SIMA FSP

FUNDACIÓN
Servicio Interconfederal
de Mediación y Arbitraje

VI Agreement on INDEPENDENT LABOUR DISPUTE RESOLUTION

(VI ASAC)

26TH NOVEMBER 2020

CEOE Empresas Españolas

CEPYME
CONFEDERACIÓN ESPAÑOLA DE LA PEQUEÑA Y MEDIANA EMPRESA

CCOO

UGT

Date published in BOE: 12/23/2020

Resolution of December 10, 2020, of the General Directorate of Labor, by which the VI Agreement on Autonomous Resolution of Labor Disputes (Extrajudicial System) is registered and published, being the CEOE, CEPYME, CCOO and UGT organizations signing parties.

CONTENT

ACTA DE FIRMA DEL VI ACUERDO SOBRE SOLUCIÓN AUTÓNOMA DE CONFLICTOS LABORALES

En Madrid, siendo las 11 horas del día 26 de noviembre de 2020, reunidas en la sede de la Fundación SIMA-FSP, las representaciones de la Confederación Sindical de Comisiones Obreras (CCOO), de la Unión General de Trabajadores (UGT), de la Confederación Española de Organizaciones Empresariales (CEOE) y de la Confederación Española de la Pequeña y Mediana Empresa (CEPYME).

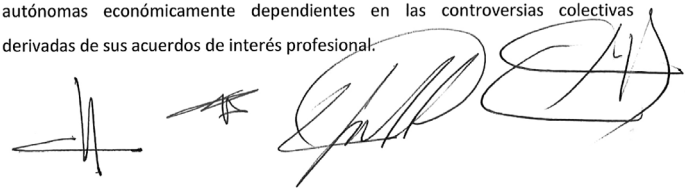
MANIFIESTAN

I. Que las Organizaciones antes indicadas ostentan la representatividad exigida en el Título III del Texto Refundido de la Ley del Estatuto de los Trabajadores (ET), a efectos de lo dispuesto en el artículo 83.3 de la citada norma legal.

II. Que este Acuerdo sobre materias concretas se suscribe al amparo del artículo 83.3 del ET, antes citado, con eficacia general y directa para todas las empresas y personas trabajadoras y sus respectivos representantes, correspondientes a los ámbitos de actuación incluidos en el mismo.

III. Que tras la experiencia acumulada con los sucesivos Acuerdos sobre solución autónoma de conflictos laborales se ha considerado conveniente dar un paso más en la promoción de estos sistemas, introduciendo cambios relevantes para dotarlos de mayor operatividad. Así, entre otras cuestiones:

- Por primera vez, se hace un llamamiento a la autonomía colectiva, tanto para la promoción de la negociación como para prevenir las controversias, a petición de ambas partes.
- Se ha considerado oportuno extender el ámbito personal de este Acuerdo, previa adhesión, a las empleadas y empleados públicos de la Administración General del Estado y demás entidades de derecho público de ellas dependientes, para la solución de sus conflictos colectivos. Del mismo modo, a las personas trabajadoras autónomas económicamente dependientes en las controversias colectivas derivadas de sus acuerdos de interés profesional.



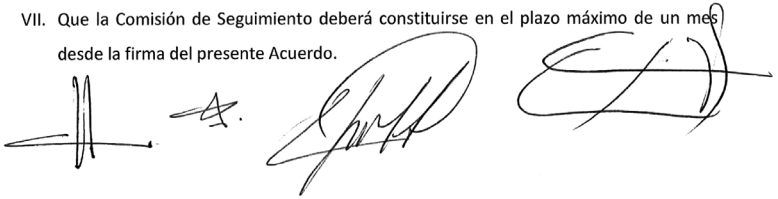
- Se incorporan novedades en la gestión de los procedimientos específicos en los supuestos de huelga para dar una oportunidad real a la mediación.
- Se fortalece la lista de las personas que median a través de un modelo formativo común, en el que se aspira a avanzar con el resto de organismos autonómicos. Asimismo, también se articulan vías para agilizar la designación, facilitando la mediación unipersonal y criterios para los casos de recusación, todo ello en aras de la necesaria neutralidad y del aumento de la confianza de las partes en el sistema.
- Se propugna un código ético de conducta para la mediación y el arbitraje como eje sobre el que se asienta la actuación de las personas que ejercen una labor fundamental, como es la solución autónoma.

IV. Que este Acuerdo se suscribe con vocación de servir de referencia a los distintos sistemas de solución autónoma de conflictos laborales que pudieran acordarse a nivel autonómico, sectorial, de empresa, grupo de empresas o empresas vinculadas.

V. Que los firmantes del Acuerdo, sin perjuicio del respeto a la libertad de negociación, se comprometen a promover que en los distintos acuerdos la regulación de estos procedimientos se fundamente en los principios básicos que informan el sistema en el VI ASAC, con el fin de dotar de homogeneidad al sistema en su conjunto; lo que facilitará la labor de empresas y personas trabajadoras y de los operadores jurídicos en la tarea de aproximar las posiciones entre las partes, partiendo de los intereses comunes en las materias de índole colectivo.

VI. Que la Comisión de Seguimiento del presente Acuerdo queda mandatada para avanzar en los aspectos novedosos de este VI ASAC, con todas las adaptaciones que fueran necesarias, incluyendo los aspectos relativos a la actuación del Servicio Interconfederal de Mediación y Arbitraje para el impulso de la negociación con carácter preventivo, la formación de las personas que van a desempeñar labores mediadoras o el momento en que haya de actualizarse la lista de tales personas mediadoras.

VII. Que la Comisión de Seguimiento deberá constituirse en el plazo máximo de un mes desde la firma del presente Acuerdo.



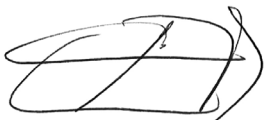
En virtud de todo lo anterior,

ACUERDAN

Primero.- Que examinado el texto del sexto Acuerdo sobre solución autónoma de conflictos laborales, las representaciones firmantes lo consideran totalmente conforme a lo convenido entre las partes y, en consecuencia, aprueban éste en su integridad.

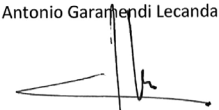
Segundo.- Que en prueba de conformidad, firman seis ejemplares del presente Acta y del texto del VI Acuerdo sobre solución autónoma de conflictos laborales, que se adjunta.

Tercero.- Que a tenor de la naturaleza y eficacia reconocidas al presente Acuerdo se remite un ejemplar del texto y del presente Acta a la autoridad laboral para su depósito, registro y publicación, de conformidad con lo previsto en el artículo 90 del texto refundido de la Ley del Estatuto de los Trabajadores.



