

VOCATIONAL EDUCATION & GUIDANCE



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TEXT AND CONTENTS:
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THIS BOOK IS DEDICATED
TO MY FATHER AND MY STUDENTS.

INTRODUCTION

Vocational Education & Guidance text book is designed as a guide for Vocational Training teachers and students who study this subject in English.

The contents of this text book are in accordance with the curriculum design (diseño curricular base) established by the Spanish legislation.

Terminology and many other concepts do not have an equivalent in the English language so these have been adapted by the author.

The importance for the students to learn keywords in Spanish has also been taken into consideration, therefore some words have been translated into Spanish in this textbook.

The first 4 units appartein to “Health and Safety at Work”. The reason for this is that students doing training in workshops from the beginning need to be aware of these issues.

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unit
1

HEALTH AND SAFETY AT WORK

1. WORK AND HEALTH
2. HAZARD AND RISK IN THE WORKPLACE
3. SPANISH LEGISLATION RELATED TO LABOUR RISK MANAGEMENT
4. HARM IN THE WORKPLACE
 - 4.1 Work-related accident
 - 4.2 Occupational illness
 - 4.3 Non-specific illnesses at work
5. RISK MANAGEMENT TECHNIQUES
6. WORKERS' AND EMPLOYERS' RIGHTS AND DUTIES REGARDING LABOUR RISK MANAGEMENT

VOCABULARY

ACT Acta, ley	STRAIN Tensión, torcedura
ACUTE POISONING Intoxicación aguda	SUFFOCATION, CHOKING Asfixia, ahogo
BURDEN Carga	TEMPERATURE Calor
CARCINOGENS Agentes carcinógenos (que producen cáncer)	WILLFULLY Intencionadamente
CIVIL DEFENSE Protección civil	WORK HAZARDS Peligros en el trabajo
COLLECTIVE AGREEMENT Convenio colectivo	WOUND Herida
COMMUTING ACCIDENT Accidente in itinere (del domicilio al lugar de trabajo y viceversa)	
CUSTOMS MONITORING SERVICE Servicio de Vigilancia aduanera	
DISABILITY Discapacidad	
DISCRETE Separado, fuera de lo normal	
DRAFT Elaborar	
ENTRAPMENT Atrapamiento	
FUMES Vapores	
GROSS NEGLIGENCE Negligencia grave	
INFIRMITY Dolencia	
INJURY Lesión	
LABOUR RISK MANAGEMENT Prevención de riesgos laborales	
LABOUR RISK MANAGEMENT ACT Ley de Prevención de Riesgos Laborales	
LASHES Golpes, azotes	
BRUISES Contusiones, moratones	
MORALE Moral, confianza	
HAZARD Fuente de peligro	
OCCUPATIONAL ILLNESS Enfermedad profesional	
OCCUPATIONAL MEDICINE Medicina laboral	
PLANT Planta (factoría)	
PREMISES Edificios, locales	
REGULATION OF RISK MANAGEMENT SERVICES Reglamento de los servicios de Prevención	
RISK ASSESSMENT Evaluación de riesgos	
SCRATCHES Arañazos, rasguños	
SNAGGED Enganchado, enredado	
SPRAIN Esguince	

1

WORK AND HEALTH

Health is the level of functional or metabolic efficiency of a living organism. In humans, it is the general condition of a person's mind and body, usually meaning to be free from illness, injury or pain (as in "good health" or "healthy").

The World Health Organisation (WHO) defined **health** in its broader sense in 1946 as **"a state of complete physical, mental and social well-being, and not merely the absence of illness or infirmity"**.

Factors that mainly affect upon health are: **genetic factors; age; lifestyle factors; hygiene habits and practices; labour, social and cultural environment ...**

Working environment includes **material, psychological and social aspects**, all related to the employee in the workplace.

Health and Safety at Work is a major issue for all businesses and it is vitally important that owners, managers and other employees of a business are fully aware of their responsibilities.

REMEMBER

Good health and safety is good for business, it will almost always improve both employee morale and productivity. A healthier workforce really does make for a healthier business.

An employee will work better and more productively in a safe and healthy working environment and in an organisation where they are valued.

Health affects the person's physical activities and daily activities at work in two ways:

- ⊕ Positive (develops employees' skills and these help to do the job well)
- ⊖ Negative (bad health drives down job quality and performance and are a burden on the economy).

Work affects the person's health in the following also:

- ⊕ Positive (promotes the integral development of the human person: physical, mental and social)
- ⊖ Negative (hazards and harms).

Harm is a negative safety and health consequence:

- **injury**
- **pathologies (the symptoms of an illness)**
- **illnesses**

A hazard is anything that can cause harm; a source of danger.

Common workplace hazards are as follow:

Biological agents

(bacteria, fungi, viruses, internal parasites)

Chemical agents

(gases, fumes, dust, smoke, vapours, mist, fibers)

Physical agents, including:

- Noise
- Vibration
- Ionising Radiation
- Temperature
- Lighting

Physical hazards or structural factors from:

- Corridors, stairs, installations, plants
- Workplace transport
- Machinery
- Equipment
- Electricity

Psychosocial factors and work organisation:

- Work atmosphere
- Work organisation
- Personal leadership style
- Work conditions
- Responsibility



EXAMPLE 1

- Electric cabling is a **hazard**. If it has snagged on a sharp object, the exposed wiring is then considered to be **high risk** which can cause **harm**: electric contact.
- Stairs are a **hazard** because there is a possibility (**risk**) of falling down which causes **harm**: a wound

A risk is the chance, high or low, that any hazard will actually cause somebody harm.

2

HAZARD AND RISK IN THE WORKPLACE

HAZARD	RISK (CAUSE)	HARM (CONSEQUENCE)
Stairs	Falls to lower levels	Fracture
Corridors	Slips and trips	Injuries and trauma Sprains and strains
Electrical installations	Electrical contact	Suffocation



EXERCISE 1

Fill in the following table with the data provided below:

Machinery, irritability, noise, deafness, workload, equipment, training, tuberculosis, tool, tachycardia, handling heavy loads, pressures, excessive workload, vibrations, depression, to become infected by a bacteria, difficult complex tasks, to become infected by a virus, sleepiness, lashes, bruises, to become infected by a fungus, fatigue, gas inhalation, dust inhalation, age, poor lighting, lack of experience, high temperature, aggressiveness, persistent forced postures, hepatitis, fumes inhalation, anxiety, long hours, nervousness, absence from work, neck pain, disability, timetable, genetic characteristics, loss of sight, entrapments, burns, impacts, scratches, low temperature.

HAZARD	RISK (CAUSE)	HARM (CONSEQUENCE)
Machinery		
Equipment		
Tool		
Workload		
Training		
Hands-on experience		
Timetable		
Age		
Genetic characteristics		

3

SPANISH LEGISLATION RELATED TO LABOUR RISK MANAGEMENT

Labour risk management includes all the measures throughout the whole chain of activities in a business to avoid or reduce hazards in the workplace.

It is the duty of every employer, so far as is reasonably practical, to ensure the health, safety and welfare of all the employees of the business.

- The Spanish Constitution obliges public institutions to develop and promote a protective and safety policy in the workplace.
- The Workers' Statute mentions the right to work in safety.
- Collective agreements include guidelines on Health & Safety rights and duties.

The key piece of legislation relating to Health & Safety is the:

LABOUR RISK MANAGEMENT ACT,
in Spanish: LEY DE PREVENCIÓN DE
RIESGOS LABORALES (LPRL) 31/1995
developed by the:



REGULATION OF RISK MANAGEMENT
SERVICES RD 39/1997, January 17th.

The Act applies to specific target groups:

- ✓ Employed workers
- ✓ Civilian personnel in public institutions
- ✓ Self-employed workers
- ✓ Partners - workers in co-operatives companies

The Act does not apply to:

- ✗ The police, security and Customs Monitoring Service
- ✗ Civil defense in emergencies
- ✗ Armed Forces and Civil Guardians in military activities
- ✗ Domestic service.

4

HARM IN THE WORKPLACE

4.1 WORK-RELATED ACCIDENT

An accident at work is considered to be a sudden event caused by an external reason, resulting in injury or death, which takes place in connection with work. This is also referred to as a "work-related accident".

This includes:

- Accidents in the course of work outside the premises of one's business, even if caused by a third party (on clients' premises, on another company's premises, in a public place or during transport, including road traffic accidents).
- Accidents on the way to or from work (commuting accidents), occurrences having only a medical origin (such as a heart attack at work).
- **Illnesses not considered occupational illnesses.**
- Rescue attempts related to work.

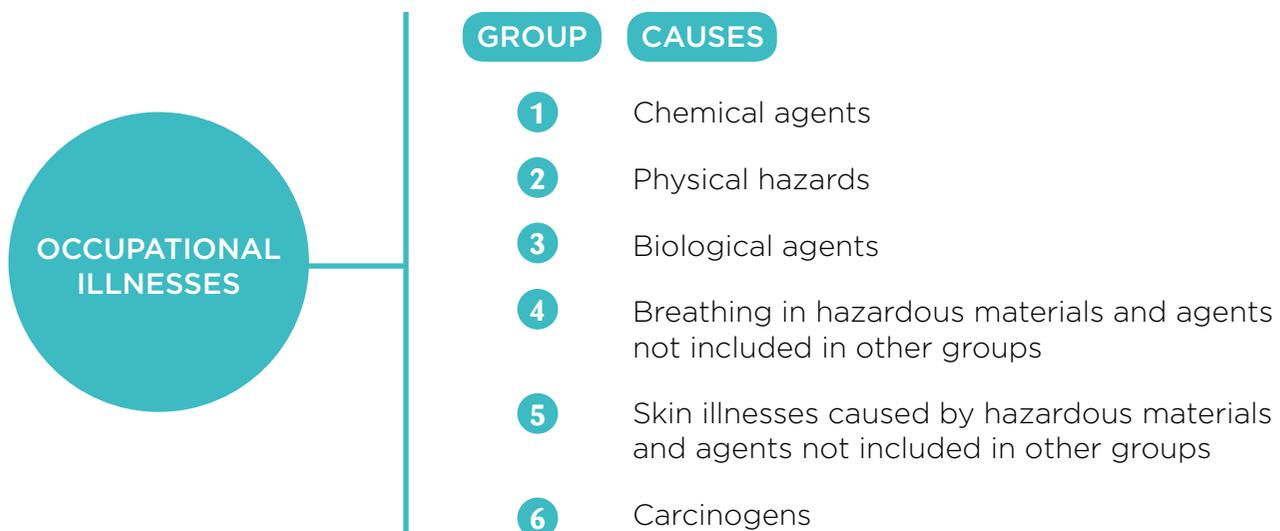
Those accidents committed by gross negligence or willful misconduct, or by fraud are not considered work-related (e.g. disobey orders or rules voluntarily and in a conscious manner).

THE LEGAL PROCEDURE OF WORK-RELATED ACCIDENTS

When a work-related accident happens there must be an **investigation** to determine the causes of it and take the necessary corrective measures to avoid the accident from happening again. It must also be **reported** to the Ministry of Employment and Social Security via Internet and the company must complete a **statistical analysis** of all accidents at the workplace.

4.2 OCCUPATIONAL ILLNESS

Occupational illness is a work-related illness which could occur through a work activity and classified according to cause in the Royal Decree 1299/2006.



4.3 NON-SPECIFIC ILLNESSES AT WORK

These are work-related illnesses but not considered occupational illnesses.

- Labour fatigue
- Burnout (occupational long lasting stress)
- Stress
- Labour dissatisfaction
- Mobbing syndrome (suffering degrading, inhumane treatment)
- Premature ageing

5

RISK MANAGEMENT TECHNIQUES

BASIC RISK MANAGEMENT TECHNIQUES	
RISK MANAGEMENT	USED TO AVOID OR REDUCE HARM
1. Safety at work	Work accidents
2. Industrial hygiene	Occupational illnesses
3. Ergonomics	Fatigue
4. Psycho-sociology	Dissatisfaction
5. Social Policy	Legal requirements to avoid or reduce harm in general
6. Occupational medicine	For preventing and repairing

6

WORKERS' AND EMPLOYERS' RIGHTS AND DUTIES REGARDING LABOUR RISK MANAGEMENT

All workers have a right to work in places where hazards to their health and safety are properly controlled.

Health and safety is to prevent the worker from getting hurt at work or falling ill through work.

The employer is responsible for health and safety, but the worker must also collaborate in order to ensure the health and safety guidelines are met.



- ✓ Follow the training you have received when using any work items your employer has given you.
- ✓ Take reasonable care of your own and other people's health and safety.
- ✓ Co-operate with your employer on health and safety.
- ✓ Tell someone (your employer, supervisor, or health and safety representative) if you think the workplace or inadequate precautions are putting anyone's health and safety at serious risk.



- ✓ Decide what could harm you in your job and the precautions to stop it. This is part of risk assessment.
- ✓ In a way you can understand, explain how risks will be controlled and tell the one who is responsible for this.
- ✓ Consult and work with your health and safety representatives in protecting everyone from harm in the workplace.
- ✓ Provide, free of charge, the health and safety training you need to do your job.
- ✓ Provide, free of charge, any equipment and protective clothing you need, and ensure it is properly looked after.
- ✓ Provide adequate first-aid facilities.
- ✓ An appropriate level of supervision, which is particularly vital for new, inexperienced and young workers, pregnant workers and temporary workers.
- ✓ Keep record of essential documents (Health and Safety risk management plan, risk assessment, medical check-ups, records of work accidents...).
- ✓ Conduct an investigation into any workplace accident and report all accidents by e-mail to the Ministry of Employment and Social Security. Statistical analysis must also be performed.

EXERCISES

1 Fill in the gaps



2 Think about some factors and circumstances of your real life that influence your health and write them down.

3 What is the difference between a work-related accident and an occupational illness?

- 4 Peter is very nervous at work. Maybe he is suffering from stress. Go to the website www.insht.es in Documentación las normas técnicas de prevención (NTP): 438,349, 355 and 318 and answer the following questions:

What is stress?

What are the symptoms of a worker who suffers from stress?

- 5 Helen works night shift. For a number of reasons she can't get enough rest during the day and she mostly eats sandwiches and snacks.

How can this impact on her health?

What kind of hazards, risks and harms might arise if she continues this lifestyle?

6 Lesley works in maritime rescue. Out of work hours she helped and saved two children from a fire in the building where she lives. She suffered second-degree burns to the left calf and third degree burns to the right foot and left hand. Is this situation regarded as a work-related accident?

7 Ask a member of your family or an acquaintance who has suffered a work-related accident or an occupational illness about their working activity, age, type of employment contract, hazards in their workplace, risks and harms and fill in the following data table.

DATA SHEET				
ACTIVITY AND AGE	CONTRACT OF EMPLOYMENT	HAZARD	RISK	HARM

unit 2

HAZARDS IN THE WORKPLACE

1. PREVENTATIVE AND PROTECTIVE ACTIONS
2. HAZARDS IN THE WORKPLACE RELATED TO PHYSICAL CONDITIONS
 - 2.1 Safety hazards in the workplace
 - 2.2 Safety hazards associated with the use of machinery and hardware
 - 2.3 Electrical hazards
 - 2.4 Fire hazards
3. ENVIRONMENTAL HEALTH HAZARDS
 - 3.1 Physical hazards: noise, vibrations, lighting, temperature, radiations
 - 3.2 Chemical hazards
 - 3.3 Biological hazards
4. PSYCHOSOCIAL HAZARDS
5. PERSONAL PROTECTIVE EQUIPMENT (PPE)
6. SAFETY SIGNS, SYMBOLS AND COLOUR CODES

VOCABULARY

ALLOY Aleación	MALADISE Malestar
AIR-POWERED MACHINES Máquinas neumáticas	MAMMAL Mamífero
APPENDAGE Apéndice	MOULD Hongo, moho
BLEEDING Hemorragias	NUMBNESS Entumecimiento
BOWEL Colon	OUTLETS Salidas de corriente
BOREDOM Tédio, aburrimiento	OXIDIZER Comburente
CHAINSAW Motosierra	PATHWAY Vía
CIRCUIT BREAKER Interruptor de circuito disyuntor magnetotérmico	PNEUMATIC JACKHAMMER Martillo neumático
COMMERCIAL VEHICLES Vehículos industriales	POWER GRID Red eléctrica
TO CONVEY Expresar, verbalizar	RABIES Rabia
CRAMP Calambre, tirón	RASH Sarpullido, erupción
CURRENT FLOW PATH Trayectoria de la corriente	REGULAR INSPECTIONS Revisiones periódicas
CRUSHING Aplastamiento	SAFETY RAILINGS Barandillas de seguridad
DIZZINESS Mareos	SAFETY SIGNAGE Señalización de seguridad
DREARY Sombrio, gris, deprimente	SCHEDULE Programa, horario
EJECTION OF FRAGMENTS Proyección de fragmentos	SENSITISATION Sensibilización
ENCOUNTER Come across, toparse	SHIVERING Escalofríos
EXTERIOR HOUSING Carcasa	SLIPPED DISCS Hernias
FIRE DETECTION SYSTEMS Sistemas de detección de incendios	STRIPPED WIRE Cable pelado
FLASH POINT Punto de ignición	TINGLING Hormigueo
FURNACE Horno, caldera	DISPOSAL OF WASTE Eliminación de residuos
GAS MOWER Segadora de gasolina	WHEELBARROWS Carretillas
GLARE Deslumbramiento, reflejo	YEAST Levadura
GIDDINESS Atolondramiento, aturdimiento	12 GAUGE SHOTGUN Escopeta calibre 12
GRIP STRENGTH Fuerza de agarre	
HAND ROTARY TOOLING Herramientas manuales rotativas	
HAZARD SUIT Traje de protección	
HEARING IMPAIRMENT Deficiencias auditivas	
IMPINGEMENTS Pinzamientos	
INSULATION Aislamiento	
JACK-HAMMER Taladradora	
KILN Horno	
LISTLESSNESS Apatía, dejadez	

1

PREVENTATIVE AND PROTECTIVE ACTIONS

The aim of risks prevention in business is to avoid and reduce risks at work and also improve work conditions; therefore prevention and protection actions at work are necessary.

- **Preventative actions** try to avoid and minimise risks at work and their consequences (harms). For example: to use a low-level noise machine to avoid hearing damage.
- **Protective actions** are used in case preventative actions are insufficient to avoid hazards at work.

There are two types of **protective actions** at work:

(adequate ventilation and heating, protection nets, safety railings...)



(rubber gloves, safety glasses, safety harness, protective helmet or hard hat...)

The safety and health of employees must first be safeguarded by actions to eliminate workplace risks at the source, through technical or organisational means (e.g. by substituting hazardous chemical) or by providing protection on a collective basis (e.g. providing scaffolding instead of harnesses).

Collective protective actions covering a number of employees in a workplace must have priority over protective actions applying to individual employees.

If these actions are not sufficient, only then should PPE be used to protect against the hazards that are unavoidable.

PREVENTATIVE ACTIONS



TRY TO AVOID AND REDUCE RISKS

PROTECTIVE MEASURES



TRY TO AVOID AND REDUCE HARMS

2

HAZARDS IN THE WORKPLACE RELATED TO PHYSICAL CONDITIONS

2.1 SAFETY HAZARDS IN THE WORKPLACE

Work areas include employee lounges, dining room and restrooms. These areas must be designed according to the use is going to have trying to avoid hazards.



Slips, trips, falls (on the same or to a different level), and hits and cuts, are the most common accidents in the workplace. These can be caused by falling objects or collapses due to poor construction of the building, poor signage or lack of order and cleanliness.



PREVENTATIVE ACTIONS: good structure of the building, good installations, safety and health signs, high level of order and cleaning.

2.2 SAFETY HAZARDS ASSOCIATED WITH THE USE OF MACHINERY AND HARDWARE

A machine is an apparatus consisting of interrelated parts with separate functions, used in the performance of some kind of work.

Hardware is the mechanical equipment necessary for conducting an activity, for instance, metal ware, tools, locks, hinges and cutlery.



Crushing, ejection of fragments and liquids, entrapments, electrical contacts, fire and explosions are the largest cause of accidents. These accidents can cause hits, cuts, sprains, overstrains, burns, hearing impairments, deafness, serious eye injuries, etc.



PREVENTATIVE ACTIONS: workers' training to properly use of machinery and hardware, suitable design of the machinery and hardware, approved machinery and hardware as well as adequate storage and maintenance and the correct use of the machinery and hardware according to the instructions found in the owner's manual.

2.3 ELECTRICAL HAZARDS

These are electrical contacts whenever human body and electricity get in contact (direct: with a stripped wire or indirect contact: with the exterior housing of a machine connected to the power grid).

The severity of an electric shock depends on the resistance of the body, the current flow path and the intensity of the current.



Fires and explosions and electrical contacts are the most common cause of accidents. These accidents can cause death from cardiac arrest or suffocation, muscle rigidity, burns and falls.



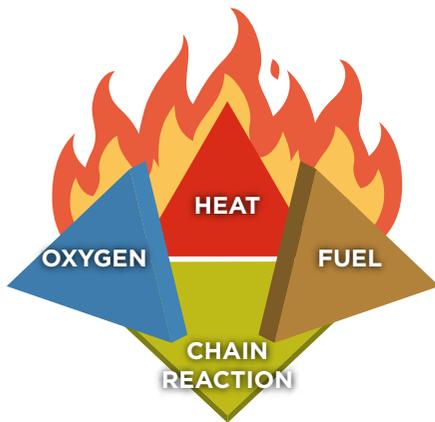
PREVENTATIVE ACTIONS: maintaining distance from active parts of installations and equipment, grounding of exposed conductive parts, installing automatic circuit breakers, insulating of equipment and machines, workers' training to properly use of all the machinery and hardware, adequate safety signage and regular inspection of installations.

WHAT TO DO IN CASE OF ELECTRIC SHOCK



- a.** If the victim seems held by the current or is still in contact with it
- 1° Don't touch the victim. You might get a shock, too!
 - 2° Disengage the victim from the electric current by
 - cutting the power at the source or
 - using a nonconductive object to free the victim from the energy source without touching him or her directly.
 - 3° Call an ambulance
 - 4° A witness to the accident should always accompany the victim to emergency.
- b.** If the victim is unconscious, has stopped breathing or has no detectable pulse after being released from the current
- 1° Call for help and dial 112.
 - 2° Perform cardiopulmonary resuscitation (CPR) until the ambulance arrives. A severe electric shock may cause cardiac arrest. But if the heart is uninjured, CPR can be extremely effective.

2.4 FIRE HAZARDS



Fires start when a **flammable and/or a combustible material**, in combination with a sufficient quantity of an **oxidizer** such as oxygen, gas, or another oxygen-rich compound (though non-oxygen oxidizers exist that can replace oxygen), is exposed to a **source of heat or ambient temperature** above the flash point for the fuel/oxidizer mix, and is able to sustain a rate of rapid oxidation that produces a **chain reaction**.

This is commonly called the **fire tetrahedron**. Fire cannot exist without all of these elements in place and in the right proportions. For example, a flammable liquid will start burning only if the fuel and oxygen are in the right proportions.

Fire can be extinguished by removing any one of the elements of the fire tetrahedron.

The fire can be extinguished by any of the following:

- Turning off the gas supply, which removes the fuel source.
- Covering the flame completely, which smothers the flame as the combustion uses both the available oxidizer (the oxygen in the air) and displaces it from the area around the flame with CO₂.
- Application of water, which removes heat from the fire faster than the fire can produce it (similarly, blowing hard on a flame will displace the heat of the burning gas from its fuel source).
- Application of a retardant chemical such as halon to the flame, which retards the chemical reaction itself until the rate of combustion is too slow to maintain the chain reaction.



There are six classes of fire:

- A** As a rule, **class A** fires are the fires of solid materials of organic nature (such as cloth, wood, paper, cardboard, furniture ...), rubber and various plastics.
- B** The **class B** fires are, as a rule, fires of the flammable or combustible liquids, such as petrol, oil, paint, kerosene and grease.
- C** The **class C** fires are the fires of the inflammable gases, like propane, butane, acetylene and so on.
- E** The **class D** fires are fires of burning metals like aluminium, magnesium, titanium, potassium or sodium.
- D** **Class E** fires include the combustion of electrical equipment, such as appliances, wiring, circuit breakers and outlets. This is no longer used on the basis that, when the power supply is turned off, an electrical fire can fall into any of the remaining five categories.
- F** **Class F** fires involve cooking fat and oil.

A **fire extinguisher** is a portable container usually filled with special chemicals for putting out a fire.

According to the standard BS EN 3, fire extinguishers in Europe are red RAL 3000, and a band or circle of a second colour covering between 5-10% of the surface area of the extinguisher indicates the contents.

LOCATIONS FOR FIRE EXTINGUISHERS:

- Near an exit
- Visible location
- High on a wall
- Out of children's reach
- Away from heat sources
- No more than 23 m away from a Class A (a ordinary combustibles) hazard
- No more than 15 m away from a Class B (flammable liquids) hazard
- Kitchen
- Laundry room
- Workshop
- Garage
- Top basement stairwell

						
Water / Water + additive	●					
AFF Foam	●	●				
Carbon Dioxide		●		●		
ABC Powder	●	●	●	●		
Specialist Powder					●	
Wet Chemical	●					●



PREVENTATIVE ACTIONS: keeping the workplace in order and maintaining cleanliness; managing disposal of waste; installing fire detection systems; and implementing emergency and evacuation plans.

www.hydroquebec.com/security/que_faire_choc

3

ENVIRONMENTAL HEALTH HAZARDS

3.1 PHYSICAL HAZARDS: NOISE, VIBRATIONS, LIGHTING, TEMPERATURE, RADIATIONS



NOISE

Hearing is a series of events in which sound waves in the air produce electrical signals and cause nerve impulses to be sent to the brain where they are interpreted as sound.

Sound is what we hear. Noise is unwanted sound. The difference between sound and noise depends upon the listener and the circumstances. Rock music can be a pleasurable sound to one person and an annoying noise to another. In either case, it can be hazardous to a person's hearing if the sound is loud and if one is exposed long and often enough.

Noise is one of the most common occupational health hazards. In heavy industrial and manufacturing environments, as well as in farms and cafeterias, permanent hearing loss is the main health concern. Annoyance, stress and interference with speech communication are the main concern in noisy offices, schools and computer rooms.

HOW CAN I TELL IF MY WORKPLACE IS TOO LOUD?

If you answer yes to any of the following questions, the workplace may have a noise problem.

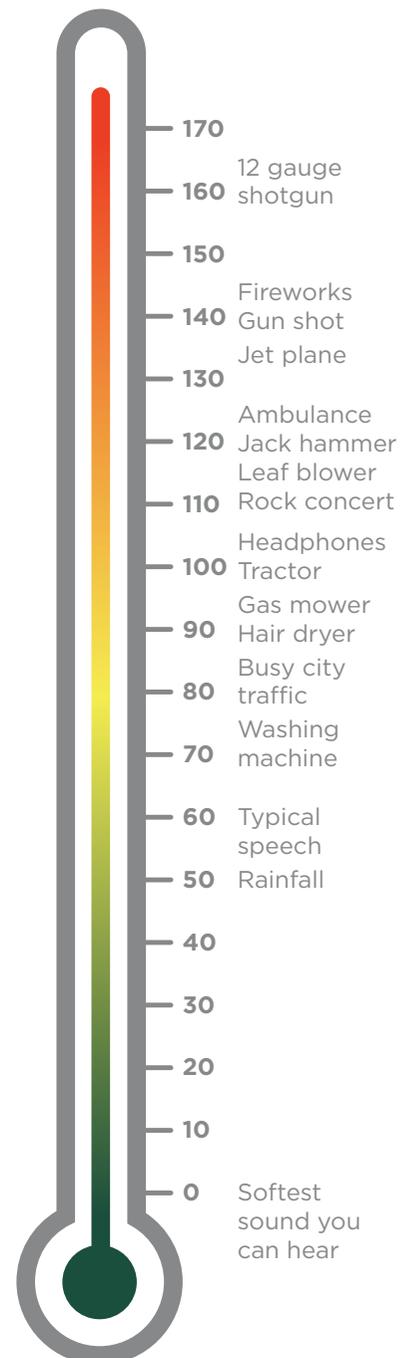
- Do people have to raise their voices?
- Do people who work in noisy environments have ringing in their ears at the end of a shift?
- Do they find when they return home from work that they have to increase the volume on their car radio higher than they did when they went to work?
- Does a person who has worked in a noisy work place for years have problems understanding conversations at parties or restaurants or in crowds where there are many voices and "competing" noises?

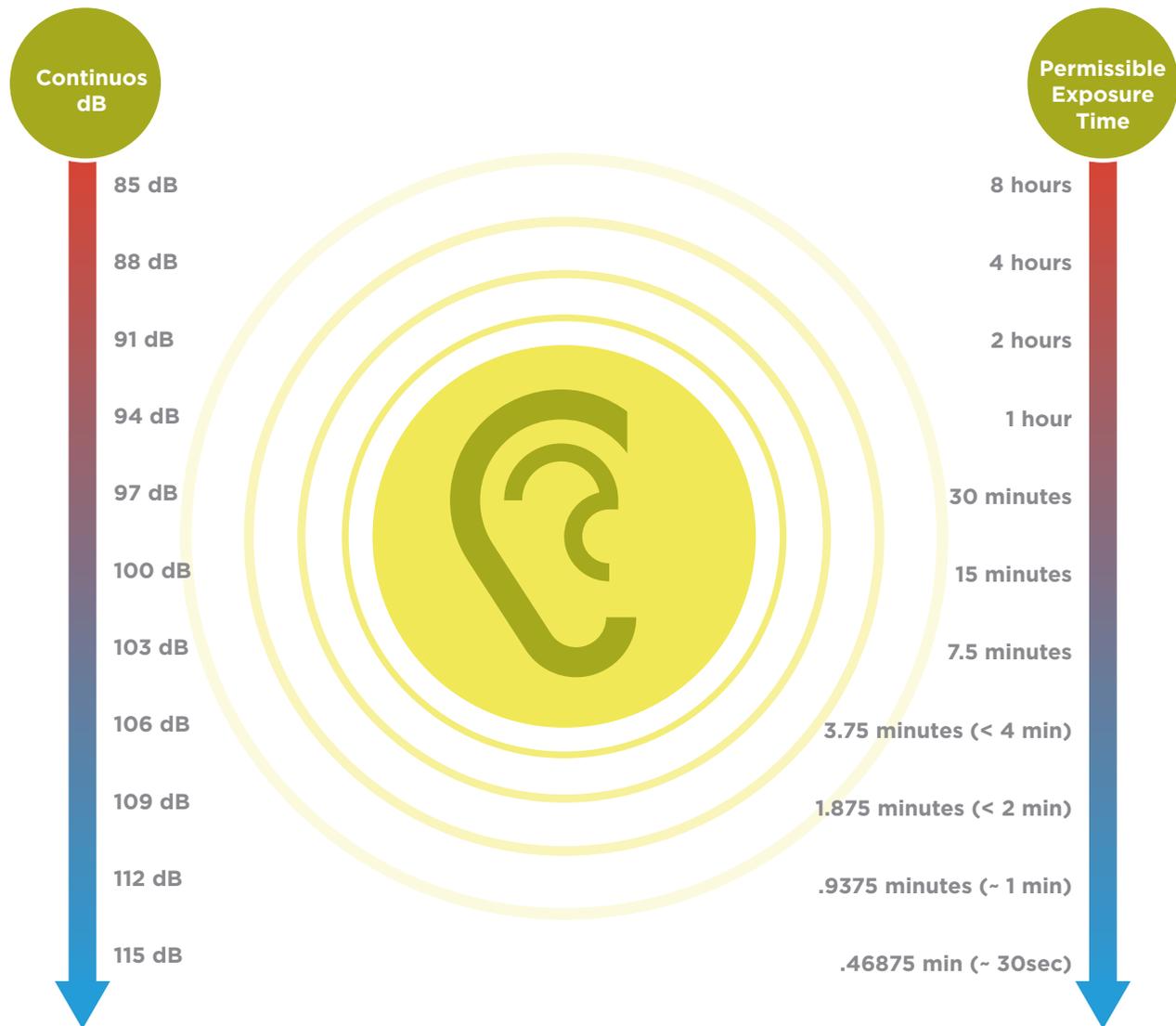
If there is a noise problem in a workplace (RD 286/2006), then a noise assessment or survey should be undertaken to determine the sources of noise, the amount of noise, who is exposed and for how long.

Sound pressure is the amount of air pressure fluctuation a noise source creates. We "hear" or perceive sound pressure as **loudness**. We use decibel (dB, or tenth (deci) of a Bel or dB scale.

Exposure Time Guidelines

The following chart sets out the accepted standards for recommended permissible exposure time to continuous noise, according to NIOSH and CDC, 2002. For every 3 dB over 85dBA, the permissible exposure time before possible damage can occur is cut by half.





A person with hearing loss may perceive normal or typical speech as a whisper. Everything shifts up.



Noise exposure can have two kinds of effects on health, namely non-auditory effects and auditory effects.

Non-auditory effects include stress, related physiological effects (nervousness, aggressiveness), behavioural effects, sleep disorders, digestive problems, disorders in the respiratory and cardiovascular systems and safety concerns.

Auditory effects include hearing impairment resulting from excessive noise exposure (acoustic trauma, tinnitus (the ringing in your ears), temporary hearing loss, permanent hearing loss).

Noise-induced permanent hearing loss is the main concern related to occupational noise exposure.

www.hse.gov.uk/noise/demonstration



The Spanish Royal Decree 286/2006 regulates the occupational exposure noise limits and the preventative actions that must be taken:

NOISE LEVELS	PREVENTATIVE ACTIONS
Fewer than 80 dB with the highest reaching 135 dB at one given time	No actions are needed
Over 80 dB with the highest reaching 135 dB at one given time	Give information and training to workers Noise assessment every 3 years Workers' health survey every 5 years Provide PPE hearing protective devices to the workers
Over 85 dB with the highest reaching 137 dB at one given time	Give information and training to workers Noise assessment every year Workers' health survey every 3 years PPE, hearing protective devices, must be worn Compulsory safety signs Adopt technical measures to reduce the noise

VIBRATIONS

An object vibrates when it moves back and forth, up and down, or side to side, usually very rapidly.

Vibration describes the physical energy from a vibrating object, and also what we feel when that energy is transmitted to us.

There are two types of vibration that employees are exposed to in the workplace. Both have potential to cause injury. The two different types are:

1 Hand-arm Vibration

This is vibration that is transferred to the body through hand tools, or hand/arm contact with anything that is vibrating.

The recommended 8 Hour Average is $<2.5 \text{ m/s}^2$

2 Whole Body Vibration

This is vibration that is transferred to the body by standing or sitting on a vibrating surface.

The recommended 8 Hour Average is $<0.5 \text{ m/s}^2$

Table of exposure limits:

	DAILY EXPOSURE MEASURE VALUE	DAILY EXPOSURE LIMIT VALUE
Hand-arm Vibration	2.5 m/s ² A(8)	5 m/s ² A(8)
Whole Body Vibration	0.5 m/s ² A(8)	1.15 m/s ² A(8)

The values are measured using a formula which works out the average (A) exposure over an 8 hour day: A(8)

CLASSIFICATION OF VIBRATIONS ACCORDING TO FREQUENCY		
FREQUENCY	MACHINE/TOOL	HARMS
Very low frequency 1 Hz	Passenger transportation: car rolling, ship, plane, train...	Dizziness and vomiting. Nervous system disorders.
Low frequency 1-20 Hz	Urban passenger transport vehicles, commercial vehicles, tractors and agricultural machinery, wheelbarrows, public works machinery	Back problems, lumbar pains and slipped discs, impingements
High frequency 20-1000 Hz	Air-powered machines, hand rotary tooling (polishers, chainsaws, pneumatic jack-hammer, etc.)	Arthritis, wrist injuries



Hand-Arm vibration can cause a variety of symptoms which can include: tingling/numbness in the fingers; white fingers; decreased in sense of touch; pain and cold sensations in the hands; and loss of grip strength.

Exposure to whole body vibration can contribute to the development of chronic back pain. Being exposed to elevated levels of whole body vibration can also cause a variety of other symptoms, including: abdominal pain, discomfort, chest pain, nausea, loss of balance, disc displacement and disc degeneration.



PREVENTATIVE ACTIONS: training and information regarding the appropriate precautions and on the personal and collective protection measures that are to be taken, limiting the duration of exposure, insulating machines, developing maintenance programmes for equipment and systems and undertaking workers' health surveillance.

LIGHTING

The lighting in your workplace should enable employees to comfortably see what they need to do their tasks.

Proper workplace lighting is essential to any good business:

- ✓ it allows employees to comfortably see what they're doing, without straining their eyes or their bodies
- ✓ it makes work easier and more productive
- ✓ it draws attention to hazardous operations and equipment
- ✓ it helps prevent costly errors and accidents

Proper lighting, on the other hand, creates a pleasant atmosphere and gives workers a sense of well-being. This improves their productivity and efficiency.

Proper lighting is also required under RD 486/1997.

To assess whether lighting is sufficient in your workplace, consider these factors:

- human factors
- area to be lit
- tasks to be done
- equipment and furniture used in tasks

There must be sufficient light in the workplace to ensure the safety of every worker. And, there must be adequate back up lighting in an emergency or power failure.

To realize the benefits of proper lighting, it is important to maintain your lighting systems and train your workers in how to use them.

Table 1 shows examples of recommended lighting levels by areas and tasks. Lux is the unit of measurement for luminance. Luminance is the amount of light that falls on a surface.

TABLE 1. Recommended lighting levels depending on the task and the area

TASK/AREA	RECOMMENDED RANGE OF LUMINANCE (LUX)
Simple visual tasks: Lobby area, washrooms, loading onto trucks	30-100
Medium visual tasks: Bookkeeping, filing, receiving and packing	300-1,000
More visually demanding tasks: Colour inspection, proof reading, fine bench or machine work, sewing, watch and jewellery making	3,000-10,000



Poor lighting makes it hard for employees to see and can lead to visual fatigue and discomfort. It can also lead to neck and back pain, if the worker adopts poor posture (for example, if he or she constantly leans forward to see the work). Insufficient lighting also creates a dreary environment.



PREVENTATIVE ACTIONS: maintaining lighting systems and training workers in how to use them, using preferably natural light, using task lighting if necessary, avoiding contrast, maintaining the adequate amount of light, however, should not be excessively brighter than the general level of brightness to avoid causing glare for the worker and others working nearby, controlling glare.

Automatic emergency lighting, powered by an independent source (generator), should be provided where sudden loss of light would create a risk. Exit lights, for example, must always be lit when the building is occupied. And, emergency lighting must provide at least 10 lux, on average, at floor or tread levels in exits, exit routes, stairs, and underground walkways.

TEMPERATURE

Temperatures in the workplace are covered by the RD 486/1997, which place a legal obligation on employers to provide a “reasonable” temperature in the workplace:



For sedentary jobs between
17 - 27 °C



For physical jobs between
14 - 25 °C

But there is more to it than just room temperature.

Thermal comfort is defined as: *‘That condition of mind which expresses satisfaction with the thermal environment.’*

So the term ‘thermal comfort’ describes a person’s psychological state of mind and is usually referred to in terms of whether someone is feeling too hot or too cold.

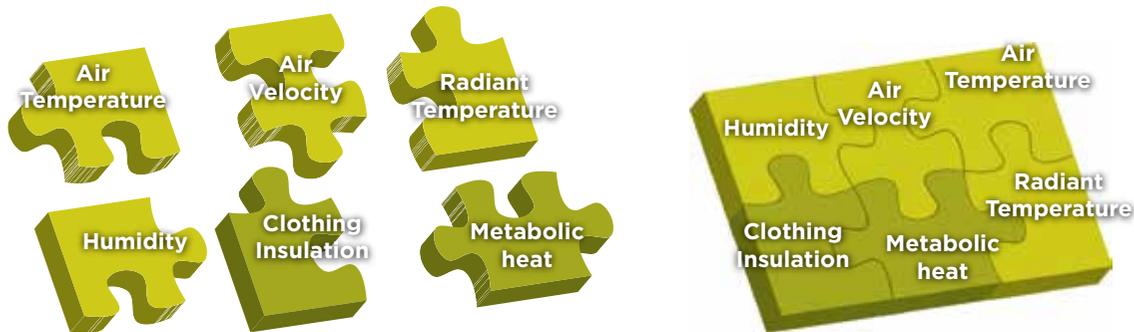
The six factors affecting thermal comfort are both environmental and personal. These factors may be independent of each other, but together contribute to a worker’s thermal comfort.

Environmental factors

- **Air temperature:** this is the temperature of the air surrounding the body. It is usually given in degrees Celsius (°C).
- **Radiant temperature:** is the heat that radiates from a warm object (the sun; fire; electric fires; furnaces; steam rollers; ovens; walls in kilns; cookers; dryers; hot surfaces and machinery, molten metals etc.)
- **Air velocity:** this describes the speed of air moving across the worker and may help cool the worker if it is cooler than the environment.
- **Humidity:** if water is heated and it evaporates to the surrounding environment, the resulting amount of water in the air will provide humidity.

Personal factors

- **Clothing Insulation:** Thermal comfort is very much dependent on the insulating effect of clothing on the wearer.
- **Metabolic heat:** It describes the heat that we produce inside our bodies as we carry out physical activity.



HEAT STRESS

Can affect individuals in different ways, and some people are more susceptible to it than others.

Typical symptoms are: inability to concentrate, muscle cramps, heat rash, severe thirst - a late symptom of heat stress, fainting; heat exhaustion (fatigue, giddiness, nausea, headache, moist skin), heat stroke (hot dry skin, confusion, convulsions and eventual loss of consciousness); this is the most severe disorder and can result in death if not detected at an early stage.



COLD STRESS

Hypothermia is a type of cold stress. Symptoms of hypothermia can vary depending on how long you have been exposed to the cold temperatures.

Early Symptoms are: shivering, fatigue, loss of coordination, confusion and disorientation.

Late Symptoms are: no shivering, blue skin, dilated pupils, slowed pulse and breathing, loss of consciousness. death if not detected at an early stage.



PREVENTATIVE ACTIONS: firstly acting on the source (heat or cold), secondly on the thermal environment, and finally using personal protective equipment.

Drinking water frequently and adjusting the work schedule to help cope better with extreme temperature.

RADIATION

Radiation is the complete process in which energy is emitted by one body, transmitted through an intervening medium or space, and absorbed by another body (RD 783/2001). Radiation can be classified as either ionising or non-ionising according to whether or not ionise ordinary chemical matter.

The main difference between **ionising** and **non-ionising** radiation is in the amount of energy the radiation carries. Ionising radiation carries more energy than non-ionising radiation and causes damage to cells and tissues (changes the composition or structure of cells).

Radiation poisoning has a negative impact on the body. Radiation is known to damage and kill nerve cells and blood vessels.

IONISING RADIATIONS

These include X-rays, gamma rays and particulate radiation (alpha, beta and neutron radiation) produced from X-ray sets or radioactive substances.



These are more harmful for the body but, on the other hand, they have their benefits to the human body (cancer treatment, medical tests...).

NON-IONISING RADIATION (NIR)

It is the term used to describe the part of the electromagnetic spectrum covering two main regions, namely optical radiation (ultraviolet (UV), visible and infra-red) and electromagnetic fields (EMFs) (power frequencies, microwaves and radio frequencies).



Symptoms include diarrhoea, vomiting, bleeding, burns, eye injuries, cancer and even death.



PREVENTATIVE ACTIONS: implementing safety regulations for working with radiation, or proximal to radiation sources, including exposure limits, safety signs, personal monitoring equipment, and the proper restricting of contaminated work sites. Personal monitoring equipment must be supplied by employers.

3.2 CHEMICAL HAZARDS

Chemicals are part of modern life, and we are likely to encounter them every day.

Chemicals are used in many places and in many different ways, including in factories, shops, laboratories, offices, farms and in the home and garden. The chemicals you use at work may include products you buy to use in your core business, or in maintaining your equipment, or in general cleaning.

Toxicity is the degree to which a substance can damage an organism.

Toxicity of a substance can be affected by many different factors

- The pathway of administration (whether the toxin is applied to the skin, ingested, inhaled, injected, absorbs parenterally, via eye mucous)
- The time of exposure (a brief encounter or long term)
- The number of exposures (a single dose or multiple doses over time)
- The physical form of the toxin (solid, liquid, gas)
- The genetic makeup of an individual
- An individual's overall health
- And many others

Important factors relating to chemicals

- **Occupational exposure limit value (OELV):** this is a concentration of a chemical in workplace air to which most people can be exposed without experiencing harmful effects, according to the National Institute for Health and Safety in the Workplace (INSHT).
- **Chemical inventory:** this is a list of all the chemicals you have in your workplace.
- **Label:** all chemicals should be supplied with a label on the container which clearly identifies the chemical and its hazards.
- **Chemical Abstracts Service (CAS) number**
This is a unique identifying number which is assigned to each chemical. Where you encounter more than one chemical or trade name for the same chemical, you can use this number to definitively identify the chemical.
- **Safety data sheet (SDS)**
This is a document that must be provided to you with all hazardous chemicals. It provides useful information on the chemical hazards, advice on safe handling, use and storage, and the emergency measures to be followed in case of an accident.



Chemical agents can cause:

- **Physical hazards:** oxidising, explosive, flammable, highly flammable, or extremely flammable, corrosive chemicals and pressure vessel cylinders, liquids or gases.
- **Environmental hazards**
- **Health problems:** acute toxicity, serious eye injury, eye irritation, skin irritation, skin rashes, skin sensitisation and respiratory sensitisation, carcinogenic, germ cell mutagenic, toxic to reproduction, negative effect on breast feeding...



PREVENTATIVE ACTIONS:

- Determine which hazardous substances are present in the workplace.
- Prevent or control exposure to the hazardous substances to as low a level as is reasonably practical.
- Adopt appropriate hygiene measures.
- Provide information, training and consultation to employees.
- Apply collective protection measures at the source of the risk, such as ventilation and appropriate organisational measures.
- Apply individual protective measures
- Arranging and cleaning the working place.
- Make health surveillance available to employees such as correct storage, handling, use and disposal procedures.

Introduction to GHS - Pictograms



3.3 BIOLOGICAL HAZARDS

Infections at work are those created by exposure to harmful micro-organisms such as bacteria, fungi, viruses, internal parasites, and other infectious proteins known as prions (prions are responsible for the transmissible spongiform encephalopathies in a variety of mammals). These are called 'biological agents' in health and safety legislation.

 You may be harmed by micro-organisms:

- by **being infected** with the micro-organism (salmonella-salmonellosis, virus of influenza...)
- by **being exposed** to toxins produced by the micro-organism (the staphylococcus aureus produces a toxin that causes vomiting and digestive disorders)
- by **having an allergic reaction** to the micro-organism or substances it produces (anisakis: it's a parasite in the fish that causes allergy and digestive disorders)

They have the ability to adversely affect human health in a variety of ways, ranging from relatively mild, allergic reactions to serious medical conditions, even death.

MICRO-ORGANISMS	DEFINITION	ILLNESSES
Virus (biological structure)	An ultramicroscopic (20 to 300 nm -nanometers- in diameter), metabolically inert, infectious agent that replicates only within the cells of living hosts, mainly bacteria, plants, and animals.	<ul style="list-style-type: none"> • AIDS • Rabies • Hepatitis B, C, A • Typhus • Influenza
Bacteria (living being organism)	Ubiquitous one-celled organisms, spherical, spiral, or rod-shaped and appearing singularly or in chains.	<ul style="list-style-type: none"> • Tuberculosis (TB) • Dysentery, • Tetanus • Malta fever

MICRO-ORGANISMS	DEFINITION	ILLNESSES
Protozoa	Any of a large group of single-celled, usually microscopic, eukaryotic organisms, many of which are mobile. Some protozoa are human parasites, causing diseases.	<ul style="list-style-type: none"> • Malaria • Amoebiasis • Giardiasis • Toxoplasmosis
Fungi	Large group of eukaryotic organisms that includes microorganisms such as yeasts and moulds, as well as the more familiar mushrooms.	<ul style="list-style-type: none"> • Mycosis fungoides • Tinea (infections of the skin or nails caused by fungi and appearing as itching circular patches) • Athlete's foot
Worms	Any of various invertebrates, having a long, flexible, rounded or flattened body, often without obvious appendages.	<ul style="list-style-type: none"> • Hookworm infection

Activities that may involve exposure to biological agents include, but are not limited to:

- Work in food production plants
- Work in agriculture
- Work in health care, including isolation and post mortem units
- Work in clinical, veterinary and diagnostic laboratories
- Work in refuse disposal plants
- Work in sewage purification installations
- Work activities where there is contact with animals or products of animal origin (or both)



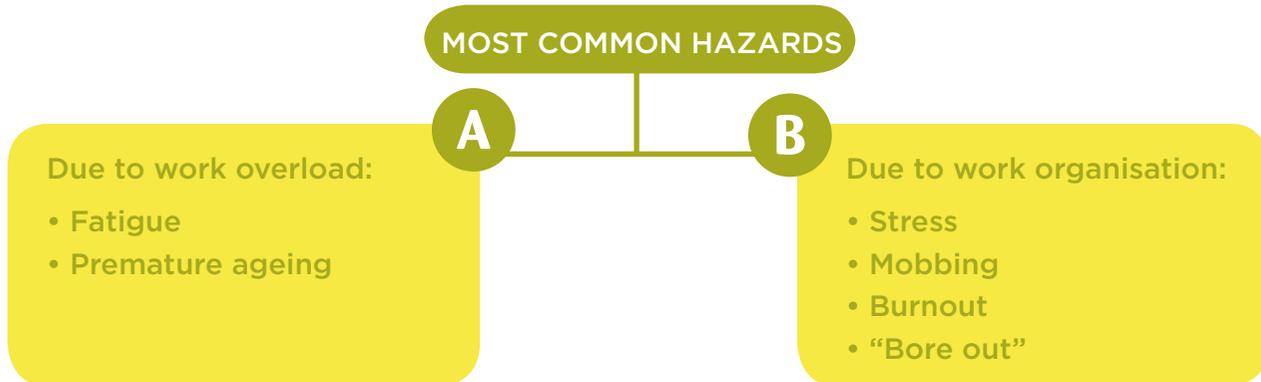
Where it is not technically possible to prevent exposure to biological agents, actions to be taken so as to reduce the risk of exposure and to ensure the control of any remaining risk so as to protect the worker should include:

PREVENTATIVE ACTIONS:

- Provide training and information on the appropriate precautions and on the personal and collective protection measures that are to be taken.
- Keep the number of employees exposed or likely to be exposed to a biological agent as low as possible.
- Use both collective protection measures and individual protection measures where exposure cannot be avoided by other means.
- Use hygiene measures compatible with the aim of preventing or reducing the accidental transfer or release of a biological agent from the workplace.
- Use the bio-hazard sign and other relevant warning signs.
- Use means for safe collection, storage and disposal of waste by employees, including the use of secure and identifiable containers, after suitable treatment where appropriate.
- Make arrangements for the safe handling and transport of a biological agent within the workplace.

