

**UNA-SITUN
LABOR COLLECTIVE AGREEMENT**

**TITLE I
GENERAL PROVISIONS**

SOLE CHAPTER

ARTICLE 1:

The following definitions are herein established:

University: National University (UNA, for its name in Spanish)

Union or SITUN: Labor Union of the National University (SITUN, for its name in Spanish)

Parties: The aforementioned parties; namely, the University and SITUN

Agreement: This document with all its clauses and exhibits

Fund: Employee Social Benefit Fund

EUNA: Publishing House of the National University (EUNA, for its name in Spanish).

Institutional Representatives: The University Council, the Rector, the General Secretary, the Auditor, Vice Rectors, the Director of the Programming Office, Deans, Directors of Academic and Administrative Units, the Director of the Computer Center, Directors of Regional Divisions, and any other officer of the institution expressly authorized by the University Council or by the Rector.

Employee Representatives: The Executive Committee of the Union or a Committee appointed by it. Delegates of SITUN in those instances where the Union is represented, as well as the ones set forth in article 157 of this Collective Labor Agreement.

ARTICLE 2:

This Labor Collective Agreement is entered into by the parties in order to improve the labor relations at the University and for the contracting parties to be more effective to fulfill their objectives.

ARTICLE 3:

A public employment system of a private nature is established at the University. It shall be governed by this Collective Agreement, the Organic Statute of the University, the

International Conventions of the International Labour Organization (ILO) ratified by the State in matters where they go beyond provisions in the National Legislation, the Labor Code, the general employment law principles, and other supplementary and related provisions.

ARTICLE 4:

The University shall negotiate with the Union the general aspects regarding the labor relation of the Institution, derived from this Collective Agreement and that are not within the competence of the Labor Relations Board.

ARTICLE 5:

This Collective Agreement protects and benefits all workers of the University: tenured and interim professors, administrative workers, and other workers, regardless of the location where they render their services and the type of employment contract that relates them to the University, provided that the benefits are compatible with the type of contract.

No workers may be discriminated regarding the enjoyment of rights and benefits herein included. Therefore, all the corresponding regulations should be adapted to the provisions in this Agreement. With the corresponding statutory exceptions, the staff without a tenure may participate in all the university, union or associative activities, without limitation to their rights due to their type of contract.

While exercising their positions, only the following officers are excluded from the enjoyment of the collective agreement benefits: Rector, members of the University Council, Vice Rectors, Comptroller and Deputy Comptroller, and the Director of the Legal Counseling Department.

TRANSITORY PROVISION

The parties hereby agree that once the analysis of the regulations that shall govern the UNA-FUNDAUNA relation, and once the characteristics and recruitment conditions of workers hired by FUNDAUNA in its condition of legitimate intermediary of the University have been specified, the status of their labor relation with the Institution shall be defined and, consequently, the beneficiaries of the collective agreement rights as well.

TITLE II CONDITIONS OF THE LABOR RELATION

CHAPTER I WORK SHIFTS

ARTICLE 6:

The University shall establish the following ordinary work shifts:

- a. A day shift of forty hours per week.
- b. A mixed shift of thirty-five hours per week.
- c. A night shift of thirty hours per week.
- d. Any other type of shift established pursuant to article 16 of this Collective Agreement.

ARTICLE 7:

The weekly work shift shall be distributed in five (5) working days, according to the type of service being rendered. All workers shall have at least two days off per week. Exceptional circumstances that restrict the enjoyment of these days off shall be solved by mutual agreement between workers and the corresponding director.

ARTICLE 8:

By mutual agreement with its workers, the Director of the Administrative Unit shall adjust the distribution of the shift within the aforementioned limits.

The weekly shift of professors is forty hours or part thereof, and it shall be distributed by mutual agreement between the worker and the Director or institutional representative pursuant to the type of tasks they perform. Additionally, there should be written acknowledgement of this.

ARTICLE 9:

The professor's workload shall be assigned based on the parameters established by the University. Prior to the modification of these parameters, the competent instance shall hear SITUN's criterion.

For tenured professors, the assignment of courses and schedules shall be made 30 days prior to the beginning of classes and pursuant to the institutional academic policies and respecting the workers' rights. Resolutions of conflicts in this regard shall be in accordance with article 259 of the Organic Statute, thus reducing, for this purpose, to eight working days the term for the corresponding instances to solve the revision appeal and subsidiary appeal.

ARTICLE 10:

Shifts exceeding the limits set forth in articles 6 and 7 are considered as extraordinary shifts and shall be paid double -upon prior authorization by the corresponding Vice Rector. The

University must monthly pay the amounts corresponding to the extraordinary shift. Under no circumstance, workers may work more than twenty extraordinary hours per week and sixty hours per month. If required, or in case of force majeure, according to the Rector of the University, the sixty-hour limit may be exceeded up to the maximum limit allowed by the labor legislation.

ARTICLE 11:

Should a University worker need to travel outside his/her usual workplace for tasks specific to his/her position, the time required for his/her roundtrip shall be considered, for the corresponding purposes, as part of his/her work shift.

CHAPTER II HOLIDAYS AND VACATIONS

ARTICLE 12:

The following are holidays for workers of the National University: January 1st, Holy Thursday and Good Friday, April 11th, May 1st, July 25th, August 2nd and 15th, September 15th, October 12th, and December 25th.

The following are days off for workers of the National University: Holy Monday, Tuesday, and Wednesday, from December 23rd to December 31st inclusive, except December 25th, in addition to days off for Civic Holidays set forth in Act number 6725 dated on March 10th, 1982 and amended through Act number 7974 dated on January 4th, 2000. The latter shall be applied to each canton where the University has a Campus or Branch. Restrictions to the enjoyment of days off and holidays shall be only possible in those cases set forth in the Labor Code.

Moreover, pursuant to provisions in article 9, when any of the two weekly days off of a worker corresponds to a holiday that is moved to the following week (i.e., when holidays are moved to Mondays), the worker with shifts whose days off include Mondays shall have the right to enjoy the holiday the next week, on a day that does not correspond to his/her weekly day off. This shall be negotiated with his/her immediate boss.

Time worked on holidays set forth in this Collective Agreement and on days established by the University as days off, shall be paid double.

ARTICLE 13:

The University shall grant vacations to its workers as follows:

From 1 to 5 years: 22 working days.

From 6 to 10 years: 26 working days.

From 11 to 20 years: 30 working days.

From 21 and over: 34 working days.

ARTICLE 14:

By request of the worker, the University shall compensate vacations for salary for up to 10 working days in each period, equivalent to 50% of the monthly salary, which obliges the worker to simultaneously enjoy his/her vacations.

The University shall seek to fulfill the payment within a two-month period as of the submission of the request and pursuant to the following procedure:

- a) The interested officer shall make the request directly to the Vice Rector of Administration, upon prior authorization by the corresponding director.
- b) This right to compensate vacations is not lost for having split them before making the request. In these cases, vacations may be compensated proportionally to the corresponding period, without prejudice to provisions in the article above.”

ARTICLE 15:

By mutual agreement with its workers, the Director of each academic or administrative unit shall adjust the distribution and enjoyment of vacations. In any case, prior to the enjoyment of vacations, the worker should fill out the corresponding form.

While a worker is on vacation, the institutional representative shall take the necessary steps to avoid any backlog of work.

ARTICLE 16:

Former workers from Teaching-Training Colleges shall enjoy two additional mid-term weeks of vacation. The right to this enjoyment may not be accumulated or compensated. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

**CHAPTER III
LEAVES AND PERMITS**

ARTICLE 17:

In the cases below, the University shall grant paid leaves upon written request of the worker to the superior authority:

- a. Ten working days due to the birth of a son or daughter.
- b. Ten working days due to the death of a son or daughter.
- c. Five working days due to the death of the worker's spouse, partner, father or mother, or brother or sister -in case the death occurs within the country and 10 working days in case it occurs abroad. The latter shall be subject to verification of the trip to the country where the funeral del familiar took place or where his/her family is.
- d. Ten working days in case of marriage.

- e. Two working days maximum every two years to the worker moves to another residence. When, due to work-related purposes the University requires to transfer a worker to farm of UNA, to a Regional Campus or Branch, the expenses for moving shall be borne by him/her.
- f. Five working days in case of natural phenomena, damages due to vandalism or fire with serious consequences that affect the worker's house and that are duly verified.
- g. Paid leave for three months to any worker who adopts a minor. In case both parents work at the institution, one of them shall only enjoy five calendar days of paid leave. In this case, they should also submit the corresponding supporting documents.
- h. Up to five working days due to illness of a son or daughter, father, mother, spouse or who requires hospitalization in a clinic or hospital. In this case, they should submit the corresponding supporting documents.
- i. Up to 15 working days when a son or daughter, father, mother, spouse, or partner needs to be accompanied to a medical treatment abroad. In the latter case, it shall be subject to the verification of the trip to the country where the treatment will take place.

ARTICLE 18:

The University undertakes to grant its workers permission to attend classes -up to ten weekly hours, as per the corresponding regulations. The type of contracting does not restrict this right.

ARTICLE 19:

The academic staff shall have the right to enjoy a sabbatical year after ten years of service at the University. The University undertakes to take the corresponding actions to grant this benefit.

ARTICLE 20:

Should the worker be absent from his/her job due to force majeure, he/she should inform it to his/her immediate boss within a term not greater than one day and verify its occurrence in writing within an 8-working-day term as of the first absence by providing the corresponding evidence. The immediate boss shall submit it to the superior authority in order to decide if the justification of absences is accepted or not. If accepted, it shall be resolved in favor of the worker.

This justified absence may not be deducted from the salary, deducted from vacations, or compensated by an increase in the shift either. When the absence is justified, the worker may not be sanctioned in any way. Otherwise, the corresponding sanctions shall be applied based on the disciplinary rules in force at the University. The final decision should be sent to the Human Resources Development Program. In case of conflict, the worker may appeal pursuant to article 86 section a) of this Agreement.

ARTICLE 21:

Should the worker be arrested, the labor relation shall be considered as suspended. In case lack of admissible evidence, extraordinary extension, dismissal, or acquittal is pronounced in his/her favor, he/she shall be paid the salaries unpaid during the time the said situation lasted. The worker must report to work within the two (2) days following the day when his/her arrest ended.

ARTICLE 22:

The National University shall facilitate workers from the different professions, occupations, or specializations the conditions to celebrate their day.

ARTICLE 23:

Upon prior agreement with the Union, the University shall grant a leave of two monthly hours for SITUN to promote or perform educational, informative, cultural, and sports activities. Alternatively, the said leaves may be accumulated once per semester, for up to four (4) for the aforementioned activities. These activities may be coordinated by the Union, the Office for Cultural Activities from the Vice Rector for Student Affairs, and the Central Extension Council. The University shall provide its facilities for those activities to be performed and shall allow the use of the equipment required (audiovisual devices, boards, furniture, and other).

ARTICLE 24:

On an annual basis, the University and the Union shall jointly organize a week for cultural activities in order to promote the university brotherhood. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 25:

The University, upon request of State Agencies, Community Development Organizations, cultural, scientific, sport, or artistic associations through the Rector's Office, may grant paid leaves and other support to those workers who should travel abroad or within the country, without profits, in their condition of members of delegations and on behalf of the University and/or the aforementioned bodies.

