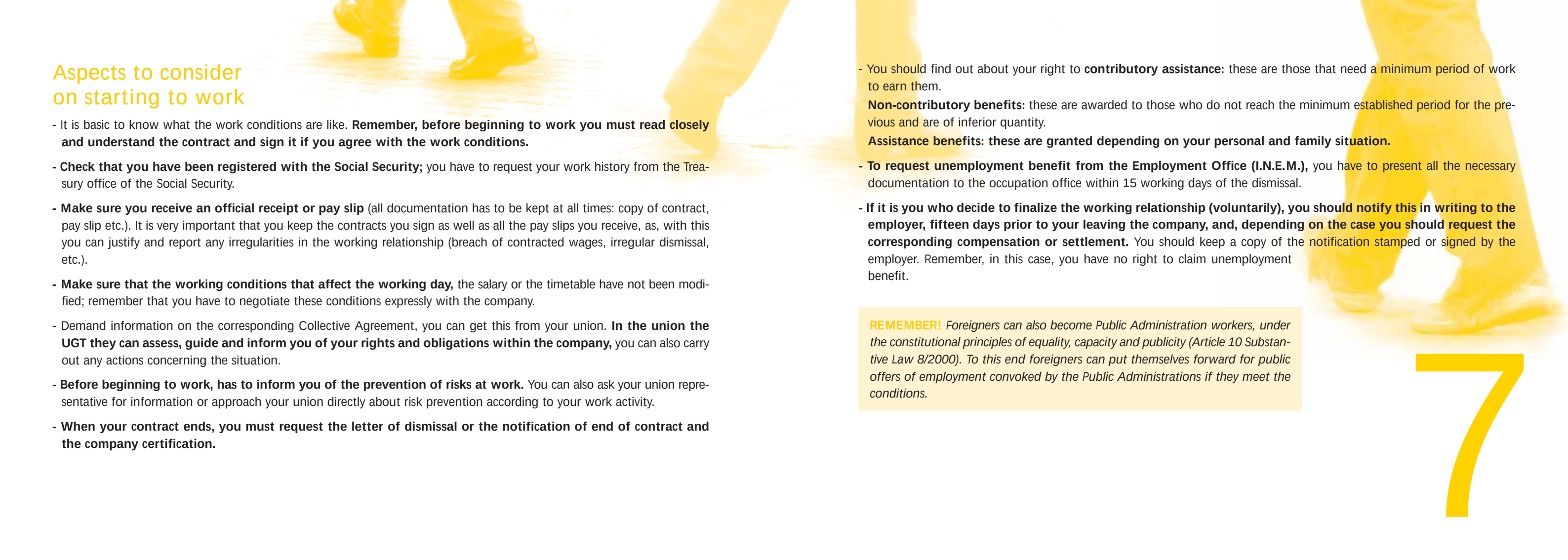
- Reasons out with the desires of the parties
Such as reasons not linked to the parties:
 - Objectives: reasons of 'force majeure', that makes it impossible to work (explosion, flood, fire...)
 - Closure of the company for economic or technological reasons
- Such as reasons that affect the individuals
- Subjective:
 - Death or incapacity of the employer or the worker
 - Reasonable legal objectives

- Reasons depending on the wishes of the parties
- Objective:
- End of contract, job or given service
 - Reasons stated in the contract
 - Retirement of the worker or employer
- Subjective:
- The employer wishes to terminate: dismissal
 - The worker wishes to terminate: desertion or resignation
 - The workers wishes based on a breach of contract by the employer
 - For economic or technological reasons

What is a settlement?

It is an economic perception (or liquidation) that is received when a working relationship comes to an end. This contains basic points those relating to the calculation of the extra pays generated since the last payment received and which have not been collected, such as holidays earned by the worker that he/she has not enjoyed. This is the only time that a worker can be paid for the concept of holidays, as he/she cannot use them they are paid in cash. It may also be that he/she has taken more holidays than entitled to and therefore what will appear in the settlement is a quantity in negative whereby the worker returns in cash the extra days taken.

