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Spain

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1 Terms and Conditions of Employment

1.1 What are the main sources of employment law?

Employment relations are ruled by a vast group of regulations that have different origins. Essentially, these regulations can come from the international community, the Spanish state (parliament and government), collective bargaining agreements, employment contracts and work practices. Likewise, case law plays an important role in interpreting legal provisions.

For labour and employment law, the main sources are the following:

- International treaties.
- European Union regulation.
- The 1978 Spanish Constitution.
- National law: the main source of employment law in Spain is the Workers' Statute, which defines the respective rights of employees and employers, general terms of employment contracts, procedures for dismissal and collective bargaining. Likewise, other legal provisions focused on employment and social security matters are in force.
- Collective bargaining agreements.
- Individual employment contracts.
- Work practices.
- Case law.

1.2 What types of worker are protected by employment law? How are different types of worker distinguished?

In Spain, a person who has employment status is a worker who renders their services for compensation on behalf of another party, within the scope of the organisation and management of another physical or legal person, called the employer. Therefore, civil/mercantile relationships (e.g. the self-employed, independent contractors) are excluded from the application scope of the Workers' Statute.

In Spain, employees can enter into different types of employment contracts (e.g. fixed-term employment contracts or indefinite term employment contract, any of them full-time or part-time).

In addition, collective bargaining agreements establish different professional groups applicable to employees depending on their job positions. Each professional group has a different set of regulations. Notwithstanding this, there are also special categories of employees protected from dismissals, e.g. pregnant employees, workers' legal representatives, etc.

1.3 Do contracts of employment have to be in writing? If not, do employees have to be provided with specific information in writing?

The parties may decide on the form of the contract and it can be either oral or written. Nevertheless, work contracts must be reflected in writing whenever the law so demands and, in any event, in the case of apprenticeships and training contracts, part-time contracts, fixed-discontinuous contracts, fixed-term contracts, replacement contracts, teleworking contracts and the contracts of workers hired in Spain to perform their services abroad. Contracts for a specific term in excess of four weeks must also be reflected in writing.

In addition, where an employment relationship lasts more than four weeks, the employer must provide to the employee specific information in writing such as commencement date, type of contract, professional group, wage, working time, applicable CBA, among others stated by law.

1.4 Are any terms implied into contracts of employment?

The terms of the contract can be express or implied. With regards to the question, one of the most significant implied terms is the mutual duty of trust and confidence between the employer and employee. It is considered a serious breach of contract for either party to act in a manner intended or likely to destroy or seriously damage the relationship of confidence and trust between the parties.

1.5 Are any minimum employment terms and conditions set down by law that employers have to observe?

The parties are free to negotiate the employment terms and conditions. Nevertheless, they must respect the minimum standards set forth in Spanish law, including the ones established in the applicable CBA.

1.6 To what extent are terms and conditions of employment agreed through collective bargaining? Does bargaining usually take place at company or industry level?

The terms and conditions of employment can be agreed through collective bargaining. The 2012 Spanish Labour Reform introduced more flexibility to company CBAs, which prevail over industry CBAs.

2 Employee Representation and Industrial Relations

2.1 What are the rules relating to trade union recognition?

The Spanish Constitution recognises the freedom to join a union or to be a workers' legal representative as a fundamental right. This is a right, but it is neither a necessity nor an obligation.

The Workers' Statute and the Trade Union Freedom Act regulate labour representation bodies in Spain, including the election procedure, duties and rights of employees' representatives, etc.

2.2 What rights do trade unions have?

Among others, trade unions have the right: (i) to draft their bylaws and regulations and to organise its internal administration as well as its activities; (ii) to set up federations, confederations and international organisations, including their affiliation to such organisations; (iii) to only be dissolved through judicial resolution based on specific legal grounds; (iv) to collective bargaining; (v) to strike; (vi) to file individual/collective actions; and (vii) to submit nominations for the election of workers' legal representatives.