4

PSYCHOSOCIAL HAZARDS



A

WORK OVERLOAD

There are two types of work overload: being asked to do too much work and being asked to do work that is too difficult.

Work overload is a stressor frequently noted by people across countries and occupations. It has been linked to a variety of behavioural, physical, and psychological strains.



Overload produces **fatigue** that in the long run can have **detrimental effects on health and well-being**.



PREVENTATIVE ACTIONS: on the organisation’s side, reduction of overload might require redesign of the job, reduction of constraints, hiring of more employees, or reducing the amount of work to be done; or training employees to increase their efficiency and skill/s.

B

WORK ORGANISATION

Basically, an organisation in its simplest form is a person or group of people intentionally organized to accomplish an overall, common goal or set of goals.

In a business it is how the work is carried out including how to do the tasks and human relationships.

The consequences of a bad work organisation are:

STRESS

Job stress can be defined as the harmful physical and emotional responses that occur when the requirements of the job do not match the capabilities, resources, or needs of the worker. Job stress can lead to poor health and even injury.



THE SYMPTOMS OF STRESS ARE: stress-related disorders encompass a broad array of conditions, including psychological disorders (depression, anxiety, post-traumatic stress disorder) and other emotional disturbances (dissatisfaction, fatigue, tension, etc.), maladaptive behaviours (aggression, substance abuse), and cognitive impairment.

Stress is also associated with physical symptoms including increased heartbeat, swiftness of breath, dry mouth, and sweaty palms and over the longer term, digestive upset and cramp.



Organizational change



Stress management



A healthy workplace

Reduced stress disorders
Satisfied and productive workers
Profitable and competitive organizations

Stress is the second most reported work-related health problem, affecting 22% of workers from EU 27 (in 2005).



PREVENTATIVE ACTIONS (How to change the organisation to prevent job stress):

- Ensure that the workload is in line with workers' capabilities and resources.
- Design jobs to provide meaning, stimulation, and opportunities for workers to use their skills.
- Clearly define workers' roles and responsibilities.
- Provide opportunities for social interaction among workers.
- Improve communications - reduce uncertainty about career development and future employment prospects.
- Establish work schedules that are compatible with demands and responsibilities outside the job.
- Give workers opportunities to participate in decisions and actions affecting their jobs.

MOBBING

Bullying in the workplace is a repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

Mobbing, as described by Herr Zucker, shows itself in three ways, (1) by employees against a colleague, (2) by employees against a subordinate and (3) by employees against a superior.



THE SYMPTOMS OF MOBBING ARE: victims of workplace mobbing frequently suffer from: adjustment disorders, somatic symptoms (e.g., headaches or irritable bowel syndrome), psychological trauma, post-traumatic stress disorder and major depression.



PREVENTATIVE ACTIONS: promoting a pleasant working environment in an adequate business culture.

First the employer should be aware of the nature of mobbing and its effect on employees at all levels. He must have good systems for monitoring and investigating the conduct of employees at all levels and for timely consultation and action without the need to wait for employees to complain.

Timing is crucial, because the nature of the conduct is such that, if action is delayed, relations between employees and the harm to the victim are likely to become beyond repair.

BURNOUT

Burnout is a psychological term that refers to long-term exhaustion and diminished interest in work.

Burnout is a state of emotional, mental, and physical exhaustion caused by excessive and prolonged stress. It occurs when you feel overwhelmed and unable to meet constant demands. As the stress continues, you begin to lose the interest or motivation that led you to take on that certain role in the first place.



THE SYMPTOMS OF BURNOUT ARE: sense of failure and self-doubt, feeling helpless, trapped, and defeated, detachment, feeling alone in the world, loss of motivation, increasingly cynical and negative outlook and decreased satisfaction and sense of accomplishment.



PREVENTATIVE ACTIONS: while individuals can cope with the symptoms of burnout, the only way to truly prevent burnout is through a combination of organisational change and education for the individual. Organisations address these issues through their own management development, but often they engage external consultants to assist them in establishing new policies and practices supporting a healthier work life.

A better connection on workload means assuring adequate resources to meet demands as well as work/life balances that encourage employees to revitalize their energy.

A better connection on values means clear organisational values to which employees can feel committed.

A better connection on community means supportive leadership and relationships with colleagues rather than discord.

“BORE OUT”

“Bore out” is a management theory (2007) that poses that lack of work, boredom, and consequent lack of satisfaction are a common malaise affecting individuals working in modern organisations, especially in office-based white collar jobs.

“Bore out” consists of three elements: boredom, lack of challenge, and lack of interest. The authors disagree with the common perceptions that a demotivated employee is lazy; instead, they claim that the employee has lost interest in work tasks.

This theory implies the employee is dissatisfied and demotivated in the workplace. Employees who suffered from this disease are under challenged, uninterested, and spend hours each day simulating work. These employees have given up and become resigned to their situation, suffering what is effectively the opposite of office burnout.

“Bore out” lowers morale, productivity, and profits.



THE SYMPTOMS OF “BORE OUT” ARE: consequences of chronic boredom for employees include dissatisfaction, fatigue as well as ennui and low self-esteem, while for the business itself there are the problems of an unnecessary financial burden, high levels of sick leave and low company loyalty.

The paradox of boreout is that despite hating the situation, employees feel unable to ask for more challenging tasks, to raise the situation with superiors or even look for a new job.



PREVENTATIVE ACTIONS (The authors of this theory do however propose a solution): first, one must analyse one’s personal job situation, then look for a solution within the company and finally if that does not help, look for a new job.

5

PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE stands for Personal Protective Equipment. PPE means any device or appliance designed to be worn or held by an individual for protection against one or more health and safety hazards (RD 1470/1992 and RD 733/1997).

The fundamental principle is that personal protective equipment (PPE) should only be used as a last resort.

Where PPE is provided, employees must be informed of the risks against which they are being protected by the PPE.

Employees must also be provided with suitable information, instruction and training (including training in the use, care or maintenance of PPE) to enable them to make proper and effective use of any PPE provided for their protection.

Employees should use PPE properly whenever it is required to be used.

Any item of PPE imposes a barrier between the wearer/user and the working environment. This can create additional strains on the wearer; impair their ability to carry out their work and create significant levels of discomfort. Any of these can discourage wearers from using PPE correctly, therefore placing them at risk of injury, ill-health or, under extreme circumstances, death.

Good ergonomic design can help to minimise these barriers and can therefore help to ensure safe and healthy working conditions through the correct use of PPE.

CHARACTERISTICS OF THE PPE

- Effective
- Innocuous or harmless
- Ergonomic



Agents wearing Level B hazmat suits

6

SAFETY SIGNS, SYMBOLS AND COLOUR CODES

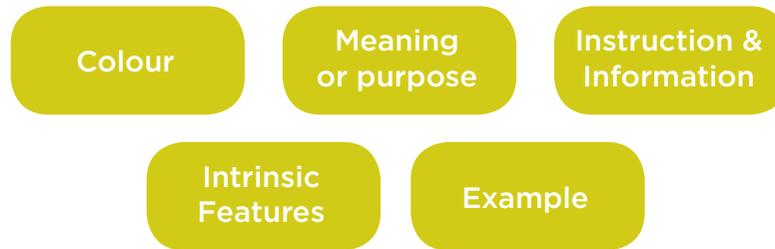
The use of symbols and graphical images is a simple safety system used to convey safety messages at a glance.

Colours and symbols appropriately used can provide ever-present information and warnings of hazards which are essential to safety at work, and in some instances may be independent of language.

A **safety and/or health sign** is **information or instruction** about health and safety at work on a **signboard**, a **colour**, an **illuminated sign** or **acoustic signal**, a **verbal communication** or **hand signal**.

A signboard is a combination of shape, colour and symbol or pictogram made visible by adequate lighting and which may have supplementary text.

Signboards, including fire safety signs, are designed as follows:



COLOUR	MEANING OR PURPOSE	INSTRUCTION & INFORMATION	INTRINSIC FEATURES	EXAMPLE
RED	Prohibition Danger alarm	Dangerous behaviour; stop; shutdown; emergency; cut-out devices; evacuate	Round shape; black pictogram on white background; red edging and diagonal line; red part to be at least 35% of the area of the sign	
YELLOW or AMBER	Warning	Be careful; take precautions; examine	Triangular shape; black pictogram on yellow background with black edging; yellow part to be at least 50% of the area of the sign	
BLUE	Mandatory	Specific behaviour or action e.g. wear personal protective equipment	Round shape; white pictogram on blue background; blue part to be at least 50% of the area of the sign	

COLOUR	MEANING OR PURPOSE	INSTRUCTION & INFORMATION	INTRINSIC FEATURES	EXAMPLE
GREEN	Emergency escape; first aid No danger	Doors; exits; escape routes equipment and facilities Return to normal	Rectangular or square shape; white pictogram on green background; green part to be at least 50% of the area of the sign	
RED (fire-fighting signs)	Fire fighting equipment	Identification & location	Rectangular or square shape; white pictogram on red background; red part to be at least 50% of the area of the sign	



Where the marking of dangerous locations is deemed necessary (e.g. highlighting the edge of a raised platform or area or restricted heights) yellow & black or red & white stripes may be used.

Regulation includes requirements for work equipment to incorporate any warning or warning devices necessary for reasons of health and safety. This could include the use of **acoustic signals and illuminated signs** instead of conventional signboards.

When acoustic signals or illuminated signs need to be activated (either automatically or in line with other safety arrangements) it is important they remain so for as long as the danger exists.



EXERCISES

1 Look on the internet “Manuales básicos de prevención de riesgos laborales”. Look for your professional group (Hospitality and catering) and download it. Read it and discuss the most significant hazards and risks with your classmates.

2 What are the most frequent hazards and risks in the workplace?

3 Classify the classes of fire:

- Fire of power line
- Petrol
- Solid materials of organic nature
- Titanium
- Butane gas.

4 Check the signboards in your college and classify them in: prohibition/danger alarm, warning, mandatory, emergency escape, first aid and fire fighting.

5 What are the meaning of the following Safety Signs and Signals?



- 6 Research in your college the preventative irregularities in safe and safety and report the type of risk, the irregularity, the legal norm related to the irregularity and possible harms. Take photos where possible to demonstrate the findings.

Fill in the chart below:

RISK	IRREGULARITY	NORM	HARM	PREVENTATIVE ACTION



unit
3

RISK IN THE WORKPLACE

1. RISK MANAGEMENT
2. HEALTH AND SAFETY MANAGEMENT PLAN (PLAN DE PREVENCIÓN)
 - 2.1 Risk assessment
 - 2.2 Risk response planning (Planificación de la acción preventiva)
3. MODALITIES OF RISK MANAGEMENT ORGANISATION WITHIN THE COMPANY
 - 3.1 Employer retains ownership
 - 3.2 Appointment of employees
 - 3.3 In-House Risk Management Service
 - 3.4 External Risk Management Service
 - 3.5 Joint Risk Management Service
4. WORKERS' REPRESENTATIVES IN HEALTH AND SAFETY AT WORK
 - 4.1 Health and safety delegates
 - 4.2 Health and safety committee
5. SELF-PROTECTION PLAN
 - 5.1 Emergency Action Plan
6. LABOUR RISK MANAGEMENT AGENCIES

VOCABULARY

TO ACCOMPLISH Lograr, conseguir
ACTUAL Real
AGENCY Organismo
TO ALLEVIATE Aliviar
ALLOCATED TIME Asignado, adjudicado
TO APPOINT Nombrar
ASSEMBLY POINT Punto de reunión
ASSIGNMENT Designación, nombramiento
TO AUDIT Auditar, inspeccionar
BENCHMARK Punto de referencia
BREACHED infracción, quebrantamiento
BRUISE Moratón, cardenal
TO CARRY OUT Llevar a cabo, ejecutar
COLLECTIVE BARGAINING Convenio colectivo
COMMANDER Jefe
COUNCIL DIRECTIVE Directiva del consejo
COUNTER MEASURE Contra medida
DEVOTED Dedicado
TO DRAW ON Utilizar, valerse de, aprovechar
TO DRAW UP Redactar, planear, idear
DRILL Simulacro
EMERGENCY ATTEMPT Conato de emergencia
EMERGENCY RESPONSE TEAMS Equipos de emergencia
EMPLOYER RETAINS OWNERSHIP Asunción por parte del empresario
TO ENCOURAGE Alentar, promover, estimular, animar
EFFECTIVENESS Eficacia
ENTITLED Facultados
TO FIRE Despedir
TO FORESEE Prever
FULFILLMENT Cumplimiento, ejecución
HEADCOUNT Dotación, plantilla nómina
TO HIRE Contratar
IN-HOUSE Propio, de la empresa
INFRINGEMENT Vulneración, violación
JOINT Mancomunada, entre varios
JOINT BODY Órgano colegiado, junta

KEY ROLES Funciones principales
LACERATIONS Magulladura, herida, corte
TO LIAISE Colaborar, cooperar
LIFE EXPECTANCY Esperanza de vida
LIKELIHOOD Probabilidad
MANAGEMENT BOARD Dirección de la empresa
MEANS Medios
MODELING Modelado, ser modelo
OCCURRENCE Incidente, suceso
OFF-SITE Afueras
OUTLINED Descrito, reflejado
TO PERFORM Realizar, llevar a cabo
PERSONNEL REPRESENTATIVES Representantes de los trabajadores
PIN POINT Precisar, señalar
TO POSE Proponer, plantear
PREMISE Local, dependencia
QUARTER BASIS Trimestramente
SCHEDULING Planificación, programación
SELF-PROTECTION PLAN Plan de autoprotección
RISK ASSESSMENT Evaluación de riesgos
THEREOF De eso, de esto
TO TRIGGER Disparar, hacer saltar
TO UPGRADE Actualizar, mejorar
VACCINATION Vacunación
WHEREAS Considerando que
WRIST Muñeca (miembro del cuerpo)
WORKMATE Compañero de trabajo
WORK-RATE Ritmo de trabajo

1

RISK MANAGEMENT

Some hazards and their controls will be specifically outlined in legislation. In all cases, the employer has a duty of due diligence and is responsible for taking all reasonable precautions, under the particular circumstances, to prevent injuries or accidents in the workplace (Spanish Labour Risk Management Act / Ley de Prevención de riesgos Laborales).

Risk management is about taking practical steps to protect people from real harm and suffering. This must be approved by the board of directors of the company and outlined in a document, “Health and Safety Management Plan”, that must be available to the labour authority, health authorities and the workers’ representatives.

2

HEALTH AND SAFETY MANAGEMENT PLAN (PLAN DE PREVENCIÓN)

This Health and Safety Management Plan defines how risks associated with work will be identified, analysed, and managed. It outlines how risk management activities will be performed, recorded, and monitored, and provides templates and practices for recording and prioritising risks by the Risk Manager and/or Risk Management Team.

The employer must have in place written this plan that, as a minimum, includes:

- ✓ **Company identification information** (area of operation, workplace characteristics and number of workers).
- ✓ **Company’s organisation structure** (functions and responsibilities of the different hierarchical levels related to labour risk prevention).
- ✓ **Organisation of the production** (technical processes, practices and procedures related to health and safety).
- ✓ **Company’s prevention organisation** (type of preventive action and existing workers’ representative bodies).
- ✓ **Policy, objectives and preventive targets**, as well as the **required resources** (economical, technical, material, human) to achieve them.

2.1 RISK ASSESSMENT

Risk assessments are very important as they form an integral part of a good occupational health and safety management plan.

In practical terms, a risk assessment is a thorough look at the workplace to identify those things, situations, processes, etc., that may cause harm, particularly to people. After identifi-

cation is made, it has to be evaluated how likely and severe the risk is, and then decide what measures should be taken to effectively prevent or control the harm from happening.

Assessments should be done by a competent team of individuals who have a good working knowledge of the workplace. Staff should be involved always include supervisors and workers who work with the process under review as they are the most familiar with the operation.

Risk assessment is the process where the employer:

1

Identify hazards and gather them up on a check-list.

2

Analyse and evaluate the risk associated with that hazard.

There is no one simple or single way to determine the level of risk.

One option is to use a table similar to the following as established by The National Institute for Safety and Hygiene at Work:

Classify the risks according to the magnitude of the potential harm and the probability that the loss will occur.

SEVERITY OF HARM

Severity is a measure of how serious the injury, ill-health or damage to the environment could be as a consequence of unsafe working.

Minor (slightly harmful):

- Cuts, bruises, scratches, eye irritation because of dust.
- Aches and pains: headache, discomfort.

Moderate (harmful):

- Lacerations, burns, shocks, serious sprains, minor fractures.
- Deafness, dermatitis, asthma, musculoskeletal disorders, disease that leads to minor disability.

Major: (extremely harmful):

- Amputations, major fractures, poisoning, multiple injuries, fatal injuries.
- Cancer and chronic diseases that shorten life expectancy.

LIKELIHOOD

Likelihood is a measure of how likely it is that an accident or ill-health could happen.

Unlikely: the risk seldom happens (below 30% probability of occurrence).

Likely: the risk sometimes happens (between 30% and 70% probability of occurrence).

Very likely: the risk very often or always happens (above 70% probability of occurrence).

Likelihood ↑	Very likely	Acceptable risk Medium 2	Unacceptable risk High 3	Unacceptable risk Extreme 4
	Likely	Acceptable risk Low 1	Acceptable risk Medium 2	Unacceptable risk High 3
	Unlikely	Acceptable risk Low 1	Acceptable risk Low 1	Acceptable risk Medium 2
	What is the chance it will happen?	Minor	Moderate	Major
		Harm, how serious is the risk? →		

Acceptable risk is a risk that is understood and tolerated usually because the cost or difficulty of implementing an effective countermeasure for the associated vulnerability exceeds the expectation of loss.

RISK LEVEL	ACTIONS AND TIMING
Acceptable risk (low and tolerated)	No additional actions are required unless they can be implemented at very low cost (in terms of time, money, and effort). Arrangements should be made to ensure that the controls are maintained.
Acceptable risk (medium)	Risk reduction measures should be implemented within a defined time period. Arrangements should be made to ensure that controls are maintained.
Unacceptable risk (high)	Risk reduction measures should be implemented urgently within a defined time period and it might be necessary to consider suspending or restricting the activity. Considerable resources might have to be allocated to additional control measures. Arrangements should be made to ensure that controls are maintained.

RISK LEVEL	ACTIONS AND TIMING
Unacceptable risk (extreme)	<p>These risks are unacceptable.</p> <p>Substantial improvements in risk control measures are necessary so that the risk is reduced to a tolerable or acceptable level.</p> <p>The work activity should be halted until risk controls are implemented to reduce the risk, so that it is no longer very high. If it is not possible to reduce the risk, the work should remain prohibited.</p>

EXAMPLE 1



A young person has started a mobile phone repairing service business. Is he/she obliged to carry out a Risk Assessment in the business?

Answer:

Yes, the Labour Risk Management Act obliges anyone who starts up a business to carry out a Risk Assessment, regardless of the activity or the size of the business.

It must be carried out with the start of the business activity and must be repeated periodically whenever the work conditions or machinery change, or when any worker has suffered from any harm.

EXAMPLE 2



A young girl works as a telephone operator in a heating and cooling business technical service; her tasks are to take the customers' phone calls and give the notifications to the technicians.

The office where she works is very small and sometimes she hits her body against the tables and chairs. There is no window in the office and therefore no natural light and the artificial light is insufficient (she suffers from pain in her eyes). The premise has no ventilation.

The chair she uses is not adjustable and because she is short she cannot put her feet onto the floor while she's sitting.

Lately she is suffering from pain in her wrists and the traumatologist has diagnosed her wrist tendon inflammation.

At present she works alone in the office because her workmate is on a sick leave and has a high workload. Although the company is going to hire another worker, it hasn't hired anyone yet.

According to the risk assessment carried out by an external risk management service, the hazards at work for this telephone operator and the precautions that should be taken are:

HAZARDS	RISKS	PRECAUTIONS
Safety hazards	<ul style="list-style-type: none"> Hits herself on objects Physical workload 	<ul style="list-style-type: none"> Redistribution of interior spaces, taking away furniture not in use Adjustable chair and adjustable footrest Use of palm rest
Environmental physical hazards	<ul style="list-style-type: none"> Visual fatigue due to poor lighting Thermal discomfort because of lack of ventilation 	<ul style="list-style-type: none"> Improve lighting system, introducing more lamps and luminaires or lights with more intensity Implementation of an artificial ventilation system
Psychosocial hazards	<ul style="list-style-type: none"> Stress due to work overload 	<ul style="list-style-type: none"> Check or review the company's hiring policy

Fill in the National Institute for Safety and Hygiene at Work, (Instituto Nacional de Seguridad e Higiene en el Trabajo-INSHT) Risk Assessment form, estimating and assessing the risks at work in this business.

RISK ASSESSMENT (POSITION OF ADMINISTRATIVE ASSISTANT)											
RISK IDENTIFICATION	LIKELIHOOD			SEVERITY			RISK LEVEL				ACTION REQUIRED
	U	L	VL	MIN	MO	MA	LOW	ME-DIUM	HIGH	EX-TREME	
Hits with objects		x		x			x				Redistribution of interior spaces
Physical workload			x		x				x		Adjustable chair and footrest
Stress			x		x				x		Review the company's hiring policy
Visual fatigue		x			x			x			Introduce luminaires with more intensity

RISK ASSESSMENT (POSITION OF ADMINISTRATIVE ASSISTANT)											
RISK IDENTIFICATION	LIKELIHOOD			SEVERITY			RISK LEVEL				ACTION REQUIRED
	U	L	VL	MIN	MO	MA	LOW	ME-DIUM	HIGH	EX-TREME	
Thermal discomfort		x		x			x				Implementa-tion of an artificial ventilation system

2.2 RISK RESPONSE PLANNING (PLANIFICACIÓN DE LA ACCIÓN PREVENTIVA)

Once the risk assessment is done the next step will be the risk response planning.

A written workplace risk response planning should outline which methods are being used to control the exposure and how these controls will be monitored for effectiveness.

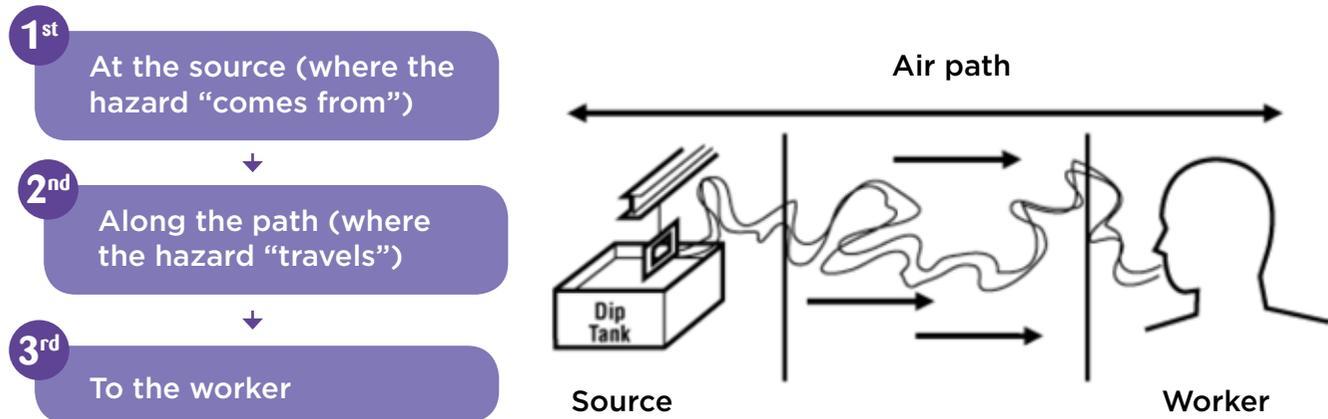
The aim is to adopt measures to avoid or reduce those risks, prioritising the actions depending on the level of risk and the number of workers exposed, and fixing a time limit for carrying them out.

According to the Council Directive 89/391/ECC of June 1989 and to article 15 of the Labour Risks Management Act:

The employer shall implement the measures on the basis of the following general principles:

- ✓ Avoiding risks, for instance, avoid working in a noisy environment.
- ✓ Evaluating the risks which cannot be avoided.
- ✓ Combating the risks at the source and reducing risks to a minimum.
- ✓ Adapting the work to the individual, especially with regards to the design of work places, the choice of work equipment and the choice of working and production methods, with a view, in particular, to alleviate monotonous work and work at a predetermined work-rate and to reduce the effects on health.
- ✓ Adapting to technical progress, for instance, replace a machine for a new modern machine with more protection for workers.
- ✓ Replacing the dangerous with the non-dangerous or the less dangerous, e.g., replace a flammable chemical agent for another less combustible.
- ✓ Developing a coherent overall prevention policy which covers technology, organisation of work, working conditions, social relationships and the influence of factors related to the working environment, for instance, carrying out vaccination campaigns and medical check-ups.
- ✓ Giving collective protective measures priority over individual protective measures.
- ✓ Giving education and training to the workers.

Controls should be placed following this order:



3 RISK MANAGEMENT ORGANISATION WITHIN A BUSINESS

The Regulation of Risk Management Services / Reglamento de los Servicios de Prevención (RD 604/2006) establishes that the employer can choose among different risk management organisation modalities:

3.1 EMPLOYER RETAINS OWNERSHIP

This modality can be adopted when:

- Companies have a maximum 10 workers (25 if the company has only one workplace) and whenever the activity carried out by the company is low hazard.
- The employer works regularly in the workplace and has suitable training capabilities.

If the employer cannot take personal responsibility on certain risk management actions, e.g., health surveillance, another organisation modality must be used for these specific areas.

3.2 APPOINTMENT OF EMPLOYEE/S

The employer may appoint one or several workers whenever:

- The workers possess training capabilities according to the tasks they must carry out.
- The company is not obliged to create its "In-House Risk Management Service".
- The employer does not retain ownership of the risk management organisation.

Risk management actions that cannot be assumed under this modality will be developed by one or more, internal or external, risk management services.

3.3 IN-HOUSE PREVENTION SERVICE

This modality must be chosen under certain conditions (at least one of them):

- The business must have more than 500 employees.
- Businesses with between 250 and 500 employees which perform activities with a special danger.
- Whenever the labour authority determines a business is obliged (for companies defined in Risk Management Service Rules (RSP) Annex I, with specific activities involving special risk) or depending on the number of work accidents in the business, unless the company decides to outsource the risk management organisation.

This modality must be carried out by trained workers and with the necessary resources. An annual report and scheduling of activities must be drawn up and at the disposal of the competent authorities.

3.4 EXTERNAL RISK MANAGEMENT SERVICE

A specialised enterprise provides this service externally, so that the company develops the activities related to risk management which are legally demanded. In Spain a good example of these enterprises are the “mutual insurance companies”.

The enterprise providing the External Risk Management Service must be accredited by the Labour Administration, and it cannot have any kind of commercial or financial link with the company that is receiving the service.

There is a legal obligation for a company to contract an External Risk Management Service:

- When the internal designation of one or two Health and Safety delegates is not enough to carry out the risk management activity needed.
- When the risk management of the company is only partially developed.
- When the company is not obliged to create its own in-house risk management service.

Companies that do not hire an external risk management service for all their activities must have their risk management system audited every 5 years or whenever the labour authority requires it.

The most common resource for both micro-enterprises and small enterprises is an external risk management service, while in-house risk management services are much more common among larger companies.

3.5 JOINT RISK MANAGEMENT SERVICE

A joint risk management service can be adopted when:

- Different businesses belong to the same industry.
- The businesses perform their activities in the same building or a specific geographic area.

There must be a consultation with the workers’ representatives of every business concerned.

4

WORKERS' REPRESENTATIVES IN HEALTH AND SAFETY (H&S) AT WORK

According to the Law 31/1995 - employee representatives for H&S matters fall into one of two categories: prevention delegates and/or H&S committee members.

The rights and responsibilities of prevention delegates and H&S committee are also regulated by this law. However, these responsibilities could be assigned to other specific bodies if a different agreement is reached through collective bargaining.

4.1 HEALTH AND SAFETY DELEGATES

In most cases, H&S delegates are designated by and among personnel representatives. The number of H&S delegates in a company depends on the number of employees, according to the following scale:

NUMBER OF WORKERS IN THE BUSINESS	NUMBER OF H&S DELEGATES IN THE BUSINESS
From 11 to 30 workers	1 (this will be the personal delegate)
From 31 to 49 workers	1
From 50 to 100 workers	2
From 101 to 500 workers	3
From 501 to 1,000 workers	4
From 1,000 to 2,000 workers	5
From 2,001 to 3,000 workers	6
From 3,001 to 4,000 workers	7
From 4,001 onwards	8

According to the 31/1995 Act, the key roles of the H&S delegates are as follows:

- Collaborate with the management board to improve risk management in the company.
- Promote cooperation amongst workers to apply H&S regulations.
- Represent the workers for all decisions regarding article 33 of the LRPL (the management board must consult the H&S delegate/s prior to making any decisions related to H&S).
- Control and survey the fulfillment of H&S regulations.

The guarantees of the H&S delegates are:

- If a serious infringement had been committed by a H&S delegate, the workers council and the rest of the delegates have the right to be heard.
- Have priority in relation to their permanence within the company in case of redundancy for technological or economic circumstances (ERE).
- Not to be discriminated against due to their role as the H&S delegate.
- Not to be fired nor punished during their mandate and the year after (disciplinary causes are not included).
- Inform, publish and distribute anything related to any aspect of risks management.
- Have allocated time within their working hours to perform their responsibilities and functions:

NUMBER OF HOURS	NUMBER OF WORKERS IN THE COMPANY
15	At least 100
20	From 101 to 250
30	From 251 to 500
35	From 501 to 750
40	750 onwards

- Time devoted to information and training in H&S is always considered as part of the working day (the employer is responsible for the information and training of the H&S delegates and must update training as new risks arise).

4.2 HEALTH AND SAFETY COMMITTEE

With regards to the **H&S Committee**, the Law states that this body must exist in all companies or workplaces **with 50 or more employees**.

This H&S committee is a **joint body composed equally by workers' H&S representatives (H&S delegates) and employers**.

The responsibilities of the H&S Committee are the following:

- Participate in the elaboration, implementation and evaluation of risk management plans.
- Promote initiatives regarding measures for effective risk response and suggest the improvement of existing deficiencies.

The rights of the H&S committee are:

- Know the real situation of the company concerning hazard control measures, by visiting the workplace.
- Know all reports on working conditions needed for the development of its tasks.
- Know and analyse all incidences on workers' health.
- Know and be informed about annual reports and planning regarding hazard control.

5

SELF-PROTECTION PLAN

A Self-Protection Plan can be simply understood to be a system of control and security management to prevent and control the risks over persons and goods. It gives an appropriate reaction to emergency situations and to guarantee the integration of these actions with the Public Civil Protection (art.1.2 - R.D.393/2007).

The Self-protection plan is mandatory by law for:

- Education facilities, health centres, care facilities (nursing homes, disabled housing...).
- Manufacturing industries, storage and distribution centres.
- Transport and energy companies.
- Public shows and amusement parks.

The self-protection plan shall be a periodically updated document to adapt to changes through three main action guides:

- Evaluation of risk situations.
- Make an inventory of the existing resources.
- Establish the route action to be taken.

The RD 393/2007, 23rd March refers to the self- protection basic norms for work places, establishments, and premises involved in activities that may give rise to emergency situations and sets **the contents of self-protection plan:**

- ✓ 1. Owner's and site identification
- ✓ 2. Detailed description of the business activity and its environment
- ✓ 3. Risks inventory, analysis and evaluation
- ✓ 4. Inventory and description of self-protection measures and resources

- ✓ 5. Implement an installation maintenance program
- ✓ 6. Emergency action plan
- ✓ 7. Integration of self-protection plan in higher level plans
- ✓ 8. Self-protection plan implementation
- ✓ 9. Evaluate the effectiveness and make upgrades to self-protection plan

It will also include a technical report from an architect with their expert opinion on the building condition, together with recommended actions for improvement.

5.1 EMERGENCY ACTION PLAN

A wide variety of emergencies both man-made and natural may require a workplace to be evacuated. These emergencies include - fires, explosions, floods, earthquakes, hurricanes, tornadoes, toxic material releases, radiological and biological accidents, civil disturbances and workplace violence.



An emergency action plan (EAP) is a written document which purpose is to facilitate and organise employer and employee actions during workplace emergencies. It is compulsory for all bussiness.



Well developed, emergency plans and proper employee training (such that employees understand their roles and responsibilities within the plan) will result in fewer and less severe employee injuries and less structural damage to the facility during emergencies. A poorly prepared plan will likely lead to a disorganised evacuation or emergency response, resulting in confusion, injury, and property damage.

An emergency plan must include:

- Identification and classification of emergencies.
- Protocols for emergency action.
- Identification of emergency response teams.

5.1.1 Evacuation Plan

Emergency evacuation plan is a part of the emergency action plan. A wide variety of emergencies both man-made and natural may require a workplace to be evacuated.

These emergencies include: fires, explosions, floods, earth quakes, hurricanes, tornadoes, toxic, material releases, radiological and biological accidents, civil disturbances and workplace violence.



Emergency evacuation is the immediate and rapid movement of people away from the threat or actual occurrence of a hazard.

Emergency evacuation plans are developed to ensure the safest and most efficient evacuation time of all expected residents of a premises.

A benchmark “evacuation time” for different hazards and conditions is established. These benchmarks can be established through using best practices, regulations, or using simulations, such as modeling the flow of people in a building, to determine the benchmark.

Evacuation drills must be carried out at least once every twelve months.

EMERGENCY EVACUATION PROTOCOL

- On hearing an evacuation alarm, or on instruction of emergency control personnel, immediately cease all activity. Do not run.
- Assist any person in immediate danger, but only if safe to do so.
- If practical, and only if safe to do so, secure any activity or process that may become hazardous or suffer damage if left unattended as a consequence of evacuation.
- Act in accordance with directions given by emergency control personnel and evacuate the building immediately.
- Assist with the general evacuation if directed to do so by emergency control personnel.
- Assist with the evacuation of disabled occupants.
- In a fire, do not use a lift to evacuate a building and close the doors.
- Move calmly to the nominated evacuation assembly area and do not leave the evacuation assembly area until the all clear has been given.
- Follow the instructions of relevant emergency services personnel and emergency control personnel.

6

LABOUR RISK MANAGEMENT AGENCIES

Related to Health and Safety at work, the main agency in the **European Union is the European Agency for Health and Safety at Work.**

www.osha.europa.eu/fop/spain/es/

The main international agency is the **International Labour Organisation**.
www.ilo.org/global/lang-es

In Spain, the national agencies that ensure health and safety at work are:

- **The National Institute for Safety and Hygiene at Work:**
Its guiding mission is to analyse and search the work conditions, promoting and supporting good work conditions. It collaborates and transmits information to the European Union institutions, particularly with the European Agency for Health and Safety at Work.
- **The National Commission for Safety and Hygiene at Work** is an advisory body for health and safety at work.
- **Spanish Network of Health and Safety at Work** www.insht.es
- **Occupational Health and Safety Foundation** www.funprl.es

Its aim is to promote good conditions related to health and safety at work, especially in small companies. It provides training, gives information and technical support, and promotes the fulfillment of the Labour Risk Management Act.



EXERCISES

- 1** Peter works as a telephone-operator and he does not feel comfortable at work because his chair, desk and the computer screen are old and out of date.

What are the general principles of labour risk management that should be taken into account to solve this problem?
- 2** Lesley is a H&S delegate in the company where she works.

Does she have any priority to stay in the company in case there is a restructure in the company (ERE)?
- 3** A 27-year-old worker has been crushed to death by an eight-ton container in a factory. The victim has been working for the company for one year.

What general principles of labour risk management do you think could have been breached in this case?

- 4 In the “Fireworks Everywhere plc.” company there are 8 employees. The main activity of the business consists of the production and commercialisation of pyrotechnic articles, and it is considered a dangerous or hazardous activity according to the law.

The company’s management does not know how to organise the risk management action in the company.

What risk management organisation modality would you recommend for this company?

- 5 The average age of the “Star Building Company Ltd” personnel is between 25 and 35 years old. One of the employees, who works as a designer, is pregnant.

The company management and the H&S delegates by mutual agreement and, without any consultation with the health surveillance department of the external risk management service, decided there was no risk for the worker at the workplace, and notified the external risk management service of its findings.

Is this action correct?

- 6 The company “No Danger Ltd” has an emergency action plan. Phillip and Louise, who work there, don’t really know what an emergency plan is and what is it for. The company has never given them any information about it.

Similarly, they do not know what the protocols in case of an evacuation are, because they have never taken part in an evacuation drill exercise.

Furthermore, there is so much noise in the factory premises that if the evacuation alarm sounds, they would not be able to hear it and signage indicating evacuation routes and emergency exits are not observed.

What are the irregularities uncovered in this company?

unit 4

FIRST AID

- 1. FIRST AID**
- 2. OPERATIONAL PRINCIPLES IN THE EVENT OF AN ACCIDENT**
 - 2.1 First aid steps
 - 2.2 Triage
- 3. FIRST-AID KIT**
- 4. BASIC LIFE SUPPORT**
- 5. FIRST AID TECHNIQUES IN RESPONSE TO THE MOST COMMON ACCIDENTS**
 - 5.1 Burns and scalds
 - 5.2 Bleeding
 - 5.3 Bone fractures
 - 5.4 Sprains
 - 5.5 Luxations
 - 5.6 Choking
 - 5.7 Wounds
 - 5.8 Loss of consciousness
- 6. TRANSPORT OF CASUALTIES**

VOCABULARY

ADHESIVE TAPE	Españador	PROTRUDING	Saliente, protuberante
ASTRIDE	A horcajadas	PUFF	Soplo
BANDAGE	Vendaje	RATE	Ritmo, velocidad
BLADE	Filo, cuchilla	TO RECEDE	Retroceder, recular, hundirse
BLISTER	Ampolla	THIGH	Muslo
TO BUILD UP	Desarrollar, reforzar	THREATENING	potencialmente, fatal
BRUISING	Moretones, contusiones	TO THRUST	push, force
BUTTOCKS	Glúteos	SCALD	Escaldadura, quemadura
CASUALTY	Accidentado	TO SEAL	Sellar, cerrar
CHIN	Barbilla, mentón	SETTEE	sofa, canapé, diván
CHOKING	Asfixia, ahogamiento	SEIZURE	Ataque
TO CLENCH	Apretar, agarrar, asir	TO SHIFT	Mover, desplazar
TO CLING	To stick, adherente	SHOCK	Conmoción, choque
COMPLETION	end, finishing	SLING	Cabestrillo
COTTON WOOL	Celvosa	TO SNAP	break with noise
TO CREEP	Reptar, arrastrarse	TO SNIFF	Oler, olfatear
DELAYED	Retrasado, atrasado	SNUG	Ajustado, ceñido
TO DISPLAY	Mostrar, exponer	TO SORT	Ordenar, clasificar
DRAMATICALLY	Radicalmente	SPARK	Chispa
DRESSING	Apósito, relleno	SPLINT	Tablilla, entablillar
DROWNING	Ahogamiento	SPOT	Lugar
EMBED	Incrustado	SPRAIN	Esguince
EMPHASIZING	Dejar todo bien claro	TO SPURT	Salir a chorro
FATAL	Letal, mortal	STERILE PLASTER	Apósito adhesivo
BANDAGE	Vendaje	STRAIN	Esfuerzo, tensión, presión, distensión
FLUFFY	Peludo	STREAM	Chorro
GAUZE	Gasa	TO SWEEP	Barrer, arrastrar
GRAZE	Roce, rasguño	SWIFTLY	Rápidamente
TO HEAL	Curar, sanar	TO TILT	Reclinar, inclinar
LIMB	Miembro	TIMELINE	Cronograma
MICRO PORE	Españador, microporoso	TIP	Punta, final
MILD	leve	TWEEZERS	Pinzas
TO OOZE	Flow slowly	UNDULY	Excesivamente
PADDING	Relleno, abuttamiento	UPON	Tras, después
PADS	Parches	WATERPROOF PLASTER	Tirita impermeable
PARAMOUNT	Supremo, sumo	WINDPIPE	Traquea
PINCH	Pellizcar	WORKMATE	Compañero de trabajo, colega
PLASTERS	Tiritas		
PROMPT	Mover, forzar		

1

FIRST AID

First aid is the **provision of initial care for an illness or injury**. It is usually performed by non-expert, but trained personnel to a sick or injured person until definitive medical treatment can be accessed.

Certain self-limiting illnesses or minor injuries may not require further medical care past the first aid intervention.

It generally consists of **a series of simple, and in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment**.

Every year many people die, or are seriously injured in accidents. Many of these deaths could be prevented if first aid was given at the scene of the accident before emergency services arrive.

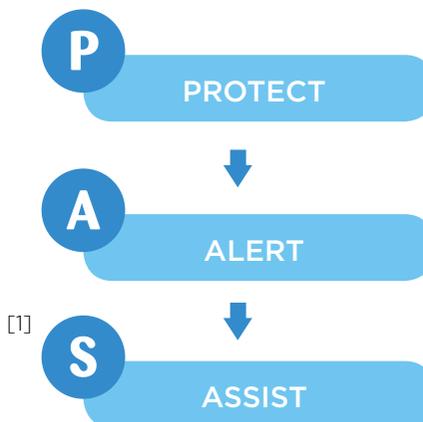
2

GENERAL PRINCIPLES IN THE EVENT OF AN ACCIDENT

2.1 FIRST AID STEPS

IF SOMEONE IS INJURED IN AN ACCIDENT:

- First check that you and the casualty are not in any danger. If you are, make the situation safe.
- When it is safe to do so, dial 112 for an ambulance, if necessary.
- Carry out basic first aid.



^[1] In Spanish: socorrer.

While giving first aid it is important to remember the following principles:

- Keep calm.
- Act swiftly.
- Reassure the casualty and keep them calm.
- Do not move the casualty - unless it is necessary to make the situation safe.
- Cover the casualty to avoid them getting cold.
- Do not give the casualty anything to drink.
- Do not leave the casualty alone.

EXAMPLE 1



A worker in a wastewater treatment plant notices that his workmate is lying on the floor due to a sulphuric gas emission.

According to the first aid steps, what actions must be carried out by this worker?

Solution:

Before assisting the casualty, the worker will **protect himself** by wearing a mask and then will **protect the casualty** by taking him away from the hazardous area. The next step is to **call the emergency services (112)** and report where the accident took place, the type of accident and the number of people injured. The worker must identify himself and must be the last to hang up in case it is necessary to repeat any information.

Eventually, the worker will **assist the casualty** by first monitoring their vital signs and then providing any other assistance deemed appropriate..

2.2 TRIAGE

Simple triage is usually used at the scene of an accident or “mass-casualty incident” (MCI), in order to sort patients into those who need critical attention and immediate transport to hospital and those with less serious injuries.

This step can be started before transportation becomes available.

Upon completion of the initial assessment by medical or paramedical personnel, each patient may be labelled in order to identify the patient, display assessment findings, and identify the priority of the patient’s need for medical treatment and transport from the emergency scene.

At its most primitive, patients may be simply marked with colour flagging tape or with marker pens. Pre-printed cards for this purpose are known as a triage tag.

The four colors of triage:

Black	Expectant	Pain medication only until death
Red	Immediate	Life threatening injuries
Yellow	Delayed	Non-life threatening injuries
Green	Minimal	Minor injuries



RED TAG	YELLOW TAG	GREEN TAG	BLACK TAG
Asphyxia	Patients in coma	Fracture of a long bone	Deceased casualties
Major bleeding with shock	Respiratory control problems	Muscular injury	Fatal injuries
Penetrating wound in thorax	Wounds in thorax	Contusions	Multi organ failure
Cardiopulmonary arrest	Brain injury	Minor burns	

3

FIRST-AID KIT

Businesses with more than 50 workers or, a business where the labour authority has determined that work activities involve high hazards, must have a first-aid room.

All businesses must have a first-aid box in the workplace. The decision on what to provide will be influenced by the findings of the first-aid needs assessment.

4

BASIC LIFE SUPPORT



Basic life support (BLS) is the level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital.

When a person experiences cardiac arrest - whether due to heart failure in adults and the elderly or an injury such as near drowning, electrocution or severe trauma in a child - the heart goes from a normal beat to an arrhythmic pattern called ventricular fibrillation, and eventually ceases to beat altogether.

This prevents oxygen from circulating throughout the body, rapidly killing cells and tissue. In essence, **Cardio** (heart) **Pulmonary** (lung) **Resuscitation** (revive, revitalize) serves as an artificial heartbeat and an artificial respirator.



CPR TIMELINE

- 0-4 mins. brain damage unlikely
- 4-6 mins. brain damage possible
- 6-10 mins. brain damage probable
- over 10 mins. probable brain death

It is during those critical minutes that CPR can provide oxygenated blood to the victim's brain and the heart, dramatically increasing his chance of survival.

Let's begin by emphasizing the very first step of Basic Life Support

It is critical to remember that dialing 112 may be the most important step you can take to save a life.



Provide operator with:

- 1 Your location
- 2 Your phone number
- 3 Type of emergency
- 4 Victim's condition



If someone besides you is present, they should dial 112 immediately. If you're alone with the victim, try to call for help **prior to starting CPR on an adult and after a minute on a child**. Before we learn what to do in an emergency, we must first emphasize what not to do:

- DO NOT leave the victim alone.
- DO NOT try make the victim drink water.
- DO NOT throw water on the victim's face.
- DO NOT prompt the victim into a sitting position.
- DO NOT try to revive the victim by slapping their face.

ADULT CPR



Always remember to exercise solid common sense!

When faced with an emergency situation we may act impulsively and place ourselves in harm's way. Although time should not be wasted, only approach the victim after determining that the scene is safe: **always check for any potential hazards before** attempting to perform CPR.

Before you start any rescue efforts, you must remember to check the victim for **responsiveness**.

If you suspect that the victim has sustained spinal or neck injury, do not move or shake him. Otherwise, shake the victim gently and shout "Are you okay?" to see if there is any response. If the victim is someone you know, call out his name as you shake him. If there is no response, immediately dial 112 and check the victim for **circulation**.

CIRCULATION



Carotid artery

"C" is for CIRCULATION. In order to determine if the victim's heart is beating, place two fingertips on his carotid artery, located in the depression between the windpipe and the neck muscles, and apply slight pressure for several seconds.

If there is no pulse then the victim's heart is not beating, and you will have to perform chest **compressions**.

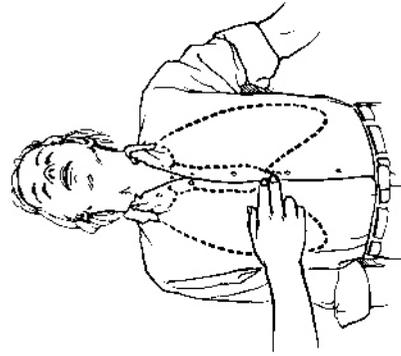
COMPRESSIONS

When performing chest compressions, proper hand placement is very important. To locate the correct hand position place two fingers at the sternum (the spot where the lower ribs meet) then put the heel of your other hand next to your fingers (Figure 1).

Place one hand on top of the other and interlace the fingers (Figure 2). Lock your elbows and using your body's weight, compress the victim's chest. The depth of compressions should be at least 5,08 cm. Remember: **2 hands, 5.08 cm** (Figure 3).

Count aloud as you compress 30 times at the rate of about 3 compressions for every 2 seconds or approximately **100 compressions per minute**.

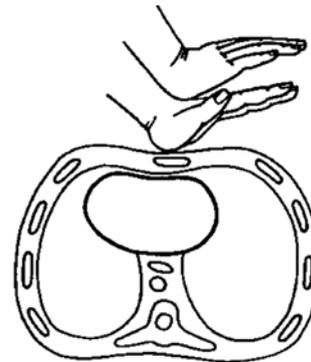
Chest compressions will supply blood flow to the heart and the brain but if victim remains unresponsive you will need to check their **airway**.



1. Locate sternum



2. Proper hand placement

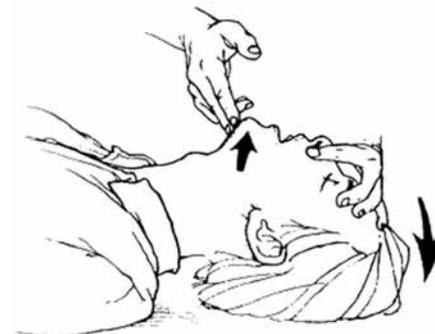


3. Two hands, 5.08 cm

AIRWAY

“A” is for AIRWAY. If the victim is unconscious and is unresponsive, you need to make sure that his airway is clear of any obstructions. If you determine that the victim is not breathing, then something may be blocking his air passage. The tongue is the most common airway obstruction in an unconscious person.

With the victim lying flat on his back, place your hand on his forehead and your other hand under the tip of the chin (Figure 1). Gently tilt the victim's head backward.



1. Tilt head



2. Open airway

In this position the weight of the tongue will force it to shift away from the back of the throat, opening the airway (Figure 2).

If the person is still not breathing on his own after the airway has been cleared, you will have to assist him **breathing**.



1. Give two breaths

BREATHING

Note: you may skip this step if performing "compression only" CPR.

"B" is for BREATHING. With the victim's airway clear of any obstructions, gently support his chin so as to keep it lifted up and the head tilted back. Pinch his nose with your fingertips to prevent air from escaping once you begin to ventilate and place your mouth over the victim's, creating a tight seal (Figure 1).

As you assist the person in breathing, keep an eye on his chest. Try not to over-inflate the victim's lungs as this may force air into the stomach, causing him to vomit. If this happens, turn the person's head to the side and sweep any obstructions out of the mouth before proceeding.

