

I. COMMUNITY OF MADRID

C) Other Provisions

Department of Economy, Finance, and Employment

- 1** *RESOLUTION of July 4, 2025, issued by the General Directorate of Labor of the Department of Economy, Finance, and Employment, regarding the registration, filing, and publication of the collective bargaining agreement for the group of companies belonging to the Biomedical Research Foundations of the SERMAS Health Institutions (Code No. 28102923012020).*

Having examined the text of the Collective Bargaining Agreement of the Group of Companies of the Biomedical Research Foundations of the SERMAS Health Institutions, signed by its Negotiating Committee on April 28, 2025, and having verified that the documentation required under Articles 6 and 7 of Royal Decree 713/2010, of May 28, regarding the registration and filing of collective bargaining agreements, collective labor agreements, and Equality Plans, and in accordance with the provisions of Article 2.1.a) of said Royal Decree, Articles 90.2 and 3 of the Consolidated Text of the Workers' Statute Act, approved by Royal Legislative Decree 2/2015, dated October 23, and Article 1 of Decree 38/2023, dated June 23, issued by the President of the Community of Madrid, establishing the number and names of the Regional Ministries of the Community of Madrid, in conjunction with Article 31 of Decree 230/2023, dated September 6, issued by the Governing Council, which establishes the organizational structure of the Department of Economy, Finance, and Employment, this General Directorate

RESOLVES

1. To register said Agreement in this Directorate's Registry of Collective Bargaining Agreements, Collective Labor Agreements, and Equality Plans, and to proceed with the corresponding filing with this Agency.

2. To order the publication of this Annex, which is mandatory and free of charge, in the OFFICIAL GAZETTE OF THE COMMUNITY OF MADRID.

An appeal may be filed against this resolution with the Vice-Department of Economy and Employment of the Department of Economy, Finance, and Employment of the Community of Madrid, in accordance with Articles 112, 121, and 122 of Law 39/2015, of October 1, within one month, counted from the day following this notification, with the deadline extended to the next business day if the last day falls on a non-business day.

Madrid, July 4, 2025.—The Director General of Labor, Silvia Marina Parra Rudilla.

**COLLECTIVE BARGAINING AGREEMENT FOR THE GROUP OF COMPANIES BELONGING TO
THE BIOMEDICAL RESEARCH FOUNDATIONS OF THE SERMAS SOCIAL SECURITY
INSTITUTIONS**

PREAMBLE

This collective bargaining agreement for the group of companies of the Biomedical Research Foundations has been negotiated and signed, on the one hand, by the employer representatives of the Biomedical Research Foundations of the Healthcare Institutions affiliated with the Madrid Health Service (SERMAS) and, on the other hand, by the labor unions: the Federation of Health and Social-Healthcare Sectors of Comisiones Obreras of Madrid and the UGT Federation of Public Services of Madrid. Both parties comprise the Negotiating Committee, in accordance with the provisions of Article 87 of the consolidated text of the Workers' Statute Law approved by Royal Legislative Decree 2/2015, of October 23 (hereinafter, the Workers' Statute).

CHAPTER I GENERAL

PROVISIONS

Article 1. Scope

This Collective Bargaining Agreement for the group of companies comprising the Biomedical Research Foundations (hereinafter "Foundations") establishes and regulates the working conditions of employees who provide services at the Biomedical Research Foundations of the Health Institutions affiliated with the Madrid Health Service (hereinafter SERMAS) of the Community of Madrid, as listed below, without prejudice to any other biomedical research foundations that may be created in the future within SERMAS and that request to join this agreement:

- a) Gregorio Marañón Hospital Foundation for Biomedical Research.
- b) La Princesa University Hospital Biomedical Research Foundation.
- c) Príncipe de Asturias University Hospital Biomedical Research Foundation.
- d) Ramón y Cajal University Hospital Biomedical Research Foundation.
- e) Puerta de Hierro University Hospital Biomedical Research Foundation.
- f) Biomedical Research Foundation of the 12 de Octubre University Hospital.
- g) La Paz University Hospital Biomedical Research Foundation.
- h) San Carlos University Clinical Hospital Biomedical Research Foundation.
- i) Biomedical Research Foundation of the Getafe University Hospital.
- j) Niño Jesús University Children's Hospital Biomedical Research Foundation.
- k) Foundation for Primary Care Biomedical Research and Innovation of the Community of Madrid.
- l) Foundation for Biomedical Research and Innovation at the Infanta Leonor University Hospital and the Southeast University Hospital.
- m) Foundation for Biomedical Research and Innovation at the Infanta Sofía University Hospital and the Henares University Hospital.

Article 2. Scope of Application and Covered Personnel

This Collective Bargaining Agreement shall apply to personnel providing services at the Foundations of the Healthcare Institutions of the Madrid Health Service, through an employment contract formalized in writing with the aforementioned Foundations under any of the terms provided for by current regulations, including those established in Law 14/2011, of June 1, on Science, Technology, and Innovation.

1. Personnel Excluded from the Scope of Application

The personnel listed below are excluded from the scope of application of this Collective Bargaining Agreement:

- a) Senior management personnel, subject to Royal Decree 1382/1985, of August 1.

- b) The personnel referred to in Articles 1.3 and 2 of the Workers' Statute, as well as any other personnel whom this regulation may exclude from its scope of application.
- c) Staff at centers and organizations affiliated with the Madrid Health Service as provided for in the second additional provision of Decree 246/2023, dated October 4, of the Governing Council, establishing the management structure of the Madrid Health Service.
- d) Professionals who, in the exercise of their independent professional practice, receive financial compensation for said activity, even if, by agreement, they carry out their professional activity on the premises of the Foundations. In such cases, the provisions set forth in the written contracts or agreements formalizing the provision of their services and/or external collaboration shall prevail.
- e) Staff employed on a fellowship basis. Such staff shall be governed exclusively by the terms and conditions set forth in the respective calls for applications.
- f) Staff who have an employment relationship with subcontracted companies providing services to the Foundation.
- g) Staff affiliated with the corresponding hospital administration or primary care administration through appointment or an employment contract under the terms provided for in the Workers' Statute and Law 14/2011 of June 1 on Science, Technology, and Innovation, formalized by the aforementioned administrative departments.
- h) Staff currently undertaking a temporary assignment at the Foundations as a "Visitor," "Volunteer," "Emeritus," or similar capacity in one of the Foundations' research groups, under a collaboration program or agreement, or under the terms set forth in Law 14/2011 of June 1 on Science, Technology, and Innovation, regarding researcher mobility.

2. Staff Subject to Partial Application of the Collective Bargaining Agreement

The provisions of this Agreement relating to compensation shall not apply to temporary staff hired using funds or grants from an external competitive call for proposals—whether public or private—that establishes a specific salary or fixed cost; such staff shall receive the compensation derived from their own call for proposals, which in no case may be less than the minimum interprofessional wage set annually.

SECTION ONE. Validity, Term, Termination, Extension, Negotiating Committee, and Joint Committee.

Article 3. Effective Date.

This agreement shall enter into force on the day following its publication in the Official Gazette of the Community of Madrid, except for the economic effects of the compensation set forth in Annex I, which shall be retroactive to December 1, 2024.

Article 4. Term

This agreement shall expire on June 30, 2028.

Article 5. Termination

Notice of termination for the purpose of revising the agreement must be given in writing within the three months prior to the date of its initial expiration or that of any of its extensions.

Notice of termination may be given through the Directorate of Foundations or any labor union with initial standing to negotiate the agreement and must be communicated to the representatives of the foundations and labor unions that also have this initial standing, as well as to the labor authority, in accordance with the terms established in the Workers' Statute.

Once this Agreement has been terminated and until an express agreement is reached on another agreement to replace it, its entire content shall remain in effect.

Article 6. Extension

If none of the signatory parties terminates this Agreement, it shall be automatically extended upon the expiration of its term for annual periods.

Article 7. Negotiating Committee

The Negotiating Committee for the new collective bargaining agreement shall be formally established within a maximum period of one month from the date the agreement is terminated. The composition of the Committee shall comply with the provisions of Articles 87 and 88 of the Workers' Statute.

Article 8. Joint Committee

1. The Foundations and the workers' representatives, as signatories to this agreement, agree to establish the Joint Committee as the body responsible for monitoring, overseeing, interpreting, and implementing the agreement, as well as ensuring compliance with it.

Likewise, it may perform functions of conciliation, mediation, and arbitration in cases where the parties, by mutual agreement, submit matters to its consideration, as well as in cases of disputes arising between the Works Councils and the Foundations regarding the non-application of the working conditions referred to in Article 82.3 of the Workers' Statute.

Its intervention and ruling shall be mandatory before the parties refer their disputes to a higher arbitration or judicial authority.

2. The representative organizations that are signatories to this agreement shall agree upon the operating regulations of the Joint Committee within a maximum period of six months from its entry into force.

3. This Commission shall consist of 9 members appointed by the signatory unions and another 9 members appointed by the Foundations. The Chair shall be held by a member of the Foundations, and the Secretary shall be a member representing the workers.

The Joint Committee may also make use of the permanent or occasional services of advisors on all matters within its jurisdiction.

4. The specific functions of the Joint Committee are as follows:

a) To interpret the collective bargaining agreement and resolve any issues or problems that both parties submit for its consideration or in the cases specifically provided for in this text.

b) To intervene in collective disputes by acting as a mediator, after hearing both parties.

c) To monitor compliance with the terms of the agreement.

d) To analyze the evolution of relations between the contracting parties. The exercise of the foregoing functions shall in no case interfere with the respective jurisdiction of the labor courts as provided for by law.

5. At its first meeting, the Joint Committee shall establish its electronic address.

6. Both parties agree to bring to the attention of the Joint Committee any doubts, discrepancies, or conflicts that may arise as a result of the interpretation and application of the agreement, so that the Committee may issue an opinion or act in accordance with the applicable regulations. Decisions shall be made by qualified majority vote, and the approval of decisions requires the affirmative vote of fifty percent of each of the representative groups. The decisions of the Joint Committee shall be binding.

7. The Commission shall meet regularly once per quarter and, on an extraordinary basis, whenever requested by any of the labor or employer organizations that are signatories to the agreement.

In both cases, the meeting must be called in writing at least ten business days in advance, specifying the agenda and the date of the meeting, and attaching the necessary documentation. Only in cases of urgency, as recognized by both parties, may this notice period be shorter.

8. The Joint Committee shall be established within ten business days following the entry into force of the Collective Bargaining Agreement.

SECTION TWO. Hierarchy of Rules, Binding Effect on the Entire Text, Absorption Clause, and Offset.

Article 9. Hierarchy of Rules

Labor relations between the institutions covered by the scope of this Agreement and their employees shall be governed by the provisions of this Collective Bargaining Agreement, within the framework established by the Consolidated Text of the Workers' Statute Act, Law 14/2011 of June 1 on Science, Technology, and Innovation, and Law

14/2007, of July 3, on Biomedical Research; Royal Decree 103/2019, of March 1, approving the Statute for Pre-doctoral Research Personnel in Training; and all other applicable regulations, while respecting in all cases the hierarchy of sources established in Article 3. of the Workers' Statute

Article 10. Integration as a Whole

1. The agreed-upon conditions form an organic and indivisible whole and, for the purposes of their practical application, shall be considered as a whole.
2. However, in the event that any of its clauses is declared null and void by a court, its content shall be renegotiated, and the invalidated clause shall be replaced by the new agreement adopted, which, in any case, must preserve the overall balance of rights and obligations between the parties as set forth in this collective agreement as a whole.

Article 11. Absorption and Set-off Clause**1. Absorption**

The conditions established in this agreement are considered mandatory and supersede, compensate for, and absorb those previously received by employees, in terms of uniformity, regardless of the source of the obligation.

The parties signing this agreement agree that, when wage increases result from regulations applicable to the public sector, the wage tables contained in Annex I shall be updated in accordance with such regulations, without prejudice to the application of the absorption mechanism for those employees whose wages exceed the already updated pay rates; in such cases, the resulting difference shall be applied as an "ad personam" supplement and must be listed separately on the pay stub.

2. Compensation

Given the nature of this collective bargaining agreement, any future legal provisions that entail financial changes to all or some of the compensation components will only have practical effect if, when considered as part of the overall annual compensation, they exceed the conditions established in this agreement.

3. Maintenance of Benefits

This absorption and compensation clause applies without prejudice to the maintenance of the economic benefits and working conditions already acquired by employees prior to this agreement. No employee shall experience a reduction in their economic benefits or working conditions as a result of this clause.

The difference between the pay scales agreed upon in the current collective bargaining agreement and the wages received prior to it shall be treated as "ad personam" supplements and must be itemized on the pay stub. For these purposes, it is understood that the wages received prior to this agreement include the "ad personam" supplement that, if applicable, may have been received pursuant to Article 11 of the previous collective bargaining agreement.

CHAPTER II

PROFESSIONAL

CLASSIFICATION

Article 12. Classification System

1. The professional classification system establishes a structure that meets the needs of the foundations without undermining the dignity of workers, ensuring equal opportunities for promotion and fair compensation, and prohibiting any discrimination based on sexual orientation, gender expression, gender identity, sexual characteristics, or family diversity.

2. The classification system set forth in this Agreement is structured into professional groups, functional areas, and categories and is established to organize job positions according to the levels of academic qualifications, education, and training required to perform the duties identified in the various functional areas.

A professional group collectively encompasses the professional skills, qualifications, and the general scope of work associated with them.

Functional areas group together the set of duties that, by their nature, fall within a specific area of professional activity.

3. A professional category is defined by its affiliation with a professional group and a functional area and includes, on a non-exhaustive basis, the activities characteristic of those groups and areas, in accordance with the organization and structuring of work processes.

4. There may be different job positions within each category.

Article 13. Professional Groups

The following professional groups are established:

Professional Group I:

This group includes professionals whose work requires a high degree of professional knowledge applied primarily to highly specialized research activities. They hold positions that require a high degree of initiative, autonomy, and responsibility.

Where applicable, they may perform management and coordination functions for work teams, which may be broad and diverse depending on the position held.

Education: Doctorate (MECES 4, EQF 8).

Professional Group II:

This group includes professionals who perform duties consisting of carrying out complex activities with defined objectives within their academic level; they integrate, coordinate, or supervise the execution of diverse tasks with the responsibility of organizing the work of a group of collaborators; it also includes the performance of complex tasks but

routine tasks, as well as those involving the establishment or development of programs or the application of techniques in accordance with general instructions.

Where applicable, they may perform management, coordination, or supervisory functions for work teams, which may be broad and diverse depending on the position held.

Education: Master's degree, Bachelor's degree with 300 or more ECTS credits, Licenciado/a, or equivalent (MECES 3, EQF 7).

Professional Group III:

This group includes professionals who perform duties involving complex activities with defined objectives within their academic level; integrate, coordinate, or supervise the execution of diverse tasks with the responsibility of organizing the work of a group of collaborators; it also includes the performance of complex but routine tasks, as well as those that consist of establishing or developing programs or applying techniques in accordance with general instructions.

Where applicable, they may perform functions related to the coordination or supervision of work teams.

Education: Bachelor's degree with fewer than 300 ECTS credits, specialized bachelor's degree, diploma, or equivalent (MECES 2, EQF 6).

Professional Group IV:

This group includes professionals who perform specialized functions and who integrate, coordinate, or supervise the execution of various routine tasks or specialized functions requiring extensive experience and a high degree of responsibility, as well as workers who perform tasks independently that typically require initiative on the part of the workers responsible for their execution, entailing, under supervision, the responsibility for such tasks, and who may be assisted by one or more workers from lower professional groups.

They will normally act under the instructions and general supervision of one or more other people. They are also responsible for organizing the work of a group of collaborators and may have direct command over a group of workers and supervise their work.

Education: Advanced Vocational Training Certificate or equivalent (MECES 1, EQF 5).

Professional Group V:

This group includes professionals who perform tasks with a certain degree of autonomy that typically require some initiative, and who may be assisted by one or more other workers; it also includes workers who perform tasks that, even when carried out under precise instructions, require adequate professional knowledge and practical skills, and whose responsibility is limited by direct and systematic supervision, notwithstanding the fact that they may be assisted in performing these tasks by other employees in the same or a lower professional group.

This role may involve supervising the tasks performed by the group of workers under their coordination.

Education: Intermediate Vocational Training Certificate, High School Diploma, or equivalent (EQF4).

Professional Group VI:

This group includes professionals who perform tasks consisting of operations carried out according to a precise and specific work method, under a high degree of supervision, which typically require basic professional knowledge.

It also includes workers who perform tasks carried out manually or with the aid of simple mechanical devices, following specific, clearly established instructions, with a high degree of dependence, and which typically require physical effort and attention, but do not require specific training.

Education and Training: EQF Level 1 to EQF Level 3.

Article 14. Functional Areas

The following Functional Areas are established:

Functional Area 1: Research

This area includes professionals whose primary scientific role consists of planning, conducting, interpreting, and disseminating research. It primarily comprises professionals in Groups I and II.

Functional Area 2: Scientific-Technical

This area includes employees whose primary role is to support the conduct of research. It includes professionals in Groups II through V

Functional Area 3: Administration and Management

This area includes professionals whose primary role consists of technical, financial, and administrative management, as well as providing support, advice, and assistance in the performance of the Foundations' functions. It includes employees in Groups II through VI

Article 15. Professional Categories

The following categories are established, grouped by functional area and professional group:

Area 1**Group I****▪ Tenured Researcher**

Tenured researchers are those research staff who hold an R3 certificate, an I3 certificate, or who have passed an evaluation equivalent to that of the Incentive Program for the Incorporation and Intensification of Research Activity (I3), as defined in Article 22 bis and in the sixteenth additional provision of Law 14/2011, of June 1, on Science, Technology, and Innovation. They must assume the direction and coordination of one or more

lines of research, with autonomy, responsibility, and independence, and the ability to coordinate a team of people.

▪ **Associate Researcher**

Associate researchers are postdoctoral researchers who are beneficiaries of programs for the recruitment of PhD-level research staff within the framework of a stable career path, funded by external research funding agencies, or recipients of research revitalization plans defined and developed within the research plans established by the Foundations, hired to carry out research activities and scientific specialization in a research area under their leadership.

They carry out their own research project, for which they assume full leadership or responsibility, and participate in others.

Hiring will preferably be carried out through the contract for the recruitment of PhD researchers defined in Article 22 of Law 14/2011, of June 1, on Science, Technology, and Innovation.

▪ **Senior Assistant Researcher**

These are researchers with a Ph.D. who perform managerial functions and coordinate scientific and technical research platforms. They carry out their duties with autonomy, responsibility, and initiative in organizing their own work and/or that of others, performing their tasks under supervision regarding the results obtained.

▪ **Assistant Researcher**

These are researchers with a doctoral degree whose work consists of conducting research tasks aimed at achieving a high level of professional development and specialization, participating in research lines and/or projects, and reporting to the person in charge of the group or unit, if any, or, failing that, to the scientific director. This also includes those who provide scientific and technical services to the research community as heads or members of research support platforms or services, or directly within research groups.

Group II

▪ **Pre-doctoral Researcher**

These are university-qualified staff hired under a pre-doctoral contract in accordance with the terms established in Article 21 of Law 14/2011, of June 1, on Science, Technology, and Innovation.

Area 2**Group II****▪ Specialist with a higher education degree**

These are professionals with a higher degree and Specialized Health Training (Medical Specialty (MIR), Pharmacy (FIR), Biology (BIR), Chemistry (QIR), Biochemistry, Psychology (PIR), or Hospital Radiophysics (RIR)), who carry out clinical research through research support platforms or services, or by providing direct support to research groups. They perform their duties with autonomy, responsibility, and initiative in organizing their own work and/or that of others, carrying out their tasks under supervision regarding the results obtained.

▪ Senior Professional

These are professionals in managerial roles who coordinate scientific and technical services for the research community through research support platforms or services, or directly within research groups. They perform their duties with autonomy, responsibility, and initiative in organizing their own work and/or that of others, carrying out their responsibilities under supervision based on the results obtained.

▪ Higher-Level Professional

These are professionals who provide scientific and technical services to the research community through research support platforms or services, or directly within research groups. They perform their duties with autonomy, responsibility, and initiative in organizing their own work and/or that of others, carrying out their tasks under supervision based on the results obtained.

Group III**▪ Specialist Bachelor's Degree Holder**

These are professionals with a diploma or bachelor's degree in nursing and specialized healthcare training (EIR)

▪ University Bachelor's Degree Holder

These are professionals who provide scientific and technical services to the research community through research support platforms or services, or directly within research groups. They perform their duties under direct supervision.

Group IV**▪ Advanced-level technician**

These are professionals who provide services to the research community through research support platforms or services, or directly within research groups. They perform their duties under direct supervision.

Group V**▪ Mid-level Technician**

These are professionals who perform basic technical tasks in support of research and provide services to the research community through research support platforms or services, or directly within research groups. They perform their duties under direct supervision.

Area 3**Group II****▪ Senior Professional**

These are professionals who perform their duties with autonomy, responsibility, and initiative, directing, coordinating, planning, advising, and carrying out the tasks specific to their area of management.

▪ Senior Professional

These are professionals who perform their duties with autonomy, responsibility, and initiative, planning, advising, and carrying out the tasks specific to their area of management.

Group III**▪ Bachelor's Degree Holder**

These are professionals who perform their duties with autonomy, responsibility, and initiative, carrying out the tasks specific to their area of management.

Group IV**▪ Administrative Staff**

These are Group IV professionals who perform their duties with autonomy and initiative, carrying out the tasks specific to their area of responsibility.

Group V**▪ Administrative Assistant**

These are professionals who assist with complementary or support tasks specific to their area of management. Their work is characterized by carrying out specific, clearly established instructions with a substantial degree of dependence, and their responsibility is limited by direct and systematic supervision.

Group VI**▪ Support Staff**

These are professionals whose tasks are performed according to specific, clearly established instructions, with a high degree of dependence, that primarily require physical effort and/or attention, and that do not require specific training or a period of adjustment. This includes, by way of example, the duties of a janitor, errand runner, doorman, security guard, cleaning staff, etc.

CHAPTER III

INCOMPATIBILITIES

Article 16. Incompatibilities

1. The staff of the Foundations shall be subject, where applicable, to Law 53/1984, of December 26, on Incompatibilities of Personnel in the Service of Public Administrations, and to Royal Decree 598/1985, of April 30, on Incompatibilities of Personnel in the Service of the State Administration, Social Security, and Dependent Entities, Agencies, and Companies, as well as to the specific provisions set forth in Articles 17 and 18 of Law 14/2011, of June 1, regarding research personnel.
2. Any staff member who may be subject to an incompatibility within the Foundation shall be placed in the corresponding status under the terms agreed upon in this agreement.

CHAPTER IV

RIGHTS AND DUTIES OF EMPLOYEES

Article 17. Rights of Employees

1. Employees of the Foundations have the following individual rights:
 - a) The actual performance of the duties or tasks specific to their professional group and category.
 - b) To professional advancement and development at work, subject to passing the evaluations established for that purpose.
 - c) To ongoing training appropriate to the role performed.
 - d) To freedom from discrimination on the basis of birth, racial or ethnic origin, gender, sex, or sexual orientation, religion or beliefs, opinion, disability, age, union membership, or any other personal or social condition or circumstance.
 - e) To receive effective protection regarding occupational safety and health, as well as protection against general risks in the workplace or those arising from routine work, and to receive specific information and training on this matter in accordance with the provisions of Law 31/1995, of November 8, on Occupational Risk Prevention.
 - f) To respect for their privacy, sexual orientation, personal image, and dignity at work, especially against sexual harassment and harassment based on sex, moral grounds, or work-related reasons.
 - g) To receive the compensation established in each case.
 - h) To participate in achieving the objectives assigned to the research unit or group where they work and to be informed of the tasks to be carried out by the Foundation's Management or the person to whom it delegates authority.

- i) To the vacations, breaks, time off, and leaves to which they are entitled in accordance with their employment contract, this collective bargaining agreement, and current labor laws.
 - j) To retirement under the terms and conditions established in the applicable regulations.
 - k) To be informed of the coverage provided by civil liability and property insurance.
 - l) To privacy in the use of digital devices made available to them and regarding the use of video surveillance and geolocation devices, as well as to digital disconnection under the terms established in current legislation regarding the protection of personal data and the guarantee of digital rights.
 - m) To job stability and tenure in accordance with the applicable regulations.
 - n) To any other rights specifically arising from the employment contract, the Collective Bargaining Agreement, and other applicable labor laws.
2. Likewise, workers have the following individual rights, which are exercised collectively:
- a) Freedom of association.
 - b) To collective bargaining and to participation in determining working conditions.
 - c) To the right to strike, with the guarantee that essential services will be maintained.
 - d) To initiate collective labor disputes, in accordance with the applicable legislation in each case.
 - e) The right to assembly, under the terms established in this agreement and in current labor laws.
3. The rights set forth in paragraph 1 shall apply to employees with fixed-term contracts, to the extent permitted by the nature of the right.