2.3 Are there any rules governing a trade union's right to take industrial action?

Yes, the right to strike is recognised by the Spanish Constitution as a fundamental right and regulated by Act 17/1977 on strike rights.

2.4 Are employers required to set up works councils? If so, what are the main rights and responsibilities of such bodies? How are works council representatives chosen/appointed?

Employers are not obliged to set up works councils. Works council members are chosen by employees under an election process regulated by the Workers' Statute and Royal Decree 1844/1994 on Union Elections. To this effect, please bear in mind that: (i) companies employing between 11 and 49 employees do not need to establish a works council, but they can elect personnel delegates to represent the employees' interests, companies employing between 6 and 10 employees may also elect employee delegates if the employees so decide by majority agreement; and (ii) in companies with 50 employees or more, a works council can be established to act on behalf of employees and to negotiate with the employer, the number of works council members depends upon the number of employees in the company in accordance with legal provisions.

2.5 In what circumstances will a works council have co-determination rights, so that an employer is unable to proceed until it has obtained works council agreement to proposals?

Works councils do not have co-determination rights in Spain. Notwithstanding this, under Section 64 of the Workers' Statute the works council and personnel delegates have the following rights:

- To receive information on the general economic and employment progression of the organisation and new contracts.
- To receive information at least once a year regarding the application of the right to equal treatment and opportunities for both men and women in the organisation.
- To know the balance, profit and loss statements, management reports and – should the company take the form of a stock/share company – the other documents made available to the stockholders, under the same conditions as these.
- To issue reports on specific legal issues (e.g. workforce restructuring, working time reduction, professional training plans, mergers, etc.).
- To obtain copies of contract templates used by the organisation as well as documents related to termination of employment contracts.
- To be informed of all sanctions imposed for very serious misconducts.
- To obtain statistics, at least on a quarterly basis, regarding absences and the reasons for them, work accidents, professional illnesses and their consequences, periodic or specific surveys on the work environment, and mechanisms employed to prevent work accidents.

2.6 How do the rights of trade unions and works councils interact?

Works council members are often affiliated to trade unions, but not necessarily. In effect, employee representation in Spain is structured in two different ways – union representatives and employee representatives – both with similar rights. Employees affiliated with a trade union may set up union divisions within a company to represent their interests (in companies or work centres with 250 employees or more, employees may elect their trade union delegates by and among employees affiliated with a labour union); on the other hand and depending on the headcount of the company, works councils or personnel delegates may be elected.

2.7 Are employees entitled to representation at board level?

No, they are not.

3 Discrimination

3.1 Are employees protected against discrimination? If so, on what grounds is discrimination prohibited?

Yes. Discrimination based on any of the following grounds established by Section 14 of the Spanish Constitution is unlawful: birth; race; sex; religion or belief; or any other personal or social condition/circumstance. Likewise, Section 4 of the Workers' Statute states the following discrimination grounds: sex; marital status; age; race or ethnicity; social condition; religion or belief; political opinion; sexual orientation; union membership; and lingual status within the country.

3.2 What types of discrimination are unlawful and in what circumstances?

Direct and indirect discrimination based on any of the grounds mentioned in question 3.1 above are unlawful.

3.3 Are there any defences to a discrimination claim?

If the employee files a discrimination claim before Court, the burden of proof is reversed on the defendant, therefore the employer must prove its acts/decisions were legal and were not based on any discrimination ground.

3.4 How do employees enforce their discrimination rights? Can employers settle claims before or after they are initiated?

Employees can file claims before the Work Inspectorate (in this case, an administrative fine of between 6,251 Euros and 187,515 Euros may be imposed by such Authority if discrimination is proven) or before Labour Courts.

In case of judicial claims, employees can (i) terminate their employment contract and receive the severance established by law for unfair dismissals, together with moral damages compensation, or (ii) file a claim to stop the employer's less favourable treatment and receive compensation.