REMEMBER! *The UGT (General Workers Union) can assess you on the quantity you should receive they will inform and guide you on what actions to take. It is important that you know that a worker can never be dismissed verbally; the dismissal will always be in writing.*



Aspects to consider on starting to work

- It is basic to know what the work conditions are like. **Remember, before beginning to work you must read closely and understand the contract and sign it if you agree with the work conditions.**
- **Check that you have been registered with the Social Security;** you have to request your work history from the Treasury office of the Social Security.
- **Make sure you receive an official receipt or pay slip** (all documentation has to be kept at all times: copy of contract, pay slip etc.). It is very important that you keep the contracts you sign as well as all the pay slips you receive, as, with this you can justify and report any irregularities in the working relationship (breach of contracted wages, irregular dismissal, etc.).
- **Make sure that the working conditions that affect the working day,** the salary or the timetable have not been modified; remember that you have to negotiate these conditions expressly with the company.
- Demand information on the corresponding Collective Agreement, you can get this from your union. **In the union the UGT they can assess, guide and inform you of your rights and obligations within the company,** you can also carry out any actions concerning the situation.
- **Before beginning to work, has to inform you of the prevention of risks at work.** You can also ask your union representative for information or approach your union directly about risk prevention according to your work activity.
- **When your contract ends, you must request the letter of dismissal or the notification of end of contract and the company certification.**

- You should find out about your right to **contributory assistance:** these are those that need a minimum period of work to earn them.

Non-contributory benefits: these are awarded to those who do not reach the minimum established period for the previous and are of inferior quantity.

Assistance benefits: these are granted depending on your personal and family situation.

- **To request unemployment benefit from the Employment Office (I.N.E.M.),** you have to present all the necessary documentation to the occupation office within 15 working days of the dismissal.
- **If it is you who decide to finalize the working relationship (voluntarily), you should notify this in writing to the employer, fifteen days prior to your leaving the company, and, depending on the case you should request the corresponding compensation or settlement.** You should keep a copy of the notification stamped or signed by the employer. Remember, in this case, you have no right to claim unemployment benefit.

REMEMBER! *Foreigners can also become Public Administration workers, under the constitutional principles of equality, capacity and publicity (Article 10 Substantive Law 8/2000). To this end foreigners can put themselves forward for public offers of employment convoked by the Public Administrations if they meet the conditions.*

The law of the workers statute

What is the Workers Statute?

The Workers Statute is the basic norm that regulates working relationships in the Spanish State, that is, it gathers all the legal framework of employed workers. In the Statute the rights and obligations of the workers and for the employers are established. Some minimum work guarantees that can be extended or improved in the collective negotiation within the company, the sector of activity or the corresponding geographical ambit which gives way to the so-called **collective agreements**.

LABOUR RIGHTS RECOGNISED IN THE WORKERS STATUTE

- Right to work and to free unionisation
- Right to representation and collective negotiation
- Right to adopt collective conflict measures
- Right to meeting, right to participation in the company

The Workers Statute gathers, among others, the following points

The forms of hiring (types of contract), working day, overtime, rests and feast days, permits, holidays, functional mobility, geographic mobility, etc.

Work conditions that are improved and extended in the collective agreements.



Collective agreement

Collective agreements are the result of well-developed negotiations between the workers representatives and the employers and is an agreement freely adopted by them according to their collective autonomy.

Through the collective agreements, the workers and employers regulate the work conditions and productivity.

A collective agreement can regulate matters of an economic, labour, or union nature and in general anything else that affects the work conditions and the area of relations of the workers and their representative organisations with the employer and with the association of employers.

The agreements have to state at least the following contents:

- Parties to the collective agreements
- Personal, functional, territorial and temporary range
- Form and report of the agreement
- Validity of the agreement (it is up to the negotiating parties to establish the period of application or validity of the agreement)

Right to collective representation

What is collective negotiation?

The workers have the right to participate in the company through the representative bodies. All workers have the right to collective negotiation, which allows them to negotiate their work conditions with their employers. The collective organisation is structured on the basis of the sectors of activity, the territories and the companies. Collective negotiation is done between the union representation and the employers.

Through collective negotiation they can articulate information processes and pursuing objective dismissals, in the corresponding area.

