National Collective Labour Contract for employees of companies providing cleaning services and integrated/multi-service services

utente107

The year 2024, on the 27th day of February in Rome

between

FEDERDAT
CONFEDERAZIONE GENERALE EUROPEA DATORIALE

The European General Confederation of Employers **(*Confederazione Generale Europea Datoriale*)**, in acronym **FEDERDAT,** represented by the National President Luigi d'Oriano

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UNSIC
UNIONE NAZIONALE SINDACALE IMPRENDITORI E COLTIVATORI

The National Trade Union of Entrepreneurs and Farmers **(*Unione nazionale sindacale imprenditori e coltivatori*)**, in acronym **UNSIC,** represented by the National President Domenico Mamone

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and

CIU
UNIONQUADRI

The Italian Confederation of Union of Intellectual Professions (***Confederazione Italiana di Unione delle Professioni intellettuali*)** in acronym **CIU- Unionquadri,** represented by the President Gabriella Ancora

_____

The Federation of Italian Transport and Service Company Workers (***Federazione lavoratori aziende italiane trasporti e servizi*)** in acronym **FLAITS,** represented by the Secretary General Andrea Orlando

_____

The National General Confederation of Workers' Unions (***Confederazione generale nazionale dei Sindacati dei lavoratori***), in acronym **CONSIL,** represented by the Secretary General Gennaro Noto

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The Italian Autonomous Workers Confederation (***Confederazione Italiana Autonoma Lavoratori***), in acronym **CONF.I.A.L.,** represented by the Secretary General Benedetto Di Iacovo

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The Italian National Trade Union Association of Cooperatives (***Associazione nazionale sindacale italiana delle cooperative***), in acronym **UNSICOOP**, represented by the National President Carlo Parrinello

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has been stipulated

the renewal of the National Collective Labour Contract for employees of companies providing cleaning services and integrated/multi-service services signed on 12.01.2021 INPS code 367 CNEL code K573 consisting of:

- Premise;
- General part.

Read, approved and signed by the representatives of all contracting organisations.

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GENERAL PREMISE

The principles inspiring this National Collective Labour Contract [*from now on with the acronym CCNL*[1]] are those

- of the effective protection and representation of workers and companies;
- of the participatory method aimed at involving workers and companies in order to find solutions aimed at protecting and improving the conditions of workers and protecting the competitiveness of companies;
- of the development of policies aimed at the acquisition of skills by ensuring a higher cultural and professional preparation of young people, women and adults, so as to make it easier for them to enter and remain in the world of work, as well as policies aimed at the development of research and innovation and the enhancement of human capital;
- of the implementation of a system of trade union relations and information consistent with the needs of the sector's companies and workers and functional to the identification and enhancement of the innovative aspects expressed in the various sectoral and company typologies, also with reference to the repercussions on work organisation;
- the enhancement of the bilaterality system.

To this purpose, the signatory Organisations express their intention to foster correct and profitable relations, through the deepening of knowledge of the problems of the sectors and branches and the practical implementation of a more advanced system of trade union relations and management tools for agreements, also in order to ensure compliance with the understandings and, therefore, prevent any conflict between the Parties.

[1] This acronym represents the Italian version of "National Collective Labour Contract" and that is "*Contratto Collettivo Nazionale di Lavoro*".

GENERAL PART

Art. 1 Field of application of the contract

This national collective labour contract regulates in a unified way for the entire territory of the Italian Republic the labour relations between companies in the cleaning and integrated/multi-service sector and their employees.

This national collective labour contract is a unitary and inseparable whole and constitutes, in each of its provisions and as a whole, a minimum and non-derogable treatment.

For anything not provided for in this contract, the relevant provisions of the law shall apply. This is without prejudice to any more favourable conditions.

The field of application of this contract includes, but is not limited to, the following activities:

- cleaning, disinfection, sanitization, disinfestation and rodent control services (civil, industrial, hospital, home, etc.);
- maintenance services (green areas, industrial plants and machinery, buildings, movable property, cleaning walls of writings and graffiti, roads and horizontal and vertical signs in confined areas, swimming pools, beaches, sandy shores, etc.);
- system management and operation services (thermal, air conditioning, electrical, hydraulic, etc.);
- access control services, auxiliary museum, trade fair and conference services (reception, welcome, escort, custody of premises, buildings, areas, etc.);
- environmental sanitation services (disinfection, disinfestation, rodent control, etc.) ;
- general services (copy services, switchboard, internal stationery and mail distribution, delivery, stretcher delivery, internal handling, etc.);
- administrative services (condominium management, utility management, authorizations, licenses, taxes, invoicing, etc.);
- catering services (transport and delivery of meals, tidying up of rooms, washing dishes, etc.);
- cleaning, maintenance and other services in private homes (homes, residences, etc.);
- auxiliary transport services (assistance, storage and minor maintenance of public transport
- buses, aircraft, boats, etc.);
- auxiliary services in school, health, industrial areas and public and private offices;
- integrated services in the trade fair, museum and archaeological sectors, including promotional initiatives and recreational and cultural events, as well as first aid fire services, etc.;
- access control and custody services for areas, buildings and equipment including the custody and management of free parking in private confined areas, with the aid of technological systems and dog services;
- delivery services, custody and document archiving, document transport, ticketing and information services, including telephone services, excluding call centers, etc.;
- auxiliary services for the management of libraries and book exhibitions, access management, information to the public, handling and physical treatment of book material (covering, affixing anti-theft strips, applying bar codes, etc.).

The economic and regulatory treatment referred to in this c.c.n.l. applies to employees of companies, regardless of their legal form.

With regard to worker members of cooperatives, law 3 April 2001, n. 142 applies.