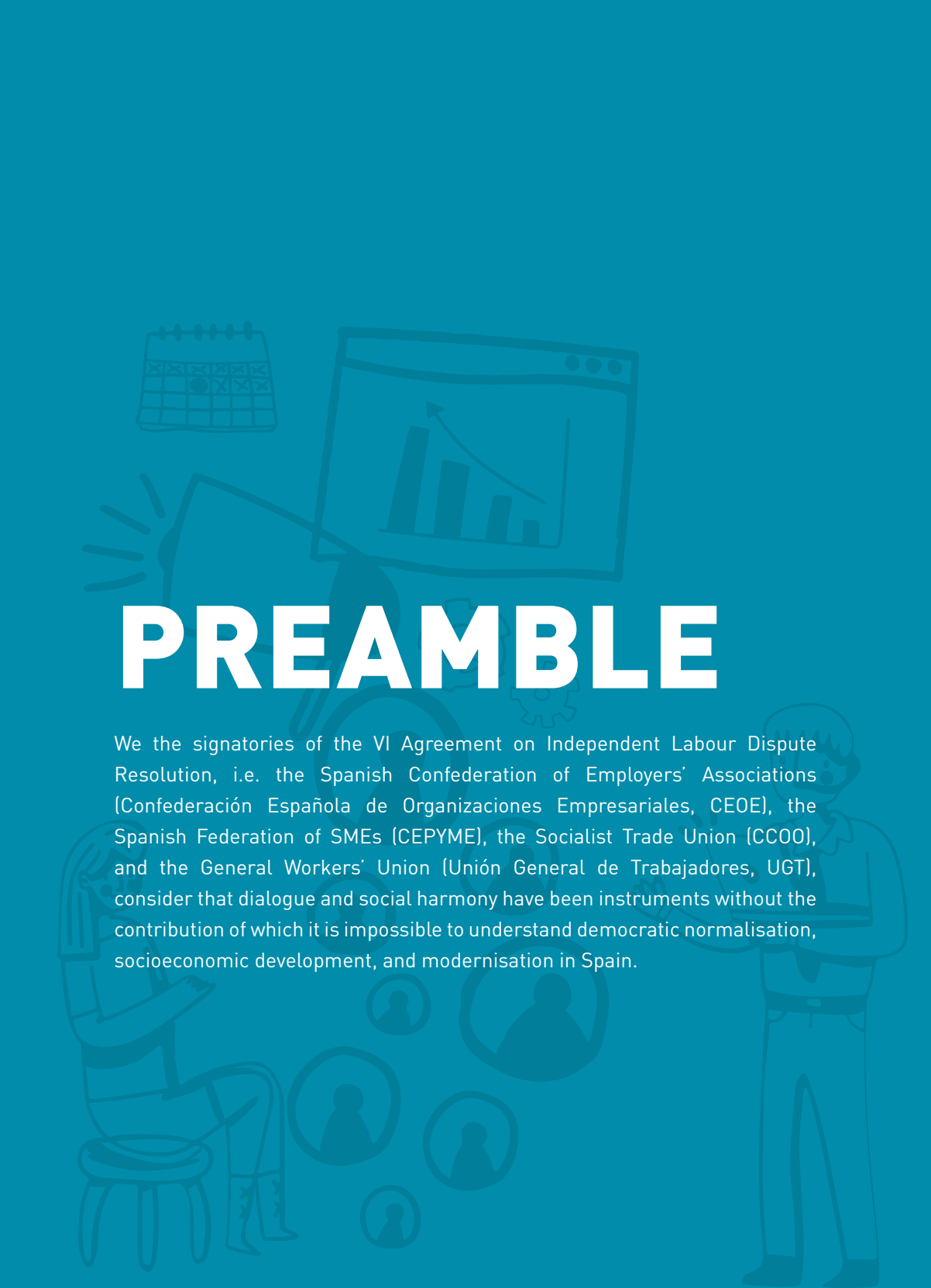
Por CEOE
El Presidente
Antonio Garamendi Lecanda

Por CEPYME
El Presidente
Gerardo Cuerva Valdivia



Por CCOO
El Secretario General
Unai Sordo Calvo

Por UGT
El Secretario General
Pepe Álvarez Suárez



PREAMBLE

We the signatories of the VI Agreement on Independent Labour Dispute Resolution, i.e. the Spanish Confederation of Employers' Associations (Confederación Española de Organizaciones Empresariales, CEOE), the Spanish Federation of SMEs (CEPYME), the Socialist Trade Union (CCOO), and the General Workers' Union (Unión General de Trabajadores, UGT), consider that dialogue and social harmony have been instruments without the contribution of which it is impossible to understand democratic normalisation, socioeconomic development, and modernisation in Spain.

Over the last forty years agreements of a very different nature, structure, and scope, based on the constitutional recognition of our capacity for interlocution and on our necessary intervention in "the defending and promoting of economic and social interests", have led to commitments which have involved important reforms, with social dialogue being a nuclear element in the process of the consolidation and development of our Social and Democratic Rule of Law and of the construction of our system of labour relations in which collective bargaining plays an important role.

By means of these agreements we social partners have also contributed towards the creation of institutions which add value and efficiency to labour relations and which allow better administration of changes and at the same time direct social disputes. In themselves these agreements contribute towards the balanced development of our socio-occupational framework and constitute a message of confidence and an excellent example for society.

As proof of our faith ins' social dialogue, Article 83.3 of the Workers' Charter gives us regulatory powers to formulate agreements on specific matters which have allowed us to promote areas of special importance such as employment and professional training or the resolution of labour disputes.

As far as the latter are concerned, almost twenty-five years have passed since we firmly decided to manifest our will to put into operation and develop a mechanism for resolving collective labour disputes at a state level by signing the first Agreement for the Extrajudicial Resolution of Disputes on 25th January 1996. Likewise we created the Interconfederal Service of Mediation and Arbitration (Servicio Interconfederal de Mediación y Arbitraje, SIMA) as an administrative support for the procedures regulated in it and a space for dialogue, negotiation, and the dissemination of the negotiated resolution of disputes under the protection of Articles 7 and 37.2 of the Spanish Constitution, the International Agreements of the ILO, the Community Charter of the fundamental social rights of workers, the Workers' Charter, and the doctrine of the Constitutional Court itself.

Said signing emphasised our clear will, as the most representative trade-union and employers' organisations at a state level, to strengthen a system of labour relations constructed and administered from the very collective independence of the social partners.

This will has been reasserted with each new updating of the Agreement, in which we have gradually introduced the improvements necessary for adapting it to the experience acquired over the years and the evolution of labour relations in Spain. It is not for nothing that its balance is reflected in the improvement of the contents of collective agreements and therefore of the rights of working people and of the competitiveness and productivity of companies. It has also contributed towards improving the communication between and the meeting of the parties, tackling the resolution of discrepancies by negotiation and agreement to reduce the level of conflict as an alternative to the resorting to court procedures of our system of labour relations.

With the signing of this VI Agreement on Independent Labour Dispute Resolution (VI ASAC), we social partners (CCOO, the UGT, the CEOE, and the CEPYME) take a step further in the promotion of the independent systems for resolving labour disputes with the introduction of relevant changes. We have therefore extended their field of competence in the conviction that agreed alternatives exist with which to obtain solutions in keeping with the needs and problems which arise in the development of the labour relations between companies and workers. We conceive the Interconfederal Service of Mediation and Arbitration and the procedures it administers as a tool at the service of collective labour relations.

The new Agreement is structured in three sections, two additional precepts, two provisional precepts, a derogatory precept, and a final precept with the clear intention of being more explicit and improving the systematisation of the articles and their contents on concentrating the regulation of each aspect in the section most in keeping with its subject, and drawing it up in inclusive language in our concern for equality which goes beyond purely formal matters.

As in the previous version, the Agreement retains the Annex of recommendations designed to facilitate the task of the Commissions for the Administration of the Agreement, which we understand to be vital and continuous in collective bargaining.

Section I consists of two Chapters. The first of these, on General Precepts, aims to regulate the objective of the Agreement, its operational and territorial scope and its timeframe, and its legal nature and efficiency. The second chapter, on the Interconfederal Service of Mediation and Arbitration, deals with the aspects of its functions and operation and the regulation of the lists of the persons who will carry out the duties of mediation and arbitration.

From the first chapter we stress the extension of the functional scope of the Agreement, which together with the pre-existing competences comes down to the following:

- The encouraging of collective bargaining to confer on the SIMA, always with absolute respect for collective independence and initiatives designed to stimulate negotiation and suggest the development of its contents.
- Mediation to prevent disputes.
- The resolving of the disputes which may arise among public employees and the General State Administration and other bodies of public law which depend on it.
- The resolving of the discrepancies which may arise in the agreements of professional interest referring to economically dependent self-employed workers.