**CHAPTER IV
SALARIES**

ARTICLE 26:

The University and the Union shall negotiate and agree salaries not later than the last week of July of each year, and they shall be those applied as of January 1st of the following year. The parties undertake to review and, if required, to renegotiate the salary agreements, at least once a year -in May, or at the time agreed by the parties.

ARTICLE 27:

A comprehensive salary policy composed of the following elements is established at the University:

1. Changes in the cost of living. For this purpose, the Consumer Price Index (I.P.C., for its name in Spanish) from the National Directorate for Statistics and Census, corresponding to the middle-level income from the metropolitan area and the specific price indexes from UNA at the Central Campus and Regional Divisions that shall be prepared by a committee from SITUN shall be considered.
2. The national change of product per employee.
3. Distribution of income, benefiting salaries below a specific amount. This amount may correspond to the cost of the national basic food basket that composes the middle- and low-income Consumer Price Index from the metropolitan area.
4. Compensate the purchasing power loss of salaries, within the framework of the budgetary status of the University.

UNA shall seek to balance the base salaries and other components of the total salary of its workers to the other public higher education institutions.

ARTICLE 28:

The committee defined in section 1 from Article 27 in charge of preparing the specific price index of the University shall have up to one professional full-time shift for a month. The committee may request transportation, travel expenses and support in computer services, when required. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 29:

The technical criteria set forth in full or partial job evaluation processes may not contravene the salary negotiation criterion herein established and shall be considered as complementary where appropriate.

ARTICLE 30:

The University shall create an Economic Incentive System for its academic, administrative, technical, and professional workers based on performance, contribution, productivity, continuity, and commitment, with the institution and the results of an annual objective assessment.

This system, which shall be in force in July 1992, shall be part of the Academic Career and Administrative Career regulations.

The institution undertakes to budget an initial amount of at least 1% of the labor budget for financing this category, which shall be allocated in twelfths as of January 1992.

ARTICLE 31:

The annuity is a recognition to continuity and experience of workers at the service of the University or other public higher education institutions.

The University shall recognize, with full rights and shall formally pay in the salary, the annuities its workers have the right to, with the advent of the corresponding term, at the rate of 4% per year worked. The validity of the recognition and payment of annuities shall apply as of the date of entry of the worker to the Institution. For this purpose, the trial period, medical leaves, unpaid scholarships, and any other leaves that have been enjoyed by workers become part of the time worked when official processes before the competent university authority, or national or international agreements subscribed by the University intervene in their granting.

This percentage may vary to a higher percentage pursuant to the annual salary negotiations of the institution.

TRANSITORY PROVISION

The 4% recognition for annuities shall be applied as of the year 2009, in a specific way to each worker, as of the date when the right to annuity is reached. Its application does not have retroactive effect.

ARTICLE 32:

The University shall recognize, with full rights and shall formally pay, the annuities its workers have the right to, with the advent of the corresponding term, at a rate of 3% per year worked. The term for the recognition and payment of annuities shall run as of the date of entry of the worker to the Institution. For this purpose, the trial period, medical leaves, unpaid leaves that have been enjoyed by workers become part of the time worked when official processes before the competent university authority, or national or international agreements subscribed by the University intervene in their granting.

ARTICLE 33:

Pursuant to the specific existing agreements, a bonus as compensation to the extension of shift in 32 hours per month is established for the Surveillance and Transportation Divisions. Those exceeding 32 hours per month, the hours worked on holidays set forth in this Collective Agreement, and the hours worked on days off -as set forth by the University, shall be paid as overtime and their payment shall be made specifically on a monthly basis. When establishing the roles, it should be included that the weekly days off shall be two consecutive days. At least once a month, these days should correspond to a Saturday and

a Sunday.

By mutual agreement with the corresponding Branch Committee of SITUN, the University shall establish the variations to the roles. In case of conflict, workers shall comply with the provisions of the University while the Labor Relations Board makes the corresponding decision.

The amounts and conditions may be renegotiated by the parties. For all purposes, agreements shall be considered as exhibits to this Collective Agreement and shall be of mandatory observance for the parties.

ARTICLE 34:

The University shall grant a bonus to its full-time academic and administrative workers under the corresponding Full-time Commitment System. The bonus percentages shall be the ones established by the corresponding regulations. The tenure appointment is prohibited in positions requiring an academic degree for workers who do not have it, unless as established in the Organic Statute and in the Academic Career Regulations.

ARTICLE 35:

The University undertakes to start the analyses to include the regulatory provisions that recognize the Extraordinary Commitment in the Merit and Incentive System. This consists of the possibility that the academic worker and the administrative professional will have to execute tasks with outstanding academic value for mutual benefit based on a work plan approved by the competent authorities. For this, the worker shall be compensated economically or by other means.

TITLE III LABOR HIRING AND DISCIPLINARY REGULATIONS

CHAPTER I LABOR HIRING

ARTICLE 36:

The University shall hire its workers through indefinite term employment contracts. Only exceptionally, it may hire workers under fixed-term contracts or for specific projects. The Director of the corresponding Unit should obtain the prior authorization from the corresponding Vice Rector or from the Rector, justifying in writing this type of hiring. By request of the Labor Relations Board, the Personnel Department, shall send reports on hiring processes thus made, with the corresponding justifications. The same procedure shall be followed in contracts resulting from agreements, cooperation agreements, and the like.

ARTICLE 37:

For the entry, mobility, and promotion of the administrative worker at the University, the following regulations, provisions, and procedures shall apply:

The Vice Rector of Administration and the Administrative Career Committee shall be in charge of the compliance with the provisions below.

1. For the administrative staff, the entry to the University as well as the mobility and promotion, are based on the Administrative Career Regulations.

2. The Personnel Department is in charge of publishing the corresponding internal selection processes to start the recruitment and selection process in positions of the administrative sector.

3. In order to start working at the University and have the right to be considered as a candidate for the different administrative positions, the eligibility requirement should be met.

4. The eligibility condition is obtained once the applicant has complied with the recruitment and selection process. The minimum grade for this purpose is 70%.

When deemed required, workers may provide the corresponding references for eligibility purposes for the position.

5. Administrative workers without tenure (interim) shall keep the condition of internal eligible candidate for up to 3 months, after their last appointment.

6. Administrative workers shall keep their condition of internal eligible candidates for a specific position, as long as the basis of selection does not change or as long as they do not obtain a tenure for a position under the same or higher category.

When the basis of selection changes, it should be personally notified in writing to the interested party in order for him/her to request his/her requalification.

7. The following types of selection processes are set forth: internal and external. In both cases, the publication shall accurately indicate the minimum requirements and the characteristics of the position. The Personnel Department shall use the appropriate technical means that guarantee the best announcement of the selection processes.

8. The internal selection process is understood as the one published by the Personnel Department, at least once a year, for workers of the University who, by the publication date, hold a tenure or are interim workers who have been working on a consecutive or alternate basis for three or more months, and who, at that time, have an appointment at the institution.

The following are its main purposes:

a. Begin the selection process to establish the eligibility condition for different positions.

b. Keep the internal record of eligible parties updated.

c. Promote the mobility of administrative workers, as well as the Administrative Career.

By request of the interested party, the Personnel Department shall inform about the percentages assigned on the basis of selection for the different factors assessed in a position.

9. The external selection process is understood as the one published by the Personnel Department in any mass media. The following are its main purposes:

- a. Begin the recruitment and selection process to establish the eligibility condition for different positions.
- b. Keep the external record of eligible parties updated.
- c. Resolve the special cases that imply not having internal eligible candidates for a position.

10. The petition shall be made by the Director of the workplace, by using the form provided by the Personnel Department, through the Recruitment and Selection Unit.

11. In order to assign a vacant post, the internal record of eligible parties shall be used in the first place.

A list of names with five candidates who have obtained the highest rating shall be made. Additionally, a maximum of five eligible candidates that comply with the following conditions shall be added thereto:

- a. The eligible worker who has worked at this unit shall keep, for up to three months, the right to be included in the list.
- b. Hold a tenure, except when referring to an initial position from a series of categories.
- c. The service gradings have been successful.

Those workers who have requested a transfer within the same level may be also included in the list.

12. If, when requesting an appeal, the academic or administrative unit suggests a candidate who, due to any of the reasons mentioned in the paragraph above, should be in the list of the names, the Personnel Department may authorize the appointment through the same petition, with no need of submitting a list of names.

13. If there are no eligible candidates in the internal record, the publication of an internal selection process shall be made first. In case the eligibility criteria are not met, the external record of eligible parties shall be used.

14. The institutional representatives should make the selection based on the list of names submitted by the Personnel Department, except when paragraph 12 above is applied.

In case none of the candidates suggested is accepted, a new list of names may be requested just once. For these purposes, this process should be justified technically and in writing.

The institutional representative requesting the appeal is responsible for informing in writing each candidate suggested about this situation.

15. The Director of the Personnel Department shall be in charge of analyzing the justification for a new list of names. In case the justification is accepted, a new list of names shall be submitted, and a selection should be mandatorily made from this list.

In case the justification is not accepted, the Director of the Personnel Department shall submit the administrative record to the Vice Rector of Administration for its resolution.

16. A vacant post may be held for 89 days, when the following conditions exist:

- a. Written and justified request from the Director of the Academic or Administrative Unit, and approved by the Vice Rector of Administration, to make a ranking analysis.
- b. When, due to absence in the internal record of eligible parties, a publication should be made, first, for an internal selection process, or an external selection process in case the eligibility criteria are not met.

17. Workers selected to hold vacant posts in the institution shall be granted the

corresponding leave.

When a worker proceeds to work in another department, the corresponding directors should take the coordination actions required for preventing the worker and the tasks that should be performed to be affected.

Therefore, the start date of the appointment should not be limited for more than five working days. However, by agreement between directors and the worker, the latter may assist both units for up to ten working days.

Institutional representatives should provide their workers the corresponding facilities for them to comply with the internal recruitment and selection processes.

ARTICLE 38:

Those administrative workers who begin or are promoted to vacant posts, as set forth in article 37, should comply with a three-month trial period at the position they begin at or are promoted to. Periods of no less than one month and served on an interim basis, within twelve months prior to entry or promotion under tenure may be computed, by request of the worker, as part of the trial period, provided that it had been successfully performed.

ARTICLE 39:

Transfers of academic and administrative workers, either from a unit to another or within the same department, shall be made by mutual agreement and exclusively within the same sector. In case there is not mutual agreement, the specific area for the academic worker shall be respected. For the administrative worker the current category shall be respected, according to the tasks being performed at that time. In the latter case, the Human Resources Development Program should provide evaluative monitoring, in order to guarantee the proper adaptation of the worker to his/her new working environment. Exchanges may be authorized only when requested by the interested parties.

By recommendation of the Health Department and in cases duly verified, the University shall vary the workers' tasks and shall proceed to the transfer by exception.

ARTICLE 40:

The Administrative Career is understood as an integrated set of plans, policies, rules, and procedures in different fields of the Human Resources Management, aimed at promoting shared efforts and fulfilment of the objectives of the organization and its members, thus allowing the individual to find his/her job position and efficiently fulfill his/her tasks and responsibilities, and allowing the organization to prepare -for its members, a development and progress path in the structure during his/her period of service.