Workers representatives

These bodies can be:

Staff delegates: In companies with less than 50 and more than 10 workers they can have a staff delegate. In the case of those companies with less than 10 workers they can have a staff delegate if the majority decide so. The delegates can represent the workers before the company. They will have the same responsibilities as established for the Union Representatives Committee.

Union Representative Committee: is the representative body and arbitrator of the workers as a whole in the company or in the work centre for the defence of their interests a Union Representative Committee will be constituted where there are more than 50 workers.

Union Representatives Committee's functions:

1. Receive quarterly information on the evolution of the work market corresponding to the economic sector to which the company pertains, on the situation of production, company sales, production programme, new signings and the contract conditions.
2. Receive the basic copy of the contracts within 10 days of their signing.
3. To know the balance, the results account, the report and other documents shown to the company's partners.

10

- 
4. The delegates are obliged to issue a report of the employers decisions prior to their being carried out: on staff restructuring, reduction of the working day, the company's training program, work inspections and organisational systems, etc.
 5. To be informed of all disciplinary action for serious faults by the workers.
 6. To be vigilant of the compliance with the applicable norms in terms of work materials, Social Security, and work, also the control of health and safety conditions for carrying out work in the company.

Elections of delegates and union representative committee

These voting characteristics have to be carried out:

- Constitution of the Electoral board: will be in charge of supervising the whole electoral process, it has to carry out the ballot (counting of votes), file the corresponding report and resolve any complaints that may come up. The board will be made up of a president (the longest serving worker in the company) and two members (the oldest and youngest voter – the latter being the secretary), substitutes (those who come after the board officials in order of seniority). The board will be in charge of communicating the elections act in advance to the company as well as the workers who make up the board and the work representatives.
- Voting for delegates and union representative committee. The elections or the act of voting will take place in the place of work and during the working day, bearing in mind the norms that regulate voting by post The employer must supply the means to carry out the voting and the entire voting process. The workers will choose by effective, secret and direct voting, that is , by free personal election.

Promotion of the elections

In order to promote staff delegates and union representative committee members, the most representative union organisations, those who have more than ten percent of the representatives in the place of work, can request the electoral promotion.

10

Catalan Employment Service (S.O.C.)

What is the S.O.C.?

It is an organization created by law that is attached to the Department of Work. Its functions are that of looking after labour intermediation, the supply and demand of the labour market through a public network in Catalonia, so that they are aimed at people looking for work and companies who need staff. It is all about a database to which many properly authorised, collaborating centres, have access. It also promotes an improved work occupancy rate for citizens.

Two levels of action:

- **The Job Centres (I.N.E.M.)**

You can consult the Catalan Employment Services web site to find the nearest office to your house:

<http://www.oficinatreball.net>

The centres for Innovation and occupational learning (C.I.F.O.S.)

They are reference centres for professional training. In the S.O.C. web site you will find information on courses and centres in and around Barcelona:

http://www.oficinatreball.net/socweb/export/sites/default/socweb_ca/web_institucional/cifo/cifo_barcelona.html

Catalan Employment Service Offices (O.S.O.C.)

These offices, known until recently as The Generalitat's Work Offices, help people who are looking for work and also take care of officially registering the hiring and firing in the work market, that is , the signed and finalised contracts within the O.S.O.C.'s zone.

People looking for work or improve their job can enrol with the O.S.O.C. In the offices you can get information on training courses for the unemployed.

You can find your nearest job centre by phoning **010 Citizens advice, Barcelona town hall.**

Can foreigners enrol in this O.S.O.C. office?

People over 16 years

- Those foreigners with an exceptional circumstances residency permit can enrol
- Refugees

Regrouped people (the regrouped people and refugees can only enrol for realising or looking for courses, but not to look for job offers, this will be when the identity card is modified)

- Those people with a work and residency permit of more than 3months.

11

What documents should you present?

- Foreign Identification document, N.I.E.
- Social Security affiliation document (for those seeking work)
- Curriculum Vitae
- All titles, diplomas or certificates you possess

O.S.O.C. services:

If it is the first time that you use the service or if you wish to modify your C.V. details that they have in the office, request:

- a) A personal interview: to have your C.V. in the database. It is convenient that you comment in this interview or bear in mind that the civil servants will take note of your training but remember you have to accredit them through homologated titles. As for your work experience, you must present you last contracts and payments to the Social Security.