With these new powers we Organisations signing the Agreement firmly express our will to go beyond the conception of mediation as a step prior to the procedure of law, placing independent proceedings for resolving labour discrepancies and disputes in the centre of our system of labour relations as a further expression of collective independence. These proceedings are also intended to encourage collective bargaining, which is the axis on which our system is based, and anticipation of the dispute.

Finally, we have considered it appropriate to make available to public employees and economically dependent self-employed workers the procedures administered by the Interconfederal Service of Mediation and Arbitration for their collective disputes, provided that they join expressly and voluntarily, extending the guarantee of quality which this system gives and its benefits to these sectors.

In the second Chapter of Section I on the operation of the SIMA the main novelties lie in Articles 7 and 8 which regulate the list of the persons whose task is to carry out mediation and arbitration. In the former the traditional sectorial configuration is dispensed with; the requirement for entry and permanence is participation in continuous training or justifying the latter and continued retraining. Training thus becomes a relevant milestone of this Agreement, which aspires to progress with the remainder of independent bodies in a common formative model, as will subsequently be mentioned.

To give the parties greater confidence in the systems for resolving disputes, another novelty is that of the abstaining and/or rejection of the mediator.

In both mediation and arbitration the persons included on the lists must act impartially and manifest their availability, dedication, and knowledge of the situation of the companies and workers. They must equally respect the principles and rules of the Interconfederal Service of Mediation and Arbitration and show their commitment to its ethical code.

Section II deals with the regulation of the procedures of mediation and arbitration as tools for preventing and resolving disputes under the premise that it is necessary to provide them with flexible, rapid, and efficient mechanisms, encouraging their proximity to the company and its workers, and also favouring the presence of mediators and arbitrators who enjoy the confidence of the parties so that they can make a positive contribution to the management of disagreements.

In order to do so we have committed ourselves to shortening the deadlines and the stages so as to make the procedures as quick as possible and also

increase the decision-making capacity of the parties in the implementing of the same.

Novelties which are particularly important are those introduced in the management of specific procedures in the event of strikes whenever what is required is merely the justification of the request for mediation at the time of the formal notification of the strike; this facilitates the carrying out of the mediation during the early warning period so that it lasts as long as is considered necessary to put an end to the discrepancy which originated the dispute, extending even to the holding of the strike in the interests of its early termination.

As the main novelty of this section and in view of the maturity and consolidation of the system, we signatories of this Agreement have committed ourselves to giving priority to mediation and individual arbitration and the possibility of delegating to the SIMA the appointment of the person who will carry out one service or another in the absence of any choice by the parties.

Section III concentrates on delimiting the composition, duties, and headquarters of the Follow-Up Committee for this Agreement, which beyond its interpretation, application, and follow-up allows progress in the more novel aspects of the VI ASAC such as preventive mediation or the training of the persons who will carry out mediation.

Immediately afterwards the First Additional Precept allows the parties to choose between a national or regional Agreement to which to submit when the nature and context of the matter allows this possibility.

As has already been mentioned, the Second Additional Precept includes the boost of a regulatory model which serves as a basis for homogenising the requirements for the carrying out of mediation in a labour context.

The provisional system of the Agreement takes the form of two precepts referring to the mediations and arbitrations registered prior to the publication

in the Official State Gazette (Boletín Oficial de Estado, BOE) of this VI ASAC and to the systems for resolving disputes which were not part of this system prior to the same.

Following habitual practice, the previous ASAC is revoked and its submitting to the labour authority is anticipated for its deposit, register, and publication in accordance with that set down in the derogatory and final Precepts.

The Agreement ends with an annex of updated recommendations for the rapid and effective operation of the commissions for the administration of the agreement, stressing the important role which our legal system gives them.

With the contents and changes expounded, this objective of this Agreement is that it should serve as a point of reference for the various systems for resolving disputes which may be agreed both at a territorial level and at a sectorial or company level with absolute respect for its independence.

Finally, we organisations signing this VI ASAC, aware of the multiple benefits of these systems in labour relations and their general impact on the economy and society as a whole, urge the public authorities and the law-maker to strengthen these mechanisms, giving with the signing of this Agreement an indication of our common commitment.

AGREEMENT

That dialogue and social harmony have been instruments without the contribution of which it is impossible to understand democratic normalisation, socioeconomic development, and modernisation in Spain.

SECTION I

CHAPTER I
General precepts

Article 1. **Objective.**

1. The objective of this Agreement is to maintain and develop an independent system for preventing and resolving the collective labour disputes that may arise between companies and workers or their respective representative organisations, and also to boost collective bargaining with full respect for the independence of the parties and the carrying out of whatever actions are considered appropriate to improve the quality and the knowledge of systems for the independent resolution of disputes.

2. This Agreement does not cover:

   2. 1. Disputes concerning National Insurance. Despite this, collective disputes concerning complementary National Insurance, including pension plans, will be subject to this Agreement.

   2. 2. Disputes in which the Autonomous Regions, local entities, or entities of Public Law with a legal personality of their own associated with or dependent on the same are parties.

3. The signatory organisations consider that the mediation and arbitration anticipated in this Agreement are sufficient to comply with the duty of establishing procedures to resolve effectively the discrepancies which arise in the negotiation of collective agreements, as included in Article 86.3 of the Workers' Charter. In particular they declare that the arbitration procedure will require the voluntary submission of each party, with the exception of that set down in Article 9.1 b), paragraph two.

Article 2. **Territorial scope and timeframe.**

1. This Agreement will be applicable over the whole of the territory of Spain in accordance with the functional scope of Article 4, provided that the actions to be carried out or the controversies to resolve arise in one of the following contexts:

   a) A sector or subsector of activity which goes beyond the scope of an Autonomous Region.

   b) A company, group of companies, or associated companies when several work centres or companies based in different Autonomous Regions are affected

   c) Companies, a group of companies, or a number of associated companies or work centres of the same which are based in an Autonomous Region when they are in the field of application of a state sectorial collective accord and when the action carried out or the resolution of the dispute may have consequences for companies and work centres based in other Autonomous Regions. In these cases it will be necessary for the aforementioned accord to expressly anticipate this possibility.

2. This Agreement will be valid as from the day following its publication in the Official State Gazette until 31st December 2024. After this date it will be extended for successive four-year periods if no express accusation is forthcoming from any of the parties, at least six months in advance of the termination of each period.

   Accusations must be formulated in writing by any of the parties signing the Agreement and sent to the remaining signatories or jointly by all of them, with a copy being sent so as to register with the Labour Authority. If there is an accusation against the Agreement, the validity of the latter will be extended for as long as negotiations last and in any case until a new agreement is reached. During this period the signatories undertake to negotiate with a view to the renewal of the same.

Article 3. **Legal nature and efficiency.**

1. This Agreement is signed under the protection of that established in Sections I and III of the revised text of the Workers' Charter Law, in Articles 6 and 7 of the Organic Law of Trade-Union Freedom, and in Articles 2 h), 63, 65.3 and 4, 68, 156.1, and 236, among others, of the Law Regulating Labour Jurisdiction.

2. On dealing with a specific matter which is the independent resolution of collective labour disputes, this constitutes one of the agreements contemplated in Article 83.3 of the revised text of the Workers' Charter Law, and is consequently affected by the legal nature and efficiency that the Law attributes to the same, which is generally and directly applicable.