Article 18. Duties of Employees

1. Employees of the Foundations have the following duties, listed below:
- a) To perform the agreed-upon or assigned work diligently and to actively collaborate in teamwork.
 - b) To conduct themselves in accordance with the principles of loyalty and good faith toward the Foundation for which they work, as well as toward management, their superiors, colleagues, subordinates, and the public.
 - c) To observe recognized ethical practices and the ethical principles corresponding to their fields, the ethical standards of applicable codes of conduct—including internal codes approved by the competent bodies—as well as the principles of effectiveness,

economy and efficiency and shall ensure the pursuit of the public interest and the fulfillment of the Foundation's objectives.

d) Base their conduct on respect for fundamental rights and civil liberties, avoiding any action that could result in discrimination on the basis of birth, racial or ethnic origin, gender, sex, sexual orientation, religion or beliefs, opinion, disability, age, or any other personal or social condition or circumstance.

e) Exercise their duties in accordance with the principle of dedication to the Foundation for which they provide services, refraining not only from conduct contrary to this principle but also from any other conduct that compromises neutrality in the Foundation's operations.

f) Comply with the established work schedule and hours.

g) Maintain due discretion and confidentiality regarding information and documentation on matters of which they become aware by virtue of their position, or to which they have access, in the performance of their duties; they may not use the information obtained for their own benefit or that of third parties, or to the detriment of the public interest.

h) Base their conduct on compliance with the standards of good scientific practice and integrity in research, as well as compliance with the laws applicable to the Foundation. Report to the Foundation's management any conduct that violates the aforementioned standards.

i) Participate and collaborate effectively in setting and achieving the quantitative and qualitative objectives assigned to the research unit or group in which they serve, at the level corresponding to their professional category.

j) Comply with occupational health and safety regulations, as well as with the Foundation's policies on this matter.

k) Comply with the rules regarding conflicts of interest for public sector employees.

l) Uphold the general interest while adhering to and observing the Constitution and the rest of the legal system, including the Foundation's bylaws, in accordance with the following principles: objectivity, integrity, neutrality, responsibility, impartiality, confidentiality, transparency, exemplarity, austerity, accessibility, effectiveness, honesty, promotion of the cultural and environmental landscape, and respect for gender equality—all of which form the basis for the interpretation and application of the disciplinary regime set forth in this collective bargaining agreement.

m) Collaborate with the Foundation's management on occupational risk prevention.

n) Report justified absences in a timely manner, unless it is clearly impossible to do so.

o) Any other obligations specifically arising from the employment contract, the collective bargaining agreement, and other applicable labor laws.

2. Staff members with fixed-term contracts linked to a research project may not participate in projects other than those that constitute the subject matter of their employment contract.

CHAPTER V

HIRING AND EMPLOYMENT ARRANGEMENTS

Article 19. General Selection Criteria

1. The system for hiring permanent or fixed-term staff at the Foundations within the scope of this agreement shall be governed by the principles of transparency, equality, merit, and competence, and shall be preceded by a public call for applications.
2. Call for applications must include, at a minimum, the following information:
 - a) Number of positions available.
 - b) Requirements for applicants.
 - c) Required documentation.
 - d) Application deadline.
 - e) Selection procedure, including evaluation criteria and the outcome of the process.
3. Excluded from this article are human resources calls for applications of a nominative nature for which participation in a selection process by the funding agency was required for the position to be awarded.

Article 20. Types of Employment Contracts

All types of employment contracts established in the Workers' Statute, as well as in Law 14/2011 of June 1, shall be admissible, subject to the following specific provisions:

- Permanent contract for the performance of scientific and technical activities:

The purpose of contracts for scientific and technical activities shall be the performance of activities related to lines of research or scientific and technical services, including the scientific and technical management of these lines, which are defined as a body of knowledge, research interests, products, and projects systematically organized around a thematic focus where activities carried out by one or more research groups converge; their development must follow appropriate methodological guidelines in the form of R&D&I projects or contracts.

Termination of this contract shall entitle the employee to receive the severance pay provided for in Article 53.1.b) of the Workers' Statute.

Article 21. Probationary Periods

1. The probationary period is set at six months for college graduates, three months for vocational training graduates, and one month for all other staff.
2. Leave for childbirth and child care, pregnancy-related risks, adoption, or foster care for the purpose of adoption or temporary placement that affects the employee during the probationary period shall interrupt the calculation of said period. Likewise, in general, the Joint Committee shall determine the cases of temporary disability that will interrupt said calculation.
3. The probationary period must be agreed upon in writing, and during this period, both the employee and the Foundation may freely terminate the employment contract by notifying the other party in writing, without any obligation to provide advance notice or entitlement to compensation; however, in the case of pregnant employees, the provisions of Article 14.2 of the Workers' Statute shall apply.
4. Any agreement establishing a probationary period shall be null and void if the employee has previously performed the same duties at the Foundation under any type of employment contract.

Article 22. Mobility

Employees assigned to one of the Foundations covered by this agreement who participate in joint projects with other institutions may be transferred to one of these institutions when required by the project, subject to prior authorization from their Foundation and the host institution. Upon completion of the project, they must return to their original institution.

Article 23. Termination of Employment with the Foundation

1. An employee who intends to voluntarily resign from the employing Foundation must notify the Foundation in writing at least fifteen calendar days in advance; these days may not be offset by vacation time, unless otherwise agreed upon by the parties. Failure to provide such notice will result in a deduction from wages equivalent to the number of days of notice not observed.
2. When an employee leaves the Foundation, regardless of the reason, they must return to their immediate supervisor, upon leaving the employing Foundation, all work equipment and personal protective equipment provided to them during their tenure at the Foundation, as well as any other personal belongings, identification cards, electronic or other materials, and work clothing for the current year.
3. Any electronic accounts and profiles held by the employee will be deleted, except for the storage of information necessary for security or data retention purposes.

CHAPTER VI

WORKING HOURS

Article 24. Workweek

1. The effective workweek for all employees covered by this agreement shall be 1,642.50 hours per year.
2. The Biomedical Research Foundations shall establish work schedules in accordance with their respective organizational structures, while respecting, in all cases, the breaks established in this collective bargaining agreement.
3. Breaks shall count as actual working time within the workday provided that they are previously designated as such or are regulated in this Collective Bargaining Agreement.

Article 25. Compliance with the Workday

1. Working time shall be calculated such that the employee is at their workstation both at the beginning and at the end of the daily workday. Any change that requires the start or end of the workday to be recorded while the employee is away from their workstation must be reported to and authorized by the Biomedical Research Foundation.
2. In order to comply with the obligations regarding the recording of working hours established by Royal Decree-Law 8/2019, of March 8, and given the unique nature of research activities, Biomedical Research Foundations may install computerized time-tracking systems, without prejudice to each Foundation's right, following negotiation with its Works Council, to establish other time-tracking mechanisms.

Article 26. Daily and Weekly Rest Periods

Employees shall be entitled to a minimum uninterrupted rest period of 12 hours between workdays.

Likewise, employees shall be entitled to a minimum uninterrupted weekly rest period of 36 hours.

Article 27. Work Breaks

Any employee whose continuous daily work shift exceeds six hours shall be entitled to a break of no less than fifteen minutes, which shall be considered actual working time.

This break may not be taken at the beginning or end of the work schedule established by each Biomedical Research Foundation.

Article 28. Telework

1. Recognizing telework as one of the innovative ways of organizing and performing work resulting from advances in new technologies, employees are permitted to perform their work outside the Foundation's facilities in the form of telework. In the case of regular remote work, the provisions of Law 10/2021, of July 9, on remote work, shall apply.

This form of work may apply only to those Foundation professionals who hold positions that can be performed entirely or partially through telework. The provision of services under a telework arrangement shall be subject, in all cases, to service and funding requirements.

2.- The general conditions for the provision of services under a teleworking arrangement are as follows:

- Participation in the teleworking arrangement shall be voluntary, subject to prior agreement between the employee and the Foundation, and shall be formalized through an addendum to the employment contract.
- The activities to be performed under the teleworking arrangement will be the same as those each employee performs in the course of their job; therefore, their participation in this arrangement will not entail any change in the financial and working conditions they had prior to joining the program, which will continue to be governed by the established labor framework, and all of this without prejudice to the Foundation's obligations to reimburse the employee's expenses as set forth in Articles 7 and 12 of Law 10/2021 of July 9 on remote work.
- The weekly distribution of workdays between the employee's home and the Foundation or assigned workplace shall be established by mutual agreement between both parties; full or partial workdays may be performed from home, without this affecting the activities to be carried out in fulfillment of the duties inherent to the employee's position.
- The employee will report to their workplace on the remaining days requiring in-person attendance according to the regular work schedule; they may also be required to report at any time when the Foundation's needs so dictate.
- The scheduled telework hours will be those that allow the employee to perform the duties inherent to their position. Flexible scheduling is permitted, depending on the specific activities and professional commitments of the position, and must always be based on prior agreements between the parties.
- Remote workers have the same access to training and career development opportunities as the rest of the staff working on the Foundation's premises and are subject to the same evaluation policies as established.

- Teleworkers have the same collective rights as the rest of the Foundation's staff; therefore, this should not pose any obstacle to communication with employee representatives.
- The Foundation will, where appropriate, provide teleworking staff with the equipment necessary to perform their duties, and the staff member agrees to use such equipment for professional purposes, as well as to care for and maintain it, and to be held responsible for any damage that may occur to the equipment due to improper use. Such equipment must comply with all standardization and certification requirements mandated by current legislation.
- If the Foundation has provided the computer equipment, it will assume responsibility for the maintenance of the equipment installed for teleworking; to this end, the employee will be provided with the necessary instructions at the start of the teleworking period.
- Upon the conclusion of the telework arrangement, the employee shall return to the Foundation any computer equipment that the Foundation has made available to them.
- With regard to the protection and confidentiality of the data used and/or access to personal data, employees shall declare that they are aware of the rights and obligations established by the Foundation, as well as the obligations they must observe in the performance of their duties under Organic Law 3/2018 of December 5 on the Protection of Personal Data and the Guarantee of Digital Rights, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, and the internal security regulations established by each Foundation.
- With regard to occupational safety and health, compliance shall be ensured with Law 31/1995, of November 8, and the regulations implementing it at any given time, within the framework of the Spanish Occupational Safety and Health (OSH) Strategy 2023–2027.

Article 29. Overtime

Foundation staff may only work legally established overtime, whether structural or due to force majeure. In all cases, the performance of overtime will require justification and authorization from the Management of the Biomedical Research Foundation, in accordance with the authorization procedure established by each Foundation and communicated to the Works Council, specifying that, if such hours are authorized, they will be compensated under the following terms:

1. Overtime shall always be compensated with additional time off.
2. Only if compensation with time off prevents the proper functioning of the unit or service will financial compensation for overtime be provided, and such compensation may be authorized only if sufficient funds are available to pay for it and it is sufficiently justified by the Foundation's management.
3. Compensation in the form of rest time shall be governed by the following rules:
 - a) One hour of rest time will be granted for each hour of overtime.

b) This rest time may be accumulated to constitute full workdays, which may be added to vacation periods, days off for personal reasons, or other rest periods, if operational needs permit, with the express authorization of the person in charge of the department and the HR department, provided such authorization is given at least 3 days in advance. In cases where this authorization is denied, a written response stating the reasons must be provided.

4. In the event of compensation in lieu of time off, it may not exceed the value of an ordinary hour, calculated using the following formula:

Regular Hourly Rate = Annual compensation according to pay scales, increased, where applicable, by career progression allowances, “ad personam” allowances, and allowances for highly specialized positions / 1,912.5 (1,642.5 + 22 days × 7.5 hours + 14 holidays × 7.5 hours)

5. Compensation or, where applicable, payment for overtime worked shall be processed on a quarterly basis.

CHAPTER VII LEAVE AND LEAVE OF ABSENCE

Article 30. Leave

An employee, upon request and with justification, may be absent from work with pay; authorization of such leave falls under the authority of the Foundations' Management, for any of the reasons and for the duration set forth in the following sections.

For the purposes of taking the leave provided for in this article, Saturdays, Sundays, and holidays shall be considered working days for employees who actually work on those days.

Days designated as days off shall not be considered working days for employees who, due to the Foundation's operational schedule or organizational needs, provide services—as applicable—on rotating shifts or night shifts.

The Foundations shall guarantee the rights of LGBTIQ+ employees regarding their partners and families, regardless of their gender identity and sexual orientation, in matters of leave, pregnancy, parenthood, and other rights as established.

1. Vacation

1.a. Annual Vacation.

Employees are entitled to twenty-two business days of annual leave beginning in their first year of service with the Foundation, or a number of days proportional to the time served, with any fractional portion rounded up in the employee's favor, provided that the total does not exceed the maximum duration of leave for the calendar year.

For these purposes, for employees who work Monday through Friday, Saturdays, Sundays, and holidays shall not be considered business days, without prejudice to any adjustments established for special work schedules.

For staff working Monday through Sunday, weekly days off and days off due to public holidays are considered non-working days for these purposes, without this reducing the agreed-upon annual leave entitlement.

The accrual period for vacation entitlement shall coincide with the calendar year. Consequently, if an employee works for the entire calendar year, they are considered entitled to 22 working days of vacation. All other employees shall be entitled to a pro-rated portion of vacation corresponding to the time worked.

The ordinary vacation period is considered to be the period between June 1 and September 30. When employees wish to take vacation during the ordinary period, the request must be submitted by April 30. Employees may voluntarily request to take vacation outside the ordinary period, without any compensation and subject to operational needs, until January 31 of the following year.

In the event that the vacation period coincides with a temporary disability due to circumstances that prevent the employee from taking the vacation, in whole or in part, during the calendar year to which they correspond, as well as in the event that the temporary incapacity occurs before the start of the scheduled vacation period, the employee may take the vacation once the incapacity ends, provided that no more than eighteen months have elapsed since the end of the year in which the vacation entitlement arose. In all cases, the provisions of Article 38 of the Workers' Statute shall apply.

Taking vacation days always requires a prior written request from the employee and authorization from the Foundation's management.

Taking the annual vacation days to which an employee is entitled is mandatory, and financial compensation in lieu of vacation time is not permitted, except in cases provided for by law.

1.b. Additional Vacation Days Based on Length of Service

The Foundation's employees shall be entitled to the following vacation days per full year of service—or the corresponding pro-rated number of days if the actual time of service during the year was shorter—upon completing the years of service at their Foundation as indicated below:

- a) Fifteen years of service: twenty-three business days.
- b) Twenty years of service: twenty-four business days.
- c) Twenty-five years of service: twenty-five business days.
- d) Thirty or more years of service: twenty-six business days.

2. For marriage or legal civil union

Fifteen consecutive calendar days beginning on the first business day following the date of the wedding or registration of the domestic partnership. This leave may be taken prior to the qualifying event, provided that the marriage or establishment of the domestic partnership occurs within the period of leave.

If leave for a common-law partnership has already been taken, leave for marriage may not be taken if the same individuals are involved.

3. Due to a change of primary residence

One business day, upon request made with sufficient advance notice.

Proof of the change must be provided by submitting a certificate issued by the City Council attesting to the change of residence or any other documentary evidence that reliably substantiates it, such as an invoice from a moving company or a utility bill for water, gas, electricity, or telephone service.

4. Due to a serious accident or illness, hospitalization, or outpatient surgery requiring home rest, affecting a spouse, domestic partner, or relative up to the second degree by blood or marriage—including a blood relative of the domestic partner—as well as any other person not falling into the above categories who lives with the employee at the same address and requires the employee's active care

Five business days.

For the purposes of this leave, "serious illness" is defined as hospitalization and outpatient surgery requiring rest at home, as well as those established in Royal Decree 1148/2011, of July 29, regarding the application and implementation, within the Social Security system, of financial benefits for the care of minors affected by cancer or another serious illness.

This leave is contingent upon the continuing existence of the triggering event.

If operational needs permit, the leave provided for in this article may be taken in installments and not immediately following the triggering event, provided that the requirements for taking the leave are met during those periods.

5. In the event of the death of a spouse, domestic partner, or relatives up to the second degree by blood or marriage

Employees subject to this Agreement shall be entitled to:

- a) Two business days starting on the same day as the qualifying event if it occurs within the Community of Madrid.
- b) Four business days starting on the same day as the qualifying event if it occurs in locations outside the Community of Madrid.

If operational needs permit, the leave provided for in this article may be taken in separate periods and need not be taken immediately following the qualifying event.

6. For the fulfillment of an unavoidable public and personal duty

For the necessary period of time, without this necessarily implying the granting of a full day off.

7. To attend medical appointments, treatments, and examinations

This leave applies to the employee themselves and, in the case of minor children, dependents with functional diversity, or dependent ascendants, in instances where, due to their age, health condition, or disability, they are unable to care for themselves.

This leave shall be understood to include accompanying a spouse or domestic partner to invasive procedures requiring sedation, provided that such accompaniment is recommended by the attending physician.

The duration of this leave will be granted for the time strictly necessary that coincides with the employee's workday, without implying the granting of the entire corresponding workday; the time required must be substantiated by subsequent documentation from the relevant healthcare provider.

8. To perform union duties or staff representation duties

Under the terms established by law.

9. To undergo prenatal examinations and childbirth preparation classes; and, in cases of adoption, foster care for the purpose of adoption, or temporary foster care, to attend the required information and preparation sessions and to undergo the required psychological and social evaluations prior to the determination of suitability

Employees may take this leave for the time strictly necessary, provided it falls within their workday, without this implying that the entire corresponding workday must be granted. The employee must provide sufficient advance notice so as not to disrupt services, and must demonstrate that it is impossible to complete these activities outside their regular workday.

10. For final exams and definitive aptitude tests

Employees are entitled to this leave on the days such exams are held when the studies are aimed at obtaining an official academic or professional degree.

a) Attendance will be guaranteed for competitive examinations for admission to the status of statutory or contract staff of SERMAS and for entrance examinations for specialized healthcare training positions, as well as for selection processes announced by the Biomedical Research Foundations of the Community of Madrid.

Attendance at selection exams at universities and public research institutions will be facilitated, without entitlement to compensation.

11. Leave Due to Gender-Based Violence

Absences—whether total or partial—by female workers who are victims of gender-based violence shall be considered excused for the duration and under the conditions determined by social services or health care providers, as appropriate.

Furthermore, to ensure their protection and their right to comprehensive social assistance, female employees who are victims of gender-based violence shall be entitled to a reduction in working hours with a proportional reduction in pay, or to a reorganization of their work schedule through adjustments to their work hours, the implementation of a flexible work schedule, or other applicable forms of work schedule arrangements, under the terms established for such cases by the applicable equality plan or, in its absence, by the Foundation's Management.

In the case described in the preceding paragraph, the employee shall retain her full pay when she reduces her workweek by one-third or less.

Situations of violence giving rise to the recognition of this right shall be substantiated by a court order granting a protection order in favor of the victim and, on an exceptional basis, pending the issuance of the necessary protection order, by a report from the Public Prosecutor's Office indicating the existence of evidence that the public employee is a victim of gender-based violence, as well as by a report from social services, specialized services, or shelter services for victims of gender-based violence provided by the competent public administration, or by any other means, provided that this is provided for in the sector-specific regulatory provisions governing access to each of the rights and remedies.

12. Leave for Victims of Terrorism

To exercise their right to protection and comprehensive social assistance, employees who have suffered physical or psychological harm as a result of a terrorist act, their spouse or a person with a similar emotional relationship, and the children of those injured or killed—provided they are employees of the Foundation and are recognized as victims of terrorism under current law—as well as employees who have been threatened under the terms of Article 5 of Law 29/2011 of September 22 on the Recognition and Comprehensive Protection of Victims of Terrorism, following recognition by the Ministry of the Interior or a final court ruling, shall be entitled to a reduction in working hours with a proportional reduction in pay, or to the reorganization of working time, through the adjustment of the work schedule, the application of a flexible work schedule, or other applicable forms of work time organization, under the terms established by the Foundation's Management.

13. Maternity Leave

A pregnant person may request paid leave from the first day of the 37th week through the 38th week of pregnancy.

In the case of a multiple pregnancy, this leave may begin on the first day of week 35 and continue through week 38 of the pregnancy.

In both cases, the pregnant person must apply for special temporary disability due to pregnancy in week 39. However, if the application is denied, this leave will be extended until the date of delivery.

14. Maternity Leave for the Biological Mother

It will last sixteen weeks, of which the six weeks immediately following childbirth must, in all cases, be mandatory and uninterrupted rest. This leave will be extended by two additional weeks in the event of a child's disability and, for each child starting with the second in cases of multiple births, one week for each parent.

However, in the event of the mother's death, the other parent may take the entire leave or, as applicable, the remaining portion of the leave.

If both parents work and the first six weeks of mandatory leave have elapsed, the period of this leave may be taken at their discretion, in interrupted periods, beginning at the end of the mandatory postpartum leave and continuing until the child reaches twelve months of age. In the case of intermittent leave, at least 15 days' advance notice is required for each period of leave, and the leave must be taken in full weeks.

This leave may be taken on a full-time or part-time basis, when operational needs permit, and under the terms established by regulation, in accordance with the rules set forth in this article.

In cases of premature birth and in those where, for any other reason, the newborn must remain hospitalized following childbirth, this leave shall be extended by the number of days the newborn is hospitalized, up to a maximum of thirteen additional weeks.

In the event of the death of a child, the duration of the leave will not be reduced, unless, once the six weeks of mandatory rest have ended, the employee requests to return to work.

While on this leave, once the mandatory rest period has ended, employees may participate in training courses organized by the Foundation.

The time spent on this leave will be counted as active service for all purposes, ensuring that the employee retains all economic rights throughout the entire duration of the leave.

Employees who have taken birth leave shall be entitled, once the leave period has ended, to return to their job under terms and conditions that are no less favorable than those in effect prior to taking the leave, as well as to benefit from any improvements in working conditions to which they may have been entitled during their absence.

For the purposes of this section, the term “biological mother” also includes transgender pregnant individuals.

15. Postpartum Leave

Once the leave provided for in the General Social Security Law for childbirth and child care has ended, pregnant individuals shall be granted ten additional calendar days of paid leave in addition to the 112-day leave.

16. Breastfeeding Leave for Children Under Twelve Months of Age

Employees are entitled to one hour of time off from work, which may be divided into two parts. This entitlement may be substituted for a reduction in the normal workday of half an hour at the beginning and end of the workday, or one hour at the beginning or end of the workday, for the same purpose.

The leave provided for in this section constitutes an individual right of employees and may not be transferred to the other parent, adoptive parent, guardian, or foster parent.

A request may be made to substitute breastfeeding time for paid leave that accumulates the corresponding time in full days. The accumulation of leave for the care of an infant in full days may be taken not only upon the expiration of leave for childbirth and child care, but also upon the expiration of leave for adoption, foster care for the purpose of adoption or foster placement, or the leave of the parent other than the biological mother, in accordance with the provisions of Article 37.4 of the Workers' Statute and Article 48 of the Consolidated Text of the Basic Statute of Public Employees.

If the employee has taken the full amount of this leave but subsequently resigns or takes a voluntary leave of absence before the child reaches twelve months of age, the excess hours will be deducted from the corresponding final pay settlement.

This leave shall be increased proportionally in cases of childbirth, adoption, guardianship for the purpose of adoption, or multiple foster care.

17. Leave for adoption, pre-adoption foster care, or foster care, whether temporary or permanent.

It shall last sixteen weeks. Six weeks must be taken on a full-time basis, mandatorily and without interruption, immediately following the court order establishing the adoption or the administrative decision regarding foster care for the purpose of adoption or temporary or permanent foster care.

If both parents work and the first six weeks of mandatory leave have elapsed, this leave may be taken in interrupted periods and may be exercised beginning at the end of the mandatory leave following the qualifying event

within twelve months from either the birth of the child or the court order establishing the adoption, or the administrative decision granting guardianship for the purpose of adoption or foster care. In the case of an interruption of leave, at least 15 days' advance notice is required for each period of leave, and leave must be taken in full weeks.

This leave shall be extended by two additional weeks in the event of a disability of the adopted or foster child and, for each child beyond the first, in cases of multiple adoptions, custody for the purpose of adoption, or multiple foster care, one week for each parent.

The period shall be calculated, at the parent's discretion, either from the date of the administrative decision granting custody for the purpose of adoption or foster care, or from the date of the court order finalizing the adoption; in no case may a single child entitle the parent to multiple periods of this leave.

This leave may be taken on a full-time or part-time basis, when service needs permit, and under the terms established by regulation, in accordance with the rules set forth in this article.

If the parents must travel in advance to the adopted child's country of origin in cases of international adoption or foster care, they shall also be entitled to leave of up to two months' duration, during which they shall receive only their basic pay.

Regardless of the leave of up to two months provided for in the preceding paragraph and for the situation described therein, leave for adoption, foster care for the purpose of adoption, or foster care—whether temporary or permanent—may begin up to four weeks before the court order formalizing the adoption or the administrative or judicial decision granting foster care.

While on this leave, employees may participate in training courses organized by the Foundation.

The cases of adoption, foster care for the purpose of adoption, or foster placement—whether temporary or permanent—provided for in this article shall be those established in the Civil Code or in the civil laws of the autonomous communities that regulate them, with temporary foster placement having a duration of no less than one year.