Give **two** full breaths. Between each breath allow the victim's lungs to relax - place your ear near his mouth and listen for air to escape and watch the chest fall as the victim exhales (Figure 2).



2. Let victim exhale



ADULT CPR QUIZ

YOU SHOULD CHECK THE VICTIM FOR RESPONSIVENESS BY:	IF THE VICTIM REMAINS UNRESPONSIVE, YOU SHOULD:
<ul style="list-style-type: none"><input type="radio"/> Using smelling salts.<input type="radio"/> Shaking him and shouting, "Are you okay?"<input type="radio"/> Pouring cold water on his face.<input type="radio"/> All of the above.	<ul style="list-style-type: none"><input type="radio"/> Dial 1-1-2 before starting CPR.<input type="radio"/> Start CPR before dialing 1-1-2.<input type="radio"/> Wait to see if the victim regains consciousness.<input type="radio"/> None of the above.
TO CHECK IF THE VICTIM IS BREATHING, YOU SHOULD:	THE MOST COMMON AIRWAY OBSTRUCTION IS:
<ul style="list-style-type: none"><input type="radio"/> Listen for exhaled air.<input type="radio"/> Watch for his chest to rise and fall.<input type="radio"/> Feel for exhaled air.<input type="radio"/> All of the above.	<ul style="list-style-type: none"><input type="radio"/> Dentures.<input type="radio"/> Food.<input type="radio"/> The tongue.<input type="radio"/> None of the above.
THE TECHNIQUE USED TO CLEAR THE VICTIM'S AIRWAY IS:	CHECK FOR CIRCULATION BY FEELING FOR PULSE AT THE:
<ul style="list-style-type: none"><input type="radio"/> Lift chin up, tilt head back.<input type="radio"/> Push chin down, tilt head forward.<input type="radio"/> Lift chin up, turn head sideways.<input type="radio"/> None of the above.	<ul style="list-style-type: none"><input type="radio"/> Jugular vein.<input type="radio"/> Heart.<input type="radio"/> Carotid artery.<input type="radio"/> None of the above.
WHEN ASSISTING THE VICTIM WITH BREATHING:	WHEN ADMINISTERING CHEST COMPRESSIONS:
<ul style="list-style-type: none"><input type="radio"/> Pinch the victim's nose closed.<input type="radio"/> Do not over-inflate the victim's lungs.<input type="radio"/> Allow the victim exhale on his own.<input type="radio"/> All of the above.	<ul style="list-style-type: none"><input type="radio"/> Position your hands on the sternum.<input type="radio"/> Give 2 breaths after 30 compressions.<input type="radio"/> Apply the "2 hands, 5.08 cm rule."<input type="radio"/> All of the above.

In 2010, the **American Heart Association** and **International Liaison Committee on Resuscitation** updated their CPR guidelines.

The importance of high quality CPR (sufficient rate and depth without excessively ventilating) was emphasized.

The order of interventions was changed for all age groups except newborns from airway, breathing, chest compressions (ABC) to chest compressions, airway, breathing (CAB). An exception to this recommendation is for those believed to be in a respiratory arrest (drowning, etc.).

The most important aspects of CPR are: **few interruptions of chest compressions, a sufficient speed and depth of compressions, completely relaxing pressure between compressions, and not ventilating too much.**

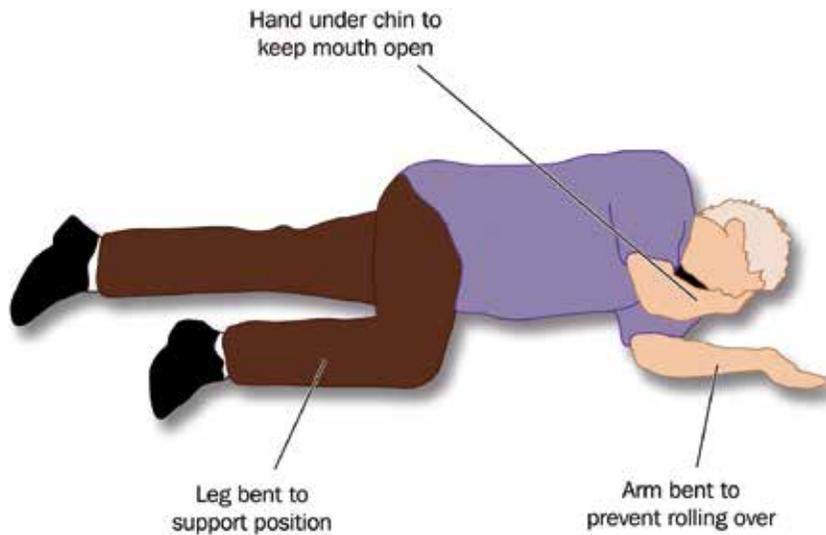
www.mayoclinic.org/first-aid/first-aid-cpr/basics/art-20056600

www.firstaidweb.com/adult1.php

CPR REVIEW

	ADULT (over the age of approximately 10 to 14 years)	CHILD (from about 1 to about 10 or 14 years of age)	INFANT (under the age of 12 months except for newborns)
Check For Responsiveness	By shaking and shouting	By shaking and shouting	By patting feet and chest
Dial 112	If unresponsive	After 1 to 2 minutes of CPR	After 1 to 2 minutes of CPR
Pulse Location	Carotid artery (neck)	Carotid artery (neck)	Brachial artery (arm)
Circulation	2 hands, at least 5.08 cm; 30 compressions	1 hand, about 5.08 cm; 30 compressions	2 fingers, ² chest depth; 30 compressions
Airway	Lift the neck and tilt the head back	Lift the neck and tilt the head back	Slightly tilt the head into “sniffer’s position”
Breathing	Pinch the nose; give 2 breaths	Pinch the nose; give 2 breaths	Mouth over mouth & nose; give 2 gentle puffs

So, the priorities when dealing with a casualty can be remembered as **CAB**.



THE RECOVERY POSITION

If a person is **unconscious but is breathing** and has no other life-threatening conditions, they should be placed in the recovery position.

Putting someone in the recovery position will ensure their airway remains clear and open. It also ensures that any vomit or fluid will not cause them to choke.

To place someone in the recovery position:

- Roll a person on their side with their arms and upper leg at right angles to the body to support them.
- Tuck their upper hand under the side of their head so that their head is on the back of the hand.
- Open their airway by tilting the head back and lifting the chin.
- Monitor their breathing continuously.
- If their injuries allow you to, turn the person onto their other side after 30 minutes.

EXAMPLE 2

A male worker in a company suffered an electric shock while repairing broken machinery. After switching off the power supply and calling 112 for an ambulance, his workmates checked his vital signs. Once assessed, the casualty appeared unresponsive, not responding to any stimulus or to any voice, so his workmates started giving mouth-to-mouth resuscitation.

Is this course of action correct?

Solution:

No it is not correct. After confirming that the casualty is unconscious and is unresponsive it is necessary to check him for **circulation**. If there is no pulse then the victim's heart is not beating, and his workmates will have to perform chest compressions.

If the casualty remains unresponsive his workmates will need to check his **airway**. After making sure that his airway is clear of any obstructions and if he is still not breathing his workmates will have to assist him **breathing**.





EXAMPLE 3

A worker doing formwork tasks on a construction site was buried by a landslide. Once the worker was rescued it was deemed that the worker was unconscious and was not breathing. A workmate who had been trained in first-aid employed CPR. Can you explain how this technique must be carried out?

Solution:

First, lay the casualty gently on their back over a hard surface. Secondly, the workmate must place their hands on the centre of the casualty's chest and, with the heel of the hand; he must press down by 5 cm at a steady rate, up to two compressions a second.

After every 30 chest compressions, two breaths must be given. For the rescue breaths, the workmate must tilt the casualty's head gently and lift the chin up with two fingers. Pinch the victim's nose. The workmate must immediately seal their mouth over the casualty's mouth and blow steadily and firmly into it. Check that their chest rises. Give two rescue breaths, each lasting one second.

Continue with cycles of 30 chest compressions and two rescue breaths until they begin breathing or emergency help arrives

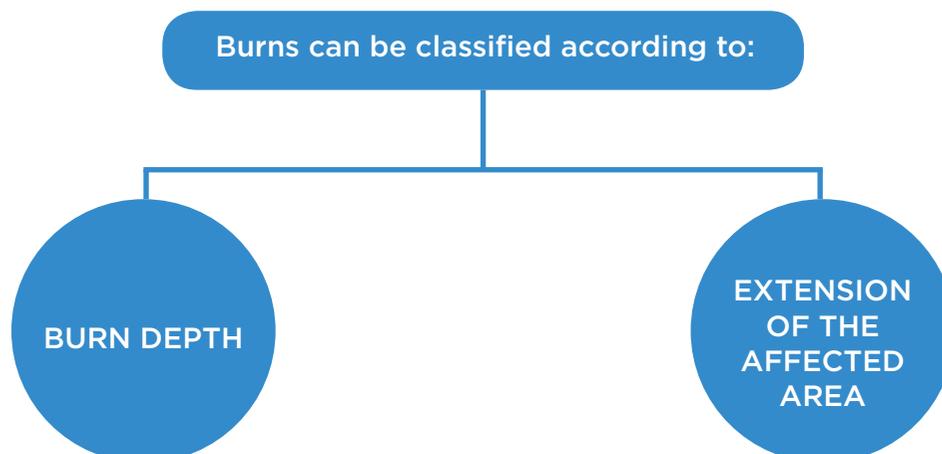
5

FIRST AID TECHNIQUES IN RESPONSE TO THE MOST COMMON ACCIDENTS

5.1 BURNS AND SCALDS

A burn is the coagulative destruction of the skin or mucous membrane caused by heat, a chemical or irradiation.

Thermal damage occurs above 48 °C.



BURN DEPTH

The skin's ability to repair depends on the depth of the burn.

Burns can be classified as

First degree (superficial burns)

- Only epidermis is involved.
- Burn is painful and sensitive.
- Redness of the skin.

Second degree (partial thickness burns)

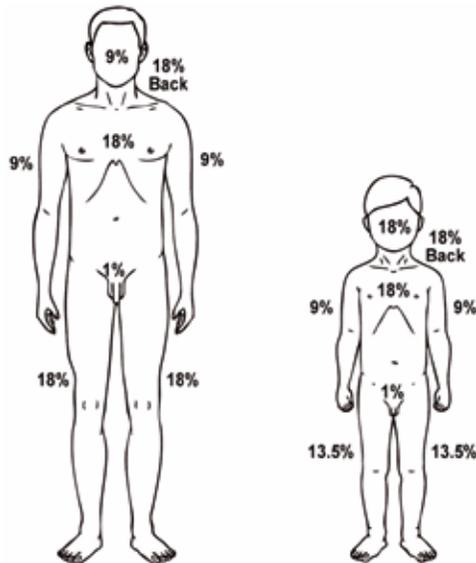
- Epidermis is lost with varying degrees of dermis.
- Results in red serum filled blisters
- Variable degrees of reduced sensation may be present.

Third degree (full-thickness burns)

- Both epidermis and dermis are destroyed.
- Destruction of muscles and blood vessels.
- Skin is very dry and appears brown in colour.
- Sensation is absent.

EXTENSION OF THE AFFECTED AREA

Wallace's Rule of Nines is a way of approximating the area of skin affected by burns. It divides the body into areas divisible by nine.



Used for the assessment of surface area in burns. In adults:

- head and neck, 9%;
- arm, 9%;
- trunk anterior, 18%;
- back and buttocks, 18%;
- each leg, 18% (back of leg 9% and front 9%);
- genitalia, 1%;

According to Wallace's Rule of Nines there are different types of burns:

Mild burn

The extension of the affected area is less than 10% and the depth is no more than a second degree burn.

Severe burn

The extension affected is between 10%-30% of the body, no matter what the depth is. Burns to the hands, feet, face, eyes and genitals are considered severe in any case.

Very severe burn (serious)

The extension affected is between 30%-50% of the body.

Fatal burns

The extension affected is more than 50% of the body.



In the event of a burn or scald:

- Cool the burn as quickly as possible with cold (but not ice-cold) running water for a minimum of 10 minutes or until the pain is relieved.
- Call 112 or seek medical help if necessary.
- While cooling the burn, carefully remove any clothing or jewellery, unless it is attached to the skin.
- Keep the person warm using a blanket or layers of clothing (avoiding the injured area) to prevent hypothermia. This is a risk if you are cooling a large burnt area, particularly in babies, children and elderly people.
- Cover the burn lengthways with strips of cling film or a clean plastic bag if the burn is on a hand or foot. If plastic film is not available, use a sterile dressing or non-fluffy material.
- Do not put creams, lotions or sprays on the burn.
- If appropriate, raise the limb to reduce the swelling and offer pain relief.



For chemical burns:

- Wear protective gloves, remove any clothing affected. If the chemical is a powder, brush the chemical off the skin and rinse the burn with cold running water for a minimum of 20 minutes.
- If possible, determine what has caused the injury.
- Be careful not to injure yourself, and wear protective clothing if necessary. Call 112 and arrange immediate medical attention.

5.2 BLEEDING

Bleeding is the escape of blood from an injured vessel, due to a cut, injury, etc.

BLEEDING MAY OCCUR:

- Inside the body when blood leaks from blood vessels or organs (**internally**).
- Outside the body when blood flows through a natural opening (such as the vagina, mouth, or rectum) or when blood moves through a break in the skin (**externally**).

What are the three types of bleeding?

- 1 **Arterial**- Blood is bright red and will spurt with each heart beat.
- 2 **Venous**- Blood is dark red and flows in a steady stream.
- 3 **Capillary**- Blood oozes from the wound.



If someone has **severe bleeding**, the main aim is to prevent further loss of blood and minimise the effects of shock.

1 First, dial 112 and ask for an ambulance as soon as possible.

If you have disposable gloves, then use them to reduce the risk of any infection being passed on.

2 Second, check that there is nothing embedded in the wound.

IF THERE IS SOMETHING EMBEDDED:

- Take care not to press down on the object. Instead, press firmly on either side of the object and build up padding around it before bandaging to avoid putting pressure on the object itself.

IF THERE IS NOTHING EMBEDDED:

- Apply and maintain pressure to the wound with your hand, using a clean pad if possible.
- Use a clean dressing to bandage the wound firmly.
- If the wound is on a limb and there are no fractures, raise the limb to decrease the flow of blood.

Always seek medical help for the bleeding unless it is minor.

TO STOP A NOSEBLEED:

- Sit down and firmly pinch the soft part of the nasal cavity, just above your nostrils, for 10 minutes.
- Lean forward and breathe through your mouth; this will drain blood down your nose instead of down the back of your throat.

If someone has a nosebleed that has not stopped after 20 minutes, go to the nearest hospital's accident and emergency department.



DO NOT apply a tourniquet to control bleeding, except as

a last resort. Doing so may cause more harm than good. A tourniquet should be used only in a life-threatening situation and should be applied by an experienced person.

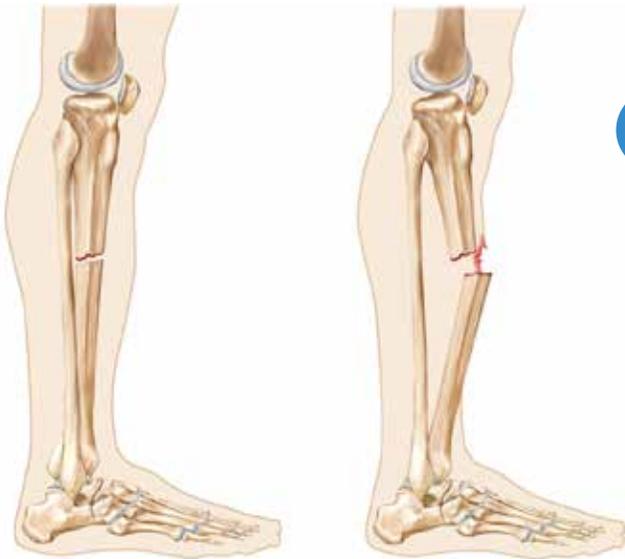
5.3 BONE FRACTURES

A bone fracture is a medical condition in which there is a break in the continuity of the bone.

All fractures can be broadly described as:

CLOSED (SIMPLE) FRACTURES are those in which the skin is intact.

OPEN (COMPOUND) FRACTURES involves wounds that communicate with the fracture, or where a fracture haematoma is exposed, and thus, may expose bone to contamination. Open injuries carry a higher risk of infection.



The symptoms of a fracture depend on the particular bone and the severity of the injury, but may include:

- Pain
- Swelling
- Bruising
- Deformity
- Inability to use the limb



If you suspect a bone fracture, you should:

- Keep the person still – do not move them unless there is an immediate danger, especially if you suspect a fracture of the skull, spine, ribs, pelvis or upper leg.
- Attend to any bleeding wounds first.
- Never try to straighten broken bones.
- For a limb fracture, provide support and comfort such as a pillow under the lower leg or forearm. However, do not cause further pain or unnecessary movement of the broken bone.
- Apply a splint to support the limb. Splints do not have to be professionally manufactured. Items like wooden boards and folded magazines can work for some fractures. You should immobilise the limb above and below the fracture.
- Use a sling to support an arm or collarbone fracture.
- Raise the fractured area if possible and apply a cold pack to reduce swelling and pain.
- Stop the person from eating or drinking anything until they are seen by a doctor, in case they will need surgery.

5.4 SPRAINS

A sprain occurs when the ligaments around a joint are overstretched or torn. This is often due to a sudden wrench or twist which causes the bones of a joint to separate unduly.

Sprains of the ankle, knee and wrists are common.



The symptoms of a sprain are:

- Intense pain
- Deformity of the area
- Bruising or redness of joint area
- Difficulty moving



When treating a sprain, immobilise the area, apply ice and evaluate the affected area.

5.4 LUXATIONS

A joint dislocation or luxation occurs when there is an abnormal separation in the joint, where two or more bones meet.



The following symptoms are common with any type of dislocation:

- Intense pain
- Joint instability
- Deformity of the joint area
- Reduced muscle strength
- Bruising or redness of joint area
- Difficulty moving joint

A dislocated joint usually can only be successfully 'reduced' into its normal position by a trained medical professional.

Trying to reduce a joint without any training could result in making the injury substantially worse.



Immobilize the affected area and wait for a trained professional.

5.6 CHOKING

Choking is a partial or total obstruction of the airway.



If the airway is only partially blocked:

the person will usually be able to speak, cry, cough or breathe. In situations like this, a person will usually be able to clear the blockage themselves.



If the choking is mild:

- Encourage the person to continue coughing to try to clear the blockage.
- Remove any obvious obstruction from the mouth using your first two fingers and thumb



If the obstruction is severe and the person is struggling to breathe:

- Give up to five back blows (between the shoulder blades) upwards, using the heel of your hand.
- Carefully check the mouth and, if possible, remove any obstruction after every blow.
- If this does not clear the obstruction, perform abdominal thrusts (Heimlich maneuver) by following the steps below. This technique should not be used on babies under one year old, pregnant women or people who are obese.



HEIMLICH MANEUVER

- Stand behind the person who is choking.
- Place your arms around their waist and bend them forward.
- Clench one fist and place it just above the person's belly button and below the breast-bone.
- Place your other hand on top, then pull sharply inwards and upwards.
- Repeat this up to five times until the object stuck in their throat comes out of their mouth. Then alternate between five back blows and five abdominal thrusts until the blockage is dislodged. This is called "5 and 5 method".

5.7 WOUND

A wound is a type of injury in which skin is torn, cut, or punctured (an open wound).



Treatment of a wound involves:

- Cleaning hands with soap and water
- Applying an antiseptic
- Cleaning the wound with a sterilized gauze pad

5.8 LOSS OF CONSCIOUSNESS

FAINTING is a brief loss of consciousness due to a drop in blood flow to the brain. The episode lasts less than a couple of minutes and you recover from it quickly and completely. The medical name for fainting is syncope.



You can take immediate treatment steps when someone has fainted:

- Check the person's airway and breathing. If necessary, call 112 and begin rescue breathing and CPR.
- Loosen tight clothing around the neck.
- Raise the person's feet above the level of the heart (about 30 cm).
- If the person has vomited, turn onto his or her side to prevent choking.
- Keep the person lying down for at least 10 to 15 minutes, preferably in a cool and quiet space. If this is not possible, sit the person forward with their head between their knees.

EPILEPSY is a brain disorder that causes people to have recurring seizures. The seizures happen when clusters of nerve cells, or neurons, in the brain send out the wrong signals. They may have violent muscle spasms or lose consciousness. The tongue may be bitten at either the tip or on the sides during a seizure.



The action protocol in case of epilepsy is:

- Keep the patient away from any hazardous objects.
- To slide a blanket or a cloth under the patient to cushion their body from hits.
- Place a piece of wood between the teeth to prevent the person from biting their tongue.

6

TRANSPORT OF CASUALTIES

When dealing with a wounded or unconscious person, it is crucial to examine them in the same place where they were found, **without moving or transporting the victim** until first aid care has been provided. Otherwise, there is a risk of aggravating the situation and causing new wounds.

Only in extreme situations (fire, electrocution, asphyxia, flooding, etc.) should the victim be transported, with the maximum care, to the closest place where first aid can be provided.

When transporting the patient, or the accident victim, take into account that the body should be moved as little as possible.

TRANSPORT WITHOUT STRETCHER

This is required when the accident victim must be moved quickly away from the place where he/she is, or when it is not possible to reach the scene with a stretcher.

1 Transport of an accident victim with a single assistant



For the initial transport (unless other resources are available) turn the victim backwards, tying their wrists together with a handkerchief or cloth.

The lifeguard should kneel astride the victim, and place his head under the tied wrists. He should then creep forward, sliding the accident victim across the floor.

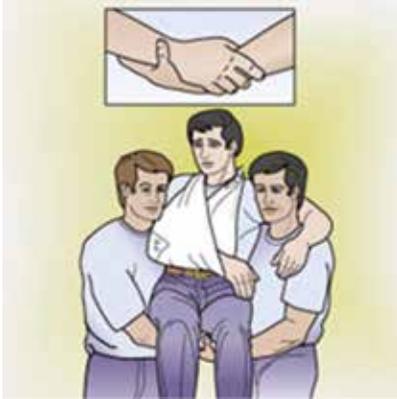
Creeping method

The evacuation may also be done on the back of the lifeguard or carrying the victim on his shoulders.



Fireman method

2 Transport of an accident victim with several assistants



When there are two or more lifeguards, they should make a settee with two hands, carrying the victim on it.

Each lifeguard holds the accident victim with an arm under the thighs, holding each other's wrists; the other pair of hands will provide support for the back. The «three hand settee» may also be used.

Two hand settee



Three hand settee



A chair may be used as a stretcher in case of emergency. The victim may also be transported in a similar position without the chair.

Transport with chair

All these methods will be used only when there is no suspicion of a lesion in the spinal column (unless there is a life threatening situation).

FOR THE TRANSPORT OF AN INJURED PATIENT ON A STRETCHER

The following rules must be taken into account:

- 1 **Carry the stretcher to the place where the accident victim is**, and not vice versa.
- 2 **Place the injured victim with paramount care**, always respecting the block (head-neck-trunk-legs):



Place the stretcher on the floor. Lift the victim as smoothly as possible until he/she is placed on it. The “bridge method” may be used).

Bridge method.

IMPROVISED STRETCHERS

May be used when other resources are not available: using a door, ironing board or a wide wooden board; a hand ladder; two paddles held together with ropes, blankets or clothes with long sleeves, etc.



EXERCISES

- 1** Javier and Mikaela work together in a chemical laboratory. While Javier is working with a chemical substance, he faints and collapses. Mikaela, who is in the room next to Javier's, has seen the incident and tries to help.

How should Mikaela act in this situation?

- 2** There has been an explosion at a paint company caused by static electricity. Some workers have been injured.

Classify the victims according to the triage technique.

- a.** The worker is unresponsive, he is not breathing and has no pulse; he has suffered from a cardiopulmonary arrest.
- b.** A woman with burns to one hand.
- c.** A male in severe pain with a broken leg.
- d.** A man with severe bleeding to his left arm.

- 3** Edward works in a restaurant. He switched off the safety device on the meat slicer because he wanted to work swiftly. While he was working with the machine, he severely cut his hand.

When his workmate saw the incident, he pushed the “emergency stop” button on the machine. He saw Edward’s hand bleeding. His blood was light red and was spurting from his hand.

What actions must be carried out?

- 4** Do you think a tourniquet should be applied in this case to control bleeding?

Incident reports from a manufacturing company show some accidents that occurred in the workplace, have resulted in employees suffering from various burns.

- 1.** Joseph, who had petrol on his overalls, burnt his arm, chest and face, due to a spark. John Aingeru, who was near Joseph at the time of the accident, took a water hose and tried to put the fire out.
- 2.** While working with an acid, Asel had his arm burnt.

What actions should be carried out?

Was the action of John Aingeru correct?

- 5 A cook in a restaurant slipped over on the floor and broke his hand. What actions should be taken?

- 6 A mason fell down from a 2 meter high scaffolding. The worker was on the floor and could not move. He was conscious, screaming in pain.

His workmate, Urko, approached the mason, who told him he could not move his leg.

When he touches his leg, it hurts much more.

What should Urko do in this situation?

- 7 Ainhoa and Nekane are twins who are competing in a pizza eating competition. Ainhoa chokes on a piece of pizza and starts coughing and coughing. Nekane also chokes on a piece of pizza and immediately stops breathing. Other competitors try to help them by slapping them on their back continuously.

Is this action correct?

unit 5

LABOUR MARKET SEARCHING FOR A JOB

1. SPANISH LABOUR MARKET
2. CAREER PLANNING: A LIFELONG PROCESS
3. MAKING A DECISION
4. SEARCHING FOR A JOB
 - 4.1 Guidelines
 - 4.2 Companies' searched and rejected profiles
 - 4.3 Job seeking information sources
 - 4.4 Job opportunities in Europe: Europass, Ploteus, Eures
5. PERSONNEL SELECTION
 - 5.1 Cover letter
 - 5.2 Curriculum vitae
 - 5.3 Job interview

VOCABULARY

ABREAST Estar al día, al corriente	TOUGH Duro, arduo, difícil
ACCOMPLISHMENT Logro	TYPO Error tipográfico, errata
ACCURATE Preciso, exacto, correcto	VET Revisar, aprobar, investigar
AKWARDNESS Torpeza	WHEREBY A través del cual, por medio del cual
ALOOFNESS Desinterés, retraimiento	
AKWARDNESS Torpeza	
ASSETS Archivos	
TO BACK UP Respalda	
COHORT Población base	
COMMITMENT Compromiso, promesa	
CONTENTION Disputa, contienda	
CRAMPED Apretado, amazacotado	
DEADLINE Fecha límite, vencimiento	
ENCOUNTER Encuentro inesperado	
TO ELICIT Sonsacar, obtener información	
TO ENDURE Soportar	
TO ENHANCE Mejorar, realzar	
FIDGET Estar inquieto, moverse nerviosamente	
HARDSHIP Adversidad, penalidad	
TO HAUNT Perseguir, obsesionar	
TO HINDER Dificultar, entorpecer	
IRRESPECTIVE Sin importar, cualquiera que sea	
LABOR FORCE Población activa	
TO LAY OUT Disponer, componer, ordenar	
LIABILITY Responsabilidad, obligación	
LIFELONG LEARNING Aprendizaje a lo largo de la vida	
ODDS Probabilidades	
TO OUTLINE Resumir, hacer un resumen	
PERFORMANCE Actuación, desempeño	
PERUSAL Lectura atenta, lectura cuidadosa	
PROFICIENT Competente, apto, capaz	
RAPPORT Compenetración, entendimiento	
REFORMULATION A new way of saying something	
TO SEEK OUT Salir a buscar, tratar de localizar	
SEEKING Búsqueda	
TO STRIVE Esforzarse, luchar	

1

SPANISH LABOUR MARKET

Spain has historically had a very high unemployment rate. In 2007 the unemployment rate was at its lowest rate, 9.75% which compared to other countries this is still quite high.

The main problem with the Spanish labour market before the recession was job instability due to a very high proportion of temporary work. In spite of the strict regulation, an abusive practice has led to segmentation between temporary and permanent workers, becoming a key feature of the Spanish labour market. The active labour market policies have never had the role they deserve in a dynamic legal employment frame.

Temporary work has indeed very negative effects in terms of job instability and low productivity.

The outburst of the 2008 recession in Spain led to a quick and dramatic increase in unemployment. In less than five years it has increased 20 points (almost 6 million unemployed people).

It was noted that job destruction was concentrated on temporary work during the first two years of the recession (2008 and 2009). But then, in 2010, there was a shift whereby permanent workers suffered the consequences of the recession with the same intensity.

There is a close dependence between employment rate and the economic growth in Spain, that is to say, a decrease of the Spanish economy brings about a sharp drop of employment and, likewise, a high increase in the economic growth is needed to reduce slightly the unemployment rate. However, within a small increase in the Gross Domestic Product (GDP), the labour market policies since 2012 have led to a slight decrease of the unemployment rate in the first half of 2014. Nevertheless, the majority of the newly created jobs are temporary jobs.

An improvement of the Spanish economy and its employment rate can be achieved with a change of different factors like the Spanish productive structure (manufactured products with more margin and added value), the investment in innovation and technology, and a new generation of skilled workers.

In order to have a better understanding of the labour market it is important to know the meaning of some **macroeconomic variables**:

- **GDP stands for the Gross Domestic Product**, a measurement of the annual productivity of the property and labour of all citizens and foreign residents within the geographic borders of a country.
- **Labour force** is the actual number of people available for work. The labour force of a country includes both, the employed and the unemployed.
- **Not in the labour force**: included in this group are all persons in the civilian non-institutional population who are neither employed nor unemployed (children, students, retired people, disabled people unable to work...).

- **The labor force participation rate** is the percentage of working-age people in an economy who are employed or unemployed but looking for a job (labour force).

$$\text{LABOUR FORCE PARTICIPATION RATE} = \frac{\text{LABOUR FORCE (EMPLOYED+UNEMPLOYED)}}{\text{NATIONAL POPULATION OVER 16 YEARS OLD}} \times 100$$

- **Unemployment rate:** is the percentage of people who are not working but who are actively seeking employment.

$$\text{UNEMPLOYMENT RATE} = \frac{\text{UNEMPLOYED}}{\text{LABOUR FORCE (EMPLOYED+UNEMPLOYED)}} \times 100$$

- **Employment:** Is the total number of people who are working.

EXAMPLE 1



Fill in the gaps in the following table:

	TOTAL AMOUNT	MALE	FEMALE
Over 16 years old	32,813.10	15,764.60	17,048.50
Labour force	16,912.70		6,806.20
Employed		9,149.90	5,461.00
Unemployed	2,301.80	956.60	
Not in the labour force			
Labour force participation rate			
Unemployment rate			

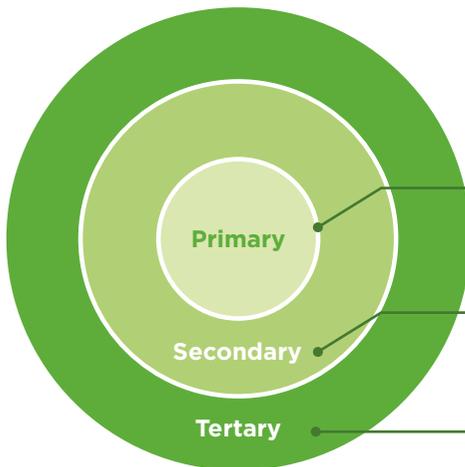
The figures shown in the table are expressed in thousands.

A nation's economy can be divided into various sectors to define the proportion of the population engaged in each activity sector.

Primary sector involves the gathering of raw materials such as wood, copper, coal and harvests products from the earth. This is sometimes known as extractive production.

Secondary sector: this is the manufacturing and assembly process, transforming the raw materials into something: pencil, automobiles...

Tertiary sectors refers to the commercial services that support the production and distribution process, e.g. insurance, transport, advertising, warehousing; or professional services: teachers or doctors...



Examples of job roles across Lafarge's sectors of activity

- Surveyor
- Geologist
- Quarry manager

- Chemist
- Scientist
- Production manager

- Technical support
- Sales
- Customer service

In most developed and developing countries, a growing proportion of workers are devoted to the tertiary sector. Currently in the USA more than 80% of the labour force are tertiary workers.

78.8% of Spanish businesses are involved in tertiary activities, with 24.2 % related to the commercial sector.

2

CAREER PLANNING: A LIFELONG PROCESS

A career planning is the creation of a personal plan describing a person's objectives related to his/her first job, development and personal fulfilment in his/her work.



Career planning: 4 step planning process:

1

Step 1: KNOWING YOURSELF

Begin by thinking about where you are now, where you want to be and how you are going to get there.

Once you have thought about where you are at now and where you want to be, you can work on getting to know your skills, interests and values.

Begin by asking yourself the following questions:

- Where am I at now?
- Where do I want to be?
- What do I want out of a job or career?
- What do I like to do?
- What are my strengths?
- What is important to me?

- ✓ At the end of this step you will have a clearer idea of your work or learning goals and your individual preferences. You can use this information about yourself as your personal ‘wish list’ against which you can compare all the information you gather in “Step 2: Finding out”. Your personal preferences are very useful for helping you choose your best option at this point in time, which you can do in “Step 3: Making decisions”.

2

Step 2: FINDING OUT

This step is about exploring the occupations and learning areas that interest you. Once you have some idea of your occupational preferences you can research the specific skills and qualifications required for those occupations.

Explore occupations that interest you and ask yourself how do my skills and interests match up with these occupations?

- Where are the gaps?
- What options do I have to gain these skills or qualify for these occupations?
- What skills do I need?
- Where is the work?

- ✓ At the end of this step you will have a list of preferred occupations and/or learning options.

3

Step 3: MAKING DECISIONS

This step involves comparing your options, narrowing down your choices and thinking about what suits you best at this point in time.

Ask yourself:

- What are my best work/training options?
- How do they match with my skills, interests and values?
- **How do they fit with the current labour market?**
- How do they fit with my current situation and responsibilities?
- What are the advantages and disadvantages of each option?
- What will help and what will hinder me?
- What can I do about it?

- ✓ At the end of this step you will have narrowed down your options and have more of an idea of what you need to do next to help you achieve your goals.

4

Step 4: TAKING ACTION

Here you plan the steps you need to take to put your plan into action. Use all you have learnt about your skills, interests and values together with the information you have gathered about the world of work to create your plan.

Begin by asking yourself:

- What actions/steps will help me achieve my work, training and career goals?
- Where can I get help?
- Who will support me?

At the end of this step you will have:

- ✓ a plan to help you explore your options further (e.g. work experience, work shadowing or more research); or
- ✓ a plan which sets out the steps to help you achieve your next learning or work goal.

Decide which step is relevant for you right now and start from there.

EXERCISE 1

Create your own career plan by following the above 4 step planning process.

Instead, **learning can be seen as something that is an ongoing process on a daily basis which comes from interacting with others and with the world around us.**

LIFELONG LEARNING

Lifelong learning is the **“ongoing, voluntary, and self-motivated pursuit of knowledge”** for either personal or professional reasons. Therefore, it not only enhances social inclusion, active citizenship and personal development, but also competitiveness and employability.

This term recognises that learning is not confined to childhood or the classroom but takes place throughout life and in a range of situations.

During the last fifty years, constant scientific and technological innovation and change has had a profound effect on learning needs and styles. Learning can no longer be divided into a place and time to acquire knowledge (school) and a place and time to apply the knowledge acquired (the workplace).

3

MAKING A DECISION

There are different options for a person related to their professional career:

- To work for others (paid employment), under the labour relationship regulations.
- To start-up a business (self-employed).
- To study to be a civil servant.
- To continue studying.
- To simultaneously work and study at the same time.

For each of these options there are advantages and disadvantages to take into account:

	TO START UP A BUSINESS	TO WORK FOR OTHERS	TO BE CIVIL SERVANT
Advantages	<p>To work for oneself developing your own project.</p> <p>To have the possibility of organising your schedule.</p> <p>No limit in earnings.</p> <p>Personal fulfillment.</p>	<p>There are many different companies to work for.</p> <p>No capital at risk.</p> <p>The possibility of being promoted.</p> <p>The working time is fixed.</p>	<p>Employment stability.</p> <p>Guaranteed wage.</p> <p>Workload stabilised.</p> <p>The boss is not seen in the same way as in private companies.</p>
Disadvantages	<p>Risk own capital and assume full economic risk.</p> <p>The possibility of having unlimited liability.</p> <p>To devote all of your time to run your company at the expense of your leisure time.</p> <p>To be faced with problems you are required to solve and be constantly learning.</p> <p>The customers are your bosses.</p>	<p>Employment instability.</p> <p>To endure possible harassment and hardship in the workplace.</p> <p>Decisions are made by the board of directors or the boss.</p> <p>The salary may be lower than expected.</p>	<p>Wages are not as high as in private companies.</p> <p>Extensive preparation required for exams (very competitive).</p> <p>No personal initiative at work.</p> <p>Promotion barriers.</p>

4

SEARCHING FOR A JOB

4.1 GUIDELINES

Searching for a job is a job itself and must be well planned:

- Set a regular time schedule for seeking a job.
- Plan the everyday tasks: look for advertisements, browse on the internet, send cover letters and curriculum vitae (CV) to various companies, research the history of the companies, prepare for job interviews...
- Write an appropriate CV and an adequate cover letter.
- Look for information about the company before going to a job interview.
- Be well prepared (have everything planned in advance) for the job interview.
- After the job interview make a note of the questions you were asked and an outline of the answers you gave. Could you have answered better; can you think of better examples for next time?

Review your performance during the interview. Did you fidget, smile, speak well? Did you establish rapport with the interviewers?

4.2 COMPANIES' SEARCHED AND REJECTED PROFILES

CHARACTERISTICS	SEARCHED	REJECTED
Personality	<ul style="list-style-type: none"> • initiative • teamwork • leadership • flexibility and being able to adapt • interpersonal skills 	<ul style="list-style-type: none"> • passivity • submission • arrogance • dependency • aggressiveness • lack of self-confidence • individualism • rigidity
Training and attitude	<ul style="list-style-type: none"> • adequate level of education • organisation and planning capability • solving problems • commitment and motivation • communication 	<ul style="list-style-type: none"> • non adequate level of education (higher or lower) • economic motivations only • lack of motivation • awkwardness

CHARACTERISTICS	SEARCHED	REJECTED
Image	<ul style="list-style-type: none"> • be polite (know how to act in any situation) • good appearance 	<ul style="list-style-type: none"> • untidiness • laziness and aloofness

Initiative – seeing opportunities and setting and achieving goals

4.3 JOB SEEKING INFORMATION SOURCES

When job seeking, it is important to be up-to-date with what is happening around you. This can be achieved by keeping abreast of the information in the media and seeking help from various employment agencies.

Some information sources are:

INTERNET

There are many web pages related to job seeking which facilitate contacts between companies and job seekers (candidates for a job) including:

Job search websites:

www.infojobs.com

www.canaltrabajo.com

www.laboris.net

www.trabajar.com

www.monster.es

www.trabajos.com

www.atiempoparcial.com

www.bolsadetrabajo.com

www.empleo.com

www.primerempleo.com

www.disjob.com

(for disabled people)

www.laboralnews.blogspot.com.es

Social networking websites:

www.linkedin.com

www.xing.com/es

www.twitter.com

www.facebook.com

NEWSPAPERS

It is important to look for information in local or national newspapers, professional journals, specialised magazines related to the economic activity you are interested in working in. It is interesting to pay attention to the economic sections of the newspapers that are published on Sundays.

It is not necessary to buy newspapers and magazines every day. You can find this information through the Internet, in newspaper libraries, in youth centres...

SELF INTRODUCTION

This is a way of introducing yourself to various companies that may not presently have an advertised position or job opportunity. By sending your CV to different companies,

they can keep it in their personnel database for any future job openings/opportunities. You can use the “yellow pages”, professional guides of telephone companies or chambers of commerce to find information about companies.

NATIONAL EMPLOYMENT SYSTEM (www.sistemanacionalempleo.es)

This is an integrated system of both the State Public Employment Service and the Autonomous Community Public Employment Services.

There are also employment services provided by the Provincial councils and municipalities, as well as the countries of the European Economic Area (EU + Iceland + Liechtenstein + Norway).

TEMPORARY EMPLOYMENT AGENCIES (TEA)

Temp agencies provide people with an opportunity to be hired by other companies which require assistance for a period of time.

The most renowned temporary agencies are: Manpower, Adecco, Randstad and Page Personnel.

RECRUITING AGENCIES

These agencies provide orientation and assistance with job seeking, labour intermediation services for inclusion into employment within the public and private sector. These agencies also provide basic and professional training services, participation in job training services and staff selection.

These agencies are promoted by the municipalities, trade unions, autonomous communities, foundations and non-governmental organisations (NGOs).

PERSONAL RELATIONSHIPS-SOCIAL NETWORK

Friends, acquaintances, relatives, colleagues and those closest to you can help you to find a job.

It is important to create a social network and to communicate your interests to them. There are virtual, social and labour communities on the internet where you can introduce your profile and market yourself online.

WORK PLACEMENT OR HANDS ON TRAINING (FCT)

Every vocational training student must complete practical training in a company at the end of the vocational training period. The company can preselect workers among these students.

JOB BANKS IN EDUCATIONAL CENTRES

There are job banks in many schools and universities where companies approach the

learning institution when seeking workers. You can give your CV to your school job bank.

BUSINESS ORGANISATIONS' AND TRADE UNIONS' DATABASES

Provide your CV to these organisations and trade unions for various companies to gain access to your CV.

4.4 JOB OPPORTUNITIES IN EUROPE: EUROPASS, PLOTEUS, EURES

EUROPASS

The aim of Europass is to help European citizens to make their skills and qualifications clearly and easily understood in Europe:

There are five documents:

Two documents freely accessible, completed by European citizens:

- The **Curriculum Vitae** helps you present your skills and qualifications effectively and clearly. You can create your CV online using tutorials or download the template, examples and instructions.
- The **Language Passport** is a self-assessment tool for language skills and qualifications. You can create your Language Passport online using tutorials or download the template, examples and instructions.

Three documents issued by education and training authorities:

- the **Europass Mobility** records the knowledge and skills acquired in another European country;
- the **Certificate Supplement** describes the knowledge and skills acquired by holders of vocational education and training certificates;
- the **Diploma Supplement** describes the knowledge and skills acquired by holders of higher education degrees.

PLOTEUS

Portal on Learning Opportunities throughout the European Economic Area.

PLOTEUS aims to help students, job seekers, workers, parents, guidance counsellors and teachers to find out information about studying in Europe.

www.europa.eu/ploteus/home_en.htm

On this portal you will find information on learning opportunities and training possibilities available throughout the European Union. The website contains links to web sites of universities and higher education institutions, databases of schools and vocational training and adult education courses.

EURES

European Job Mobility Portal

www.ec.europa.eu/eures/home

The purpose of EURES is to provide information, advice and recruitment/placement (job-matching) services for the benefit of workers and employers as well as any citizen wishing to benefit from the principle of the free movement of persons.

EURES is a co-operation network between the European Commission and the Public Employment Services of the European Economic Area (EEA) Member States (the EU countries plus Norway, Iceland and Liechtenstein) and other partner organisations. Switzerland also takes part in EURES co-operation.

5

PERSONNEL SELECTION

5.1 COVER LETTER

A cover letter typically accompanies each curriculum vitae (CV) / résumé you send out. Your cover letter may make the difference between obtaining a job interview and having your curriculum vitae (CV) / résumé ignored, so it makes good sense to devote the necessary time and effort to writing effective cover letters.

A cover letter should complement, not duplicate, your CV. Its purpose is to interpret the data-oriented, factual resume and add a personal touch. A cover letter is often your earliest written contact with a potential employer, creating a critical first impression.

Your cover letter should be designed specifically for each position you seek. Do not design a template and send it to every potential employer (you know what you do with junk mail!).

The **APPLICATION LETTER** which responds to a known job opening.

The **PROSPECTING LETTER** which inquires about possible positions.

Effective cover letters explain the reasons for your interest in the specific organisation and identify your most relevant skills or experiences (remember, your most relevant skills or experiences need to reflect the employer's self-interest). They should express a high level of interest and knowledge about the position.

MODELO DE CARTA DE PRESENTACIÓN

DATOS DEL REMITENTE

Nombre y apellidos
Dirección
Código postal y localidad
Teléfono, correo electrónico

DATOS DEL DESTINATARIO

Nombre y apellidos
Dirección
Código postal y localidad
Teléfono, correo electrónico

Fecha

REFERENCIA *(si la hay)*

SALUDO

Estimado/a señor/a:

Ejemplos de saludos

- Estimado/a señor/señora
- Muy señor / señora mio/a
- Señor/ra
- Señor/a director de personal

CUERPO DE LA CARTA

Primer párrafo

Explicar el motivo de la carta. Mencionar el puesto que se solicita y de donde se ha conseguido la información.

Segundo párrafo(s)

Explicar lo que ofreces al empleador mencionando las cualificaciones del candidato (breve-mente, puesto que ya aparecen en el CV que se adjunta) y la experiencia, así como las cualidades y logros adquiridos

Párrafo final

Concluir la carta mostrando interés en concertar una entrevista y agradeciendo el tiempo dispensado.

DESPEDIDA

Se despide atentamente,

Ejemplos de despedida

- Esperando sus noticias, se despide atentamente
- En espera de sus noticias, atentamente le saluda
- En espera de sus noticias, reciba un cordial saludo
- Reciba un cordial saludo
- Atentamente

FIRMA

Firma manuscrita
Fdo.: Nombre y apellido

Anexo: curriculum vitae

CARTA DE PRESENTACIÓN DE CANDIDATURA ESPONTÁNEA

Iris Cabía Márquez
c/ Sixto Amezaga, 12 - 2º izq.
48940 Leioa (Bizkaia)

COMERCIAL CENTRO, S.L.
Att. Sr. Goikoetxea García
c/ Ventura Rodríguez, 24 - 1º dcha.
50001- Zaragoza

Leioa, 1 de marzo de 2012

Estimado Sr. Goikoetxea:

He tenido conocimiento de la importante labor de innovación que realiza su empresa, líder en su sector, en el área de distribución y venta de productos de charcutería y carnicería.

Como pueden comprobar en el currículum vitae que adjunto, acabo de terminar mis estudios de Técnico en Charcutería y Carnicería y he realizado las prácticas de empresa en la charcutería Tate de Bilbao.

Desearía tuvieran en cuenta mi candidatura con vistas a cubrir una posible vacante de charcutera - carnicera en su empresa.

Me agradecería tener una entrevista con usted para comentar algunos puntos que creo pueden ser de su interés por lo que me pongo a su disposición para una próxima cita.

Agradeciendo de antemano la atención prestada y a la espera de sus noticias, se despide atentamente.

Fdo.: Iris Cabía Márquez

Anexo: currículum vitae

CARTA DE PRESENTACIÓN EN RESPUESTA A UN ANUNCIO

Alberto Miranda Palacino
C/ Andetxaga, 4 - 1 izq.
48902 Barakaldo (Bizkaia)
94 4564352 / 652 711 762
amiranda@hotmail.com

SR. D. Eduardo Fernández Mata
Director de RRHH de Plagiplus, S.A.
C/ Fugitivo, 17
25043 San Juan (Alicante)

Barakaldo, 26 de octubre de 2010

Estimado señor:

He tenido conocimiento a través de la página web “trabajar.com” de su interés para contratar un técnico aplicador para el control de plagas y tratamientos de aguas.

Soy Técnico Superior de Salud Ambiental y poseo los carnés de manipulador de plaguicidas y de mantenimiento de instalaciones proliferadoras de Legionella. Además de la formación que figura en el currículum adjunto, considero que puedo aportar iniciativa y tengo capacidad para el trabajo en equipo.

No tendría inconveniente en cambiar de residencia cumpliendo así los requisitos que ustedes demandan.

Me pongo a su disposición para facilitarle la información complementaria que desee en una posterior entrevista.

En espera de una respuesta favorable por su parte se despide atentamente,

Fdo: Alberto Miranda

Anexo: currículum vitae

COVER LETTER FORMAT

ADDRESSEE'S INFORMATION (IF YOU HAVE IT)

Name
Title
Company
Address
City, State, Zip Code

Name
Address
City, State, Zip Code
Phone Number
Email Address

Date

SALUTATION

Dear Sir / Madam,
Dear Sir / Madam:

Follow the salutation with a colon or comma or nothing.

Salutation examples

- Dear Mr. Jones
- Dear Ms. Jones
- Dear Human Resources Manager
- Dear Hiring Manager
- To Whom It May Concern:

BODY OF COVER LETTER

The body of your cover letter lets the employer know what position you are applying for, why the employer should select you for an interview, and how you will follow-up.

First Paragraph

The first paragraph of your letter should include information on why you are writing. Mention the position you are applying for and where you found the job listing.

Middle Paragraph(s)

The next section of your cover letter should describe what you have to offer the employer. Mention specifically how your qualifications match the job you are applying for. Remember, you are interpreting your CV, not repeating it.

Final Paragraph

Conclude your cover letter by thanking the employer for considering you for the position. Include information on how you will follow-up.

(I can be reached anytime via email at john.donaldson@emailexample.com or my cell phone, 909-555-5555).

(I can be contacted using any of the contact numbers provided on my CV and look forward to hearing from you in the near future).

(Thank you for taking the time to consider my application. I look forward to hearing from you in the near future).

COMPLIMENTARY CLOSE

Follow the complimentary close with a comma or nothing.

Kind regards,

SIGNATURE

Handwritten Signature
(for a typed letter)

Typed Signature

Closing Examples

- Sincerely
- Sincerely yours
- Regards
- Best regards
- Kind regards
- Most sincerely
- Thank you
- Thank you for your consideration
- Yours faithfully

COVER LETTER: Letter of application

C/ Blas de Otero, 9B -1ºB
48014 Bilbao (Bizkaia)
695 767 622
nekane14garcia@gmail.com

June 24, 2013

Ms. Janice Wilson
Personnel Director
Anderson Restaurant
3507 Rockville Pike
Rockville, MD 20895

Dear Ms. Wilson

I would like to apply for the position of kitchen assistant, as advertised in El Correo on 23rd June.

I am currently working in the food industry part-time but I am attracted to the position you are offering as I am currently completing my certificate in Kitchen Management (High Technician) and I feel this opportunity will allow me to develop my skills and knowledge.