It is also important that in this interview you comment on whether you are interested only in enrolling for job offers or if you are interested in training too (remember that in this office they can inform you of courses for the unemployed as well as training with a contract). Comment on all the aspects that facilitate your access to the work market (your professional profile and other personal features or acquired work experience – hybrid profiles).

- b) Consulting offers on the announcement board: in the employment offices you will find a notice board or folders with information on courses, job offers and other job related themes. The offers are presented in zones (by offices) and each offer has a corresponding reference number.
- c) Consult the S.O.C. Internet site: for courses, job offers.

http://www.oficinatreball.net/socweb/opencms/socweb_ca/home.html

<http://oficinadetreball.net>

REMEMBER! *The employment office formalises the inscription and gives the applicant a sheet of paper containing the date when he/she has to come back to the office to stamp the renewal. If you do not turn up, the office takes for granted that the claimant is no longer interested and that he/she wishes to be removed as a job searcher.*

Social Security

Affiliation to the social security

On formalising a contract you are then registered for payment with the Spanish Social Security. Affiliation is obligatory for all workers (employed or self-employed, autonomous, students, public and civil servants, and soldiers, with regard to kinds of payment.

The Social Security System is made up of:

- General regime
- Special regimes

a) General regime (employees)

This affiliation will allow you, as a worker, to assure cover for different kinds of risks:

Those corresponding to illness, maternity, unemployment benefit, old age, retirement pension; Protection loans for the family; Work accidents and professional illnesses; Family services; Provision for death and survival for your spouse and children

HEALTH SERVICE BENEFITS: The Social Security's health service is made up of a group of medical and pharmaceutical provisions destined to conserve and to restore the health of the beneficiaries.

SUBSIDY FOR TEMPORARY INCAPACITY: is an economic provision admitted to a person when incapacitated temporarily for work because of a risk that requires medical attention.

MATERNITY BENEFITS: is the economic provision given to a person who is taking the legally established rest because of maternity or adoption.

UNEMPLOYMENT BENEFITS: is the benefit for people who lose their job or who have their hours cut back and find themselves in a situation of being legally unemployed.

Requirements: be affiliated to the Social Security and have an up to date situation. You must have at least 360 days of quotas paid up. You are in a legal state of unemployment, and accredit availability to look for work and accept the adequate position.

The duration of the benefits is on the basis of those days effectively worked in the 6 years previous to the legal unemployment situation or at the time of ceasing to pay contributions.

PENSIONS: are benefits that are conceded for different motives.

- Invalidity: is the economic provision one receives for incapacity to work; it can be a temporary or indefinite benefit.
- Retirement: is the economic provision you receive on retiring.
- Widowhood, orphanhood or death: economic provision that the people affected by each of these circumstances receives and either they or their spouse or children etc. may receive it.

REMEMBER! *These retentions made by your employer form your salary have to show on your pay slip, all the quantities you have to pay as dues to the Social Security.*