ARTICLE 41:

The Administrative Career and Professional Technician Committee shall be composed of five proprietary members and three alternate members appointed by the University Council.

From them, three proprietary and two alternate members at the proposal of the Rector and two proprietary and one alternate member at the proposal of the Executive Committee of SITUN. The parties shall seek to choose competent representatives from which, at least one, per each party, should have the academic degree of *Licenciado* (Postgraduate) of Economic and Social Sciences.

The corresponding Regulations shall be approved by the University Council and should include rights, duties, and incentives for all administrative workers. Additionally, it shall include the possibility that allows the professional administrative worker to apply for a professional training option or research activity related to his/her specialization and of interest for the institution, for every ten years of experience.

ARTICLE 42:

All administrative tenured workers with an academic degree of bachelor or *licenciado* (postgraduate), shall have the right to request to be considered as candidates for holding an academic post by substitution or for a fixed term. For these purposes, the interested party should submit his/her references to the academic unit or instance where they may render their services. The corresponding advisory board should resolve the request within a maximum term of 30 days after the request has been received. The decision should be informed reasonably and in writing to the interested party with a copy to the Personnel Department and to the corresponding Vice Rector.

Under the same conditions, the administrative worker shall be primarily considered regarding applicants who are not workers of the Institution. The same shall apply when he/she participates in an external selection process.

ARTICLE 43:

In highly qualified cases, the University may authorize its professional, specialized workers of the administrative, technical-administrative, and academic workers, to perform academic tasks at the Institution in areas related to his/her specialization and for up to an additional 10-hour shift.

ARTICLE 44:

In all external selection processes at the University and on equal terms, the academic worker without tenure shall have the right to be primarily considered regarding other applicants who have not worked for the Institution.

ARTICLE 45:

Employment contracts by substitution of the post holder for periods of more than one year shall be governed as follows: for tenured workers, the validity shall be the same as that of the leave. For workers without tenure, the validity shall be for up to one year, extendable

up to the completion of the leave, as per justified proposal of the superior authority or by the Advisory Board of the Unit.

However, in case the holder wanted to return to his/her job position before the completion of the leave, he/she should inform it in writing to his/her superior authority with a two-month prior notice, which is why the substitution shall be modified under the said terms.

ARTICLE 46:

Interim workers holding a fixed-term appointment, by substitution or for a fixed term, shall have two days off per week for the corresponding salary, provided that they have worked the five days prior to the aforementioned days off.

ARTICLE 47:

For the purposes of the settlement payment for services, the University shall make the budgetary projections to pay these obligations as soon as possible. By the termination of any agreement, the Personnel Department shall process the payment of the corresponding legal requirements.

ARTICLE 48:

The University shall grant the personnel without tenure with the same incentives and guarantees of the tenured personnel, according to the nature of his/her agreement.

ARTICLE 49:

With the corresponding statutory and regulatory exceptions, the personnel without tenure may participate in all university activities.

ARTICLE 50:

The University shall seek the reasonable budgetary reserves that allow contracting the substitute personnel required by the Institution when their workers retire, avail of the payment of benefits, obtain permits, leaves, vacations, experience any disability, or similar situations.

ARTICLE 51:

Within the Academic Career System, an academic category intermediate between the current categories of Professor II and Chaired Professor shall be kept.

ARTICLE 52:

The University shall have an updated assessment of the training, education, and specialization needs of its personnel. The Scholarship Board and the Administrative Career

and Professional Technician Committee shall be in charge of monitoring the compliance with this rule.

ARTICLE 53:

Based on previous assessment, the Vice Rector, in coordination with the schools and Academic and Administrative Units, shall prepare and execute training, education, and specialization plans that shall be integrated into the corresponding academic and budgetary schedule. The academic and administrative units, workers, and SITUN may present proposals to be considered as part of the plan. The monitoring and assessment of these plans shall be made jointly between OPUNA, the Administrative Career System, the Scholarship Board, and the Training Division of the Personnel Department, with support from the specialized bodies of the Institution.

ARTICLE 54:

The University shall facilitate the participation of workers and their families in artistic, cultural, sport, scientific, and humanistic activities developed as part of its outreach programs, participatory courses, or the like.

ARTICLE 55:

Due to his/her participation in training activities developed by the University, the worker has the right to officially receive the corresponding certificate in order to submit it before the Academic and Administrative Career and Professional Technician committees which should consider them for the corresponding purposes.

ARTICLE 56:

As part of its priorities, the University undertakes to consider the budget proposed by the Library System for buying materials and books.

ARTICLE 57:

The University shall recognize the intellectual or artistic production of academic or administrative workers, pursuant to the corresponding regulations.

ARTICLE 58:

Any evaluation performed on the activity of the University workers for curricular purposes or for the corresponding merit system should be informed in writing to the interested party. If the University does not inform the result to the worker three months after the assessment, he/she may submit a request before the corresponding Vice Rector, who, within a 15-day term, shall make the corresponding resolution. Should this term elapse and no answer is given, the affirmative administrative silence shall be applied, presupposing the highest score for the worker.

ARTICLE 59:

In order to achieve academic excellence and administrative efficiency, the National University undertakes to keep its facilities fully operational and shall seek to provide its academic personnel with the necessary teaching and instructional material.

ARTICLE 60:

The Union shall have a representative in the observer capacity in the Academic Career Committee and another one in the Scholarship Board. In both cases, they should meet the same requirements as those for the members of the said bodies. They shall only have the right to speak.

ARTICLE 61:

For the purposes of the benefits set forth in the National Legislation and in this Collective Agreement, the University recognizes the continuity of the labor relation of its workers who come from other national state universities and from the public sector -pursuant to the internal regulations in force.

**CHAPTER II
LABOR STABILITY**

ARTICLE 62:

Based on the statutory principles, specifically on academic excellence, and on the collective agreement clauses and applicable legal regulations, a labor stability and administrative system efficiency is guaranteed.

ARTICLE 63:

Labor stability grants the right to permanent employment, for the full enjoyment of the rights set forth in the legal ordinance and the compliance with the corresponding duties. No worker with labor stability may be dismissed, not even by paying him/her the corresponding prior notice and severance assistance, if he/she has not incurred in just cause for dismissal, pursuant to provisions in this Agreement and to the Organic Statute of the University.

ARTICLE 64:

Labor stability is obtained upon prior compliance with the credentials or competitive exam selection process promoted for this purpose, or as set forth in the regulations corresponding to appointments.

TRANSITORY PROVISION

Unforeseen situations and that are in line with transitory provisions 1 and 2 from the labor hiring regulations approved pursuant to the minutes of the University Council number 1298 dated on March 9th, 1990, shall be managed pursuant to the said regulation.

ARTICLE 65:

The University should annually budget all its positions pursuant to provisions in the Financial Management Act of the Republic.

ARTICLE 66:

The University may terminate the employment contracts due to force majeure, provided that there is a decision from the Labor Relations Board. Budget shortfall shall not be considered as force majeure. For dismissal due to force majeure a three-month prior notice should be given. On equal terms, the University shall keep in their positions those workers who are Union members, or it shall transfer them to perform similar tasks.

CHAPTER III DISCIPLINARY RULES

ARTICLE 67:

According to their nature, matters regarding the labors relations of a specific workplace may be first managed between the superior authority and the representatives of the Branch Committee of SITUN, in order to seek a better understanding between the parties. For this purpose, the interested party should submit, in writing, the request duly justified and pursuant to the legislation in force at the Institution, thus undertaking the other party to provide written response not later than 15 working days as of the reception of the document, with a copy to the Human Resources Development Program. Once this phase has been completed, and in case there is no agreement between the parties, they may adhere to provisions in article 259 and following from the Organic Statute.

ARTICLE 68:

Disciplinary sanctions are exclusively established for those actions or omissions of workers who infringe the specific labor obligations.

The University may establish corrective actions alternative to the sanctions when the worker's action or omission does not imply dismissal and in case the action is occurring for the first time in the last five years.

ARTICLE 69:

The disciplinary administrative procedure should fulfill the due process that guarantees the right to a defense, access to file, submission, and production of evidence in his/her case. The dismissal is the greatest sanction, and it may be applied upon fulfillment of the aforementioned procedural rules.

ARTICLE 70:

For imposing verbal or written warnings, the superior authority shall proceed summarily through a summary procedure by calling the worker in writing, indicating the clear assignment of liability for the facts and by attaching a copy of the evidence; and in a single hearing, the evidence shall be submitted and presented, the corresponding closing arguments and the conclusions shall be produced. The corresponding decision shall be issued within terms not exceeding ten working days following the hearing.

ARTICLE 71:

While the corresponding procedures are fulfilled and only when the situation requires immediate action to avoid serious damages to people or situations impossible to repair, the University, through the superior authority, may remove the worker intended to be sanctioned from his/her post with pay, without detriment to the due process. Once the process has finished, if there is no credit for the sanction, the worker shall be reinstated.

ARTICLE 72:

Through authorization supported by the superior authority, the hearing and appearance procedures may be exceptionally waived only when the situation requires immediate action to avoid serious damages to people or situations impossible to repair. The unjustified omission of the said procedures shall cause defenselessness and the nullity of all the proceedings hereinafter.

ARTICLE 73:

When a worker decides to recourse the courts regarding a dismissal process and his/her lawsuit that he/she has been unjustly dismissed, is declared admissible in final decision, this shall lead to the reinstatement in a position equal to or higher than the one held prior to the dismissal. The worker shall receive the payment of the corresponding unpaid salaries, Christmas bonuses, school allowance as of the date of the dismissal and until the final character of the decision, and he/she may choose the definite termination through the payment of prior notice, severance assistance, accumulated vacations and vacations not taken during the effective work period.

The University may also choose this alternative, upon prior approval by the Labor Relations Board.

In all the calculations of back payments, the University shall be obliged to make the deductions established by law.

ARTICLE 74:

In any dismissal action, to conform with law, the University should seek the administrative act by referring to the facts that constitute the cause for dismissal incurred by the worker - all this pursuant to article 79.

ARTICLE 75:

The just causes to terminate the employment contract by the University are the following:

- a. When the worker participates in slander, libel, defamation or in de facto proceedings against his/her coworkers, the Institution, or institutional representatives during working hours.
- b. When the worker commits a crime against property to the detriment of the Institution or his/her coworkers and which is duly verify by the Labor Relations Board.
- c. When, due to his/her inexcusable careless or reckless behavior, the worker compromises the safety of the place where tasks are performed or the safety of people in that place.
- d. When the worker stops going to work without a justified cause for two consecutive days or three alternate days in the same calendar month. This paragraph shall apply when the worker does not justify his/her absence within an 8-working-day term as of the first absence.
- e. When the worker expressly and repeatedly refuses to take the preventive measures or to follow the procedures indicated to avoid accidents or diseases; or when the worker also refuses to follow, to the detriment of the employer, the rules it or its representative in guiding the works clearly states to obtain the greatest efficacy and performance in the tasks being performed.
- f. When the worker, at the time of executing the agreement, has misled the employer by pretending to have qualities, conditions, or knowledge that he/she obviously lacks, or by submitting references or personal references whose falseness is later evidenced, or by performing his/her work in a way that clearly evidences his incompetence in performing the tasks he has been hired for.
- g. When the worker is imprisoned by final judgment.
- h. When the worker, being warned twice, commits any of the offences set forth in paragraphs a, b, c, d, and e, from article 72 of the Labor Code. In the case of paragraph b) Under no concept, the criticism to the existing socio-economic system or to the corresponding political system may be understood, as propaganda contrary to the democratic institutions of the country. In the case of paragraph c) when the worker appears under one of the aforementioned conditions, his/her immediate boss shall be obliged to immediately refer him/her for his/her treatment to the Health Department of the University.