The time spent on this leave shall be counted as active service for all purposes, ensuring that the employee retains all economic rights throughout the entire duration of the leave.

Employees who have taken leave for adoption, guardianship for the purpose of adoption, or foster care—whether temporary or permanent—shall be entitled, upon completion of the leave period, to return to their position under terms and conditions no less favorable than those in effect prior to taking the leave, as well as to benefit from any improvements in working conditions to which they may have been entitled during their absence.

18. Leave for a parent other than the biological mother due to the birth, guardianship for the purpose of adoption, foster care, or adoption of a child

This leave shall last sixteen weeks, of which the six weeks immediately following the triggering event shall, in all cases, be mandatory rest. This leave shall be extended by two additional weeks—one for each parent—in the event of the child's disability, and for each child beyond the first in cases of multiple births, adoptions, guardianship for the purpose of adoption, or foster care, to be taken starting from the date of birth, the administrative decision granting guardianship for the purpose of adoption or foster care, or the court order finalizing the adoption.

This leave may be distributed by the parent who will take it, provided that the first six weeks are taken continuously and immediately following the date of birth, the court decision granting custody for the purpose of adoption or foster care, or the court decision finalizing the adoption.

If both parents work and the first six weeks have elapsed, this leave may be taken in interrupted periods within twelve months from either the birth of the child or the court order finalizing the adoption or the administrative decision granting custody for the purposes of adoption or foster care. In the case of intermittent leave, at least fifteen days' advance notice is required for each period of leave, and the leave must be taken in full weeks.

If the decision is made to take this leave after the sixteenth week of parental leave following birth, if the parent taking the latter leave has requested the accumulation of breastfeeding time for a child under twelve months in full days, as provided in paragraph 16 of this same article, the calculation of the remaining ten weeks of leave for the parent other than the biological mother shall begin at the end of that period.

This leave may be taken on a full-time or part-time basis, when the needs of the service permit, and under the terms determined by regulation, in accordance with the rules established in this article.

In cases of premature birth and in those where, for any other reason, the newborn must remain hospitalized following delivery, this leave shall be extended by the number of days the newborn is hospitalized, up to a maximum of thirteen additional weeks. In the event of the death of a child, the duration of the leave will not be reduced, unless, once the six weeks of mandatory leave have ended, the employee requests to return to work.

While on this leave, after the first six uninterrupted weeks immediately following the date of birth, employees may participate in training courses organized by the Foundation.

The time spent on this leave shall be counted as active service for all purposes, ensuring that the employee retains all economic rights throughout the entire duration of the leave.

Employees who have taken leave for the birth of a child, adoption, guardianship for the purpose of adoption, or foster care—whether temporary or permanent—shall be entitled, upon completion of the leave period, to return to their job under terms and conditions no less favorable than those in effect prior to taking the leave, as well as to benefit from any improvements in working conditions to which they may have been entitled during their absence.

19. Leave to Care for a Minor Child Affected by Cancer or Another Serious Illness

An employee shall be entitled—provided that both parents, adoptive parents, guardians for the purpose of adoption, or permanent foster parents are employed—to a reduction in working hours of at least half the normal workday, while receiving full pay from the budget of the agency or entity where they are employed, for the care, during hospitalization and ongoing treatment, of a minor child affected by cancer (malignant tumors, melanomas, or carcinomas) or by any other serious illness that requires long-term hospitalization and necessitates the worker's direct, as certified by a report from the public health service or the autonomous community's health administrative body or, where applicable, the corresponding contracted healthcare entity, and, at most, until the child or the person who has been placed in permanent foster care or guardianship for the purpose of adoption reaches the age of 23. For these purposes, the mere fact that the child or minor subject to permanent foster care or guardianship for the purpose of adoption has reached the age of 18 shall not constitute grounds for termination of the reduced work schedule, provided that the need for direct, continuous, and permanent care persists.

However, once the child or minor reaches the age of 18, the right to a reduced work schedule may be recognized until the dependent reaches the age of 23 in cases where cancer or a serious illness was diagnosed before the child reached the age of majority, provided that, at the time of the request, the requirements set forth in the preceding paragraphs are met, with the exception of the age requirement.

Likewise, the right to this reduced work schedule will continue until the dependent reaches the age of 26 if, before reaching the age of 23, the dependent also demonstrates a degree of disability equal to or greater than 65 percent.

When both parents, adoptive parents, guardians for the purpose of adoption, or permanent foster parents for the same individual and triggering event, meet the necessary circumstances to be entitled to this leave or, where applicable, qualify as beneficiaries of the benefit established for this purpose under the Social Security System applicable to them, the employee shall be entitled to receive full pay for the duration of the reduction in their work hours, provided that the other parent, adoptive parent, guardian for the purpose of adoption, or permanent foster parent—without prejudice to their own right to a reduction in working hours—does not receive their wages

in full under this leave or as a beneficiary of the benefit established for this purpose in the Social Security System applicable to her. Otherwise, she will only be entitled to a reduction in working hours, with the corresponding reduction in pay.

Furthermore, in the event that both individuals work for the same agency or entity, the agency or entity may restrict their simultaneous use of this leave for reasons justified by the proper functioning of the service.

When the ill person marries or enters into a domestic partnership, the spouse or domestic partner shall be entitled to the leave, provided they meet the eligibility requirements

The leave shall terminate upon the cessation of the underlying causes, upon reaching the applicable age in each case, and upon termination of the employment relationship or resignation.

This reduction may be taken cumulatively in full workdays.

20. Reduced Work Hours to Care for a First-Degree Relative

Employees shall be entitled to request a reduction of up to fifty percent of their workweek, with pay, due to a very serious illness, for a maximum period of one month.

If more than one employee is entitled to this right due to the same triggering event, the time during which this reduction is taken may be prorated among them, provided that the maximum period of one month is not exceeded.

The reduction in working hours may be accumulated over 15 full days of absence, except in exceptional cases and when the needs of the department do not permit it.

The following documentation must be submitted with the request:

- A medical report sufficiently attesting to the very serious nature of the illness.
- A statement from the applicant confirming that no other employee is currently availing themselves of this reduction, or, if this is not the case, detailing how the reduction will be distributed among the other employees for that month.

The schedule for the reduced work hours will be negotiated between the parties.

21. Days Off for Personal Matters

21.a. Annual days off for personal matters

Employees are entitled to six business days per year to be taken between January 1 and January 31 of the following year. These days may be scheduled at the employee's convenience, provided that operational needs permit and with prior authorization from the respective Foundation; under no circumstances may unused days be compensated financially.

When the period of service is less than one year, the employee may take the days of leave proportional to the time served.

The use of this leave is subject to operational needs. If operational needs prevent the leave from being taken on the requested dates, the denial must always be in writing and include a justification.

Requests must be submitted at least ten days in advance, except in exceptional circumstances, and must be responded to within five days.

21.b. Additional Days Off for Personal Matters Based on Length of Service.

Employees are entitled to two additional days of leave for personal matters each year upon completing eighteen years of service, with an additional day granted starting at twenty-four years of service for every three years of service completed at the Foundation. If the length of service during the year is less than the required period, the fraction will be calculated in favor of the employee, provided that the maximum duration of the corresponding annual leave is not exceeded; without prejudice to any adjustments established for special work schedules.

These additional days of leave may be taken starting the day after the employee completes the corresponding years of service and through January 31 of the following year.

Requests must be submitted in writing at least ten business days in advance, except in exceptional cases, and must be answered in writing within five business days; if no response is received by the end of this period, the leave shall be deemed authorized. In the event that granting the leave is not possible due to operational needs, the written denial must be duly justified, indicating the reasons for such denial.

22. Reduced Work Hours for Legal Guardianship

Employees of the Foundations shall be entitled to a reduction in their daily working hours, with a proportional reduction in salary ranging from at least one-eighth to a maximum of one-half of the duration of the workday, provided they are in any of the following situations:

- a) Those who, due to legal guardianship, have direct care of a child under twelve years of age or a person with a disability who does not engage in paid work.
- b) Those who need to provide direct care for a spouse, domestic partner, or a relative up to the second degree of consanguinity or affinity who, due to age, accident, or illness, cannot care for themselves and who does not engage in paid work.

These reductions in working hours constitute an individual right of employees. However, if two or more employees of the Foundation are entitled to this right based on the same qualifying event, the Foundation's management may limit their simultaneous exercise of this right for justified operational reasons.

To take advantage of this leave, the employee must request it at least fifteen days prior to the start date of the reduced work schedule; the employee must also provide the same amount of advance notice regarding their return to a full-time schedule.

In order to ensure the smooth operation of each group's service and/or line of research, the specific schedule for the reduced workweek will be agreed upon between the employee and the Foundation's management.

23. Parental Leave.

Employees shall be entitled to unpaid leave, for a period not exceeding eight weeks, whether continuous or intermittent, to care for a son, daughter, or foster child for a period exceeding one year, until the child reaches the age of eight.

This leave must be taken on a full-time basis.

It is the responsibility of the parent, adoptive parent, or foster parent to specify the start and end dates of the leave or, where applicable, the periods of leave, and to notify the Foundation fifteen days in advance; the leave must be taken in full weeks.

When both parents, adoptive parents, or foster parents for the same child and the same qualifying event, the circumstances necessary to be entitled to this leave, and where taking parental leave during the requested period would seriously disrupt the proper functioning of the administrative unit in which both work, the Foundation may postpone the granting of the leave for a reasonable period, providing written justification and only after offering a more flexible alternative for taking the leave.

24. Leave to complete the necessary procedures for gender reassignment.

Foundation staff shall be entitled to unpaid leave for a maximum duration of one month, which may be divided into periods of 15 calendar days.

Article 31. Suspension of the Employment Contract

1. Common Rules for Leaves of Absence

Employees who are currently on any type of leave of absence must request their reinstatement in writing at least one month prior to the end of their leave period, except in cases of mandatory leave of absence and leave of absence due to incompatibility, in which the request for reinstatement must be made within a maximum period of one month from the date of termination from the position that gave rise to this type of leave. If reinstatement is not requested within the specified timeframes, it will be tacitly understood that the employee waives this right, resulting in permanent termination from the Foundation. The employee will be informed of this circumstance in writing at the time the leave of absence is granted and upon

the denial of the request for reinstatement due to the lack of a vacancy.

Except in cases where job retention is expressly provided for in this agreement, the applicant shall retain only a preferential right to reinstatement in vacancies of the same or a similar category within the professional group to which they were assigned.

In cases of leave of absence that do not entitle the employee to job retention, or during periods of leave of absence in which, although job retention initially existed, such reservation has expired and the employee retains only a preferential right to reinstatement, if the employee has requested reinstatement and, one year has elapsed as of the day following the end of the leave of absence, without any vacancy having arisen in the employee's job category, the employee must resubmit the request for reinstatement within one month. This request must be renewed at each subsequent annual deadline; otherwise, the right to preferential reinstatement shall be deemed to have expired, resulting in permanent termination of employment with the Foundation. This obligation to renew the request for reinstatement annually shall not apply to any leave of absence that, in accordance with the law or this collective bargaining agreement, entails the reservation of the job position (whether it is the specific position previously held or one within the same professional group or equivalent category). In such cases, the employee must notify the Foundation of their intention to return to work only once, within the timeframes and under the conditions established for each case by law and in this agreement.

For employees hired under a contract for scientific and technical activities, as provided for in Article 23 bis of Law 14/2011 of June 1, the right to reinstatement shall be contingent upon the continuation of the research line or scientific and technical services.

In the case of employees with fixed-term contracts, a leave of absence shall not extend the duration of the contract, which shall terminate upon the cessation of the reason for which the employee was hired, without prejudice to the provisions governing pre-doctoral contracts and contracts for the hiring of research staff with a doctoral degree, as set forth in Articles 21 and 22 of Law 14/2011, of June 1, or other regulations governing other fixed-term contracts.

In all matters not provided for in this article, the provisions of current legislation shall apply.

2. Voluntary Leave of Absence

Employees with an employment contract at the Foundations who can demonstrate one year of service at the corresponding Foundation shall be entitled to voluntary leave of absence for a period of no less than four months and no more than five years.

The request must be submitted in writing at least one month in advance, specifying the exact period to be taken.

This right may only be exercised again by the same employee two years after the end of the previous leave of absence.

Voluntary leave of absence shall be granted without entitlement to any compensation, and this period shall not count toward seniority.

The applicant will retain a preferential right to reinstatement only if a vacancy exists in a position of the same category within the professional group to which they were assigned.

Likewise, in the event that a temporary assignment is not applicable due to a stay at other research centers, employees bound by an employment contract under any

Under this arrangement, employees may request a voluntary leave of absence, provided it is justified for the purpose of receiving scholarships, taking study trips, or participating in professional development courses related to the employee's field of expertise. The duration of this leave of absence shall be counted toward seniority.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

3. Leave of Absence Due to Incompatibility

Employees with permanent employment contracts who, through any procedure, obtain a position in the public sector as defined by Article 2 of Law 53/1984, of December 26, on Incompatibilities of Personnel in the Service of Public Administrations, that is incompatible with the position they were previously holding at the Foundations, shall be placed on voluntary leave of absence due to incompatibility, either as a result of exercising their right to choose or, in the absence thereof, ex officio, provided that, pursuant to the aforementioned law, it is to be understood that they have opted for the other position from which the incompatibility arises.

No minimum period of service will be required, nor will there be a maximum duration; its effects will continue as long as the reason for its declaration persists.

The duration of this leave of absence shall not be counted for any purpose, nor shall it entail job protection.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

The applicant will retain the right to reinstatement only in vacancies of the same or a similar category within the professional group to which they were assigned.

4. Mandatory Leave of Absence

This shall be governed by the provisions of Article 46 of the Workers' Statute. Employees shall be entitled to such leave if the following circumstances apply:

- a) Due to appointment or election to a public or union office that makes it impossible to attend work.
- b) In the event of their appointment, in accordance with the provisions of Article 12 of the Consolidated Text of the Basic Statute of Public Employees, as temporary staff in any of the administrations included within its scope of application.
- c) In the event that they sign a senior management contract in the public sector of the Community of Madrid.

Compulsory leave of absence entitles the employee to job protection and the accumulation of seniority during the period of leave. An employee on compulsory leave of absence must remain on leave for the entire duration of their public office or union position.

5. Leave of Absence for Child Care

Employees shall be entitled to a period of leave not exceeding three years to care for each child under the age of three, whether the child is naturally under three or

adoption, or in cases of guardianship for the purpose of adoption or permanent foster care, effective as of the date of birth or, where applicable, the date of the judicial or administrative decision.

This leave may be taken in installments. However, if both parents working at the same Foundation are entitled to this leave for the same qualifying event, the Foundation's management may limit their simultaneous use of the leave for justified operational reasons.

When a new qualifying event gives rise to the right to a new period of leave, the start of that leave will terminate any leave that may have been in progress.

The period during which the employee remains on leave in accordance with the provisions of this section shall count toward seniority. During the first year, the employee shall have the right to have their position reserved and may attend training courses to which they are invited, if they so request.

Starting in the second year, the employee will retain the right to return only to vacancies of the same or a similar category within the professional group to which they were assigned.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

6. Leave of Absence for the Care of Family Members

Employees shall be entitled to a period of leave of absence not exceeding two years to care for a spouse or domestic partner, or a relative up to the second degree of consanguinity or affinity—including a blood relative of the domestic partner—who, due to age, accident, illness, or disability, is unable to care for themselves and is not engaged in paid work.

When a new qualifying event gives rise to a new period of leave, the start of that leave shall terminate any leave that may have been in progress.

The period during which the employee remains on leave in accordance with the provisions of this section shall count toward seniority, and during the first year, the employee shall be entitled to have their job reserved.

After the first year, the applicant will retain only the right to be reinstated in vacancies of the same or a similar category within the professional group to which they were assigned, and may attend training courses to which they are invited, if they so request.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

7. Leave of Absence Due to Gender-Based Violence

Female employees who are victims of gender-based violence shall be entitled, without having to have completed a minimum period of prior service, to a period of leave with pay for an initial duration not exceeding six months, in order to ensure their protection or to exercise their right to comprehensive social assistance.

If required by legal proceedings, this period may be extended by three months to ensure the effectiveness of the victim's right to protection.

During the initial period and any extensions, the victim shall be entitled to have their position reserved; this period shall count toward seniority, and the victim may attend training courses to which they are invited, if they so request.

During the first two months of this leave of absence, the employee is entitled to receive full pay.

Once the periods described above have elapsed, the leave of absence may be continued for a maximum of nine months, provided that the circumstances that gave rise to the initial leave of absence persist; however, the employee will no longer be entitled to job retention or to the accumulation of seniority.

To be granted this leave of absence, the applicant must provide evidence of gender-based violence through:

- A conviction for a crime of gender-based violence in which the employee is recognized as the victim;
- A protection order or any other judicial ruling granting a protective measure in favor of the victim (e.g., a restraining order against her partner);
- A report from the Public Prosecutor's Office indicating that there is evidence that the employee is a victim of gender-based violence;
- A report from social services, specialized services, or shelter services provided by the competent public administration for victims of gender-based violence.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

8. Leave of Absence Due to Terrorist Violence

Employees who have suffered physical or psychological harm as a result of terrorist activity, as well as those threatened under the terms of Article 5 of Law 29/2011, of September 22, on the Recognition and Comprehensive Protection of Victims of Terrorism, following recognition by the Ministry of the Interior or a final court ruling, shall be entitled, to take a period of leave—under the same requirements and conditions set forth in the preceding article for leave due to gender-based violence—in order to ensure their protection or their right to comprehensive social assistance, whether due to the aftereffects of the terrorist act or the threat to which they are subjected.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

9. Leave of Absence for International Cooperation

Employees may request a leave of absence to participate in the on-the-ground implementation of a specific international development cooperation or humanitarian aid project—in any of its phases—to be carried out in a country or territory that is a beneficiary of a development aid policy funded from public budgets.

No minimum length of service will be required, and the maximum duration of this leave of absence will be three months, extendable for an additional three months.

The employee may not have taken another leave of absence of this nature for a period of at least one year, counted from the date of their return to work.

The duration of this leave of absence will count toward seniority and will entail job protection for the first three months.

The employee must request reinstatement in accordance with the procedure established in the general rules governing leaves of absence (Article 31.1).

10. Suspension by Mutual Agreement

Employees and the Foundations may, by mutual agreement, suspend the employment contract; during such suspension, the parties are relieved of their basic obligations to work and to pay wages, while the legal employment relationship remains in effect.

This situation shall last for the same duration as the cause giving rise to it, which in any case may not exceed twelve months or extend beyond the calendar year. The duration of the suspension does not count toward the employee's seniority. Once the suspension ends, the employee has the right to return to their position, and the contract resumes full effect.

Article 32. Retirement

1. Mandatory Retirement

In accordance with the provisions of Law 21/2021, of December 28, on guaranteeing the purchasing power of pensions and other measures to strengthen the financial and social sustainability of the public pension system, it is expressly agreed that the employment contract shall be terminated due to mandatory retirement when the employee reaches the legal retirement age established by Social Security regulations at any given time, provided that the company implements any of the following employment policies:

- a) Hiring a new employee for each contract terminated for this reason.
- b) Conversion of a fixed-term contract or a contract for scientific and technical activities (Article 23bis of the LCTI) into a permanent contract (included in the payroll) for each permanent contract terminated for this reason.

The employee affected by the termination of the employment contract must meet the requirements established at any given time by Social Security regulations to be entitled to 100 percent of the ordinary retirement pension under the contributory system, provided that the employee possesses the functional capacity and aptitude to perform the job for which they are hired. The employee must provide proof, by submitting a work history certificate from the entity administering the benefit, that they do not meet the requirements to qualify for 100 percent of the contributory retirement pension. Additionally, they must demonstrate functional capacity through the corresponding Occupational Safety and Health Service.

The above condition does not apply in the case of voluntary retirement.

2. Partial Retirement.

Any employee who so desires, provided they meet the requirements set forth in the regulations in effect at the time of application and in accordance with the terms set forth therein, may opt for partial retirement. Once an employee who meets the aforementioned requirements has notified the employer of their intention to take partial retirement, the employer agrees to use all means at its disposal to process said request, as well as to hire a substitute or relief worker, provided that the conditions and characteristics of such a replacement are permissible under applicable law.

In cases where partial retirement is granted, the company and the employee may agree to concentrate the reduced work hours into a specific period of time, beginning on the date the replacement contract is signed.

CHAPTER VIII**COMPENSATION****SYSTEM****Article 33. Salary Structure****1. Base Salary**

This is the portion of the employee's compensation set per unit of time and based on their group, functional area, and category, regardless of the compensation to which they are entitled for a specific job position or any other circumstance.

The amount shall be as set forth in Annex I regarding the compensation established for each of the areas, groups, and categories, calculated on an annual basis and including special payments.

The amount of the compensation agreed upon in this Collective Bargaining Agreement refers to the annual working hours established in Article 24; therefore, employees who work fewer hours will receive their salary and the various salary components in proportion to the hours actually worked.

Equal pay is established for those categories under this collective bargaining agreement for which, in accordance with the provisions of Article 85.1 of Law 14/2007 of July 3 on Biomedical Research, equivalent categories of SERMAS statutory personnel have been designated, under the terms set forth in Annex II.

In the case of the categories of Tenured Researcher, Associate Researcher, Senior Assistant Researcher, Assistant Researcher, and Senior Graduate Researcher—which do not have equivalent categories among SERMAS statutory staff—and in order to avoid pay disparities, a pay increase has been implemented for these categories to ensure that their salaries are, in all cases, higher than those of the immediately lower categories, in accordance with the provisions of Annex I.

Salaries for the pre-doctoral researcher category are established according to the percentages specified in Article 21(d) of Law 14/2011, of June 1, on Science, Technology, and Innovation, and in Article 7.1 of Royal Decree 103/2019, of March 1, which approves the Statute for Pre-doctoral Research Staff in Training, with respect to the category of assistant researcher under this agreement.

2. Special Pay

Employees shall be entitled to two special payments, which shall be included in the paychecks for the months of June and December. These payments shall accrue semiannually or annually, depending on the terms negotiated by each Biomedical Research Foundation, and in proportion to the time actually worked. The amount of these bonuses may be prorated over twelve monthly installments provided that this is specified in the employee's employment contract.

Each of the special payments will be increased, if applicable, by the monthly amount of the "ad personam" supplement.

3. Allowances

Job-related supplements are those assigned to job positions based on their characteristics or the conditions under which the corresponding services are provided; These are functional salary supplements, and their payment depends exclusively on the performance of professional duties in the positions to which they are assigned; therefore, they are not consolidatable, and employees will cease to receive them when the characteristics or conditions that gave rise to their assignment are eliminated or modified. Their calculation must be based on the actual time worked and in proportion to the hours actually worked.

Job-related supplements shall be those which, in accordance with the provisions of this article, are assigned to positions in the staff position listings, with an indication of the applicable types and amounts.

The total amount of the allowances defined below may not exceed, on an annual basis, 25% of each Foundation's active workforce.

3.1. Allowance for special dedication and/or availability.

The purpose of this allowance is to compensate for special dedication to work involving the performance of extraordinary tasks that can be precisely defined and are not cyclical, or, if they are cyclical, require a heavier workload during a specific period.

Amount: 15% of the proportional portion of the monthly base salary for the category, as set forth in the collective bargaining agreement tables, corresponding to the days on which the allowance applies.

Eligibility: Employees subject to the pay scales.

Characteristics: Not subject to consolidation or absorption. Incompatible with payable overtime.

Duration: The duration of the work performed.

Positions previously defined in each foundation for staff subject to pay scales, which require the handling of technical incidents due to unexpected events outside of working hours, will receive a supplement of 5% of the monthly base salary, regardless of whether or not incidents occur, since the compensation is for availability.

3.2 Allowance for Highly Specialized Positions.

This supplement compensates staff in highly specialized positions who perform tasks of particular complexity, as specified in the list of positions included in Annex III. This list of positions will be updated annually based on the identification of new profiles that meet this description, in order to address new needs arising from the foundations' activities. To be eligible for this allowance, a minimum tenure of 6 months in the position is required.

Amount: 15% of the gross monthly base salary.

Eligibility: Staff, subject to pay scales, who hold positions listed in Annex III. Characteristics: Not subject to consolidation or absorption.

This supplement may be applied to a maximum of 10% of the workforce, with the possibility of exceeding this limit upon prior authorization from the Regional Ministry of Economy, Finance, and Employment.

Duration: The period during which the employee performs the duties that led to their hiring.

4. Professional Career

Employees will receive the amounts detailed in Annex IV as professional career pay, under the terms and conditions set forth in that document.

5. Salary Adjustments

The base salary set forth in this agreement, as well as any supplements established, shall be subject to an annual increase in accordance with the percentages established in the regulations governing public sector employees of the Community of Madrid.