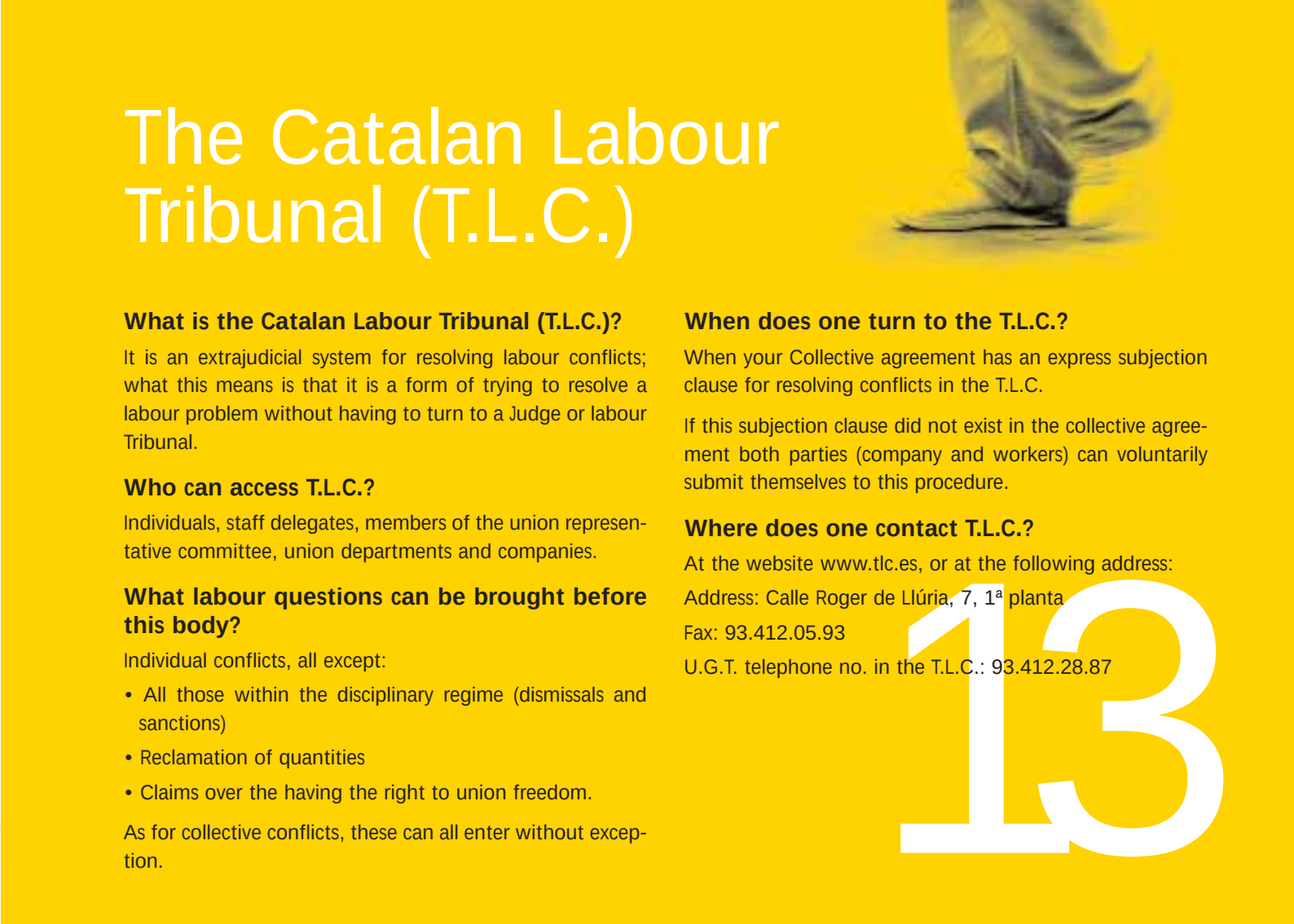
b) Special regime in the Social Security (autonomous or self-employed)

Those people who are self-employed without being tied to a work contract, **MUST** be under the special regime of the Social Security.

The special regime consists of, among others:

- General regime of the Social Security
- Special Agricultural regime
- Special regime for self-employed or autonomous workers
- Special regime for mining and coal
- Special regime for domestic workers
- Special regime for Sea Workers

For more information you can check the web page: <http://www.seg-social.es/inicio/>



The Catalan Labour Tribunal (T.L.C.)

What is the Catalan Labour Tribunal (T.L.C.)?

It is an extrajudicial system for resolving labour conflicts; what this means is that it is a form of trying to resolve a labour problem without having to turn to a Judge or labour Tribunal.

Who can access T.L.C.?

Individuals, staff delegates, members of the union representative committee, union departments and companies.

What labour questions can be brought before this body?

Individual conflicts, all except:

- All those within the disciplinary regime (dismissals and sanctions)
- Reclamation of quantities
- Claims over the having the right to union freedom.

As for collective conflicts, these can all enter without exception.

When does one turn to the T.L.C.?

When your Collective agreement has an express subjection clause for resolving conflicts in the T.L.C.

If this subjection clause did not exist in the collective agreement both parties (company and workers) can voluntarily submit themselves to this procedure.

Where does one contact T.L.C.?