If you require any further information, I am happy to discuss my skills and qualifications in a job interview. I look forward to hearing from you in the near future.

I enclose my curriculum vitae, which gives full details of my qualifications and work record to date.

Yours sincerely,

Nekane Garcia Ruiz

Applying for a job advertised in a newspaper by an unemployed person

C/ Blas de Otero, 9B -1ºB
48014 Bilbao (Bizkaia)
695 767 622
anton14igeregi@gmail.com

March 25, 20XY

Ms. Janice Wilson
Personnel Director
Anderson Restaurant
3507 Rockville Pike
Rockville, MD 20895

Dear Ms. Wilson:

I would like to apply for the position of kitchen assistant, as advertised in El Correo on 23rd June.

As can be seen in my curriculum vitae, I was made redundant by my last company and have been unemployed for the past year. However, during this time I have endeavoured to further my skills and knowledge by completing a course in Kitchen Management (High Technician) at the Leioa School of Catering. This course has also provided me with practical experience and I feel I will be an asset to your company.

If you require any further information, I am happy to discuss my skills and qualifications in a job interview. I look forward to hearing from you in the near future.

I enclose my curriculum vitae, which gives full details of my qualifications and work record to date.

Yours sincerely,

Anton Igeregi Basabe

SUBJECT LINE: Application for kitchen assistant

April 14, 20XY

Employment Manager
Urkiola Mendi Restaurant
c/ Arturo Soria, 51
28027 Madrid
inforkiolamendi.net

Dear Sir:

From the Urkiola Mendi website I learned about your need for a kitchen assistant which is being offered at your restaurant in Madrid. I am very interested in this position with Urkiola Mendi restaurant, and believe that my education and employment background are appropriate for the position.

I am currently completing my certificate in Kitchen Management (High Technician) and I feel this opportunity will allow me to develop my skills and knowledge. I will be available to begin employment in early June.

Attached is a copy of my CV, which highlights in more detail the qualifications for the position.

If you require any further information, I am happy to discuss my skills and qualifications. I am available for an interview at any time and look forward to hearing from you.

I would be most grateful if you could consider me for any suitable positions available within your company.

Within the next week I will contact you to confirm that you received my e-mail and CV and to answer any questions you may have.

Thank you very kindly for your consideration.

Yours faithfully,

Jon Aingeru Molinero
C/ Blas de Otero, 9B -1ºB
48014 Bilbao (Bizkaia)
695 767 622
jonaingeru@gmail.com

CV attached as MS Word document (assuming company website instructed applicants to do this)

COVER LETTER: Letter of inquiry

Javier Bustinza
8 Russell Street
Cranford, Lancashire
MN22 8YY
f333@hotmail.com

7th February 2009

Mr. Rogelio Bohina
Personnel Manager
UrkiolaMendi Restaurant
c/ Arturo Soria, 51
28027 Madrid
inorkiolamendi.net

Subj: Application for kitchen assistant

Dear Sir:

I am writing to let you know of my interest in working at your restaurant as a kitchen assistant which I saw on your website. Your restaurant has a very good reputation and serves food of a very high standard.

I am currently completing my certificate in Kitchen Management (High Technician) and I feel this opportunity will allow me to develop my skills and knowledge. I will be available to start work in early June.

Attached is a copy of my curriculum vitae with more details of my qualifications for the position.

As regards personal qualities I should like to point out my ability to become part of a team and my attention to detail in the programs I create. Furthermore, I value my capacity to stay calm within an environment which has deadlines to work to.

I should like to thank you in advance for considering this application and suggest the possibility of us meeting in an interview to explain any further details you may like to know about my work experience.

I look forward to hearing from you in the near future.

Yours faithfully,

Javier Bustinza

5.2 CURRICULUM VITAE

A **curriculum vitae** is a written description of your work experience, educational background and skills. Also called a **CV**, or simply a **vitae**, it is more detailed than a **résumé** and is commonly used by those applying for jobs outside the US and Australia. A curriculum vitae is also used by someone seeking an academic job in the US, for example in a college or university.

WHAT INFORMATION SHOULD A CV INCLUDE?

- ✓ **Personal details.** Most CVs start with these but take care to avoid superfluous details, such as religious affiliation, children's names and so on.
- ✓ **Education and qualifications.** Take care to include the names of institutions and dates attended in reverse order; university before school results. Your schooling may no longer be relevant if it was some time ago and you have since completed more relevant study.
- ✓ **Work experience.** The most widely accepted style of employment record is the chronological CV. Career history is presented in reverse date order starting with most recent. Achievements and responsibilities are listed against each role. More emphasis/information should be put on more recent jobs.
- ✓ **Skills.** Include computer skills and (genuine) foreign language skills and any other recent training/development that is relevant to the role applied for.
- ✓ **Hobbies and Interests.** Keep this section short.
- ✓ **Referees.** These can simply be 'Available on request'.

HOW LONG SHOULD A CV BE?

A good curriculum vitae should ideally cover **no more than two pages**. Aim to ensure **the content is clear, structured, concise and relevant**. Using **bullet points** rather than full sentences can help minimise word usage.

WHAT MAKES A GOOD CV?

There is no single "correct" way to write and present a CV but the following general rules apply:

- It is **targeted on the specific job or career area** for which you are applying and brings out the relevant skills you have to offer.
- It is carefully and **clearly laid out**: logically ordered, easy to read and not cramped.
- It is **informative but concise**.
- It is **accurate in content, spelling and grammar**. If you mention "attention to detail" as a skill, make sure your spelling and grammar is perfect!

DIFFERENT TYPES OF CV

- **Chronological:** outlining your career history **in date order**, normally beginning with the most recent items (reverse chronological).
This is **the “conventional” approach and the easiest to prepare**. It is detailed, comprehensive and biographical and usually works well for “traditional” students with a good all-round mixture of education and work experience.
- **Skills-based:** highly-focused CVs which relate your skills and abilities to a specific job or career area by **highlighting these skills and your major achievements**. The factual, chronological details of your education and work history are subordinate. These work well for mature graduates and for anybody whose degree or certificate and work experience is not directly relevant to the position they are applying for. Skills-based CVs should be closely targeted to a specific job.

When asked what would make them automatically reject a candidate, employers said:



- CVs with spelling mistakes or typos 61%
- CVs that copied large amounts of wording from the job posting 41%
- CVs with an inappropriate email address 35%
- CVs that don't include a list of skills 30%
- CVs that are more than two pages long 22%.
- CVs printed on decorative paper 20%
- CVs that detail more tasks than results for previous positions 16%
- CVs that have large blocks of text with little white space 13%

PROOF YOUR CURRICULUM VITAE

Double-check your curriculum vitae for **typos and grammatical errors**. Then **ask someone else to review it** for you – it is often hard to catch our own mistakes.

Look at the **format** of your curriculum vitae, and again, ask someone else to take a look. Is there plenty of white space? Is it cluttered? Is your formatting consistent (bold, italic, spacing, etc.) and is the overall picture that your CV provides a professional and polished one?

Keep it Short

If possible, try to keep your CV short and concise. Include summaries of your employment and education, rather than lots of details. Use formal (no slang or abbreviations) and well-written language, writing simply and clearly.

Tell the Truth

It can be tempting to over-polish a CV and make our educational qualifications or work history sound a little better than they really are. If you are tempted to stretch the truth about your work history - don't! It will come back to haunt you. Most employers conduct reference and background checks and if your curriculum vitae doesn't match your actual work history or education, you will most likely get caught at some point and you will either not get the job or will get fired if you have already been hired.

Project management skills are increasingly in demand so highlight course projects and especially group projects.

Also evidence for other relevant skills: presenting, quality focus, people skills and team working

KEY ATTRIBUTES



- Self motivated graduate with well developed project management and IT skills combined with a flexible attitude to work.
- A critical thinker with strong analytical skills
- Strong team-player skills developed through work in retail, in group laboratory experiments associated with the degree, and in particular group presentation work, in which good marks were achieved.
- Good organisational skills developed in a variety of deadline orientated situations.
- Get on well with people at all levels, easily making good working relationships.
- Have good presentation skills combining sound analytical research and clear verbal explanation.
- Seek out new responsibilities irrespective of reward and recognition.
- Strive for quality in everything I do.

CONTACT INFORMATION

Name
Address
Telephone
Cell Phone
Email

PERSONAL INFORMATION

Date of Birth
Place of Birth
Citizenship
(Visa Status)
Sex

EMPLOYMENT HISTORY

List in chronological order, include position details and dates

Work History
Academic Positions
Research and Training

EDUCATION

Include dates, majors, and details of degrees, training and certification

High School
University
Graduate School
Post-Doctoral Training
Certifications and Accreditations

LANGUAGE SKILLS

ITC SKILLS

AWARDS

PUBLICATIONS

INTERESTS

REFERENCES

These are available upon request

Name here

Road
Town
County
D.O.B; 9.9. 2015
Nationality; Spanish
Tel: 94 421 32 65
Mobile: 648 529 771
Email: vvooo@ikst.net

EDUCATION

Sept 2015	University of the Basque Country (Spain)
June 2015	BA Hons degree subject here Subjects studied included: <i>This has a good use of tables to give structure, use of two fonts for variety and lines to separate sections.</i> Final year project or dissertation:
Sept 2014	School and location
July 2013	Certificate
Sept 2012	School and location
July 2011	Certificate

EMPLOYMENT

Sept. 2015	Job Title - Employer and location
May 2015	Duties and skills used
Sept. 2014	Job Title - Employer and location
May 2013	Duties and skills used
Sept. 2012	Job Title - Employer and location
May 2011	Duties and skills used

LANGUAGES

ITC SKILLS

OTHER SKILLS

Leadership	Evidence for this: captain of sports team, chair of student society etc. Of course, you would choose other skill sets here to fit your own skills and the skills required in the job you were applying for.
-------------------	---

- Communication** Evidence for this: presentations, sales jobs etc.
Organisation Evidence for this: projects, jobs etc.
Interpersonal Evidence for this: interests, jobs involving people etc.

INTERESTS

- Interest 1 here
- Interest 2 here
- Interest 3 here
- Interest 4 here

REFERENCES

These are available upon request.

Grey boxes make the CV attractive without being obtrusive. Modules are in columns to save space.

NAME

Road, Town, County, CT2 99ZZ

Date of Birth: 12.12, 2015

Email Address: vvooo@ikst.net

Nationality: Spanish

Full Clean Current Driving Licence

Telephone Number: 94 421 32 65

Mobile Number: 648 529 771

OBJECTIVE

Another smart CV. The use of grey boxes is attractive without being obtrusive. Course modules are laid out in columns to save space.

EDUCATION AND QUALIFICATIONS

2011-July 2015 **University of Basque Country**
Bachelor's degree

2009-2011 **School and Location**
Vocational school

2007-2009 **School and Location**
"A" Levels (Bachillerato)

WORK EXPERIENCE

July 2015 **Employer name and location**
Sept. 2015 Duties and responsibilities, plus skills learned or used.

July 2015 **Employer name and location**
Duties and responsibilities, plus skills learned or used.

June 2015 **Employer name and location**
Sept. 2015 Duties and responsibilities, plus skills learned or used.

June 2015 **Employer name and location**
Duties and responsibilities, plus skills learned or used.

SKILLS

Computing I am proficient in using Windows XP, and Linux. I also have experience using Microsoft Access and Excel.

Languages I speak good conversational French.

ADDITIONAL INFORMATION

- Interest 1 here
- Interest 2 here
- Interest 3 here
- Interest 4 here

REFERENCES

Academic (tutor/lecturer)	<i>Referee name</i>
Department	<i>Job Title</i>
University of	<i>Employer name</i>
The Basque Country	
Leioa, BIZKAIA	<i>Town</i>
48940	<i>Postal Code</i>
Tel: 94 421 32 65	Tel: 648 529 771
email: vvo00@ikst.net	



LAURA ZÚÑIGA MARQUEZ

15 366 365 G
C/ Murrieta, 5 - 1ºD 48991 - Barakaldo (Bizkaia)
T. 689 605 323
E. Izuniga199@hotmail.com
Madrid, 9 de junio de 1993

FORMACIÓN ACADÉMICA

- 2012 - 2014 Nombre de la titulación.
Institución que otorga el título.
(si necesario, breve descripción de la formación adquirida)
- 2010 - 2012 Técnico superior en Dirección de Cocina.
Escuela de Hostelería de Leioa, Leioa (Bizkaia).

FORMACIÓN COMPLEMENTARIA

Curso de Prevención de riesgos laborales (300 horas), OSALAN - Gobierno Vasco.
Curso de Contabilidad (250 horas). Cámara de comercio de Bilbao.

EXPERIENCIA PROFESIONAL

- 2014 - 2015 Cargo desempeñado
Empresa u organización en la que se ha trabajado.
Breve descripción de las funciones realizadas.
- 2014 Prácticas de Dirección de Cocina (3 meses).
Restaurante KOTO de Palma de Mallorca (Mallorca).

IDIOMAS

Euskera hablado y escrito: nivel C1.
Inglés hablado y escrito: nivel medio.

INFORMÁTICA

Paquete Office: nivel usuario.
Internet: nivel usuario.

OTROS DATOS DE INTERÉS

Carné de conducir B1.
Disponibilidad para viajar.

VIDEOCURRICULUM

The Videocurriculum is nothing more than a video presentation in which the applicant for a position speaks of herself/himself, talents and abilities, their achievements and ambitions. It is a kind of “promotional video” of each, you might say.

When developing a videocurriculum it is very important to understand what we have and what we want to image. In total, we should be able to present in no more than a minute and a half, and do it naturally, honestly and creatively, using all those aspects we can bring positive value.

Make it very clear what your strengths are and why they should hire us.

Finally, the most important is diffusion. There are specialized web portals to make it through corporate mails of the companies that we choose to work and, above all, through social networks and the media.

WEB CURRICULUM

A WEB CV is a personal Web page designed as a curriculum, ie, as a presentation of your skills, abilities and accomplishments and posted on the Internet, so that any business in the world can access it.

The main disadvantage of this type of CVs is the unfamiliarity of many companies, which are still much anchored to the traditional system of paper CVs. Therefore, it is advisable to use the web curriculum as a complement to traditional paper CV.

SELECTION TESTS AND PSYCHOMETRIC TESTS

Employers use a range of tests and exercises in the recruitment process.

- **Psychometric tests**
These include ability tests, aptitude tests and personality questionnaires.
- **Situational Judgement Test (SJT)**
Basically, SJTs measure behaviour and attitudes to work-related scenarios.
- **Case study exercises**
Common in consultancy interviews
- **In-tray exercises**
These simulate a real work situation.
- **Group exercises**
This involves some form of group exercise with other candidates - this might be a practical task or taking part in some form of discussion. It gives the employer the chance to see how a candidate interacts and works with others.
This is about good teamwork.

5.3 JOB INTERVIEW



THE GOAL OF THE JOB INTERVIEW

To find the right employee from hundreds of applicants with similar qualifications.

The interviewer tries to elicit information about:

- Who the candidate is
- What skills or abilities the candidate has
- If the candidate will be able to do the job
- If the candidate fits in with the company

PREPARE THE INTERVIEW



You should prepare carefully for **each interview** you have.

The better prepared you are, the more **confident you will feel**.

When you feel confident about an interview, **you will perform well**.

BEFORE THE INTERVIEW

- 1 Research employer
- 2 Research the job
- 3 Research yourself
- 4 Prepare answers: **Explains it to positive. Always make it positive.**



FINAL PREPARATION

- Trial run: Do at least one trial run with a trusted person
- What to wear:
 - Dress appropriately.
 - Take into account the culture of the company.

AT THE INTERVIEW



- First impressions are important
- Be on time/early
- Body language
- Give a firm handshake
- Make eye contact
- Be yourself; that is who they want to meet
- Stay calm
- Be positive and enthusiastic
- Speak clearly
- Don't give one-word answers
- Don't criticise anyone

AT THE END OF THE INTERVIEW



- Keep any questions you have brief and relevant (i.e. main responsibilities)
- Thank the interviewers
- Smile again
- Leave calmly

AFTER THE INTERVIEW



- Review your performance during the interview.
- Did you establish rapport with the interviewers?
- Make a note of the unexpected questions you were asked and those that were difficult for you to answer.

TOUGH JOB INTERVIEW QUESTIONS



- 1 TELL ME ABOUT YOURSELF
- 2 WHY SHOULD I HIRE YOU?
- 3 ARE YOU A TEAM PLAYER?
- 4 WHY HAVE YOU HAD THIS GAP IN YOUR CAREER?
- 5 WHY DO YOU WANT TO WORK FOR OUR COMPANY?
- 6 WHAT ARE YOUR STRENGTHS?
- 7 WHAT ARE YOUR WEAKNESSES?
- 8 WHAT DO YOU KNOW ABOUT OUR COMPANY?

1 TELL ME ABOUT YOURSELF

- So as you answer this question, talk about what you have done to prepare yourself to be the very best candidate for the position. Keep your answer to a minute or two at most.
- Cover four topics: early years, education, work history, and recent career experience. Emphasize this last subject. Use an example or two to back it up.

2 WHY SHOULD I HIRE YOU?

- You need to review the job description and qualifications very closely to identify the skills and knowledge that are critical to the position, and then identify experiences from your past that demonstrate those skills and knowledge.
- Be enthusiastic about why you want this job.
- An excellent reason to employ you is that you are a hard worker.



"One of the first things I learned early on was that hard work is the key to success.

I recognize that working hard is a differentiator and I have put in the hours and effort to make sure that I do the job better."

"I have the right combination of skills and experience for this job. I also bring the additional quality of..."

3 ARE YOU A TEAM PLAYER?



"Yes, I'm very much a team player. In fact, I've had opportunities in my work, school and athletics to develop my skills as a team player. For example, on a recent project..."

4 WHY HAVE YOU HAD THIS GAP IN YOUR CAREER?

- Try to make it clear that you used this time usefully for bettering yourself, for example through education or voluntary work. Give examples of the useful things you did during your career gap.
- If you did take the time sitting on a beach or inactively unemployed then it is probably worth sitting down to think how this time helped you develop as a person.

5 WHY DO YOU WANT TO WORK FOR OUR COMPANY?

- Using your research find two or three specific reasons why you are interested in the company. Possible aspects that attract you to the company include the reputation the

company enjoys, the type of people employed by the company, the future direction the company is taking, the opportunities in the company and the products and services offered by the company.

"You are a small company with great opportunity for staff development".

"Your company has a reputation for being innovative and open to new ideas".

"I understand this company is expanding, your website indicates that you are about to launch a number of new products. I would like to be a part of this exciting growth".



6

WHAT ARE YOUR STRENGTHS?

- Don't just list your strengths, back them up with facts. An attribute is far more powerful if it is rooted in a relevant example.
- Focus on three or four strengths. Good examples include organisational and planning skills, perseverance, persuasive ability, communication skills, leadership ability, stress tolerance, ability to learn and apply new information and skills, open-minded, flexibility, independence, problem-solving abilities, creativity, technical and professional knowledge, reliability, passionate, self-motivation and initiative.

7

WHAT ARE YOUR WEAKNESSES?

"I can be a bit aggressive in getting to my goals".

"At times I can get too involved in other people's problems, trying to help them".

"I can get frustrated sometimes when team members are reluctant to participate within the team".



8

WHAT DO YOU KNOW ABOUT OUR COMPANY?

- You should look for information about the company on the internet or other sources of information.
- That means you are interested in the company and the job the company offers.

PERSONAL BRANDING

Personal Branding is the practice of people marketing themselves and their careers as brands.

Personal branding is essentially the ongoing process of establishing a prescribed image or impression in the mind of others about an individual, group or organization.

Branding has reached a new level of imperative because of the rise of the Internet. The growth of the virtual world created the necessity of managing online identities.

Today, added emphasis is placed on personal branding, especially in the online world.

Employers are now increasingly using social media tools in order to vet applicants before offering them interviews. Such techniques range from searching the applicants Facebook or Twitter feed to conducting large background checks using search engines and other tools.

Amongst job-seekers, this is leading to a shift away from the practice of submitting a CV as part of their job application process to providing potential employers with access to a number of personal brand assets. Such assets are likely to include a CV, links to a carefully managed LinkedIn profile and a personal blog, evidence of articles which disseminate original ideas on industry blogs and evidence of having an online following. Such efforts give job-seekers better odds of being noticed by potential employers.



EXERCISES

1 Find three job advertisements related to your personal and professional profile searching in any of the information sources you have learnt in this unit.

2 Research what are the job requirements to the position and make a list of them.

3 Compare the requirements with your personal and professional qualities. Make a list with two columns:

1. Strengths

2. Weaknesses

4 Think and write down what should you have to do to overcome those weaknesses and improve your strengths.

5 Choose one of the three ads (the one which suits you the most) and write a cover letter and a CV referred to that position.

You must write 2 cover letters:

- One in Spanish
- One in English

(Try to adapt each cover letter and CV to the characteristics of each country).

You must write 4 curriculum vitae:

- Europass in Spanish
- Europass in English
- Standard CV in Spanish
- Standard CV in English

unit 6

LABOUR LAW

1. LAW

1.1 Classification of law: Public Law and Private Law

2. LABOUR LAW SOURCES: MATERIAL AND FORMAL HIERARCHY OF LABOUR REGULATIONS

3. SPANISH LABOUR LAW

3.1 Origin and evolution

3.2 Jurisdiction

3.3 Labour relations, special labour relations and non-labour relations

4. GENERAL PRINCIPLES OF LABOUR LAW

5. LABOUR COURTS

6. LABOUR ADMINISTRATION

7. RIGHTS AND DUTIES OF EMPLOYERS AND EMPLOYEES

8. SPANISH LABOUR LEGISLATION

VOCABULARY

ACCOMPLISHMENT	Logro	y magistrados	
AGREEMENT	Acuerdo	TO LAY DOWN	To enforce rules
TO ALLOW	Permitir	LEGAL STANDARD	Norma jurídica
TO APPEAL	Apelar	TO LODGE A COMPLAINT	Interponer una queja
TO APPROVE	Aprovar	TO MAKE AN APPEAL	Interponer un recurso
TO ASSEMBLE	Reunirse	TO MANAGE	Gestionar
CHAMBER	Cámara	ORDINARY LAW	Ley ordinaria
TO CHOOSE	Elegir	ORGANIC LAW	Ley orgánica
COLLECTIVE AGREEMENT	Convenio colectivo	POLLING STATION	Local de votación
COMPLAINT	quejas, reclamaciones	TO RATIFY	Ratificar, revalidar
TO COMPLY	Cumplir, acatar, obedecer	TO REACH	Alcanzar
CONSOLIDATED TEXT	Texto Refundido	REGULATION	Reglamento
CUSTOM	Costumbre	RELATIVE	Pariente
TO DEAL	Acuerdo, trato	TO REQUIRE	Requerir
TO DRAW UP	Elaborar, redactar una ley	REDUNDANCY	Despido, cese
DECREE-LAW	Decreto-Legislativo	RIGHT	Derecho
DUTY	Deber	RULE	Norma
EMPLOYER	Empleador/empresario	SALARY	Salario
EMPLOYEE	Empleado	TO RATIFY	Ratificar
ENFORCEABLE	Ejecutable, aplicable	TO SANCTION	Sancionar
ENTITLEMENT	Derecho	TO SELECT	Seleccionar
GENERAL PRINCIPLES OF LAW	Principios Generales del Derecho	SENTENCE	Sentencia
INDUSTRIAL ACCIDENT	Accidente laboral	A SET OF	un conjunto de
INTERNATIONAL TREAT	Tratado Internacional	SOURCE	Fuente, origen
LABOUR	Laboral	STANDARD	Norma
TO LAY DOWN	Poner las reglas	STRIKE	Huelga
LAW	Derecho	SUPREME RULE	Norma suprema
LEGISLATIVE DECREE	Decreto Ley	TRADE	profesión, gremio
LONGSHOREMAN	Estibador, cargador	TRADE UNION	sindicato
TO FULFILL	Cumplir	TREATY	Tratado
TO GOVERN	Regular	TO UPHOLD	Cumplir
TO IMPOSE	Imponer	VENTURE	Riesgo
INALIENABLE	Irrenunciable	WAGE	salario
TO INHERIT	Heredar		
ISSUE	cuestión, asunto, conflicto, problema		
JOB-HUNTING	Búsqueda de empleo		
TO JOIN	Unir		
JUDGES AND MAGISTRATES	Jueces		

1

LAW

Law is the body of rules and principles established in a community by an authority that regulates behaviour and relationships in society. These rules are imposed by force, which carries punishments if they are violated.

Law is a set of rights and duties.

“All citizens are equal before the Law”.

“No person is above the law”.

1.1 CLASSIFICATION OF LAW: PUBLIC LAW AND PRIVATE LAW

In Spain there are different types of law:

PRIVATE LAW

A set of legal standards governing relationships between individuals, such as Civil Law, Commercial Law and Private International Law.

PUBLIC LAW

A set of rules governing the relationships between individuals and the State or between public institutions; for example: Administrative Law, Criminal Law, Tax Law, etc.

Labour Law belongs to both, Private Law (i.e. employer and employee contract agreement) and **Public Law** (i.e. the State establishes minimums entitlements to be fulfilled).

2

LABOUR LAW SOURCES: MATERIAL AND FORMAL HIERARCHY OF LABOUR REGULATIONS

In the field of Law, we can distinguish “material sources” and “formal sources”.

MATERIAL SOURCES

In Law we can also say that the rules emanate from a specific institution or a group of people.

In this case we are talking about the material sources of Law (those who can draw up laws):

- **THE PARLIAMENT**
- **THE GOVERNMENT**
- **SOCIAL PARTNERS (TRADE UNIONS AND EMPLOYERS ASSOCIATIONS)**
- **EMPLOYER AND EMPLOYEE**
- **PROFESSIONAL GROUPS**

HIERARCHY OF NORMS

“Standard of lower rank cannot contradict or violate the provisions of a standard higher rank”.

FORMAL SOURCES

These are the rules (legal standards)

Listed in order of hierarchy are the following:

- 1 European Community Legislation
- 2 Spanish Constitution
- 3 International Treaties and International Labour Organisation Conventions.
- 4 Organic Act
- 5 Ordinary Act
- 6 Decree Act
- 7 Legislative Decree (Articulated Texts and Consolidated Texts)
- 8 Decrees and Ministerial Orders
- 9 Collective Agreement
- 10 Labour Contract
- 11 Custom
- 12 General Principles of Law

Rules that are created outside the Spanish State are classified as **external sources** (i.e. European Community legislation, International Treaties).

Those created by the Spanish institutions are **internal sources**.

1 European Community Legislation:

1.1 Community Regulations

These are a legislative acts of the European Union (EU) that become immediately enforceable as law in all member states simultaneously.

1.2 European Directives

The member states of the EU are obliged to reach the results that are stipulated in the directives. The member states are free to choose the way and the means used

to reach these results. The directives are obligatory norms for all the members of the EU. (E.g. Working Time Directive 2003/88/EC).

2 The Spanish Constitution of 1978

The Spanish Constitution (SC) was approved by the Spanish Legislative Chambers: the Congress and the Senate (In Spanish, Cortes Generales: Congreso y Senado) on 31st October, 1978. It was ratified by national referendum on 6th December, 1978.

The Constitution contains fundamental rights, rights and freedoms of citizens and the basic principles of the economic and social policy. It is the supreme rule of law within the legal system.

3 International Treaties and International Labour Organisation conventions

An international treaty is an agreement between the Spanish Government and other foreign governments. These international agreements take effect at the moment of their publication in the Official Newspaper (Boletín Oficial del Estado - B.O.E.).

4 Organic Act

Organic act is a specific type of law. They are debated and passed in the Congress and the Senate. They are different from ordinary legislation in two ways:

- The organic act regulates important subjects: the implementation of fundamental rights and public freedoms, the statutes of Autonomy and the general election system.
- Organic acts require an absolute majority (more than 50% of all members of the Parliament). This means the law must be passed by the majority of the members of the Chambers.

5 Ordinary Act

Ordinary acts regulate other matters that organic laws do not regulate. They require a simple majority (more than 50% of all members of the Parliament that are present at the time) of both the Congress and Senate.

6 Decree Act

This is a rule of law issued by the Government in exceptional and urgent situations. It has the force of law. This cannot affect basic institutions of the State: rights and liberties of the citizens, the system of the Autonomous Communities or the general election act.

7 Legislative Decree

Legislative decrees are Government regulations. They are also treated as law. There are two different kinds of Legislative Decrees:

- Articulated Texts (Textos Articulados): the General Courts provide a basis to be developed by the Government.
- Consolidated Texts (Textos Refundidos): these bring together different acts related to the same matter, to be organised.

8 Decrees and Ministerial orders

These are rules of a lower status. The Government draws up decrees and ministerial orders.

9 Collective Agreement

Employers and the legal representatives of the workers negotiate the terms and conditions of employment that leads to a collective agreement.

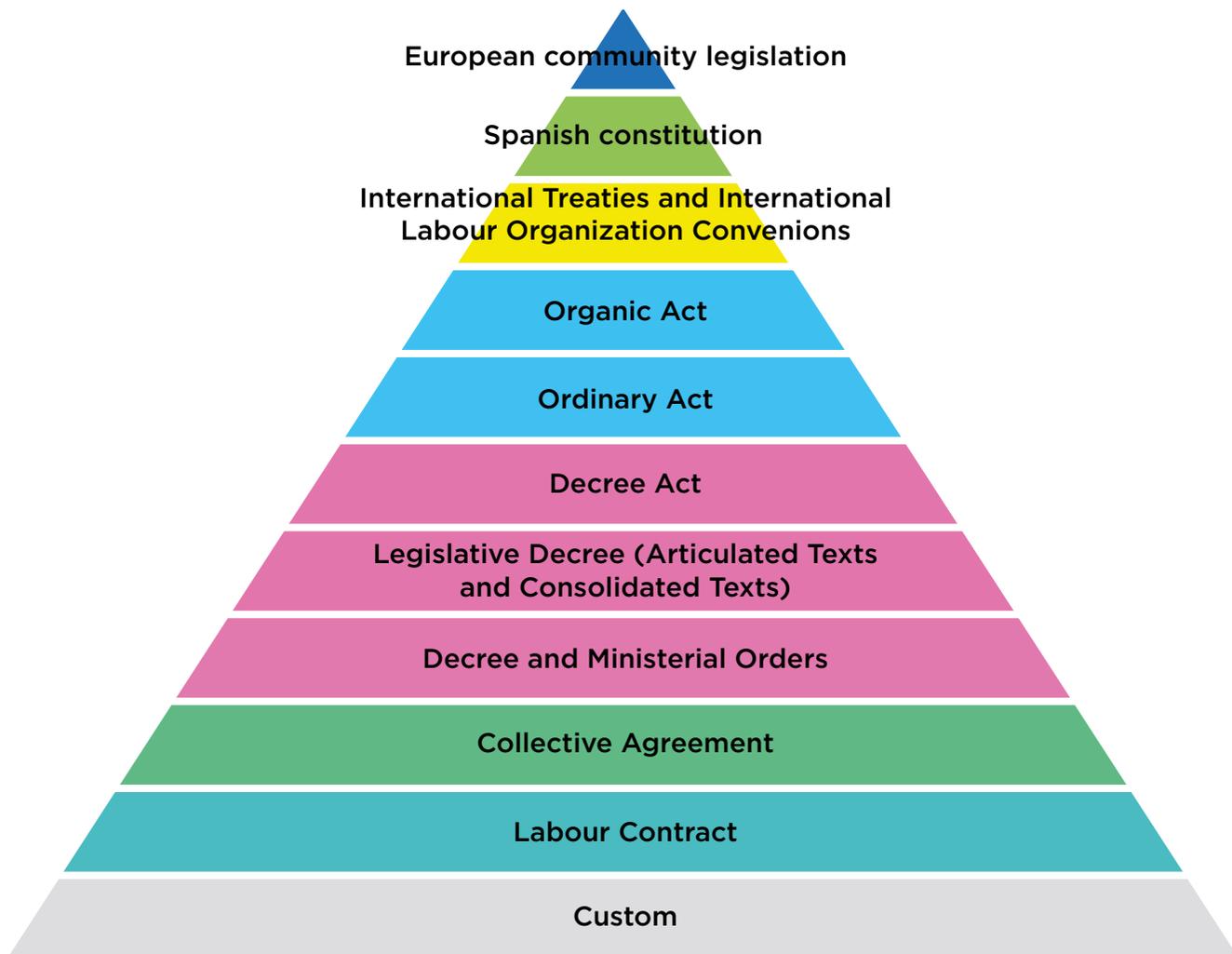
10 Labour Contracts

This is a bilateral agreement between a company and a worker. The worker must do their job and the company will have to pay for that job.

11 Uses and Customs

They are usually unwritten rules. They do not come from the State, but from society. These are not local general customs. Uses and customs are related to a specific place (i.e. a village, a town...) and also to a specific trade, and they have to be proved in court.

For instance: Bakers in the village of Villanueva give their employees a cake every year on the feast-day of the village. This happens only in this place and in this trade.



Pyramid scheme of the hierarchy of law regulations

3

SPANISH LABOUR LAW

This involves those areas of law which appertain to the relationship between:

- Employers and employees
- Employers and trade unions
- All of previous ones, with the State

3.1 ORIGIN AND EVOLUTION

Labour Law started in the middle of the 19th century with the Industrial Revolution.

Ordinary working people found increased opportunities for employment in the new mills and factories, but these were often under strict working conditions with long hours of labour (machines set the pace for the workers), child labour, dirty working conditions... Employers had total power.

The organisation of workers or Trade Unions helped in the advancement of the interests of working people. Politicians and the government tried to limit bad working conditions, setting up regulations to protect the working class against the power of the employer.

The basic rule for the Spanish workers is the **Workers' Statute** passed in 1980.

The adapted **Workers' Statute Law Consolidated Text** (Legislative Decree), which includes all the regulations related to labour relationships, was passed in 1995.

Labour Law develops as the economic and social situation changes.

3.2 JURISDICTION

Work is defined as a physical or mental effort or activity directed towards the production or accomplishment of something.

But not all work is regulated by Labour Law.

The activity regulated by Labour Law (LABOUR RELATION) must have the following characteristics:

PERSONAL: The worker is the only one who can do the work. They cannot be replaced.

VOLUNTARY: Everyone is free to accept a job or to leave one's job. No one can force anyone to do any work activity.

WORK FOR OTHERS: Not self-employed. The company hires someone's services under certain conditions and owns the result of the employee's performance, taking business venture.

DEPENDENT: The employer runs the company and the employee receives orders, and acts under the employer's management.

PAID: The employee performs work under certain conditions in return for remuneration.

Most of the work activities, almost all with an employment contract, are labour relations.

3.3 SPECIAL LABOUR RELATIONS AND NON - LABOUR RELATIONS

There are certain labor activities that, while they fulfill all the characteristics of labour relations, are special in some way and have their own rules.

In matters that are not regulated by these rules it is necessary to address The Workers' Statute Law Consolidated Text

SPECIAL LABOUR RELATIONS include:

- ✓ Top management personnel.
- ✓ Domestic service.
- ✓ Convicted offenders in jail.
- ✓ Professional athletes.
- ✓ Artists who work in public shows.
- ✓ Sales representatives.
- ✓ Longshoremen working for State Companies.
- ✓ Disabled people working in special work-centres.

NON LABOUR RELATIONS do not fulfill the characteristics of labour relations. These include:

- ✓ Civil servants
- ✓ Commission agents
- ✓ Compulsory activities, such as being a member of a jury or of a polling station, helping the council in an emergency...
- ✓ Members of Board of Directors in limited companies, as long as they don't carry out other tasks in these companies.
- ✓ Volunteer work
- ✓ Jobs in family business, being a close relative (until 2nd degree).
(To know the degree of two relatives it is necessary, firstly to go up the family tree from one relative to the joint branch and secondly to go down to the other relative).

4

GENERAL PRINCIPLES OF LABOUR LAW

MINIMUM NORM

Higher level regulations lay down basics to be observed by lower level regulations.

Example: A contract of employment cannot set up less favourable work conditions than a collective agreement does.

MOST ADVANTAGEOUS NORM

In the case of more than one norm could be applied in a work issue, the most beneficial norm for the worker will be applied.

Example: If a worker has 40 days of holidays according to the collective agreement, this norm will be implemented, as it is more advantageous than the one that is in the Workers' Statute Consolidated Text.

INHERIT OR INALIENABLE RIGHT

Workers cannot renounce the rights and entitlements recognized by legal regulations.

Example: A worker cannot decline holidays.

THE MOST BENEFICIAL CONDITION

If labour regulation attributes less favourable conditions than those held in the contract of employment, the most beneficial condition for the employee will prevail over the others.

Example: If the worker receives a seniority bonus from the beginning of his contract of employment, he will continue to receive it.

IN DUBIO PRO OPERARIO

When in doubt of how to apply a norm, it will be applied to benefit the worker.

Example: Even when it cannot be proved the relation between work and a heart attack, during the working time and in the workplace, the social court will rule it as an work-related accident.

5

LABOUR COURTS



Here we refer to all judges and magistrates. They deal with labour issues and matters related to Social Security for workers, redundancy, workers benefits, labour penalties, etc.

1 The Social Courts - Juzgados de lo Social

Its jurisdiction extends throughout the province and is located in its capital (county town).

Social Courts judge **individual disputes** about labour statutory rights or contracts of employment, as well as **collective disputes** at a **provincial level**.

2 The Regional High Courts - Tribunales Superiores de Justicia de las Comunidades Autónomas

The Regional High Court is the highest level of justice within each Autonomous Region of Spain.

Appeals can be made through a process called “**suplicación**” against sentences of the Social Courts, and also judges Trade Union’s issues and **collective disputes** that **exceed provincial level**.

3 National High Court - Audiencia Nacional (AN)

The National High Court is located in Madrid, with jurisdiction over the whole Spanish territory and judges **Trade Union’s issues and collective disputes that exceed regional level**.

4 The Supreme Tribunal - Tribunal Supremo (TS)

The Supreme Court is the highest level of justice in the Spanish judiciary. It is based in Madrid and its jurisdiction extends throughout the Spanish territory and over all judicial matters.

Appeals are heard by the TS making a **final decision against sentences of similar cases** that have been sentenced in different ways by Regional High Courts (TSJ) regional level and the National High Court (AN)

Jurisprudence:

From the Latin term *juris prudential*, which means “the study, knowledge, or science of law”.

A sentence sets jurisprudence when there are at least two or more sentences from the Supreme Tribunal with the same decision.

6

LABOUR ADMINISTRATION

Labour Administration deals with the **development of the Labour Law** (by drafting new laws), its **implementation** and **control**.

It also deals with the **development** of the **labour policy** through the Labour Ministry bodies and the Autonomous Regions’ agencies. It also controls **the performance of labour legislation** through Labour Inspection.

Employment and Social Security Ministry

State intervention in the labour field is carried out by the Ministry of Labour.

The Autonomous Regions Labour Agencies

The Autonomous Regions develop Labour Legislation in their regions. Even though they must observe the basic regulations laid down for all the country as the Spanish Constitution grants the State exclusive powers in labour legislation and social security.

The Labour Inspection

This is a State Administration body whose aim is to guarantee that Labour Law is upheld. Its functions are:

- To inspect and penalize offences against Labour Law and Health and Safety at work.

- To advise both employers and employees about their rights and duties.
- To act as a mediator in collective disputes.
- To issue reports of industrial accidents.
- To adopt health and safety measures to protect workers' health.

**State Public Employment Service (Spanish acronym: SEPE)
Lanbide (Basque Employment Agency)**

These help and give guidance on job-hunting, professional training and setting up business. There also helps employers in recruiting personnel for their companies.

The General Treasury of Social Security

Its main function is to collect and administrate the employers and employees payments that are compulsory.

Social Security Institute

It manages Social Security benefits.

FOGASA (Wage Guaranty Fund)

It takes the responsibility for non-paid salaries and compensations caused by the employers' insolvency.

7 RIGHTS AND DUTIES OF WORKERS AND EMPLOYERS

The rights and duties of workers are listed in the Workers' Statute, in Article 4:

The legislator makes a classification of these rights in two main sections:

Basic workers' rights

“Basic workers’ rights”

- The right to work and to choose a profession or occupation.
- The employee has the right to freely join or not to join a Trade Union.
- The right to sign a collective agreement for workers for better working conditions in companies.
- The right to take collective actions to defend the collective interests of the workers.
- The right to strike.
- The right to assemble in the workplace.
- The right to be informed, to consult and to participate in the company.



Workers' rights

“Rights arising from the employment contract”

- The right to have an effective occupation.
- The right to be promoted within the company.
- The right to vocational training at work.
- The right not to be discriminated against.
- The right to an adequate health and safety policy.
- The right to respect worker’s personal privacy.
- The right to receive wages at the time established in the work contract.
- The right of workers to go to court to defend their rights and interests.



Workers' duties

Duties of workers are also included in the Workers’ Statute in Article 5.

- The employee must comply with the specific obligations related to their job.
- The employee must comply with health and safety measures.
- The employee must comply with the orders and instructions of the employer.
- The worker should help improve company productivity.

- To choose, where, when and how to carry out the work activity (management authority).
- Ius variandi decision: to change employee’s duties in work, workplace and other work conditions.
- To guard and control the employees’ work activities. The employer has the authority to penalise the employee in case of non-fulfilment (disciplinary authority).

It is important for the employer to take into account that misconducts can expire:



Employers' rights

	TYPE OF MISCONDUCT	DAYS
PENALISING PERIOD (from the moment the employer has been made aware of the misconduct)	Minor misconduct	10
	Serious misconduct	20
	Very serious misconduct	60
DEADLINE	In any case, if the employer has no notice of the misconduct after 6 months there is no possibility of sanctioning the employee.	

The employees are not obliged to comply with the employer's orders in the following situations:

- When orders affect to the worker's personal privacy.
- When orders can cause a high risk to the employees' health and safety.
- When orders go against the dignity of the employee.
- When orders are illegal.



- To provide a meeting place for the workers and inform them about the company.
- To give tasks to the employees and the resources to perform them.
- To let employees take part in exams and professional training, and to be promoted.
- To give equal treatment.
- To plan risk prevention in the workplace.
- To guard and protect health from risks at work.
- To give tasks belonging to the professional category.
- To respect worker's personal privacy.
- To pay salary punctually.

8

SPANISH LABOUR LEGISLATION

1 **Texto Refundido de la Ley del Estatuto de los Trabajadores** - Workers' Statute Act Consolidated Text

This is the basic legislation of the Spanish Labour Law and contains the rights and obligations that appear in the Constitution. It also includes general rules about the contract of employment, the rights and obligations of the workers and employers, the rights of collective representation and meeting, and the regulations about Collective Agreements.

2 **Ley Orgánica de Libertad Sindical** - Freedom of Association Organic Act

This regulates the constitutional right to belong to a union, the organisation and judicial status of unions, the way in which unions become representatives, the way in which unions can develop their activities, and safeguards the right to belong to a union.

3 **Ley de Prevención de Riesgos Laborales** - Risk Prevention Act

This regulates the necessary measures and activities to prevent risk at work.

4 **Ley de Infracciones y Sanciones en el Orden Social (LISOS)** - Act of Infringements and Punishments of a Labour Nature

This regulates the infringements and punishments related to labour issues.

5 Texto Refundido de la Ley General de la Seguridad Social - Social Security General Act Consolidated Text

This regulates and establishes the organisation and management of the Spanish Social Security.

6 Texto Refundido de la Ley del Procedimiento Laboral - Labour Proceedings Act Consolidated Text

It consists of norms related to labour disputes and lawsuits that must be solved in Labour and Social Security Courts.



EXERCISES

1 What are the characteristics that must have a work activity that is regulated by Labour Law?

2 Why are the following works not considered a labour relation and, therefore, are not regulated by Labour Law?

Self-employed

Student who works in a company within the module of “work placement” (FCT).

A volunteer of a Non-Governmental Organisation (NGO).

3 Rank in order of hierarchy (from 1 to 6) the following formal sources of Labour Law:

- Collective Agreement
- EU Directive
- Contract of employment
- Spanish Constitution
- Texto refundido del Estatuto de los Trabajadores - Workers' Statute Act Consolidated Text
- Regulations of the Labour Ministry

4 Which corresponds to which?

NORM	BODY
1. Collective Agreement	Parliament
2. Organic Act	Government
3. Regulation	Employer and workers' representatives
4. Contract of employment	Employer and employee
5. Decree	Minister

5 According to the Workers' Statute the minimum is 30 calendar days and the Collective Agreement says that is 32 working days. The International Labour Organisation (ILO) establishes it will never be less than 3 working weeks per year of work.

Order those norms according to their hierarchy.

How many holiday days is the worker entitled to have and why?

Could it be possible that the Collective Agreement states a less number of days than the stated in the Workers' Statute?

6 If Labour norms are not being fulfilled in a company, where can you go to lodge a complaint?

7 If a worker does not agree with the sentence given by a Social Court, where can he/she make an appeal?

8 If a worker does not agree with the change of functions made by the employer (these are not related to his/her professional status), can he/she sue the employer? If so, where?

9 Which of the following facts will be judged in a Labour and Social Security Court?

- a.** A robbery of an employee within a company.
- b.** Disciplinary dismissal of a worker.
- c.** Misconduct of a civil servant.
- d.** Fraud in the Income Tax deductions of workers

10 An international treaty cannot have regulations which come into conflict with:

- a.** Organic acts.
- b.** Other multilateral treaties.
- c.** The Constitution.
- d.** Judgements of the High Court.

11 What are the main Laws in the Spanish Labour Law?

12 A worker committed a very serious misconduct on the 7th January. The employer was aware of it on the 9th June of the same year. Can the employer sanction him? Why?

unit 7

CONTRACT OF EMPLOYMENT

1. CONTRACT OF EMPLOYMENT

- 1.1 Definition
- 1.2 Essential requirements of a contract
- 1.3 Individuals in a contract
- 1.4 Form of a contract of employment
- 1.5 Contents of an employment contract
- 1.6 Probationary period

2. TYPES OF CONTRACTS

- 2.1 Permanent contracts or open-ended contracts
- 2.2 Part-time contracts
- 2.3 Temporary training contracts
- 2.4 Structural temporary contracts
- 2.5 Contract for people with little or not work experience
(Contrato de primer empleo joven)
- 2.6 Retirement related work contracts
- 2.7 Other employment contracts
- 2.8 Economically dependent self-employed

3. PRIVATE RECRUITING AGENCIES AND TEMPORARY EMPLOYMENT AGENCIES (TEA), ETT IN SPANISH

- 3.1 Private recruiting agencies
- 3.2 Temporary employment agencies (TEA)

VOCABULARY

AGREEMENT Acuerdo	OVERLOAD Sobrecarga
AIM Objetivo, propósito	OVERTIME Horas extraordinarias
TO ARISE Surgir	PART-TIME CONTRACT Contrato a tiempo parcial
BACKLOG Trabajos pendientes, acumularse	PARTIES Partes de un contrato
BINDING Vinculante, obligatorio	TO PERFORM Cumplir, desempeñar
TO CARRY OUT Cumplir, llevar a cabo, realizar	PROBATIONARY PERIOD Periodo de prueba
CHARTER Escritura de constitución	TO PURSUE Perseguir, buscar
COMMAND Orden, mando	TO RAISE Aumentar, subir
CONSENTING Consentimiento	RECRUITMENT Contratación de personal
CONTRACT OF EMPLOYMENT Contrato de trabajo	REGARDING TO Atendiendo a, en relación a
CORPORATE ENTITY Persona jurídica	REGARDLESS Independientemente, sin tener en cuenta, a pesar de
DISABLE Minusválido	REINSTATED Reincorporados
TO DRAW UP Elaborar	RELIEF Relevó
TO DRAW UP A CONTRACT Hacer un contrato	RELIEVED Relevado
E-WORK Teletrabajo	RELIEVER Relevista
EARLY RETIREMENT Jubilación anticipada	TO REPORT Declarar, informar
EMPLOYMENT CONTRACT Contrato de trabajo	REQUIREMENT Requisito
ENTITLEMENT Derecho, subsidio, subvención	RETIREMENT Jubilación
FOR-PROFIT ENTITIES Entidades con ánimo de lucro	SEASONAL WORK Trabajo estacional
FULFILLED Cumplimentado	SENIORITY Antigüedad en la empresa
FULL-TIME Jornada completa	SEVERANCE PAYMENT Indemnización por despido
FORCE MAJEUR Fuerza mayor	SKILLED Habilidadoso, cualificado
TO HIRE Contratar, alquilar, arrendar	STAFF Personal de la empresa
TO IMPROVE Mejorar	SURVEILLANCE Vigilancia
INCORPORATION DEED Escritura de constitución	STATEMENT Declaración, extracto, estado
INROAD Incurción, avance	STRIKE Huelga
INSURANCE Seguro, protección	SUBJECT Objeto
TO INVOLVE Conllevar, suponer, involucrar	TEMPORARY TRAINING CONTRACTS Contratos temporales formativos
TO LAID DOWN Fijar	TERMS OF THE CONTRACT Términos del contrato, cláusulas
LIKEWISE Igualmente, asimismo	UNFAIR DISMISSAL Despido improcedente
TO LINK Encadenar, enlazar	WORK CONTRACT Contrato de trabajo
NATIONAL INSURANCE CONTRIBUTIONS Cotizaciones a la seguridad social	WORK EXPERIENCE CONTRACT Contrato en prácticas
NON-PROFIT ENTITIES Entidades sin ánimo de lucro	WORKING DAY Jornada laboral
NOTICE PERIOD Preaviso	

1

CONTRACT OF EMPLOYMENT

In 1980 the Workers' Statute was passed and, since then, the Spanish Labour Legislation has been changed several times. The latest labour reforms were in 2012, 2013 and 2014.

The aim was to make inroads in lowering unemployment and raising productivity, improve working conditions, to modernise the collective agreement, to support self-employed people and, small and medium companies (PYMES), to minimise the labour absenteeism as well as to improve labour flexibility.

1.1 DEFINITION

It is a legally binding agreement between an employer and an employee, by means of which the employee agrees to work under the command of the employer. In exchange, the employee will receive a salary, regardless of the risks run by the company.

The employee is an individual who voluntarily works under the command and organisation of the employer.

The employer can be an individual or a corporate entity.

All employees must have an employment contract with their employer.

State laws govern the enforcement of employment contracts.