CHAPTER IX

OCCUPATIONAL SAFETY AND HEALTH

Article 34. General Principles

Employees of the Foundations have the right to effective protection in matters of occupational safety and health, under the terms set forth in Article 14 of Law 31/1995, of

November 8, as well as the duty to comply with the occupational risk prevention regulations adopted by law and by regulation, as indicated in Article 29 of the aforementioned law, within the framework of the Spanish Occupational Safety and Health (OSH) Strategy 2023–2027.

The right to effective protection includes information, consultation, and participation; training for workers on preventive measures; and monitoring of their health status.

The Foundations shall comply with the occupational risk prevention obligations set forth in Law 31/1995, of November 8, and its implementing regulations.

Article 35. Worker Participation

To effectively ensure compliance with the provisions of the preceding article, the following structure for active worker participation is established:

1. **Occupational Safety Representatives:** These are the workers' representatives with specific duties regarding occupational risk prevention.

Occupational Safety Representatives shall be appointed by unanimous decision of the Works Council; such appointment may be made of any employee of the relevant Foundation, regardless of whether or not they are a worker representative.

If the Works Council fails to reach a unanimous decision on their appointment, each labor union shall appoint the Health and Safety Representatives allocated to it in proportion to the number of representatives it holds on the Works Council; any ties that may arise shall be resolved in favor of the labor union that received the most votes within the relevant Foundation.

The number of Occupational Safety Representatives appointed shall be determined in accordance with the scale set forth in Article 35 of Law 31/1995, of November 8, and their powers and responsibilities shall be those established in Article 36 of said Law.

Health and Safety Delegates who also hold the status of unitary representatives (members of the Works Council or employee delegates) or union delegates must perform their duties using the time credit available to them, since the time spent performing these duties is also part of the exercise of their representative functions.

Notwithstanding the foregoing, the following shall, in all cases, be considered actual working time, without being deducted from the aforementioned time credit: time spent attending, where applicable, meetings of the Health and Safety Committee and any other meetings convened by the Foundations regarding risk prevention; accompanying technicians during preventive assessments of the work environment, accompanying Labor and Social Security Inspectors during their visits; as well as visits made by Prevention Delegates to workplaces to carry out monitoring and control activities.

This is, therefore, a time credit which, for organizational reasons, must generally be communicated in writing to the Foundations at least forty-eight hours in advance,

except for duties arising from their responsibilities that require urgent and unavoidable action, duly documented. The Foundations are authorized to request that the employee provide justification for the reason for using the time credit or any explanations they deem relevant. However, in order to maintain workplace scheduling, the Health and Safety Representative and the Foundations may agree on the allocation of time dedicated to these tasks.

Time spent on training in occupational safety and health shall also be considered actual working hours.

In the event that the elected Health and Safety Representatives are not employee representatives, they shall be entitled to time off on the same terms as Staff Representatives or members of the Works Council for the performance of health and safety duties.

Occupational Safety Representatives will receive, on an annual basis, mandatory training consisting of at least 10 hours of refresher courses on occupational risk prevention, as determined by the Health and Safety Committee.

2. Health and Safety Committee: This is a joint, collegial body established for regular and periodic consultation on the Foundation's actions regarding occupational risk prevention.

A Health and Safety Committee will be established in those Foundations with fifty or more employees.

This Committee will be composed of the appropriate number of Occupational Safety and Health Representatives and representatives of the Foundation, in accordance with the provisions of Articles 35 and 38 of Law 31/1995, of November 8.

The Health and Safety Committee is governed by its own internal operating regulations, and its powers and responsibilities are those established in Article 39 of Law 31/1995, of November 8; under no circumstances shall members of the Committee have a casting vote.

The Health and Safety Committee shall participate in the development, implementation, and evaluation of risk prevention plans and programs, discussing, prior to their implementation and with regard to their impact on risk prevention, projects related to work planning and organization and the introduction of new technologies, the organization and development of protection and prevention activities, as well as the design and organization of training in this area, with the aim of effectively integrating preventive measures.

Foundations with more than one workplace, where each is equipped with a Health and Safety Committee, may agree with the employees to create an Inter-Workplace Committee with the functions assigned to it by the agreement.

All members of the Health and Safety Committee must observe professional secrecy and maintain the confidentiality of data related to the health monitoring of employees, which under no circumstances may be used for purposes other than those for which

those that were collected, and under no circumstances for discriminatory purposes or to the detriment of workers.

Article 36. Occupational Safety and Health Service

1. Occupational risk prevention functions in the Foundations shall be carried out through an in-house Prevention Service or an external Prevention Service, in accordance with the activities, requirements, and resources established in Royal Decree 39/1997, of January 17, approving the Regulations on Prevention Services, and the implementing regulations.

2. The Foundations shall ensure, in all cases, that this Prevention Service is capable of providing the advice and support required based on the types of risks present within them in the following areas:

- a) Design, implementation, and coordination of preventive action plans and programs.
- b) Conducting risk assessments that may affect the safety and health of workers, including psychosocial risks, organizational risks, and emerging risks arising from the use of new technologies.
- c) Planning appropriate preventive measures and monitoring their effectiveness.
- d) Providing information and training to workers, in accordance with the provisions of Articles 18 and 19 of Law 31/1995, dated November 8.
- e) Monitoring workers' health in relation to risks arising from their job, as set forth in Article 37 of this agreement.
- f) Provision of first aid and emergency plans.
- g) Campaigns to correct behavioral habits that are harmful to workers' health.
- h) Advice on the development of, at a minimum, the action protocols established by the Central Commission on Occupational Health and the Environment.

Article 37. Personal Protective Equipment and Work Clothing

1. The Foundations shall provide the personal protective equipment deemed necessary by the Prevention Service in the event of a risk arising from the performance of employees' duties or tasks, whether on a permanent or temporary basis.

2. Personal protective equipment, whether or not it is considered part of a uniform, shall be replaced when, due to wear and tear or any other cause, it no longer serves its intended purpose. For these purposes, the guidelines of the procedure for the management of personal protective equipment approved by the Central Commission on Occupational Health and the Environment shall be followed.

3. Employees who are required to do so must wear, during their workday on the work premises, the uniform or work clothing provided by the Foundation or by the relevant department pursuant to any agreements it may enter into with

the management of the healthcare facility where they are located, given their direct interaction with the staff of that facility.

The use of the uniform or work clothes outside the workplace is prohibited.

4. The Foundations shall be responsible for cleaning the uniform, without prejudice to any agreements that may be reached with the management of the healthcare center where they are located, given their direct interaction with the staff of that center. Employees are prohibited from cleaning the uniform on their own. In the event of replacement, this will depend on the condition of the uniform.

5. As soon as an employee terminates their employment relationship with the Foundation, they must return the uniform or work clothing provided to them at the time of hire or during their employment.

Article 38. Occupational Health with a Gender Perspective

The Foundations commit to taking the necessary measures to minimize exposure to certain occupational hazards and their impact on the health of pregnant employees.

1. Chemical Hazards

The Foundations commit to drafting and maintaining an up-to-date inventory at each workplace of the substances present at each workstation—whether these are ingredients in chemical products, byproducts of the production process, or environmental contaminants—and must describe the toxic characteristics of the substances and their different effects on the health of women and men.

Similarly, they commit to ensuring that risk assessments and occupational health evaluations adequately describe the tasks performed by women and the risks associated with them.

When female workers undergo medical testing as part of health surveillance, such testing shall take into account biological differences in exposure to toxic substances.

The Foundation commits to eliminating or substituting the highest-risk substances—including carcinogens, reproductive toxins, endocrine disruptors, and neurotoxins—and replacing them with alternatives that pose no risk or a lower risk, provided that other alternative substances or products are available.

In workplaces where potentially hazardous chemical agents are present, an occupational hygiene assessment must be conducted to determine the level of exposure to which individuals are subjected, paying special attention to the presence of female workers, as their biological characteristics differ from those of men and the effects on them may vary.

2. Psychosocial Risks

The Foundations undertake, for the duration of this agreement, to assess psychosocial risks and plan preventive measures.

3. Protection During Pregnancy and Breastfeeding

Pregnant or breastfeeding employees of the Foundations may voluntarily report their pregnancy and/or breastfeeding status to the Prevention Service, which will assess the employee's fitness for the job and evaluate the occupational risks associated with it.

If the Occupational Health and Safety Service identifies any risk that could affect the health of the pregnant employee, the embryo/fetus, or the nursing infant, the Foundations will take the necessary measures to prevent exposure to this risk by adjusting the affected employee's working conditions or hours.

When the organization of work or the fundamental nature of the job does not allow for these adjustments, the pregnant or breastfeeding employee must be assigned to a different job or role that is compatible with her condition.

The Foundations must determine, after consulting with the Occupational Safety Representatives or, where applicable, the Employee Representative, the list of positions exempt from such risks, which will be updated as necessary.

The job reassignment shall be carried out in accordance with the rules and criteria established in applicable law and shall remain in effect until the pregnant or breastfeeding employee's condition allows her to return to her previous position.

If no position compatible with her condition is available, the employee may be assigned to a position outside her group or equivalent category, where she will retain the right to the full compensation of her original position.

When it is not possible to implement the recommended preventive measures in any work position, the Foundation will provide the employee with the necessary documentation so that she may apply for the pregnancy or breastfeeding benefit for children under nine months of age, as provided for in Article 45.1(e) of the Workers' Statute, through the National Social Security Institute (INSS) or the Workers' Compensation Mutual Insurance Company, depending on the entity with which the Foundation has arranged coverage for occupational risks.

These procedures will be carried out as quickly as possible. Specifically, once the pregnant person notifies the Foundation of her pregnancy, the medical services of the Prevention Service must assess her health status in accordance with the maternity protection protocol developed by the Central Commission on Occupational Health and the Environment.

Article 39. Health Surveillance

1. The Foundations shall guarantee their staff periodic health monitoring, using appropriate measures or instruments that cause the least inconvenience to workers and following the guidelines and protocols established by the health authorities in this area, limiting the scope of such monitoring to work-related risks.

Medical examinations shall be appropriate to the risks of the job. They shall be conducted once

resume work after a prolonged absence and at specific intervals.

This monitoring will be conducted based on the risks to which the worker is exposed in the workplace.

2. Health monitoring is a right of the worker, who will give their voluntary consent, for which they will be informed of the content and scope of such monitoring.

In cases where, due to the risks inherent in the work, medical examinations are mandatory for the worker or are required by law, a report from the workers' legal representatives must be obtained prior to conducting such examinations, in accordance with the provisions of Article 22.1 of Law 31/1995, of November 8, on Occupational Risk Prevention

3. Health surveillance shall be mandatory for workers in the following situations:

- a) The existence of a legal provision regarding the protection against specific risks and particularly hazardous activities.
- b) When medical examinations are essential to assess the effects of working conditions on workers' health.
- c) When a worker's state of health may pose a danger to the worker or to third parties, in accordance with the provisions of Article 22 of Law 31/1995, of November 8.

In the latter two cases, a prior report from the workers' representatives is required.

4. Medical information derived from the health surveillance of each worker shall be made available to the worker, to the medical services responsible for their health, and to the health authority.

Foundations may not have access to the specific content of medical tests or their results without the express and verifiable consent of the employee.

5. Access to personal medical information derived from health surveillance shall be limited to medical personnel and health authorities. Notwithstanding the foregoing, the employer and the persons or bodies with responsibilities in the area of prevention shall be informed of the conclusions derived from the examinations conducted regarding the worker's fitness to perform their job or the need to introduce or improve protective and preventive measures. Such information shall be limited, at most, to the aforementioned conclusions regarding fitness for work or the need for measures, so that they may properly carry out their preventive duties, in accordance with the terms established in Article 22.4 of Law 31/1995, of November 8, on Occupational Risk Prevention.

6. The results of workers' health screenings must be documented, as must the conclusions drawn from them. The Health and Safety Committee and, in any case, the Occupational Safety Representatives must be informed of the epidemiological (collective) results, taking into account, whenever possible, criteria such as departments, occupational categories, sex, and age, and preserving, to the extent possible, the confidentiality of health data.

7. Expenses of any kind (including transportation) incurred as a result of health monitoring shall not be borne by the workers.

Article 40. Guarantee of Compliance with Occupational Risk Prevention Regulations by Contracted Companies

When the Foundations contract with other companies to perform services related to their own activities carried out on the premises, they shall monitor compliance with occupational risk prevention regulations by applying Royal Decree 171/2004, of January 30, which implements Article 24 of Law 31/1995, of November 8, regarding the coordination of business activities.

Article 41. Environment

1. The Foundations shall take actions aimed at achieving the basic principles of environmental protection established for the business sector, which shall have as their fundamental objectives—without prejudice to any agreements that may be reached with the management of the healthcare center where they are located, given their direct interaction with the staff of said center—among others:

- a) Reducing energy consumption and promoting the use of renewable energy.
- b) Improve the management of waste generated by the Foundation's own activities by recycling materials that are suitable for recycling.
- c) Promote the use of more environmentally friendly products and technologies.
- d) Improve the use of water resources.
- e) Launch environmental awareness and sustainable development campaigns.

2. The representative bodies shall be consulted by the Foundations regarding actions aimed at achieving the established basic principles of environmental protection and may collaborate with the Foundations in drafting proposals for environmental protection measures, as well as in disseminating information about such measures among employees.

Article 42. Central Commission on Occupational Health and the Environment.

The Central Committee on Occupational Health and the Environment, composed of three employee representatives and three representatives from the Foundations' management, is responsible for coordinating occupational risk prevention and environmental matters and for standardizing criteria and procedures across all Foundations.

The protocols developed by this committee (Protocol for Prevention and Response to Situations of Internal Conflict, Violence, and Harassment in the Foundations; Violence and Harassment; Protection of the

maternity leave, procedures for handling individuals particularly vulnerable to occupational hazards, and the management of Personal Protective Equipment), as well as any subsequent amendments thereto, shall constitute minimum requirements and shall apply to those Foundations that have not established their own policies.

Article 43. Temporary Disability Supplement.

1. Employees covered by this Agreement shall be entitled to receive a salary supplement starting on the first day of temporary disability which, when added to the benefit provided under that system, shall total up to one hundred percent of their fixed salary for the month preceding the start of the temporary disability, provided they meet the required waiting period to receive the benefit paid by the INSS or the Mutual Insurance Company.
2. The salary supplement shall accrue in all cases of temporary disability, whether due to general or occupational causes, and shall be paid for as long as the Foundation remains obligated to make contributions.

CHAPTER X

PROMOTION OF EQUALITY AND PROTECTION AGAINST GENDER-BASED VIOLENCE

Article 44. Principle of Equality.

The Foundations that are signatories to this agreement express their explicit commitment to the principle of equality and non-discrimination and, therefore, employees have the right not to be discriminated against, directly or indirectly, in employment or, once employed, on the basis of marital status, age within the limits established by law, racial or ethnic origin, social status, religion or beliefs, political views, sexual orientation, gender identity, gender expression, sexual characteristics, union membership or lack thereof, on the basis of language within the Spanish State, disability, as well as on the basis of sex, including unfavorable treatment of women or men for exercising their rights to work-life balance or shared responsibility for family and work life.

1. The promotion of equal treatment and opportunities among workers employed by the Foundations constitutes a fundamental principle that underlies the entire content of this Agreement in a cross-cutting manner. Therefore, the promotion of equality serves as an interpretive criterion in the application of this Agreement.
2. The Foundations shall implement equality measures in accordance with the provisions of Organic Law 3/2007 of March 22 on the Effective Equality of Women and Men, ensuring that no discrimination on the basis of sex occurs. To this end, they shall adopt measures in the following areas:
 - Access to employment. To this end, the use and acceptance of blind resumes will be encouraged. Job postings shall avoid using "sexist" language or language that reinforces gender stereotypes, and shall instead use language that respects diversity.

- Selection procedures, which must be objective and neutral to prevent any type of direct or indirect discrimination based on sexual orientation, gender expression, gender identity, or gender diversity.
- Classification and professional development.
- Gender pay equity.
- Measures to balance personal, work, and family life.
- Access to and development of training, information, communication, and awareness-raising.
- Situations requiring special protection (workplace harassment, sexual harassment, and harassment based on sex; discrimination against members of the LGBTIQ+ community, people with disabilities, or victims of gender-based violence)
- Occupational health and safety.
- Promotion of scientific research with a gender perspective.
- Any other measures deemed appropriate for the promotion of equality.
-

Article 45. Equality Plans

Foundations that are required to have an Equality Plan must comply with the principles and measures established in the preceding articles.

Such plans must include protocols against sexual harassment or gender-based harassment, including harassment targeting the LGBTIQ+ community. In the absence of such protocols, the protocols agreed upon by the Central Occupational Health Commission shall apply.

Article 46. Protection for Female Workers Who Are Victims of Gender-Based Violence

Female employees who are victims of gender-based violence shall be provided with all necessary employment safeguards and adjustments to their working conditions to ensure their protection, their health, their right to comprehensive social assistance, and their optimal professional development, in accordance with the provisions of Organic Law 1/2004 of December 28 on Comprehensive Protection Measures against Gender-Based Violence, Organic Law 10/2022 of September 6 on the Comprehensive Guarantee of Sexual Freedom, Law 5/2005 of December 20 on Comprehensive Measures Against Gender-Based Violence of the Community of Madrid, and this collective bargaining agreement.

Article 47. Protection of the LGBTIQ+ Community

Discrimination based on LGBTIphobia is considered a health risk to individuals. In those Foundations that have not developed specific protocols, the protocol developed for this purpose by the Central Commission on Occupational Health, as set forth in Annex V, shall apply.

In informal corporate communications, when referring to LGBTIQ+ individuals, the gender and name they have expressed shall be used. In official documents (contracts, agreements, appointments, database entries, etc.), the name specified on the DNI or NIE shall be used.

The company will provide or facilitate specific training for committee members or employee representatives so that they can address cases of LGBTIphobia in the first instance and will establish, as part of the company's training plans, concrete and specific training initiatives to promote a culture of diversity, raise awareness regarding LGBTIQ+ individuals, encourage the use of inclusive language in both speech and writing, and ensure knowledge of the measures and protocols in place at the company to combat LGBTIphobia and workplace harassment based on sexual orientation, gender expression, gender identity, and gender diversity.

CHAPTER XI

TRAINING

Article 48. General Principles of Training.

1. The management of each Foundation shall develop an annual Training Plan to be negotiated with employee representatives during the last quarter of each year. This plan, which shall be approved by the Board of Trustees, shall comply with the provisions of Law 30/2015 of September 9, regulating the Vocational Training System for employment in the workplace, and Royal Decree 694/2017, of July 3, which implements the aforementioned law and all subsequent updates, and shall include the planned training activities, the training objectives to be achieved, the target audience for the training, and the criteria for selecting participants.

In the case of foundations that manage the activities of health research institutes, the training plan must be in accordance with the accreditation requirements set forth in Royal Decree 279/2016, dated June 24, on the accreditation of biomedical or health research institutes.

2. Furthermore, in accordance with Law 30/2015 of September 9, the specific terms for the use of individual training leave may be established through negotiation with the workers' legal representatives.

3. The company shall inform and train its entire workforce on the planned measures and protocols against discrimination and harassment based on sexual orientation, gender identity, gender expression, sexual characteristics, and family diversity, as set forth in the collective bargaining agreement.

Article 49. Training Committee

1. A Joint Training Committee shall be established at each Foundation, composed of professionals appointed by its Management and by the Works Council. This committee shall have a technical and advisory role.

The functions of the Training Committee shall be as follows:

a) To identify training needs and submit a report to the Foundation's management outlining these needs.

- b) Propose guidelines for the design of training plans based on job-related training needs: priorities, target groups, and any other aspects deemed necessary to include.
 - c) Monitor the implementation and compliance with the annual training plan.
 - d) Assess any unforeseen needs not covered in the Annual Training Plan.
 - e) Identify the results of the evaluation of training activities to provide suggestions for improvement.
 - f) Establish, where applicable, the terms of use for individual training leave.
2. The Training Committee will meet regularly at least once every six months.

Members of the Committee must maintain confidentiality regarding any information they learn as a result of their membership on the Committee.

The Committee will have a chairperson and a secretary, who will be appointed by the Foundation's Management.

3. The Training Committee may hold special meetings in cases of urgent need.
4. In the first quarter of the calendar year, the Committee shall receive, for review, a report on the implementation of the Training Plan for the previous year, in accordance with the provisions of Royal Decree 694/2017, dated July 3, as well as information regarding individual training leaves granted and denied, if any.

Article 50. Training Hours

1. Employees of the Foundation may be granted a maximum of forty hours per year, counted as actual work time, to participate in voluntary continuing education activities; any denial of such leave must be justified, without prejudice to any mandatory training they are required to complete.
2. Requests to attend a training activity must be submitted fifteen days prior to the activity's start date. The decision to grant or deny the request shall be notified in writing, with a statement of reasons, to the interested party seven days prior to the activity's start date.
3. Time off in lieu will be granted once the training has been completed, provided that a certificate is submitted attesting to attendance, completion, or successful completion of the training activity. The student will have one month from the end date of the training activity to submit such proof.
4. Compensation for training will be calculated such that each instructional hour of training included in the pool will entitle the participant to one hour of work time, even if the training takes place outside of working hours, and regardless of whether it is conducted in person or online. Mandatory training will not count toward the credit of hours and will be considered actual work time.

CHAPTER XII

DISCIPLINARY PROVISIONS

Article 51. Disciplinary Liability

The disciplinary regime aims to maintain workplace discipline, which is essential for harmonious workplace relations, technical management, and the organization of the Foundations, as well as to guarantee and defend the legitimate rights and interests of their employees.

The staff of the Foundations is subject to the disciplinary regime established in this chapter and, in matters not provided for in this chapter, to the applicable legislation.

Any staff member who induces others to commit acts or engage in conduct constituting a disciplinary offense shall incur the same liability as those individuals.

Likewise, staff members who cover up very serious or serious disciplinary offenses shall be held liable when such acts result in serious harm to the Foundation or to citizens.

Article 52. Principles and Exercise of Disciplinary Authority

1. The Foundation's Management shall exercise disciplinary authority over infractions committed by its staff in the performance of their duties and positions, through the appropriate procedure, without prejudice to any financial, civil, or criminal liability that may arise from such infractions.
2. Disciplinary authority shall be exercised in accordance with the following principles:
 - a) The principle of legality and the requirement that offenses and sanctions be specifically defined, as set forth in applicable regulations and this collective bargaining agreement.
 - b) The principle of non-retroactivity of unfavorable disciplinary provisions and retroactivity of those favorable to the alleged offender.
 - c) The principle of proportionality, applicable both to the classification of infractions and sanctions and to their application.
 - d) Principle of culpability.
 - e) The principle of presumption of innocence.
3. Sanctions resulting from disciplinary proceedings shall be recorded in the Foundation's personnel records; their removal shall preclude a finding of recidivism.

Article 53. Classification of Disciplinary Offenses

1. Disciplinary offenses may be minor, serious, or very serious.
2. Minor offenses include:
 - a) Unjustified failure to comply with the work schedule, provided it does not constitute a serious offense.
 - b) One day of unexcused absence from work in a calendar month.
 - c) Inappropriate behavior toward superiors, coworkers, subordinates, or clients.

- d) Carelessness or negligence in the performance of their duties when it does not affect the Foundation.
- e) Carelessness in complying with express health and safety provisions.
- f) Failure to fulfill one's duties or obligations, provided it does not constitute a serious or very serious offense.
- g) Concealment of, consent to, or cooperation with any act that could constitute a serious offense.

3. Serious offenses include:

- a) Disobedience of orders or instructions from a superior, provided that it does not constitute a very serious offense.
- b) Abuse of authority in the performance of one's duties.
- c) Failure to perform one's duties or to comply with the rules governing the Foundation's operations, provided that it does not constitute a very serious offense.
- d) Serious disrespect toward superiors, colleagues, and subordinates, as well as the users of the Foundations.
- e) Damage to or deterioration of facilities, equipment, instruments, uniforms, or documentation due to inexcusable negligence.
- f) Failure to report to the Foundation any damage or abnormalities observed in the facilities, equipment, instruments, or materials at the workplace, when such failure could result in harm to employees.
- g) Poor performance that affects the normal functioning of the department or unit or, in general, the Foundation's operations.
- h) Failure to comply with deadlines or other procedural provisions regarding conflicts of interest, provided that such failure does not result in the continuation of a conflict of interest.
- i) Unjustified failure to comply with the work schedule, consisting of absences or tardiness that, when accumulated, total more than 20 hours per month.
- j) Actions or omissions intended to circumvent time-tracking or attendance monitoring systems or to prevent the detection of unjustified breaches of the work schedule.
- k) Unjustified absence for more than two consecutive days, or the accumulation of four absences within two months, counted from the first absence, provided such absences do not constitute a very serious offense.
- l) Negligence in the use of available resources and in following occupational hazard prevention regulations, when adequate information and training are provided and the appropriate technical resources are available, as well as negligence in complying with occupational safety and health provisions by a person who is not responsible for enforcing them or for establishing adequate means of protection.