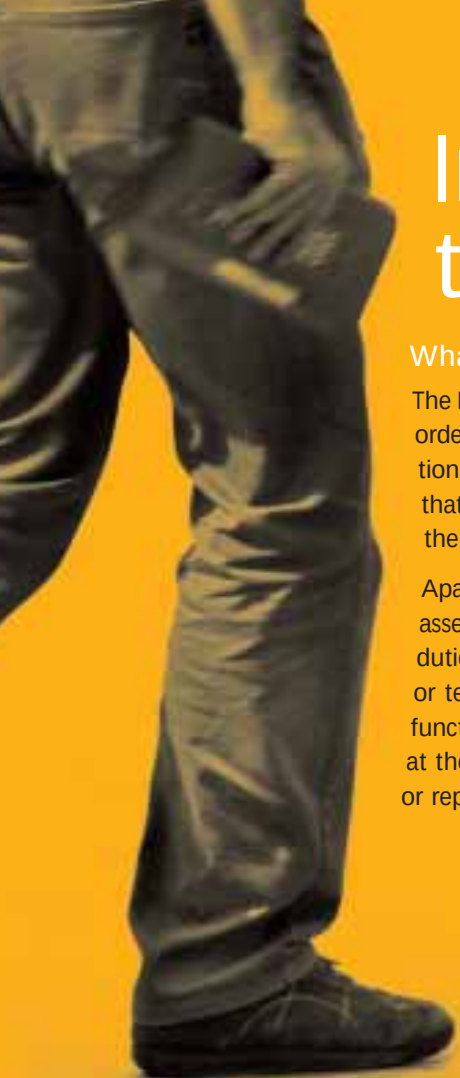
At the website www.tlc.es, or at the following address:

Address: Calle Roger de Llúria, 7, 1ª planta

Fax: 93.412.05.93

U.G.T. telephone no. in the T.L.C.: 93.412.28.87

13



Inspection of Work and the Social Security-ITSS

What is the Inspection of Work and Social Security?

The Inspection of Work and Social Security is a public service that ensures that the norms of social order are complied with and demands the corresponding responsibilities in the case of an infraction or non-fulfillment. The services include requesting pertinent administrative responsibilities that may be incurred by the companies and workers as well as assessment and information for the same in work matters and the social security.

Apart from this function as social police, the Inspection carries out functions of information, assessment and warnings with visits to help the social agents in carrying out their respective duties and obligations, as well as that of conciliation, mediation and arbitration in the conflicts or tense situations which come about in the area of work relations. The Inspection carries out functions of information and technical assessment for the jurisdictional or administrative bodies at their request. Finally, the Work Inspection attends to consultations, complaints, reclamations or reports that the citizens present both verbally and in writing.



In what issues can the I.T.S.S. intervene

- Work-related issues: such as contracts, working day, and salaries.
- Union-related issues;
- Prevention of risks at work;
- Normative of the Social Security System: affiliation, membership, dues, and loans
- Employment and unemployment, professional training
- Foreigners work
- Inequality or discrimination in work

Who can report to the I.T.S.S.?

Any people with knowledge of acts that may constitute an infraction in matters that are the competences of the I.T.S.S. (labour, health and safety at work, social security, work, etc.) can demand the services of the Inspection of Work and Social Security. These services must be requested in writing in the Provincial offices of the Inspection of Work and Social Security. Under no circumstances shall reports be accepted by electronic mail.

According to article 9.1.f of the aforementioned Royal decree 928/1998, the written accusation must include:

- Identification details of the person making the complaint and their signature
- The supposed acts constituting the infraction.
- Date and place of happening
- Identification of those supposedly responsible
- Any other relevant circumstances

Can one make an anonymous report to the I.T.S.S.?

In accordance with article 13.2 of the Law 42/1997, of the 14th of November.