With regards to judicial claims, parties could settle agreements before the Conciliation Administrative Service as a prior requirement to the filing of the judicial claim. If the parties fail to reach an agreement before such Service, the case is then taken to the Labour Courts where agreements can be reached by the parties before the trial takes place.

3.5 What remedies are available to employees in successful discrimination claims?

Please see the answer to question 3.4 above.

3.6 Do "atypical" workers (such as those working part-time, on a fixed-term contract or as a temporary agency worker) have any additional protection?

Act 3/2007 on equality between women and men recognises legal rights for workers to reconcile personal, family and work issues and promotes a balanced assumption of family responsibilities, thus avoiding any discrimination based on the exercise of these rights.

On the other hand, part-time employees, fixed-term employees and agency workers have the same level of protection as other employees.

4 Maternity and Family Leave Rights

4.1 How long does maternity leave last?

In relation to maternity, adoption and foster care, employees are entitled to a suspension of their contract for 16 uninterrupted weeks. This period could be extended in special cases such as multiple births, babies born with disabilities or premature births.

4.2 What rights, including rights to pay and benefits, does a woman have during maternity leave?

Employees on maternity leave may be entitled to financial Social Security benefits whose amount is equal to 100% of the Social Security regulatory base.

4.3 What rights does a woman have upon her return to work from maternity leave?

Upon her return to work, the employee shall have the right to be reinstated in her job position under the same employment terms and conditions.

4.4 Do fathers have the right to take paternity leave?

The father of a newly born child can take up to 2 working days' paid leave immediately after the birth. Likewise and in relation to paternity, adoption and foster care leave, employees are entitled to a suspension of their contract for 13 consecutive days, which may be extended in some cases such as multiple childbirth, etc.

4.5 Are there any other parental leave rights that employers have to observe?

Female workers shall have the right to one hour of absence from work to breastfeed an infant aged less than 9 months, which may be increased in case of multiple childbirth.

Women, at their choice, may substitute this right for a reduction of their working day by half an hour for the same purpose, or accumulate this into complete days under the terms provided for by the CBA or by the agreement settled with the employer respecting the corresponding CBA.

This leave may be enjoyed by either the mother or the father, in the event that both work.

In case of the birth of premature children who, for any reason, have to remain hospitalised after childbirth, the mother or the father shall have the right to be absent from work for 1 hour per day. Likewise, they will have the right to reduce their working day by up to a maximum of 2 hours, with a proportional reduction in salary.

On the other hand, either parent may apply for a reduction of his/her working time with a proportional reduction in salary until the date when the child becomes 12 years old. Likewise, employees have the right to leave of up to 3 years to take care of each child, whether natural, adopted or being fostered permanently or as a pre-adoptive measure, to be counted from the birth date or the judicial/administrative resolution date.

4.6 Are employees entitled to work flexibly if they have responsibility for caring for dependants?

Yes.

Whoever, for reasons of legal custody, is charged with the direct care of a child less than 12 years of age, or a person with a physical, mental or sensory handicap who does not perform any paid activity, shall have the right to a reduction of their working day, with a proportional decrease in salary of at least one eighth, and at most, half of its duration.

Whoever needs to take charge of the direct care of a family member of up to the second degree of consanguinity or affinity, who, for reason of age, accident or illness cannot fend for him/herself and who does not perform any paid activity, shall have the same right.

In the case of paternity, adoption or foster care, whoever is charged with direct care shall be entitled to reduced working hours, with a proportional reduction in salary, by at least half, because of the hospitalisation and continued treatment of a child in their charge affected by cancer proven by the Public Health Service. CBAs may establish the conditions and circumstances in which this reduction in working hours may accumulate to full-time.

If two or more employees from the same company exercise this right on account of the same person, the employer can limit its simultaneous exercise for justified reasons based on the company's operation.