An employment contract is an agreement that sets out an employee's:

- Employment conditions
- Responsibilities
- Rights
- Duties

These are called the terms and conditions of the contract.

Work contracts must be registered in the Public Employment Office within 10 days time.

TAKE NOTE! If a person has an agreement to do some work for someone (like paint their house), this is a "contract to provide services" or a "contract for services", an agreement whereby a person is engaged as an independent contractor, such as a self-employed person.

1.2 ESSENTIAL REQUIREMENTS OF A CONTRACT

The essential requirements of any kind of contract (employment contract, insurance contract, sales contract, contract of lease...) are:

ACCEPTANCE

The parties in a contract must show their will to implement a contract.

OBJECT

Identification of the goods and services exchanged according to the contract (the activity of the worker in an employment contract, which is being paid by a salary). It has to be possible, lawful and specific.

EXCHANGE

It is the reason of the contract; regarding to the employer is to get the results of the work done by the employee and with respect to the employee is to receive the agreed payment.

1.3 INDIVIDUALS IN A CONTRACT

Who has legal right to hire?



- Over 18 years of age.
- Between 16 and 18 years who are legally emancipated.
Emancipation is a judicial decision. It can be obtain if the person is married, with parents' permission or judicial authorisation.
- Between 16 and 18 years who are no legally emancipated requires parents' or guardian's permission.
Under 18 year-old-workers are not allowed to carry out risky, night and un-healthy works, nor overtime.
Under 16 year-old-people may take part in public shows as long as such participation does not endanger their health and education and with prior written authorisation by the employment authorities.
- Foreign people, according to the Spanish Law (work and residence permit for the non-European Union (EU) workers).
EU citizens can move around the European Union freely and do any labour or professional activity. They only must request in 3- months- time a residence permit that is valid for 5 years and renewable.



- Individual or corporate body (legal person).
To be a corporate body the incorporation deed has to be registered in the Bussines Register (Registro Mercantil).
- To be an individual with legal capacity to hire people, see the requirements above.

1.4 FORM OF A CONTRACT OF EMPLOYMENT

The legal parts of a contract are known as terms and conditions. An employer should make clear which parts of a contract are legally binding.



In a written contract
or similar document like a written statement of employment

An employment contract has to be written down whenever the law stipulates it. If not, it will be assumed that it is a permanent full-time contract, except if it is proved the temporary nature of the work.

Verbally agreed

Verbal contracts are not so common. A verbal contract can only be fulfilled if the contract is a full-time open-ended contract, or a full time "temporary contract due to production contingencies" under 4 weeks duration.

Even for contracts for which the law does not stipulate the need for a written agreement, either party may demand a written contract, even during the course of the working relationship.

The contract of employment exits whenever a labour relationship is.

1.5 CONTENTS OF AN EMPLOYMENT CONTRACT

An employer must give employees a written statement of employment details if their employment contract is not written and lasts at least 4 weeks or more. This isn't an employment contract but will include the main conditions of the agreement.

The employer must provide the employee the written statement within 2 months of the start of employment.

Any contract must be signed by both parties and must be registered in the employment office (Lanbide in the Basque Country and State Employment Public Service – Servicio Público de Empleo Estatal) within ten days.

An employment contract must include as a minimum:

- ✓ Type of contract.
- ✓ The personal information of the employer and the worker.
- ✓ Start date and, if it's temporary, how long it will last.
- ✓ Working conditions, such as the rate of pay that will state how much the employee will be paid per year, before tax has been taken off; working times; workplace, duration of holidays, etc.
- ✓ Professional category, responsibilities of the position and the tasks to be performed.
- ✓ Probationary period.
- ✓ Notice period.
- ✓ Collective agreement applicable to the job.
- ✓ Place, date and parties' signatures (signed by the parties).

1.6 PROBATIONARY PERIOD

A probationary period may be required in order to check if the labour relationship meets both parties' expectations. This kind of trial period is optional, but if the parties of the labour contract agree to establish it, it must be included in writing in the contract of work.

The probationary period is included when calculating seniority and, during that period, workers have the same rights and obligations as the other workers in the company. The worker has to be registered in the Spanish Social Security. Wages, also, will correspond to the position.

If the collective agreement does not regulate it, the maximum period agreed in the contract will not be longer than:

- 6 months in case of qualified technicians
- 2 months for the rest of the workers or
- 3 months if the company has fewer than 25 employees.

For work experience contracts the probationary period is a maximum of:

- 2 months in case of upper-level undergraduates
- 1 month for lower-level undergraduates

If the company has fewer than 50 employees, the Labour Reform Law of 2012 states 1 year of probationary period for "Permanent Contract to Support Entrepreneurs". For temporary contracts of less than 6 months of duration the probationary period will be no more than one month.

Every agreement about probationary periods will be invalid if the worker has previously carried out the same tasks, by means of no matter which type of contract.

During the probationary period, both parties are entitled to terminate the contract for any reason **without previous notice of termination and without any compensation.**

2

TYPES OF CONTRACTS

Labour contracts can be classified in two major groups:

With regard to the **period of time** that the contract lasts

- permanent contract or open-ended contracts
- fixed-term or temporary contracts

Regarding to the **working day**

- full-time
- part-time contracts

The Spanish Ministry of Employment and Social Security has prepared a computer application on the internet to guide the employers while recruiting personnel.

2.1 PERMANENT CONTRACTS OR OPEN-ENDED CONTRACTS

These contracts mean more stability in time for the workers and incentives for the company.

Contracts of indefinite duration include:

✓ Permanent contract

In this contract the start date is included, not the termination day of the contract. It can be written or verbally agreed if it is full-time. There is no incentive for the company as no special requirements are needed.

The compensation for unfair dismissal is 33 days for each year the worker has been in the company, with a maximum of 24 monthly payments.

✓ Permanent contract to support entrepreneurs

The aim of this contract is to create sustainable employment and support business initiatives in companies with fewer than 50 workers. The probationary period is one year. This can be full-time or part-time.

If the employee remains in the company for at least three years from the date of the recruitment there will be tax incentives and reductions in National Insurance (Social Security) contributions for the company.

The company will have tax incentives.

✓ Permanent intermittent employment contract

The activity of the worker is not continuous. There are working periods and non-working periods of time during the year. The worker does not know for certain the date they return back to work. For instance wine harvest, seasonal work in hotels or fire-fighting teams during the summer.

✓ Permanent part-time contract

(It is described in the next paragraph)

2.2 PART-TIME CONTRACTS

Many employers have positions that do not require the employee to work 8 hours a day, 5 days a week, or wish to retain skilled workers who want or need to reduce their working hours.

Likewise, many employees can see the benefit in working fewer hours a day or week because of family responsibilities or in order to pursue social or recreational pursuits.

The working day in this type of contract is not as long as the working day of a similar full-time contract.

This type of contract must be written and it must state the hours of work and its schedule distribution per day, week, month or year (fewer than 8 hours per day, fewer than 40 hours per month, fewer than 1,827 hours per year).

Part-time contracts can be permanent or temporary (fixed-term contracts). "Training and Apprenticeship Contracts" cannot be part-time contracts.

The pay rate is proportional to the working day.

No overtime is allowed, except overtime due to circumstances out of our control.

Additional hours can be agreed in part-time contracts and temporary part-time contracts with 10 or more working hours per week.

These cannot exceed 30% of the agreed working hours (up to 60% if it is considered in the collective agreement). It is necessary to give 3 days' notice to the worker.

The agreed working hours and the additional hours cannot exceed the number of working hours of a worker with a full-time contract.

They will be paid in the same way as the regular hours as a minimum.

2.3 TEMPORARY TRAINING CONTRACTS

2.3.1. Training and apprenticeship contract

2.3.2. Work experience contact

	TRAINING AND APPRENTICESHIP CONTRACT	WORK EXPERIENCE CONTRACT
AIM OF THE CONTRACT	To provide a professional qualification for the worker by practical and theoretical training.	To provide a suitable professional experience in accordance with the employee's educational qualifications.
REQUIREMENTS	<p>For workers between the ages of 16 to 25 and disabled people who do not have the qualifications necessary to obtain a work experience contract.</p> <p>Until the unemployment rate in Spain is below 15%, the limit is extended to 30 years of age.</p>	<p>The employee must possess a corresponding educational certificate.</p> <p>A work experience contract must be signed during the 5 years immediately following completion of the corresponding studies, or 7 years when the contract is with a disabled worker.</p> <p>From 2013 onwards there will be no 5 year limit for workers under 30 years of age.</p>
FORM OF THE CONTRACT	Written contract	Written contract
DURATION	<p>Minimum of 1 year and a maximum of 3 years.</p> <p>If the duration is less than 3 years there can be 2 extensions given, no less than 6 months.</p> <p>In the Collective Agreement can be agreed other durations (minimum 6 months and maximum 3 years).</p>	<p>Minimum of 6 months and a maximum of 2 years, with two possible extensions of a minimum of 6 months each.</p>
WORKING DAY	<p>Full- time. A part of a working day should be for having theoretical and the other part for practical training (no more than 75% of the working day for the 1st year, 85% for the 2nd year and 3rd year).</p> <p>No overtime except due to force majeure, no shift-work, no night work.</p>	Full or part-time.

	TRAINING AND APPRENTICESHIP CONTRACT	WORK EXPERIENCE CONTRACT
RETRIBUTION	<p>Set in the collective agreement.</p> <p>This cannot be less than the minimum wage proportional to the amount of time worked.</p>	<p>Set in the collective agreement or in the contract.</p> <p>No less than 60% the 1st year and 75% the 2nd year of the retribution of a worker with a similar job.</p> <p>No less than the national minimum wage.</p>
PROBATIONARY PERIOD		<p>2 months in case of upper-level of vocational training. 1 month for lower-level of vocational training.</p>
CERTIFICATION	<p>Once the contract has ended, the employer must provide the worker with a certificate indicating the theoretical and practical training.</p>	<p>Once the contract has ended, the employer must provide the worker with a certificate indicating the duration of the contract, job and main tasks.</p>
COMPENSATION FOR TERMINATION	No	No

BE CAREFUL!



FCT (“Practical work or work placement or hands on training”) is not a “Work Experience Contract”.

Practical work or work placement or hands on training is a subject at the end of the vocational training course that you have to pass in order to have the certificate. It is not a labour relationship.

The “Work Experience Contract” implies a labour relationship, and an educational certificate is needed.

2.4 STRUCTURAL TEMPORARY CONTRACTS

	CONTRACT FOR A SPECIFIC TASK OR SERVICE	CONTRACT DUE TO PRODUCTION CONTINGENCIES	TEMPORARY REPLACEMENT CONTRACT
AIM OF THE CONTRACT	This type of contract allows a person to complete specific tasks or services within the activity of the company.	Due to production overload or backlog.	<ul style="list-style-type: none"> To replace employees entitled to return to their job. To fill vacancies during the selection process.
DURATION	3 years maximum. Extendable 12 months (if laid down in the collective agreement).	6 months maximum within a 12 month period. In the collective agreement can be agreed up to 12 months within a given reference period of 18 months.	<ul style="list-style-type: none"> Until the substituted worker returns to work. When the selection process has concluded (maximum 3 months).
WORKING DAY	Full or part-time.	Full or part-time.	Full time. Exceptions: <ul style="list-style-type: none"> The substituted worker had a part-time job. To complete reduced working hours.
FORM OF THE CONTRACT	Written contract with the identification of the specific tasks or service.	Written contract if it's up from 4 weeks or a part-time job.	The contract must have the name of the replaced worker and the reason for replacement.
REDUNDANCY PAY OR COMPENSATION FOR TERMINATION	Its termination entitles the employee to receive compensation equal to 12 days' salary per year worked.	Its termination entitles the employee to receive compensation equal to 12 days' salary per year worked.	No

2.5 CONTRACT FOR PEOPLE WITH LITTLE OR NO WORK EXPERIENCE (CONTRATO DEL PRIMER EMPLEO JOVEN)

This is a temporary contract. Its aim is to provide first work experience (first training) to the worker. The requirements are:.

- under 30 year-old worker
- no more than 3 months of experience
- if it is part-time, no less than 75% of the working day of a worker with a similar job.

The company will have reductions in Social Security payments.

Its termination entitles the employee to receive compensation equal to 12 days' salary per year worked.

There is a time limit of 24 months, within a period of 30 months, on linking some temporary labour contracts (contract for a specific task or service, contract due to production contingencies and contract for people with little or no work experience).

If time limit goes over 24 months, the worker will be made permanent in the company.



2.6 RETIREMENT RELATED WORK CONTRACTS

2.6.1. Relief contract and contract of partial retirement

This contract allows an unemployed person (reliever) to complete the working day of a semi-retired worker (relieved, now with contract of partial retirement). The requirements for the relieved person are:.

- must be at least 65 years old
- 30 insurance years
- 6 years of seniority in the company

The reduction in working hours and salary must be between 25% and 75%.

The duration of the contract must be, as a minimum, the time left for the full retirement of the relieved (semi-retired) worker. If the relief contract is a permanent contract this period of time can be extended for two more years.

2.7 OTHER EMPLOYMENT CONTRACTS

2.7.1. Distance or off-premises contract

The most usual is the e-work employment contract that involves the employee working away from the enterprise's premises, using information and communication technologies.

The worker's activity is not under the employer's monitoring.

The employees must receive the same treatment as the rest of the staff.

2.7.2. Work group contract

The employer hires a group of workers as a whole. Thus, the employer has rights and duties with the representative of the group. The contract can be permanent or temporary.

2.8. ECONOMICALLY DEPENDENT SELF-EMPLOYED

This is a consequence of the new economic and social realities. This is a new category of workers. This worker gives services mainly to one client (company), at least 75% of the workers' total income; therefore they are actually economically dependent on a client.

The economically dependent self-employed can neither employ nor subcontract services with other companies. They are not allowed to own "open to the public" premises or commercial establishments. They are not under the client's management and have their own materials and resources.

The national legislation tries to protect these workers in some way. The worker is entitled to receive severance pay for termination by means of the agreement contract. They are also entitled to holidays, no less than 18 days a year, rest days and bank holidays and, to stop working in case of an accident, illness, maternity or paternity, or unpredictable circumstances.

3

PRIVATE RECRUITING AGENCIES AND TEMPORARY EMPLOYMENT AGENCIES (ETT) IN SPAIN

3.1 PRIVATE RECRUITING AGENCIES

These agencies can be both, **for-profit entities** and **non-profit entities** (they don't try to make money with their activity).

These offices are responsible for managing labour intermediation services, connecting job offers in collaboration with the Public Employment Services or acting independently but in coordination with the SEPE.

THESE AGENCIES PROVIDE

- Guidance and assistance within job searching
- Labour intermediation services for inclusion into employment within the public and private sector
- Basic and professional training services
- Participation in job training services
- Staff selection

Prior authorization from the State Public Employment Services (SEPE) is needed. They shall not be permitted to assign or subcontract to third parties unless the other party is another authorised recruiting agency. They must guarantee equality of access to employment and conduct financial individual audits.

3.2 TEMPORARY EMPLOYMENT AGENCIES (TEA) (ETT IN SPANISH)

A relatively quick way to find work is through a temporary employment agency.

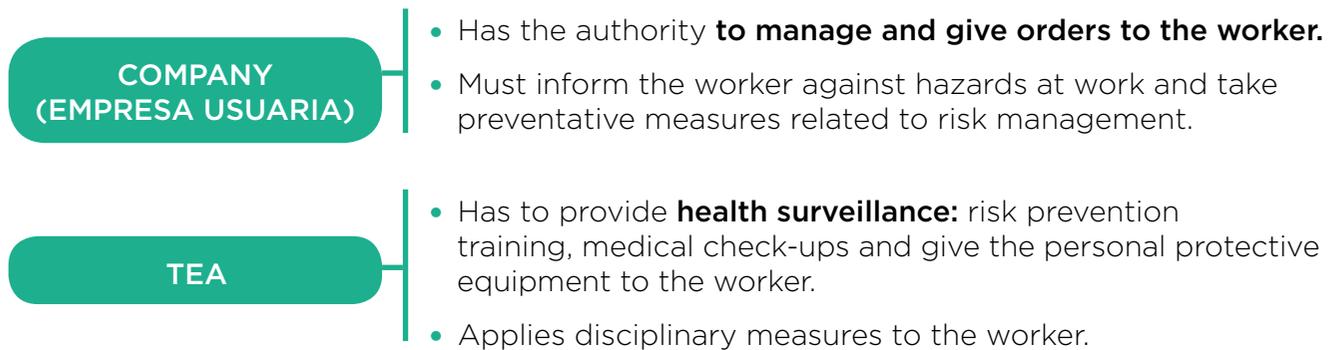
The temp agency provides people with an opportunity to be hired by other companies (empresas usuarias).

Both companies agree on a contract which is called “contrato de puesta a disposición”. This contract will have to be written on an official form.

The employee works for the company and they are paid by the TEA who also pays the contributions to the Social Security.

The labour relationship is between the TEA and the employee.

This worker will have the same wage as the workers of the company (including the proportion of annual bonuses, annual holidays...) according to their collective agreement.

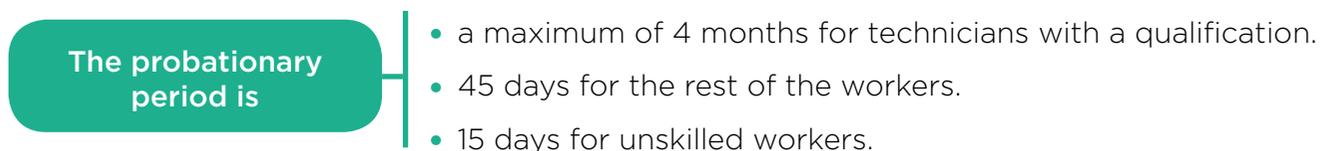


The types of contracts that can be used to hire a worker temporarily are the following:

- **to complete tasks or services**
- **due to production overload or backlog**
- **to replace employees entitled to return to their job or to fill vacancies during the selection process.**

TEA is not allowed to send workers to work in high risk situations (radiation, biological agents, carcinogenic agents or toxic poisons for reproduction).

TEA cannot send workers to substitute workers on strike or refer them to other temp agencies.



Its termination entitles the employee to receive a compensation of 12 days' salary per year worked or, if it is under a year, the proportional part according to the time worked.

In Spain, TEA can also act as a private recruiting agency, and they can provide workers with training contracts (the temp agencies will be in charge of giving the theoretical training), give training and give advisory services for human resources.

The difference between a temporary employment agency (TEA), (ETT in Spanish) and a private recruiting agency is that there is a labour relationship between the worker and the TEA, and private recruiting agencies don't hire workers, they only have an intermediary role.



EXERCISES

1 A 17 year old emancipated girl has been hired with a “Work Experience Contract”. The employer says that she will have to work more time because it is necessary to finish a certain task. She will be paid accordingly to the collective agreement.

a. Can the employer enforce her to work more hours? Why?

b. Did she need permission to sign the contract? Why?

c. If she were not emancipated, would she need parental permission to end the contract? Why?

2 A worker signed a contract for a probationary period of a month. At the end of the month, the employer ends the contract saying that the worker’s performance has not been satisfactory. The worker asks for a severance pay. Is the worker right? Why?

3 A company has installed video cameras in the changing room. Is this legal? Why?

4 What are the types of contracts that can be verbally agreed?

5 What type of employment contract is the most appropriate in the following situations:

- a.** A company has received more orders as usual for the summer season, and cannot fill the request. There is a backlog of orders.
- b.** A company need a worker to substitute Margarita who is pregnant and is going to be on maternity leave.
- c.** On Christmas time, with the increase of sales, a perfumery is going to hire a shop assistant.
- d.** Cecilia Ramirez is going to be hired as a public relations hostess in a congress from the 20th until the 25th of April.
- e.** Peter is 23 years old and has been working for 2 months in his life. The company has no a specific task or service to carry out, nor backlog or need to replace any employee. The company is searching for the most suitable temporary contract to hire Peter for three months.
- f.** Nekane, who is 32 years old, has finished Kitchen Management studies last year and has no experience at all.

6 Which are the differences between Temporary employment agencies (TEA) and Private recruiting agencies?

7 In which circumstances is TEA not allowed to send workers to other companies?

8 Fill in the “Work Experience Contract” with your personal data as an employee.

Suppose you finished a vocational training course in Kitchen Management three years ago and you got a certificate of Technician in Kitchen Management.

Employer data: Juan Castro Aguirre DNI: 55434102P, manager director.

Company: Restaura, S.L., NIF: B486799773.

Business activity: Catering.

Company address: C/ Iparraguirre, 12 CP: 48009 Bilbao.

Social Security number: 48 nº 20535, digit control 06.

Place of work: C/ Iparraguirre, 12 CP: 48009 Bilbao.

Professional group: 3

Position: Chef’s assistant.

Working hours: Thursday to Monday from 17:00 to 24:00 hours.

Part-time job: 35 hours a week.

Wage rate: 1,500 euros per month.

Commencement and termination of the employment contract: From 01/09/2014 to 01/09/2015.

Annual holidays and additional payments: according to the Hospitality collective agreement of Bizkaia.

Probationary period: stated by law.

unit 8

WORKING TIME AND SALARY

1. WORKING TIME AND WORK TIMETABLE NIGHT WORK AND SHIFT WORK
2. OVERTIME
3. WORKING CALENDAR DAYS AND REST DAYS
4. LEAVE
5. REDUCTION OF WORKING HOURS
6. SALARY
7. NATIONAL MINIMUM WAGE (SMI)
8. PUBLIC INCOME INDEX (IPREM)
9. SALARY GUARANTEES
10. WAGE GUARANTEE FUND (FOGASA)

VOCABULARY

ACCRUED Devengado	REWARDED Retribuido
AIM Objetivo, propósito	TO SEIZE Embargar
TO APPEAL Recurrir	SHIFTWORK Trabajo a turnos
BANKRUPTCY Quiebra, bancarrota	TO STATE Establecer
BANKRUPTCY PROCEEDINGS Concurso de acreedores	STATED PRICE Precio establecido
BEREAVEMENT Pérdida, luto	STOPPAGE OF PAYMENT Suspensión de pagos
BREASTFEEDING Amamantar, lactancia	TERM Término
COLLECTIVE LAYOFFS Despidos colectivos	WORK SCHEDULE Calendario de trabajo
COMPENSATION Indemnización	
COMPENSATION PACKAGE Bonificaciones y beneficios adicionales	
DISPLACEMENT Desplazamiento	
DUE TO Debido a	
EMPLOYMENT REGULATION PLAN Expediente de regulación de empleo	
ENTITLED Con derecho a, tener derecho	
ENVIRONMENTAL HAZARDS Riesgos medioambientales	
EXTRA PAYROLL PAYMENTS Pagos extraordinarios	
FORESEE Previsto	
TO FULFIL Cumplir, realizar	
GENDER VIOLENCE Violencia de género (masculine /femenine)	
IN ARREARS Mora, when haven't paid what you owe	
IN KIND En especie	
KINSHIP Parentesco	
LAI D DOWN Fijadas, establecidas	
LODGING Alojamiento	
MINOR Menor, pequeño	
OBJECTIVE DISMISSAL Despido por causas objetivas	
ON AVERAGE De media	
ON LEAVE De permiso para ausentarse	
PERFORMED Llevado a cabo, desempeñado	
TO PURSUE Proseguir, seguir	
REST BREAK Periodo de descanso	

1

WORKING TIME AND WORK TIMETABLE NIGHT WORK AND SHIFT WORK

WORKING TIME

Working time is the period while the worker is working at the employer's disposal and carrying out their tasks and duties, in accordance with with the Spanish national legislation.

Standard working hours refers to the legislation to limit the working hours per day (working day), per week (working week) or per year (working year).

The maximum weekly working time is 40 hours on average throughout the year (working week).

That is to say, the average will be calculated dividing the number of annual working hours by the number of working weeks of the year.

WORKING
HOURS
LEGAL RATE



NUMBER OF ANNUAL WORKING HOURS
NUMBER OF WORKING WEEKS OF THE YEAR



40
hours

The distribution of
the working hours
can be:

- **Irregular**
There are weeks in which the working hours are longer than 40 hours per week, and others with fewer hours per week. The average in annual terms must be 40 hours or less than 40 hours. The distribution of the irregular working hours must be agreed upon in a collective agreement or in an employment contract
- **Regular**
The working hours are the same every week. This cannot exceed 9 hours a day (8 hours for workers under eighteen years of age).

When an employee works 8 or 9 hours a day (working day) we say they have a **full-time job**.

If the worker works less than 8 or 9 hours a day we say they have a **part-time job**.

Special working hours are stated by law. It makes reference to economic sectors in which the working time is:

- **Longer** than the minimum (overtime extension of working hours), such as hotel and catering, shops, security guards, work at sea, agriculture...
- **Shorter** than the average, (low working times) such as working in cold rooms, working inside mines, work exposed to environmental hazards...

Every worker is entitled to:

- A minimum **daily rest** period of 12 consecutive hours within a 24 hour period.
- A **rest break** no less than 15 minutes, where the continuous working day is longer than six hours. Workers under 18 years of age are entitled to at least half an hour break when the continuous working day exceeds 4 and a half hours.

Breaks during a continuous working day are not considered working time; therefore they will not be paid, except if the collective agreement or the work contract states they will be already paid.

- A minimum uninterrupted **weekly rest time** of one and a half interrupted days (2 days for workers under eighteen years of age). It is generally Sunday, and Saturday evening or Monday morning.

It is possible to work 2 weeks (14 days), working 11 days and 3 days of rest.

WORK TIMETABLE OR WORK SCHEDULE

Do not confuse working time with work timetable.

Work timetable or **work schedule** refers to the distribution of the working hours, the moment work starts, the rest breaks and the end of work.

A worker may have:

SET OR RIGID work schedule

The employee has to enter and leave his/her job according to a fixed time.

FLEXIBLE work schedule

A flexible schedule allows the employer and the employee to agree upon a time to start and leave work depending on the needs of the worker. For example, it could be agreed that the worker starts work between 8 a.m. and 9 a.m. and may leave work between 5 p.m. and 6 p.m. Having flexible options allows the worker to keep a balance between their personal and family life, and the responsibilities of their job.

The work timetable or schedule can be:

STRAIGHT

e.g. from 7 a.m. to 4 p.m. with a break of no more than one hour.

SPLIT

e.g. from 8 a.m. to 1 p.m. and from 4 p.m. to 7 p.m. with, at least, a one hour break.

NIGHT WORK

The work is carried out between 22:00 and 6:00 hours (night period).

- A night worker works part of their working day (no less than 3 hours) during the night period or at least 1/3 of the annual working hours in night periods.
- Night workers will receive a night rate, agreed in the collective agreement, except when the salary is specifically stated to reward night shifts or when the night work hours are compensated with rest periods.

- Workers under 18 years of age are not permitted to do night work.
- Night workers **cannot do overtime** (except for circumstances out of our control).
- Working day will not be more than 8 hours per day on average, fortnightly calculated.

EXAMPLE



A company employs a worker for one year to work from 18 hours to 1 hour in the morning.

- Is this worker a night worker?
- What are the protective measures for a night worker?

Solution:

- Yes, he is, because the worker does his job more than 3 hours between 22 hours and 6 hours in the morning.
- The worker cannot do overtime and the working day will not be more than 8 hours on average, fortnightly calculated.

Furthermore, if the worker has health problems and there is a vacant position during the day he/she has to be transferred to that position.

SHIFT WORK

This is performed in different hours in a period of days or weeks (hospitals, the State Meteorology Agency, hospitality...).

- Shift workers will receive a specific payment.
- When the productive process lasts 24 hours, no worker will be on a night shift more than 2 weeks consecutively, unless they voluntarily ask for it.
- Workers, who are studying to get a professional or academic diploma, will have priority to choose their work shift.

2

OVERTIME

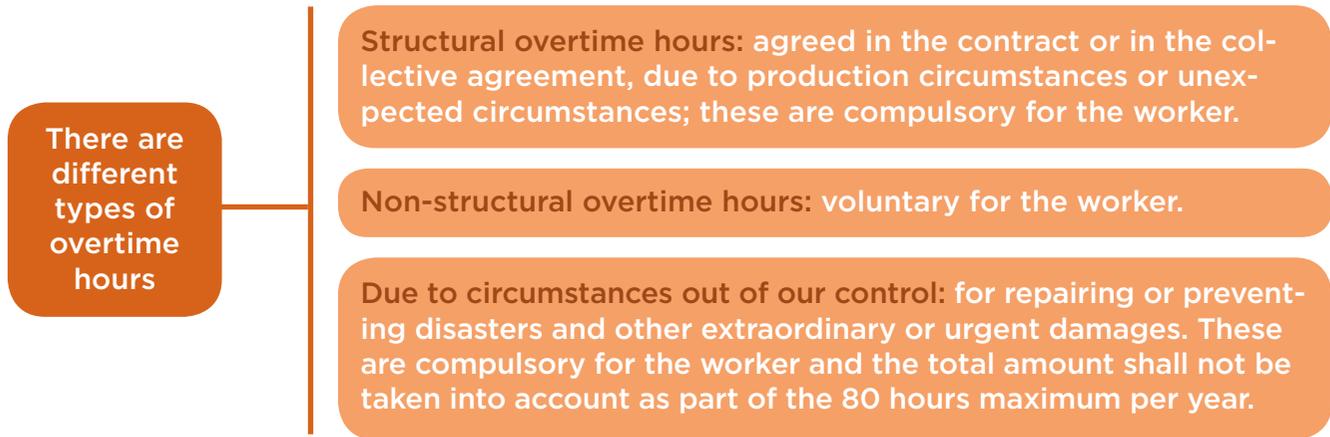
It is quite often that the boss asks you to work another hour after finishing your working day. In this case we are talking about overtime.

Overtime includes all hours which exceed the working day that is set in the work contract or in the collective agreement.

By means of the collective agreement or the contract, overtime will be paid according to the stated rate (which cannot be less than an ordinary hourly rate) or will be compensated

with equivalent periods of rest. Failing an agreement, it will be **compensated within the 4 months following the overtime work.**

The law states the employee can work a **maximum of 80 hours overtime per year.** People under 18 years old are not allowed to work overtime.



3 WORKING CALENDAR DAYS AND REST DAYS

Working calendar or work schedule is drawn up by the employer after consulting with the workers' representatives. Bank holidays must appear according to the annual regulation of the Employment and Social Security Ministry, and according to the regulations of the Autonomous Communities.

The work schedule must be in full view of everyone in the company and, apart from holidays, it must contain the working hours, working days, shifts, rest periods and bank holidays.

There are **twelve bank holidays** and **two local holidays** per year.

In these periods of time the worker's obligation to work stops but not the employer's obligation to pay.



Each Autonomous Community can substitute the 19th March, 25th July and Holy Thursday, with other traditional festivities.

The Government and the Autonomous Community can change a bank holiday celebrated during the week to the following Monday.

Annual holidays are at least 30 calendar days, or a number of days proportionate to the worked period.

They cannot be substituted by any payment. There are two exceptions to this rule:

A

When the worker leaves the company without taken the proportional days of holiday. In this case, the employer will pay the corresponding days.

B

When the contract duration is less than a year and the worker does not take the proportional days of holiday.

The moment of taking holidays will be stated in the collective agreement.

Workers will be informed about the dates of their annual holidays at least 2 months in advance. Holidays must be taken within the calendar year.

Claims against holiday dates must be made in the labour court. In this specific case it is not possible to appeal against the judicial decision.

4

LEAVE

The worker will have the right to leave work while still getting paid in the following situations:

- **Marriage** or registered unmarried cohabiting partner: 15 calendar days.
- **Birth of a child, bereavement, injury or serious illness, hospitalization...:** 2 days, 4 days if travel is required.
- **Change of habitual residence:** 1 day.
- To fulfill an inexcusable **public and personal duty (jury service, witness in a court of law...):** the amount of time needed to fulfill the duty.
- **Prenatal care:** the time required (the time that is absolutely necessary).
- To fulfill obligations related to **representation of personnel:** according to the collective agreement (CA).
- To do **official exams** to pursue an academic or professional diploma: the time required (the time that is absolutely necessary).
- Workers with one year seniority in the company: 20 hours' time off per year for **professional training** related to the position (accumulated up to 3 years).
- **Displacement of the worker:** 4 days of paid holiday every three months.
- **Notice for objective dismissal:** 6 hours per week to find a job.

The worker has to give notice to the company and they have to justify the time taken off work.

5

REDUCTION OF WORKING HOURS

According to law the worker can apply for a reduction of working hours with proportional reduction of salary in the following situations:

A

Reductions of at least 1/8 and a maximum of 1/2 of the working hours for:

- **Legal guardianship of a minor up to 12 years**
- **Being in charge of marital or blood family members** up to second degree of disabled kinship (physically or psychologically), if they do not work.
- **Workers who have a minor patients, with cancer or with serious illness** that need long term medical hospital care (minimum: 1/2 of the working hours).

B

Breastfeeding, less than 9 months. Workers are allowed to leave work for one hour, distributed over two periods of half an hour within the working day, or the working day can be reduced by half an hour. To do one thing or the other is up to the worker.

C

Victims of domestic violence may ask for a reduction in their hours, with a proportional deduction of salary, or either ask for flexible work hours.

D

The company can reduce the working day between 10% and 70% due to **economic, technical, organisational and/or production reasons**. The worker will be on the dole for the part of the reduced working day. It is Known as “Working Day Reduction Employment Regulation Plan” (Expediente de Regulación de Empleo - ERE por Reducción de Jornada).

EXAMPLE



John and Mary have a 4 year old son and Mary has given birth to twins. When paternity and maternity leave is finished the parents decide to balance between working life and family life, reducing 2 hours in their 8 hour working day and add the time for breastfeeding to increase maternity leave.

The companies where they work tell them that the two of them cannot ask for a reduction of the working day and that it is not possible to add the time for breastfeeding to increase maternity leave.

Are both companies right?

Solution:

No, they are not right because they both can ask for a reduction of at least 1/8 and a maximum of 1/2 of the working day for taking care of children under 12 years old. Regarding to adding the time for breastfeeding to increase maternity leave, they must refer to the collective agreement.

6

SALARY

Salary is a fixed amount of money or compensation paid to an employee by an employer in return for work performed.

Salary can be on an hourly, daily, weekly, monthly, or yearly basis. Salary may also include overtime pay, bonuses, and commissions.

Depending on the means of payment, the employee's remuneration may be:

- **In cash** (cheques, bank transfer, money).
- **Perks** (lodging, car, private medical care...) or in rest time, computable as job performance.
Perks cannot, by no means, be higher than 30% of the total salary payments.
Payments in cash must be no less than the national minimum wage.

7

NATIONAL MINIMUM WAGE SALARIO MÍNIMO INTERPROFESIONAL (SMI)

The National Minimum Wage is the minimum pay per week (40 hours per week), per day or per year, all workers are entitled to by law.

When the working day is less than 40 hours/week, the SMI will be proportional to the amount of hours.

The rates are usually updated based on the cost of living and inflation every December by the government and they are related to fourteen payments.

The national minimum wage rates for 2015 are set at ² 21.62 per day or ² 648.60 per month, and never less than ² 9,080.40 per year, including 12 monthly and 2 extra monthly payments (648.60 x 14 months). It must be fully paid in cash not in perks.

The national minimum wage can be improved by means of the collective agreement and the work contracts.

The SMI is used by the government as a reference to fix:

- The salary of the "Work experience contract".
- The guarantee of the salary.
- The limits of the responsibility of the Wage Guarantee Fund (FOGASA).
- The unemployment benefit.
- The minimum Social Security payments.

In general, the SMI is used as a reference in labour matters.

Italy, Finland, Austria, Denmark, Sweden and Cyprus do not have a national minimum wage.

8

PUBLIC INCOME INDEX / INDICADOR PÚBLICO DE RENTA DE EFECTOS MÚLTIPLES (IPREM)

The IPREM was created in 2004 as a wage indicator or reference aimed at assisting in the determination of amounts of certain benefits or in accessing certain benefits or public services (grants, access to social housing...).

The IPREM for 2015 is set at $\text{€ } 17.75$ per day or $\text{€ } 532.51$ per month and, $\text{€ } 6,390.13$ per year (12 pay wages) or $\text{€ } 7,455.14$ (including 12 monthly and 2 extra payroll payments).

Like the SMI it is annually fixed by the government.

9

SALARY GUARANTEES

Law protects the weakest party (the employee) of the labour relationship.

- If the employer does not pay the employee on time, the employee is entitled to ask for an interest rate of 10% per year of the salary, which is called “in arrears”.
- In case of the employer bankruptcy or stoppage of payment, workers have priority to be paid, within certain limits.
- The national minimum wage cannot be seized to pay workers debts; the exception is the lack of payment of family support (children’s allowance).

2015	SEIZED SALARY	REMAINED EMPLOYEE'S SALARY
Up to the 1 st Minimum Wage (MW)	0% of the 1 st MW $\text{€ } 648.60 = 0$	$\text{€ } 648.60$
From the 1 st to the 2 nd MW	30% $648.60 = 194.58$	$648.60 - 194.58 = 454.02$
From the 2 st to the 3 rd MW	50% $648.60 = 324.30$	$648.60 - 324.30 = 324.30$
From the 3 rd to the 4 th MW	60% $648.60 = 389.16$	$648.60 - 389.16 = 259.44$
From the 4 th to the 5 th MW	75% $648.60 = 486.45$	$648.60 - 486.45 = 162.15$
Up from the 5 th MW	90% $648.60 = 583.74$	$648.60 - 583.74 = 64.86$
TOTAL		



EXAMPLE

Peter owes 500 euros and has not paid his debts, so he is being sued in court. The sentence states that his salary will be seized according to the limits stated by law. His salary is 1,500 a month. What is the amount of money that will be seized?

Solution:

	SEIZED SALARY	REMAINED EMPLOYEE'S SALARY
Up to the 1 st Minimum Wage (MW)	0% of the 1 st MW $\approx 648.60 = \approx 0$	€ 648.60
From the 1 st to the 2 nd MW	30% $648.60 = \approx 194.58$	$648.60 - 194.58 =$ € 454.02
From the 2 nd to the 3 rd MW	50% $202.80 = \approx 101.40$	€ 101.40
From the 3 rd to the 4 th MW	60%	
From the 4 th to the 5 th MW	75%	
Up from the 5 th MW	90%	
TOTAL	€295.98	€ 1,204.02

During the 1st month Peter will not finish paying his debt and he will still owe $500 - 295.98 = 204.02$ euros. The following month all his debt will be paid.

10

WAGE GUARANTEE FUND FONDO DE GARANTÍA SALARIAL (FOGASA)

The FOGASA is an autonomous organism of the Employment and Social Security Ministry. Its aim is to guarantee **part of** the workers' salaries and compensations owed by the employer.

In case of insolvency or bankruptcy proceedings (the employer cannot meet his debts) the FOGASA will pay:

- **Non paid salaries:** the maximum amount to be paid by FOGASA is the **double of the**

daily national minimum wage, with the apportionment of the extra salary payments, multiplied by the number of days in accrued, and no more than **120 days**.

- **Compensation payments:** it is the same as for salaries, but the maximum is **30 days per year for unfair dismissal** and **20 days per year for fair dismissal**, and no more than **360 days**.

In case of employment regulation plans (ERE), the labour authority, in events of force majeure, is able to decide that all or a part of the compensation will be paid by the FOGASA without prejudice to its right of recovery from the company.

EXAMPLE



Susan and Philip have been made redundant because the company they are working for has become bankrupt. The company owes them 5 months' salary and a severance pay of 20 days for each year worked in the company. Their salary was € 1,200 a month (€ 40 a day) and they have been working in the company for 5 years. When the company was sold they had only been paid one month's salary.

What is the amount of money they can claim from FOGASA?

- a.** Related to the non-paid salaries: maximum 120 days of salary (max: minimum wage (SMI) x 2, extra monthly payments included)

Maximum day salary: $2 \times (648.60 \times 14 \text{ monthly payment} / 360)$

$$2 \times (25.22) = \text{€ } 50.44 \text{ maximum}$$

As the company owes them 120 days of salary (salary days) and their day salary (€ 40) is less than the maximum (€ 50.44), each one will receive:

$$120 \text{ days} \times \text{€ } 40 \text{ per day} = \text{€ } 4,800$$

- b.** Related to the severance pay: maximum 360 days of salary (max. minimum wage (SMI) x 2, extra monthly payments included) = 50.44 per day

As the company owes them 20 days per year worked (maximum 30 days per year worked and no more than 360 salary days) x 5 years in the company = 100 salary days of severance pay, they will receive:

$$100 \text{ days} \times \text{€ } 40 \text{ per day} = \text{€ } 4,000$$



EXERCISES

1 A worker has a nine hour working day and between working days they have a rest period of 11 hours.

a. Is it possible for a worker to have a working day of more than 8 hours?

b. According to the law, is it legal to have a rest period of 11 hours between working days?

2 A worker has worked 8 hours overtime within a month. In collective agreement (CA) overtime is agreed and the overtime rate is fixed to 50% more than an ordinary working hour, which is €18.

a. Is the worker obliged to work these overtime hours?

b. If the CA doesn't make any reference to overtime remuneration, what will the overtime rate be?

c. Calculate the overtime hourly rate in this case.

3

A waiter in a restaurant has been working 55 hours overtime; 23 of them have been compensated with rest periods and the rest of the overtime has been paid.

a. How much overtime can a worker perform per year?

b. Is there a limit for compensating overtime work with rest periods?

c. If the worker were a minor, could it be possible for them, according to law, to work overtime?

- 4 A worker with a salary of 2 1,200 per month is fired on the 31st August. He still has not taken any of his annual holidays. How much money should the worker be paid for the annual holidays not taken?

- 5 According to your CA and the Workers Statute fill in the gaps of the following table.

	ACCORDING TO THE WORKERS' STATUTE	ACCORDING TO YOUR CA
Maximum annual working hours	1,827 hours	
Maximum overtime hours per year		
Weekly rest		
Annual holidays	30 calendar days	
Marriage (time off)		
Annual bonuses	2 per year	
Overtime hourly rate price	No less than the ordinary hourly rate	
Childbirth (time off)		

6 Miriam has worked 80 hours overtime during the year, 9 of them for repairing urgent damages. Has Miriam worked the maximum overtime hours this year?

7 Beatriz has 20 reduced working days left and she wonders if she has to give notice to the company before returning to her ordinary working day. What do you think about it?

unit 9

PAYSLIP

1. PAYSLIP: CONCEPT
2. STRUCTURE OF THE PAYSLIP
 - 2.1 Salary income
 - 2.2 Non-Salary payments
 - 2.3 Deductions
 - 2.4 Contribution bases for Social Security and Income Tax Withheld

VOCABULARY

ALLOWANCES	Percepción, prestación
ADVANCE ON SALARY	Anticipo del salario
OR SALARY ADVANCE	Anticipo del salario
BASE RATE	Tipo o cuantía de la base
BONUS	Paga extraordinaria
CHRISTMAS BONUS	Paga extra de Navidad
CHRISTMAS HAMPERS	Cestas de Navidad
COMMON CONTINGENCIES	Contingencias comunes
CONTRIBUTION RATES	Tipos de contribución
EXPENSES	Gastos, a cargo de
EXTRA MONTHLY PAYMENTS	Pagas extra
GROSS PAY	Salario bruto
HEADER	Encabezado o cabecera
INCOME	Ingreso, renta, ganancia
INCOME TAX RESIDENT	Impuesto sobre la renta
INCOME TAX RETURN	Declaración de la renta
ITEM	Elemento, pieza
LOAN REPAYMENTS	Devoluciones de préstamo
MAKE- UP PAY	Suplido, resarcimiento
OCCUPATIONAL TRAINING	Formación profesional
PAYSLIP	Nómina, recibo de salarios
PERFORMANCE	Desarrollo, ejecución
PERKS	Pago en especie
PERQUISITES	Gratificaciones
RECEIPT	Recibo, documento
REDUNDANCY	Despido, cese
REDUNDANCY PAYMENT	Indemnización
SENIORITY	Antigüedad
SEVERANCE	Indemnización
TRADE UNIONS INSTALLMENTS	Cuotas de sindicatos
TEMPLATE	Plantilla, modelo
WITHHELD	Retención

1

PAYSLIP: CONCEPT



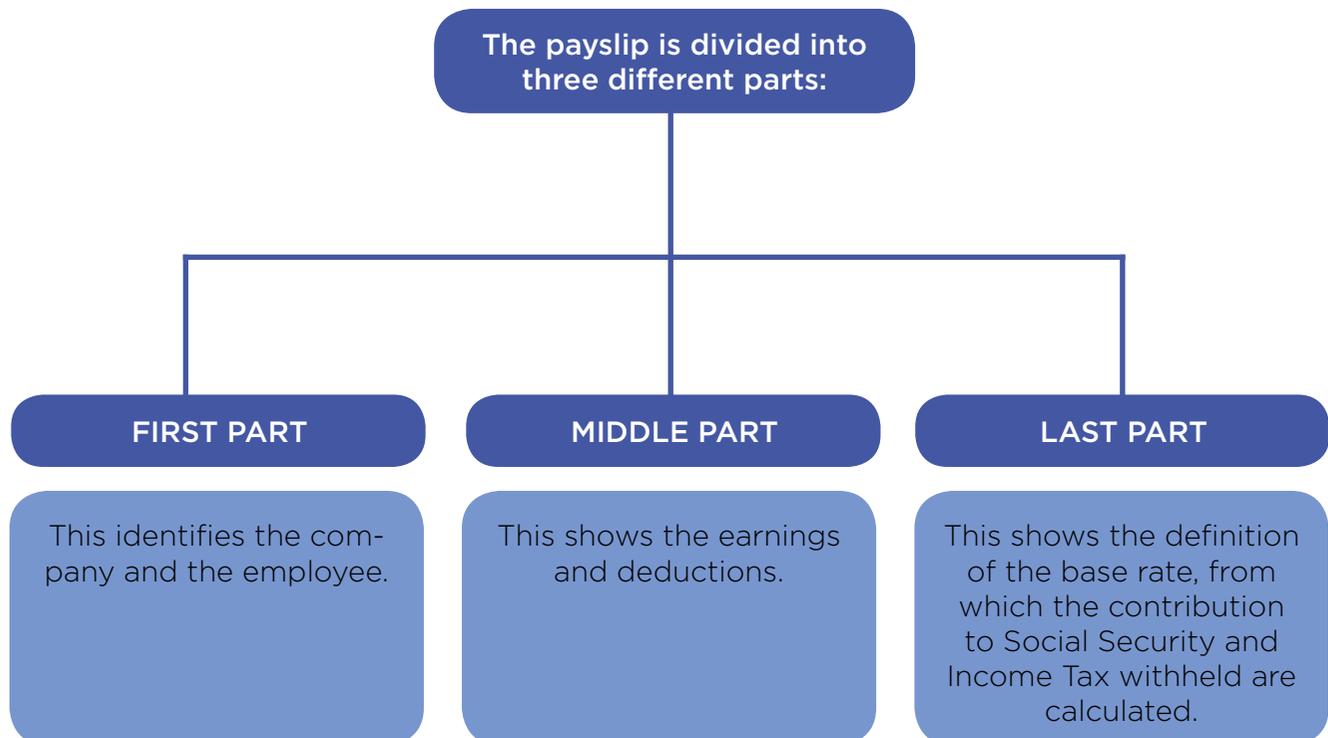
The payslip is the salary receipt.

It's filled out by the employer and then a copy is given to the employee.



2

STRUCTURE OF THE PAYSLIP



RECIBO INDIVIDUAL JUSTIFICATIVO DEL PAGO DE SALARIOS

Empresa:
Domicilio:
NIF:
CCC:

Trabajador:
NIF:
Núm. Afil. Seguridad Social:
Grupo profesional:
Grupo de Cotización:

Periodo de liquidación: del de al de de 20..... Total días

I. DEVENGOS	IMPORTE	TOTALES
1. Percepciones salariales		
Salario base	_____	
Complementos salariales		
.....	_____	
.....	_____	
.....	_____	
Horas extraordinarias	_____	
Horas complementarias (contratos a tiempo parcial).....	_____	
Gratificaciones extraordinarias.....	_____	
Salario en especie.....	_____	
2. Percepciones no salariales		
Indemnizaciones o suplidos		
.....	_____	
Prestaciones e indemnizaciones de la Seguridad Social		
.....	_____	
Indemnizaciones por traslados, suspensiones o despidos		
.....	_____	
Otras percepciones no salariales		
.....	_____	
A. TOTAL DEVENGADO.....	_____	_____
I. DEDUCCIONES		
1. Aportación del trabajador a las cotizaciones a la Seguridad Social y conceptos de recaudación conjunta		
%		
Contingencias comunes	_____	
Desempleo.....	_____	
Formación Profesional.....	_____	
Horas extraordinarias.....	_____	
TOTAL APORTACIONES.....	_____	
2. Impuesto sobre la renta de las personas físicas.....	_____	
3. Anticipos.....	_____	
4. Valor de los productos recibidos en especie	_____	
5. Otras deducciones.....	_____	
B. TOTAL A DEDUCIR.....	_____	_____
LÍQUIDO TOTAL A PERCIBIR (A – B).....	_____	_____

..... de de 20.....