For dismissal purposes, during the validity of this Agreement, the University shall refrain from applying paragraph I (letter 'I') from article 81 of the Labor Code.

- i. When the professor or administrative officer of any category fails to comply with the obligations provided in articles 180 and 196 following the procedures established in articles 264 and 267 from the Organic Statute or commits any of the offences expressly referred to in articles 183, 185, 187, and 188 pursuant to the procedure established in articles 134, 186, and 138 from the same Statute. Regarding the causes indicated in article 183 from the Organic Statute and related to the Labor Code, they shall be considered as modified pursuant to provisions in this article.
- j. When the officer is convicted by final judgment for having committed a crime against the duties of the public service set forth in the Criminal Code.

Crimes set forth in articles 333 and 334 from the aforementioned Code are excluded for this purpose.

ARTICLE 76:

In any administrative or judicial proceeding against a worker, the University should prove the facts on which it bases any disciplinary sanction, including the dismissal. For these purposes, the University is obliged to submit all evidence for the worker under investigation to know them before he/she responds.

ARTICLE 77:

The academic personnel with labor stability shall adhere to provisions in the Organic Statute.

ARTICLE 78:

When a worker or personal or collegiate body knew about any individual or collective labor appeal, the instance must resolve within a maximum term of thirty working days.

ARTICLE 79:

Any action or decision of the University that affects its workers should be justified regarding the reason and content. For this purpose, the facts, circumstances, and legal grounds that justify the action or decision shall be established with enough accuracy and completeness. In case it affects the right of workers in general, it should be first informed through personal communication and later be published in the university media, indicating the following:

- a. File or decision number, place, exact time, and date. In case it refers to a collegiate body, the following should be indicated: the session number and the sections or paragraphs where the discussion and approval of the actions taken have been included.
- b. Officer or body that issues the action or decision.
- c. Facts and circumstances that for the action or decision.

d. Legal grounds directly related to the facts indicated.

e. Effects of the action or decision.

Workers' rights regarding ordinary appeals and addition and clarification proceedings, the body that shall resolve them, the body in which they shall be lodged, and the terms.

ARTICLE 80:

Any procedure on labor matters executed by a worker of the University shall be exempt from being submitted in university stationery. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 81:

In all cases of dismissal, once the administrative remedies have been exhausted by the University Council, workers shall have a two-month term to resort to the Labor Courts for claiming their rights.

ARTICLE 82:

The infringement or noncompliance with any provision in this Agreement and verified by the Labor Relations Board, shall make those responsible for the said infringement liable to a sanction that shall be submitted by the Board as recommendation to the University Council, including the financial liability set forth in article 272 from the Organic Statute of the University as appropriate.

**CHAPTER IV
LABOR RELATIONS BOARD**

ARTICLE 83:

The parties agree to keep a Labor Relations Board in order to know and resolve all the labor matters that arise in the relationships between workers and the University, pursuant to provisions in this Agreement.

ARTICLE 84:

The Labor Relations Board shall be composed of six members -three representatives from the University and three representatives from the Union, which shall have their corresponding alternates. They shall be in their positions for one year and they may be reelected. They should refrain and may be challenged pursuant to the causes established in articles 230 and the following and related articles from the General Law of Public Administration. The members of the Board may be removed by their representatives.

ARTICLE 85:

The Board shall internally appoint a President and a Records and Notifications Clerk. The first one shall lead the sessions. The second one shall be in charge of keeping a minute book and informing the actions and decisions of the Board to the parties and to the University Gazette. The parties shall hold the Chair and the Records and Notifications Clerk post on an alternate basis for six-month periods.

ARTICLE 86:

The Board shall be in charge of the following:

- a) Know, process, and decide on the individual and collective labor conflicts submitted for its consideration once the corresponding instances have been exhausted.
- b) Resolve the conflicts originated in the interpretation or application of this Agreement. Interpretations should be published in the University Gazette or in any other appropriate internal communication medium.
- c) Seek good labor relations within the University. For this purpose, it may intercede, when deemed convenient by the Board, by majority vote and by request of the University or the Union, in the labor disputes arising at the academic or administrative units, in order to reach and appropriate solution in the corresponding instance.

ARTICLE 87:

The quorum shall consist of at least two representatives of each party. The Board shall meet ordinarily twice a month and extraordinarily every time it is requested by two or more members thereof.

The agreements of the Board shall be made by simple majority. Voting shall be nominal, and this shall be noted in the minutes. The decisions of the Board shall oblige the parties to comply with them within the terms agreed and under the terms indicated. In the event of a tied vote, the matter shall be reported to and resolved by an arbitrator that shall be a Labor Judge or an Attorney appointed by mutual agreement to make the decision, pursuant to the procedure established in the Labor Code and in the Civil Procedural Code. The said decision shall be notified to all the parties within a term not exceeding eight working days. The professional fees for the arbitration shall be borne by UNA.

An appeal of revocation may be filed against the decisions of the Board within a term not exceeding 15 days as of its submission date. The decisions of the Board may be appealed before the University Council, unless in regard to paragraph b) from article 86 of this Agreement.

ARTICLE 88:

Record of the meeting date and time, present and absent members, matters for discussion in the meeting, summary of the discussions held, the agreements made, and the end time

of the meeting shall be included in the minutes. The minutes shall be signed by the President and by the Records and Notifications Clerk.

ARTICLE 89:

For the proper operation of the Labor Relations Board, the University, by request of this instance, shall provide it with the physical and human resources required to properly perform its tasks. The expenses incurred by the Board in the exercise of its tasks shall be paid by the University. Moreover, it shall grant the time required to each member for them to efficiently perform their tasks.

ARTICLE 90:

The Board may visit the workplaces of the University, where problems related to its competence have occurred.

ARTICLE 91:

The Labor Relations Board should send the decision on the matters reported to it within a one-month term, which may only be extended for an equal period and just for one time, by agreement duly justified from this body. After this term has elapsed, in case of silence, this instance shall be considered as exhausted.

**TITLE IV
PROTECTION TO WORKERS**

**CHAPTER I
MEDICAL AND MATERNITY LEAVES**

ARTICLE 92:

The University shall cover the payment of all leaves of their workers, through the direct Social Security Administration-Employer system, thus charging the Costa Rican Social Security Administration the amount of the subsidy that it should pay to the worker, who shall receive the full amount of his/her salary while in medical leave.

The University is authorized to charge the subsidy corresponding to the worker. The same system shall apply in those cases of medical leaves granted by the National Insurance System (INS, for its name in Spanish), for occupational risks.

For all purposes, the subsidies workers receive from the Costa Rican Social Security Administration or from the National Insurance System under these concepts shall be considered as salary.

Workers are responsible for immediately submitting the medical leaves before their

immediate boss, who shall be in charge of processing them before the Personnel Department for charging the corresponding subsidy.

ARTICLE 93:

In case of leave due to a disease or common or labor accident duly verified, the University shall pay to the worker the salary for up to 104 (one hundred four) weeks. The payment of this obligation shall be made under the usual payment method to the personnel.

If, by the end of the 104 weeks, the worker suffered a total temporary disability or total permanent disability issued by a Medical Committee from the Costa Rican Social Security Administration, the University shall continue to pay the full salary or its difference regarding the subsidy received, as it may correspond, for the entire term of the disability, until the worker may be entitled to the corresponding regular retirement.

Except cases of diseases medically considered as irreversible or unrecoverable, the condition of the worker who accepts this right shall be annually reassessed by a Medical Committee to determine if the medical leave continues or is suspended. In the latter case, the worker should return to his/her work. After the 104 weeks indicated in the first paragraph of this section have elapsed, the University shall automatically extend the medical leave of the worker until the Medical Committee defines what it may correspond. The University shall pay the professional fees of the Medical Committee.

ARTICLE 94:

The University and SITUN shall permanently coordinate action to analyze, defend, and strengthen -for the benefit of workers, the Retirement and Pension Regime and that of the Costa Rican Social Security Administration or any system covering the university population. They shall also propose modifications to the legal and regulatory regulations that make effective the right to a retirement with dignity and the right to a timely retirement.

ARTICLE 95:

Upon termination of any employment contract due to resignation, permanent disability, retirement, or death, the University should pay the worker or his/her assignees, as severance assistance, an amount equivalent to a month of salary for each working year, for up to 20 years or part thereof not less than six months. The following exceptions shall apply:

1. The payment of severance assistance shall not proceed in case of dismissal due to the liability of the worker.
2. When the employment contract finishes upon resignation, the payment shall proceed: upon prior confirmation that the worker does not have any pending debts, obligations or return of assets with the institution, provided that the workers who resigns does not have any disciplinary proceeding against him/her.

For the purposes of calculating the amount to be paid, the average of the three (3) highest nominal salaries of the labor relation shall be considered, and the payment method shall respect provisions in the Workers' Protection Law (Amendments of Article 29 from the Labor Code, section N° 3)

TRANSITORY PROVISION

Going from 15 to 20 years shall gradually apply in the 2012-2017 five-year period, recognizing as of 2012 and up to 2014, the equivalent to 17 salaries, and increasing as of 2015 a salary month until the 20 salaries are completed by 2017.

ARTICLE 96:

Workers who are pregnant and who have given birth shall mandatorily enjoy a leave of one hundred twenty calendar days. In the postpartum period, this leave may not be less than sixty days. To avail of this right, workers may enjoy indistinctively two months before and two months after the delivery or one month before and three months after the delivery. In case of twin birth, the worker shall enjoy a five-months leave, in case of triplets or more, she shall enjoy a six-month leave. In case of a preterm birth, the worker shall have the right to cumulatively enjoy the term that would correspond as prenatal leave. In case the child is born dead or dies at birth, the mother shall enjoy a leave not less than thirty working days.

ARTICLE 97:

Any mother in breastfeeding period has the right to a two-hour leave per day to breastfeed her baby. These hours may be enjoyed continuously during the day or split them one hour in the morning and one hour in the afternoon, for a six-month period, which may be extended upon medical prescription by the physician from the University or from the Costa Rican Social Security Administration.

CHAPTER II OCCUPATIONAL HEALTH REGULATIONS

ARTICLE 98:

The University, as established in article 193 et. seq. from the Labor Code and International Conventions of the International Labour Organization, shall take the actions required to protect the life and health of workers where health is understood under the terms established by the World Health Organization (WHO) while rendering their services or during the time they are at the workplaces, and while commuting from their house to their workplaces and vice versa.

ARTICLE 99:

Through visible signs and in the university communication media, the University shall inform workers about their obligations regarding occupational risks. Workers must mandatorily follow the provisions in this regard set forth in the Labor Collective Agreement and in the corresponding laws and regulations.

ARTICLE 100:

For the labor force that develops tasks considered as dangerous due to the absorption and retention of toxics, the instance responsible for looking after the occupational health and life quality, the Health Department, supported by the Occupational Health and Labor Life Quality Committee are responsible for determining the positions that pose these risks and for defining the actions for granting the prophylactic leave required.