- m) Concealment of, consent to, or cooperation with any act that could constitute the commission of very serious offenses, as well as directly inducing another person or persons to commit a serious offense and cooperating with an act without which a serious offense would not have been committed.
 - n) Recidivism or repeated commission of minor offenses, defined as the commission of such an offense and the corresponding final sanction on at least two occasions.
 - o) Indiscretion, violation of confidential information, negligence, or breach of professional ethics and/or confidentiality, provided that such actions do not give rise to a claim by third parties or cause harm to the Foundation; in such cases, they shall be classified as very serious offenses.
 - p) Attendance at courses, workshops, seminars, or conferences during working hours without prior request and authorization from one's immediate supervisor.
 - q) The fabrication or falsification of data, unauthorized duplicate publication of work, the deliberate omission of relevant data, and any other practice involving the manipulation of research data.
 - r) Total or partial plagiarism of a work when authorship is knowingly omitted, and any other practice that infringes upon intellectual property rights.
 - s) The conduct of scientific research that has been carried out without the legally required prior authorizations or reports, or that has failed to comply with current legal and regulatory provisions regarding biomedical research, the protection of personal data, and/or bioethics.
4. The following constitute very serious offenses:
- a) Any action constituting discrimination on the basis of racial or ethnic origin, religion or beliefs, disability, age, or sexual orientation, gender identity and/or expression, language, opinion, place of birth or residence, sex, or any other personal or social condition or circumstance, as well as harassment on the grounds of racial or ethnic origin, religion or beliefs, disability, age, sexual orientation, gender identity and/or expression, and psychological, sexual, and gender-based harassment.
 - b) Abandonment of duty, as well as voluntarily failing to perform the tasks or duties assigned.
 - c) Absence from work for more than five consecutive days or the accumulation of seven absences in two months without authorization or just cause.
 - d) The publication or improper use of documentation or information to which they have or have had access by virtue of their position or function.
 - e) Negligence in safeguarding official secrets—whether designated as such by law or classified as such—that results in their publication or leads to their improper dissemination or disclosure.
 - f) Breach of due confidentiality regarding data pertaining to the Foundation and information related to their process and tenure there.
 - g) Failure to comply with the confidentiality provisions set forth in this agreement.

- h) Failure to comply with the provisions regarding incompatibility set forth in this agreement.
- i) Gross failure to perform the essential duties inherent to the position or the duties assigned.
- j) Breach of professional confidentiality regarding the protection of personal data and the investigation or activity in which the employee participated in the course of their employment.
- k) Violation of impartiality by using the powers granted to influence electoral processes of any nature or scope.
- l) Gross and manifest disobedience of orders or instructions from a direct, intermediate, or immediate superior, issued in the exercise of their duties, unless such orders or instructions constitute a manifest, clear, and unequivocal violation of a provision of law or other general regulation.
- m) Obstructing the exercise of civil liberties and labor rights.
- n) Engaging in acts intended to restrict the free exercise of the right to strike.
- o) Failure to comply with the obligation to provide essential services in the event of a strike.
- p) Engaging in manifestly illegal actions in the performance of their duties, when such actions cause serious harm to the Foundation, to healthcare institutions and facilities, or to citizens.
- q) Failure to comply with rules regarding conflicts of interest, when such failure results in the continuation of a conflict of interest.
- r) Serious assault against any person with whom they come into contact in the performance of their duties.
- s) Unjustified failure to appear before investigative committees of the Spanish Parliament (Cortes Generales) and the Legislative Assemblies of the autonomous communities when required to do so by virtue of their work.
- t) Workplace harassment.
- u) Sexual harassment.
- v) Failure to provide a certificate of no record from the Central Registry of Sex Offenders, when required by applicable law.
- w) The use of the premises, facilities, or equipment of institutions or healthcare centers to carry out activities or functions unrelated to those services.
- x) Directly inducing one or more others to commit a very serious offense, as well as cooperating in an act without which a very serious offense would not have been committed.
- y) Arbitrary abuse of authority that causes serious harm to subordinate staff or the service.
- z) The express refusal to use available protective equipment and to follow established recommendations for the prevention of occupational hazards, as well as negligence in

compliance with occupational safety and health provisions by those responsible for enforcing them or for establishing adequate means of protection.

aa) The fabrication or falsification of data, the unauthorized duplicate publication of works, the significant omission of relevant data, and any other practice involving the manipulation of research data when it adversely affects the institution's reputation.

bb) Total or partial plagiarism of a work when authorship is knowingly omitted, and any other practice that infringes upon intellectual property rights when it affects the institution's reputation.

cc) The conduct of scientific research carried out without the legally required authorizations or prior reports, or that has violated the legal and regulatory provisions in force regarding biomedical research, the protection of personal data, and bioethics, when such conduct adversely affects the institution's reputation.

dd) In general, those listed in Article 54 of the Workers' Statute that have not been listed in the preceding points.

Article 54. Disciplinary Actions

The sanctions that may be imposed, depending on the classification of the offenses, shall be as follows:

1. For minor offenses:

- a) A written warning, which must always be issued in writing.
- b) Suspension from work and pay for a period not exceeding three calendar days.

2. For serious offenses:

- a) Suspension from duty without pay for a period of no less than four days and no more than one month.

3. For very serious offenses:

- a) Disciplinary dismissal, which will result in the employee being barred from holding a new employment contract in the same professional category or in another with duties similar to those performed during the three years following the dismissal.
- b) Suspension from duty without pay for a period of not less than one month and not more than six months.

4. The severity of the sanction will be determined by taking into account the degree of intent, carelessness, or negligence evident in the conduct, the harm to the public interest, and whether the offense is repeated or a repeat offense, as well as the degree of involvement.

5. Enforcement of Sanctions:

The imposition of sanctions for offenses related to non-compliance with working hours or schedules, including abandonment of duty, shall be carried out without prejudice to any applicable payroll deductions.

Article 55. Statute of Limitations, Recording, and Cancellation of Penalties

1. Minor offenses shall be subject to a statute of limitations of six months, serious offenses to two years, and very serious offenses to three years; penalties imposed for very serious offenses shall be subject to a statute of limitations of three years, those imposed for serious offenses to two years, and those imposed for minor offenses to one year.

The statute of limitations period shall begin to run from the date the offense was committed and, in the case of continuing offenses, from the date the commission of the offense ceased.

The statute of limitations for penalties shall begin upon the finalization of the disciplinary decision.

2. The duration of the proceedings shall not exceed six months from the date they are initiated. The statute of limitations shall be interrupted by any procedural act taken in the case, provided that the total duration of the proceedings does not exceed the aforementioned period, through no fault of the employee subject to disciplinary action.

The expiration of the proceedings does not imply the expiration of the offense committed, which shall be subject to the applicable regulations based on the severity of the offense.

3. Any sanctions imposed as a result of the disciplinary proceedings—which shall be recorded in the employee's personnel file—shall be expunged ex officio or at the request of the employee, in accordance with the following periods, calculated from the date the sanction is fulfilled:

- a) Three months for sanctions imposed for minor offenses.
- b) Six months for sanctions imposed for serious offenses.
- c) One year for sanctions imposed for very serious offenses.
4. Expunged sanctions shall not be taken into account for the purpose of determining recidivism.

Article 56. Disciplinary Procedure

1. The disciplinary proceedings shall be conducted in accordance with the principles of expediency, immediacy, and procedural economy, and with full respect for the relevant rights and safeguards, and shall guarantee the following rights to the person concerned:

- a) To be notified of the appointment of the investigating officer and, where applicable, the clerk, as well as to challenge them.
- b) To be notified of the alleged facts, the violation they constitute, and the sanctions that may be imposed, if any, as well as the disciplinary decision.
- c) To submit arguments at any stage of the proceedings.
- d) To propose whatever evidence is appropriate for establishing the facts.
- e) To be advised and assisted by union representation.
- f) To be represented by an attorney or a labor relations specialist.

2. **Disciplinary proceedings for minor offenses.** In cases where sanctions are imposed for minor offenses, a preliminary disciplinary investigation is not required. Management

The Management shall notify the employee of the allegations against them and grant them the right to a hearing, for which they shall have a period of three business days from the date of notification; once this period has elapsed, the Management shall notify the employee of the decision within three business days.

3. **Disciplinary proceedings for serious offenses.** Management will notify the employee of the allegations against them and simultaneously appoint an Investigator, who will have fifteen calendar days to draft the statement of charges or to dismiss the allegations with justification. The appointed Investigator will inform the employee of the outcome of the investigation. If a statement of charges is issued, the employee will have seven business days from the date of notification to request a hearing. Once this period has elapsed, the Investigator will, within seven business days, submit a proposed sanction to Management, which must render a decision and notify the employee of the decision within five business days.

4. **Disciplinary Procedure for Very Serious Misconduct.** The imposition of sanctions for very serious misconduct requires the initiation of a disciplinary proceeding, the procedure and process for which are outlined below:

a) **Preliminary Proceedings.** Prior to the initiation of disciplinary proceedings, a phase of preliminary investigative proceedings may be established for a maximum period of fourteen calendar days.

This procedure may be authorized by the Foundation's Management upon becoming aware of acts that are allegedly subject to disciplinary action and will suspend the statutory limitation periods for offenses and violations.

The initiation of this phase will be decided by the Foundation's Management, which will designate the individuals responsible for carrying it out.

The person concerned will be notified of the initiation of these preliminary fact-finding proceedings, and, at their request, the Works Council will be informed. These parties will also be notified, if applicable, of the dismissal of the case.

Within fourteen business days of the conclusion of the preliminary investigation phase, if such a phase took place, the Foundation's Management will decide whether to initiate disciplinary proceedings or to close the case.

b) **Initiation:** The disciplinary proceeding will be initiated ex officio by the Foundation's Management and will primarily set forth the alleged facts and the rights to which the employee is entitled. This written notice must be served on the employee and the Works Council.

The Foundation's Management shall appoint an Investigator, who shall be a professional from the Foundation itself or its Board of Trustees, and shall establish the procedures to be followed in the event of a challenge to the Investigator's appointment. The appointment of a Secretary shall be optional in those foundations whose workforce does not exceed 50 employees; if no Secretary is appointed, the Investigator shall assume those duties.

c) **Instruction:** The investigating officer shall have a maximum period of one month, beginning on the day following notification of their appointment, to draft the statement of charges and notify the person concerned and the Works Council.

Once the statement of charges has been received by the person concerned and the Works Council, they shall have a period of ten business days to submit a statement of defense with the arguments they deem appropriate, and may propose the taking of evidence they consider necessary to clarify the facts, providing justification for the proposed evidence.

The investigating officer, from the date of receipt of the written defense and the proposal for evidence, will have a period of fourteen calendar days to conduct whatever evidence they deem relevant.

d) **Decision:** Once the evidence has been taken and the defense briefs have been reviewed, the investigating officer shall submit the proposed disciplinary action to the Foundation's Management, which shall have seven calendar days to adopt the disciplinary measures it deems appropriate based on the investigating officer's proposal.

The employee and the Works Council shall be informed of these disciplinary measures.

5. **Precautionary Suspension:** The Foundation's Management may, by means of a reasoned decision, adopt precautionary or provisional measures it deems appropriate to ensure the effectiveness of any final decision that may be rendered; under no circumstances may such measures cause irreparable harm or entail a violation of rights protected by law.

Provisional suspension as a precautionary measure during the processing of a disciplinary proceeding may not exceed six months, except in cases where the proceedings are stalled due to the fault of the person concerned; the employee may be exempted from the obligation to perform duties during the proceedings without loss of base pay.

A precautionary suspension may also be ordered during the course of judicial proceedings and shall remain in effect for the duration of pretrial detention and other measures ordered by the court that render it impossible to perform the job duties. In this case, if the provisional suspension exceeds six months, it shall not result in loss of employment.

The period of provisional suspension shall, where applicable, count toward the fulfillment of the final suspension from employment and pay.

When the suspension is not declared final, the duration of the suspension shall be counted as active service, and the employee must be immediately reinstated to their position, with recognition of all financial and other applicable rights from the date of suspension.

6. When disciplinary proceedings are initiated against personnel who hold the status of union representative, employee representative, or hold an elected office at the provincial, regional, or national level within trade union organizations, the initiation of such proceedings must be notified to the corresponding union branch, works council, or trade union federation, as appropriate, so that they may be heard during the course of the proceedings.

7. If disciplinary proceedings are initiated for a very serious offense, and the employee is a member of a union and states so at any time during the disciplinary proceedings, a hearing must be held in accordance with the procedures set forth in this chapter for the union representatives of the section corresponding to that union.

CHAPTER XIII

REPRESENTATION RIGHTS OF EMPLOYEES

Article 57. Participation

Without prejudice to other forms of participation, employees have the right to participate in the Foundation through the representative bodies governed by this agreement and applicable labor regulations.

Unitary representation of employees at Biomedical Research Foundations shall be provided by the Works Council or, where applicable, by the Employee Representatives, depending on the number of employees at any given time, in accordance with the provisions of Title II of the Workers' Statute.

Article 58. Works Council/Employee Representatives

1. The Works Council or, where applicable, the Employee Representatives who represent the employees covered by this collective bargaining agreement shall act as representatives before the employer for the purposes for which they were elected, in accordance with the powers, rights, and guarantees recognized for that purpose by applicable regulations and this collective bargaining agreement for the performance of their duties.

2. The members of the Works Council and the Council as a whole, or, where applicable, the Employee Representatives, must observe the duty of confidentiality with respect to any information that, in the legitimate and objective interest of the Foundation, has been expressly communicated to them by the Foundation on a confidential basis.

In any case, no document provided by the Foundations to the Committee or, where applicable, to the Employee Representatives may be used outside the strict scope of the Foundation or for purposes other than those for which it was provided.

The duty of confidentiality shall remain in effect even after the expiration of their term of office and regardless of their location.

3. The members of the Works Council and the Council as a whole, or, where applicable, the Employee Representatives, shall be elected by the employees covered by this agreement through personal, direct, free, and secret ballot.

Article 59. Rights and Powers of the Works Council/Employee Representatives

1. The Works Council or, where applicable, the Employee Representatives, shall have the right to:

- a) Receive information, to be provided at least quarterly, on the general trends in the economic sector to which the Foundation belongs and on forecasts regarding the outsourcing of activities or services by the Biomedical Research Foundations.
- b) Receive, at least quarterly, statistics on the absenteeism rate and its causes, workplace accidents and occupational diseases, their causes and consequences, accident rates, periodic or special studies of the work environment, and the prevention mechanisms in use.
- c) To receive a basic copy of the contracts referred to in Article 8.4 of the Workers' Statute, as well as notification of any extensions or terminations pertaining to such contracts, within ten days of their occurrence.
- d) To review the balance sheet, income statement, and annual report for the fiscal year.
- e) To issue a report, prior to the employer's implementation of the decisions adopted by the employer, on the following matters:
 - Workforce restructuring and total or partial, permanent or temporary terminations at the Foundation.
 - Reductions in working hours.
 - Total or partial relocation of facilities.
 - Mergers, takeovers, or changes to the Foundation's legal status that involve any impact on employment levels.
 - The Foundation's own vocational training programs.
 - Implementation or review of work organization and control systems.
 - Time studies, establishment of bonus or incentive systems, and job evaluations.

The report, which will not be binding, must be issued within a maximum of fifteen days from the date of the request.

- f) To review the standard written employment contract templates used by Biomedical Research Foundations, as well as documents related to the termination of the employment relationship.
- g) To be informed of all disciplinary actions imposed for very serious misconduct.
- h) To be informed, during the first quarter of the current year, of the budget prepared by the Biomedical Research Foundations for that year.
- i) The Foundations' management shall provide the Works Council or, where applicable, the employee representatives, with a space equipped with adequate facilities within the premises, so that they may carry out their representative activities, deliberate, and communicate with those they represent.

j) The Administrations of the Biomedical Research Foundations shall provide works councils and employee representatives with the necessary bulletin boards so that, under their responsibility, they may post as many notices and communications as they deem necessary and appropriate, subject to no limitations other than those expressly provided for by law. These bulletin boards shall be installed in clearly visible locations to ensure that the information reaches the represented staff easily; physical bulletin boards may be replaced by virtual ones. In addition, they shall be provided with an identification document certifying their status as representatives of the employees.

k) And, in general, all other powers that may be granted to them by law.

2. The Works Council or, where applicable, the Employee Representatives, shall also have the following powers:

a) To carry out monitoring activities:

- Ensuring compliance with current labor, Social Security, and employment regulations, taking appropriate legal action when necessary.
- To monitor health and safety conditions in the workplace at the Foundation, in accordance with the specific provisions set forth in Article 19 of the Workers' Statute.
- To monitor compliance with and the application of the principle of equal treatment and equal opportunities between women and men.

b) Collaborating with the Foundation's management to establish measures aimed at maintaining and increasing productivity, as well as ensuring the Foundation's environmental sustainability.

c) To collaborate with the Foundations' management in establishing and implementing measures to promote work-life balance.

d) To inform employees covered by this Agreement of all matters and issues that may have an impact on labor relations. The exercise of the right to information shall in no case violate the duty of confidentiality regarding matters that, by law or upon a reasoned directive from the Foundation's management, are of a confidential nature.

3. The provisions of this article shall be understood without prejudice to the legal provisions set forth in the Workers' Statute or in other applicable laws or regulations.

Article 60. Guarantees for Employee Representatives

The members of the Works Council and the Employee Representatives, as legal representatives of the employees covered by this Agreement, shall have the following guarantees:

a) The initiation of an adversarial proceeding in the event of disciplinary action for serious or very serious offenses, in which, in addition to the employee concerned, the Works Council or other employee representatives shall be heard.

- b) Priority to remain at the Foundation or workplace over other employees in the event of suspension or termination due to technological or economic reasons.
- c) Not to be dismissed or disciplined while performing their duties or within the year following the expiration of their term of office, except in the event of revocation or resignation, provided that the dismissal or disciplinary action is based on the employee's actions in the exercise of their representative duties, without prejudice, therefore, to the provisions of Article 54 of the Workers' Statute. Likewise, they may not be discriminated against in their financial or professional advancement precisely because of the performance of their representative duties.
- d) To freely express their opinions—collectively, in the case of a committee—on matters pertaining to the scope of their representative duties, and to publish and distribute, without disrupting the normal course of work, publications of labor or social interest, provided they notify the Foundation thereof.

Article 61. Union Branches

1. In accordance with the provisions of the Organic Law on Freedom of Association, union chapters may be established at the Biomedical Research Foundation with the rights and powers recognized for them in the aforementioned law.
2. In foundations or workplaces with a workforce of more than two hundred fifty employees, union branches that—having been duly notified to the employer—belong to the most representative unions or are represented in the workers' unitary bodies shall have the right to use suitable premises for the conduct of their activities, in accordance with the terms of Article 8.2.c) of the Organic Law on Freedom of Association.
3. Union branches with representation on the Works Council shall have, with regard to meetings, the same rights and under the same terms as those recognized for the Works Council in Article 77 of the Workers' Statute.
4. In addition to the foregoing, union delegates appointed in accordance with Article 10.2 of Organic Law 11/1985, of August 2, and designated by the trade union organizations referred to in this chapter, shall represent the members and the union section in all necessary dealings with the Foundation's Management. In addition to the rights and guarantees granted to them as union representatives, they shall have the following:
 - a) They shall be informed and consulted by the Foundation's Management regarding:
 - Dismissals of staff, disciplinary proceedings, and sanctions affecting staff who are union members.
 - Employment regulations and transfers of professionals when they are of a collective nature or affect the workplace in general.
 - The implementation or revision of work organization systems.
 - b) They shall be entitled to the same information and documentation that the Biomedical Research Foundations make available to staff representatives and the works council, and they are obligated to maintain confidentiality regarding any information they learn by virtue of their position.
 - c) They shall have the same guarantees, powers, and rights recognized by law and by this collective bargaining agreement as those granted to employee representatives and works council members. Their time credit shall be that established for works council members. They may attend works council meetings with the right to speak but not to vote.

Article 62. Time Credit

The members of the Works Council or, where applicable, the Employee Representatives, as legal representatives of the workers, as well as the union delegates as representatives of the members and the union chapter established in accordance with the provisions of the preceding article—provided they are not simultaneously members of the Works Council—who are covered by this Agreement shall be entitled to a monthly credit of paid hours for the performance of their representative duties, in accordance with the following scale:

- Up to 100 employees: 15 hours
- From 101 to 250 employees: 20 hours.
- From 251 to 500 employees: 30 hours
- From 501 to 750 employees: 35 hours.
- 751 or more employees: 40 hours.

To use union hours, a written notice must generally be provided to the Management of the Biomedical Research Foundation at least forty-eight hours in advance.

Members of the Works Council or, where applicable, the Employee Representatives may transfer and accumulate their monthly time credits with members of their same slate; for this purpose, they may transfer their time credits to create a pool consisting of the total credit corresponding to the months of the calendar year, which may result in full-time leave. These transfers or accumulations of time credits must be communicated to the relevant Foundation in writing at least forty-eight hours before they take effect, accompanied by a copy of the written statement of voluntary transfer of said hours signed by the employee making the transfer, which must identify both the transferor and the transferee of the time credits. The same procedure must be followed in the event of revocation of the credit transfers that have been made.

Furthermore, union representatives from the same union may transfer their time credits to create a pool consisting of the total credits corresponding to the months of the calendar year, which may result in full exemptions from work.

The number of hours required for a full exemption from work due to the accumulation of time credits shall be calculated by dividing the annual work hours by eleven months.

Furthermore, without prejudice to the legal provisions regarding employee representatives, the Works Council, and union representatives, as of the date of publication of the Second Collective Bargaining Agreement in the Official Gazette of the Community of Madrid (BOCM), a pool of annual hours equivalent to two exemptions from work attendance is established. This pool will be distributed among the unions that account for at least 10% of the union representatives within the scope of the agreement, in proportion to their representation, based on the election results obtained across all works councils and employee representatives of the Foundations included in this agreement. This pool of hours will be shared by all the Foundations covered by the agreement; that is, it will not be applied independently by each Foundation with respect to the others.

Once this additional hour credit has been distributed among the various labor unions in proportion to their representation, the resulting number of hours shall be communicated to the chair of the Joint Committee for the purposes of monitoring and controlling its use. In this regard, whenever a labor union intends to use all or part of this additional time credit, it must notify the chair of the Joint Committee at least forty-eight hours/days in advance, as well as the Foundation to which the employee who will be using the credit belongs, specifying the number of hours to be taken and the identity of the employee who will perform union duties using those hours.

Furthermore, the time that employee representatives (Works Council members and staff representatives) and union representatives need to attend meetings convened by Management, the Joint Committee, or any other committee established as a result of the implementation of this collective bargaining agreement shall be counted as actual working hours

All employee representatives and union delegates, including those excused from attending work, shall be guaranteed compensation and, therefore, shall be entitled to receive all items listed on their pay stubs, whether variable or fixed.

Those exempt from attending work shall be paid, as a supplement, the arithmetic average for the six-month period of the compensation received by employees subject to this Agreement who hold the same functional role and belong to the same service group or unit as the exempt employee's position, under the same conditions as their counterparts.

Article 63. Right to Assemble

1. A meeting of the employees covered by this collective bargaining agreement may be called by the Works Council, by the Employee Representatives, or by a number of employees representing no less than thirty-three percent of the workforce covered by this collective bargaining agreement.
2. The assembly shall be chaired, in all cases, by the Works Council or by the Staff Representatives jointly, who shall be responsible for ensuring the smooth conduct of the assembly, as well as for the presence at the assembly of persons not belonging to the Foundation. Only matters previously included on the agenda may be discussed at the assembly. The chairperson shall notify the Foundation's Management of the call for the meeting, its purpose, and the names of individuals not affiliated with the Foundation who will attend the assembly, and shall agree with the Foundation's Management on the appropriate measures to prevent disruption to the Foundation's normal operations.
3. When, for any reason, all staff covered by this Agreement cannot meet simultaneously without causing disruption or interference with normal operations, the various separate meetings to be held shall be considered a single meeting and dated as the day of the first such meeting.

4. Notice of Meeting: The proposed agenda, as set forth by the conveners, shall be communicated to the Foundation's Management at least forty-eight hours in advance, or twenty-four hours in extraordinary cases, and the Management must acknowledge receipt.

5. Meeting Location: The meeting shall be held at the workplace, if conditions permit; the meeting shall take place outside of working hours and shall not interfere with the provision of services.

The Foundation's Management must provide the workplace for the assembly to be held, except in the following cases:

If the provisions of the Workers' Statute are not complied with.

- a) If less than two months have elapsed since the last meeting was held, unless the meeting is an informational session regarding the applicable collective bargaining agreement.
- b) If compensation for damages caused during disturbances at a previous meeting has not yet been paid or secured.
- c) If the purpose of the meeting is not related to the staff covered by this collective bargaining agreement for Biomedical Research Foundations.
- d) Legal dissolution of the Foundation.

CHAPTER XIV

GUARANTEE OF CONFIDENTIALITY AND INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

Article 64. Confidentiality Guarantee.

Employees, in accordance with the provisions of applicable data protection regulations, have a duty to ensure personal privacy and the confidential handling of personal data to which they have access in the performance of their duties, and to ensure the protection of such data.