3. By means of a collective accord or a state sectorial collective agreement or accord of a company, group of companies or associated companies which have work centres in more than one Autonomous Region, internal dispute resolution systems may be established which are not part of the Interconfederal Service of Mediation and Arbitration anticipated in Article 5 of this Agreement. If said internal system should not contemplate the whole of the functional scope of Article 4, the VI ASAC will be followed for anything not included in the former.

Article 4. **Functional scope.**

1. The parties express their will to promote collective negotiation; to this end the Interconfederal Service of Mediation and Arbitration will encourage the appropriate actions and initiatives with respect for collective independence and voluntary action. Among others which may be considered appropriate for the above purpose, initiatives may be implemented to stimulate the activities of those who negotiate in the respective negotiation units, to suggest the development of contents, or to promote proactive attitudes in the administration of all concerning collective bargaining.

2. Mediation may be used as a preventive measure at the request of both parties in the terms determined by the Follow-up Commission of this Agreement when as a result of the circumstances the different positions may lead to any of the disputes included in Section 3 of this article.

3. The following types of labour disputes are liable to be submitted to the procedures anticipated in this Agreement:

   a) Collective disputes with an interpretation and application defined in accordance with that established in Article 153 of the Law regulating Labour Jurisdiction and without detriment to the mandatory intervention of the commissions for the administration of the agreement referred to in Articles 85.3 e) and 91.3 of the Workers' Charter Law in disputes of the interpretation and application of collective agreements.

   b) Those controversies in the commissions for the administration of the agreement of the collective accords which involve a breakdown in the approval of agreements, for the resolution of the duties which are legally or conventionally attributed to them.

   c) Disputes which arise during the negotiation of a collective agreement which involve its breakdown.

      It will not be necessary for any deadline to be passed in order to submit to the procedures anticipated in this Agreement when these are requested jointly by those who have the capacity to sign the accord with overall effectiveness.

      In any case the significant differences which have caused the breakdown of the negotiation must be declared.

   d) Disputes which arise during the negotiation of an agreement or collective accord, which involve the breakdown of the corresponding negotiation, for a period of three months counting from the constitution of the

negotiating table, except in the case of the renewal of an agreement or accord contemplating a period other than the previous one, in which case that set down in the same will be applicable.

It will not be necessary for this period to pass when the mediation is requested jointly by both representations.

In any case the significant differences which have caused the breakdown of the negotiation must be declared.

e) Disputes arising from discrepancies which have arisen during the consultation period anticipated in the following articles of the Workers' Charter:

- Article 40: Geographical mobility.
- Article 41: Significant modifications to working conditions.
- Article 47: Suspension of the contract or reduction of the working day for economical, technical, organisational, or production reasons or due to force majeure.
- Article 51: Large-scale redundancies.
- Article 82.3: Failure to apply the working conditions anticipated in the collective accord applicable.

f) Disputes deriving from discrepancies which have arisen during the consultation period required by Article 44.9 of the revised text of the Workers' Charter Law relating to corporate succession which do not refer to collective transfers or the significant modification of the collective working conditions.

g) Disputes causing the challenging of collective accords prior to the initiation of the process of law.

h) The substitution of the consultation period agreed by the judge by mediation and arbitration at the request of the bankruptcy administration

or the legal representation of the workers, in the cases of Article 176.2 of the revised text of the Bankruptcy Law.

i) Disputes deriving from the discrepancies which arise during the negotiation between the company and the legal representation of the workers and from agreements of the failure to apply certain working conditions agreed in the sectorial collective accords.

j) Disputes which give rise to the calling of a strike or the initiatives which lead to such a calling being revoked; also those which arise on the determination of the security and maintenance services in the event of a strike.

k) Likewise any other discrepancy in the collective bargaining or in its application including the diagnoses and equality plans which in the opinion of the parties deserve further negotiation possibilities. It is the wish of the organisations signing this ASAC to go beyond the limited conception of our system as simply a procedure prior to the procedure of law, in accordance with our true intention to promote approaches favouring total or partial agreements.

4. Equally the functional scope of the VI ASAC includes those disputes which arise between public employees and the General State Administration, public bodies, Agencies, and other entities of public law which are dependent on it or associated for those providing their services, provided that they establish this by means of an express accession agreement adopted in application of Article 45 of Law 7/2007 of the Basic Charter of the Public Employee and its legislation of development, with regard to the imperative rules applicable in its field. Likewise and with the same requirements the collective agreements of employees of the General State Administration subjected to labour rules.

5. The collective controversies deriving from agreements of professional interest, of limited efficiency, which are on a state level or higher than an

Autonomous Region and affecting more than one Autonomous Region, may also be submitted to the procedures of this Agreement, provided that they establish this voluntarily by means of an express accession agreement and respecting in any case that anticipated in Article 18, Sections 1 and 4 of Law 20/2007 of 11th July of the Charter of Self-Employment which refer to economically dependent self-employed workers.

6. This Agreement neither includes the resolving of individual disputes nor covers disputes and contexts other than those mentioned in this article, which may be submitted to the procedures anticipated by written agreements or which may be signed in the various autonomous areas or which are established in the collective accords applicable.

CHAPTER II

The Interconfederal Service of Mediation and Arbitration (SIMA-FSP)

Article 5. **Legal nature and functions.**

1. The Interconfederal Service of Mediation and Arbitration is a tripartite institution consisting of the most representative trade-union and employers' associations which are signatories of the VI Agreement and the General State Administration. It has legal personality and the capacity to act; from a legal and formal viewpoint it has the attributes of a Foundation of the State Public Sector protected by the Ministry of Employment and Social Economy. Its resources are public in character and its actions are free of charge to the parties.

2. The SIMA-FSP is governed by a Board of Administration composed of seventeen members of which nine correspond to representatives of the General State Administration and eight to the organisations signing this Agreement: four to representatives of employers' associations and four to

representatives of the trade-union associations. The presidency will be held in rotation for periods of one year by the three groups of representation: the General State Administration, employers' associations, and trade-union associations.

3. The Interconfederal Service of Mediation and Arbitration will have the functions, composition, and operation established in this Agreement, its Charter, and in the remaining development precepts. It constitutes the administrative and management support of the procedures and actions, to which the application of the precepts of this Agreement is entrusted.

4. The SIMA-FSP will ensure that gender perspective is contemplated in the carrying out of the services it provides.

Article 6. **Operation of the Service.**

1. The Service has its own internal regulations of operation and procedure. These rules regulate the daily operation of the Service, the distribution of the tasks, the procedure of citation and notification, and the publishing of its actions.

2. The Service will receive the documents to which the procedures give rise, effect citations and notifications, register and certify the appropriate documents, and in general take charge of whatever tasks may be necessary in order to ensure and facilitate the appropriate carrying out of the services it provides, in accordance with that set down in this Agreement and in its operating precepts.

3. The lawyers of the SIMA-FSP will ensure the guarantees and legality of the procedures and will take the minutes.

4. The minutes of the meetings held and actions carried out will be signed by the parties, by those who have carried out the mediation or arbitration, and by the lawyers.

5. The collective accords or sectorial agreements may establish specific mediation or arbitration bodies. These bodies will become part of the Service, once this has been agreed by the Follow-Up Commission of this Agreement after confirming that they respect in their processing the principles established in it, its suitability to the functional and territorial context of the same, and compliance with the requirements anticipated in the following article by the mediators. If it has been agreed that the commission for the administration of the agreement of the accord should act as a specific body of mediation or arbitration, said commission must delegate to a maximum of three members.

6. The SIMA-FSP will only accept those applications for mediation and arbitration which derive from that set down in this Agreement.

Article 7. **List of persons carrying out mediation.**

At the proposal of the Organisations signing this Agreement a list of mediators will be drawn up which the SIMA-FSP will make available to those requiring its services. Said list will be updated when the Follow-Up Commission of the VI ASAC considers it necessary.