5 Business Sales

5.1 On a business sale (either a share sale or asset transfer) do employees automatically transfer to the buyer?

Section 44 of the Workers' Statute establishes that, in the event of a business sale, the buyer subrogates in the transferor's rights and obligations, and so must respect every single right and obligation regarding working conditions. Therefore, the employees are automatically transferred, with the same working conditions that they have been enjoying, to the new buyer. However, on account of the sale, the transferor and the transferee are entitled to change the working conditions according to the law.

5.2 What employee rights transfer on a business sale? How does a business sale affect collective agreements?

The new employer shall be subrogated to the labour and Social Security rights and obligations of the former, including pension commitments, under the terms set forth in the specific regulations and, in general, to whatsoever obligations in matters of additional social protection the transferor should have acquired.

Unless otherwise agreed, once the transfer has been completed by means of an agreement between the transferee and the workers' representatives, the labour relations of the employees affected by the transfer shall continue to be governed by the CBA in force in the undertaking, workplace or autonomous production unit transferred at the time of the transfer. This application shall be maintained until the date of termination of the original CBA or until the new CBA should become applicable to the transferred economic entity.

5.3 Are there any information and consultation rights on a business sale? How long does the process typically take and what are the sanctions for failing to inform and consult?

Section 44 of the Workers' Statute establishes that both the transferor and the transferee must inform the workers' legal representatives of at least the following issues:

a) the planned date of transfer;

b) reasons for the transfer;

c) legal, economic and social consequences of the transfer for the workers; and

d) measures set forth in regards to the workers.

In the absence of workers' legal representatives, the transferor and the transferee must provide the information mentioned above to the workers who could be affected by the transfer. The Law does not define any particular notice period for this obligation; it only states that it must be done within an appropriate time in advance of the operations and, in any event, before the employment and working conditions of the workers are affected by the transfer. However, in the event of merger and demerger of companies, the transferor and the transferee shall provide the above information, in any event, at the time of calling the general meetings which must adopt the respective agreement.

Failure to comply with this obligation will not entail the nullity of the business sale, but an administrative offence.

On the other hand, a transferor or the transferee which plans to adopt, as a result of the transfer, labour measures in regard to its workers, shall be obliged to commence a consultation period with the workers' legal representatives in regard to the measures intended and the consequences thereof for the workers. This consultation period must be held with sufficient advance notice prior to the implementation of such measures. When the measures intended should consist in collective physical transfers or of substantial modifications of the collective terms of employment, specific legal procedures must be complied with.

5.4 Can employees be dismissed in connection with a business sale?

The main goal that the transfer of undertaking legislation seeks to achieve is to protect the affected employees from dismissals, provided that the employment relation shall continue. This protection applies to dismissals exclusively based on the sale, but it will be perfectly legal to dismiss employees due to any other legal reason stated in the Workers' Statute (disciplinary dismissal, redundancy individual dismissal and redundancy collective layoff).

5.5 Are employers free to change terms and conditions of employment in connection with a business sale?

No. Since the transferee takes all the obligations and rights of the transferor, it is not possible for employers to unilaterally change the terms and conditions of employment in connection with a business sale. However, a transferor or the transferee which plans to adopt, as a result of the transfer, labour measures in regard to its workers, shall be obliged to commence a consultation period with the workers' legal representatives in regard to the measures intended and the consequences thereof for the workers.

6 Termination of Employment

6.1 Do employees have to be given notice of termination of their employment? How is the notice period determined?

An employer who intends to terminate an employment contract will have to give written notice within the period stated in the contract or in the applicable CBA. Should neither the contract nor the CBA provide a notice period, a general notice period of 15 days will apply.

Should the dismissal be based on disciplinary reasons, no notice period will be required.

For redundancy dismissals, a 15-day prior notice must be given by the employer before the dismissal takes place, although it could be replaced at the employers' choice with payment *in lieu* of notice.