Employees may not disclose or reproduce such data, except in cases of data transfer provided for by law and authorized by the express, written consent of the data subjects.

Employees may use personal data only for the purposes for which consent was given. Such data shall be subject to a duty of confidentiality, even after the completion of the research activity or the termination of the employment relationship with the Foundation.

Likewise, employees are also subject to a duty of professional confidentiality and care with respect to the Foundation's technical knowledge and confidential information.

Article 65. Industrial and Intellectual Property.

In accordance with Article 35 of Law 14/2011, dated June 1, the results of research, development, and innovation activities carried out by the research staff of the Foundations as part of their regular duties, as well as the right to apply for titles and to use the appropriate industrial or intellectual property safeguards for their legal protection, shall belong to the Foundation to which such staff are affiliated, unless the Foundation expressly waives such rights in writing.

Likewise, the rights of exploitation and those associated with technology transfer activities carried out on the basis of industrial or intellectual property shall belong to the Foundation with which the author is affiliated, under the terms and to the extent provided for in the legislation on industrial and intellectual property.

Therefore, when an employee, as a result of their work, obtains results eligible for legal protection, they are obligated to immediately notify the Foundation in writing.

If the Foundation is not interested in owning the results, it shall notify the authors in writing and may acquire them in exchange for the granting, in favor of the Foundation, of an exploitation license, an agreement regarding a percentage of the net profits from exploitation, and/or compensation, in the case of the transfer of industrial or intellectual property rights.

In any case, the profits obtained from the exploitation of industrial and/or intellectual property shall be distributed between the Foundation and the employees who are the authors of the innovation in the manner and according to the share of participation determined by mutual agreement, while respecting, in all cases, the provisions of current legislation.

TRANSITIONAL PROVISIONS**First Transitional Provision**

The compensation amounts set forth in Annex I, regarding compensation, shall apply during the calendar years 2024, 2025, 2026, and 2027. The table will be updated with any increases established for the public sector of the Community of Madrid after the agreement is signed, with each increase applying only to the corresponding year and subsequent years, without retroactive effect.

To that end, when the approved increase for the public sector takes effect, these tables will be updated and disseminated by the Joint Committee.

At the end of this transitional period, effective January 1, 2028, the existing compensation levels for the equivalent statutory categories of SERMAS, as set forth in Annex II, will be applied to ensure that, under no circumstances, the annual fixed compensation is lower than or higher than that of its equivalent category.

Any changes to the category equivalency model adopted in this agreement shall be subject to negotiation within the Joint Committee.

Second Transitional Provision

The actual working hours established in Article 24 of this agreement shall be adapted to the regulations governing annual working hours established for the public sector of the Community of Madrid within one month of the entry into force of said regulations. For these purposes, the implementation of new working hours shall take place within the framework of the Joint Committee of this Agreement.

Third Transitional Provision

For a maximum period of three months following the entry into force of this agreement, a special application period for entry into the career track will be opened, during which all employees who, as of January 1, 2024, have five or more years of service with their Foundation may apply for recognition at Level I, which will be granted automatically, and its financial effects will be retroactive to January 1, 2024.

During the first quarter of 2026, a second special application period will be opened for access to Level II of the professional career track for all employees who, as of January 1, 2026, have ten or more years of service with the Foundation. For the recognition of this level, an evaluation process will be conducted in accordance with the professional career model set forth in Annex IV. Employees who are recognized at Level II will be paid the allowance corresponding to that level, effective January 1, 2026.

For employees who do not meet the requirements set forth in the two preceding paragraphs, the provisions of the career progression model described in Annex

IV. In these cases, and if this agreement enters into force after January 15, 2025, a standard application procedure lasting three months will be established, beginning on the day following publication in the BOCM, with the remaining phases of the procedure postponed by the same periods set forth in Annex IV, and the financial effects taking effect as of January 1, 2025.

ON BEHALF OF THE EMPLOYERS**ON BEHALF OF THE SOCIAL BANK****Union Representatives**

APPENDIX I

SALARY TABLE

FUNCTIO NAL AREA	PROFESSI ONAL GROUP	FIB CATEGORY	2024	2025	2026	2027
AREA 1	GROUP I	Tenured Researcher	52,574.95	52,966.32	53,357.70	53,749.08
AREA 1	GROUP I	Associate Researcher	40,180.82	40,479.94	40,779.05	41,078.16
AREA 1	GROUP I	Senior Research Associate	35,211.89	36,005.32	36,798.75	37,592.19
AREA 1	GROUP I	Assistant Researcher	33,299.19	34,365.21	35,431.24	36,497.27
AREA 1	GROUP II	1st- and 2nd-year pre-doctoral researcher	18,744.92	19,309.44	19,873.95	20,438.47
		3rd-year pre-doctoral researcher	20,083.85	20,688.69	21,293.52	21,898.36
		4th-year pre-doctoral researcher	25,104.82	25,860.86	26,616.91	27,372.95
AREA 2	GROUP II	Higher Education Graduate Specialist	37,043.30	41,414.23	45,785.17	50,156.10
AREAS 2 AND 3	GROUP II	Senior Graduate	33,628.59	34,584.81	35,541.04	36,497.27
AREAS 2 AND 3	GROUP II	Bachelor's Degree Holder	29,345.74	31,375.24	33,404.74	35,434.24
AREA 2	GROUP III	Bachelor's Degree Holder, Specialist	28,171.45	29,026.66	29,881.87	30,737.08
AREAS 2 and 3	GROUP III	Bachelor's Degree Holder	25,238.31	26,438.33	27,638.34	28,838.36
AREA 2	GROUP IV	Senior Technician	23,133.69	24,414.40	25,695.10	26,975.80
AREA 3	GROUP IV	Administrative Staff	22,383.76	22,914.54	23,445.31	23,976.08
AREA 2	GROUP V	Mid-level technician	19,829.86	19,992.04	20,154.21	20,316.38
AREA 3	GROUP V	Administrative Assistant	19,872.64	20,077.60	20,282.55	20,487.50
AREA 3	GROUP VI	Support staff	16,513.73	17,074.77	17,635.82	18,196.86

APPENDIX II

EQUIVALENCE TABLE

CATEGORY COLLECTIVE BARGAINING AGREEMENT	PROFESSIONAL GROUP	CATEGORY COLLECTIVE BARGAINING AGREEMENT	EQUIVALENT SERMAS CATEGORY
AREA 2	GROUP II	Specialist with Advanced Degree	Specialist Physician
AREAS 2 and 3	GROUP II	Higher-Level Graduate	Technical Staff with Advanced Degree
AREA 2	GROUP III	Specialist with a Bachelor's Degree	Specialist Nurse
AREAS 2 and 3	GROUP III	University Graduate	Intermediate-Level Technical Staff
AREA 2	GROUP IV	Advanced-Level Technician	Advanced Technician
AREA 3	GROUP IV	Administrative Clerk	Administrative Group of the Administrative Function
AREA 2	GROUP V	Mid-level Technician	Intermediate-Level Healthcare Technician in Central Services
AREA 3	GROUP V	Administrative Assistant	Administrative Assistant Group in the Administrative Function
AREA 3	GROUP VI	Support Services Staff	Orderly without direct patient care

ANNEX III

CATALOG OF POSITIONS ELIGIBLE FOR THE HIGH-SPECIALIZATION ALLOWANCE

Bioinformaticians and other experts in data analysis: Experts in programming, data analysis, or image analysis who contribute to the development of lines of research, projects, and/or techniques in the fields of artificial intelligence, *machine learning*, *big data*, biostatistics, computational biology, and data science.

Bioengineers: They will have expertise in various areas of engineering, including biomedical engineering, biomechanics, robotics, and bioprinting, to contribute to the development of research projects that require the participation of these types of professionals.

Experts in Innovation, Technology Transfer, or Internationalization: Qualified individuals with specific training or extensive experience in innovation, intellectual and industrial property protection, technology transfer, or internationalization; for the latter, knowledge of foreign languages is required.

APPENDIX IV

PROFESSIONAL CAREER PATH MODEL

1. Purpose

The professional career path is designed as a system for recognizing experience, prestige, competence, and professional responsibility.

To this end, a system of professional development is established across several levels, with advancement based on merit as demonstrated through periodic evaluations. This evaluation system will be transparent, objective, and flexible, with criteria that take into account research, technical, or management activities, as well as other activities to be evaluated as detailed in this document.

2. Definition and Scope

The professional career path within the scope of Biomedical Research Foundations is defined as the right of employees to recognition of their seniority and professional development on an individualized basis. The career system includes both the recognition of seniority and professional development and, therefore, will be incompatible with the future inclusion of any other model of recognition based on seniority, whether in the form of three-year, five-year, six-year increments, or similar. It thus entails the recognition of experience, prestige, competence, and professional responsibility, accumulated and demonstrated through achieved milestones and the fulfillment of objectives and duties.

The career path will apply to staff covered by the Collective Bargaining Agreement of the Group of Companies of the Biomedical Research Foundations of the SERMAS IISS (FIB).

3. Levels, Compensation, and Requirements

3.1. Levels

The professional career model is structured into four irreversible levels (Levels I, II, III, and IV). Advancement to the various levels will be achieved by passing the corresponding evaluation, with the exceptions provided for the initial evaluation, as specified in Section 4.3.

3.2. Requirements

1. At the time of application, the applicant must belong to any of the categories covered by the collective bargaining agreement included in the pay scales detailed below.
2. Voluntarily submit an individual application for admission to the requested career level.
3. A period of service with the Foundation corresponding to the level being requested.
 - o For Level I, a minimum of five years of service at the Foundation.
 - o For Level II, a minimum of five years of service at the Foundation as of the effective date on which Level I was recognized.

- o For Level III, a minimum of five years of service with the Foundation as of the effective date on which Level II was recognized.
- o For Level IV, a minimum of five years of service with the Foundation as of the effective date on which Level III was granted.

For all purposes, the following periods shall be counted as active service: periods of maternity or paternity leave, leave of absence to care for a child or family member, temporary disability due to work-related or general health issues, and leaves of absence recognized in the collective bargaining agreement (mandatory leave of absence, leave of absence due to gender-based violence, leave of absence due to terrorist violence, and leave of absence for international cooperation) and in the regulations applicable to research staff.

4. Passing the corresponding evaluation by demonstrating the required qualifications for each respective level in the various recruitment rounds.

3.3. Compensation

Professionals will receive a supplement for each level successfully evaluated, equivalent to 10% of the base salary for their category and proportional to their actual working hours, to be paid effective January 1 of the year in which the evaluation of their merits is requested.

4. Procedure

4.1. Application, Self-Assessment, and Internal Evaluation

The procedure will begin with the interested party voluntarily submitting an application to the evaluation committee for inclusion in the appropriate level.

The evaluation committee will be appointed by each Foundation, which will establish the minimum criteria for membership in each case; the committee's composition must be equally divided between representatives of the entity and representatives of the employees.

To apply for a specific professional career level, the employee must submit the established application form to the evaluation committee within the applicable deadline and annual call for applications, accompanied by:

- An evaluation form assessing the subjective criteria, completed by the applicant's line manager.
- A self-evaluation form, indicating the credits assigned in each of the objective evaluation categories.
- Any documents deemed necessary to substantiate the merits justifying those credits (course certificates, list of publications, etc.).

Once all the information has been gathered, it will be evaluated by the evaluation committee, which will validate or, if necessary, correct the score obtained by the applicant and issue its provisional decision. The result will be communicated to the interested parties, who will have 15 days to file an appeal in the first instance with the entity's own evaluation committee. In the event of a disagreement within the evaluation committee, the average of the scores awarded by the entity's representatives and the workers' representatives will be calculated.

If an employee disagrees with the evaluation committee's decision, they may, as a second-instance appeal, file a complaint with the collective bargaining agreement's joint committee, submitting the arguments and documentation they deem necessary or that are required of them; this committee will then issue the final decision.

4.2. Deadlines

The application period will be open from January 1 through March 15 of each year, with length of service calculated up to December 31 of the previous year.

The evaluation committee will review the applications and issue preliminary results no later than May 15, at which time the applicant will have the right to know the outcome and, if applicable, the details of the evaluation. They will also have until May 31 to file an appeal with their organization's evaluation committee, which will decide no later than June 20 whether to grant the appeal, in whole or in part, or to uphold its original decision, after which it will promptly notify the interested parties of its resolution.

No new qualifications may be cited in the appeal; however, applicants may correct any incorrect documentation submitted or supplement it to support some of the qualifications cited in the application.

Once the evaluation committee has completed its assessment and the first-instance appeal period has ended, a period will begin, lasting until July 20, to appeal the decision in the second instance before the Joint Committee established under the collective bargaining agreement. The Joint Committee will have until September 30 to communicate the final, reasoned proposal for the assignment of a new level, as well as the reasoned denial of the level for those who have not met the requirements.

Employees who are placed in a specific professional career level will be entered into an internal registry created for this purpose, which will include the career level and the date on which that level was attained.

4.3. Call for Extraordinary Application Processes for Entry into the Professional

Career Track Two extraordinary application processes will be established:

For entry into career level I, on a one-time basis, for all employees who, as of January 1, 2024, have at least five years of service with the Foundation, an application period of three months from the effective date of the agreement is established

for the application for extraordinary recognition of Level I, which will be automatically approved without undergoing an evaluation. The economic effects are retroactive to January 1, 2024.

For one-time access to Career Level II, for all employees who, as of January 1, 2026, have ten or more years of service with the Foundation, a three-month application period is established during the first quarter of 2026 to apply for recognition of Level II, for which an evaluation process will be conducted in accordance with the provisions of this career model

Those who have attained Level I through this extraordinary process may include all merits earned since the start date of their contractual relationship with the Foundation when applying for Level II recognition.

In the event that the agreement enters into force after January 15, 2025, a standard application procedure will be opened, with decision dates adjusted as set forth in the third transitional provision of the agreement, effective for financial purposes as of January 1, 2025. Under this procedure, individuals who meet the necessary requirements may apply for evaluation for Level I.

4.4. Changes in Functional Area and Category During One's Career

In cases where an employee changes functional areas or categories, the level they have attained in their original area or category will be maintained, thereby consolidating the compensation to which they were entitled in that original category. Upon joining the new category, they will begin to accrue rights related to it, in accordance with the applicable period. The Foundation's human resources department will notify the person in charge of the target group of this fact prior to the change taking effect.

When applying for a new level within the new category and/or area, years of service in the various categories and/or areas will be taken into account and evaluated proportionally based on the category and/or area in which the employee worked.

5. Evaluation

5.1. General Provisions

The evaluation will be conducted by assessing various aspects of the applicant's work, as detailed in the appendices.

None of the factors subject to evaluation may be exclusive in the assessment of the candidate; all sections must be evaluated.

Merits submitted and evaluated to achieve a specific level may not be resubmitted or taken into account for advancement to another level.

5.2. Total and Sufficient Credits

Each factor will be evaluated using a unit known as a career credit. A minimum number of credits will be required for advancement to each career level. The partial credits earned in each evaluable factor will be added together, with the merits or evaluable factors for which these credits are awarded varying by area and category.

In general, and applicable to all areas and categories, the minimum number of credits required for a positive evaluation at each level will be:

LEVEL	I	II	III	IV
Minimum credits	50	60	70	80

5.3. Assessment Blocks and Factors

The evaluation categories are specified below, and details are included in the corresponding appendices.

1. Section I: Scientific and Research Activity/Professional Activity, Performance, and Expertise. Commitment to professional activity will be assessed based on the applicant's knowledge, professional competencies, and the results of their professional activity. A maximum of 70 credits is awarded for all categories, at all career levels.
2. Section II: Training, Teaching, and Outreach Activities. The applicant's educational efforts—both their own through their studies and those made to train others through teaching and to society at large through outreach—will be evaluated. A maximum of 20 credits is awarded for all categories at all career levels.
3. Section III: Participation and Commitment to the Organization. The applicant's involvement with the organization will be evaluated based on their participation in internal bodies, quality and accreditation programs, holding leadership positions, and carrying out activities to improve service management. This is evaluated with a maximum of 10 credits for all categories at all career levels.

None of the factors subject to evaluation may be considered exclusive in the assessment of the applicant; all sections must be evaluated. The evaluation blocks are, in turn, the sum of a set of evaluation factors specific to the job category and/or the type of activity performed

6. Scales

6.1. Evaluation Scale for Area 1 – Research

- Group I: TENURED RESEARCHER (IT)
- Group I: ASSOCIATE RESEARCHER (IAs)
- Group I: SENIOR ASSOCIATE RESEARCHER (IAdS)
- Group I: ASSOCIATE RESEARCHER (IAd)

Assessment areas to be evaluated in each professional category:

SECTION	ASSESSMENT BASED ON MERIT	EVALUATION BASED ON SUBJECTIVE CRITERIA BY THE FUNCTIONALLY RESPONSIBLE PERSON
Scientific and research activity and professional performance	- Research projects - Scientific publications - Other scientific contributions - Innovation and Knowledge Transfer - Leadership, Management, and Fundraising	- Scientific, Technical, and Research Activities - Research and Innovation Management - Resource management and acquisition - Professional competence and technical expertise - Contribution to the achievement and fulfillment of the Unit/Service's objectives
Continuing Education, Teaching, and Outreach Activities	- Training - Teaching, training capacity, and outreach activities	
Involvement/Commitment to the Organization	- Participation in bodies, commissions, committees, and working groups related to research and teaching management, as well as those related to the center's activities. - Participation in the organization and management of student activities or activities related to the foundation's operations	

Evaluation Criteria

SECTION 1. Scientific and research activity and professional performance (maximum 70 credits):

- Merit-based evaluation

Dedication to professional activity will be assessed based on the applicant's knowledge, professional competencies, and the results of their professional work. This will be carried out through an objective assessment of curricular merits using a standardized scale detailed in the appendices, which comprises five main sections: 1) Research projects; 2) Scientific publications; 3) Other scientific contributions; 4) Innovation and technology transfer activities; 5) Leadership, management, and fundraising.

The employee will conduct a self-assessment using the specific rubric for this section, as detailed in the corresponding tables. Documents supporting the claimed merits must be attached to the application.

This evaluation procedure will be used primarily for the IT and IAs categories, as well as for the IAdS and IAd categories in positions assigned to research groups; alternatively, applicants may choose to submit an evaluation based on subjective criteria provided by the line manager.

- Evaluation Based on Subjective Criteria by the Line Manager:

In the IAdS and IAd professional categories whose work takes place within research support platforms or services, this procedure shall be used preferentially; however, applicants may opt to submit the merit-based evaluation described in the previous procedure instead, in which case the employee will conduct a self-evaluation using the specific scales for each of the evaluation sections, as detailed in the corresponding tables.

The evaluation will be conducted using a standardized questionnaire in which each item within a section is scored on a scale of 1 to 4 points. Each item will have a different weighting when calculating the final score for that section. The questionnaire must be completed by the supervisor of the person being evaluated.

In the event of disagreement with the result and to resolve potential evaluation conflicts, appeals may be filed in accordance with the procedure set forth in Section 4.1. For the evaluation of the appeals, each applicant shall complete a standardized self-assessment questionnaire, which will serve as a supporting and comparative tool.

Subjective evaluation table by the responsible functional officer

COMPONENT	ITEM	SCORE*	WEIGHT	WEIGHTED SCORE
Individual Performance	Decision-making ability		0.5	
	Support for New Hires			
	Participation in/Management of Research and Innovation Projects			
	User relations and satisfaction/Professional rigor			
	Communication Skills			
	Technical expertise			
Contribution to the Unit's/Service's objectives	Achievement of objectives		0.25	
	Productivity, defined as the quantity and quality of work			
	Leadership and/or Management Skills			
	Resource management and acquisition			
Organization, planning, and problem-solving	Teamwork		0.25	
	Ability to Identify and Solve Problems			
	Ability to seek guidance and consult with superiors			
	Organizational and planning skills			
			TOTAL SCORE	

*Scoring. 0: **Insufficient** compliance or response in the evaluated aspect; 1: **Minimal** compliance or response in the evaluated aspect; 2: **Sufficient** compliance or response in the evaluated aspect; 3: **Satisfactory** compliance or response in the evaluated aspect; 4: **Excellent** compliance or response in the evaluated aspect.

Each item will be scored on a scale of 0 to 4 points, and the weighted score for each component will be obtained by multiplying the score by the corresponding weighting factor. The final score will be the sum of the weighted scores for each component. The maximum number of points that can be earned (4) serves as the benchmark for the total number of credits in the "Professional Activity, Performance, and Proficiency" block at each level. Thus, 4 points are equivalent to 70 credits, and by applying a rule of proportionality, the credits corresponding to this block will be determined.

BLOCK 2. Training, Teaching, Knowledge Dissemination, Research, and Innovation

Credits earned in the following areas will be considered:

(See the corresponding table for details on the scoring

scale) Training:

- Master's programs of more than 300 hours or more than 150 hours.
- Continuing education courses related to the category, related to occupational risk prevention, or pertaining to the acquisition of competencies, skills, and attitudes in cross-cutting areas (gender equality, harassment, communication techniques, teamwork, transparency in access to public information, data protection, languages, and computer science), offered by the Central Government, Regional Governments, local governments, universities, and public health institutions; or under Continuing Education Agreements with public administrations; or organized or delivered by labor unions, foundations, scientific societies, professional associations, and other entities,

provided that such circumstances are stated on the degree or diploma itself, or are duly certified.

- Collaborative or training stays at research centers of recognized national or international prestige.
- Attendance at conferences.
- Attendance at conferences or seminars.

Teaching/Training Experience:

- Training provided at the undergraduate, graduate, and continuing education levels.
- Presentations at clinical or scientific sessions in healthcare or research centers.
- Undergraduate tutor or teaching assistant.
- Supervision of undergraduate theses, master's theses, or doctoral dissertations.
- Member of thesis examination committees
- Participation in activities to promote and disseminate research.

SECTION 3. Participation and Commitment to the Organization

The applicant's involvement in their professional activities will be evaluated, as well as their participation in official, coordination, and oversight committees; in quality and accreditation groups; the holding of leadership positions; and, in general, the performance of activities that effectively contribute to improving the management of services.

Credits earned in the following will be considered:

(See the corresponding table for details on the scoring scale)

- Management activities compatible with the simultaneous performance of professional duties.
- Participation in official committees or commissions.
- Members of evaluation committees and contracting boards.
- Member of a working group for the preparation of projects, protocols, guidelines, etc.
- Member of a group or committee responsible for preparing and maintaining quality accreditations.
- Organizational and management duties related to student activities or the Foundation's activities.
- Participation in other activities or tasks of the Foundations, SERMAS, or institutions within the Science, Technology, and Innovation System (working groups, etc.).

6.2. Evaluation Scale for Area 2 – Scientific–Technical and Area 3 – Administration and Management

AREA 2

- Group II: SPECIALIST WITH ADVANCED DEGREE (TSE)
- Group II: SENIOR HIGHER DEGREE HOLDER (TSS)
- Group II: HIGHER DEGREE HOLDER (TS)
- Group III: SPECIALIST UNIVERSITY GRADUATE (TGUE)
- Group III: UNIVERSITY-LEVEL GRADUATE (TGU)
- Group IV: ADVANCED TECHNICIAN (TGS)
- Group V: INTERMEDIATE-LEVEL TECHNICIAN (TGM)

AREA 3

- Group II: SENIOR HIGHER-LEVEL GRADUATE (TSS)
- Group II: HIGHER-LEVEL GRADUATE (TS)
- Group III: SPECIALIST UNIVERSITY-LEVEL GRADUATE (TGUE)
- Group III: UNIVERSITY-LEVEL GRADUATE (TGU)
- Group IV: Senior Technician/Administrative Staff (TGS/A)
- Group V: MIDDLE-LEVEL TECHNICIAN/ADMINISTRATIVE ASSISTANT (TGM/AA)
- Group IV: SUPPORT STAFF (PSA)

Assessment areas to be evaluated in each professional category

SECTION	AREA 2	TSE	TSS	TS	TGUE	TGU	TGS	TGM
	AREA 3	TSS	TS	TGUE	TGU	TGS/A	TGM/AA	PSA
Activity, Performance, and Professional Proficiency	- Individual Performance - Contribution to the Unit/Service's Objectives - Organization, Planning, and Problem Solving							
Continuing Education, Teaching, and Dissemination of Knowledge and Research-Innovation	- Training - Teaching, training skills, and outreach activities - Knowledge Dissemination - Management of training activities - Research and Innovation							
Involvement/Commitment to the Organization	- Participation in bodies, commissions, committees, and working groups related to the management of research and teaching, as well as those related to the center's activities. - Participation in the organization and management of student activities or activities related to the foundation's operations							

Evaluation Criteria

SECTION 1. Professional Activity, Performance, and Expertise:

Commitment to professional activity will be assessed based on the applicant's knowledge, professional competencies, and results of their professional activity. The assessment will be conducted using a standardized questionnaire in which each item within the section is scored on a scale of 1 to 4 points. Each item will have a different weighting when calculating the final score for that section.