This list of the SIMA-FSP will consist of persons proposed by the parties signing this Agreement, who will act impartially and in accordance with the ethical code of the SIMA-FSP, and will contain those proceeding from the bodies constituted by the accords or agreements referred to in Article 6.5 of this Agreement and to the effects of said precept.

The parties, aware of the importance of the functional context of this VI Agreement, consider it necessary to pay particular attention to the continuous training and appropriate dedication of the mediators, to the effects of making the services regulated in this Agreement as efficient as possible. In this sense it will be mandatory to take part in the training or justify the latter and the retraining in the terms established in the Second Additional Precept.

Article 8. **List of people carrying out arbitration.**

At the proposal of the Organisations signing this Agreement an agreed list of arbitrators will be drawn up which the SIMA-FSP will make available to those requiring such services.

This list will consist of professionals of acknowledged prestige who will act according to the ethical code of the SIMA-FSP.

SECTION II
PROCEDURES FOR PREVENTING AND RESOLVING DISPUTES

CHAPTER I
Precepts common to procedures for preventing and resolving disputes

Article 9. **Procedures.**

1. The procedures established in this Agreement are:

   a) Mediation, which will be obligatory in those cases determined below and provided that it is requested by one of the parties in the dispute or action, except in those cases in which agreement between both parties is required. Mediation through the SIMA-FSP replaces prior administrative conciliation to the effects anticipated in Articles 63 and 156 of the Law Regulating Labour Jurisdiction.

   b) Arbitration, which will only be possible when both parties request it in writing by mutual agreement.

      Notwithstanding that anticipated in the previous paragraph, arbitration will be compulsory for the renewal of a collective accord that has been denounced when this has been expressly established in the same, once the negotiation deadlines established in the collective accord itself have passed without agreement having been reached.

      It will likewise be obligatory in the other cases anticipated in the collective accord.

In both cases the collective accord may contemplate mediation prior to compulsory arbitration by the person appointed to carry out the latter or by a third party.

2. At any time it may be agreed that the mediation procedure ends with an arbitration in accordance with that set down in Articles 13.8, 17.3, and 18.5 of this Agreement. Equally the arbitrator may be urged to include mediation in his/her action in accordance with that anticipated in Article 20.2.

Article 10. **Guiding principles of the procedures.**

The procedures anticipated in this Agreement will be governed by the principles of cost-free status, swiftness, formal interviews of the parties, impartiality, equality, and contradiction, while respecting at all times the ethical code of the SIMA-FSP, current legislation, and constitutional principles.

The procedures will be adapted to the formalities and deadlines anticipated in this Agreement and in the general precepts of interpretation adopted by the Follow-up Commission of the same, always aiming to be as efficient as possible and swift in their development.

Article 11. **Prior intervention of the commission for the administration of the agreement of the collective accord.**

1. In disputes deriving from the interpretation and application of a collective accord, the prior intervention of the commission for the administration of the agreement of the same will be mandatory, as otherwise the procedure cannot be initiated. The same rule will govern disputes concerning the interpretation and application of other agreements or collective accords if a commission for the administration of the agreement has been established.

The submission procedure prior to the commission for the administration of the agreement, referred to in the paragraph above, will be understood to have ended when the deadline established for the purpose in the accord itself has expired, or if express regulation is lacking when 10 working days have passed after the presentation of the application, except when the person requesting it justifies the impossibility of complying with the procedure.

2. In disputes deriving from discrepancies which have arisen during the consultation period required by Articles 40, 41, 44.9, 47, 51, and 82.3 of the revised text of the Workers' Charter Law, the prior intervention of the commission for the administration of the agreement of the same will be mandatory if this has been agreed in the collective accord, and in any case when under the protection of Article 82.3 in the antepenultimate paragraph of the aforementioned legal text any of the parties should request the intervention of said commission.

   The step of the prior intervention of the commission for the administration of the agreement referred to in the previous paragraph will be understood to have expired when a deadline of seven working days has passed as from when the discrepancy is brought up.

3. In the cases anticipated in the previous sections, mediation in the Service will be understood to have expired when the commission for the administration of the agreement of the accord acts as a specific mediation body which is part of the same in the terms indicated in Article 6.5 paragraph two.

4. In compliance with that set down in Article 85.3 e) of the revised text of the Workers' Charter Law, the collective accords must guarantee in any case the swiftness and efficiency of the operation of the commission for the administration of the agreement in order to safeguard the rights affected and the utmost flexibility and immediacy of the dispute resolution procedures anticipated in this Agreement. In this respect this Agreement includes an annex of recommendations for the operations of the commissions for the administration of the agreement.

Article 12. **Efficiency of the solutions reached.**

1. The legitimation requirements contemplated in Articles 87, 88, 89.3, and 91 of the revised text of the Workers' Charter Law and Articles 154 and 156 of the Law Regulating Labour Jurisdiction must be present so that the agreements that may be reached by mediation or arbitration are efficiently generally or for third parties.

   If the opposite is true, the commitments or stipulations contracted will only come into effect for those workers or companies directly represented by the trade unions, employers' associations, or companies which have promoted the dispute or action, which have signed agreements in which the procedure of mediation is concluded, or which have agreed to accept the corresponding arbitral commitment.

2. The solutions to the disputes which may arise in a public context anticipated in Article 4.4 of this Agreement will have the legal efficiency attributed to them by the Basic Charter of the Public Employee, the Workers' Charter, and other applicable regulations.

3. The efficiency of the solutions reached in the cases of collective controversies deriving from agreements of professional interest will be limited to the parties in the dispute.

CHAPTER II
Mediation procedure

Article 13. **General aspects.**

1. The objective of mediation is to settle differences in order to prevent or resolve a dispute.

2. Said mediation will be carried out preferably by a unipersonal body, or if this is expressly chosen by the parties, by a joint body of two people which may be increased to three in the cases of commissions for the administration of the agreement of accords acting as specific mediating bodies in accordance with that set down in Article 6.5 paragraph two of this Agreement.

3. The parties in the mediation procedure will place on record in documentary form the existing divergences and their history and will indicate the matter or matters to be dealt with in the procedure. In any case the data and information provided will be treated as confidential, and that set down in Organic Law 3/2018 of 5th December on Personal Data Protection and the guaranteeing of digital rights must be fully observed.

4. The mediation procedure will not be subject to any pre-established process with the exception of the appointment of the mediator or mediators and the formalisation of the agreement which may be reached.

5. Once mediation has been sought from the SIMA-FSP, the first meeting will be held within a deadline of ten working days. In any case the deadlines may be extended or shortened by mutual agreement between the parties.

6. Within the scope of this Agreement the mediation procedure will be obligatory when one of the legitimated parties requests it, except in those cases in which the agreement of both parties is required.

   In any case mediation will be obligatory prior to the bringing of a collective agreement action within labour jurisdiction by any of the parties.

   Likewise the call to strike will require having requested the mediation procedure prior to its formal notification.

   In those cases referred to in Articles 40, 41, 44.9, 47, 51, and 82.3 of the revised text of the Workers' Charter Law, and with the aim of resolving the discrepancies that may have arisen during the consultation period, all

mediation options must be tried if this is requested by at least one of the parties. This does not imply the extension of the deadlines contemplated by law for this reason.

7. The mediation procedure carried out in accordance with this Agreement replaces the compulsory step of conciliation anticipated in Article 156.1 of the Law Regulating Labour Jurisdiction within its field of application and for the disputes to which it refers.

   The initiation of the mediation procedure will prevent the calling of strikes and the adopting of lockout measures, such as the taking of legal or administrative action or any other aiming to resolve the dispute, for the reason or cause subject to the mediation and as long as the latter lasts, with the exception of the mediations promoted prior to the formal calling of strikes.