6.2 Can employers require employees to serve a period of "garden leave" during their notice period when the employee remains employed but does not have to attend for work?

Spanish law does not regulate garden leave clauses, however parties may agree on it. Notwithstanding this, employers may require employees to serve a period of garden leave in case they have sufficient and reasonable reasons to start an investigation for potential misconducts.

6.3 What protection do employees have against dismissal? In what circumstances is an employee treated as being dismissed? Is consent from a third party required before an employer can dismiss?

The employees have the possibility of challenging the dismissals before Court. The Court will declare the dismissal, fair, unfair or null and void.

In the event the dismissal is declared unfair, the employer will choose between reinstating the employee into his/her job position, or paying a compensation of 33 days of salary per worked year of service with a cap of 24 monthly salaries for those employment contracts entered into since 12 February 2012 (for employment contracts entered into before 12 February 2012, the unfair dismissal severance shall amount to 45 days of salary per worked year of service until 12 February 2012, and to 33 days of salary per worked year of service from the time of services rendered afterwards; the amount of the indemnity is capped at 720 days' salary unless the calculation for the period worked prior to February 2012 results in a larger amount, in which case that amount will be used as an upper limit, provided it does not exceed 42 monthly salaries). If the employer chooses to reinstate the employee, the employee will be entitled to receive their accrued salaries lost during the litigation period.

In case the dismissal is declared null and void, besides receiving the accrued salaries, the employee shall be reinstated into his/her job position.

No consent by any third party is required before a dismissal takes place.

6.4 Are there any categories of employees who enjoy special protection against dismissal?

Yes. In these cases, if the Company is not able to prove the legal grounds supporting the dismissal letters, the dismissals shall be declared null and void (for consequences, please see question 6.3). Please find below these special categories of employees:

a) Workers during a period of work contract suspension owing to maternity, risk derived from pregnancy, natural breastfeeding risk, illnesses caused by pregnancy, childbirth or natural breastfeeding, adoption or fostering or paternity, or of workers notified on such a date that the timeline for prior notice ends within the said period.

b) Pregnant workers, starting from the date of the start of the pregnancy up to the beginning of the period of suspension mentioned before.

c) Workers who have requested leave to breastfeed children, leave for taking care of children who have to remain hospitalised after childbirth or leave for taking care of a child less than 12 years of age or a person with a physical, mental or sensory handicap who does not perform any paid activity; or are currently enjoying leave, or have requested or are enjoying leave for child-care, or have requested legal reduction of their working time.

d) Workers who are victims of domestic violence exercising the right to reduction or reorganisation of their working time, geographical mobility, or change of work centre or suspension of labour relations, in the terms and conditions acknowledged by law.

e) Workers after reinstatement at work at the end of the period of contract suspension for maternity, adoption, fostering or paternity, provided that more than nine months have not elapsed from the date of birth, adoption or fostering of the child.

f) Workers who have filed claims before the employer and previous to the dismissal.

6.5 When will an employer be entitled to dismiss for: 1) reasons related to the individual employee; or 2) business related reasons? Are employees entitled to compensation on dismissal and if so how is compensation calculated?

Under Spanish law, an ordinary employment contract for an indefinite term may only be terminated according to legally defined causes, which are organised into three categories: (i) disciplinary dismissals; (ii) collective layoffs; and (iii) objective dismissals – individual redundancies. Redundancy – either for collective layoff or objective dismissals – must be supported on economic, technical, organisational or productive reasons.

Depending on the causes which lead to the employee's dismissal, an obligation to compensate the employee will exist.

In the event of a dismissal based on economic, technical, productive or organisational reasons, the employee shall be entitled to severance pay of 20 days of salary per worked year of service with a cap of 12 monthly salaries. In the event of disciplinary dismissals – based on very serious misconduct – employees shall not be entitled to termination severance pay.

Should the dismissal finally, based on any of the aforementioned reasons, be declared unfair, the employee shall be entitled to compensation mentioned in question 6.3 above for unfair dismissals.