The questionnaire must be completed by the person with functional responsibility for the individual being evaluated. In the event of disagreement with the result and to resolve potential assessment conflicts, appeals may be filed in accordance with the procedure set forth in section 4.1. For the evaluation of appeals, each applicant will complete a standardized self-assessment questionnaire, which will serve as a supporting and comparative tool.

Subjective Evaluation Table by the Person Functionally Responsible

COMPONENT	ITEM	SCORE*	WEIGHT	WEIGHTED SCORE
Individual Performance	Decision-making ability		0.5	
	Support for New Hires			
	Effective performance in the absence of instructions/Proactivity			
	Customer relations and satisfaction/Professional rigor			
	Communication Skills			
	Technical expertise			
Contribution to the Unit's/Service's objectives	Achievement of objectives		0.25	
	Productivity, defined as the quantity and quality of work			
	Leadership and/or management skills			
	Use of resources			
Organization, planning, and problem-solving	Teamwork		0.25	
	Ability to identify and solve problems			
	Ability to seek guidance and consult with superiors			
	Organizational and planning skills			
TOTAL SCORE				

* Score: 0: **Insufficient** performance or response in the evaluated aspect; 1: **Minimal** performance or response in the evaluated aspect; 2: **Sufficient** performance or response in the evaluated aspect; 3: **Satisfactory** performance or response in the evaluated aspect; 4: **Excellent** performance or response in the evaluated aspect.

Each item will be scored between 0 and 4 points, and the weighted score for each component will be obtained by multiplying the score by the corresponding weighting factor. The final score will be the sum of the weighted scores for each component. The maximum number of points that can be earned (4) serves as the benchmark for the total number of credits in the "Professional Activity, Performance, and Proficiency" block at each level. Thus, 4 points are equivalent to 70 credits, and by applying a rule of proportionality, the credits corresponding to this block will be determined.

BLOCK 2. Training, Teaching, Knowledge Dissemination, Research, and Innovation

Credits earned in the following areas will be considered:

(See details of the scale in the attached spreadsheet)

Training:

- Master's programs of more than 300 hours or more than 150 hours.
- Bachelor's degree, technical degree.
- Continuing education courses related to the category, related to occupational risk prevention, or that focus on the acquisition of competencies, skills, and attitudes in cross-cutting areas (gender equality, harassment,

communication skills, teamwork, transparency in access to public information, data protection, languages, and computer science), provided by the Central Government, Regional Governments, local governments, universities, and public health institutions; or under Continuing Education Agreements with public administrations; or organized or delivered by labor unions, foundations, scientific societies, professional associations, and other entities, provided that such circumstances are stated on the degree or diploma itself or are duly certified.

- Collaborative or training placements at research centers of recognized national or international prestige.
- Attendance at conferences.
- Attendance at conferences or seminars.

Teaching/Training Capacity:

- Teaching at the undergraduate, graduate, and continuing education levels.
- Presentations at clinical or scientific sessions in healthcare or research centers.
- Primary mentor for residents or students in academic or professional internships. Delegated mentor, associate mentor, or teaching collaborator
- Supervision of undergraduate theses, master's theses, or doctoral dissertations.
- Member of thesis examination committees.
- Participation in activities to promote and disseminate research or administrative work. Educational rotations within the research group.
- Management of training activities and clinical/scientific sessions at healthcare or research centers. Management of mentoring, institutional relations, and agreements for undergraduate, graduate, and technical students, as well as those working on bachelor's theses, master's theses, and collaborative projects.

Research and Innovation:

- Scientific publications.
- Participation in research projects.
- Participation in technology projects linked to companies for their development.
- Participation in patents.
- Participation in technology-based companies.

SECTION 3. Participation and Commitment to the Organization

The applicant's involvement in their professional activities will be evaluated, as well as their participation in official, coordination, and oversight committees, in quality groups, and

accreditation, the exercise of management positions, and, in general, the performance of activities that effectively contribute to improving the management of services.

Credits earned in the following will be considered:

(See the corresponding table for details on the scoring scale)

- Management activities compatible with the simultaneous performance of professional duties.
- Participation in official committees or commissions.
- Members of evaluation committees and contracting boards.
- Member of a working group for the preparation of projects, protocols, guidelines, etc.
- Member of a group or committee responsible for preparing and maintaining quality accreditations.
- Organizational and management duties related to student activities or the Foundation's activities.
- Participation in other activities or tasks of the Foundations, SERMAS, or institutions within the Science, Technology, and Innovation System (working groups, etc.).

AREA 1. BLOCK 1. SCIENTIFIC AND RESEARCH ACTIVITIES AND PROFESSIONAL PERFORMANCE—MAXIMUM 70 POINTS				
SELF-ASSESSMENT FOR IT/IAS/IADS AND GROUP IAD	CREDITS	SCALE	ANNUAL/PERIOD	CREDIT LIMIT
1. RESEARCH PROJECTS				40
1.1 International				
1.1.1 Coordinator	6	project	Annual	
1.1.2 Principal Investigator/Co-Principal Investigator	4	project	Annual	
1.1.3 Co-investigator	2	project	Annual	
1.2 National and regional/public				
1.2.1 Coordinator	4	project	Annual	
1.2.2 Principal Investigator/Co-Principal Investigator	3	project	Annual	
1.2.3 Co-researcher	1.5	project	Annual	
1.3 National/non-public				
1.3.1 Coordinator	3	project	Annual	
1.3.2 Principal Investigator/Co-Principal Investigator	2	project	Annual	
1.3.3 Co-investigator	1	project	Annual	
2. SCIENTIFIC PUBLICATIONS				40
2.1 Indexed journals				
2.1.1 First/last/corresponding author	3	article	period	
2.1.2 Co-author	2	article	period	
2.2 Non-indexed journals				15
2.2.1 First/last/corresponding author	1.5	article	period	15
2.2.2 Co-author	0.75	article	period	10
2.3 Books (with legal deposit and/or ISBN)				10
2.3.1 Authorship/co-authorship of an entire book	2	book	period	
2.3.2 Book editing	1.5	book	period	
2.3.3 Authorship/Co-authorship of a Chapter	1	chapter	period	
3. OTHER SCIENTIFIC CONTRIBUTIONS				25
3.1 Conference Presentations				15
3.1.1 International				
3.1.1.1 Roundtable/Invited Presentation	3.0	item	period	
3.1.1.2 Oral presentation				
3.1.1.2.1 First/last/corresponding author	2.0	item	period	
3.1.1.2.2 Other authors	1.0	item	period	
3.1.1.3 Poster				
3.1.1.3.1 First/last/corresponding author	1.0	item	period	
3.1.1.3.2 Other authors	0.5	item	period	
3.1.2 National				
3.1.2.1 Roundtable/Guest Speaker	2	item	period	
3.1.2.2 Oral presentation				
3.1.2.2.1 First/last/corresponding author	1.5	item	period	
3.1.2.2.2 Other authors	1.0	item	period	
3.1.2.3 Poster				
3.1.2.3.1 First/last/corresponding author	1.0	item	period	
3.1.2.3.2 Other authors	0.5	item	period	
3.1.3 Member of the organizing committee	2	item	period	6
3.2 Research Awards				9
3.2.1 Award for Scientific Achievement	5	item	period	
3.2.2 Award for a Scientific Publication or Research Paper	2	item	period	
3.3 Member of the editorial board of scientific journals	2	item	Annual	5
3.4 Reviewer of articles in scientific journals	1	item	period	10
3.5 Project and HR evaluation				12
3.5.1 Member of an international evaluation committee	3	call for proposals	period	
3.5.2 Member of a national evaluation committee	2	call for proposals	period	
3.5.3 Participation as an external evaluator in an international call for proposals	1.5	call for proposals	period	
3.5.4 Participation as an external evaluator in a national call for proposals	1	call for proposals	period	
3.6 Collaborations				6
3.6.1 Regional	-	-	-	2
3.6.1.1 Joint projects and publications	2	project/publication	period	2
3.6.1.2 Joint projects only	1	project	period	1
3.6.2 Extraregional and international				4
3.6.2.1 Joint Projects and Publications	4	project/publication	period	4
3.6.2.2 Joint projects or publications only	3	project	period	3
4. INNOVATION AND TRANSFER				35
4.1 Industrial and Intellectual Property				
4.1.1. Patent Application	2	item	period	

AREA 1. BLOCK 1. SCIENTIFIC AND RESEARCH ACTIVITIES AND PROFESSIONAL PERFORMANCE—MAXIMUM 70 POINTS				
SELF-ASSESSMENT FOR IT/IAS/ADS AND GROUP IAD	CREDITS	SCALE	ANNUAL/PERIOD	CREDIT LIMIT
4.1.2. Application for Utility Model Protection	1	item	period	
4.1.3. Application for protection through the Intellectual Property Registry	1	item	period	
4.1.5 Granting of a Patent	3	item	period	
4.1.4 Agreement for the exploitation of a patent, utility model, or intellectual property	5	item	period	
4.2 Participation in Technology Projects				
4.2.1 Principal Investigator (PI)/Co-Principal Investigator (Co-PI)	3	project	per year	
4.2.2 Co-investigator	1.5	project	per year	
4.3. Promotion and Participation in Technology-Based Companies	8	item	period	
4.4 Transfer to clinical practice				
4.4.1 Participation in clinical practice guidelines	5	item	period	
4.4.2 Non-commercial clinical trials (principal investigator)	3	item	period	
4.4.3 Non-commercial clinical trials (collaborating investigator)	1.5	item	period	
4.4.4 Clinical trials (principal investigator)	2	item	period	
4.4.5 Clinical trials (collaborating investigator)	1	item	period	
4.5 Improvement of Care Quality				15
4.5.1 Tests Performed to Support Clinical Diagnosis	8	> 300 studies	per year	
	6	150–299 studies	per year	
	4	50–149 studies	per year	
	2	< 50 studies	per year	
4.6. Introduction, validation, and implementation of new techniques into routine diagnostics and clinical practice	5	technique	period	
5. LEADERSHIP, MANAGEMENT, AND RESOURCE ACQUISITION				15
5.1 Leadership Skills				
5.1.1 Head or coordinator of a department at an accredited health research institute	5	item	per year	
5.2 Coordination of a section/unit	3	item	per year	
5.3 Group leadership or coordination	2	item	per year	
5.4 Platform/Core Coordinator	1	item	per year	
5.5 Efficiency in Securing Funding				
5.5.1 Securing funding as a principal investigator	0.1	10,000 €	period	
5.5.2 Securing funding as a collaborator	0.05	10,000 €	period	7.5
5.5.3 Recruiting competitive human resources as a group leader	1	For each contract	per year	
5.5.4. Securing competitive human resources as a candidate	2	For each contract	per year	
5.5.5 Funding agreements with companies (>€5,000)	2	collaboration	period	5

AREA 1. SECTION 2. CONTINUING EDUCATION, TEACHING, AND KNOWLEDGE DISSEMINATION - MAXIMUM 20 POINTS			
IT/IAS SELF-ASSESSMENT	CREDITS	SCALE	ANNUAL/PERIOD
5. TRAINING RECEIVED			
5.1 Master's Programs > 300 hours	12	item	period
5.2 Master's Programs > 150 hours	8	item	period
5.3 Training courses (maximum 8 credits per course)	0.1 per hour	item	period
5.4 Collaborative/training stays at nationally or internationally renowned research centers	3	month	period
5.5 Attendance at conferences			
National	2	conference	period
International	3	conference	period
5.6 Attendance at seminars, workshops	0.05 per hour	item	period
6. TRAINING/TEACHING CAPACITY			
6.1 Undergraduate, graduate, and continuing education courses taught	0.2 per hour	item	period
6.2 Presentations at clinical or scientific sessions in healthcare or research centers.	0.5	item	period
6.3 Teaching assistant for residents or mentor for students in academic or professional internships	1	month	period
6.4 Delegated or associate mentor for students in academic or professional internships	0.5	month	period
6.5 Supervised or mentored undergraduate and graduate theses	0.1 per academic credit	item	period
	0.125 per academic credit if graded with an "outstanding" or "highest honors"		
6.6 Theses supervised	5	theses	period
	6 if graded cum laude		
	8 if awarded an extraordinary prize		
6.8 Member of the thesis committee	1	theses	period
6.9 Outreach activities			

AREA 1. BLOCK 2. CONTINUING EDUCATION, TEACHING, AND KNOWLEDGE DISSEMINATION - MAXIMUM 20 POINTS			
IT/IAS SELF-ASSESSMENT	CREDITS	SCOPE	ANNUAL/PERIOD
6.9.1. Conducting outreach activities (Science Week, Researchers' Night, etc.)	1	item	period
6.9.2. Dissemination of institutional research activities in educational institutions and the media	1	item	period
6.9.3. Educational visits to the research group	1	item	period

AREAS 2 AND 3. SECTION 2. CONTINUING EDUCATION, TEACHING, AND DISSEMINATION OF KNOWLEDGE AND RESEARCH-INNOVATION — MAXIMUM 20 POINTS			
SELF-ASSESSMENT	CREDITS	SCALE	ANNUAL/PERIOD
5. TRAINING			
5.1 Master's Programs > 300 hours	12	item	period
5.2 Master's Programs > 150 hours	8	item	period
5.3 Bachelor's Degree	6	item	period
5.4. Technical Certificate	4	item	period
5.5 Training Courses (maximum 16 credits per course)	0.2 per hour	item	annual
5.6 Collaborative/training stays at nationally or internationally renowned research centers	3	month	period
5.7 Attendance at conferences			
5.7.1 National	2	conference	period
International	3	conference	period
5.8 Attendance at seminars and conferences	0.1 per hour	item	period
6. TRAINING/TEACHING CAPACITY			
6.1 Undergraduate, graduate, and continuing education courses taught	0.2 per hour	item	period
6.2 Presentations at clinical or scientific sessions in healthcare or research centers	0.5	item	period
6.3 Teaching assistant for residents or mentor for students in academic or professional internships	1	month	period
6.4 Delegated or associate mentor for students in academic or professional internships	0.5	month	period
6.5 Supervised or mentored undergraduate and graduate theses	0.1 per academic credit	item	period
	0.125 per academic credit if graded with an "A+" or "highest honors"		
6.6 Theses supervised	5	theses	period
	6 if graded cum laude		
	8 if awarded an extraordinary prize		
6.8 Member of the thesis committee	1	theses	period
6.9 Outreach activities			
6.9.1. Conducting outreach activities (Science Week, Researchers' Night, etc.)	1	item	period
6.9.2. Dissemination of institutional research activities in educational institutions and the media	1	item	period
6.9.3. Dissemination of management activities	1	item	period
6.9.4. Educational visits to the research group	1	item	period
6.10. Management of training activities			
6.10.1. Management of clinical/scientific sessions at a healthcare or research center	1	item	annual
6.10.2. Management of tutorials/internships/collaborations	1	item	annual
7. RESEARCH/INNOVATION			
7.1. Scientific Publications			
7.1.2. Indexed journals	2	article	
7.1.3. Non-indexed journals	1	article	
7.1.4. Book chapter	1	article	
7.2. Participation in research projects			
7.2.1. International	2.5	project	annual
7.2.2. Public National	1.5	project	annual
7.2.3. Non-public national projects	1	project	annual
7.2. Innovation			
7.2.1. Participation in patents	2	item	annual
7.2.2. Participation in companies	2	item	annual

AREAS 1, 2, AND 3. SECTION 3. INVOLVEMENT AND COMMITMENT TO THE ORGANIZATION—MAXIMUM 10 POINTS			
SELF-ASSESSMENT	CREDITS	SCALE	ANNUAL/PERIOD
Management activities compatible with professional practice	1.2	activity	Annual
Participation in committees or commissions	1	activity	Annual
Members of evaluation/selection committees and hiring panels	0.5	activity	Annual
Member of a group or committee for the preparation and maintenance of quality accreditations	1	activity	Annual
Member of an expert group for the preparation of projects, protocols, guidelines, etc.	1	activity	Annual
Organization and management of student activities or activities related to the Foundation's work	0.5	activity	Annual
Participation in other activities or tasks of the Foundations, SERMAS, or institutions within the Science, Technology, and Innovation System (working groups, etc.)	1	activity	Annual

APPENDIX V

ACTION PROTOCOL

FOR THE PREVENTION, DETECTION, AND RESPONSE TO CASES OF HARASSMENT BASED ON SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, OR SEXUAL CHARACTERISTICS IN BIOMEDICAL RESEARCH FOUNDATIONS OF HEALTHCARE INSTITUTIONS AFFILIATED WITH SERMAS.

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1. DECLARATION OF PRINCIPLES OF THE BIOMEDICAL RESEARCH FOUNDATIONS (FIB)

Human dignity, the inviolable rights inherent to every person, the free development of personality, the right to privacy, physical and moral integrity, and the principle of equality and non-discrimination on the basis of any personal or social condition or circumstance are fundamental rights enshrined in the Spanish Constitution.

Within the European Union, a legal framework has been established to protect workers who are subject to discrimination on the basis of sexual orientation. Two directives have been adopted that are binding on all Member States: the Framework Directive on Equal Treatment in Employment (2000/78/EC), which includes sexual orientation among the grounds for non-discrimination, and the Directive on the Implementation of the Principle of Equal Opportunities and Equal Treatment of Men and Women in Employment (2006/54/EC).

Furthermore, Article 4.2.c) of the Workers' Statute establishes the right not to be directly or indirectly discriminated against in employment, or once employed, on the grounds of sex, sexual orientation and gender identity, gender expression, or sexual characteristics.

The enactment of Law 4/2023, dated February 28, on the real and effective equality of transgender people and the guarantee of the rights of lesbian, gay, transgender, bisexual, and intersex (hereinafter, LGTBI) individuals, has imposed a new obligation on companies with a workforce of more than fifty employees. In accordance with Article 15, they must have a planned set of measures and resources in place to achieve real and effective equality for LGTBI individuals, including a protocol for addressing harassment or violence against LGTBI individuals.

For all these reasons, the Biomedical Research Foundations (FIB) of the healthcare institutions affiliated with SERMAS, as well as the legal representatives of the workforce, hereby adopt this protocol with the explicit and firm commitment not to tolerate within the organization any type of discriminatory practice considered harassment on the basis of sexual orientation, gender identity, gender expression, or sexual characteristics, and any conduct of this nature is expressly prohibited.

In order to ensure a work environment that respects the aforementioned rights of those who make up this organization, the company and the legal representatives of the workforce commit to addressing with the utmost and due diligence any situation of harassment that may arise within the organization. In such cases, the company will make full use of its managerial and disciplinary powers.

2. PURPOSE

The purpose of this Protocol is to establish a procedure within the FIB for the prevention, detection, and response to situations of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, as well as situations of sexual violence based on sex, sexual orientation, and gender identity and expression.

3. SCOPE OF APPLICATION

1. These provisions apply to individuals working at FIB regardless of the legal relationship they have with the company and, therefore, shall apply not only to the regular workforce but also to any other personnel who may have a comparable relationship, provided they carry out their activities within the company's organizational framework.
2. They must also apply to employees of subcontracting companies provided that, within the framework of inter-company cooperation under Article 24 of Law 31/1995 of November 8 on occupational risk prevention, they provide their services at FIB and FIB personnel are involved.
3. Finally, it must also apply to those individuals who are not part of the company but who interact with it by virtue of their work: customers, suppliers, and job applicants.
4. In the event that personnel from outside the company are involved, their respective employers will be notified of the incident so that they may take the measures they deem appropriate.

4. DEFINITIONS

Any behavior based on a person's sexual orientation, gender identity, gender expression, or sexual characteristics that is intended to, or has the effect of, violating that person's dignity or physical or psychological integrity, or that creates an intimidating, hostile, degrading, humiliating, offensive, or harassing environment, shall be considered harassment on the basis of sexual orientation, gender identity, or gender expression. This shall be considered discriminatory conduct.

Direct discrimination: a situation in which a person is or has been treated, on the basis of sexual orientation, gender identity, gender expression, or sexual characteristics, in a less favorable manner than another person in a comparable situation.

Indirect discrimination: a situation that arises when an apparently neutral provision, criterion, interpretation, or practice may place lesbians, gays, bisexuals, transgender individuals, or intersex individuals at a particular disadvantage compared to those who are not.

Order to discriminate: Any instruction that involves direct or indirect discrimination on the basis of sexual orientation, gender identity, gender expression, or sexual characteristics.

Discriminatory retaliation: adverse treatment or a negative effect directed against a person as a result of filing a complaint, claim, report, lawsuit, or appeal of any kind intended to prevent, reduce, or report the discrimination or harassment to which the person is or has been subjected.

Depending on the perpetrator, three types of harassment can be distinguished:

- Downward harassment: where the perpetrator holds a higher position in the hierarchy than the victim (from a supervisor to a subordinate).
- Upward harassment: where the perpetrator is hierarchically subordinate to the victim (from a subordinate to a supervisor).
- Horizontal harassment: harassment in which neither the perpetrator nor the victim has a hierarchical relationship with the other (from coworker to coworker).

5. PREVENTIVE MEASURES

To prevent harassment or situations that could potentially constitute harassment, the following measures will be implemented:

1. Dissemination and communication of the protocol to the entire workforce. This protocol will also be provided to new hires.
- 2.- The prevention, response, and eradication of harassment based on sexual orientation, gender identity, and/or gender expression will be included in the company's training program.
- 3.- Employee representatives must participate in, support, and promote awareness initiatives aimed at preventing harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics.
4. Promote an environment of respect and propriety in the workplace, instilling in all employees the values of equal treatment, respect, dignity, and the free development of the individual.
- 5.- Facilitate the integration of new hires by preventing situations of isolation through ongoing support for the employee, not only during the initial onboarding process but also thereafter. The company must be mindful of the new employee's personal or cultural circumstances and take them into account to aid in their integration.
- 6.- Prohibit insinuations or statements that contradict the principles outlined above, whether in language, communications, or attitudes. Among other measures, any image, poster, advertisement, etc., that conveys an LGBTI-phobic viewpoint or incites LGBTI-phobia must be removed.
- 7.- When unacceptable behavior is detected within a specific group or work team, FIB management will immediately contact the person in charge of that group or team to inform them of the situation, the obligations that must be respected, and the consequences of noncompliance, and will proceed to implement the agreed-upon protocol.
8. Ensure privacy in all public spaces (restrooms, showers, locker rooms, etc.).

6. COMPLAINT OR REPORT OF HARASSMENT

1. The following individuals are considered eligible to file a complaint or report under this protocol:

a) Any person who considers themselves a victim of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics.

b) Any person who has knowledge of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics. In this case, the body receiving the complaint must obtain the express, written consent of the person allegedly victimized in order to proceed with the process.

c) FIB employee representatives, provided they can demonstrate the express, written consent of the person who has been offended.

d) Any person who receives any instruction that involves discrimination based on sexual orientation, gender identity, gender expression, or sexual characteristics.

2. The FIB will provide the parties involved in complaints or reports regarding harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics with the appropriate assistance.

3. The complaint or report must always be submitted in writing, using the form included as an appendix, and must be signed by the person or the organization's representative filing it.

4. The submission must be addressed to the FIB's Human Resources Department or a similar responsible body, and to the Equality Commission.

5. The FIBs shall immediately make medical and psychological support available to the victim, if necessary, either through their own resources or through external resources.

7. PROCEDURE FOR ACTION

7.1 Support Committee within the Equality Commission regarding sexual orientation, gender identity, gender expression, or sexual characteristics

a) Composition: This Committee must be composed of members of the Equality Committee of each FIB, with equal representation between the company and the employees' legal representatives. Similarly, an equal number of alternate members must be appointed.

b) Training: It is an essential requirement for membership on the Committee to have training in conflict management and resolution regarding equality, as well as in the prevention of and response to harassment.

c) Conflicts of Interest: If any person involved in a specific proceeding (complainant or respondent) has a relationship with any member of the Committee—whether by kinship (by blood or marriage), friendship, or enmity—or is assigned to the same department or area, that Committee member

The affected member shall be automatically disqualified from participating in this specific proceeding and shall be replaced by the previously designated alternate.

If a member of this Commission is the subject of a complaint or is the complainant, they are barred from participating in any other proceeding until their own case has been fully resolved.

The ineligibility of a member of the Commission to act in a specific proceeding may be raised by the member themselves, by any other member of the Commission, or by any of the parties involved in the proceeding.

d) Functions of the Commission:

- To provide support, advice, and guidance to individuals who may be victims of harassment.
- To receive all complaints of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics.
- Conduct investigations into complaints in accordance with the provisions of this protocol; to this end, the Commission must be provided by the company with adequate resources and have access to all information that may be relevant to the case. It must also have unrestricted access to all areas of the facility, and all staff must cooperate as requested by the Commission.
- Recommend and coordinate with the Human Resources Department any precautionary measures it deems appropriate.
- Prepare a report of findings on the alleged harassment case under investigation, which shall include the evidence in the case, any possible aggravating or mitigating factors, and, where appropriate, a proposal for the appropriate disciplinary actions within the scope of the company.
- To oversee the effective enforcement of sanctions imposed as a result of cases of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics.
- Ensure the safeguards set forth in this protocol are upheld.
- Any other duties that may arise from the nature of their functions and the provisions of this protocol.