8. In any case the parties may agree to submit voluntarily to the arbitration procedure regulated in Chapter Three of this Section without the need for resorting to mediation. In the same manner the parties may empower, either from the beginning or during the mediation procedure, one of the mediators to arbitrate some or all of the matters subject to controversy.

Article 14. **Subjects legitimated to request mediation.**

1. For the mediations anticipated in Article 4.2 both parties must justify the legitimation indicated in the following section.

2. The following subjects will be legitimated to instigate the mediation of the disputes included in Article 4.3:

   a) In the disputes referred to in sections a) and i), all subjects which are empowered according to law to promote a collective dispute demand by jurisdictional means will be legitimised.

In these cases the SIMA-FSP must notify the request for mediation to the remaining trade-union and employers' associations representing the field in which the conflict arises to the effects of their participation in the procedure if they consider it appropriate.

b) In the disputes anticipated in section b), legitimation will correspond to whoever is determined in the collective accord, and in the absence of regulation to the majority of one of the representations of the commission for the administration of the agreement.

c) In the disputes anticipated in section c), if the breakdown occurs five months after the constitution of the negotiating table mediation may be requested by either the representation of the employer or that of the workers participating in the corresponding negotiation; nevertheless it must consist of the majority of said representation. The majority will not be required if this is anticipated in the collective accord when the negotiation deadlines stipulated in the accord have been exceeded.

d) In the disputes anticipated in section d) mediation may be requested by either the representation of the employers or by the representation of the workers participating in the corresponding negotiation; nevertheless it must consist of the majority of said representation.

e) In the disputes referred to in sections e) and f) the employers' and the workers' representation participating in the corresponding consultations will be legitimated. The decision to instigate the mediation must be that of the majority of the representation promoting it.

f) In the disputes regulated in section g) all those subjects holding legitimation for challenging the collective accords will be legitimated in accordance with Article 165 of the Law Regulating Labour Jurisdiction.

g) In the disputes regulated in section h) the bankruptcy judge or the person determined by the latter to these effects.

h) In the disputes of section j) deriving from the calling of strikes or in the initiatives which achieve their cancellation, those calling the employers' representation. In the disputes caused by the determining of the security and maintenance services in the event of a strike, the strike committee or the employers' representation.

i) In the discrepancies anticipated in section k), any of the parties legitimated in the collective bargaining.

3. In the disputes of Article 4.4 of this Agreement those determining the rules of application will have the legitimation to instigate the mediation.

4. In controversies deriving from Agreements of professional interest of Article 4.5, the signatories of the same will be legitimated to promote the mediation.

Article 15. **Request for mediation.**

1. The promotion of mediation will be initiated with the presentation of a document addressed to the Interconfederal Service of Mediation and Arbitration.

2. The request for mediation should contain the following clauses:
   a) Identification and contact details including the e-mail addresses of:

   - The requesting party and if appropriate who holds its duly justified representation, stating the date and with signatures.
   - The subjects to whom the application is addressed. If appropriate, the collective subjects holding legitimitation to invoke the procedure in the field of the claim should be identified.
   - The possible parties interested in the procedure. In those cases in which it is fitting the identification of the remaining employers' and trade-union associations which are representative in said field should also be included.

b) The subject of the request with the specification of the facts and reasons on which the claim is based.

c) The group of workers affected by the request and the geographical extent of the same.

d) The justification of the intervention of the commission for the administration of the agreement, or of having addressed the latter without effect, and if appropriate the report issued, in the following cases:

1. Disputes concerning the interpretation and application of a collective accord.

2. Disputes concerning the interpretation and application of other agreements or collective agreements, if they include a commission for the administration of the agreement and its prior intervention has necessarily been established.

3. Disputes deriving from discrepancies that have arisen during the consultation period required by Articles 40, 41, 44.9, 47, 51, and 82.3 of the revised text of the Workers' Charter Law, if the prior intervention of the commission for the administration of the agreement of the same has been agreed in the collective accord, and in any case when under the protection of Article 82.3 in the antepenultimate paragraph of the aforementioned legal text either of the parties has requested its intervention.

e) The person appointed to carry out mediation, or in cases of commissions for the administration of the agreement of accords which act as specific bodies, the joint body appointed for the purpose. If the appointment is not included it will be understood that this is delegated to the SIMA-FSP in accordance with Article 16.1.

Article 16. **Appointment and rejection of mediators.**

1. The appointment of the person or persons who will carry out the mediation from among those included on the list corresponds to the parties of each procedure subject to this VI Agreement. If this is not done by the applicant in the application for mediation it will be understood that the former delegates the appointment to the Management of the SIMA-FSP.

2. The SIMA-FSP will address the party making the request on the day of the reception of the same for it to appoint a mediator within a deadline of three working days. If said party does not do so it will be understood that it delegates the appointment to the Management of the SIMA-FSP.

   In the event of the joint application of the parties or when they agree to appoint the person who will carry out the mediation, it will be possible to request of the Management of the SIMA-FSP the carrying out of a procedure with shorter deadlines.

3. In the case of delegation to the SIMA-FSP or when neither of the parties has appointed a mediator, the Management of the Interconfederal Service of Mediation and Arbitration will proceed to do so while guaranteeing egalitarian participation.

4. The person or persons who carry out the mediation must have no connection with the specific dispute in which they act or which they intend to prevent; they must have no direct personal or professional interests which are liable to alter or condition their mediating activities. They may be rejected before the holding of the first meeting at the justified request of any of the parties after a summary procedure held by the Follow-Up Commission of the VI ASAC in which the person affected by the rejection and the parties will be heard.

5. In disputes or actions put forward at the companies on the occasion of the interpretation and application of an agreement or sectorial collective

accord when its commission for the administration of the agreement has been entrusted with duties of mediation, the members of the same may be appointed to carry out the mediation without this making them affected by any form of non compatibility.

6. Once the mediation has been promoted and during its processing, the parties will abstain from adopting any other measure aimed at resolving the dispute.

Article 17. **Action of the mediators.**

1. The action of the person or persons appointed to mediate will begin immediately after their appointment. The procedure will be developed according to the steps which are considered appropriate by the mediation body. They may ask the Management of the SIMA-FSP to instruct its lawyers to provide the information they consider necessary for their duties (history, precedents, and experiences similar to those of the dispute put forward, among others) and on the parties, guaranteeing in all cases the confidentiality of the information.

2. During the appearance the mediation body will encourage communication between the parties, helping to reach an agreement between them, moderating the debate and granting them as many interventions it considers appropriate. In any case the right to be heard will be granted to those appearing in addition to the principle of equality and contradiction, without defencelessness occurring.

3. The mediators will formulate proposals for resolving or preventing the dispute which may include subjecting the discrepancies to arbitration. The parties will expressly accept or reject the proposals formulated; it will be considered that they have not taken place if they are rejected.

Article 18. **End of the mediation.**

1. The procedure will end with the final taking of the minutes by the lawyers of the Foundation, at the request of the mediation body, as guarantors of said procedure. In any case the latter will be subject to a deadline of twelve working days as from the registering of the application; this deadline may be extended or shortened by the mutual agreement of the parties.

2. Provided that the legitimation requirements legally established are present, the agreement achieved by mediation and reflected in the minutes will have the same validity as that agreed in the consultation period referred to in Articles 40, 41, 44.9, 47, 51, and 82.3 of the revised text of the Workers' Charter Law and Article 176.2 of the revised text of the Bankruptcy Law. In other labour disputes it will have the same validity as that agreed in the collective accord and will be deposited, registered, and published in the terms stated in Article 90 of the revised text of the Workers' Charter Law.