Firma y sello de la empresa RECIBÍ

DETERMINACIÓN DE LAS BASES DE COTIZACIÓN A LA SEGURIDAD SOCIAL Y CONCEPTOS DE RECAUDACIÓN CONJUNTA Y DE LA BASE SUJETA A RETENCIÓN DEL IRPF Y APORTACIÓN DE LA EMPRESA

CONCEPTO	BASE	TIPO	APORTACIÓN EMPRESA
1. Contingencias comunes			
Importe remuneración mensual.....	_____		
Importe prorrateo pagas extraordinarias.....	_____		
TOTAL.....	_____		_____
AT y EP.....			_____
2. Contingencias profesionales y conceptos de recaudación conjunta.....			
Desempleo.....	_____		_____
Formación Profesional.....	_____		_____
Fondo Garantía Salarial.....	_____		_____
3. Cotización adicional horas extraordinarias.....	_____		_____
4. Base sujeta a retención del IRPF.....	_____		_____

SPANISH PAYSILP TEMPLATE

Employer/Company:
 Address:
 Tax code:
 Social Security number:

Employee:
 Tax code:
 Social Security registration number:
 Occupational classification:
 Contribution group:

Period covered: From the		to the	20XX	Total days <input type="text"/>
I. INCOME			AMOUNT	TOTAL AMOUNT
1. Salary income				
Basic salary			-----	
Additional payments			-----	
-----			-----	
-----			-----	
Overtime out of our control			-----	
Structural / non-structural overtime pay			-----	
Additional hours (part-time contracts)			-----	
Annual bonuses			-----	
Perks			-----	
2. Non-salary payments				
Compensations			-----	
-----			-----	
Benefits from the Social Security			-----	
-----			-----	
Redundancy, transfer or suspension allowances			-----	
-----			-----	
Other non-salary payments			-----	
-----			-----	
		A. GROSS PAY		-----
II. DEDUCTIONS				
1. Employee contributions to the Social Security and combined collectives				
		%		
Common contingencies.....	----	----	-----	
Unemployment.....	----	----	-----	
Occupational training.....	----	----	-----	
Overtime.....	----	----	-----	
TOTAL CONTRIBUTIONS			-----	
2. Income tax withheld	----		-----	
3. Advances on salary			-----	
4. Perks			-----	
5. Other deductions			-----	
		B. TOTAL DEDUCTIONS		-----
		NET PAY (A-B)		-----

CALCULATION OF SOCIAL SECURITY CONTRIBUTION BASES AND COMBINED COLLECTIVES, AND WITHHELD TAX BASE

CONCEPT	BASE	RATE	COMPANY CONTRIBUTION
1. Common contingencies			
Monthly payments -----			
Extra monthly payments pro rata -----			
TOTAL -----	-----	-----	-----
2. Professional contingencies and combined collectives			
Work- related accident and occupational illness } -----		-----	-----
Unemployment } -----		-----	-----
Occupational training } -----	-----	-----	-----
Wage Found Guarantee } -----		-----	-----
1. Overtime -----	-----	-----	-----
2. Income tax withheld -----	-----		

FIRST PART OF THE PAYSLLIP

On the left hand side

COMPANY INFORMATION:

- **Employer**
- **Address**
- **Company ID (Tax code)**
- **Social security number (national insurance)**

On the right hand side

EMPLOYEE INFORMATION:

- **Employee's name**
- **Employee ID (Tax code)**
Employee registration number: this is the number assigned to the employee in the company employee register. All companies must maintain an employee register.
- **Social Security number**
- **Professional degree or occupational classification:** the classifications or categories are defined taking into account the functions of the position and the skills acquired by the worker.
- **Contribution group (Pay grade):** this comes from eleven within the professional degree for the employee and establishes the minimum and the maximum base to be used when calculating deductions.

MIDDLE PART OF THE PAYSLLIP

Period covered

Total days worked:

- **Monthly salary:** 30 days (360 days per year).
- **Daily wage:** the exact number of days worked in the month (28, 29, 30, 31).

2.1 SALARY INCOME: PAYMENTS THAT REWARDS WORK

SALARY INCOME

+ **Basic salary:** it's fixed and its amount depends on the professional category (contract of employment and/or collective agreement).

+ Additional payments:

Personal perquisites:

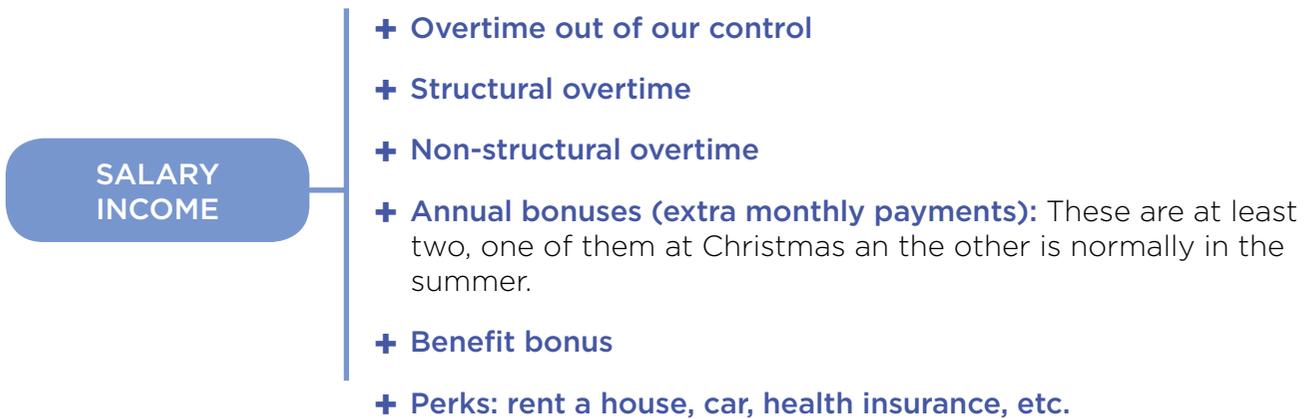
- seniority
- languages
- courses

Performance:

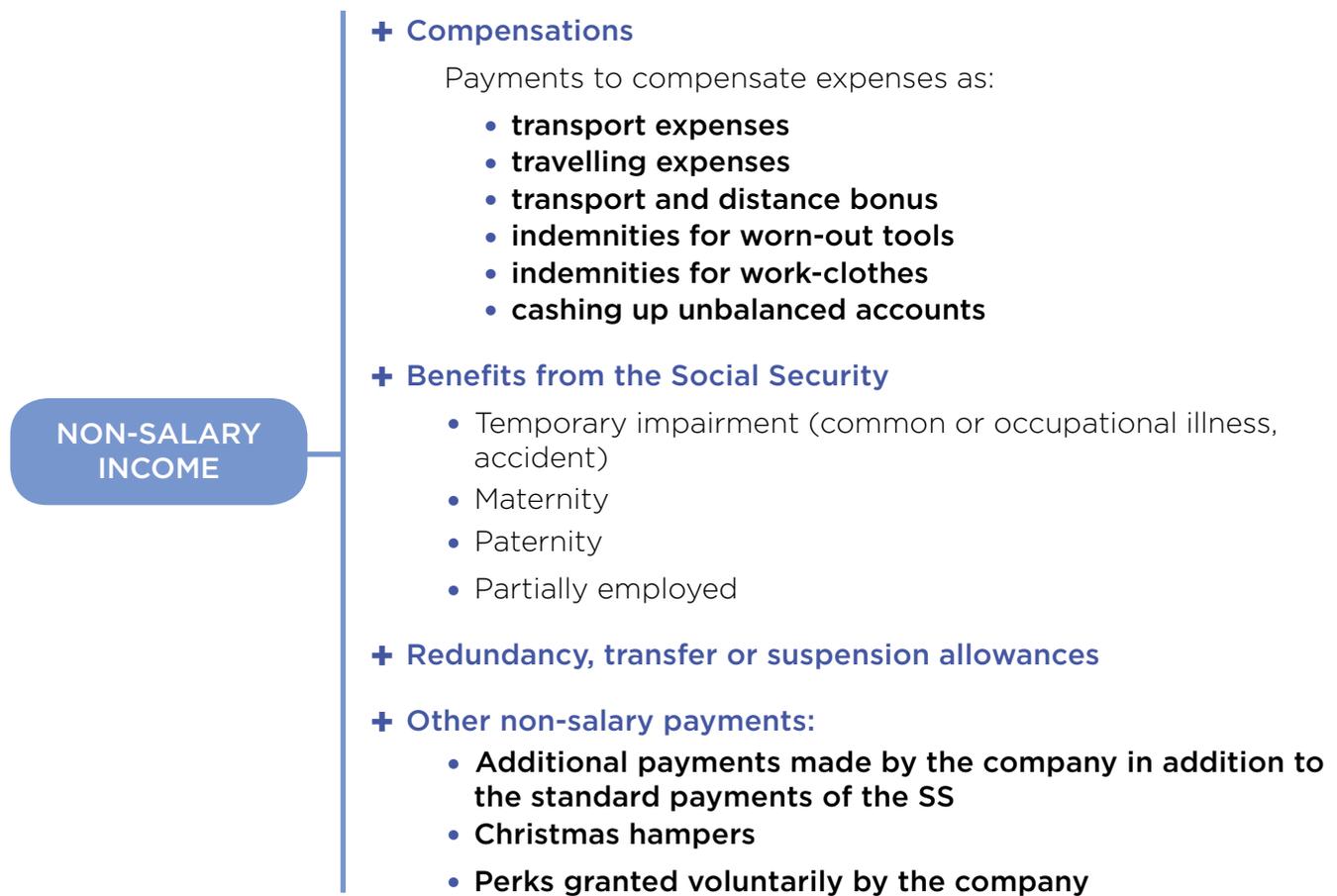
- performance-related pay
- punctuality
- attendance

Work characteristics:

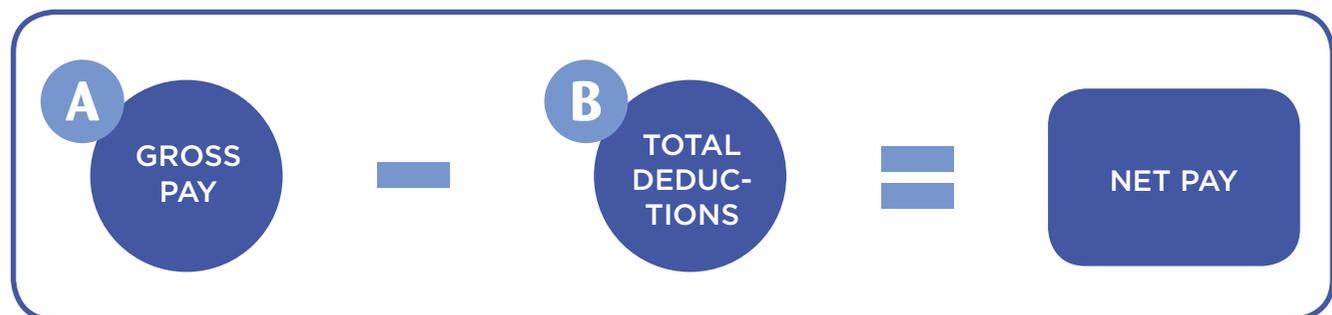
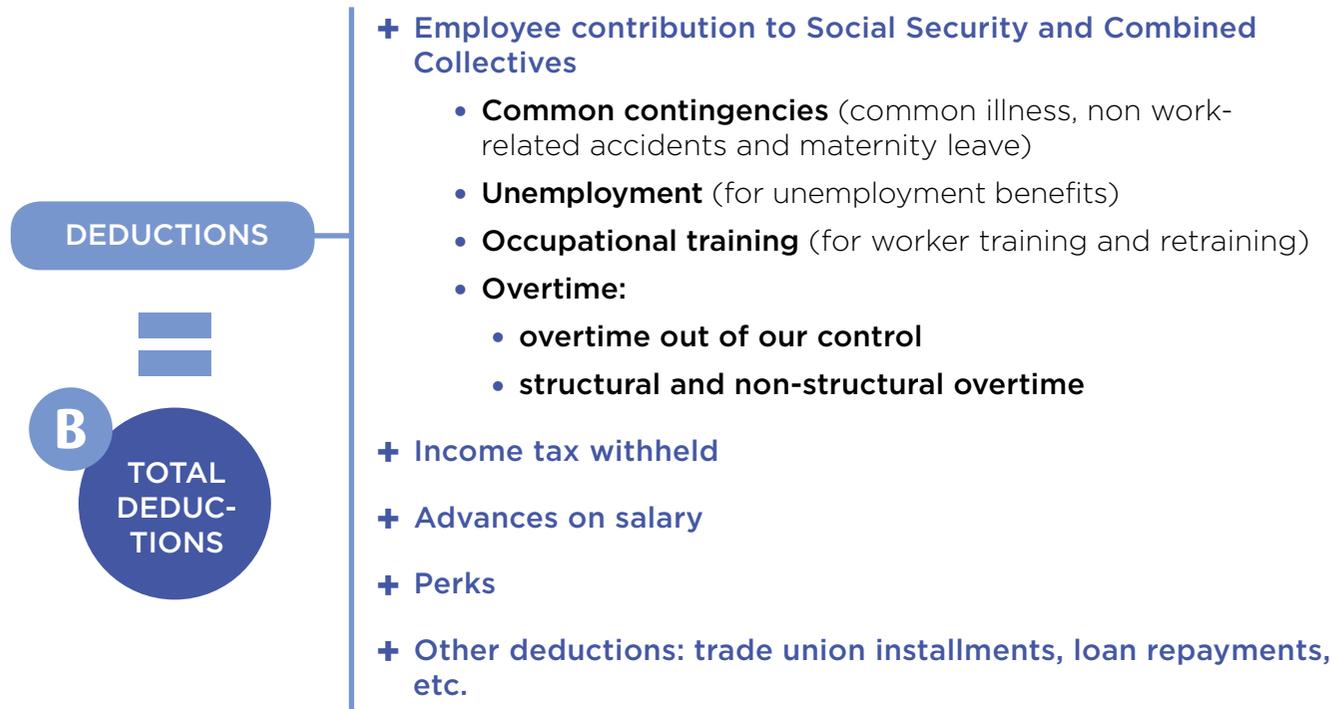
- hard work
- toxicity
- danger work
- shift work
- work at altitude
- work at night



2.2 NON-SALARY PAYMENTS: TO COVER COMPANY COSTS



2.3 DEDUCTIONS



LAST PART OF THE PAYLIST

Calculation of social security contribution bases and income tax base withheld

1 Common contingencies contribution base

Monthly payments + Extra monthly payments pro rata

2 Professional contingencies contribution base

3

Overtime contribution base

4

Income tax base withheld

2.4 CONTRIBUTION BASES FOR SOCIAL SECURITY AND FOR INCOME TAX WITHHELD

All salary income and most of the non-salary payments are taking into account while calculating the contributions to the Social Security.

In the following chart it shows the non-salary concepts that are exempt from contributing to the Social Security system within certain limits (the excess of these limits will be included).

NON-SALARY PAYMENTS LIMITS (2015)		
Transport expenses	with invoice	the total amount
	without invoice	² 0.19 per km
Travelling expenses	food expenses	maximum ² 53.34 per day minimum ² 26.67 per day
	hotel expenses	according to the tax income regulations
Redundancy allowances	the legal amount for unfair dismissal according to the Workers' Statute	
Death, transfer and suspension allowances	the legal amount according to the collective agreement	
Benefits or payments from the Social Security	the legal sum of money	

1

Common contingencies contribution base

Common contingencies contribution base (monthly salary, groups 1 to 7)

Salary income of that month $-$ Overtime pay $+$ Non-salary payments $=$ Monthly payments

$+$

The extra monthly payments per year \div 12 months $=$ Extra monthly payments pro rata

$=$

TOTAL AMOUNT (see limits in the contribution bases table)

Common contingencies contribution base (daily wage, groups 8 to 11)

Daily wage

$+$

The extra monthly payments per year \div 365 days $=$ Extra monthly payments pro rata

$=$

DAILY AMOUNT (see limits in the contribution bases table)

TOTAL AMOUNT = Daily amount x number of days of that month

CONTRIBUTION BASES FOR 2015			
CONTRIBUTION OCCUPATIONAL		MINIMUM	MAXIMUM
GROUP	CLASSIFICATIONS	BASES	BASES
1	Engineers and university graduates senior management personnel	² 1,056.90 per month	² 3,606.00 per month
2	Engineer technicians, experts and assistants with a university degree	² 876.60 per month	² 3,606.00 per month
3	Administrative and workshop managers	² 762.60 per month	² 3,606.00 per month
4	Assistants without a university degree	² 756.60 per month	² 3,606.00 per month
5	Administrative officials	² 756.60 per month	² 3,606.00 per month
6	Subordinates	² 756.60 per month	² 3,606.00 per month
7	Administrative assistants	² 756.60 per month	² 3,606.00 per month
8	First and second degree skilled workers	² 25.22 per day	² 120.20 per day
9	Third degree skilled workers and specialists	² 25.22 per day	² 120.20 per day
10	Unskilled labourers	² 25.22 per day	² 120.20 per day
11	Workers under 18 years of age	² 25.22 per day	² 120.20 per day

These minimum and maximum contribution bases are changed periodically.

2

Professional contingencies contribution base

Common contingencies
contribution base



Overtime
pay



TOTAL AMOUNT (see
contribution bases table)

PROFESSIONAL SICKNESS AND ACCIDENTS WITHIN WORK CONTRIBUTION BASES LIMITS (2015)

Minimum base

Maximum base

€ 756.60

€ 3,606.00

3

Overtime contribution base

Total overtime payments (“due to circumstances out of our control” and “structural” and “non-structural” overtime).

4

Income tax base withheld

The calculation of this takes into account all the employee’s income except:

- ✘ Redundancy payments (except for structural temporary contracts), relocation or suspension allowances (within the legal limits).
- ✘ Social Security benefits (within the legal limits)
- ✘ Transport expenses (within legal limits)
- ✘ Travelling expenses (within legal limits)

CONTRIBUTION RATES (%)

CONTINGENCIES	Company	Worker	Total
Common Contingencies	23.60	4.70	28.30
Overtime out of our control	12.00	2.00	14.00
Other Overtime	23.60	4.70	28.30

CONTRIBUTION RATES (%)			
UNEMPLOYMENT	Company	Worker	Total
General Rate	5.50	1.55	7.05
Temporary contract	6.70	1.60	8.30
WAGE GUARANTEE FUND (FOGASA)	0.20		0.20
OCCUPATIONAL TRAINING	0.60	0.10	0.70

In addition, **the employer** has to pay for IT (Temporal Incapacity) & IMS (Disability, Death and Survival) rates, which are based on the CNAE code (Economic Activity Code) of the employer or the occupation code of the employee.



EXERCISES

1 Fill out the payslip for January for an employee, Peter Smith Jones, who has been working in the company for 10 years. This person is in the category, contribution occupational group 3, and receives the income listed below, determined by the collective agreement according to his job contract:

- Basic salary: ² 1,500
- Seniority: 10 % of the basic salary per six-year period
- Languages:² 160
- Cashing up unbalanced accounts (quebranto de moneda):² 100
- Structural overtime: ² 200
- Overtime pay out of our control: ² 300
- Two extra monthly payments per year, the amount of each one is the basic monthly salary and seniority.
- Income tax withheld rate: 13% (IRPF)

2 Fill out the payslip for May for an employee with a permanente contract, who is in the category, contribution occupational group 2, and receives the income listed below, determined by the collective agreement according to his job contract:

- Basic salary: ² 1,600
- Course bonus: ² 200
- Transport: ² 160
- Non-structural overtime: ² 150
- Overtime pay out of our control ² 75
- Two extra monthly payments per year, the amount of each one is the basic monthly salary.
- Income tax withheld rate: 15% (IRPF)

3

Fill out the payslip for October for an employee, Cristina Menéndez Sáez, who has been working in the company for 5 years. This person is in the category, contribution occupational group 4, and receives the income listed below, determined by the collective agreement according to her job contract:

- Basic salary: ² 1,400
- Seniority: 10 % of the basic salary per three-year period
- Language bonus: ² 160
- Work at night: ² 100
- Worn-out tools: ² 50
- Non-structural overtime: ² 200
- Two extra monthly payments per year, the amount of each one is the basic monthly salary and seniority.
- Income tax withheld rate: 14% (IRPF)

4

Fill out the payslip for February for an employee, Joseba Arregui, who has been working in the company for 3 years. This person is in the category, contribution occupational group 2, and receives the income listed below, determined by the collective agreement according to his job contract:

- Basic salary: ² 2,000
- Seniority: 8 % of the basic salary per two-year period
- Distance bonus: ² 120
- Courses: ² 100
- Structural overtime: ² 200
- Two extra monthly payments per year, the amount of each one is the basic monthly salary and seniority.
- Income tax withheld rate: 16% (IRPF)

5

Fill out the payslip for April for a cook, category three, according to the collective agreement, contribution occupational group 4. The employee has a permanent contract and has been working for this company for 7 years. The retribution is as follows:

- Basic salary: ² 596.87
- Collective agreement bonuses: ² 612.54
- Seniority: 3 % of the basic salary for the first 3 years and 5% of the basic salary for the first 6 years (total: 8%)
- Worn-out tools ² 33.55
- Transport bonus ² 40

- Non- structural overtime: ² 113.37
- Three extra monthly payments per year. The amount of each one is the guarantee salary (basic salary + collective agreement bonuses) plus seniority. One of these three extra monthly payments is paid this month and it is not included in this payslip.
- Income tax withheld rate: 16% (IRPF)

6 Fill out the receipt of the extra monthly payment of the previous exercise that is paid the 20th April.

7 Fill out the payslip for February (28 days) for a first degree skilled worker, contribution occupational group 8, with the following remuneration:

- Basic salary: ² 30 per day
- Productivity bonus: ² 18 per day
- Non-structural overtime: ² 100
- Two extra monthly payments per year, the amount of each one is 30 days of the basic salary.
- Income tax withheld rate: 11% (IRPF)

8 Fill out the payslip for June, for a third degree skilled worker, contribution occupational group 9, with the following remuneration:

- Basic salary ² 25 per day
- Productivity bonus: ² 5 per day
- Non-structural overtime ² 100
- Two extra monthly payments per year, the amount of each one is 30 days of the basic salary.
- Income tax withheld rate: 9% (IRPF)

unit 10

CHANGES IN EMPLOYMENT CONTRACTS, SUSPENSION OF THE WORK CONTRACT AND TERMINATION OF THE WORK CONTRACT

1. CHANGES IN CONTRACTS

- 1.1 Change of duties
- 1.2 Temporary and permanent transfers
- 1.3 Substantial changes in the labour contract
- 1.4 Employer replacement

2. SUSPENSION OF THE EMPLOYMENT CONTRACT

- 2.1 Suspension causes
- 2.2 Extended leave or absence

3. TERMINATION OF THE EMPLOYMENT CONTRACT

- 3.1 Dismissals

4. SEVERANCE AGREEMENT

VOCABULARY

ABANDONMENT Abandono	IN ADVANCE Con antelación
ACRUEE Acumulado	TO ISSUE Hacer, emitir
TO AGREE Estar de acuerdo	JOB-SEEKING Búsqueda de empleo
ALLOWANCE Asignación, dietas, prestación	TO LAY DOWN Establecer
AMENDMENT Corrección, enmienda	LINK Vínculo
TO APPEAL Apelar	LOCKOUT Cierre empresarial
BETRAYAL Traición	ON A LEAVE De baja
BETRAYAL OF TRUST Deslealtad	OWNERSHIP Propiedad
BLOOD RELATION Consanguineidad	PINK SLIP (US) Finiquito
BREACH Infracción	PROCEDURE OF THE REGULATION OF EMPLOYMENT ERE
BROADER Amplio, pleno, extenso	TO PUT IN ONE'S "TWO-WEEK NOTICE" Dar un preaviso
BUDGET Presupuesto	TO QUIT Marcharse de la empresa, irse
COMPLAINT Queja	RECESSION Crisis, recesión
COMPENSATION Indemnización	REINSTATEMENT Readmisión
TO COMPLY Acatar, cumplir	REMUNERATION SCHEMES Sistemas de remuneración
CONVICTED Condenado	RESIGNATION Dimisión, renuncia
DEPRIVATION Privación	SENIORITY Antigüedad
DISPLACEMENT Desplazamiento	TO RESIGN Dimidir
TO DISMISS Despedir	SETTLEMENT Acuerdo
DISMISSAL Despido	SEVERANCE PACKAGE Finiquito, indemnización por despido
DISMISSAL LETTER Carta de despido	TO SUBMIT Someterse
DUE DATE Fecha de vencimiento	SUBROGATION Subrogación
TO ELAPSE Transcurrir	SUBSTANTIAL Sustancial, significativo
TO ENTER INTO FORCE Surtir efecto	SUIT Demanda, pleito
TO ENTITLE Tener derecho a	TO SUMMON Citar, convocar, notificar, emplazar
FAIR DISMISSAL Despido procedente	TO TAKE EFFECT Tener efecto
TO FILE A COMPLAINT Presentar una denuncia	TRAINING Formación
TO FIRE Despedir	TRANSFER Traslado
FOR GOOD Para siempre, definitivamente	UNFORESEEABLE Impredecible
FOSTER CARE Acogida	UNFAIR DISMISSAL Despido improcedente
TO FULFILL Cumplir	VACANCY Vacante
GENDER VIOLENCE Violencia de género	VOID Nulo
TO GET THE SACK Ser despedido	WORK PATTERNS Sistemas de trabajo
TO GET LAID OFF Ser despedido	WORK PERFORMANCE Rendimiento del trabajo
GRAVE INFRINGEMENT Incumplimiento grave	WORKERS' REPRESENTATIVES Representantes de los trabajadores
GOODWILL Buena voluntad	
GOOD FAITH Buena fe	
HARASSMENT Acoso, hostigamiento	
HEADCOUNT Plantilla	
TO HOLD Poseer, tener	

1

CHANGES IN CONTRACTS

Labour contracts can be changed and these changes can negatively affect the worker's working conditions. The law allows the employer to make these important changes in the worker's contract provided that the employer has economic reasons, technical, organisational and/or production problems. The worker may:

- ✓ Accept these changes.
- ✓ If the worker does not agree with the changes, the worker has to obey and comply with these changes, but the worker can also go and issue complaints to a judge if considered these changes were not necessary.
- ✓ If reasons are justified and the worker does not want to continue working in the company, in some cases the company will have to pay the worker a compensation (according to the law).

1.1 CHANGE OF DUTIES

A worker may be asked to perform duties of higher or lower categories than those which he/she was recruited.

This change may happen:

WITHIN THE PROFESSIONAL GROUP

In this case the employer does not have to justify any reason for the change, as long as the worker's rights are not violated. The worker will have to obey and comply with these changes.

OUT OF THE PROFESSIONAL GROUP

This is only justified by **technical or organisational** reasons and must be within a limited time.

- A** The employer may ask you to do a job that belongs **to a lower professional category**.

The law says that there must be an **urgent and unforeseeable** need to ask the worker for changing their duties, and that this change must be **for the minimum time required**. The workers' representatives must be notified of these changes. The worker **has the right to keep their previous salary**.

EXAMPLE 1

For example, you are a shop assistant and the employer needs the floor to be cleaned. The cleaner is on sick leave. The boss is worried because the shop needs to be ready on time and it is not ready yet. In this case, the worker must obey and clean for the minimum time required and they will keep their previous salary.



- B** The employer may ask you to do a job that belongs **to a higher professional category**.

In this case the worker has the right to earn the salary that corresponds to the higher professional category. When the period of time carrying out these duties is longer than 6 months within a year or 8 months within two years, the worker can ask for a change into that higher professional category.

EXAMPLE 2

For example, the manager of the bar in a hotel has been in a terrible accident and he will be on a leave for a long time. The boss has asked a waiter to take the position of the manager. The waiter will earn more money and he will get the same salary as a manager.

If the worker does not accept these changes they can leave the company, but **they will not get any compensation at all**.

1.2 TEMPORARY AND PERMANENT TRANSFERS

This happens when the worker is required to change the workplace within the company temporarily or for good. There must be **economic, technical, and organisational and/or production** reasons for the company to justify it.

There are different kinds of transfers:

TEMPORARY TRANSFERS OR DISPLACEMENTS

This consists of changing the usual workplace for the worker **no longer than 12 months within a period of 3 years**.

The worker has the right to:

- Keep their previous position and salary.
- Receive compensation for transportation expenses.
- Take four extra days off every 3 months of displacement.
- Be notified at least 5 days before the displacement takes place if it is going to last more than 3 months.

PERMANENT TRANSFERS

This type of transfer lasts **more than 12 months within a period of 3 years**.

According to the number of workers there are two different types of permanent transfers:



INDIVIDUAL TRANSFERS

The worker should be notified about the transfer at least 30 days in advance. The company will cover transportation expenses. There are three different options for the worker:

- 1 To accept the transfer
- 2 To terminate the contract with a compensation for the worker of **20 days for every year worked** in the company, with a **maximum of 12 monthly payments**.
- 3 To accept and go to court. If the worker believes that there are not economic, technical, organisational and/or production reasons to justify the transfer, the company can be summoned to court.



COLLECTIVE TRANSFERS

In this case the transfer affects a group of workers or all the workers in the company when the company has more than 5 workers.

There will be a previous consultation period of a maximum of 15 days between the employer and the workers' representatives.

Workers affected by collective transfers will have the same options as the workers affected by individual transfers.

The conditions for a collective transfer are:

NUMBER OF WORKERS IN THE COMPANY	NUMBER OF WORKERS AFFECTED (WITHIN A 90 DAY PERIOD)
Fewer than 100	Minimum 10
Between 100 and 299	Minimum 10%
300 or more	Minimum 30

1.3 SUBSTANTIAL CHANGES IN THE WORK CONTRACT

Substantial changes in the labour contract are related to **working time, working schedule, shift work, remuneration schemes, work patterns, work efficiency, and work tasks when they exceed the limits of the “changes of duties”**.

The employer can modify these contractual conditions if there are **economic, technical, organisational and/or production** reasons.

According to the number of workers there are two different types of substantial changes in the labour contract:



INDIVIDUAL SUBSTANTIAL CHANGES

The worker or the workers' representatives should be notified about the modification 15 days in advance. The worker has three different options:

- 1 To accept the new conditions
- 2 To terminate the contract with a compensation of **20 days for every year worked** with a **maximum of 9 monthly payments** (for modification of work patterns and work efficiency there is no compensation at all).
- 3 To accept and go to court (within a period of 20 days). If the modification is considered unlawful or unjustified, the worker will have the right to work under their previous conditions.



COLLECTIVE SUBSTANTIAL CHANGES

In this case the modifications affect a group of workers or all the workers in the company (the same number as for a collective transfer).

There must be a previous consultation period of a maximum of 15 days between the employer and the workers' representatives.

After this, the employer will communicate the final decision and the modifications shall enter into force within 7 days.

The parties can decide to reach to an agreement by submitting to mediation or arbitration.

1.4 EMPLOYER REPLACEMENT

This refers to the change in the ownership of the company or workplace.

In this case there is a modification or amendment of the employment contract because of the change of the employer, but it is not a termination of the work relationship. In fact, the new employer will maintain the same rights and duties laid down in the contract and also with the Social Security.

2

SUSPENSION OF THE EMPLOYMENT CONTRACT

This is the **temporary interruption of the work contract**; however the contractual binding is not terminated.

Suspension of the contract means that the obligations of both parties, working and remunerating the work, have no effect.

Workers are entitled to be reinstated in their job when the causes of the suspension cease.

2.1 SUSPENSION CAUSES

- Mutual agreement of the parties (licenses)
- Contract obligations, particularly those relating to good faith (prohibition on disloyal competition, professional secrecy, etc.).
- Leave of absence (excedencia).
- Temporary disability (illness or accident).
- Maternity, paternity, adoption or foster care of children under six years old.
- Risk during pregnancy (until child birth) and breastfeeding (until the child is 9 months old).
- Temporary extraordinary circumstances, and for economic, organisational, technical or production reasons (normal working hours can be reduced between 10% and 70%).
- Disciplinary suspension of work and salary.
- Strike and lock out of business.
- To do training activities.
- Deprivation of liberty, meanwhile the worker is not convicted.

2.2 EXTENDED LEAVE OR ABSENCE (EXCEDENCIA)

TYPES OF ABSENCES	CAUSE	DURATION	WORKER'S SITUATION
VOLUNTARY	Employee's request	From 4 months until 5 years	<ul style="list-style-type: none"> • At least 1 year of seniority is needed. • 4 years have to elapse between the end of the previous extended leave or absence. • This period of seniority is not taken into account. • The worker has no right to keep the job, but there is priority if there is a vacancy.
FORCED	To hold public office or to perform broader trade union duties	During the holding of the public position	<ul style="list-style-type: none"> • This period of seniority is taking into account. • The worker has right to keep their job.
PARENTAL LEAVE	Childbirth, adoption or fostering	3 years maximum	<ul style="list-style-type: none"> • This period of seniority is taking into account. • The worker has a right to keep the job only during the 1st year. For the 2nd and 3rd years there is priority if there is a vacancy.
CARE FOR MEMBERS OF THE FAMILY	Blood relation or relation by marriage up to second degree. These members cannot take care of themselves and do not perform paid work	2 years maximum	<ul style="list-style-type: none"> • This period of seniority is taking into account. • The worker has a right to keep the job only during the 1st year. For the 2nd year there is priority if there is a vacancy.

3

TERMINATION OF THE EMPLOYMENT CONTRACT

Termination of the contract means **that the labour relationship is finished.**

Contract termination is different from suspension of the contract because termination is for good and suspension is temporary.

CAUSES FOR CONTRACT TERMINATION	
MUTUAL TERMINATION OF THE CONTRACT	Termination by agreement (there is no compensation for the worker).
	Termination of the contract for reasons provided by the contract of employment.
	When the contract comes to an end (12 days of severance pay per year worked).
TERMINATION ON THE WORKER'S INITIATIVE	Worker's resignation, giving notice of the termination of the contract, according to the collective agreement or local custom (15 days' notice period). For instance, the worker does not want to be transferred.
	Abandonment of employment (with no previous notification). The employer can claim for damages.
	To solve fair cause (causa justa): Substantial changes of working conditions when this goes against the worker's dignity or there is a damage in the worker's vocational training, failure to pay wages, or not to pay them on the due date. The worker is entitled to receive a compensation.
	Any other infringement of the employers' duties, except for extraordinary circumstances. The worker is entitled to receive a compensation, e.g. mobbing.
TERMINATION ON THE EMPLOYER'S INITIATIVE ("Dismissals")	Disciplinary dismissal for serious infringement of the worker.
	Dismissal for "Objective Reasons". The worker is entitled to receive a compensation.
	Collective dismissal. The worker is entitled to receive a compensation.
OTHER REASONS	Worker's death (15 days' compensation for the inheritors), retirement or disability.
	Employer's death, retirement or disability (1 month compensation).
	Extinction of the company's legal entity (personalidad jurídica).

3.1 DISMISSALS

Dismissal is one of the causes for which the employment contract can be terminated. In this case it is the unilateral decision of the employer to terminate the contract.

Dismissals may be collective or individual.

TYPES OF DISMISSALS:

3.1.1 DISCIPLINARY DISMISSAL (Individual dismissal)

In this case, the employer, unilaterally, decides to terminate the contract of employment on account of the worker's **employee being guilty of serious misconduct**.

These breaches include the following:

- Recurrent and unjustified **non-attendance** to work or late arrival.
- Lack of discipline or **disobedience** at work.
- Verbal or physical **offence** to the employer, to other work colleagues or to their relatives.
- Transgression of contractual **good faith** and betrayal of trust in the performance at work.
- The continuous decreasing of **job efficiency and performance** voluntarily.
- Frequent **alcohol or drugs** intoxication whenever these affect the worker's job efficiency and performance.
- **Harassment** on grounds of sex, age, race, ethnic origin, religion, beliefs, disability, towards the employer or other workers in the company.

PROCEDURE:

- ✓ The dismissal must be notified in writing to the worker (**dismissal letter**).
- ✓ In case the worker does not agree with the employer's decision, the worker has to file a **demand for conciliation** in the Mediation, Arbitration and Conciliation Service of the autonomous region concerned, within 20 days upon receipt of the dismissal letter. In this way both parties may settle a reconciliation avoiding going to the labour court.
- ✓ If this fails, then the worker has the right to file a complaint before the labour court.

The judicial judgment can find the dismissal:

FAIR DISMISSAL

If the judge considers that the employer's decision is justified and proved, the employment contract is terminated without any compensation for the worker.

UNFAIR DISMISSAL	<p>If it is considered that the dismissal is unfair, the employer must pay the salaries that accrued during the proceeding, (the salaries that the employee ceases to receive from the date of dismissal until the sentence of the judge). Furthermore, the employer must either reemploy the worker or compensate them with 33 days of salary per year worked in the company, with a maximum of 24 monthly payments.</p>
VOID DISMISSAL	<p>If it is considered the dismissal as discriminatory or made in violation of fundamental rights, then the dismissal will be void and the employee holds the right to reinstatement.</p>
	<p>Dismissals of women who are victims of gender violence or women during breastfeeding or with diseases related to pregnancy, maternity or paternity will also be voided</p>
	<p>Dismissals to workers within 9 months after the application of reduced working day to take care of minor child or disabled family members or, in case of extended leave absence for taking care of members of the family, will be void.</p>

3.1.2 DISMISSAL FOR OBJECTIVE REASONS ACCORDING TO LAW

The main causes are as follows:

- The worker's **incompetence** to perform their tasks.
- Worker's **non-adaptation** to the work technical modifications.
- Recurrent **justified absence** from work. When the worker has been absent for more than the 20 % of working hours within a period of 2 months, or more than 25% of working hours within a discontinuous period of 4 months, taking into account a twelve-month period (absences due to strike, legal representative activities, work-related accidents, maternity leave, holidays and illness when the illness lasts longer than 20 consecutive days - are not included).
- To terminate some employment contracts (the number of them must be fewer than in a collective dismissal) based on **economic, technical, organisational or production** reasons.
- **Insufficient budget** of Governmental programs.

SPECIFIC REQUIREMENTS:

- ✓ The employer must notify the dismissal in writing to the employee including the reasons for the dismissal.
- ✓ A notice period of 15 days must be fulfilled.
- ✓ The worker has a 6 hour reduction within their working week for job-seeking.
- ✓ The employee can appeal against the employer's decision and the procedure is the same as in a disciplinary dismissal.
- ✓ This dismissal entitles the employee to receive severance equal to 20 days' salary per year worked, with a maximum of 12 monthly payments.

3.1.3 COLLECTIVE DISMISSAL

This is very common in recession periods.

Collective dismissal must be based on **economic, technical, organisational** or **production** reasons. The conditions related to the number of workers being made redundant for collective dismissal are the same as for the collective transfers. (Refer to pg. 203)

A PROCEDURE FOR THE REGULATION OF EMPLOYMENT MUST BE INSTITUTED MAKING A REQUEST TO THE LABOUR AUTHORITIES.

- ✓ The substitution of the consultation period for the mediation or arbitration shall be able to be agreed upon.
- ✓ There must be a consultation with the workers' representatives with a minimum duration of 30 days (15 in the case of companies with fewer than 50 workers).
- ✓ If the consultation period concludes with an agreement, this will be notified to the labour authority, by sending a copy of the agreement.
- ✓ If they do not reach an agreement the 2012 Labour Reform Law entitles the employer to give the final say, provided convincing evidence of goodwill by the employer during the consultation period.
- ✓ This dismissal entitles the employee to receive a redundancy payment equal to 20 days' salary per year worked, with a maximum of 12 monthly payments.

SUMMARY OF COMPENSATIONS DUE TO THE TERMINATION OF THE EMPLOYMENT CONTRACT

• TEMPORARY CONTRACTS (except training-apprenticeship contract and temporary replacement contract).	12 days' salary per year worked.
• UNFAIR DISCIPLINARY DISMISSAL	33 days of salary per year worked, with a maximum of 24 monthly payments.

SUMMARY OF COMPENSATIONS DUE TO THE TERMINATION OF THE EMPLOYMENT CONTRACT

<ul style="list-style-type: none"> • FAIR DISMISSAL FOR AN OBJECTIVE REASON • COLLECTIVE DISMISSAL 	20 days' salary per year worked, with a maximum of 12 monthly payments.
<ul style="list-style-type: none"> • UNFAIR DISMISSAL FOR AN OBJECTIVE REASON 	33 days of salary per year worked, with a maximum of 24 monthly payments
<ul style="list-style-type: none"> • EMPLOYER'S DEATH, RETIREMENT OR DISABILITY 	1 month of salary if no one takes charge of the company.
<ul style="list-style-type: none"> • WORKER'S DEATH 	15 days of salary

4

SEVERANCE PACKAGE (FINIQUITO)

This is the final severance of accounts that cancels the contract of employment.

Concepts to include in a settlement agreement

- Number of days worked during that month.
- Proportional part of the extra monthly payments (annual bonuses).
- Compensation for the annual holidays the employee should have taken.
- Other compensations / severance pay if applicable.
- The amount of money to compensate the notice period that has not been fulfilled.

If the worker does not agree with the calculation, they are not obliged to sign the severance agreement.

The worker can sign up to the severance agreement and write “not in accordance” or “non-compliant” near the signature, so that the worker will receive the money and can make a complaint afterwards.

The worker can ask for the attendance of a workers' representative.



IT IS IMPORTANT TO TAKE INTO ACCOUNT:

If the annual bonuses are not prorated:

$$\text{DAILY SALARY} = \frac{\text{Monthly salary} \times 14 \text{ months}}{365 \text{ days}}$$

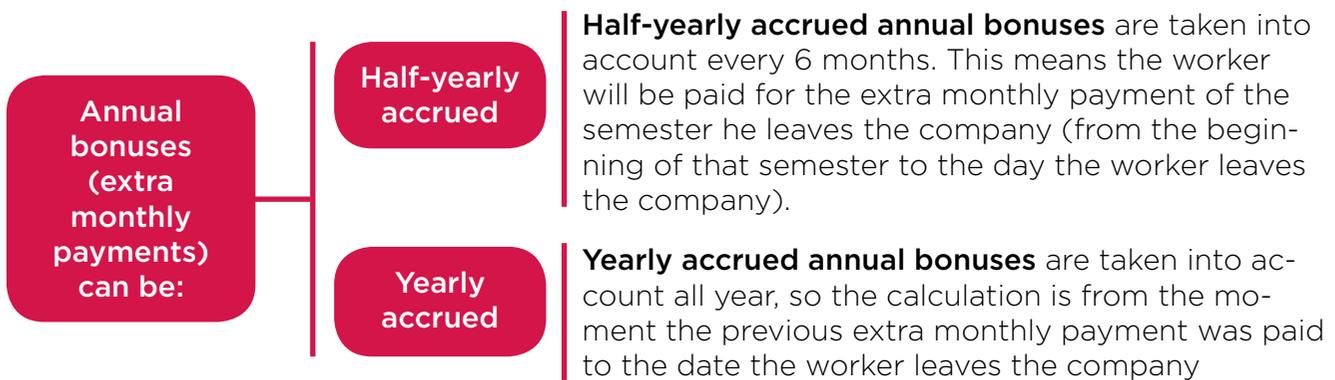
(in case of 2 extra monthly payments)



IT IS IMPORTANT TO TAKE INTO ACCOUNT:

If the annual bonuses are prorated:

$$\text{DAILY SALARY} = \frac{\text{Monthly salary} \times 12 \text{ months}}{365 \text{ days}}$$



	SUMMER ANNUAL BONUS	CHRISTMAS ANNUAL BONUS
Half-yearly accrued	From the 1 st January to the 30 th June of the same year. (181 days)	From the 1 st July to the 31 st December of the year. (184 days)
Yearly accrued	From the 1 st July of the previous year to the 30 th June of the current year	From the 1 st January to the 31 st December of the current year.

SEVERANCE AGREEMENT TEMPLATE

PAYMENTS

SALARY PAYMENTS

- Basic salary
- Additional payments
- Proportional part of the extra monthly payments
- Proportional part of annual holidays

COMPENSATION FOR THE TERMINATION OF THE CONTRACT

- Daily salary x days of compensation fixed by law
Daily salary: (basic salary + additional payments + extra monthly payments pro rata) / 365
Days of compensation:
For 360.....days of compensation
For number the days worked.....X days
 Daily salary x days

COMPENSATION FOR BREACHING THE NOTICE PERIOD

- Daily salary x days according to the collective agreement or law

TOTAL PAYMENTS

DEDUCTIONS

SOCIAL SECURITY (basic salary + additional payments +
 + extra monthly payments prorata + proportional part of holidays)

	BASE	RATE
• Common contingencies
• Unemployment and occupational training
• Income tax withheld

TOTAL DEDUCTIONS

NET PAY (TOTAL PAYMENTS - TOTAL DEDUCTIONS)



EXERCISES

- 1** David works as a kitchen porter in a restaurant. The waiter suffered from a work-related accident and the boss asked David to take on the waiter's roles.
 - a.** Can the boss ask David to do the waiter's tasks? What kind of change of work contract is this?

 - b.** What will be David's salary?

 - c.** Can David ask for a promotion?

 - d.** If David worked as a waiter and was ordered to do kitchen porter tasks, could he refuse to do it?

- 2** Kruger, Ltd. transfers an employee permanently to another branch within the company. The worker has been working in the company for 8 years. Her monthly salary is $\text{€} 1,200$, with the extra monthly payments pro rata included.
 - a.** What are the possible options for the worker?

- b.** Calculate the severance pay in case the employee is entitled to receive it.

- 3** A worker who has been working in the company PISA, Ltd. for 11 years, gets the following payments:

Basic salary:	2 514
Seniority:	2 150
Incentives:	2 85

The worker has the right to get two extra monthly payments (annual bonuses) a year, in June and December, equivalent to the basic salary plus seniority.

The worker's timetable is from 7:30 to 15:30 hours (straight shift).

The company notifies the worker that from now on he will have to work from 8:00 to 13:00 and from 17:00 to 20:00 (split shift).

The worker does not agree with the company's decision and asks for the termination of the contract.

Calculate the compensation pay that corresponds to the worker.

- 4** A worker has to move to another town for personal reasons. He has asked for an extended leave or absence for 2 years. He has been working in the company for 4 years

a. Has the worker the right to take an extended leave? Why?

b. Can the worker return to their job after they have finished their extended leave?

- 5** What type of dismissal corresponds to the following:

a. A worker stole from another worker in a company.

- b.** A company collapsed due to an earthquake.

- c.** A worker in a company repeatedly harasses another workmate because of ideological reasons.

- d.** A worker cannot adapt to the work technical modifications.

- e.** A worker has been absent for more than the 20% of working days within a period of 2 months. These absences are justified.

- f.** A worker is incompetent to perform their tasks.

- g.** A worker continuously disobeys their boss's orders.

- h.** A worker offends the employer due to the fact that the employer did not pay the worker's last months' salary.

- i.** A worker is absent from work repeatedly without any justifiable reason.

6 A worker with a permanent contract has been dismissed for objective reasons on the 15th April and has not taken their annual holidays. The worker has been working in the company for 4 years.

a. Calculate the severance package taken into account the following payments:

Basic salary: € 1,000

Collective agreement bonus: € 80

The worker has the right to get two extra monthly payments yearly accrued, in June and December, equivalent to the basic salary.

Tax income withheld rate is: 9%

b. Calculate the compensation for the worker if the worker were dismissed and the dismissal was unfair.

7 A worker of the company DEIOD, Ltd. has been working from the 1st January 2010 with a permanent contract. On the 30th June 2015 he was unfairly dismissed. He was notified of the dismissal 15 days before the dismissal took effect. The company will compensate him for the dismissal.

The worker gets the following payments:

Basic salary: € 1,200

Incentives: € 250

The worker has the right to get two extra monthly payments a year, in June and December, half-yearly accrued and equivalent to the basic salary.

Tax income withheld rate is: 10%

The worker has still not had his annual holidays.

Calculate the severance package.

unit
11

THE SPANISH SOCIAL SECURITY SYSTEM

1. THE SPANISH SOCIAL SECURITY SYSTEM (SS)
 - 1.1 Regulation
 - 1.2 Scope of application
 - 1.3 Composition of the Social Security system
 - 1.4 Organizational chart of the SS
2. OBLIGATIONS OF EMPLOYERS TO THE SS
3. OBLIGATIONS OF WORKERS TO THE SS
4. OBLIGATIONS OF SELF EMPLOYED TO THE SS
5. MODALITIES OF THE SOCIAL SECURITY PROTECTIVE ACTION
6. SOCIAL SECURITY BENEFITS
 - A. Health care
 - B. Temporary impairment
 - C. Permanent disability
 - D. Maternity
 - E. Paternity
 - F. Risk during pregnancy and breastfeeding
 - G. Unemployment
 - H. Unemployment subsidy
 - I. Retirement
 - J. Death and survivors

VOCABULARY

ABANDONMENT Abandono	TO GET LET GO Ser despedido (informal)
ACRUEE Acumulado	GRAVE INFRINGEMENT Incumplimiento grave
TO AGREE Estar de acuerdo	GOOD WILL Buena voluntad
ALLOWANCE Asignación, dietas, prestación	GOOD FAITH Buena fe
TO APPEAL Apelar	HARASSMENT Acoso, hostigamiento
BASE RATE Base reguladora	TO HIRE Contratar
TO BE DISMISSED Ser despedido (formal)	TO HOLD Poseer, tener
BETRAYAL Traición	IN ADVANCE Con antelación
BETRAYAL OF TRUST Deslealtad	ISSUE Hacer, emitir
BLOOD RELATION Consanguineidad	JOB-SEEKING Búsqueda de empleo
BREACH Infracción	TO LAY DOWN Establecer
BROADER Amplio, pleno, extenso	LINK Vínculo
BUDGET Presupuesto	LOCK OUT Cierre empresarial
COMPLAINT Queja, Compensación, indemnización	MEDICAL DISCHARGE Alta médica
TO COMPLY Acatar, cumplir	ON A LEAVE De baja
CONVICTED Condenado	OWNERSHIP Propiedad
DEPRIVATION Privación	PROCEDURE OF THE REGULATION OF EMPLOYMENT ERE
DISPLACEMENT Desplazamiento	RELAPSE Recaída
DISEASE Enfermedad	REGULATORY BASE Base reguladora
TO DISMISS Despedir	TO TAKE ON Contratar, emplear
DISMISSAL Despido	
DISMISSAL LETTER Carta de despido	
DUE DATE Fecha de vencimiento	
TO ELAPSE Transcurrir	
TO EMPLOY Contratar, dar empleo	
TO ENTER INTO FORCE Surtir efecto	
TO ENTITLE Tener derecho a	
FAIR DISMISSAL Despido procedente	
TO FILE A COMPLAINT Presentar una denuncia	
TO FIRE Despedir	
FOR GOOD Para siempre, definitivamente	
FOSTER CARE Acogida	
TO FULFILL Cumplir	
GENDER VIOLENCE Violencia de género	
TO GET FIRED Ser despedido (formal)	
TO GET (THE) SACK Ser despedido (informal)	
TO GET LAID OFF Ser despedido (informal)	

1

THE SOCIAL SECURITY SYSTEM

www.seg-social.es/Internet_6/Trabajadores/Afiliacion/Informaciongeneral

1.1 REGULATION

The regulation related to the Spanish Social Security includes:

- The **Spanish Constitution** provides that the public authorities shall maintain a public system of social security (national insurance) for all citizens which will guarantee social assistance and services in cases of need.
- **Refunded Text of the Social Security General Law of 1994 (Texto Refundido de la Ley General de Seguridad Social de 1994) amended by the law 40/2007** which states:

“The Social Security System is a set of schemes through which the State guarantees the people included in their scope of application, due to carrying out a professional activity or meeting the requirements for the non-contributory level, as well as their dependent family members or assimilated family members, suitable protection for the contingencies and situations defined by the law”.