6.6 Are there any specific procedures that an employer has to follow in relation to individual dismissals?

a) The employer must support a disciplinary dismissal for a specific cause, for which a written dismissal letter reflects the facts that justify it and the date on which it will take effect. Even though notifying a works council or trade union is not a requirement for the validity and fairness of the dismissal, its non-fulfilment shall be considered an administrative infringement. Further, CBAs could state specific requirements for it. Specific procedures shall apply in case of workers' legal representatives'/trade union members' dismissals.

b) With regards to individual redundancy dismissals, simultaneously with the delivery of the written dismissal letter detailing the corresponding legal reason, the minimum legal severance payment (20 days of salary per worked year with a cap of 12 monthly payments) shall be made available to the employee. Furthermore, a 15-day notice following the delivery of the letter must be granted before the dismissal takes effect, although the company may choose to replace it with the payment of salary *in lieu* of notice. If the company chooses the first option, during such period of time the employee shall have to continue providing his/her services, although he/she will be entitled to spend 6 hours per week looking for new employment. A copy of the written prior notice (or a copy of the objective dismissal letter, in case the company chooses to replace the prior notice period with payment *in lieu* of notice) shall be given to the workers' legal representatives for their information.

6.7 What claims can an employee bring if he or she is dismissed? What are the remedies for a successful claim?

In the event of a dismissal, no matter on which cause it is based, the employee can challenge it before a Labour Court within a 20-working-day term after the effective date of termination. Successful claims may lead to unfair or null and void dismissal declaration.

6.8 Can employers settle claims before or after they are initiated?

Either before or after the claim is initiated the parties may settle and reach an agreement. In fact, in the labour field conciliation agreements before the Conciliation Administrative Body – as a prior requirement to file the judicial claim – are encouraged.

6.9 Does an employer have any additional obligations if it is dismissing a number of employees at the same time?

A collective layoff procedure shall be complied with when in a 90-day period, the lay off affects at least: (i) 10 workers in companies that employ less than 100 workers; (ii) 10% of the number of workers in a company employing between 100 and 300 workers; and (iii) 30 workers in companies that employ more than 300 workers. It shall be based on economic, productive, technical or organisational reasons.

In this case, a consultation period with the workers' legal representatives must take place. Likewise, the employer must comply with certain information requirements such as providing documentation to the Labour Authorities as well as to the workers' legal representatives.

6.10 How do employees enforce their rights in relation to mass dismissals and what are the consequences if an employer fails to comply with its obligations?

In the event of a mass dismissal, the individual employees may question the dismissal before a Court. However, should the workers' legal representatives sue the company for the mass dismissals; all the individual claims presented will be put on hold.

7 Protecting Business Interests Following Termination

7.1 What types of restrictive covenants are recognised?

A) Post termination non-competition agreement: In order to prevent the employee from working for a competitor during a certain period of time after the employment termination (up to 2 years).

B) Full dedication/exclusiveness agreement: According to this agreement, the employee will refrain from performing any other working activity than that established in his/her employment contract while the employment relation is in force.

C) Continuance agreement: Where the worker may have received a professional specialisation to start up certain projects or undertake specific jobs at the expense of the employer; his permanence in the said company for a certain period of time may be agreed on between both by this agreement (no more than 2 years).

7.2 When are restrictive covenants enforceable and for what period?

This is dependent on the restrictive covenant entered into. Maximum terms have been established in question 7.1.

7.3 Do employees have to be provided with financial compensation in return for covenants?

Yes. With regards to full dedication agreements and post-termination non-competition agreements, an adequate economic compensation must be paid to the employee. Spanish case law considers that compensation for full dedication agreements is adequate if it amounts to 10-20% of the fixed gross annual salary of the employee; for post-termination non-competition agreements compensation would be adequate it if amounts to 40-60% of the fixed gross annual salary. If the worker is not adequately compensated, the covenant will not be legally valid and the employee will not be obliged to comply with it.