Contact addresses for the itss in Catalonia

TERRITORIAL ADDRESS

Travessera de Gràcia, 303-311, 8ª planta
08025 Barcelona
e-mail: dcatalunya@mtas.es
Telephone information: 93 401 30 00
Telephone: 93 401 30 03 / 93 401 30 04

PROVINCIAL INSPECTIONS-UNITS SPECIALISED IN THE SOCIAL SECURITY

BARCELONA:

Travessera de Gràcia 303-311
08025 Barcelona
Telephone information: 93 401 30 00
Fax: 93 459 33 35

GIRONA:

C/ Álvarez de Castro, 4
17071 Girona
Telephone: 972 20 59 33
Fax: 972 20 97 85

TARRAGONA:

C/ Vidal i Barraquer, 20
43005 Tarragona
Telephone: 977 23 37 14 / 30 59
Fax: 977 21 12 94

LLEIDA:

Riu Besòs, 2
25071 Lleida
Telephone: 973 21 63 80
Fax: 973 20 49 43

UNITS SPECIALISED IN THE S.S. WITH A DIFFERENT ADDRESS TO THAT OF THE PRIVINCIAL INSPECTION

BARCELONA:

C/ Indústria, 114
08025 Barcelona
Telephone: 93 450 39 43
Fax: 93 450 06 57

GIRONA:

Av. Josep Tarradellas, 3
17006 Girona
Telephone: 972 40 91 11
Fax: 972 40 91 54

Territorial unions and delegations of the UGT

BARCELONA:

UGT

Rambla de Santa Mónica, 10
08002 Barcelona
Tel: 93 304 68 00
Fax: 93 304 68 53
ugt@catalunya.ugt.org

AMIC

Rambla de Santa Mónica, 10
08002 Barcelona
Tel: 93 304 68 41 / Fax: 93 304 68 28
www.associacioamic.com
amic@catalunya.ugt.org

ANOIA-ALT PENEDEÈS-GARRAF:

ugt@apg.ugt.org

08800 Vilanova
C. de Sant Josep, 5
Tel: 93 814 14 40
Fax: 93 811 58 87

08720 Vilafranca del Penedès

Pl. del Penedès, 4, 2n pis
Tel: 93 890 39 06
Fax: 93 817 10 75

BAGES-BERGUEDÀ:

ugt@bagesbergueda.ugt.org

08240 Manresa
Pg. de Pere III, 60-62
Tel: 93 874 44 11
Fax: 93 874 62 61

08600 Berga

Ronda Moreta, 23
Tel: 93 821 25 52
Fax: 93 822 19 21

08700 Igualada

C. de la Virtut, 42-43, 3è
Tel. 93 803 58 58
Fax: 93 805 33 13

08770 Sant Sadurní d'Anoia

Pg. de Can Ferrer del Mas, 1 B
Tel. 93 891 19 22
Fax: 93 891 19 22

08786 Capellades

C. d'Oló, 20 bis
Tel: 93 801 27 50

08295 Sant Vicenç de Castellet

C. de Creixell, 23
Tel: 93 833 19 64

16

BAIX LLOBREGAT:

ugt@baixllobregat.ugt.org

08940 Cornellà

Ctra. d'Esplugues, 240-242

Tel: 93 261 90 09

Fax: 93 261 91 34

08820 El Prat de Llobregat

C. de Madoz, 37

Tel: 93 478 07 97

Fax: 93 478 04 87

COMARCAS DE GIRONA:

ugt@girona.ugt.org

17001 Girona

C. de Miquel Blay, 1, 3a i 4a planta

Tel: 972 21 51 58 / 972 21 09 76

Fax: 972 20 81 71

17100 La Bisbal d'Empordà

C. de Marimont Aspres, 16, 2a

Tel: 972 64 12 94

17500 Ripoll

Pg. de Ragull, s/n

Tel: 972 71 44 44

Fax: 972 71 44 44

08760 Martorell

Pg. dels Sindicats, 226 C, Solàrium

Tel: 93 775 43 16

Fax: 93 776 54 76

17820 Banyoles

Pl. Servitas, s/n

Tel: 972 57 58 64

17800 Olot

Av. de la República Argentina, s/n

Tel: 972 27 08 32

Fax: 972 27 08 32

17310 Lloret de Mar

Apartat de Correus 846 (Estació d'autobusos)