- **Agreements with ILO (OIT) and other bilateral agreements.**
- **European Union regulations.**
- Also the **Workers’ Statute** regulates subjects such as maternity leave and the payment of the employers and workers contributions.

The Spanish Social Security is characterized for being:

A public system, managed by the Public Administration.

A compulsory system.

1.2 SCOPE OF APPLICATION

Regardless of gender, marital status or profession, and for the purposes of the benefits in the contributory modality, **all Spanish people who reside in Spain, and foreigners who reside or are legally in Spain**, are included in the Social Security field of application, as long as, in both cases, they **carry out their activity in the national territory** and are **included** in one of the following sections:

SECTIONS

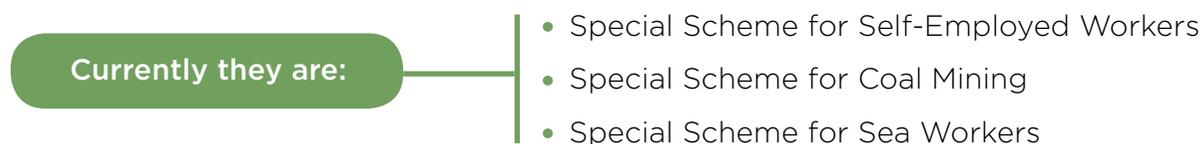
- Workers employed by another person.
- Self-employed workers.
- Working partners in associated work co-operatives.
- Students.
- Civil Servants or Military Personnel.

1.3 COMPOSITION OF THE SOCIAL SECURITY SYSTEM

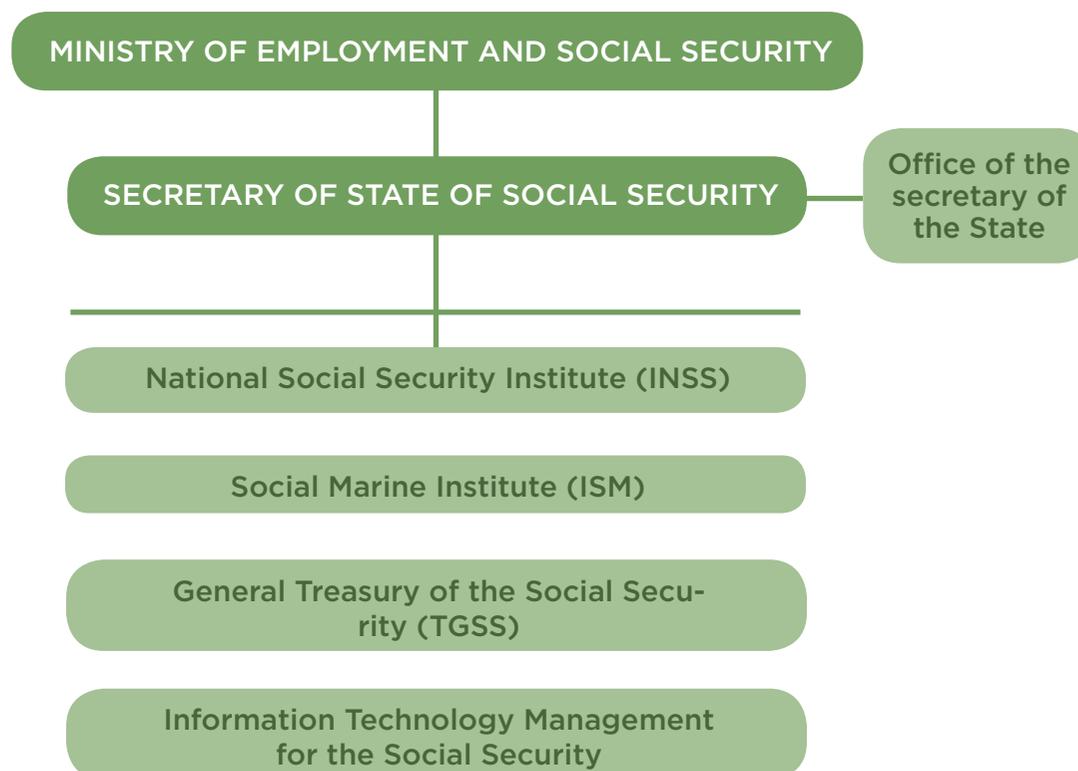
The Social Security System is made up of the General Regime and Special Regimes.



The Social Security System also includes the following **Special Regimes**.



1.4 ORGANIZATIONAL CHART OF THE SPANISH SOCIAL SECURITY (SS)



The **National Social Security Institute (INSS)** administrates and manages economic benefits.

The **General Treasury of the Social Security** unifies all the economic resources and the financial administration of the Social Security System (collects the contributions).

PUBLIC ENTITIES WITH LEGAL STATUS (ENTIDADES PÚBLICAS AUTÓNOMAS):

- **State Employment Service / SEPE (Lanbide in the Basque Country):** manages the procedures of unemployment benefits and controls and manages those benefits. It carries out the active labour market policies.
- **National Institute for Health and Safety in the Workplace/ INSHT** (Instituto Nacional de Seguridad e Higiene en el Trabajo). It is in charge of advising and controlling the actions directed to fight against work-related accidents and occupational illnesses.

COLLABORATING ENTITIES WITH THE SS:

- **Companies:** It is an obligation to make payments corresponding to the SS, for instance when a worker is on sick leave. They will, later on, be compensated for those payments with the contributions that employers have to make.
- **Employers' Mutual Insurance Societies (Mutuas Patronales):** employers' associations created to manage some services related to the provision of medical care in case of work-related accident or professional illness. Their aim is not to get benefits. Employers will have two options respecting to the professional contingencies: they can take out an insurance policy with the INSS or with a Mutual Insurance.

2

OBLIGATIONS OF EMPLOYERS TO THE SS



- A Registration of the company** (identification number): Before starting a business it is a necessary requirement that must be fulfilled in the Territorial Treasury of the Social Security of the province where the address of the company is located.
- B Affiliation of the workers** to the SS. Each worker must be registered in the SS system the first time they enter the labour market. They have a permanent affiliation number for the rest of their working life.
- C Registration of the worker in the SS system** before the worker starts working for the company.
- D** As a result, employers will deduct the **contributions** of the worker to the SS and pay their own contributions and the workers' into an account of the General Treasury of the Social Security of the province or area in which they are working.
- E Termination of the employee.** When the work relationship is finished the employer must submit a notification to the Social Security within 6 days from the day the worker ceased working.

3

OBLIGATIONS OF WORKERS TO THE SS



- A** Workers must pay their **contributions** to the Social Security from when they start working until they finish their work activity.
Workers will continue paying their contributions to the SS in case of temporary disability, paternity leave, maternity leave, risk during pregnancy and breast-feeding, and when they receive unemployment benefits.
- B** Workers should inform the SS of any **change of their personal and labour information**.

4

OBLIGATIONS OF THE SELF-EMPLOYED TO THE SS



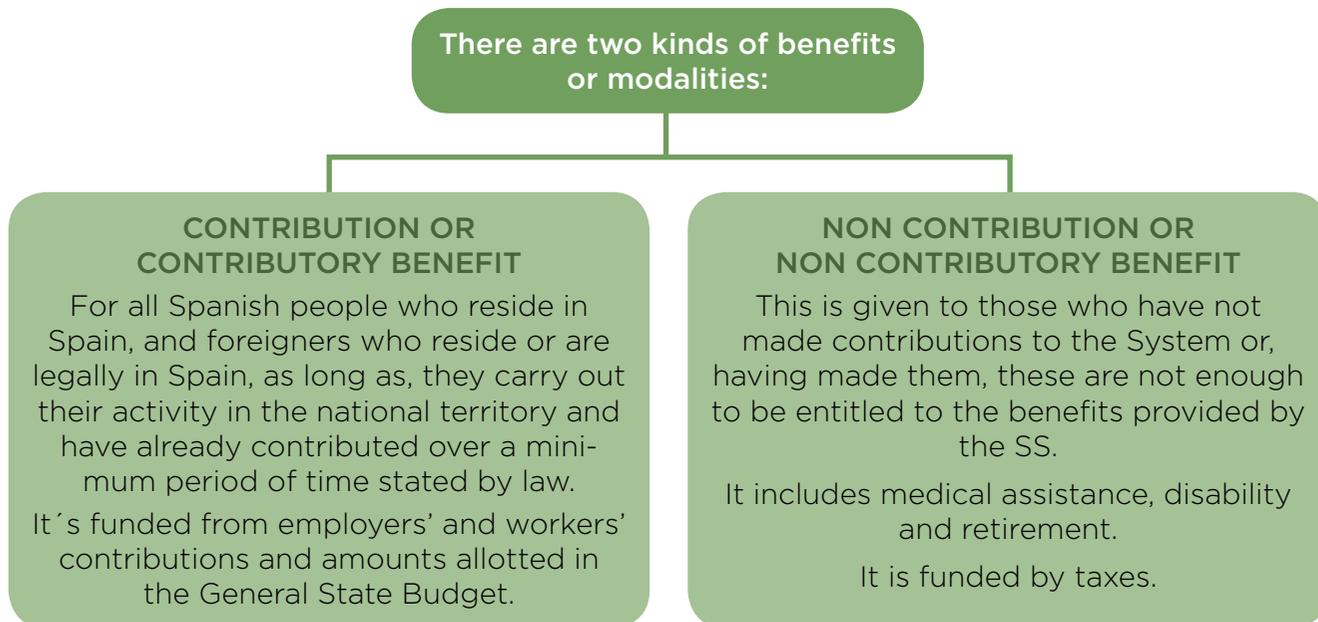
- A** Self employed workers have to join a special self-employed workers' scheme even when they hire other workers.
- B** Registration has to take place within the first 30 days from the beginning of the activity. Termination and data changes must be notified too.
- C** Self employed workers are responsible for the total amount of contribution; they can choose between a maximum and a minimum percentage of their contribution.

5

MODALITIES OF THE SOCIAL SECURITY PROTECTIVE ACTION

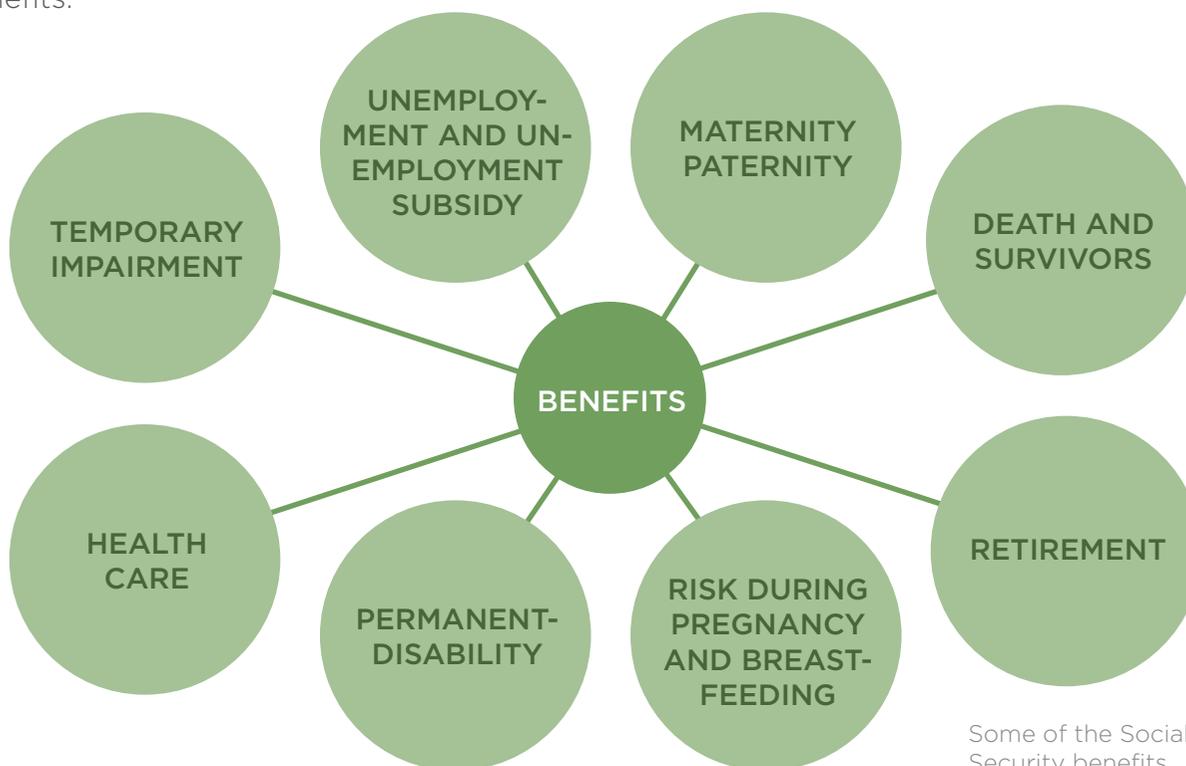
Benefits are a set of measures taken by the Social Security to anticipate, rectify or overcome specific unfortunate situations or specific situations of need, which usually lead to a loss of income or excessive costs for those who suffer from them.

These benefits can be financial (money) or in kind (health care).



6 SOCIAL SECURITY BENEFITS

The Spanish Social Security System includes benefits for health care (sickness, pregnancy health risks), injures at work or out of work, unemployment, pensions, invalidity and death benefits.



Some of the Social Security benefits

A. HEALTH CARE

The objective of the Social Security health care is to provide the **medical** and **pharmaceutical services** required to maintain or recover the health of its beneficiaries, as well as their ability to work.

It also provides **physical rehabilitation** (surgical prosthesis, orthopaedic equipment and ordinary wheelchairs) needed to allow workers to fully recover.



REQUIREMENTS:

- Workers who are affiliated and have active or assimilated contributor status.
- Pensioners and persons receiving periodic benefits, including unemployment benefit.
- Having exhausted unemployment benefits and others of a similar nature, being unemployed, not having insured status on any other grounds and residing in Spain.
- Family members or those dependent on the above right holders.
- Spaniards and European Union citizens, people from the European Economic Area or Swiss people who live in Spain, and foreigners with residence permit in Spain, not included in the previous groups, who have an income under the limits established by the regulations.
- People with an undersigned Special Agreement.

B. TEMPORARY IMPAIRMENT (TI)

The financial benefit for temporary impairment aims to cover the loss of earnings that occurs when the worker, due to an **illness or accident**, is **temporarily** unable to work and requires medical care from the Social Security.

The following are considered situations for temporary disability:

Common illness
non work-related accident

Occupational illness and
work-related accident



REQUIREMENTS:

- Be affiliated to Social Security and currently inscribed or have a situation assimilated to inscription on the date of the event.
- Have fulfilled contributions for a period of:
 - 180 days in the 5 years immediately preceding the event, in the case of **common illness**.
 - No previous contribution period is required in the event of **occupational illness and any kind of accidents**.



DURATION / EXTENSIONS / RELAPSES:

The benefit will be paid during the time the beneficiary is considered temporarily impaired and this will last as a maximum:

- In the event of an **injury or illness**, due to whatever cause, **365 days** extendible for a further 180 days when it is presumed that, in that period, the worker may be cured and medically discharged.
- In the event of **observation periods** required for **occupational illness**, 6 months extendible for a further 6 months (maximum 24 months from the beginning of the temporary impairment) when this is deemed necessary to assess and diagnose the illness. From 18 months onwards the worker will not receive financial benefits for temporary impairment.



FINANCIAL BENEFITS:

TEMPORARY IMPAIRMENT			
CONTINGENCY	DURATION	FINANCIAL BENEFIT	PAID BY
Common illness or non work-related accident	1 st , 2 nd and 3 rd days	There is no subsidy	It is optional for the employer
	12 days (from the 4 rd until the 15 th)	60% of the regulatory base	The employer
	5 days (from the 16 th until the 20 th)	60% of the regulatory base	The INSS or the mutual insurance
	From the 21 st day onwards	75% of the regulatory base	The INSS or the mutual insurance
Occupational illness and work-related accident	From the next day of the leave (the 1 st day is paid as a working day)	75% of the regulatory base	The INSS or the mutual insurance

Common illness or non work-related accident daily regulatory base calculation:

$$\text{RB daily} = \frac{\text{Worker's CC contribution basis of the previous month of the event}}{30 \text{ days (monthly salary) or 30, 31, 28 or 29 (daily salary)}}$$

CC: common contingencies

Occupational illness and work-related accident daily regulatory base calculation:

$$\text{RB daily} = \frac{\text{Worker's PC contribution basis of the previous month} + \text{Overtime}}{30 \text{ days (monthly salary) or 30, 31, 28 or 29 (daily salary)}} + \frac{\text{Previous 12 months' overtime}}{360 \text{ (monthly salary) or 365 (daily salary)}}$$

PC: professional contingencies

EXAMPLE 1



Calculate the SS benefit of a worker unable to work due to a common illness from the 2nd June until the 20th June. The common contingencies contribution basis of the previous month is 1,390 euros (monthly salary). The worker has been working in this company for 2 months and during the previous year in another company for 6 months.

Solution:

$$\text{DAILY REGULATORY BASE} = \frac{1,390}{30 \text{ days}} = 46.33\text{€ per day}$$

Benefit:

- The 2nd, 3rd and 4th June (3 days): there is no benefit for the worker.
- The 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th and 16th (12 days):
12 days x 0.60 x 46.33 = 333.58, paid by the company.
- The 17th, 18th, 19th and 20th (4 days):
4 days x 0.60 x 46.33 = 111.19 paid by the INSS or the mutual insurance

$$\text{TOTAL FINANCIAL BENEFIT} = 333.58 + 111.19 = \text{€ } 447.77$$



EXAMPLE 2

What is the financial benefit for a worker who suffered from a work-related accident the 4th May and was on a leave until the 26th May? The PC contribution basis of the previous month is € 1,650 (monthly salary). There is no overtime during the previous month and the 12 previous months' overtime is 2,000 euros. The worker is been working in this company for 4 months.

Solution:

- The day of the accident (the 4th May) is not included for calculating the financial benefit. This day is paid by the employer as a working day.

$$\text{DAILY REGULATORY BASE} = \frac{1,650}{30 \text{ days}} + \frac{2,000}{360 \text{ days}} = 55 + 5.55 = \text{€ } 60.55 \text{ per day}$$

Benefit:

- From the 5th to the 26th May (22 days):

$$\text{TOTAL FINANCIAL BENEFIT} = 22 \text{ days} \times 0.75 \times 60.55 = \text{€ } 999.07$$

C. PERMANENT DISABILITY

This is a financial benefit that seeks to cover the loss of income suffered by a worker whose ability to work is permanently reduced or impaired due to an illness or accident.

There are different degrees of permanent disability:

- **Partial disability for the usual profession:** It causes a reduction in performance of no less than 33% within their profession.
- **Total for the current profession:** Prevents the worker from carrying out their current profession, but they are still capable of working in another one.
- **Absolute for all work:** Prevents the worker from performing any type of work or trade.
- **Serious disability:** When the permanently disabled worker requires the assistance of another person to carry out the most basic activities.



FINANCIAL BENEFITS:

The amount of the financial benefit is determined by the regulatory base and the percentage applied according to the recognised level of permanent disability.

- **Partial permanent disability,** consists of a lump-sum compensation (24 monthly instalments of the regulatory base used to calculate the temporary disability).

- **Total permanent disability.** Consists of a lifelong pension of 55% of the regulatory base. It will be increased by 20% after the worker is 55 years of age if, due to various circumstances, it is determined that it is difficult for the worker to find employment in a different profession from his current one.
- **Absolute permanent disability,** 100% of the regulatory base.
- **Serious disability,** obtained by applying the percentage corresponding to total or absolute permanent disability, plus a supplement, to the regulatory base.

EXAMPLE 3



David caught an occupational illness 12 months ago. What can happen from now on?

Solution:

Once the 365 day period has expired, the National Social Security Institute (or the Social Marine Institute) will be the only competent entity for:

- Authorising an extension for up to a further 180 days.
- Deciding to commence a permanent disability procedure.
- Issuing the medical discharge certificate.

D. MATERNITY

When the worker is on maternity leave there is a **suspension** of the contract of employment. This means that the obligations of both parties of the relationship stop temporarily and when the suspension (not termination) ends, the obligations are in force again.



REQUIREMENTS:

All workers, regardless of their sex, who take maternity, pre-adoptive or permanent adoption and fostering leave, can receive maternity benefits if:

- Be affiliated to the Social Security and currently inscribed or have a situation assimilated to inscription.
- They must have paid contributions for a minimum period of:

MOTHER'S AGE	CONTRIBUTION PAID
Less than 21 years of age	<ul style="list-style-type: none"> • No minimum contribution period is required.

Between 21 and 26 years of age	<ul style="list-style-type: none"> • 90 days within the 7 years immediately prior to the start of the period of leave or • 180 days of contributions over the course of their working life
More 26 years of age	<ul style="list-style-type: none"> • 180 days within the 7 years immediately prior to the start of the period of leave or • 360 days of contributions over the course of their working life
<p>If there is no previous contribution to the SS (non-contributory maternity), the worker is entitled to a financial benefit; the daily amount of which is equal to 100% of the IPREM, during the first 6 weeks (42 days).</p>	



DURATION:

The period of the suspension will last 16 weeks that can be extended by a further 2 weeks for each child after the second, in cases of multiple birth (twins, triplets...), multiple adoption or multiple foster care. The mother must take a rest period of at least 6 weeks after the birth period, and the rest of the time can be distributed between the mother and the father according to the mother's wishes. If both parents work, the mother has an option of allowing the father to have a period of time on maternity leave also.



FINANCIAL BENEFITS:

The financial benefit consists of a benefit equivalent to 100% of the corresponding **daily regulatory base**.

The daily regulatory base is the result of dividing the amount of the worker's contribution basis in the month prior to the birth, adoption or fostering, by the number of days the contribution refers to (this divisor will specifically be: 30, if the worker has a monthly salary; 30, 31 or 28 or 29 if it is a daily salary).

$$\text{RB daily} = \frac{\text{Worker's CC contribution basis of the previous month}}{30 \text{ days (monthly salary) or } 30, 31, 28 \text{ or } 29 \text{ (daily salary)}}$$

CC: common contingencies



EXAMPLE 4

A 27 year old worker who has been working in the company for 8 months has just given birth to a baby. This is her first job.

- a. Is this worker entitled to receive a financial benefit?
- b. How long does her maternity leave last?

Solution:

- a. Yes, she is entitled to receive a financial benefit because she has paid contributions to the social security system for more than 180 days within the 7 years immediately prior to the date of birth.
- b. The maternity leave lasts for 16 weeks (6 of them after given birth).



EXAMPLE 5

Suppose the worker of the previous example has a contribution basis of common contingencies in the previous month of €1,200 (monthly salary).

- a. What is the financial benefit for the worker in June?
- b. What is the financial benefit the worker will have in July?

Solution:

	DAILY REGULATORY BASE	$\frac{1,200}{30 \text{ days}}$	$=$	€ 40 per day
a.	FINANCIAL BENEFIT IN JUNE	$\frac{30 \text{ days}}$	\times	$\frac{€ 40}{€ 1,200}$
b.	FINANCIAL BENEFIT IN JULY	$\frac{31 \text{ days}}$	\times	$\frac{€ 40}{€ 1,240}$

E. PATERNITY

Unlike entitlement to maternity benefit, the paternity benefit protects the rights of the other parent to collect a subsidy while this person's work contract is suspended when a child is born, adopted or fostered.



REQUIREMENTS:

- Be affiliated to Social Security and currently inscribed or have a situation assimilated to inscription.
- Having contributed 180 days within the 7 years immediately prior to the start of the period of leave, or 360 days of contributions over the course of their working life.



DURATION:

The maximum duration period will be up to 4 uninterrupted weeks, that can be extended by a further 2 days for each child after the second, in cases of multiple birth, adoption or foster care.



FINANCIAL BENEFITS:

The economic benefit consists of a subsidy equivalent to 100% of the regulatory base corresponding to temporary impairment benefit due to common contingencies.

F. RISK DURING PREGNANCY AND BREASTFEEDING

Risk during pregnancy is the suspension of the work contract due to risk during pregnancy, if the worker is required to change her job or activity for another that is compatible with her condition and this is technically or objectively impossible or cannot be required for justifiable reasons.

Risk during breastfeeding is the suspension of the work contract due to risk during breastfeeding a child under 9 months of age, if the worker is required to change her job or activity for another that is compatible with her condition and this is technically or objectively impossible or cannot be required for justifiable reasons.



REQUIREMENTS:

- Be affiliated to Social Security and currently inscribed or have a situation assimilated to inscription on the date the causal event occurred.
- The worker must be up to date with the payment of the contributions that they are directly responsible for.



DURATION:

In case of risk during pregnancy the leave will last up to the end of the pregnancy.

In case of risk during breastfeeding the leave will last a maximum of 9 months after the child is born.



FINANCIAL BENEFITS:

The economic benefit consists of a subsidy equivalent to 100% of the regulatory base corresponding to temporary disability benefit due to occupational illness and work-related accident.



EXAMPLE 6

Mary is worried because she is pregnant and she works in a laboratory which she feels is a risk for her health (biological risk). Is it possible that Mary will receive a benefit for risk during pregnancy?

Solution:

Yes it is. Mary can ask for a subsidy during the pregnancy meanwhile the risk exists.

G. UNEMPLOYMENT

Contribution unemployment benefit is a financial benefit granted to those workers who, being able and willing to work, lose their job or have their regular working hours temporarily reduced by at least a third, if their salary is also proportionately reduced.



REQUIREMENTS:

- Be affiliated to Social Security and currently inscribed or have a situation assimilated to inscription.
- Be legally unemployed.
- Confirm availability to actively seek employment and accept a suitable employment according to the characteristics of the worker.
- Have paid contributions for a minimum period of 360 days during the previous 6 years prior to becoming legally unemployed or from the date that the obligation to pay contributions ended.
- To have not reached the standard age of entitlement to a retirement pension.



DURATION:

The period of time the worker receives the benefit depends on the number of the worker's contribution days.

For instance:

The minimum is 4 months of unemployment benefit for 1 contributed year.

The maximum is 2 years of unemployment benefit for 6 or more contributed years.

CONTRIBUTED DAYS	UNEMPLOYMENT BENEFIT DAYS
From 360 to 539	120
From 540 to 719	180
From 720 to 899	240
From 900 to 1,079	300
From 1,080 to 1,259	360
From 1,260 to 1,439	420
From 1,440 to 1,619	480
From 1,620 to 1,799	540
From 1,800 to 1,979	600
From 1,980 to 2,195	660
2,160 onwards	720



FINANCIAL BENEFITS:

- 70% of the Regulatory Base for the first 180 days.
- 50% of the Regulatory Base for the rest of the benefit payment period.

REGULATORY BASE:

This is the average of the unemployment contribution basis for the last 180 working days, not counting payment for working overtime.

$$\text{RB monthly or daily} = \frac{\sum \text{PC contribution basis of the last 6 months} + \text{Overtime}}{6 \text{ months or } 180 \text{ days}}$$

PC: professional contingencies

There are benefit limits:

	LIMITS FOR UNEMPLOYMENT BENEFITS	
	MINIMUM	MAXIMUM
No children	80% (IPREM + 1/6 IPREM) (€497 in 2015)	175% (IPREM + 1/6 IPREM) (€1,087.20 in 2015)
1 child	107% (IPREM + 1/6 IPREM) (€664.75 in 2015)	200% (IPREM + 1/6 IPREM) (€1,242.52 in 2015)
2 or more children	107% (IPREM + 1/6 IPREM) (€664.75 in 2015)	225% (IPREM + 1/6 IPREM) (€1,397.84 in 2015)

There is a possibility for the worker of receiving all the amount of the unemployment benefit in one payment (with certain conditions and limits) in the following situations:

- For setting up a business.
- For joining a labour company or a cooperative society as a worker-partner.

EXAMPLE 7



John has been made redundant in his company. He has been working for the last 6 years: 1,437 days and didn't work overtime. The last 6 months' professional contingencies contribution basis is 12,000 euros. John has 2 children.

What is the unemployment benefit for John?

Solution:

1° 1,437 days are in the range from 1,260 up to 1,439 and this corresponds to 420 benefit days (1 year and 2 months).

2° The daily RB is: $\frac{12,000}{180 \text{ days}} = \text{€ } 66.67$ per day

3° The first 180 days (from the 1st to the 180th day) John will receive 70% of the daily regulatory base:
 $30 \text{ days} \times 66.67 \times 70\% = \text{€ } 1,400.07$ per month.

From the 181st day until the 420th day John will receive 50% of the daily regulatory base:
 $30 \text{ days} \times 66.67 \times 50\% = \text{€ } 1,000.05$ per month.

4° The maximum amount for unemployment benefit is 1,397.84 euros, so John will get this maximum for the first 180 days.

From the 181st day onwards he will get € 1,000.05 per month because it is between the maximum and the minimum.



5° There is a discount of 4.70% for paying the Social Security:

The monthly professional contingencies contribution base is 2,000 euros (12,000 / 6 months).

Discount: $4.70\% \times 2,000 = 94$ euros.

6° Net pay:

From the 1st day to the 180th day: $1,397.83 - 94 = \text{€ } 1,303.83$.

From the 181st day to the 420th day: $1,000.05 - 94 = \text{€ } 906.05$.

H. UNEMPLOYMENT SUBSIDY

This is an economic benefit provided for unemployed individuals who fulfill the following criteria:



REQUIREMENTS:

- You must be registered as a job seeker for one month and not have refused any suitable job offer, nor have refused to take part in promotion, training or re-training actions without just cause.
- You must not have income of any kind of more than 75% of the National Minimum Wage in force, calculated on a monthly basis, excluding the proportional part of extra monthly payments, that is $\text{€ } 486.45$ in 2015.



FINANCIAL BENEFITS:

The amount of the subsidy is 80% of the current Public Indicator of Multiple Income, that is $\text{€ } 426$ in 2015.



DURATION:

In general, the duration of the subsidy is six months, extendable to another 2 periods of the same length, up to a maximum of 18 months. In some circumstances the duration can be up to 30 months. For people over 55 years of age, this can last up to their retirement. In this case, the average family income (unemployed worker's, the spouse's and the income of those family members under 26 years of age living at home) is taken into account, not the personal income.

Since 2010 self-employed people have benefits in case they have stopped working, under certain circumstances.

I. RETIREMENT

It is an economic benefit consisting on a lifelong, single, imprescriptible pension granted to a worker when that worker reaches the age for fully or partially ending their working activity.



REQUIREMENTS:

Having reached the standard age, with exceptions.

From 01/01/2013, the age for claiming a retirement pension depends on the person's age and the contributions paid over their working life, so they are required to have reached:

- 67 years of age or
- 65 years of age and 38 years and 6 months' contributions paid.

The minimum contribution period is 15 years of which, at least 2, must have been included during the 15 years immediately prior to the causal event.



CALCULATION OF THE MONTHLY PENSION:

The pension amount is established by the regulatory base and the percentage applied to, which depends on the number of years of contributions.

For the year 2022, the regulatory base will be the quotient resulting from dividing the worker's common contribution bases of the 300 months (25 years) immediately preceding the month before the retirement, by 350. That is:

$$\text{RB monthly} = \frac{\sum \text{of the 300 months' common contribution bases}}{350}$$

The percentage applicable from 01-01-2013 varies depending on the number of years the individual has been making Social Security contributions.

The scale applied begins with 50% at 15 years, increasing from the sixteenth year by 0.19% for each additional contribution month up to the 248 month, and by 0.18% for those over the month 248. The percentage applicable to the regulatory base will never exceed 100% of the RB, except in cases where the person accesses their pension at a later age.

The normal **retirement age may be lowered** or **brought forward** for occupational groups or activities whose jobs are exceptionally arduous, dangerous, toxic or unhealthy and involve high mortality or morbidity rates (miners, railway workers, flight workers, disabled workers). It is required a minimum contribution period of 15 years.

There is also:

- **Early retirement** (due to a bankruptcy of the company or due to the worker's choice)
- **Flexible retirement** (to fit together retirement with a part-time job)
- **Partial retirement** (to fit together retirement with a relief contract)
- **Deferred retirement** (extended working life; the pension will be increased)

J. DEATH AND SURVIVORS

Death and survivors' benefits are set up to compensate for the financial hardship of certain people, caused by the death of others.

DEATH GRANT



REQUIREMENTS:

The deceased must be in one of the following situations at the time of death:

- Registered or in a situation similar to registered.
- A retirement pensioner or recipient of contributory permanent disability benefits



FINANCIAL BENEFITS:

46.50 euros.

WIDOWHOOD PENSION



REQUIREMENTS/ RECIPIENTS:

- The surviving spouse
- Legally separated or divorced persons, under certain circumstances.



PENSION AMOUNT:

52% of the regulatory base, generally, up to 70% under certain circumstances.

ORPHANHOOD PENSION



REQUIREMENTS:

- On the date of the originator's death, orphans must be:
People under 21 years of age or of legal age if disabled.
- In the cases of absolute orphanhood and orphans with a disability of 33% or higher:
When the orphan is not in paid employment or self-employed, or if the orphan is employed but the earnings obtained over a year are less than the current rate established for the National Minimum Wage set at each moment, also over a year, the age is extended to 25.



AMOUNT

20% of the regulatory base.

52% to the regulatory base if there is no beneficiary for the widowhood pension.

PENSION FOR FAMILY MEMBERS

This pension is for children, siblings, parents and grandparents of the originating contributor (up to second degree blood relationship).



REQUIREMENTS:

- To have lived with the originating contributor at his/her expense for 2 years prior to the death of that person
- Not to be entitled to a public pension.
- To lack the means of subsistence, due to having an income equal to or below the national minimum wage while having the obligation to provide family members with food.



AMOUNT:

20% to the regulatory base.

The regulatory base or base rate for the calculation of the benefits for Death and Survivors depends on the cause of death of the originating contributor or if he/she was retired.



EXERCISES

1 On the 14th December 2015 a worker started his labour relationship in a company as an administrative assistant with a work experience contract. The employer did not register the worker to the Social Security system on the basis that the worker was on a probationary period.

Was the action of the employer correct? Why?

2 A worker finished his labour relationship within the company on the 29th September 2015.

a. To whom has the employer to notify that the worker has finished their labour relationship and in what period of time?

3 A woman of 20 years of age, after been working in a company for 4 months (this is her first job), has given birth and asks for maternity leave.

a. Has she the right to receive the economic benefit? Why?

b. How much time will the maternity leave last?

c. If the common contingencies base is ² 1,100 (monthly salary) calculate the amount of the economic benefit of October and November.

4 A company takes on a new worker and this is his first job. What are the obligations that the employer must fulfill, related to the Social Security? When is the deadline to fulfill them?

5 A worker with a permanent and full time contract is on sick leave due to a common illness from the 8th May. He remains on sick leave for the rest of the month. The worker is included in the group of contribution 4. The common contingencies base of the previous month was 2 1,500.

Calculate the economic benefit that he will receive. Distinguish between the amount that corresponds to the employer and the INSS or the mutual insurance.

6 Calculate the economic benefit and the salary of a worker who had a work-related accident at work on the 5th September and was on sick leave until the 17th. The worker is included in group 4. The professional contingencies contribution base in August was 2 1,200 with 2 140 overtime included. The previous year overtime payment was 2 800.

7 On the 4th April a worker went into surgery and remained on sick leave (common illness) for the rest of the month. The worker is included in group 9 and the common contingencies contribution base in March was 2 1,175.

Calculate the economic benefit for the worker. Distinguish the difference between periods and the amounts of money paid by the employer and by the Social Security National Institute or the mutual insurance.

8 Charles has been made redundant in his company. He has been working for 3 years and a half (1,260 days). The last 6 months' professional contingencies contribution base is 2 9,870. Charles has no children.

What is the unemployment benefit for Charles?

unit
12

WORKERS' REPRESENTATIVES AND COLLECTIVE BARGAINING

1. FREEDOM OF ASSOCIATION
2. TRADE UNION
3. WORKERS' PARTICIPATION IN THE COMPANY
4. EMPLOYEES' REPRESENTATION
5. COLLECTIVE BARGAINING
6. COLLECTIVE LABOUR DISPUTES: STRIKE
7. LOCK OUT
8. THE RIGHT TO ASSEMBLE

VOCABULARY

ALLOWANCE Prestación, subsidio
ARBITRATION Arbitraje
ASSEMBLE Reunion, asamblea
TO BAN Prohibir, prohibición
BANNER Pancarta, cartel
TO BARGAIN To negotiate, to trade
BRANCH OFFICE Sucursal
CAMCORDER Videocámara
COLLECTIVE BARGAINING Negociación del convenio
CONTRADICTORY PROCEEDINGS Expediente contradictorio
TO DEEM Considerar, juzgar, estimar
DEMONSTRATION Manifestación
DENIAL Negación, rechazo
TO DENY Denegar, rechazar
DISPUTE Conflicto
DUE DATE Fecha de vencimiento
FEE Tarifa, honorario, pago
TO GATHER Juntar, reunir, recoger
GRIEVANCE Queja, reclamación
HEARING Audiencia
JOINT COMMITTEE Comité conjunto
LOCK OUT Cierre patronal
MATTER Asunto
PICKET LINES Piquetes
POLLING STATION Colegio electoral
PUBLIC PROSECUTOR Fiscal
TO PURSUE Perseguir
TO RELEASE Liberar
ROTATING STRIKE Huelga rotatoria
SCOPE Ambito
SECONDED TO A TRADE UNION Liberado sindical
SHAREHOLDER Accionista
STRIKE Huelga
TO SUE Demandar, poner pleito
TIME-CREDIT Horas de crédito
TRADE UNION Sindicato

UNION Sindical
UNION REPRESENTATIVE Delegado sindical
VOID Nulo
WAGE BRACKETS Escalas salariales
WORK-TO-RULE STRIKE Huelga de celo

1

FREEDOM OF ASSOCIATION

In the international labour movement, the freedom of association is the right of workers to organise and collectively bargain, and is primarily manifested through the right to join a trade union.

Freedom of association is recognised as a fundamental human right and for the group to take collective action to pursue the interests of members. The Spanish Constitution of 1978 recognises this fundamental right in article 28.

But it is not compulsory for a worker to be a member of any trade union.

2

TRADE UNION

This is an organisation whose membership consists of workers and union leaders, united to protect and promote their common interests.

Its organisation is democratic and the sources of financing are the affiliated fees and public allowances.

Not all workers can be members of a trade union.

WHO CAN BE A MEMBER OF A TRADE UNION?	WHO CANNOT?
<ul style="list-style-type: none">• Workers who work for others.• Unemployed people.• Retired and disabled people.• Self-employed with no employees.	<ul style="list-style-type: none">• Judges, magistrates and public prosecutors.• Members of the armed forces and civil guardians.

Trade unions are classified depending on the level of representation:

- **The most representative trade unions at a state level:** those with more than the 10% of the union representatives in the trade union elections at a state level.

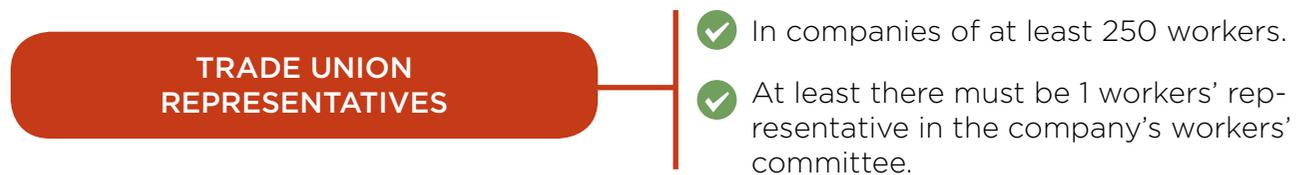
The most representative trade unions in Spain at a state level are CCOO and the UGT.

- **The most representative trade unions at an autonomous or regional level:** those with more than 15% of the union representatives in an autonomous community and with also 1,500 union representatives; for instance, ELA in the Basque Country.

- **The quasi-representative trade unions:** those with at least 10% of the delegates in a particular field -craft unión- (iron and steel industry, hospitality...); for instance the trade union ANPE for teachers, SATSE for nurses.

The most representative trade unions have more rights compared with the rest of trade unions. These take part in bargaining with the government and business associations and they are entitled to use public premises.

Trade unions take part in companies through union representatives (delegates) and labour union sections.



The union representatives are deemed non-voting members in the meetings of the company's workers' committee and they are entitled to be informed about serious or very serious misconduct of any of their trade workers' memberships.

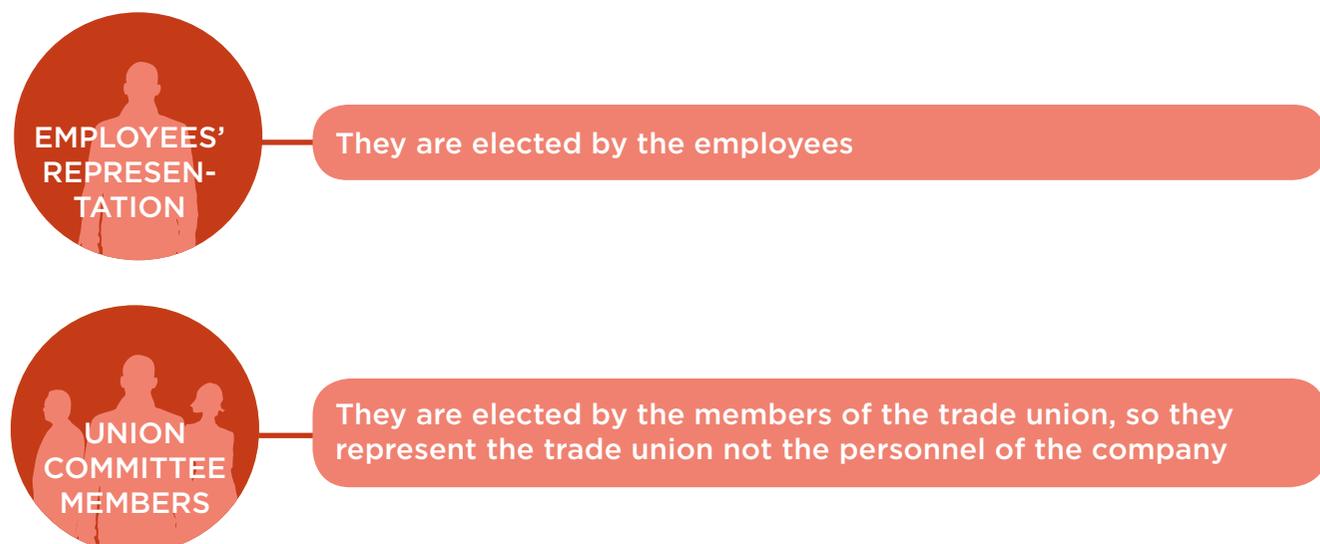


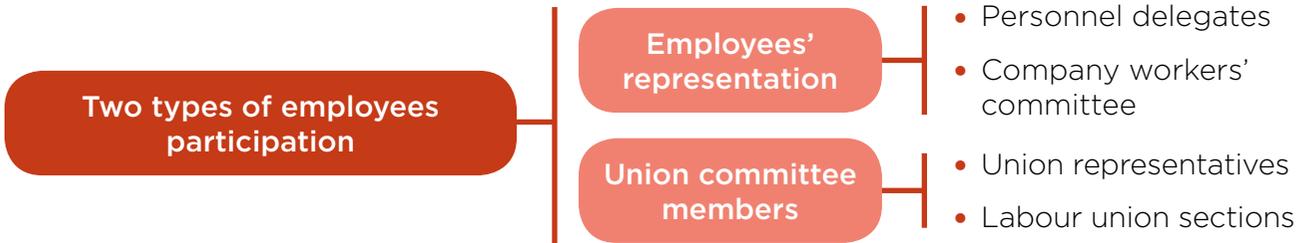
If the labour union section belongs to a most representative trade union it will be entitled to:

- Have a notice board in the workplace.
- Have a place for their activities, in companies with more than 250 workers.
- Take part in the collective bargaining in the company.

3 WORKERS' PARTICIPATION IN THE COMPANY

There are two ways for the workers to be represented in the company:



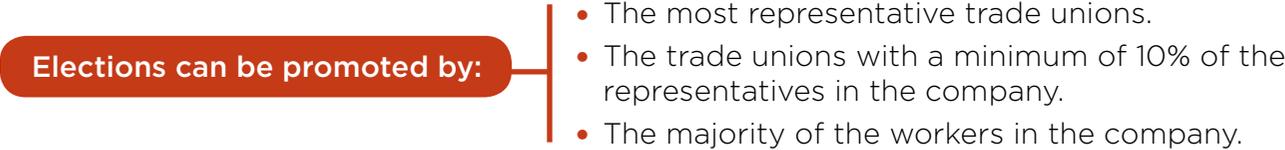


4 EMPLOYEES' REPRESENTATION

These are elected by the employees and they represent all the personnel of the company. The elections are held every 4 years.

For being a **candidate** the employee must be over 18 years of age and must have 6 months seniority within the company.

Employees with more than 16 years of age and with at least 1 month of seniority in the company **can vote**.



PERSONNEL DELEGATES

If the company has fewer than 50 workers, there will be from 1 to 3 personnel delegates elected. The list of candidates is open (each elector can vote any of the candidates on the list).

WORKERS' COMMITTEE

If the company has 50 or more workers there is a workers' committee. There are two polling stations, one for technicians and administrative assistants, and another one for other workers (operators, and skilled and non-skilled workers). Each section votes for its workers' representation. The list of candidates is a closed one (all the candidates on the list must be voted).

If a candidate has fewer than 5% of the total votes they will not have any representatives and their votes will be void.



NOTICE



Trade union representatives (delegados o enlaces sindicales) are not workers' representatives because they have not been elected by the workers; these only represent their trade unions. Actually there are not so many companies with more than 250 workers in Spain (0,1% of all companies in 2014, that is 3,822).

The number of personnel delegates depends on the number of the workers in the company:

PERSONNEL DELEGATES	
From 6 to 10 workers	1 delegate (this is voluntary and whenever the personnel of the company decides it)
From 11 to 30 workers	1 delegate
From 31 to 49 workers	3 delegates

The number of the members of the company workers' committee also depends on the number of the workers:

COMPANY WORKERS' COMMITTEE	
WORKERS	MEMBERS
From 50 to 100	5
From 101 to 250	9
From 251 to 500	13
From 501 to 750	17
From 751 to 1,000	21
From 1,000 onwards	2 more members for each 1,000 or a fraction of it (75 members as a maximum)



EXAMPLE 1

Javier is 35 years old and was hired as a chef in a restaurant 3 months ago. There are elections for workers' representatives in the company where he works. Can Javier vote and can he be a candidate?

Solution:

Javier can vote because he has been working in the company for more than one month. On the contrary, he cannot be a candidate as he has not been working in the company for at least 6 months.



EXAMPLE 2

Workers' representatives' elections are going to be held in 2 different companies. One of them with 50 and the other with 40 workers. What will be elected, personnel delegates or a workers' committee? Will there be a closed list or an open one? How many polling stations will there be?

Solution:

In the company with 50 workers there will be a workers' committee with 5 members, so there will be closed lists and 2 polling stations, one for technicians and administrative assistants, and another one for other workers (operators, and skilled and non-skilled workers).

In the company with 40 workers 3 personnel delegates will be elected. There will be an open list with the candidates in alphabetical order and one polling station.



EXAMPLE 3

Workers' representatives' assignment: A company has 1,000 workers; 150 of them are technicians and administrative assistants, and 850 are skilled and non-skilled workers. The number of workers' representatives that corresponds to this company is 21. How many workers' representatives will there be for the group of technicians and administrative assistants? And how many workers' representatives will there be for the group of skilled and non-skilled workers?

Solution:

For the group of technicians and administrative assistants:

$21 \times 150 \div 1,000 = 3.15$, so 3 workers' representatives

For the group of skilled and non-skilled workers:

$21 \times 850 \div 1,000 = 17.85$, so 18 workers' representatives

JOINT WORKERS' COMMITTEE :

This is created when the company has more than one branch office, with fewer than 50 workers each, in the same province or in adjacent or bordering provinces, but all together reaches at least 50 workers.

EXAMPLE 4



SMARCH, Ltd. has 3 branch offices in Bilbao; the 1st one with 30 workers, the 2nd one with 20 workers and the 3rd one with 8 workers. These 3 branch offices will join together in one polling station with 58 workers and will elect a joint committee.

INTER-BRANCH WORKERS' COMMITTEE:

According to the collective agreement, if there are several workers' committees, there will be the possibility to set up an inter-branch committee formed by the different workers' committees' representatives with a maximum of 13 members.

EUROPEAN WORKERS' COMMITTEE:

This can be promoted by the company's management or at least 100 workers who appertain to branch offices in different countries. Its purpose is to provide information and counselling.

WORKERS' REPRESENTATIVES' RIGHTS AND RESPONSIBILITIES

- **To receive information** from the company related to the economic and accounting situation, work accidents, work contracts made by the company, absence, change of personnel, penalisations for employees...
- **To be consulted** on dismissals, personnel reorganisation, transfers, working day cuts, suspensions of work contracts, etc.
- **To guard the observance** of the labour law in the company, health and safety at work, as well as suing in labour courts or to the Labour Inspection.

EXAMPLE 5



A hardware components manufacture company has set a new productivity control process using video cameras. Have the workers' representatives any rights in this matter?

Solution:

The workers' representatives will be informed about this and they will make a report about it, because this act affects the organisation and the control of work in the company.

PROTECTION FOR THE WORKERS' REPRESENTATIVES

- They cannot be fired or sanctioned for holding their position of workers' representatives. This protection will last one year after the worker finishes in their position. If the dismissal is unfair the workers' representative has the right to decide to continue or leave the company.
- If a workers' representative has been punished for a serious or a very serious misconduct, the worker has the right of a hearing (initiate contradictory proceedings).
- The workers' representatives have the right to express their ideas related to labour matters.
- The representatives of the employees may spend a number of hours during their working time to perform their union duties (free-time). According to the collective agreement the free-time hours can be accumulated so it may happen that the most voted workers' representatives are released from work to carry out their duties as workers' representative.