7.2 Guiding Principles and Guarantees of the Procedure

a) Respect and protection of individuals: Appropriate discretion must be exercised to protect the privacy and dignity of the individuals involved. Proceedings must be conducted with the utmost discretion and with due respect for all individuals involved, who under no circumstances may be treated unfavorably for this reason. Individuals involved may, upon request, be assisted by a representative or advisor at any time throughout the procedure.

b) Confidentiality: Individuals involved in the proceedings are obligated to maintain strict confidentiality and discretion and shall not transmit or disclose information regarding the content

of complaints filed or under investigation. The Commission must expressly inform all parties involved of their obligation to maintain confidentiality.

c) Diligence and Efficiency: The investigation and resolution of the alleged conduct must be carried out without undue delay, so that the proceedings can be completed in the shortest possible time while respecting the appropriate safeguards.

d) Right to a Hearing: The procedure guarantees a fair hearing and equitable treatment for all affected individuals. All parties involved must seek, in good faith, the truth and clarification of the rights at issue.

e) Restitution for Victims: If the harassment resulted in a deterioration of the victim's working conditions, the FIB must restore the victim to their previous working conditions, if the victim so requests.

f) Protection of Victims' Health: The FIB management must, on its own initiative or at the request of the Commission—or any of its members—or the victim, adopt the measures it deems appropriate to guarantee the right to health protection for the affected workers. Any measure adopted in this regard must have the victim's consent and be communicated to the Commission for inclusion in the case file.

g) Prohibition of Retaliation: Retaliation against individuals who file a complaint, appear as witnesses, or assist in or participate in an investigation into harassment is expressly prohibited.

h) Legal Protections: Once the procedure set forth in this protocol has been completed and the existence of harassment has been established, the company must provide legal assistance to the victim in cases where the harasser initiates legal action against the victim or other employees who were involved in the process.

i) Insurance: It is recommended that the FIBs establish a form of coverage—whether through an insurance policy or any other means—to cover any civil liability that may be incurred by the members of the Commission.

Parties

The parties to this proceeding are:

- The complainant, who, having knowledge of the facts, files the complaint.
- The victim, who may or may not be the same person as the complainant, and who has suffered or is suffering from the harassing conduct.
- The Equality Commission, which is the body established to handle and investigate the complaint, as well as to propose the adoption of appropriate measures.
- The management and the Human Resources department of the FIB or its equivalent, which is responsible for implementing the aforementioned measures.

7.3 Procedural Guidelines

Two procedures are established that complainants may follow—informal and formal—without prejudice to the victim's right to pursue administrative, judicial, or any other avenues they deem appropriate.

7.3.1 Precautionary Measures

In cases of complaints of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, until the conclusion of the procedure—whether informal or formal— and provided there is sufficient evidence of harassment, the Commission must request, as a precautionary measure, the separation of the victim from the alleged harasser, as well as other precautionary measures (adjustment of work hours, change of work location, telework if possible, job reassignment, etc.) that it deems appropriate and proportionate to the circumstances of the case. Under no circumstances may these measures result in any detriment or impairment to the victim's working conditions, nor in any substantial modification thereof, including salary conditions.

In cases where the precautionary measure involves separating the victim from the harasser through a job reassignment, the victim decides whether she or the harasser will be reassigned, and management and/or the human resources department (or equivalent), along with the person in charge, must ensure at all times that the transfer of either person is carried out as quickly as possible.

7.3.2 Informal Procedure

If the complainant deems it appropriate, an attempt may be made to resolve the issue informally at first. It may even be sufficient to explain to the person exhibiting the unwanted behavior that such conduct is not welcome, that it is offensive or uncomfortable, or that it interferes with work, and to ask them to stop.

The complainant may report the problem, verbally or in writing, to any member of the Equality Commission, who will act as an advisor (Appendix I, Appendix II).

Among the advisor's duties in this initial phase is to inform and advise the complainant about their rights and all the options and actions they may take, as well as to recommend to the FIB administration whether or not it is advisable to adopt precautionary measures, in cases where circumstances warrant it. In any case, both the person who is allegedly being harassed and the person against whom the complaint is filed may be assisted by the staff's legal representation at all stages of the procedure.

If the complainant is not the same person who is allegedly experiencing harassment (hereinafter, the "affected person"), the committee, through the advisor, will contact the affected person to confirm the complaint. Once the complaint has been confirmed, the advisor has 3 business days to first meet with the affected person and then with the accused person.

During the interview with the accused, the advisor will inform them that their behavior is unacceptable and contrary to FIB regulations.

The ultimate purpose of this procedure is to put an end to the conduct constituting harassment and to reach a resolution acceptable to both parties.

Within a maximum of 7 business days from the receipt of the complaint, the advisor must conclude the procedure by drafting a report setting forth the conclusions reached in this procedure:

- Agreement between the parties: end of the process and, if applicable, implementation of the measures determined.
- No agreement: the informal procedure becomes the step preceding the initiation of the formal procedure.

Copies of the report will be provided to the complainant, the affected person (if different from the complainant), the accused, the FIB administration and Human Resources department (or equivalent), and the Equality Commission.

In any case, if the affected person is not satisfied with the proposed solution, or if the perpetrator fails to comply with it, they may file a complaint through the formal procedure.

7.3.3 Formal Procedure

If the informal procedure is unsuccessful or the affected person believes that, given the seriousness of the facts, this type of procedure is not appropriate, the formal procedure will be initiated.

This procedure is initiated by submitting a written statement addressed to the Commission. This statement must include the first and last names of the complainant, those of the affected person (if different from the complainant's), and those of the accused. It must also include a description of the facts, dates, duration, and frequency of the incidents, the location(s) where they occurred, and the evidence to be presented (documents, witnesses, etc.) (Appendices I and II).

Once the complaint is received, the Commission has a maximum of 3 business days to meet and begin preliminary investigations.

The Commission will establish the course of the formal proceedings, following these guidelines:

- Re-evaluate the need to adopt precautionary measures, such as separating the parties involved while the investigation is underway. Communicate this need to the FIB administration so that it may adopt these precautionary measures or whatever measures it deems appropriate.
- Gather all information deemed necessary regarding the circumstances surrounding the parties involved.
- Determine which individuals should be interviewed, taking into account primarily the proposals of the affected person and the person against whom the complaint was filed.
- Conduct the interviews, obtaining the express, written consent of the interviewees to access the information necessary for the investigation; inform the interviewees that the information to which they have access during the course of the investigation and the records that are prepared are treated as confidential; warn the interviewees that everything they state is confidential, both on their part and on the part of the members

of the Commission; therefore, they must be informed that they may not disclose the content of the interview to anyone (Annex IV)

- Draft minutes of all meetings and interviews held, ensuring complete confidentiality and the privacy of their content. These minutes, signed by the participants, shall remain in the Commission's possession.

- Determine the evidence to be admitted, establish the procedure for obtaining it, and admit the evidence as determined, ensuring it is properly safeguarded.

- In accordance with the provisions of Article 96.1 of Law 36/2011, of October 10, governing labor jurisdiction, this procedure establishes the so-called "reversal of the burden of proof" if the complainant presents sufficient evidence of harassment based on sexual orientation, gender identity, and/or gender expression, in which case the respondent bears the burden of proving the absence of discrimination by providing an objective and reasonable justification—sufficiently substantiated—for the measures taken and their proportionality.

Once the investigation is complete, the Commission must draft a report on the alleged harassment under investigation, in which it will set forth its conclusions, any aggravating or mitigating circumstances observed, and urge the FIB Administration to adopt one of the following measures:

- Disciplinary measures against the harasser, specifying the violation found, the sanction, and its severity. In the event that the forced transfer or dismissal of the harasser is not proposed, appropriate measures will be proposed to ensure that the harasser and the victim do not work in the same work environment, with the victim having the option to remain at their workplace or to request a transfer. This transfer may not result in a deterioration of the victim's working conditions.

- Closure of the case, if it is determined that the facts do not constitute any of the types of harassment covered by this protocol.

Copies of the report will be provided to the complainant, the affected person (if different from the complainant), the accused, the FIB administration, and the Commission. Both the investigation phase and the Commission's drafting of the report shall take no longer than 14 business days.

Finally, the Commission must oversee the imposition and effective enforcement of sanctions resulting from cases of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, and must be informed of such matters as they are implemented by the FIB administration.

7.3.4 Supplementary Measures

If harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics is confirmed, the Equality Commission may propose the adoption of the following supplementary measures:

- Psychological and social support for the victim and their family.

- Modification of those working conditions that, with the prior consent of the person being harassed, are deemed beneficial to their recovery.
- Implementation of monitoring measures to protect the victim of harassment.
- Reaffirmation of the FIB's ethical and moral standards.

8. CLASSIFICATION

The use of language that may be offensive or discriminatory on the basis of sexual orientation, gender identity, gender expression, or sexual characteristics shall be considered a minor offense. A repeat offense shall be classified as a serious or very serious offense.

Depending on the circumstances of the case, harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, or behavior that violates employees' sexual freedom, will be considered a serious or very serious offense.

A breach of confidentiality regarding leave granted for sex reassignment surgery shall be considered a very serious offense.

Retaliatory conduct against a person who has filed an internal complaint or report regarding harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, or against a person who has cooperated in the investigation, shall constitute a very serious offense.

The sanctions to be applied shall be those established in the collective bargaining agreement or higher-level regulation in effect at any given time for minor, serious, and very serious offenses.

8.1 Aggravating Circumstances

For the purposes of assessing the severity of the facts and determining the sanctions that may be imposed, where applicable, the following shall be considered aggravating circumstances:

- That the accused person is a repeat offender in committing acts of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics.
- That the victim has some type of physical, mental, or sensory disability.
- That the victim has suffered serious psychological distress, as medically documented.
- That the victim is on probation or has a training, internship, or temporary contract.
- That the harassment occurs during the personnel selection process.
- That pressure and/or retaliation is exerted on the victim, witnesses, or people in their work or family environment with the aim of preventing or hindering the investigation.
- That the harassment is top-down.
- That it occurs during the election period for the workforce's legal representation.

9. MONITORING AND EVALUATION OF THE PROTOCOL

The Commission is responsible for monitoring this protocol. To that end, it must perform the following functions:

1. It shall meet annually to review complaints of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics, and to prepare a joint report on its actions, which must be submitted to the FIB administration and, where applicable, to the workers' legal representatives, and which shall be made available to the entire workforce. This report must respect the right to privacy and confidentiality of the individuals involved.
2. Prepare an annual report to ensure the effectiveness and confidentiality of the protocol and adapt it as deemed appropriate.

10. FINAL PROVISIONS

First. — The regulations and procedures established in this protocol do not preclude the initiation and pursuit, at any time, of any other action to seek administrative, social, civil, or criminal liability, as may be applicable.

Second. - Both the human resources department and the legal and union representatives of the workforce must provide information and guidance to employees who request it regarding the subject matter of this protocol and the procedures for resolving harassment cases.

Third. - Compliance with the provisions of this protocol is mandatory. It shall remain in effect for a period of 2 years, with a commitment to review its implementation at the end of this period.

11. APPENDICES

APPENDIX I: TEMPLATE FOR REQUEST TO INITIATE INFORMAL/FORMAL PROCEEDINGS

Mr./Ms.

..... with
ID No. and with address at for of notification
at.....City.....
..... ZIP Code..... contact phone number,
email address, in the capacity of

STATES

That, in accordance with the provisions of the Protocol for the Prevention, Detection, and Response to situations of harassment based on sexual orientation, gender identity, gender expression, or sexual characteristics at the FIB, I request that the INFORMAL/FORMAL process be initiated, and I am enclosing the relevant documentation in a sealed envelope for this purpose

REQUESTS

That this request be addressed by means of this letter. For the record, In, on
of, 20....

Signed:

TO: Human Resources Department or the Equality Commission of the FIB at the Hospital
.....

APPENDIX II: STATEMENT OF FACTS

Mr./Ms. with ID No. and with

address for service of process at City..... ZIP
Code..... contact telephone number in the capacity of

..... before the FIB Equality Commission.....and as otherwise appropriate.

I HEREBY STATE:

That by means of this letter, the reasons set forth herein be addressed based on the following:

FACTS

FIRST.— That I provide services in the Laboratory/Department in the
of.....performing the following duties:

Include a description of the job and the tasks involved, the nature of the work, the type of
relationships established with coworkers and supervisors, the complexity of the tasks, work hours,
workload, and any other information deemed relevant.

SECOND.—That as of the date... ..you have been subjected to harassment on the basis of
of sexual orientation, gender identity, gender expression, or sexual characteristics, which I
substantiate with the following facts:

Provide a chronological account of the events, including when they began, who has been involved,
the types of conduct exhibited by the harasser, where the harassment occurs, how it affects you,
and any steps taken to resolve the conflict, etc.

THIRD.—To this end, the following evidence is submitted:

FOURTH.—For the purpose of verifying the facts stated, I request that the following individuals be
summoned as witnesses:

FIFTH.—That the following proposed solution be considered:

Therefore, I REQUEST that the FIB Equality Commission....., that, upon receipt of
this written submission, kindly admit it so that, following the appropriate procedures and through the
investigation and analysis of the facts, the reasons set forth may be addressed and the required report
may be prepared.

Date and signature of the petitioner/representative: _____

Any number of pages or reports deemed necessary to adequately describe the situation by the
applicant may be attached to this request

APPENDIX III: CONSENT FORM TEMPLATE

Mr./Ms.: ID No./Tax ID No.:

FIB employee at the Hospital

Residing at:

Contact phone number and/or email address:

I hereby give my consent for Mr./Ms., in the capacity of
.....

.....to forward the request to the Human Resources Department or
to the FIB Equality Commission at the and that it be processed
investigate and resolve the matter, in accordance with the Protocol for the Prevention, Detection,
and Response to Situations of Harassment Based on Sexual Orientation, Gender Identity, Gender
Expression, or Sexual Characteristics at the FIB.

For the record, I hereby sign this document in:

..... on of, 20....

Signed:

APPENDIX IV: INFORMED CONSENT FOR PARTICIPATION IN THE INVESTIGATION PHASE
OF THE FORMAL PROCEDURE UNDER THE PROTOCOL FOR THE PREVENTION,
DETECTION, AND RESPONSE TO SITUATIONS OF HARASSMENT BASED ON SEXUAL
ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, OR SEXUAL
CHARACTERISTICS AT THE FIB

FIRST AND LAST NAME:

Tax ID Number:

I DECLARE:

That I am familiar with the response procedure set forth in the "PROTOCOL FOR THE
PREVENTION, DETECTION, AND RESPONSE TO SITUATIONS OF HARASSMENT BASED ON
SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, OR SEXUAL
CHARACTERISTICS

" of the FIB at the Hospital and, consequently, the safeguards provided therein
regarding respect for and protection of the privacy and dignity of the affected individuals and the
obligation to maintain strict confidentiality of the information.

I HEREBY DECLARE

My consent to participate in the investigative phase of the proceedings initiated on_ for the
investigation of the facts.

City and date:

Signature:

12. GLOSSARY

Biological sex: consists of primary sexual characteristics, such as testicles and ovaries, and secondary sexual characteristics, such as facial hair and breasts.

Intersex: A person with sexual characteristics of both sexes. These individuals are part of human biological diversity.

Gender identity (and sexual identity): A person's self-perception as a man, a woman, or both. It is the overall result of the entire process of sexualization. The process of identity formation can be dynamic and subject to change. A person's identity may not align with the identity assigned to them by others.

Gender expression: The way in which a person communicates their gender identity to others through behavior, clothing, hairstyles, voice, personal characteristics, interests, or affinities.

Sexual orientation: Refers to the object of sexual desire.

Gender role: The social construction of what it means to be a man or a woman in society. There is a cultural transmission of definitions regarding behavior, social conduct, ways of dressing, and how to interact socially in public. It defines what it means to be a man or a woman, leaving no room for broader perspectives on the individual. According to this view, there are two genders—male and female—and no room for anything else. Gender is a social construct and therefore varies across cultures and historical periods.

Sexual practices: the sexual practices that each of us prefers to engage in during sexual intercourse. They are not determined by gender roles or sexual orientation.

Androcentrism: This is the way of viewing the world from a male perspective, granting hegemonic value to everything related to masculinity. As a social construct, everything associated with the masculine is empowered and overvalued, whereas that which is feminine is undervalued or devalued.

LGTBI: An acronym used to collectively refer to lesbian, gay, bisexual, transgender, and intersex people.

Homosexuality: sexual orientation toward people of the same sex. Heterosexuality: sexual orientation toward people of a different sex.

Bisexuality: Bisexuality is the sexual orientation of those who feel sexual, emotional, and/or romantic attraction toward people of more than one gender and/or sex—not necessarily at the same time, in the same way, to the same degree, or with the same intensity. Currently, terms such as “pomosexuality” (postmodern sexuality), pansexuality, and omnisexuality are used to refer to this concept.

Pansexuality: This sexual orientation is characterized by the ability to be attracted to people regardless of their sexuality, focusing primarily on who they are on the inside—that is, on their feelings, their personality, their behavior, and how they relate to others.

Gay: A homosexual man.

Lesbian: A homosexual woman.

Homosexual behaviors or practices: These are erotic relationships between two people of the same sex. These practices are typically engaged in by gay men, lesbians, and bisexuals, but they also occur among heterosexuals. It is important not to confuse what one does with what one is. Sexual practice does not necessarily imply a homosexual sexual orientation.

Heterosexual behaviors or practices: These are erotic relationships between two people of different sexes. These practices are usually engaged in by heterosexual and bisexual people, but they also occur among homosexual people. It is important not to confuse what one does with what one is. Sexual practice does not necessarily imply a heterosexual sexual orientation.

Transgender: A person whose gender identity does not align with the sex assigned at birth based on their genitalia or other sexual characteristics, nor with the gender identity that others assume for them. To live in a way that is consistent with their feelings and to achieve the physical appearance of the gender they identify with, they may use medications, hormones, or undergo surgical procedures. This identification with one gender or the other is independent of sexual orientation. The destination, not the origin, should be used to define a transgender person: the person is considered male if the transition is from female to male, or female if the transition is from male to female.

Transgender: The gender identity of these individuals does not align with that indicated by their genitalia or other sexual structures, nor with the gender identity that others assume for them. These individuals do not believe they need to undergo surgical or hormonal reassignment. This identification with one gender or the other is independent of sexual orientation.

Transvestite: A person who derives satisfaction from or enjoys feeling like a member of the opposite sex. This behavior does not imply a specific sexual orientation or conflict with their gender identity.

Cross-dresser: A person who dresses as a member of the opposite sex, not for personal satisfaction or because they enjoy it, but for professional reasons. This behavior does not imply a specific sexual orientation or conflict with their gender identity.

Trans: A broader, more general term encompassing all the different perspectives on people who do not identify with a specific gender or assigned sex in all its variations.

Cissexual or cisgender: A person whose gender identity matches the biological sex assigned at birth. This term is commonly used as the opposite of "transsexual."

Transition process: A personal and unique process of self-affirmation of one's identity that aims for gradual alignment with one's felt gender identity. It is up to each person to decide when to begin this process. The term "sex change" should never be used.

Effeminate or "pluma": A man whose mannerisms, poses, or other external traits are socially considered more typical of women. This term relates to appearance and not

refers neither to sexual orientation nor to gender identity. This word is used with derogatory connotations.

Tomboy: A woman whose mannerisms, postures, or other external traits are socially considered more typical of men. This term relates to appearance and does not refer to sexual orientation or gender identity. This word is used with derogatory connotations.

Coming out: The act by which an LGBTI person publicly acknowledges their own sexuality to others. This process is marked by a great fear of rejection. Coming out usually happens gradually, and it doesn't have to happen in every area of one's life; a person may remain in the closet with family and be out with friends, and they may also have to come out each time they find themselves in a new setting (new job, new coworkers, etc.).

Queer: Originally an insult directed at gay people; now used as a political/sexual self-identification by those who do not fit into mainstream sexual expectations.

Workplace harassment: Exposure to intense psychological violence, directed repeatedly and over an extended period of time toward one or more people by another person or persons acting from a position of power—not necessarily hierarchical but in psychological terms—with the purpose or effect of creating a hostile or humiliating environment that disrupts the victim's work life. Such violence occurs within the context of an employment relationship but does not serve the organizational needs of that relationship; it constitutes both an attack on the person's dignity and a risk to their health.

Mobbing: Workplace harassment.

Discrimination by association: a situation in which a person is subjected to discrimination based on sexual orientation, gender identity, gender expression, or sexual characteristics as a result of their relationship with an LGBTI person or group.

Discrimination by mistake: a situation in which a person or group of people is subjected to discrimination based on sexual orientation, gender identity, gender expression, or sexual characteristics as a result of a mistaken assessment of their characteristics.

Multiple discrimination: a situation in which a lesbian, gay, bisexual, transgender, or intersex person, because they belong to other groups that are also subject to discrimination, suffers aggravated and specific forms of discrimination.

Secondary victimization: Additional mistreatment directed at lesbians, gays, bisexuals, transgender, or intersex individuals who are experiencing any form of discrimination, harassment, or retaliation as a direct or indirect consequence of shortcomings in the interventions carried out by the responsible agencies, as well as the actions of other involved parties.

(Heterosexism / heteronormativity): It is taken for granted, without question, that heterosexuality is the norm—that is, that everyone must be heterosexual. This situation leads people to believe that anything other than heterosexuality is “abnormally different” and can result in rejection or discrimination. It is a form of violence.

Homophobia: Refers to aversion, hatred, fear, prejudice, or discrimination against homosexual men or women, although it also includes other people who are part of the sexual diversity spectrum, such as bisexual and transgender individuals. In some people, homophobia takes on very radical, even violent, pathological extremes that can be classified as mental health disorders. Homophobia is linked to the dominant patriarchal culture, which also discriminates against women.

Lesbophobia: aversion, hatred, fear, prejudice, or discrimination toward lesbianism or lesbians; attitudes of rejection and irrational fear toward lesbian women.

Biphobia: aversion, hatred, fear, prejudice, or discrimination toward bisexuality or bisexual people.

Transphobia: aversion, hatred, fear, prejudice, or discrimination toward transsexuality or transgender people.

Intersexphobia: aversion, hatred, fear, prejudice, or discrimination against intersexuality or intersex people.

Plumophobia: aversion, hatred, fear, prejudice, and discrimination against people with feathers or toward having feathers.

Monosexism: the belief that everyone is either homosexual or heterosexual. It is a biphobic attitude.

LGBTIphobia is a hostile attitude that rejects non-heterosexual sexual orientation, transsexuality, and intersexuality as contrary, different, inferior, worse, or abnormal, and views the people who practice them and/or identify as such as different, bad, strange, sick, amoral, or unnatural.

There are different degrees of LGBTIphobia, ranging from very low intensity—such as indifference or denial toward LGBTI people—to high levels of aggression, which manifests as physical and verbal violence.

LGBTIphobia can be perpetrated individually or collectively; there is even institutional LGBTIphobia, which can range from laws that fail to provide for equality to the enactment of laws that punish, persecute, or even impose the death penalty on LGBTI people.

Insults, whether direct or indirect, are the most common form of LGBTIphobia. Insults are a form of abuse that every LGBTI person has experienced at some point in their life: being insulted, feeling abnormal, or feeling rejected or stigmatized.

Let's outline several forms of LGBTIphobia:

Cognitive LGBTIphobia: the belief that LGBTI people are unnatural, amoral, sinful, and/or inferior and/or undesirable.

Emotional LGBTI-phobia: These are feelings of rejection that arise in certain people (when interacting with or imagining themselves interacting with) LGBTI individuals. The rejection typically involves physical contact, feeling uncomfortable around LGBTI individuals, or displays of affection between LGBTI individuals. These are the people who say they “feel disgust” or “repulsion” toward LGBTI individuals.

Liberal LGBTIphobia: The expression of sexual diversity is permitted in the private sphere, but under no circumstances is it accepted in the public sphere.

Behavioral LGBTIphobia: This relates to behaviors toward LGBTI people. This behavior can manifest in many ways, ranging from the mildest form—a crude joke—to the most severe—physical aggression.

LGBTIphobia can also be classified as follows:

Externalized LGBTIphobia: This involves verbal and physical behaviors (behavioral LGBTIphobia), as well as emotional responses (affective LGBTIphobia), that can lead to some form of abuse toward LGBTI people.

Internalized LGBTIphobia: This involves the internalization, through heteronormative education, of the belief that behaviors related to sexual orientation and gender identity are negative. It affects both heterosexual people and LGBTI people; the latter may experience serious self-esteem issues that lead to personal invisibility.

LGBTIphobia encompasses the following phobias: homophobia, lesbophobia, biphobia, transphobia, plumophobia, and intersexphobia.

In the workplace, other forms of LGBTIphobia may occur, such as dismissal based on sexual orientation, gender identity, or gender expression (although attempts will be made to conceal this), or pressure—through workplace bullying—on the affected employee to resign, or the failure to adapt public spaces to ensure privacy for a transgender employee, the publication of workplace census data that assigns individuals to a specific sex, which in many cases provides no vitally important information.

(03/11.236/25)