Tel: 972 37 32 40

Fax: 972 37 32 40

08840 Viladecans

C. de Sant Climent, 14, baixos

Tel: 93 637 01 88

Fax: 93 637 77 52

17600 Figueres

C. del Poeta Marquina, s/n

Tel: 972 50 91 15

Fax: 972 50 91 15

17230 Palamós

C. de Josep Joan, s/n

Tel: 972 60 19 88

Fax: 972 60 19 88

L'HOSPITALET:

ugt@hospitalet.ugt.org

08901 L'Hospitalet de Llobregat

Rambla de Marina, 429-431 bis

Tel: 93 338 92 53

Fax: 93 261 24 25

VALLÈS ORIENTAL-MARESME:

ugt@nom.ugt.org

08400 Granollers

C. d'Esteve Terrades, 30-32

Tel: 93 870 42 58

Fax: 93 879 65 17

08100 Mollet del Vallès

C. de Balmes, 10, 2a planta

Tel: 93 579 07 17

Fax: 93 579 07 17

BARCELONÈS:

badalona@catalunya.ugt.org

08912 Badalona

Miquel Servet, 211 interior

Tel: 93 387 22 66

Fax: 93 387 25 12

08302 Mataró

Pl. de les Tereses, 17

Tel: 93 790 44 46

Fax: 93 755 10 17

08170 Sant Celoni

C. de Sta. Rosa, 37

Tel: 93 867 16 54

OSONA:

osona@catalunya.ugt.org

08500 Vic

Pl. d'Osona, 4, 1a

Tel: 93 889 55 90

Fax: 93 885 24 84

UGT TERRES DE L'EBRE:

ugt@tortosa.ugt.org

43500 Tortosa

C. de Ciutadella, 13, 1a planta

Tel: 977 44 44 56

Fax: 977 44 33 81

TERRES DE LLEIDA:

tfarre@lleida.ugt.org

25002 Lleida

Av. de Catalunya, 2

Tel: 973 27 08 01

Fax: 973 28 10 15

25530 Vielha

Av. de Castiero, 15

Tel: 973 64 25 49

Fax: 973 64 25 49

08560 Manlleu

C. Vendrell, 33

Tel: 93 851 31 30 / Fax: 93 851 30 69

manlleu@catalunya.ugt.org

43870 Amposta

Av. de la Ràpita, 2, 2n pis

Tel: 977 70 02 40

25300 Tàrrrega

C. d'Alonso Martínez, 4

Tel: 973 50 00 49

Fax: 973 50 00 49

25700 La Seu d'Urgell

C. d'Armengol, 47

Tel: 973 35 39 03

43740 Móra d'Ebre

Pl. de la Democràcia, s/n

Tel: 977 40 00 23

25280 Solsona

Camp del Molí, planta baixa

Tel: 973 48 23 05

Fax: 973 48 23 05

UNIÓ TERRITORIAL TARRAGONA:

ugt2@tarragona.ugt.org

43003 Tarragona

C. d'Ixart, 11, 3a i 4a planta

Tel: 977 21 31 31/977 24 54 95

Fax: 977 23 42 01

43700 El Vendrell

C. del Nord, 11 i 13, 1a planta

Tel: 977 66 17 51

VALLÈS OCCIDENTAL:

ugt@vallesocc.ugt.org

08202 Sabadell

Rambla, 73

Tel: 93 725 76 77 / 93 725 71 54

Fax: 93 725 72 22

08290 Cerdanyola del Vallès

C. de Sant Salvador, 6

93 691 36 51

43204 Reus

Pl. Villarroel, 2, 1a i 2a planta

Tel: 977 77 14 14

Fax: 977 86 28 20

43400 Montblanc

Pl. Poblet i Teixidó, 10, 1a planta

Tel: 977 86 28 20

08221 Terrassa

C. de la Unió, 23

Tel: 93 780 93 66 / 93 780 97 66

Fax: 93 780 91 77

43800 Valls

Pl. del Pati, 14, 2a planta

Tel: 977 60 33 04

08191 Rubí

C. de Joaquim Bartrina, 11-13

93 697 02 51





Labour guidebook for immigrant workers

Guia laboral per a treballadors immigrants

Col·labora



amb el suport de:



Generalitat de Catalunya
Departament d'Acció Social i Ciutadania
Secretaria per a la Immigració