ARTICLE 101:

The University, through the instance defined in the internal regulations and in coordination with the corresponding experts, shall establish strict control measures on hazardous materials and on the proper operation of the work equipment used to handle them. The person in charge of controlling this material and equipment should submit periodic reports to the competent institutional instance pursuant to the internal regulations, and to the directorate of the corresponding academic or administrative unit.

TRANSITORY PROVISION

Within a term of no more than one year, the University should define in its internal regulations, the instance responsible for ensuring the control of hazardous materials, as well as for the proper operation of the work equipment.

ARTICLE 102:

The University undertakes to provide supplies and personal protection equipment to all those workers who, due to the nature of their tasks, are exposed to work-related accidents and diseases. Additionally, the University shall undertake to keep the said equipment and supplies in perfect conditions. Using the said equipment and supplies shall be a mandatory obligation for workers.

ARTICLE 103:

Through the instance defined in the internal regulations, the University shall periodically establish occupational hygiene and safety courses, as well as other courses that promote

the labor life quality (considering psychosocial risks, among others), which shall be mandatory for all workers who, due to the nature of their work, are exposed to work-related accidents or diseases and that require the said training or update.

ARTICLE 104:

For workers who change their post and those newly hired, the University shall establish, through the Health Department, a medical examination related to the risks and requirements that may result from their work process. This examination shall be made pursuant to the laws and regulations in force with regard to health. The said examination shall be mandatory every six months for those workers who work with toxic materials or pathogens.

ARTICLE 105:

The University shall keep the company doctor system for the personnel of the Institution and shall render nursing, dentistry, and emergency services. The latter shall provide transportation service.

ARTICLE 106:

The University shall keep a first-aid kit at each workplace and in its vehicles. The said kit shall include at least the items and medicine set forth in the General Regulations for Occupational Risks.

ARTICLE 107:

The University should provide the following to vigilantes: flashlights, thermos, raincoats, umbrellas, revolvers, handcuffs, whistles, and boots. Additionally, it shall provide access to the proper means such as: telephone, table and chair for the personnel to efficiently fulfill their tasks.

ARTICLE 108:

The University shall guarantee the proper protection when a worker performs works that imply the transfer or custody of securities in night shifts and outside the campus.

ARTICLE 109:

An Occupational Health and Labor Life Quality Committee composed of four members - two of them appointed by the Rector's Office and two of them by SITUN shall be established. Additionally, each party shall appoint an alternate. Moreover, these members should have the capacities required in the regulations of the committee.

The purpose of the Committee shall be to help in the definition and implementation of the occupational health and occupation life quality policies.

ARTICLE 110:

The National University shall execute a Compulsory Occupational Risk Insurance Agreement at the National Insurance Institute that shall protect all its agricultural, maintenance, surveillance, publications workers, mechanics, messengers, janitors, construction workers, drivers, laboratory workers, cashiers, workers who perform field work, extensionists, and other workers who request it due to the type of service they render.

**CHAPTER V
ECONOMIC BENEFITS**

**CHAPTER I
ECONOMIC BENEFITS OF THE EMPLOYMENT CONTRACT**

ARTICLE 111:

The parties shall execute the corresponding arrangements for the following:

- a. Facilitate to University workers the purchase of material produced by UNA at cost.
- b. Establish agreements with the national publishing houses for them to grant at least a 20% discount when purchasing bibliographic materials to the University workers.
- c. Establish a covenant with the university co-op bookstore so that the imported bibliographic materials are granted to the University workers at least with a 20% discount.
- d. Make the corresponding arrangements to grant the university co-op bookstore tax exemption for importing books, magazines, and other work materials.

ARTICLE 112:

The University shall grant facilities to its workers who require support to prepare their thesis or graduation activities. For this purpose, the interested party should submit the corresponding request to the corresponding Vice rector or to the Rector, thoroughly indicating the types of support required.

ARTICLE 113:

The University shall establish an economic benefits policy for those workers who somehow get trained to perform their work in a more efficient way. The Academic and Administrative Career regulations shall establish the incentives, the type of work being performed, the

type of additional training received, and the economic and social benefits that may correspond to the worker receiving the training.

ARTICLE 114:

Leaves enjoyed by workers who worked for the *Escuela Normal Superior* (Teaching-Training College) before working at the University do not interrupt or suspend their labor relation; consequently, their time shall be computed necessarily for salary increase purposes, annuities, seniority, and other benefits included in this Agreement and in other labor laws, as established in article 31 of this Agreement. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 115:

The University shall provide transportation services to workers of the Faculty of Health Sciences and from the Regional Division of Pérez Zeledón. In the latter case, the transportation shall be provided from the Regional Division of Pérez Zeledón to the corresponding farms, and from the first Regional Division of Pérez Zeledón to its branches in those situations when there are at least three (3) workers who require the service.

ARTICLE 116:

The University shall provide the Surveillance Division with the vehicles required for its personnel to be transported from and to the workplaces out of the city of Heredia, at the beginning and at the end of their work shifts.

ARTICLE 117:

The University shall enable proper facilities for eating facilities of their workers.

ARTICLE 118:

Administrative workers or administrative professors who have to take a position of a category higher than the one being performed or who are overloaded with administrative or academic tasks for terms equal to or greater than ten working days, shall be additionally paid in the corresponding amount. Overloads for less days shall be accrued and be processed when the said number of days is reached. For those who do not accrue this number of days, the corresponding amount shall be paid by the end of the year upon prior authorization from the Superior Authority.

ARTICLE 119:

The University shall provide location pay to academic or administrative workers from Regional Campuses when they have to move their residence to the place where the corresponding Campus is located, pursuant to the Location Payment Regulations;

therefore, it becomes a right as long as the conditions that originated the granting are kept. The location pay request is imprescriptible. The payment shall be proportional to the shift dedicated in the regional campuses.

The location pay amount shall be established in the internal regulations, and it shall not be less than 18% of the base salary of the worker.

ARTICLE 120:

The University may not withhold the location pay due to budgetary reasons or due to other reasons since it is part of the salary. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 121:

The University undertakes to annually readjust the amount of the allowances to its scholarship holders, pursuant to the corresponding technical study prepared under the responsibility of the Scholarship Board.

ARTICLE 122:

In December, the University shall grant an additional allocation to the scholarship holders as established by the University Council for this purpose.

ARTICLE 123:

For purposes under direct control of the administration, i.e., time worked, promotions, annuities, estimation of vacations, payment of prior notice, severance assistance, belonging to the Full-time Commitment System, etc., the labor relation of those workers who hold or have held a scholarship from the University shall be understood as uninterrupted. In all those cases where the University provides economic support to a scholarship holder, it shall continue to pay, within the corresponding amount, the fees to the National Teachers Federation Pension and Retirement Board. UNA shall seek to enter into agreements with the Costa Rican Social Security Administration and with the National Insurance System to protect its scholarship holders abroad in case of disease, leaves, or common or professional accidents when scholarship holders, due to any reason and temporarily, have to return to the country.

ARTICLE 124:

The University undertakes to cover and pay the policy of the National Teachers Federation Insurance Company when the worker, due to a scholarship, is excluded from the payroll system. Therefore, it shall include in the clauses of the agreement a provision that establishes the enjoyment of that benefit as part of the scholarship allowances granted by the University. It is the worker's responsibility to make the corresponding procedures before the National Teachers Federation Insurance Company.

ARTICLE 125:

When a current worker or a retired worker from the University dies, the University shall provide, as funeral expenses, the amount of thirty thousand colones, which shall be paid to the worker's relatives by following the order established in article 85 from the Labor Code and upon submission of the death certificate. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 126:

Any University worker who studies at the institution shall have the right to be assigned full exemption for the payment of tuition fees. This amount shall be equal to the cost of credits to be paid as tuition fees.

ARTICLE 127:

Those workers who hold the post of cashiers shall have a six-monthly allowance of forty thousand two hundred fifty colones to cover the cash deficit and surplus. This amount shall be annually readjusted. The differences shall be recognized exclusively when the cashier reports and records them as so the same day when they occur. If all the differences of the semester exceed the amount assigned, they should be covered by the cashier through a payment arrangement determined by the administration. In case the differences are less than the said amount, the allowance shall be settled in favor of the cashier. The Financial Management Program should assess this fund in order to annually adjust the amount regarding los net cash.

ARTICLE 128:

The University shall provide all workers from the Cashier's Section a policy for cash in transit.

ARTICLE 129:

The University shall keep a proper accommodation and transportation service for night security officers.

ARTICLE 130:

Pursuant to the policies approved, the University shall keep all its vehicles insured, and they should be kept in perfect operation conditions. Additionally, those vehicles should carry all the accessories required by the Road Traffic Act in force.

ARTICLE 131:

The University, through its Legal Counseling Department, shall mandatorily assist all drivers and workers in those proceedings which, due to car accidents with a vehicle that belongs to the Institution, are followed at the judicial courts. Moreover, the University shall keep updated the amount of the vehicle insurance policy so that in case of accidents it covers the corresponding expenses and indemnifications derived from the civil liability insurance against injuries or death.

Should a conflict of interests occur regarding the simultaneous defense of the University and the workers, the Legal Counseling Department shall inform it to the institutional authority determined in the internal regulations, in order to define alternative measures for legal representation of workers.

Additionally, in case a University worker is deprived of his/her liberty due to a car accident while exercises his/her work, the University shall pay the bail. The corresponding amount shall be returned to the Institution; in case of guilt, the driver shall pay the amount in no more than 12 monthly payments.

ARTICLE 132:

The University shall annually provide uniforms or work coats -as it may correspond, appropriate for weather conditions and for the type of job, to all workers such as: security personnel, personnel from the Maintenance and Construction Division, gardening personnel, agricultural personnel at farms, janitors, multi-purpose operators, laboratory technicians, publications personnel, mechanics, warehouses, libraries, and health workers. Initially, the University shall provide at least three complete uniforms, and, upon submission of a torn uniform, it shall replace it immediately. With no exceptions, all workers are required to use the equipment and uniform required by the safety and hygiene conditions. For making the uniform, opinions in this regard from workers in the corresponding units shall be considered.

ARTICLE 133:

The University shall cover its workers' expenses regarding allowances and transportation inside and outside the country, pursuant to the table of travel and transportation expenses from the Office of the Comptroller General of the Republic. The amounts should be annually budgeted and should be readjusted every time the Office of the Comptroller readjusts them.

ARTICLE 134:

The University shall timely pay, on the dates established for this purpose, all its obligations as employer corresponding to social benefits before the corresponding entities: Costa Rican Social Security Administration, *Banco Popular*, National Teachers Federation Pension and Retirement Board, Social Benefit Fund, and others, as well as those

established in this Agreement, and it shall bimonthly inform to the Union that it is up to date regarding the payment of its aforementioned legal obligations through certifications issued by the University Audit. The University is responsible for any damage resulting from the failure to comply with these obligations.

ARTICLE 135:

The parties undertake to promote the establishment of an interinstitutional agreement with the other national state universities aimed at allowing their workers to take courses exempted from the payment of tuition fees at any of those universities. This benefit shall be reciprocal.