   The Management of the SIMA-FSP will offer the parties the option of publishing the mediation agreements. Once this point has been agreed on, said Management will formalise the steps for its registration and publication on the Register and Deposit of Collective Labour Agreements (Registro y Depósito de Convenios y Acuerdos Colectivos de Trabajo, REGCON). In any case the Management of the SIMA-FSP will request inscription on the REGCON in the cases mentioned in Article 2.1 d) and h) of Royal Decree 713/2010 of 28th May on the registering and depositing of accords, collective labour agreements, and equality plans.

   To the effects of the enforceability and/or challenging of the mediation agreement, that set down in Articles 67 and 68 of the Law Regulating Labour Jurisdiction will be applicable.

3. If agreement is not reached, the mediator or mediators will require the lawyer of the SIMA-FSP to take the minutes recording the lack of agreement.

4. By mutual agreement the parties may request the reopening of a mediation file that has already been closed with the aim of formalising or ratifying the agreement subsequently reached with regard to the same objective. For this procedure the attendance of mediators will not be necessary; the signing of the minutes taken by the lawyer will be sufficient.

5. The agreement of the parties to submit the matter to litigation will end the mediation procedure with the taking by the lawyer of the corresponding minutes of the transformation of the mediation procedure into an arbitration procedure.

Article 19. **Specific procedure in the case of a strike.**

1. Before the formal notification of a strike a request for mediation must have been instigated by the conveners. They should formulate their request in writing, including the aims of the strike, the procedure carried out, and the date planned for strike action to start. A copy of this document will be sent to the employer.

   No more than 72 hours must pass between the application initiating the formal processing of the mediation and appearance at the same, unless the parties extend said deadline by mutual agreement.

   Within a deadline of 24 hours which may not be extended the SIMA-FSP must deal with the request for mediation, notifying the party or parties to which it is addressed so that they may proceed to appoint a mediator, convening the parties to the mediation meeting in the subsequent hours which remain.

   The voluntary submitting of the parties to the arbitration procedure will also be possible.

2. Appearance at the corresponding mediation proceedings is obligatory for the parties as a consequence of the duty to negotiate which is implicit to the nature of this mediation.

3. The formal documentation of the notification of the call to strike must specify that mediation has been requested. If this circumstance is not justified by the conveners it will be understood that the strike has not been called correctly.

4. When mediation is suggested in relation to the performing of the security and maintenance services, it will be initiated at the request of any of the parties if the suggestion has been made within the 24 hours following the formal notification of the strike. This procedure will also last 72 hours.

CHAPTER III
Arbitration procedure

Article 20. **General aspects.**

1. By means of the arbitration proceedings the parties agree voluntarily to entrust matters to a third party and to accept in advance the solution the latter proposes to the dispute or matter that has arisen.

   Both parties must declare their express will to submit to the arbitral award which must of necessity be complied with.

2. The parties may promote arbitration without the need to avail themselves of the mediation procedure referred to in the previous chapter, or may do so after all mediation options have been exhausted or during their course according to Articles 13.8, 17.3, and 18.5 of this text. Notwithstanding the foregoing, the parties may request the arbitrator to carry out mediating duties at any time prior to his/her action as such.

3. Once the arbitral commitment has been formalised the parties will refrain from instigating other procedures on any matter or matters subject to the arbitration, and likewise from having recourse to a strike or lockout.

4. In the case anticipated in Article 9.1 b) paragraph 2 action will be taken as stipulated in the collective accord.

Article 21. **Subjects legitimated to request arbitration.**

The same subjects referred to in Article 14 of this Agreement are legitimated to instigate the arbitral procedure by mutual agreement according to the type of dispute and the field affected.

In the case anticipated in Article 9.1 b) paragraph 2 the procedure will be promoted by the legitimated subjects under the terms established in the collective accord.

Article 22. **Request for arbitration.**

1. The promotion of the procedure will require the presentation of a document to the Interconfederal Service of Mediation and Arbitration signed by the legitimated subjects who wish to submit this matter for arbitration.

   Said document should contain:

   a) The identification of the company or the collective subjects which hold legitimation in order to adhere to the procedure, including the e-mail address, date, and signature.

      In those cases in which it is appropriate the identification of the remaining employers' and trade-union associations representing the said field should also be included, with the e-mail address, for the purpose of notifying them of the arbitral commitment in case they wish to join it.

   b) The appointment of the person who will carry out the mediation. If this is not done it will be understood that said appointment has been

delegated to the Management of the SIMA-FSP in accordance with that set down in Article 23.3.

c) Specific matters on which the arbitration must pronounce, whether this is in law or in equity, its origin and development, the claim and the reasons supporting it, and the deadline for the issuing of the arbitral award. The parties may ask the arbitrator to issue his/her award based on the final position that the former may present to him/her in one or several of the specific matters subjected to arbitration.

d) The commitment to accept the arbitral decision.

e) The deadline within which the arbitral award must be issued. The parties may establish tight deadlines in those cases in which the law or the collective accord anticipates periods of consultation or negotiation in which the rapid resolution of the dispute is a priority. If this deadline is not agreed on, the award must be issued within the 10 working days following acceptance of the appointment, without detriment to that set down in Article 24.2 of this Agreement.

2. Copies of the arbitral commitment will be sent to the Secretariat of the SIMA-FSP and also to the competent labour authority to the effects of the recording and subsequent publication of the award.

Article 23. **Appointment of arbitrators.**

1. In accordance with that included in this article, the appointment of the person who will carry out the arbitration from those on the list of the SIMA-FSP corresponds to the parties of the procedure subject to this VI Agreement.

2. The appointment agreed by the parties of the person who will carry out the arbitration will be made freely. In the event of disagreement his/her appointment must come from a list of five also agreed by the parties. Each party will successively and alternatively rule out the names it considers

appropriate until only one remains; the parties decide by a random procedure which begins said ruling out.

3. The parties may delegate the appointment of the person from the arbitral list to the Management of the SIMA-FSP.

4. The parties may appoint a person not included on the list of the Interconfederal Service of Mediation and Arbitration by mutual agreement. In these cases the arbitration must be in keeping with the criteria established in this Agreement, the ethical code, and the rules of operation and procedure of the SIMA-FSP.

5. In the case anticipated in Article 9.1 b) paragraph 2, the appointment of the person carrying out the arbitration will be made in the terms agreed in its accord, always respecting the ethical code of the SIMA-FSP.

Article 24. **Carrying out the arbitral procedure.**

1. The activity of the person carrying out the arbitration will begin immediately after the acceptance of his/her appointment, which must occur during the two working days following the same. His/her arbitral action will be carried out according to the procedures he/she considers appropriate; it may require the appearance of the parties, the requesting of complementary documentation, or applying for the aid of experts from the Management of the SIMA-FSP if he/she considers this to be necessary.

   In any case the right to a hearing of those appearing will be guaranteed together with the principle of equality and contradiction, without defenceless occurring. Minutes will be taken of the session or sessions held in accordance with that set down in Article 6.

2. The arbitral award must be reasoned and issued within the deadline established in Article 22.1 e) of this Agreement. Exceptionally as a result

of the difficulties of the matter and its implications, the person carrying out the arbitration may extend the aforementioned deadline by means of a reasoned resolution; in any case it must be issued within 40 working days.

3. Once the arbitral award has been issued, the person appointed as arbitrator will notify it to the lawyer to the effects of convening the parties for its immediate notification.

4. Within three working days following the notification of the arbitral resolution, either of the parties may request the correction of material, factual, or arithmetical errors or the clarification of any concept.

   The clarification or rectification must be resolved within five working days.