7.4 How are restrictive covenants enforced?

Restrictive covenants will be enforced by filing a claim before the Labour Court.

8 Data Protection and Employee Privacy

8.1 How do employee data protection rights affect the employment relationship?

Data protection rights have a large impact on the employment relationship, providing greater legal certainty since it affords higher protection for the sensitive information that is exchanged in the workplace. For illustrative purposes, a company is responsible for all files containing personal data of its employees and must comply with all the obligations that the data protection legislation foresees.

8.2 Do employees have a right to obtain copies of any personal information that is held by their employer?

Yes, they do. The employee has the right to know about all his/her personal data that the company collects. Therefore, the Personal Data Protection Law foresees that the employee can require the company to provide all the personal data filed regarding him/herself. This access right cannot be limited in any way by the company.

8.3 Are employers entitled to carry out pre-employment checks on prospective employees (such as criminal record checks)?

Under Spanish case law, a demand for a criminal record check as a request to job applicants in the recruitment process for a job position violates their right to privacy. The situation may be different if the demand for such checks only applies to job positions with special circumstances that justify it, though it is necessary to analyse each particular case. Therefore, only in exceptional cases is it justified to submit criminal record certificates in selection processes, providing the interest of the company in knowing this personal matter of the candidate is justified for the specific characteristics of the job position.

8.4 Are employers entitled to monitor an employee's emails, telephone calls or use of an employer's computer system?

Section 20.3 of the Workers' Statute acknowledges the employer's right to adopt the measures of supervision and control that he/she deems most appropriate in order to verify compliance by the worker of his/her working obligations and duties, observing, in such adoption and application, his/her fundamental rights. In this context, employers are entitled to monitor an employee's emails, telephone calls or use of an employer's computer system as long as

the protocol established by Spanish case law is met (which implies that the employer it is only entitled to impose restrictions and limitations on the use of those professional tools if employees have been previously warned about it). Therefore, the employer's control must be extremely careful since it could infringe fundamental rights (right to privacy, right to secrecy of communications, etc.).

8.5 Can an employer control an employee's use of social media in or outside the workplace?

An employer can control an employee's use of social media in or outside the workplace under the terms and conditions stated in question 8.4.

9 Court Practice and Procedure

9.1 Which courts or tribunals have jurisdiction to hear employment-related complaints and what is their composition?

1. Labour Court composed of 1 judge.
2. Labour Division of the High Court of Justice composed of the president and several judges.
3. Labour Division of the National High Court of Justice composed of the president and several judges.
4. Labour Division of the Supreme Court composed of the president and several judges.
5. Constitutional Court composed of 12 judges.

9.2 What procedure applies to employment-related complaints? Is conciliation mandatory before a complaint can proceed? Does an employee have to pay a fee to submit a claim?

Regarding employment-related complaints, several procedures apply, depending on the issue that the employee is challenging or claiming.

Generally, Spanish law imposes the obligation to attempt conciliations before the Conciliation Administrative Body before filing any claim in Labour Courts. However, there are special proceedings in which the conciliation is not mandatory, e.g. Social Security, collective dismissals, substantial change of working conditions, etc.

Employees do not have to pay any fee to submit a claim.

9.3 How long do employment-related complaints typically take to be decided?

Dismissal procedures generally can last from 3 to 6 months. Other claims such as salary claims could last 12-14 months.

On the other hand, there are special procedures whose processing is considered urgent and, consequently, their duration is shorter. In this event, conciliation is not often mandatory and Courts take less time to issue the resolution.

9.4 Is it possible to appeal against a first instance decision and if so how long do such appeals usually take?

Although in general terms it will be possible to challenge and appeal against a first instance decision, some exceptions exist. In general practice, appealing a Court decision could last from 8 to 12 months.

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