CHAPTER II

**FUND FOR FINANCING SOCIAL BENEFIT PROJECTS
OF THE UNIVERSITY WORKERS**

ARTICLE 136:

The University and SITUN agree on keeping the Social Benefit Fund running with the purpose of preparing and executing activities that promote the wellbeing of the Institution workers and their families. The FUND shall coordinate the administration of the social welfare programs currently being executed, as well as those developed and provided in the future.

ARTICLE 137:

The projects and their priorities shall be developed by the Board of Directors of the FUND based on the feasibility studies that so determine, and by considering the following aspects:

- a. Housing
- b. Food and clothing
- c. Health
- d. Transportation
- e. Recreation
- f. Rest
- g. Education.
- h. Others deemed appropriate pursuant to the criterion of the Board of Directors.

ARTICLE 138:

The FUND shall be administered by the Board of Directors, which is composed as follows:

- a. Three members representing the National University and appointed by the Rector.
- b. Three members representing workers and appointed by the Union. The quorum shall be composed of four members of the Board of Directors. For agreements to be valid, the

affirmative vote of at least four members is required.

ARTICLE 139:

The appointments of the members of the Board of Directors shall be for two years. Upon termination of the appointments, they may be extended. At least one of the members of each party should have a diploma or university degree in one of the Economic Science fields.

ARTICLE 140:

The Board of Directors shall internally appoint a chairman, who shall have the right to double vote in the event of a tied vote. The chairmanship shall rotate for terms determined by the Board of Directors.

ARTICLE 141:

There shall be an Executive Director appointed by the Board of Directors, who shall have an academic degree from one of the Economic Science fields.

ARTICLE 142:

The FUND shall be attached to the University and shall have its own administration. The tasks of the Board of Directors shall be established in its corresponding regulations.

ARTICLE 143:

Under no concept, the monies from the FUND may be used to pay the labor obligations or any other type of obligations of the National University, except funds established in paragraph c) from article 147.

ARTICLE 144:

The University undertakes to grant the corresponding paid leave to the members of the Board of Directors for exercising their tasks for the time required.

ARTICLE 145:

The Institution may perform, at least, one audit per year regarding the financial management of the institutional public resources transferred to the Fund.

ARTICLE 146:

There should be a permanent reserve of income pursuant to the monetary guidelines established by the Central Bank (*Banco Central*), which may be invested in bonds, short-term deposits and other securities with liquidity and are supported by State institutions.

ARTICLE 147:

The FUND shall be financed by the following resources:

- a. 2.5% over total salaries monthly paid, contribution from the University.
- b. 2.5% over the total monthly salary, minimum voluntary contribution from workers.
- c. The amount corresponding to the prior notice annually budgeted by the University for this purpose. This item shall be available for the University every time it should make any expenditure regarding these concepts.
- d. The severance funds transferred by the National University to the Employees Social Benefit Fund at the National University, by request of the interested worker, which shall be intended to cover, in due time and in whole or in part, severance assistance of the claimant worker(s). The resources shall be credited to the corresponding individual account of each worker, who shall be the direct beneficiary and sole owner(as) of the funds transferred. Provisions regarding the way to manage the resources shall be established in a specific agreement executed by the parties prior to the transfer of funds.
- e. Donations or any other type of income obtained by the FUND.

ARTICLE 148:

The University shall monthly and mandatorily deposit to the checking account of the FUND, the amounts indicated in paragraphs a), b), and c) in the article above.

ARTICLE 149:

The University, pursuant to the mechanisms established by law, shall execute the arrangements required for granting the corresponding endorsement to the external financing operations managed by the FUND to fulfill its objectives. (Repealed pursuant to Addendum dated on October nineteenth, two thousand eleven)

ARTICLE 150:

The National University shall provide the corresponding administrative services for payroll deductions and for the automation of accounting systems and other systems of the FUND. Moreover, it shall provide a facility for developing its tasks.

ARTICLE 151:

Voluntary savings from workers shall be administered pursuant to a project approved by the Board of Directors and which includes the following objectives:

- a. Incentive to savings through an appealing interest policy.

- b Advantages in receiving benefits from projects of the FUND.
- c Facilities for personal loans with moderate interest rates.

ARTICLE 152:

The University may, along with SITUN and the Social Benefit Fund, develop social interest, academic, and institutional projects.

ARTICLE 153:

The Boards of Directors of the Children’s Center and of the Recreation Center shall be composed of three (3) representatives from the Union and two (2) representatives from the University, appointed by the Board of Directors of the FUND as per proposal by the parties.

ARTICLE 154:

The Board of Directors of Children’s Centers shall set the details of their operation by establishing the regulations, which should necessarily include at least: admission requirements, fees, schedule, services to be rendered, professional preschool education. The aforementioned regulations should include the rules that guarantee that childcare centers shall never be used as experimental laboratories using children.

**TITLE VI
UNION GUARANTEES**

ARTICLE 155:

The University undertakes to grant paid leaves of absence to its workers for them to attend courses, seminars, congresses, conferences, or other events related to union matters, either in the country or abroad, upon reason and documented proposal by the Executive Committee of the Union. These leaves shall be directly processed by the University Rector’s Office provided that they do not exceed six months. Greater terms shall be processed before the University Council. These leaves may not exceed, in total, the equivalent to full-time shifts for 12 months.

ARTICLE 156:

Any action by the administration that affects the union representatives shall be absolutely null and void for the following reasons:

- a. Their condition as such representatives.
- b. The activities they developed in the exercise of their tasks. Moreover, any action by the

administration that affects a worker due to his/her condition of affiliate or due to the activities he/she performs for the Labor Union of the National University shall be absolutely null and ineffective.

ARTICLE 157:

The members of the Executive Committee of SITUN, the members of the Legal Counseling Department, the members of the Branch and Liaison Committees, as well as their delegates before those instances where the Union has representation pursuant to this Agreement or to the university legal ordinance are considered as union representatives.

ARTICLE 158:

No union representative may be dismissed without the prior decision of the Labor Relations Board. This same procedure shall be indispensable when the working conditions of the union representatives have been modified to their detriment. The decision of the Labor Relations Board may be appealed before a Court composed of an arbitrator from each party and a third arbitrator appointed by mutual agreement of the other two arbitrators. The Junta shall issue its decision with priority over any other matter.

ARTICLE 159:

The protection set forth in the previous article shall apply to all those who have stopped being union representatives for a two-year term. The said term shall begin as of the time when their representation has finished.

ARTICLE 160:

When it is alleged that the dismissal of a union representative or that any adverse change in his/her working condition is discriminatory, the University should justify the measure prior to the action.

ARTICLE 161:

When a worker is deprived of his/her liberty through the administrative or judicial authorities, due to actions specific to his/her union tasks or as a result of his/her participation in activities institutionally organized, and until his/her legal situation is resolved, the University shall pay the salaries corresponding to the period while his/her deprivation of liberty lasts.

ARTICLE 162:

The University assumes the following obligations:

- a. The University shall not process any affiliation or disaffiliation to/from the Union if it has

not been informed by the Union. The Union undertakes to inform about the disaffiliation to the Personnel Department within a maximum term of one month as of the worker's arrangements.

- b. The University shall deduct the extraordinary fees approved by the General Assembly
- c. of the Union to its affiliates just by verifying the existence of the agreement that authorizes it.
- d. The University also undertakes to deduct from the workers' salary any additional amount they authorize on behalf of the Union.
- e. The Treasury Department of the University shall monthly draw checks to the Finance Secretary of the Union, for the total amount of the aforementioned deductions along with the corresponding payroll. The said payroll shall include the following: name, position, salary, affiliate's workplace, and deduction amount.
- f. The University shall cover to the Union any amount in which he/she is affected for not deducting the union dues.
- g. The University shall inform the Union, by its request, about any income, paid or unpaid leave, scholarship, relocation, exchange, resignation, medical leave, substitution, and dismissal.

ARTICLE 163:

The University undertakes to provide display boards, boards for the Union to inform about union matters at main offices, regional divisions, at the university campus, and at all those locations or workplaces that have more than ten workers. Publications should include the seal of the Union.

ARTICLE 164:

The University undertakes to grant paid leaves, for up to the time agreed by the parties, to those workers who have any mission of representation in those instances set forth by this Agreement, as well as in all those university areas where the Union is represented. Delays in the work that are generated as a consequence of the enforcement of this article, are not attributable to the worker.

ARTICLE 165:

Any worker who has any type of paid union leave pursuant to Article 155 of this Agreement should effectively work for the University at least a 10-hour shift of the shift for which he/she has been hired, except the General Secretary of SITUN, who may have full-time union leave.

ARTICLE 166:

The University shall grant the following paid leaves for executing the union tasks:

- a. Up to seven full-time shifts to be distributed among the members of the Executive Committee of the Union. In case of collective conflict, the members of the Executive Committee and of the Branch Committee Council, as a whole, shall be allowed to not attend work and permanently hold a meeting until it is resolved.
- b. Up to ten hours per week to each Branch Committee -to be distributed among the members of the Board of Directors, to execute union-related tasks.
- c. Up to half time for it to be distributed among the representatives of SITUN before national and international bodies to which the Union belongs.
- d. For these purposes, the corresponding employment actions should be generated.

The General Secretary shall be guarantor of the proper use of the union leaves of absence.

ARTICLE 167:

The University shall grant a full-time shift for the Legal Counseling Department of SITUN at the choice of the Union. The Union may choose to request the National University to hire the attorney(s) appointed by SITUN for the aforementioned period. For this purpose, the University shall allocate in its annual budget and shall transfer to SITUN an item for this hiring. The category of this officer shall be included to the category of Attorney II, which is established in the University Manual for Post Classification and Rating.

ARTICLE 168:

The time of the union leaves and the time of leaves of absence in those areas where the Union is represented shall be considered, for all purposes, as part of the time actually worked for the University.

ARTICLE 169:

The University shall grant a leave of absences to those affiliates of the Union to attend the meetings it calls. In these cases, SITUN should inform the Rector's Office or the General Secretariat of the University with a three-day prior notice, except in urgent cases or cases of force majeure -for which it can inform with a 24-hour prior notice. In the case of meetings at the workplace, the leave of absence may be also processed before the superior authority.

ARTICLE 170:

Upon prior request from the Executive Committee of the Union to the corresponding body, it may authorize the Union to inform about its activities at: School or Faculty Meetings, university forums, and other deliberative instances.

ARTICLE 171:

The University shall facilitate to the Labor Union a house or facility which, to the extent

possible, should have the following: at least eight offices, two restrooms, a telephone extension from the telephone exchange of the National University, and a classroom suitable to develop educational and cultural activities. The University shall look for the said property and shall consider the options suggested by the Union. Moreover, it shall provide to SITUN an office properly equipped at the *Omar Dengo* University Campus and offices at each of its regional divisions. It shall also facilitate the use of auditoriums and meeting rooms of UNA, upon prior communication of the Union to the Rector's Office, in order for it to effectively develop its activities. The University shall seek to provide surveillance service to the Union Hall.

ARTICLE 172:

The University, within its capacity, shall provide all type of facilities to the Union for it to use publications equipment, computer services, and audiovisual equipment. For this purpose, it shall provide all materials required. Moreover, it shall provide its vehicles for performing the union tasks. The University shall provide its sport facilities and the transportation for the union-related sports teams. When the Union requires any of these services, it shall comply with the regulatory provisions in force.