   All this is without detriment to the use of the appropriate resources in the terms established in Article 65 and those concordant of the Law Regulating Labour Jurisdiction.

5. The arbitral resolution will be subject to deposition with the SIMA-FSP. The Management of the Service will offer the parties the option of publishing the arbitral award. If this point is agreed upon said Management will formalise the procedure for its inscription and publication on the REGCON. In any case the Management of the SIMA-FSP will request the inscription on the REGCON in the cases mentioned in Article 2.1 h) of Royal Decree 713/2010 of 28th May on the registering and depositing of accords, collective labour agreements, and equality plans.

Article 25. **Validity of the arbitral award.**

1. The arbitral resolution will have the same validity as that agreed in the agreement after the consultation period referred to in Articles 40, 41, 44.9, 47, 51, and 82.3 of the revised text of the Workers' Charter Law and Article 176.2 of the revised text of the Bankruptcy Law, provided that the legally

established legitimation requirements are present. In other labour disputes it will have the same validity as that agreed in the collective accord and will be deposited, registered, and published under the terms contemplated in Article 90 of the revised text of the Workers' Charter Law.

If appropriate it will have the effects of a final judgment in accordance with that set down in Article 68 of the Law Regulating Labour Jurisdiction.

2. The arbitral decision excludes any other procedure, collective dispute demand, or strike on the resolved matter and in accordance with its validity.

3. Likewise the arbitral award may be appealed against under the terms and within the deadlines established in Articles 65.4 and 163.1 of the Law Regulating Labour Jurisdiction.

SECTION III

Article 26. **Follow-Up Commission.**

1. The Follow-up Commission will consist of six trade-union members and six employer members. It has competence in the interpretation, application, adaptation, and follow-up of this Agreement.

2. It is also responsible for the acceptance and integration under the terms established in Article 6 as specific bodies of the system of those agreed in a collective accord; for defining the content of the ethical code of the SIMA-FSP; for stipulating the terms for the use of mediation with a preventive nature; for carrying out the procedure of the challenging of mediators; for developing the conditions and the content of the formative plan applicable to persons carrying out mediation at the SIMA; for determining when the lists are to be updated; and any other powers conferred in a statutory manner.

3. The President and two Secretaries, who may be renovated annually, will be appointed from among its members.

4. The Follow-Up Commission will have its own rules of operation.

5. The headquarters of the Follow-Up Commission will be located at the SIMA-FSP premises in Madrid at Calle San Bernardo, nº 20, 5ª planta.

FIRST ADDITIONAL PRECEPT

If a collective dispute or action of those affected by this Agreement may be submitted equally to another procedure for the resolution of disputes, which is valid within the scope of an Autonomous Region, the parties affected must choose by means of an agreement the procedure they will submit to.

SECOND ADDITIONAL PRECEPT

To date and in the field of labour relations, mediation has been carried out essentially as part of systems of the independent resolution of disputes implemented in the State as a whole. These systems are articulated under the legal protection of their respective Interprofessional Agreements of creation but they act according to a similar scheme which uses mediation as the main tool of intervention in labour disputes. All this is evidently without detriment to the specific characteristics of each one.

In view of this experience, the signatories share the idea that the training of mediators is an essential aspect of their current and future activities. Likewise they also assume that the progressive confluence of practices and criteria regarding training is a core element for mediation.

In accordance with the above considerations, the signatories declare their commitment to promoting a formative model to serve as a basis for homogenising the requirements enforceable for carrying out mediation in a work context.

To the above effects the Follow-Up Commission of this Agreement will develop the conditions and the content of the formative plan applicable to the persons carrying out mediation at the SIMA-FSP.

FIRST TRANSITORY PRECEPT

Those mediation and arbitration proceedings with a registration date with the SIMA-FSP predating the publication in the Official State Gazette of this Agreement will be processed according to the V ASAC.

SECOND TRANSITORY PRECEPT

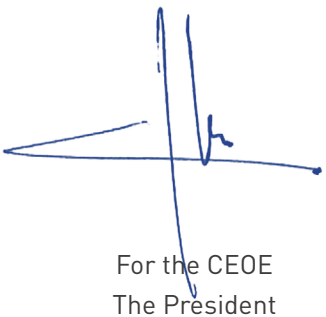
In those sectors, subsectors, companies, groups of companies, or associated companies of the field anticipated in Article 2.1, which prior to the coming into effect of this Agreement have adopted independent systems for resolving disputes other than the ASAC, in accordance with the terms stipulated in Article 3.3, the validity of the same will be maintained with the alternative and/or complementary use of the procedures regulated in this Agreement.

DEROGATORY PRECEPT

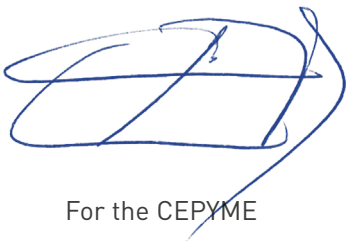
The V ASAC of 7th February 2012 is revoked and replaced by this Agreement.

FINAL PRECEPT

By virtue of the recognised nature and validity of this Agreement, the latter will be sent to the labour authority for its deposit, registration, and publication.



For the CEOE
The President
Antonio Garamendi Lecanda



For the CEPYME
The President
Gerardo Cuerva Valdivia

For the Socialist Trade Union
The Secretary General
Unai Sordo Calvo

For the General Workers' Union
The Secretary General
Pepe Álvarez Suárez

ANNEX OF RECOMMENDATIONS ON COMMISSIONS FOR THE ADMINISTRATION OF AGREEMENTS

Some recommendations for the "rapid and effective" operation of commissions for the administration of agreements:

a) For the purpose of speeding up their operation, the numerical composition of the commissions for the administration of agreements must be as small as possible, always respecting the legitimation levels of the negotiating commission when it has been attributed duties of the adaptation and modification of the collective accords.

b) Frequent periodic meetings should be arranged in such a way that they are taken into account in advance on the agendas and can be postponed if there are no matters to discuss. In any case extraordinary meetings must be anticipated in addition to ordinary meetings when urgent measures need to be taken.

c) Facilitating the application of telematic and audiovisual resources to the meetings, deliberations, and decision making.

d) Anticipating the choice of replacements to avoid cancellations owing to a lack of quorum.

e) Establishing brief deadlines for the making of decisions which must count as from the submission of the dispute to the commission for the administration of agreements. When these are not legally determined deadlines of less than 10 working days will be established and for urgent cases of two or three working days.

f) The procedure of the intervention of the commission for the administration of agreements is to be considered to have concluded if no decision is made by the commission within the established deadline.

g) Simplifying the formal procedures and the documentary requirements.

h) Requesting for computer purposes the notification of the agreements of the interpretation and application of the collective accord, if they are of general interest, including those reached by the systems for the independent resolution of disputes.

i) The adoption of the agreements must be in the majority of cases by the simple majority of each of the representations (or even the simple majority of the voters); only in certain cases should more qualified majorities be chosen.

j) In collective sectorial accords, in particular those of a state nature or those of major companies, the general rule must be the existence of decentralised commissions for the administration of agreements.

k) Also in these collective accords, the general rule must be the existence of the specialisation by subjects of different commissions for the administration of agreements so as to avoid the accumulation of work which limits their efficiency.

SIMA FSP

FUNDACIÓN
Servicio Interconfederal
de Mediación y Arbitraje

Address:
C/ San Bernardo, 20, 5ª planta
28015 Madrid

Telephone number:
91 360 54 20

Fax number:
91 360 54 21

Internet:
www.fsima.es

CEOE Empresas Españolas

CEPYME
CONFEDERACIÓN ESPAÑOLA DE LA PEQUEÑA Y MEDIANA EMPRESA

CCOO

UGT