The number of hours of free-time depends on the number of workers in the company:

NUMBER OF WORKERS	HOURS PER MONTH
Fewer than 100	15
From 101 to 250	20
From 250 to 500	30
From 501 to 750	35
From 751 onwards	40

5

COLLECTIVE BARGAINING

Collective bargaining is a process of negotiations between employers and a group of employees aimed at reaching agreements to regulate working conditions.

The collective agreements reached by these negotiations usually set out wage brackets, working hours, training, health and safety, overtime, grievance mechanisms, and rights to participate in the workplace or company affairs.

The interests of the employees are commonly presented by representatives of a trade

union to which the employees belong (workers' representatives). The union may negotiate with a single employer (who is typically representing a company's shareholders) or may negotiate with a group of businesses to reach an industry wide agreement.

The parties often refer to the result of the negotiation as a **collective bargaining agreement (CBA)** or as a **collective employment agreement (CEA)**.

Negotiations between employers and unions (workers' representatives) take place at three levels: national, industry and company/organisation.

SCOPE OF APPLICATION

- **Personal application:** refers to the workers affected by the collective agreement. In general all the workers in the company are included in it but in some cases it refers to a specific professional category (e.g. pilots have their own collective agreement).
- **Territorial application:** refers to the territory where the collective agreement takes effect (state level, province level, autonomous community level, company level).
- **Temporal scope:** refers to the period of time the collective agreement will be in force. From 2012 with the Spanish Labour Reform if the parties do not reach an agreement, the collective agreement due date will be postponed only for 1 year. As a consequence, the collective agreement of a higher level will be in force, or the Workers' Statute as the last resort.

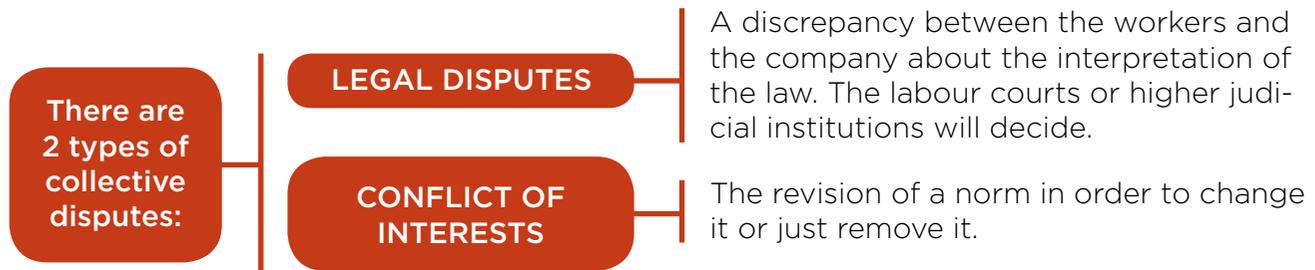
According to the Labour Reform of 2012:

- A collective agreement of a company/organisation has priority over higher level collective agreements, so better or worse work conditions can be established.
- Companies with technological, economic (2 quarters of a year or more with a drop in sales), production or organisational problems; (objective causes) can modify or change certain work conditions set out in the collective agreement. If there is no agreement with the workers' representatives, the collective agreement joint committee will decide and, ultimately, there will be a final decision made by an arbitrator (arbitration) in the National Consultative Commission.

6

COLLECTIVE LABOUR DISPUTES: STRIKE

During the labour relationship there can be disputes between workers and the company. There are **individual disputes:** one worker and the company (these have already been studied in previous units), and **collective disputes:** between a group of workers and the company.



Measures taken by the workers can be: strikes, demonstrations, meetings, voluntary confinement of the workers.

STRIKE



This is a fundamental right of the Spanish Constitution. To comply with the law the strike must be a **labour** strike, **direct**, **“no novatoria”** and **non-abusive** strikes.

LABOUR STRIKE

Political strikes are illegal. It is possible to go against the public authorities for economic, social and labour reasons. For example, the strike against the Iraq war was legal because of its economic, social and labour consequences.

DIRECT STRIKE

Solidarity strikes are banned. It is legal if the strike is to support other workmates in the company. For instance, on a temporary workers strike, civil servants can decide to go on strike to support them.

“NO NOVATORIA” STRIKE

This means that workers cannot go on strike to change work conditions that have been already reached in the collective agreement. On the other hand, it is possible to introduce new conditions in the collective agreement, whenever agreed work conditions are not modified. It is legal to go on strike if the company does not comply with the collective agreement.

NON-ABUSIVE STRIKE

Some abusive strikes are:

- **Rotating strike:** Workers do shifts in different departments in the company, so other workers cannot perform their tasks.
- **Strategic strike:** workers with strategic positions in the company stop working and there is a blockage in production.
- **Work-to-rule strike:** workers do their work scrupulously, deeply, carefully so the production process collapses. For instance, security officers thoroughly check people's belongings, therefore, the entrance collapses.
- **Strike Japanese style:** this is the overproduction by the workforce in the manufacturing industry, which brings a storage and logistics cost increase.

Procedure for going on strike:

1 ST CALL FOR THE STRIKE	2 ND STRIKE COMMITTEE	3 RD NOTIFICATION TO THE COMPANY AND TO THE LABOUR AUTHORITY
Made by the personal delegates, workers' committee, the majority of the workers of the company or the trade unions.	Tries to solve the conflict and guarantee security and surveillance for people and company's premises. Maximum: 12 members.	At least 5 days before the strike; 10 days if it affects social services.

During the strike:

- The employer cannot substitute workers on strike for other workers who do not belong to the company.
- The workers have the right not to go on strike and picket lines are forbidden except those for giving information to the workers.
- The strike committee must do its best to solve the conflict and to safeguard people and the company's premises.
- Provisions of minimum public services are established by the governmental authority.

Consequences of the strike:

Suspension of the work contract	<ul style="list-style-type: none"> • The worker is not paid. • For each day on strike the worker will have a discount on the working day salary, the proportional part of the extra monthly payments, the weekly rest and bank holidays.
Special situation within the Social Security	<ul style="list-style-type: none"> • There is no contribution to the Social Security, so the worker has neither benefit for temporary impairment nor unemployment benefit during the strike.

Annual holidays will not be reduced unless the strike is illegal.



EXAMPLE 6

A company's workers' committee has called for a strike and the procedure for this is as follows:

- The company and the labour authority have been given notice 7 days before the strike (the company does not provide a public service).
- The strike committee has 15 members.

Is this procedure correct? If not, why?

Solution:

It is correct:

- The workers' committee is entitled to call for a strike.
- The workers' committee has given notice of the strike to the company and the labour authority 7 days before (this must be at least 5 days before the strike).

It is incorrect:

- The strike committee has 15 members and the maximum is 12 members.

7

LOCK OUT

A lock out is a temporary work stoppage or denial of employment initiated by the management of a company during a labour dispute. This is different from a strike, in which employees refuse to work.

It is usually implemented by simply refusing to admit employees onto company premises.

The Spanish Labour Law states that only preventative lock out is allowed. This is a defensive lock out to prevent irreparable damages in the company. The company must give notice of the lock out to the labour authorities within 12 hours.

Lock out causes	<ul style="list-style-type: none"> • Risk of violence against people or serious damages to company's belongings. • Illegal occupation or risk of illegal occupation of the company's premises. • Work absences whenever these seriously impede on the work activity.
Consequence	<p>The work contract is suspended, which means:</p> <ul style="list-style-type: none"> • No salary is paid and there is no contribution to the Social Security. • The worker is in a special situation related to the Social Security inscription.



EXAMPLE 7

An employer sees that a group of workers on strike are carrying banners outside the premises. The employer is in fear of suffering serious damages because of the occupation of the workplace, so he makes the decision to lock up the business for 3 days. This situation implies that the workers have to leave the premises and they will receive no salary.

Is the employer's decision correct?

What are the consequences of the employer's decision?

Solution:

This is a workers' demonstration and does not necessarily mean they are going to enter the premises and cause serious damage.

If the employer decides to initiate a lock out, the labour authorities must be notified about it.

The consequences of the lock out are that the workers that have to leave the company premises will be paid because the lock out is illegal.

8

THE RIGHT TO ASSEMBLE

Workers have the right to assemble in the workplace, so the employer must provide a place for it. Workers can assemble out of the working timetable.

Assemble procedure:

- The personnel delegates or the workers' committee can make the call. The workers, if they are at least 33% of the personnel, can also make the call.
- The workers' representatives will lead the assembly. All the items must be on the agenda.
- The employer will be informed 48 hours before the assembly takes place.
- The agreements that affect all the personnel will be approved by at least more than half of the workers.

The employer can deny this right if:

- The period of time between the previous assembly and the new one is less than 2 months; with the exception of assemblies to give information about the collective agreement.
- Damages in previous assemblies are not been repaired.
- There is a lock out and there is a closure of the company.

EXERCISES

1 A new worker in a fabric company is informed that in the company all workers are affiliated to a certain trade union, and therefore the new worker must be also affiliated to that trade union. Is this a legal action?

2 Which of the following workers in the table below can be members of a trade union? Fill in the table below answering Yes or No.

Civil guardians	
A freelance taxi driver	
A hotel receptionist who has been working for 3 years	
An unemployed person	

3 Link the following concepts with its definitions:

CONCEPTS		DEFINITIONS	
1	Collective agreement	A	Workers' association
2	Freedom of labour association	B	Workers' representatives in the company
3	Trade union	C	Workers' representatives and employer's agreement
4	Company workers' committee	D	Right to be a member of a trade union

- 4** Look up the collective agreement on the internet which that corresponds to your industry and fill in the following table:

Personal scope of application	
Territorial scope of application	
Temporal scope	
Functional scope of application	

- 5** 2,000 people work in a machining manufacturing company. How many members do the workers' committee have?

- 6** Helen works in a company where elections for workers' representatives (company workers' committee) are going to be held. Helen is 17 years old and she has been working in the company for 1 year.

a. Could Helen be a candidate for being a workers' representative?

b. Can she vote in the elections for workers' representatives?

- 7** Members of the company workers' committee of a pharmaceutical industry ask the company's managers for information about the employment evolution in the company. The company's managers do not give them this information. Is this action correct? Why?

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unit
13

TEAMWORK

1. TEAMWORK AND GROUP
2. TEAM ADVANTAGES AND DISADVANTAGES
3. CHARACTERISTICS AND STAGES OF TEAM GROWTH OR TEAM DEVELOPMENT
4. BUILDING EFFECTIVE AND BALANCED TEAMS FOR SUCCESS
5. CONDITIONS FOR TEAMWORK EFFICIENCY
6. TEAMWORK COMMUNICATION
7. GROUP DYNAMICS

VOCABULARY

ACCOMPLISHMENT Logro
TO ADJOURN Suspendir, diferir, aplazar
ASSERTIVENESS Asertividad
BACKGROUND Ambiente
TO CARRY OUT Llevar a cabo, realizar
TO COMMITTEE Comprometerse
COMMITMENT Compromiso
COMPLIMENT Cumplido, halago
CRITERIA Criterios
CRITERION Criterio
CUE Pista, señal
TO DISBAND Disolverse, deshacerse
DRAWN Redactado, preparado
TO DRAW Extraer, obtener
ENQUIRY Pregunta, consulta
FEEDBACK Retroalimentación
FISHING GEAR Equipo de pesca
FREE-RIDING Parasitismo
FOGGY Brumoso, velado, neblinoso, vago
FOGGING TECHNIQUE Técnica de aserción negativa
FUZZY Vago, poco concreto
GOAL Objetivo
INEDIBLE Incomible, asqueroso
TO INHIBIT Inhibir, reprimir
TO ISOLATE Aislarse, separarse
JARGÓN Jerga, argot
OUTCOME Resultado
OWNERSHIP Pertenencia, posesión, propiedad
PITCH Tono
PRINCIPLED Basado en principios, integro
REGARD Reconocido
RESULTS-DRIVEN Orientada a resultados
SELF-ESTEEM Autoestima
TO SETTLE Arreglar, acordar
STANDARD Nivel
STATEMENT Declaración
SULK Enfurrñado, enojado, hosco
STUCK RECORD Disco rayado, atascado

SYNERGISTIC Sinérgico
TO STYMIE Obstaculizar, impedir
TO TACKLE Abordar, afrontar
TEAMWORK Equipo de trabajo
TIME-BOUND Delimitado en el tiempo
VAGUE Impreciso, vago

1

TEAMWORK AND GROUP

“Individually we are one drop, together we are an ocean”.

Teamwork is a joint action by a group of people with complementary skills, in which each person subordinates his or her individual interests and opinions to the unity and efficiency of the group. This does not mean that the individual is no longer important; however, it does mean that effective and efficient teamwork goes beyond individual accomplishments.

The most effective teamwork is produced when all the individuals involved harmonize their contributions and work towards a common goal.

Teams are one of the major forces behind revolutionary changes in contemporary organisations.

Nowadays companies ask for workers with teamwork skills. In many industries complex activities are carried out and it is important to know how to work as a member of a team.

One of the first things that we must recognise is the difference between an individual working as part of a group and an individual working as part of a team.

Below is a list of the differences that exist between these categories. After reading through the list, it should be clear what the difference is and which one would be ideal in the workplace.

GROUPS	TEAMS
Members work independently and they often are not working towards the same goal.	Members work interdependently and work towards both personal and team goals, and they understand these goals are accomplished best by mutual support.
Members focus mostly on themselves because they are not involved in the planning of their group’s objectives and goals.	Members feel a sense of ownership towards their role in the group because they committed themselves to goals they helped create.
Members are given their tasks or told what their duty/job is, and suggestions are rarely welcomed.	Members collaborate together and use their talent and experience to contribute to the success of the team’s objectives.
Members are very cautious about what they say and are afraid to ask questions. They may not fully understand what is taking place in their group.	Members base their success on trust and encourage all members to express their opinions , varying views, and questions.
Members do not trust each other’s motives because they do not fully understand the role each member plays in their group.	Members make a conscious effort to be honest, respectful, and listen to every person’s point of view.

GROUPS	TEAMS
Members may have a lot to contribute but are held back because of a closed relationship with each member.	Members are encouraged to offer their skills and knowledge , and in turn each member is able to contribute to the group's success.
Members are bothered by differing opinions or disagreements because they consider it a threat. There is no group support to help resolve problems.	Members see conflict as a part of human nature and they react to it by treating it as an opportunity to hear about new ideas and opinions. Everybody wants to resolve problems constructively.
Members may or may not participate in group decision-making, and conformity is valued more than positive results.	Members participate equally in decision-making, but each member understands that the leader might need to make the final decision if the team cannot come to a consensus agreement.

Synergy comes from the Greek word synergia, meaning joint work and cooperative action.

Synergy is the interaction of multiple elements in a team to produce an effect different from or greater than the sum of individual effects.

EXERCISE 1

Which of the following is a group or a team?

1. Your class at school
2. The passengers in a flight.
3. Members of a basketball team.
4. Workers in a restaurant.
5. Technicians in a computer engineering department.
6. Members of the council of ministers.

2

TEAM ADVANTAGES AND DISADVANTAGES

The advantages and disadvantages of teams also need to be considered before deciding to transition into teams.

TEAM ADVANTAGES	TEAM DISADVANTAGES
Team members have the opportunity to learn from each other. Improves people's skills.	Some individuals are not compatible with team work.
Opportunity provided for synergistic combinations of ideas and abilities.	Teams may be time-consuming due to needs for coordination and consensus.
A team is likely to get a job done quicker.	Conflict may develop between team members or other teams.
Communication and information exchange may be facilitated and increased	Teams can stymie creativity and inhibit good decision-making if "group think" becomes prevalent.
Teams' membership can provide social facilitation and support for difficult tasks and situations.	"Free-riding" within the team may occur.
Team members feel more confident.	
Better results are achieved.	
Team members' motivation increases.	

3

CHARACTERISTICS AND STAGES OF TEAM GROWTH OR TEAM DEVELOPMENT

STAGES OF TEAM GROWTH OR TEAM DEVELOPMENT.

It is important to know that teams do not just form and immediately start working together to accomplish great things. There are actually stages of team growth and teams must be given time to work through the stages and become effective.

Five stages of team development:

- 1. Forming:** team members get to know each other. They search for their position within the group and test the leader's guidance. Objectives are established.
- 2. Storming:** interpersonal conflicts begin to surface. Members often become impatient about the lack of progress, but are still inexperienced with working as a team. Members may argue about the actions they should take because they are faced with ideas that are unfamiliar to them and they put them outside their comfort zones. Much of their energy is focused on each other instead of achieving the goal.

Five stages of team development:

3. Norming: team members settle differences with establishment of order and cohesion. Members feel closer together and the conflicts are settled, or at least forgotten. The team is able to concentrate more on their work and start to make significant progress.

4. Performing: team members work well together. Members are open and trusting and many good ideas are produced because they are not afraid to offer ideas and suggestions. They are comfortable using decision making tools to evaluate the ideas, prioritize tasks and solve problems. Much is accomplished and team satisfaction and loyalty is highly regarded.

5. Adjourning / Ending: team disbands following completion of its task.

4

BUILDING EFFECTIVE AND BALANCED TEAMS FOR SUCCESS

There are different ways to build effective and balanced teams. One of the most famous theories is Belbin Team Roles.

BELBIN TEAM ROLES:

Dr Meridith Belbin developed the Belbin Team Roles Theory in the 1970s, based on how individuals perform in a team environment.

Dr Meridith Belbin undertook studies with groups to analyse how individuals behaved as a team.

Belbin observed that people in teams tend to assume different team roles, which is done rather autonomously and without active decision making. As a result, Belbin defined a team role as “a tendency to behave, contribute and interrelate with others in a particular way.”

Belbin Team Roles can be split into three different behaviours:

- Action oriented
- People Oriented
- Thought Oriented

Each function is associated with typical teamwork behaviour and interpersonal strengths and weaknesses.

				TEAM ROLE CONTRIBUTION	ALLOWABLE WEAKNESS
THINKING	PLANT (CEREBRO)	PL		Creative, imaginative, free-thinking. Generates ideas and solves problems.	Ignores incidentals. Too preoccupied to fully communicate.
	MONITOR EVALUATOR	ME		Sober, strategic and discerning. Sees all options and judges accurately.	Lacks drive and ability to inspire others. Can be overly critical.
	SPECIALIST	SP		Single-minded, self-starting, dedicated. Provides rare knowledge and skills.	Contributes only on a narrow front. Dwells on technicalities.

				TEAM ROLE CONTRIBUTION	ALLOWABLE WEAKNESS
ACTION	SHAPER (IMPULSOR)	SH		Challenging, dynamic, thrives on pressure. Has drive to overcome obstacles.	Prone to provocation. Offends people's feelings.
	IMPLEMENTER	IMP		Practical, reliable, efficient. Turns ideas into actions and organises tasks.	Somewhat inflexible. Slow to respond to new possibilities.
	COMPLETER FINISHER (FINALIZADOR)	CF		Painstaking, conscientious, anxious. Finds errors. Polishes and perfects	Inclined to worry unduly. Reluctant to delegate.

				TEAM ROLE CONTRIBUTION	ALLOWABLE WEAKNESS
PEOPLE	COORDINATOR	CO		Mature, confident, identifies talent. Clarifies goals. Delegates effectively.	Can be seen as manipulative. Offloads own share of the work.
	TEAM WORKER (COHESIONA-DOR)	TW		Co-operative, perceptive and diplomatic. Listens and averts friction.	Indecisive in crunch situations. Avoid confrontation.
	RESOURCE INVESTIGATOR	RI		Outgoing, enthusiastic, communicative. Explores opportunities, develops contacts.	Over-optimistic. Loses interest once initial enthusiasm expires.

5

CONDITIONS FOR TEAMWORK EFFICIENCY

The characteristics of effective teams are the following:

- 1 The team must have a **clear goal**. **SMART is the acronym used for defining the characteristics of goals for a teamwork to be effective: S** (specific), **M** (measurable), **A** (achievable), **R** (realistic), **T** (time-bound). Avoid fuzzy statements. Team goals should call for a specific performance objective, expressed so concisely that everyone knows when the objective has been met.
- 2 The team must have a **results-driven structure**. The team should be allowed to operate in a manner that produces results. It is often best to allow the team to develop the structure.
- 3 The team must have **competent team members**. The problem given to the team should be one that the members can tackle given their level of knowledge.
- 4 The team must have **unified commitment**. This doesn't mean that team members must agree on everything. It means that all individuals must be directing their efforts towards the goal. If an individual's efforts are going purely towards personal goals, then the team will confront this and resolve the problem.
- 5 The team must have a **collaborative climate**. It is a climate of trust produced by **honest, open, consistent and respectful behaviour**. With this climate teams perform well... without it, they fail.

- 6 The team must have **high standards that are understood by all**. Team members must know what is expected of them individually and collectively. Vague statements such as “positive attitude” and “demonstrated effort” are not good enough.
- 7 The team must receive **external support and encouragement**. Encouragement and praise works just as well in motivating teams as it does with individuals.
- 8 The team must have **principled leadership**. Teams usually need someone to lead the effort. Team members must know that the team leader has the position because they have good leadership skills and are working for the good of the team. The team members will be less supportive if they feel that the team leader is putting him/herself above the team, achieving personal recognition or otherwise benefiting from the position.

HOW DOES TEAM BUILDING IMPROVE TEAM PERFORMANCE?

Cohesiveness is the degree to which members are attached and motivated to remain part of the team.

High team cohesiveness occurs when:

- Members are similar in age, attitudes, needs and backgrounds.
- Group size is small.
- Members respect each other’s competencies.
- Members agree on common goals.
- Members work on interdependent tasks.
- Groups are physically isolated from others.
- Groups experience performance success or crisis.

Companies ask for workers with flexibility and the readiness to adapt to changing conditions.

6

TEAMWORK COMMUNICATION

Being able to communicate effectively is the most important of all life skills.

Communication is simply the act of transferring information from one place to another.

We may, at times, try not to communicate; but not communicating is not an option. In fact the harder we try not to communicate, the more we do! By not communicating we are communicating something: perhaps that we are shy, perhaps that we are angry or sulking, perhaps that we are too busy. Ignoring somebody is communicating with them, we may not tell them we are ignoring them but through non-verbal communication we hope to make that apparent.

The different categories of communication are:

- **Spoken or verbal communication:** face-to-face, telephone, radio or television and other media.
- **Non-verbal communication:** facial expressions, the tone and pitch of the voice, gestures displayed through body language or body movements (kinesics) and the physical distance between the communicators (proxemics). These non-verbal signs can give clues and additional information and meaning over and above spoken (verbal) communication.
- **Written Communication:** letters, e-mails, books, magazines, the Internet or via other media.
- **Visualisations:** graphs, charts, maps, logos and other visualizations can communicate messages.

There are many reasons why interpersonal communications may fail. In many communications, the **message** (what is said) may not be received by the **receiver** exactly the way the **sender** intended. It is, therefore, important that the communicator seeks **feedback** to check that their message is clearly understood.

BARRIERS TO EFFECTIVE COMMUNICATION

- The use of jargon. Over-complicated, unfamiliar and/or technical terms.
- Emotional barriers and taboos. Some people may find it difficult to express their emotions and some topics may be completely 'off-limits' or taboo.
- Lack of attention, interest, distractions, or irrelevance to the receiver.
- Differences in perception and viewpoint.
- Physical disabilities such as hearing problems or speech difficulties.
- Physical barriers to non-verbal communication. Not being able to see the non-verbal cues, gestures, posture and general body language can make communication less effective.
- Language differences and the difficulty in understanding unfamiliar accents.
- Expectations and prejudices which may lead to false assumptions or stereotyping. People often hear what they expect to hear rather than what is actually said and jump to incorrect conclusions.
- Cultural differences. The norms of social interaction vary greatly in different cultures, as do the way in which emotions are expressed. For example, the concept of personal space varies between cultures and between different social settings.

A skilled communicator must be aware of these barriers and try to reduce their impact by continually checking understanding and by offering appropriate feedback..



ASSERTIVENESS - TIPS & TECHNIQUES



Assertiveness means standing up for your personal rights - expressing thoughts, feelings and beliefs in direct, honest and appropriate ways.

It is important to note also that:

By being assertive we should always respect the thoughts, feelings and beliefs of other people.

Non-assertiveness may be seen as the use of inefficient communication skills, whereas assertiveness is considered a balanced response, being neither passive nor aggressive.

Being assertive can help us to feel better about ourselves - improving self-esteem and personal confidence.

Sometimes the way we react and respond to others can make us feel inadequate, guilty or regretful. These may be signs of **passive behaviour**. We may also feel angry and critical of others during conversations - this may be a sign of more **aggressive behaviour**.

General techniques of assertiveness

Two key techniques that can aid assertiveness are known as “Fogging” and the “Stuck Record” technique. There are other techniques, like “Positive and negative enquiry”.

TECHNIQUE	DEFINITION	EXAMPLE
The stuck record technique	<p>The stuck record technique employs the key assertive skill of ‘calm persistence’.</p> <p>It involves repeating what you want, time and time again, without raising the tone of your voice, becoming angry, irritated, or involved in side issues.</p> <p>Continually repeating a request will ensure the discussion does not become side-tracked and involved in irrelevant arguments. The key is to stay calm, be very clear in what you want, stick to the point and not give up. Accept a compromise only if you are happy with the outcome.</p>	<p>Imagine that you are returning something that is faulty to a store. The conversation may go as follows.</p> <p><i>“I bought these shoes last week and the heels have fallen off. I would like a refund please.”</i></p> <p><i>“It looks like they’ve been worn a lot and these shoes were only designed for occasional wear.”</i></p> <p>Stuck Record technique response: <i>“I have only had them a week and they are faulty. I would like a refund please.”</i></p> <p><i>“You cannot expect me to give you your money back after you’ve worn them out.”</i></p> <p>Stuck Record technique response: <i>“The heels have fallen off after only a week and I would like a refund please.”</i></p>

TECHNIQUE	DEFINITION	EXAMPLE
<p>Fogging</p>	<p>Fogging is a useful technique if people are behaving in a manipulative or aggressive way.</p> <p>Rather than arguing back, fogging aims to give a minimal, calm response using terms that are placating but not defensive, while at the same time not agreeing to meet demands.</p>	<p><i>“What time do you call this? You’re nearly half an hour late, I’m fed up with you letting me down all the time.”</i></p> <p>Fogging response:</p> <p><i>“Yes, I am later than I hoped to be and I can see this has annoyed you.”</i></p> <p><i>“Annoyed? Of course I’m annoyed, this has left me waiting for ages. You really should try to think about other people a bit more.”</i></p> <p>Fogging response:</p> <p><i>“Yes, I was concerned that you would be left waiting for almost half an hour.”</i></p> <p><i>“Well... why were you late?”</i></p>
<p>Positive Enquiry</p>	<p>Positive enquiry is a simple technique for handling positive comments such as praise and compliments.</p> <p>People often struggle with responding to praise and compliments, especially those with lower self-esteem as they may feel inadequate or that the positive comments are not justified.</p> <p>It is important to give positive feedback to others when appropriate but also to react appropriately to positive feedback that you receive.</p> <p>Positive enquiry is used to find out more details about the enquiry or praise given, and agree with it.</p>	<p>Sender:</p> <p><i>“You made an excellent meal tonight, it was delicious!”</i></p> <p>Receiver:</p> <p><i>“Thanks. Yes, it was good. What did you like about it in particular?”</i></p> <p>This is different from a passive response that may have been:</p> <p><i>“It was no effort” or “It was just a standard recipe”</i></p>

TECHNIQUE	DEFINITION	EXAMPLE
Negative Enquiry	<p>The opposite of positive enquiry is negative enquiry. Negative enquiry is a way to respond to more negative exchanges such as receiving criticism.</p> <p>Dealing with criticism can be difficult. Remember that any criticism received is just somebody's opinion.</p> <p>Negative enquiry is used to find out more about critical comments and is a good alternative to more aggressive or angry responses to criticism.</p>	<p>Sender: <i>"That meal was practically inedible, I can't remember the last time I ate something so awful"</i></p> <p>Receiver: <i>"It wasn't the best, exactly what didn't you like about it?"</i></p> <p>This is different from an aggressive response that may have been: <i>"How dare you, I spent all afternoon preparing that meal" or "Well that's the last time I cook for you"</i></p>

Learn to think about your responses and how you behave when you communicate with others.

By using techniques designed to make you more assertive you will find that your communication and other interpersonal interactions are generally more positive.

7 GROUP DYNAMICS

Group dynamics is a psychological term referring to the study of groups.

Group dynamics is the term used to refer to the interactions that influence the attitudes and behaviour of people when they are grouped with others.

TECHNIQUE	GROUP SIZE	CHARACTERISTICS	OBJECTIVE
Role play	Small	People are presented with a real or an artificial environment. They are exposed with some kind of case or situation and they need to perform their roles given to them.	<p>To understand how to handle a particular situation.</p> <p>To understand issues better and to make decisions.</p> <p>To anticipate the reaction of the other party.</p>

TECHNIQUE	GROUP SIZE	CHARACTERISTICS	OBJECTIVE
Philips 66	Medium and large	A large group is divided into subgroups of 6 people for 6 minutes to discuss an issue and come to a conclusion. All subgroups make a report and then the overall conclusion is drawn.	To develop and exchange information through effective time management.
Brainstorming	Small	Participants are encouraged to provide wild and unexpected answers. Ideas receive no criticism or discussion. The group simply provides ideas that might lead to a solution and apply no analytical judgement.	For generating ideas.
Case study	Small	A descriptive, exploratory or explanatory analysis of a situation by the participants.	For seeking solutions to an event or real situation.



EXAMPLE 1

The management of a company decides to train commercial agents to deal with customers especially with regards to claims and complaints. What group dynamics technique do you think is appropriate to achieve this goal?

Solution:

The most appropriate technique is role play because it allows the participants to simulate situations that may occur in their working lives, so that they can assume the role they may have to deal with and learn from it.

EXERCISES

- 1** Twelve friends were on holiday in a boat in the middle of the Pacific ocean. Suddenly, a fire started in the engine room and the fire spread rapidly through the boat. The boat began to sink. The maritime rescue service was notified. Everybody evacuated the boat and got into a lifeboat. They reached a lonely island. They did not know where they were.

They took with them the items listed below:

RESCUED ITEMS	SCORE				
	Indiv. (I)	Group (G)	Expert (E)	I - E	G - E
A sextant					
A small mirror					
A large drum with 20 litres of water					
A mosquito net					
A box with food for 15 people that will last approximately 20 days					
Pacific ocean maps					

RESCUED ITEMS	SCORE				
	Indiv. (I)	Group (G)	Expert (E)	I - E	G - E
A radio transmitter receiver					
Shark repellent					
2 square meter of opaque plastic					
2 litres of rum					
5 metres of nylon rope					
2 boxes of chocolate					
Fishing gear					
An 8 litre diesel oil can					
Total sum					

Taking into account this situation:

1st Individually prioritize the objects from 1 to 14 according to the most important item, starting at one and least important at fourteen.

2nd In **groups** do the same as before to try to reach a consensus.

3rd The correct answer for the expert opinion will be given.

4th Check and assess individual and group results.

Assessment (MOTOROLA):

What was done right?

What was done badly or what was wrong?

What did I learn?

What am I going to put into practice and improve on?

2 What is the complementary relationship in teamwork?

3 How should the communication be in teamwork?

4 What should a person assume when they are part of a team?

5 In the Spanish rally final there has been 8 cars chosen for the competition. All of them are from different brands and colours.

Fill in the gaps of the table below taking into account the following information:

The Fiat car is in between the red car and the grey car. The grey car is on the right of the Mercedes-Benz car. The Seat car is the second one on the right from the Fiat and the first on the left from the blue car. The Renault has no car on its left side and is near the black car. The black car is in between the Renault and the yellow car. The Volvo has no car on its right side and is located on the right side of the green car. The Peugeot is located on the left side of the green car. The Mercedes-Benz is the second car on the left of the cream coloured car and the second on the right from the brown car. The Jaguar is the second car on the right side from the Honda.

CAR	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
BRAND								
COLOUR								

Get in groups of 4 and place the cars in order according to the information provided. At the same time some other students must do the same activity individually.

Eventually, there will be an assessment of the results comparing the group and the individuals. Which were more successful?

6 Explain in your own words what the meaning is of assertiveness and self-control.

7 The management of the car company Seat in Martorell has decided to start an ERE process by dismissing 30 workers or by reducing 4% of the salary and extending the working time.

Represent this situation using a role play. Three students will be the management of the company and the rest will exemplify the workers, the workers' family members and the trade union representatives.

After the performance the students will explain their feelings and altogether will reach conclusions about this situation.

A large, stylized graphic consisting of a thick red ring. Inside the ring, the word "unit" is written in a lowercase, sans-serif font, and the number "14" is written in a large, bold, sans-serif font below it. The background of the entire page is a vibrant red with abstract, overlapping circular and curved shapes in various shades of red and pink, creating a dynamic and modern aesthetic.

unit
14

WORK RELATED CONFLICT

- 1. CONFLICT**
- 2. SOURCES OF CONFLICT**
- 3. PROCESS OF CONFLICT RESOLUTIONS**
- 4. FIVE APPROACHES TO CONFLICT RESOLUTION**
- 5. STEPS IN NEGOTIATION PROCESS**
- 6. CONFLICT RESOLUTION TIPS**
- 7. ALTERNATIVE CONFLICT RESOLUTION METHODS**

VOCABULARY

TO ACKNOWLEDGE Reconocer, aceptar, admitir	TO SIEVE Cribar
TO ADDRESS Abordar, dirigirse	TO SOFT-SOAP Lisonjear, dar coba, engatusar
TO AMBUSH Emboscar	STAKEHOLDER Accionista
AMEND Modificado, alterado	TO SUIT Adaptar
AT HAND A tratar	SUPPLIER Proveedor, suministrador
AWARENESS Conciencia, conocimiento	TIME-OUT Tiempo muerto, descanso, pausa
BARGAINING Negociación	THREAT Amenaza, peligro
BINDING Obligatorio	UNDERGROUND Oculto
BREAKDOWN Ruptura	UNDERLYING Subyacente, oculta
BRIEFING Sesión informativa, instrucciones	WEASEL Escabullirse, evitar, eludir
BULK Grueso	TO WORK ON Esforzarse en, trabajar en
TO CLASH Desentonar, chocar, discrepar	WORKED OUT Deducido, calculado
TO CUT OFF Cortar, desconectar, interrumpir	
TO DEEM Considerar, estimar	
DEROGATORY Despectivo, despreciativo, peyorativo	
TO DRIVE Conducir, llevar a	
DOWNWARD Descendente	
ENABLE Posibilita, permite	
TO ENHANCE Mejorar, aumentar	
TO EVOLVE Desarrollarse, evolucionar	
FASHION Manera	
HALLMARK Marca, sello, distintivo	
TO HANDLE Manejar, apañarse	
HEAD-ON De frente, sin ambages	
INTERIM Provisional, temporal	
ISSUE Problema, asunto	
LAID OUT Especificado	
OUTCOME Resultado	
PEER Colega	
TO QUERY Inquirir, preguntar, indagar	
RAGE Rabia, ira, furia	
TO RESORT Recurrir	
TO RESUME Reanudar, continuar, seguir	
TO RUN RIOT Descontrolarse, desbocarse	
SCARCE Escaso, poco	
TO SEEK Buscar	
SETTLE Fijado, resuelto	
SETTLEMENT Acuerdo	

1

CONFLICT

Conflict is part of human nature. It can be defined as a sharp disagreement or opposition of interests or ideas.

Conflict is normal and natural in any workplace, and conflicts can arise between co-workers, supervisors and subordinates or between employees and external stakeholders, customers, suppliers....

SYMPTOMS OF CONFLICT

Before conflict develops people may simply feel unhappy about colleagues or issues that are troubling them. You might notice the following symptoms:

- **motivation drops:** fewer people volunteer to take on new tasks and there is little employee input at team meetings or briefings.
- **behaviour changes:** people start to make derogatory remarks towards each other and there are fewer social events organised.
- **productivity falls:** there are likely to be more queries and complaints if people are not cooperating with each other.
- **sickness absence increases:** unhappiness may lead to depression or stress.
- responses to staff attitude surveys or questionnaires indicate underlying **dissatisfaction.**

It has been estimated that managers spend at least 25 percent of their time resolving workplace conflicts.

However unpleasant work-related conflicts can be, no person or company should ignore them.

Not all work-related conflicts have a bad ending; some in fact have led to positive outcomes and improvements in the workplace. In order to turn around a conflict into something good for the worker and organisation, **conflicts must be worked out, discussed, and settled in a timely manner.**

Handling and resolving conflicts that arise in the workplace is one of the biggest challenges managers and employees face. By learning to constructively resolve a conflict, we can turn a potentially destructive situation into an opportunity for creativity and enhanced performance.

2

SOURCES OF CONFLICT

There are many causes or reasons for conflict in any work setting. **Some** of the primary causes are:

- **Poor Communication:** different communication styles can lead to misunderstandings between employees or between employee and manager. Lack of communication drives conflict 'underground'.

- **Different Values:** any workplace is made up of individuals who see the world differently. Conflict occurs when there is a lack of acceptance and understanding of these differences.
- **Differing Interests:** conflict occurs when individual workers ‘fight’ for their personal goals, ignoring organisational goals and organisational well-being.
- **Scarce Resources:** too often, employees feel they have to compete for available resources in order to do their job. In a resource scarce environment, this causes conflicts despite awareness of how scarce resources may be.
- **Personality Clashes:** all work environments are made up of differing personalities. Unless colleagues understand and accept each other’s approach to work and problem-solving, conflict will occur.
- **Poor Performance:** when one or more individuals within a work unit are not performing - not working up to potential - and this is not addressed, conflict is inevitable.
- **Disagreement about procedures, policies or operating rules.**

EXAMPLE 1



Classify the different causes of the following conflicts:

- | | |
|---|---|
| <ul style="list-style-type: none"> • An employee thinks he is doing a lot of work and his workmate does not.
Poor performance • The company’s management decides to extend working hours because of the economic crisis and workers, as a compensation, ask for an increase of salary.
Differing interests • A member of a group does not share their skills and knowledge with the others. Cooperation value differs between the members of the working group.
Different values • To work in a department with scarce resources and lack of personnel.
Scarce resources • Two mechanics have a different opinion about the way a machine should be repaired.
Disagreement about procedures, policies or operating rules. | <ul style="list-style-type: none"> • The members of the team decide to share the workload, however one of the members does not commit to the work.
Poor performance • Two workers quarrel because they both want to go for the supervisors’ position.
Differing interests • There are rumours within the company because there is no structural communication.
Poor communication |
|---|---|



EXAMPLE 2

HOW TO HANDLE PERSONALITY CLASHES

There are two types of stories you can tell yourself.

One story puts a figurative halo over your head, and enables you to justify to yourself why you have behaved poorly, and makes you look the innocent/injured party.

The second type of story is the one you tell yourself, about others. This story causes you to place figurative devil horns on the heads of others, and has you labelling them in a negative fashion, placing you in a downward spiral of ill feeling and bad temper towards them.

A few examples:

SITUATION/SCENARIO	STORY YOU TELL
Someone lets you down and it's not the first time	They are irresponsible and unreliable
You let someone down and it's not the first time	It's because you've been overworked recently
Someone cuts you off while driving	They are rude, aggressive, and inconsiderate
You cut someone off while you are driving	It's because you are in a hurry, and if you don't catch these lights you'll miss your doctor's appointment
One of your peers (whom you don't like) buys the boss a birthday card	It's because they are soft-soaping the boss and trying to weasel their way in for a promotion
You buy your boss a birthday card	It's because you are warm and caring
Someone flies into a rage at the post office clerk	They are bad-tempered
You fly into a rage at the post office clerk	It's because you're tired, and this is the 3rd time you've been here, trying to resolve the problem, and the post office keeps making the same mistake... which is costing you money

Sometimes your stories are accurate, but more often than not, they are either inaccurate, or incomplete, or just completely wrong.

The truth is often somewhere in between the story you've told yourself, about why the other person is acting 'that' way, and the actual facts.

Identifying your story is important for three reasons:

- You open yourself up to the possibility of holding a healthy discussion... rather than ambushing the other person with your emotions.
- You begin to sieve fact from story.
- It ensures you don't over-react to a situation.

EXERCISE 1

TO SIEVE STORY FROM FACT



Think of a conflict you have with someone at the moment. On a piece of paper, in the left hand column, write down all the stories you are telling yourself about the person: all the feelings, thoughts, judgments, labels, conclusions that are running through your head.

On the right hand column write down all the facts. These are observable, objective, specific actions and information.

To differentiate between **fact and story** - keep this example in mind - 'The sky is blue', is a fact. 'The sky is a beautiful colour', is a story!

Next, write down how your reactions, or actions (or inactions), that might have contributed to the situation.

As you look at your list, you may find that the story you have been telling yourself, is not fully supported by all the facts. That you have made many assumptions and interpretations, about what the other person's behavior MIGHT mean!

Have you ever heard the saying, "We judge others by their actions, but ourselves by our intentions"? You don't truly know what the other person's intentions are, without asking.

This exercise is not designed to stop you from talking with the other person about the problems you are having with him or her. Its purpose is to help you wash down any over-heated emotions you may have running riot through your body, and help you to become a bit more objective about the situation. Then, you will be more likely to hold the conversation, with less accusation and more curiosity.

3

PROCESS OF CONFLICT RESOLUTIONS

- 1 **To identify the conflict.** To become aware of the problem.
Is there a problem? What is the problem?

- 2 What are the **reasons** for the problem? What are the **objectives** of the parties that are involved in the conflict?
- 3 To **look for solutions** to resolve the conflict, different alternatives and see the pros and cons of each of them.
- 4 To **choose the best solution** and follow the procedure(s). To make an assessment of the decision and the procedure. Changes may be needed.

4

FIVE APPROACHES TO CONFLICT RESOLUTION

There are five major responsive approaches to managing conflicts. There is no right or wrong conflict resolution style, and each participant is capable of choosing the approach she/he deems most appropriate in any given conflict situation. In the workplace, a manager should understand each of these approaches to help parties resolve conflicts that arise on the job.

ACCOMMODATING

The accommodating approach emphasises cooperation instead of assertiveness. A person places their interests last and allows the other party to further their interests. The accommodating approach often occurs when a party is not significantly invested in securing a victory, because this does not perceive the alternative option as a significant threat.

AVOIDING

'Hiding our head in the sand' .Avoiding conflict involves one of the conflicted parties avoiding communication or confronting the problem, hoping it will go away. By not participating in the problem-solving process, the party is effectively removing itself from it. When employing this approach, the conflict might go away if the other party does not press for a resolution. The underlying differences between the parties are never resolved.

Conflict Resolution Intervention Strategies

COLLABORATING

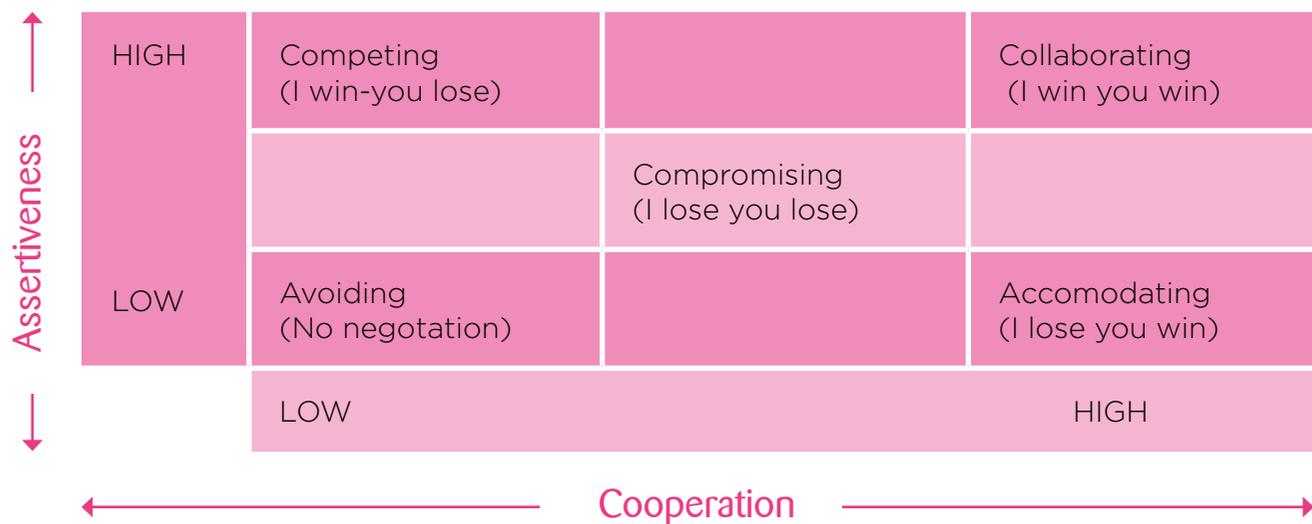
The collaboration style involves parties working together to resolve issues, and both sides come to the table with win-win attitudes.

COMPROMISING

Bargaining is the hallmark of the compromise approach to conflict resolution. The conflicting parties can identify some interests they are willing to compromise on to bring about a resolution. While the emotional level might still be high, the compromise style sometimes results in interim solutions when a full resolution is not immediately possible. Parties might reach a settlement to prevent further escalation of the conflict.

COMPETING

The competing style to conflict resolution entails the party placing his desires above those of all others involved in the conflict. Assertiveness is the hallmark of this approach, and those employing this style of negotiation aim to address the conflict head-on. It might involve high levels of emotions as the parties establish positions in what can sometimes evolve into hostile communications.



It is generally believed that either **collaborating** or **compromising** are the most productive forms of addressing conflict because there is not a winner or loser but rather a working together for the best possible solution.

5

STEPS IN NEGOTIATION PROCESS

The **negotiation** process is a complex series of actions that seeks to provide a mutually agreeable outcome to two dissenting parties. **Its aim is to reach a mutual agreement.** Formal negotiations may take place with the assistance of a trained mediator who serves as an impartial third party in navigating the issues at hand. For a professional negotiator, the process may follow a series of definitive steps.

1 1st STEP

The first step in any negotiation process involves **understanding the issue at hand**. This step often takes place before the two parties enter into formal talks. Each side must come into the negotiations with a clear idea of what the conflict is and what they want to gain from the proceedings.

2 2nd STEP

Once in negotiations, the next step is for each side to **present their case**. This involves explaining what the individual's goal is, what each party wants to gain, and what is willing to offer up in return. Both sides must listen to each other for the negotiations to proceed successfully. If a mediator is present, he will take careful note of these proceedings in order to offer up creative solutions that may work for both parties.

3 3rd STEP

The bulk of the negotiation process is a **continuous back and forth of ideas, options, and even arguments between the two sides**. The first solution offered up is rarely the final choice. This part of the process varies greatly depending on the type of negotiations taking place. If a negotiator is involved, he/she will direct this stage of the process by offering various solutions and continuously working with both parties to find a mutually acceptable agreement.

This step of the negotiation process, where the dissenting parties take time to explore various solutions, may take place over several sessions.

4 4rd STEP

Once the process of finding a **solution** is completed, negotiations enter into the final steps of the process. The **agreement is clearly laid out for both parties**, often with a written contract. This document is reviewed thoroughly and amended as needed until it meets the satisfaction of all involved. Once the contract has been accepted and signed by both parties, the steps laid out within must be completed.

6

CONFLICT RESOLUTION TIPS

Arriving at a positive resolution of conflict is always the ultimate goal. In resolving conflict, it is important to make sure you do the following:

- **Clearly articulate the causes of the conflict** by openly acknowledging there will be differing perceptions of the problem(s).
- Make a clear statement of **why you want the conflict resolved and reasons to work on conflict**.
- **Communication** of how you want the conflict resolved.

- **Address the issues face-to-face** (notes, email correspondence, memos are not a productive way to resolve differences).
- **Stick to the issues.** In trying to resolve conflict, it is tempting to resort to name calling or bring up issues from the past. It is important to address specific behaviors and situations if change is to take place.
- **Take time out if necessary.** In the resolution of a conflict, our emotions may interfere with arriving at a productive resolution. If this transpires, take a time-out and resume resolving the conflict at another designated time.

7

ALTERNATIVE CONFLICT RESOLUTION METHODS

CONCILIATION

Conciliation involves an independent, impartial person **helping two or more people in a dispute to resolve the difference between them**. Conciliation can save time, money and stress and promote a quick solution which suits the employer and employee and may help them avoid a permanent breakdown in their relationship.

MEDIATION

Mediation is the most common form of conflict resolution. It involves an independent, impartial person **helping two individuals or groups reach a solution** that is acceptable to everyone. Mediation is not prescriptive. It helps the parties involved to make progress in resolving their differences. It does not make judgments or determine outcomes.

ARBITRATION

You could agree for your dispute to be **settled by an independent person** who examines everyone's point of view and issues in a **binding decision**. This is known as arbitration.

If an employee believes they have been unfairly dismissed, or that they have a complaint about the flexible working regulations, the complaint can be heard by an independent arbitrator, if that is what both sides want.

EXERCISE 2

Are you a good negotiator? (30 minutes)

<http://testyourself.psychtests.com/testid/3095>



EXERCISES

1 Explain the following statement:
“Conflicts in companies can be positive”

2 Which step of the process of conflict resolution corresponds to the following situation?

Last year sales decreased by 35% in the company. The financial department supervisors think that if the economic situation does not change there will be serious consequences for the workers of the company in the future. The general management has been informed about the situation and he has not made a decision yet.

3 Research or look up information about conflicts in companies on the internet or in newspapers. Are the parties trying to resolve the conflict? In which step of the negotiation process are they in?

4 Are the following statements right or wrong? Why?

a. The technical resources in the company are the main causes of conflicts at work.

b. Destructive conflicts always generate new ideas.

c. Dialogue and bargaining are instruments to resolve conflicts in a non-violent way.

- 5** Match on the table below the situation with the corresponding phase in a negotiation process.

SITUATION IN HAND		PHASE	
a	To analyse possible solutions of a conflict.	1	Approach to the conflict.
b	The agreement is reviewed thoroughly and amended as needed until it meets the satisfaction of the parties involved.	2	Analyse of the causes.
c	To understand the issue at hand.	3	To create solutions.
d	Continuous back and forth of ideas, options, and even arguments between the two sides	4	To choose a solution and asses the procedure.

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