ARTICLE 173:

The University, within its capacity, undertakes to allow SITUN the use of the equipment and devices it requests, and which are necessary for its operation and equivalent to the sum of seventy-five thousand colones per year. SITUN should justify the request before the Vice Rector for Administration which shall submit it -with its approval for processing it, to the Supplies Department. The aforementioned amount shall be used according to the inflation rate (taking the sum of seventy-five thousand as a basis).

ARTICLE 174:

The University undertakes to grant the workers' representatives proper facilities to allow the fast and effective performance of their tasks at any facility.

ARTICLE 175:

In conflict situations, or whenever serious circumstances so required, the Rector or the General Secretary shall grant an urgent hearing to the President and to the General Secretary of SITUN

**TITLE VII
FINAL PROVISIONS**

SOLE CHAPTER

FINAL PROVISIONS

ARTICLE 176:

For all labor purposes pursuant to provisions in this Agreement, the University shall be considered as sole employer of workers who start working at the Institution and who, have previously rendered their public service at other public entities, either state or non-state and in the programs, projects, and activities financed to UNA by national or international organizations.

ARTICLE 177:

The University shall edit a monthly gazette where it shall publish the main agreements regarding university policy, matters of common interest, and those matters affecting the rights of the University workers in general taken by the University Assembly, the University Council, the Academic Council, the Central Research and Outreach Council, Scholarship Board and Labor Relations Board. The Union may request the publication of specific matters regarding the aforementioned matters.

ARTICLE 178:

The University shall discuss and review with the Union, prior to its effective date, the Internal Labor Regulations that shall govern at the Institution, as well as any other similar or equivalent rules that affect labor relations in one or some workplaces. Any conflict or disagreement in this regard shall be solved by the Ministry of Labor -in the case of the Regulations, and by the Labor Relations Boards -in the case of the aforementioned rules.

ARTICLE 179:

The University shall respect and put into effect all and any of the clauses approved of this Agreement as of the time of its execution and shall keep them and respect them as vested rights. All individual or collective rights herein stated and in previous agreements are inalienable.

ARTICLE 180:

The University shall annually budget the items required for the strict compliance with all the obligations arising or deriving from this Collective Agreement. The legal representative(s) of the Institution shall ensure the full compliance with this article.

ARTICLE 181:

The representatives of the parties from the different instance created or stated in this

Collective Agreement may be substituted at any time by request of their parties.

ARTICLE 182:

The rights and actions of workers resulting from this Agreement expire in a year as of the termination of the labor relation.

ARTICLE 183:

Pursuant to article 61 from the Political Constitution and to paragraph a) from article 369 of the Labor Code, workers of the National University, once the conciliation process has been exhausted, shall have the right to go on strike within a one-month term. In this case, under no concept the said procedure may be extended if there is not express written consent from the Labor Union of the National University.

ARTICLE 184:

The Union and workers keep the benefits derived from the previous Agreement, from their individual agreements, the custom and practice that favor the worker and the good performance of the Institution, as well as provisions included in the Labor Code and in the Organic Statute, except the modifications included in this agreement, in matters where they go beyond the aforementioned regulations.

ARTICLE 185:

This Agreement shall be valid for three years, without prejudice that one of the parties requests to renegotiate one or some of its articles. It shall be in force as of it is signed. The National University and SITUN shall discuss and subscribe a new Collective Agreement, whose project should be submitted at least two months prior to its expiration. In this regard, the contracting parties undertake to agree the extensions required of this Agreement until the new one comes into effect.

The parties undertake to not unilaterally cancel this Agreement. Should the term elapse and a new Collective Agreement has not been negotiated, this Agreement shall be extended for a period equal to the current validity.

ARTICLE 186:

All the actions and decisions of the University Council, Rector's Office, Rector's Cabinet, Academic Council, Vice Rectors' Offices, and other university bodies that formally or significantly contravene the provisions of this Agreement are repealed, except the University Assembly.

**TITLE VIII
COMPLEMENTARY PROVISIONS**

**CHAPTER I
COMPLEMENTARY PROVISIONS**

ARTICLE 187:

It is hereby established that the individual and collective rights included in this Collective Agreement shall be protected by mutual agreement in the future negotiations between SITUN and UNA.

ARTICLE 188:

The rights granted by this Collective Agreement may not be modified or limited through internal regulations.

ARTICLE 189:

The University, in order to develop better labor practices, shall create a regulatory framework that promotes innovative types of work in those areas where this type of work organization is possible, provided that this does not infringes the individual and collective rights of workers. This regulatory framework shall be negotiated with SITUN.

ARTICLE 190:

By mutual agreement with the worker, the corresponding superior authority may authorize leaves of absence for physical exercise, provided that there is not detriment to the service rendered to the Institution and as long as he/she makes up for the corresponding time.

ARTICLE 191:

The University shall pay the full salary of its workers -both, from the academic and from the administrative sector, for monthly periods and paid in two installments: an advance of 40% of the salary -paid not later than on the 15th day of each month, provided that the deductions of the worker do not exceed 55% of the total salary, and the second payment of 60% not later than on the 30th day of each month, except in December -when a single payment shall be made not later than on the 22nd day of that month.

ARTICLE 192:

The University establishes the school allowance as a right of workers, under the terms established by the national regulations.

ARTICLE 193:

For the purpose of estimating the annuity of workers, la summation or equivalent to 11 months and 30 days of appointment shall be considered as an annuity.

ARTICLE 194:

The University shall recognize the continuity and experience of workers by paying in the salary a 3% per each year recognized and worked at other national state university centers members of the National Council of Rectors. It shall also recognize a 2% of annuity per year worked in the rest of the state public sector and in the non-state public sector. This recognition shall be effective as of the date when the request is submitted by the interested party and when the supporting documents are properly submitted, as established in the regulatory procedures.

ARTICLE 195:

In the corresponding regulations, the University shall exceptionally establish an incentive as a recognition of time worked in exclusively academic activities at university centers or at research centers abroad, or at international bodies based in Costa Rica that are involved in academic tasks -upon prior assessment of the references by the competent authorities. The recognition shall be 2% annually per each year worked, and for up to 10 years. This recognition shall be effective as of the date when the request is submitted by the interested party and when the supporting documents are properly submitted, as established in the regulatory procedures.

TRANSITORY PROVISION:

This incentive shall be applied once the Regulations for Contracting Professors and Increasing Work Shifts has been approved.

ARTICLE 196:

For purposes of estimating overtime hours, bonuses for increasing in the work shifts mentioned in article 33 of this Collective Agreement shall be added as part of the total salary.

ARTICLE 197:

The University shall protect its workers while executing the tasks specific to their position, through the occupational risk insurance or the insurance that may correspond, either if performed inside or outside the university facilities or under their regular schedule.

Moreover, it shall seek to insure the equipment of the Institution that their workers should use. In case of proven negligence, the workers shall be responsible for any theft or damage to the equipment.

ARTICLE 198:

The Academic Units are the ones in charge of defining the profiles of workers from the academic sector that will be hired for developing their activities in general. The Directorate is responsible for looking after that its unit determines the available vacant shifts it shall require, and for making the necessary arrangements for its conversion pursuant to the regulations in force. For this purpose, it should respect the criterion of keeping maximum 10% of total shifts of the Unit under a fixed-term status, in order to fulfill temporary works and tasks (greater percentages should be duly justified and approved by the Vice Rector for Academic Affairs).

Those workers who perform or have permanent tasks should be hired on a permanent basis, this is, as tenured workers. Therefore, any worker who has had consecutive full-time appointments for a five-year term within the same academic unit, and has shown suitability in the position, has the right, once this period has been fulfilled, that his/her academic unit starts the process to execute a selection process by competitive exam for the said shift, provided that it is an available vacant shift.

In those cases of available vacant shift that have been duly reserved for workers holding a scholarship and have an agreement of future rendering of services, they should be kept for the time when the said workers return from their corresponding scholarships. In these cases, for computing the five years, the scholarship period shall not be considered, -neither for purposes of fulfilling the period nor as an element that interrupts it.

The aforementioned term is a maximum term; therefore, it does not prevent the Academic from performing the conversion procedure of the tenured shift before fulfilling the said period.

TRANSITORY PROVISION:

Within a maximum term of one year, the Human Resources Development Program with the Information Technology Directorate, should coordinate the following:

- a. That the controls required to identify the types of academic work shifts are included in the information systems of human resources.
- b. That workers are identified according to the type of shift in which they are being hired.
- c. That the policies, procedures, and management instruments that regulate the conversion of the fixed-term shifts to available vacant shifts are established.
- d. That the policies for the transition from available vacant shifts to tenured shifts are established.

- e. That the temporary policies that regulate the conversion of the available vacant shifts to tenured shifts of those cases that, by the time of publication of the policies, already have five or more years of employment in available vacant shifts are established.
- f. That the procedures for the conversion of the available vacant shifts to tenured shifts pursuant to the policies prepared according to paragraphs c and d are executed.

ARTICLE 199:

In the case of the administrative sector, when a worker has been appointed full time on a consecutive basis in an available vacant shift for three years and having shown suitability for the position, he/she has the right to have the Executing Unit to perform the procedure to start the tenured assignment of the said shift, pursuant to the normative in force.

This term is a maximum term; therefore, it does not prevent the executing unit from performing the conversion procedure of the tenured shift before completing the said period.

TRANSITORY PROVISION:

Within a maximum term of one year, the Human Resources Development Program with the Information Technology Directorate, should coordinate the following:

- a. That the controls required to identify the types of administrative work shifts are included in the information systems of human resources.
- b. That workers are identified according to the type of shift in which they are being hired.
- c. That the policies, procedures, and management instruments that regulate the conversion of the fixed-term shifts to available vacant shifts are established.
- d. That the policies for the transition from available vacant shifts to tenured shifts are established.
- e. That the temporary policies that regulate the conversion of the available vacant shifts to tenured shifts of those cases that, by the time of publication of the policies, already have three or more years of employment in available vacant shifts are established.
- f. That the procedures for the conversion of the available vacant shifts to tenured shifts pursuant to the policies prepared according to paragraphs c and d are executed.

ARTICLE 200:

A worker shall be hired in fixed term shifts only to carry out activities with a definite period, which may be effectively framed within the period; namely, cases by substitution, execution of specific projects with a fixed execution term, for a specific work, through a non-regular budget, and highly qualified tasks within the curricular plans.

The person hired shall have the right to have his/her appointment extended in the same position and for the same work shift, provided that the original need and conditions under the agreement are kept.

The said agreement should clearly specify the dates (start date and end date) of its validity; therefore, the worker shall know that this type of appointment does not generate rights regarding the possibility of holding the said tenured shift later.

TRANSITORY PROVISION:

Within a maximum term of one year, the Human Resources Development Program with the Information Technology Directorate, should coordinate the following:

- a. That the controls required to identify the corresponding types of academic work shifts are included in the information systems of human resources.
- b. That workers are identified according to the type of shift in which they are being hired.
- c. That his/her employment contract specifies the type of agreement, the type of shift, and its duration.

ARTICLE 201:

In the case of hiring for an indefinite period of time, the University shall seek to hire its workers full time pursuant to the regulations in force. Shorter shifts should be justified by the workplaces.

