

FIXED-TERM CONTRACT

- Temporary contract for determinate work or service
- Temporary contract for production circumstances
 - Temporary contract
 - Retirement contract



<input type="checkbox"/> FULL TIME	CONTRACT CODE	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PART TIME		<input type="text"/>	<input type="text"/>	<input type="text"/>

COMPANY INFORMATION

TAX ID		
MR/MRS	ID NUM	COMPANY POSITION (1)
COMPANY'S NAME		ADDRESS
COUNTRY	TOWN	POSTAL CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>

SOCIAL SECURITY CONTRIBUTION ACCOUNT DETAILS

REGIME	PROV. COD.	NUMBER	CONTR. DIG.	COMPANY PURPOSE	CODE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>

WORKPLACE DETAILS

COUNTRY	CITY
<input type="text"/>	<input type="text"/>

WORKER DETAILS

MR/MRS	ID NUMBER	DATE OF BIRTH
SOCIAL SECURITY NUMBER	CUALIFICATION	CODE
		NATIONALITY
		CODE
DOMICILE TOWN	CODE	DOMICILE COUNTRY
		CODE

(Where appropriate) With the legal assistance of Mr/Mrs
with ID number acting as (2)

DECLARE

Both parties recognize each other the capacity to enter into this labour contract (hereinafter referred to as 'Contract'), and commit themselves to abide by the following:

CLAUSES

FIRST.- The worker shall provide his services as (3), included in the occupational category of (4), in accordance with the current job classification system of the company, and in the workplace located in (address, city)

SECOND.- The work shall be considered:

- Full time:** the hours of work shall be per week, from..... to hours, with the hours of rest established legally or in the applicable collective agreement.
- Part time:** the ordinary hours of work shall be hours per day, per week, per month, per year, being this time less than (6):
 - A full time worker's hours of work
 - The full time hours of work set out in the applicable collective agreement
 - The hours of work legally set out

The working hours distribution shall be

THIRD.- The employment shall commence on, shall continue for, and the parties hereto agree an initial probationary period of (7)

If the Collective Agreement allows a superior duration, mark with an "X" []

FORTH.- The worker shall be paid a total wage of euro (8), including the following payment items (9)

FIFTH.- Annual paid leave shall be days (10).

SIXTH: This Fixed-Term Employment Contract is celebrated for.....

- The performance of the work or particular service (11)having this work own autonomy and substance within the business activity, may not exceed three years expandable up to twelve months through the Collective Bargain Agreement of appliance.
- Meeting the market demands and circumstances, tasks accumulation or excess orders consisting in..... (12), even for the normal activity of the company. In case of agreeing a period shorter than the maximum legally or conventionally established, this contract may be extended, by agreement of the parties, only once, provided that the total contract duration does not exceed this maximum.
- Replacing the worker (13) being the cause:
 - Replacing a worker with right to job reservation
 - Replacing a worker for maternity, without quota bonus
 - Replacing workers in unpaid leave for family care, being this worker, the healthcare, who replace them for more than one year, for contributory or essential unemployment benefits (Additional Provision 14th of Royal Legislative Decree 1/95)
 - Temporarily covering a position during the selection process for definitive coverage.

- Replacing workers in training with workers who receive unemployment benefits (14). A certificate issued by the Public Administration or another agency responsible for training management must be attached.
- Replacing disabled workers who have suspended their contract for temporary disability, hiring unemployed handicapped workers during this period. All this contracts will have a 100% bonus on the employer's social security contributions.
- Replacing workers who are victims of gender violence. (Mark the appropriate situation):
 - Who have suspended their labour contract. This contract shall have a 100% bonus on the employer's social security contributions for common contingencies, during the period of the worker's contract suspension.
 - Who have exercised their right to geographical mobility or workplace change. This contract shall have a 100% bonus on the employer's social security contributions for common contingencies, during six months.

The worker's position shall be..... (15)

- Reducing working time and salary in a percent (16) when the worker meets the general requirements for entitlement to the contributory retirement pension from the social security according with the provisions of Article 4 of Law 40/2007 of 4th December on Social Security Measures.

SEVENTH.- On termination of this fixed term contract, the worker shall be entitled to a compensation equivalent to the proportionate share of the amount in case that it would be paid 10 days of salary per year of service, or to the one established, if any, in the applicable legislation.

EIGHTH.- Terms and conditions of this employment contract will be ruled by the current legislation and by provisions established in articles 12 and 15 of the Workers' Statute, amended by Law 35/2010 of 17th September (Official State Gazette of 18th September), by the 1st article of Law 12/2001 of 9th of July (Official State Gazette of 10th July) and by Royal Decree 2.720/1998 of 18th December (Official State Gazette of 8th January) and, if applicable, by the provisions of the Ninth Additional Provision and Sixth Transitional Provision of Law 45/2002 of 12th December (Official State Gazette of 13rd December) and by Organic Law 1/2004 28th December (Official State Gazette of 29th of December) (Article 21.3) and in the applicable Collective Agreement.....

NINTH.- The terms and conditions herein established shall be filled to the Public Employment Service located in within 10 days after its signature (17).

ADDITIONAL CLAUSES

.....

This contract is signed in triplicate by its parties in the place and date indicated below.

..... th ... of

WORKER

EMPLOYER/COMPANY'S
REPRESENTATIVE

WORKER'S LEGAL
REPRESENTATIVE

- 1) Director, Manager etc.
- 2) Father, mother, guardian/institution in charge of the worker.
- 3) Indicate position.
- 4) Indicate the occupational category with the current professional classification system of the company.
- 5) Mark the appropriate situation.
- 6) Mark the appropriate situation.
- 7) Respecting provisions set out in article 14.1 of the Workers' Statute approved by Royal Legislative Decree 1/1995 of 24th March (Official State Gazette of 29th March)
- 8) Daily, weekly or monthly.
- 9) Basic pay, allowances, bonuses.
- 10) At least 30 calendar days per year.
- 11) A clear identification of the service, with own autonomy and substance in the activity of the company in which the worker will work.
- 12) Indicate the reason or circumstance justifying the contract signing.
- 13) Indicate the name of the worker replied.
- 14) Only for companies up to 100 employers and provided that such training initiatives are funded by some of the Public Administrations. First paragraph of the Sixth Transitory Provision of Law 45/2002 of 12th December (Official State Gazette of 13rd December).
- 15) Indicate if the position of the new worker will be the same as the replaced worker. It should also identify the position whose definitive coverage will be produced after the external selection process or internal promotion.
- 16) Indicate the reduction percentage of the working time and salary, according to the transitory right rules contained in Article 4 of Law 40/2007.
- 17) Data Protection: all information and personal details appearing herein, shall be protected under Organic Law 15/1999 of 13th December on the Protection of Personal Data (Official State Gazette of 14th December).



ANAVE
ASOCIACIÓN DE NAVIEROS ESPAÑOLES