Any worker with a tenure in partial shift but who works full time in the same executing unit, and that complies with provisions in articles 45 or 46 -as it may correspond, has the right to have his/her tenured shift completed as a priority.

TRANSITORY PROVISION:

Within a maximum term of one year, the Human Resources Development Program with the Information Technology Directorate shall generate the procedure to guarantee the compliance with this article.

ARTICLE 202:

Appointments by substitution shall be made for the entire period required for covering the post holder; for example, a leave generated to hold a university post or public office, an unpaid leave, a study leave, a scholarship leave, a leave for union activities, a leave for temporary promotion, a sabbatical year, representation in institutional bodies or where the National University has representation, or any other type of personnel transfer specific to the institutional dynamics. However, in case the post holder wanted to return to his/her work before the termination of the leave, he/she should inform it in writing to his/her superior authority with a two-month prior notice. Therefore, the substitution shall be modified under the said terms.

Exceptions should be approved by the higher instance pursuant to the contracting regulations for academic and administrative workers.

TRANSITORY PROVISION:

Within a maximum term of one year, the Human Resources Development Program with the Information Technology and Communication Directorate, shall generate the procedure to guarantee the compliance with this article.

ARTICLE 203:

The University may form a medical assessment committee to review, monitor, and recommend administrative measures in the case of repetitive diseases and when the treatments prescribed by a medical specialist are not followed. This committee shall have the power to request to the Costa Rican Social Security Administration, medical reports, and specific assessments by medical tribunals.

ARTICLE 204:

The University shall provide the same protection for diseases or occupational risks and accidents to those workers holding a scholarship, with paid leaves, or with an unpaid scholarship -pursuant to agreements between institutions, in those cases that experience any medical contingency. In official trips, the University shall subscribe insurance agreements with insurance companies in the country that have subsidiaries or medical assistance contracted abroad.

If, upon the return of a worker to the country, there are health effects and damages due to the medical contingencies occurred abroad, the University shall provide assistance and shall cover the costs in order to certify all the medical documentation, for continuing the treatment in the country through the medical insurance companies.

ARTICLE 205:

The University undertakes to keep an instance responsible for looking after the occupational life quality and health of its workers. Its guidelines and decisions are mandatory, pursuant to the laws in force.

ARTICLE 206:

The University, through the instance defined in the internal regulations, shall periodically assess the risky occupational conditions at the different workplaces. On its part, the Health Department shall periodically assist workers at occupational risk, by their request or by request of their immediate boss.

ARTICLE 207:

The University, through the instance defined in the internal regulations in coordination with the corresponding experts, shall establish strict control measures on hazardous materials and the proper operation of the work equipment used for handling them. The person in charge of controlling these materials and equipment, should submit periodic reports to the competent institutional instance pursuant to the internal regulations, and the directorate of the corresponding academic or administrative unit.

TRANSITORY PROVISION:

Within a term of no more than one year, the University should define in its internal regulations, the instance responsible for looking after the control of hazardous materials, as well as for the proper operation of the work equipment.

ARTICLE 208:

According to the institutional planning, the University shall allocate resources to fulfill provisions in the Occupational Hazard Law and to provisions in the Ley 7600 and its contractual obligations.

ARTICLE 209:

The University shall perform preventive and corrective actions in order to promote a harmonious and respectful labor environment that includes diagnoses associated to the workplace environment, psychological care of the labor population, training, among others.

ARTICLE 210:

The parties agree on promoting gender equity and mainstreaming, as well as respect to diversity of all people in different environments.

ARTICLE 211:

The Parties undertake to promote a healthy and ecologically sustainable environment internally and externally; therefore, their practices and policies should conform to the said purpose.

CHAPTER II WORKPLACE HARASSMENT

ARTICLE 212:

The University recognizes workplace harassment as the conduct produced at the workplaces and that leads to a situation in which a university worker or group of university workers exert psychological violence on a systematic and recurrent way for a period of time, on another/other university worker(s), with whom he/she has an asymmetrical power relation or in the same level and in order to destroy the communication networks of the victim or victims, destroy their reputation, disrupt the fulfilment of his/her tasks, emotionally

and intellectually intimidate, reduce, intimidate and deplete the victim with the aim of removing him/her from his/her workplace or to fulfill the need of attack, control, or destroy.

The University shall adapt this chapter to the approval of the corresponding national legislation in all matters where they go beyond.

Anything regarding sexual harassment is governed by the Regulations for preventing, investigating, and sanctioning sexual harassment, included in GAZETTE N° 06-2010 dated on April 30th, 2010, and it may be updated pursuant to the criterion of the Institution.

ARTICLE 213:

The University shall create the corresponding instance for managing workplace harassment, in which SITUN shall have representation. The said instance shall be technical. The institution shall provide it with the conditions required for its proper operation.

TRANSITORY PROVISION

The University, within a term of no more than one year, shall create the instance in charge of managing the workplace harassment situations. At the same time, the said instance shall have a term of no more than six months to prepare the corresponding regulations, as well as the institutional strategy to prevent harassment.

ARTICLE 214:

The general tasks of the instance for managing Workplace Harassment shall be defined in the corresponding regulations.

ARTICLE 215:

The University, through the instances defined in the institutional regulations, and with the participation of SITUN, undertakes to develop activities in the following areas:

- a. Promote the dissemination of the doctrine, national and foreign legislation, and jurisprudence related to workplace harassment and, in general, to psychological violence at the workplace.
- b. Promote the execution of activities such as: talks, workshops, conferences, and others in order to raise awareness and train the entire university community regarding the aspects indicated in the previous paragraph.
- c. Promote investigation in the different manifestations of workplace harassment within the universities and other education centers -both national and international.
- d. Establish liaisons with all the governmental and non-governmental institutions that work with this problem.

The corresponding sanctions and disciplinary measures for offenders shall be established in the regulations.

GENERAL AND SPECIFIC TRANSITORY PROVISIONS OF THE VERSION APPROVED IN MARCH 1992.

GENERAL TRANSITORY PROVISIONS

GENERAL TRANSITORY PROVISION 1:

For the information of all workers, the University undertakes to publish two thousand copies of this Agreement; from which, one thousand shall be distributed by SITUN and one thousand by the University within a two-month term as of its validation by the Ministry of Labor and Social Security.

GENERAL TRANSITORY PROVISION 2:

The University and the Union shall form, within a fifteen-day term as of this date, a Bipartite Committee, for it to include, plan, and monitor the implementation of provisions in this Agreement.

GENERAL TRANSITORY PROVISION 3:

In order to assess the implementation of the continuous shift at the different departments of the Institution, the Vice Rector for Administration, in cooperation with the other vice rectors' offices and within a six-month term, shall make the studies that properly support the possibility of implementing it, and shall submit the report for the consideration and resolution of the University Council, upon prior hearing with the Executive Committee of SITUN.

SPECIFIC TRANSITORY PROVISIONS

TRANSITORY PROVISION TO ARTICLE 11:

According to custom, this benefit shall be kept for those workers from Regional Campuses and Divisions to whom the time required for their roundtrip is currently recognized as part of the work shift.

TRANSITORY PROVISION TO ARTICLE 19

The University undertakes to put into effect the corresponding Regulations within a six-month term, as of the signing of this Collective Agreement.

TRANSITORY PROVISION TO ARTICLE 27:

A. The institutional representation undertakes to submit to the University Council a motion for it to:

1. Instruct the Administration for it to, within a three-month term, complete the comparative salary analysis of UNA and the other state higher education institutions, and

2. On that basis, the administration shall submit to the University Council, upon prior negotiation with SITUN, a plan aiming at guaranteeing the competitiveness of its salaries regarding the other higher education centers.

B. A bipartite committee UNA-SITUN is created for it to prepare -within a six-month term, a study that analyzes the budgetary feasibility and the legal grounds and indicates alternatives for the application of the payment of salaries every two weeks.

The results of this study shall be known by the University Council upon prior enquiry to the Executive Committee of SITUN.

TRANSITORY PROVISION TO ARTICLE 30:

The University and SITUN shall form a high-level committee to perform a comprehensive study of the existing regulations regarding merits, incentives, and salary policy for which it shall have one year to submit a report to the University Council.

TRANSITORY PROVISION TO ARTICLE 40:

The Administrative Career and Professional Technician Regulations should be in force not later than three months as of the signing of this Collective Agreement.

TRANSITORY PROVISION TO ARTICLE 42:

Include the necessary amendments to the Procedural Regulations for the appointment of academic workers and the increase of shifts that allow the enforcement of article 43.

TRANSITORY PROVISION TO ARTICLE 47:

The University undertakes to make the corresponding technical-administrative provisions to overcome the existing limitations and make possible the payment of this right with the last check.

TRANSITORY PROVISION TO ARTICLE 59:

In the process of formulating the institutional budget, the Cabinet shall submit to the University Council the requirements of teaching material, instructional material, equipment, and the like for the corresponding areas -upon prior enquiry to the academic units and faculties.

TRANSITORY PROVISION TO ARTICLE 64:

A. Unforeseen situations and that may be adjusted to the regulations in force by December 10th, 1989, shall be processed pursuant to these regulations, (transitory provisions 1 and 2 from the Labor Contracting Regulations).

B. Propose to the University Council to resume, as soon as possible, the comprehensive reform of the Labor Contracting Regulations and create a bipartite committee that prepares this proposal.

TRANSITORY PROVISION TO ARTICLE 86:

Within a term of no more than three months, the Labor Relations Board shall approve the Internal Regulations and shall submit it to the ratification by the University Council, upon prior mandatory hearing to the Executive Committee of the Union.

TRANSITORY PROVISION TO ARTICLE 93:

The National University shall subscribe an Agreement with the Costa Rican Social Security Administration to operationalize the full enforcement of this article. The Agreement should establish the creation of the Medical Committee, the medical assessment process, and the terms of this process, the individual or jointly character of the medical assessment of the worker and other relevant matters.

The institutional proposal of Agreement to the CCSS and of regulations of the leaves included in this article should be prepared and processed by a UNA-SITÜN Bipartite Committee, composed maximum by 4 people.

Before signing the final Agreement and the Regulations, they should be submitted to the University Council for their approval.

TRANSITORY PROVISION TO ARTICLE 109:

As of the signing of this Agreement, the Committee shall have three months to submit to the University Council the rules that regulate its operation, as well as the provisions included in the Law and what is set forth herein.

TRANSITORY PROVISION TO ARTICLE 111:

In order to facilitate the conditions for purchasing bibliographic materials for the University personnel, pursuant to paragraphs a, b, c, and d from the aforementioned article 110, a committee composed of three institutional representatives appointed by the Rector or its Cabinet, and three representatives from the Union appointed by the Executive Committee shall be created. A 6-month term as of the signing of this Agreement is established for submitting the results of their work to the University Council and the Executive Committee of SITUN.

TRANSITORY PROVISION TO ARTICLE 117:

Among its priorities, the Occupational Health Committee should undertake the establishment of the needs set forth in this article. Once the corresponding diagnosis has been submitted to the University, it shall seek to resolve it within a term of no more than six months.

TRANSITORY PROVISION TO ARTICLE 137:

Appoint a tripartite committee composed of representatives from the Institution, the Union, and the Board of Directors of the Social Benefit Fund, for it to prepare -within a six-month term, a development plan of the Social Benefit Fund from the National University.