Art. 2 Prohibition of discrimination

It is expressly forbidden, in accordance with the provisions of the Republican Constitution and the Workers' Statute, to discriminate, directly or indirectly, on the grounds of race, ethnicity, religious faith, gender, sexual orientation, political, trade union, association or ethical convictions.

Art. 3 Positive Actions

In accordance with Act No. 4 of 15 January 2021 "Ratification and implementation of International Labour Organisation Convention" No. 190 on the Elimination of Violence and Harassment in the Workplace, adopted in Geneva on 21 June 2019 at the 108th session of

the General Conference of the same Organisation. (21G00007) (OJ General Series No. 20 of 26-01-2021)' it is hereby ordered:

a. the adoption and implementation, in consultation with workers and their representatives, of a policy on violence and harassment in the workplace
b. the inclusion of violence and harassment, as well as related psycho-social risks, in the management of health and safety at work
c. the identification of dangers and assessment of risks relating to violence and harassment, with the participation of workers and their representatives, and the adoption of measures to prevent and control them
d. the provision of information and training to workers and other stakeholders, in accessible formats as appropriate, on the dangers and identified risks of violence and harassment and related prevention and protection measures, including the rights and responsibilities of workers and other stakeholders in relation to the policies referred to in paragraph (a) of this Article.

The organisations stipulating this CCNL shall endeavour to ensure that:

a) violence and harassment in the world of work are addressed in relevant national policies, such as those concerning health and safety, equality and non-discrimination at work, as well as those concerning migration;
b) guidance, resources, training or other tools, in accessible formats as appropriate, on the subject of violence and harassment in the world of work, including gender-based violence and harassment, are made available to employers, employees and their organisations, as well as to the relevant authorities;
c) relevant initiatives are implemented, including awareness-raising campaigns.

FIRST SECTION: GENERAL REGULATION

TITLE I: CONTRACTING

Art. 4 Commencement and Duration, Contractual Assistance Contribution

This contract starts in March 2024 and will last three years.

The contract will be considered renewed according to the duration indicated in the first paragraph if not cancelled, three months before the expiry, by registered mail with return receipt.

In the event of cancellation, this contract will remain in force until it has been replaced by the subsequent national contract.

For the practical implementation of the provisions of this CCNL and to ensure the efficiency of their union structures at the service of workers and employers, the trade unions and employers' organisations will collect the contractual assistance contributions by means of a special agreement entered into with INPS and/or INAIL pursuant to Law No. 311 of 4 June 1973.

The contribution measures will be the subject of special agreements and published on the portals of the contracting associations.

Art. 5 Workers coming from other CCNLs

In the event of the first application of this CCNL, employees previously employed under other CCNLs shall be subject to the following alignment criteria, without prejudice to the possibility of recognising any better treatment:

Contractual grading: the Employee shall be re-graded on the basis of the actual task carried out in the Company, with reference to the provisions of the Classification of Personnel provided for by this CCNL; the foregoing may also result in mismatch with the pre-existing grading level.

Remuneration classification: respecting the principle of incompressibility of remuneration, the change of CCNL shall not determine, for workers already in force, an overall worse treatment compared to that previously recognised. Therefore, the total gross annual remuneration due to the worker at the time of the change of CCNL shall remain unchanged, except in the event of any improvement.

Regulatory classification: any differences to the disadvantage of the worker on holidays, permits and ROL, may continue to be recognised *ad personam*.

Alternatively, by written agreement between employer and employee, they may be monetised.

Art. 6 Renewal Procedures

The platform for the renewal of the CCNL shall be submitted in time to allow the opening of negotiations six months before the expiry date.

During the six months prior to the expiry date and in the month following and, in any case, for a total period of seven months from the date of presentation of the platform, the Parties shall not take unilateral initiatives or direct actions.

In the absence of an agreement, after a period of six months from the date of expiry of the CCNL and, in any case, after a period of six months from the date of presentation of the renewal platform, if subsequent to the expiry of the CCNL, employees will be paid a provisional element of remuneration (so-called contractual holiday indemnity).

Violation of the provisions referred to in the second paragraph of this Article shall entail, at the expense of the Party that has caused the violation, the anticipation or postponement by three months of the term from which the contractual holiday pay starts.

In the agreement renewing the CCNL, the Parties shall define the time and manner of termination of any contractual holiday indemnity paid.

Art. 7 Integrative contracting

Integrative contract bargaining takes place at company or territorial level.

Company-level contract negotiations may be conducted only on matters for which this possibility is provided for and within the limits and according to the procedures specifically indicated.
Company collective contracts, entered into with the trade union negotiating parties referred to in the following paragraph, may define, also on an experimental and temporary basis, in order to manage crisis situations or in the presence of significant investments to promote the economic and employment development of the company, specific agreements modifying the regulations governed by this CCNL with regard to the matters of work performance, working hours and work organisation.
The matters referred to second-level contracts are:
- actions in favour of female staff, implementing EEC recommendation no. 635/1984 and legislative decree no. 198/2006, in line with what has been agreed on the matter at national level;
- positive actions for flexibility under Article 9 of Law No. 53/2000;
- agreements on the development of bilaterality, consistent with and within the framework agreed on the matter at national level;
- different training commitments and specific arrangements for internal and external training of apprentices;
- monitoring of the use of overtime;
- specific agreements on shift/time articulation also for specific types of contracts present in the territory, with a view to better work organisation;
- explanatory modalities for the application of flexibility regimes already provided for in this collective agreement and/or definition of new mechanisms for specific types of contracts present in the territory;
- identification of solutions aimed at greater use of company mobility, also outside the municipal area;
- identification of measures to improve working conditions also in order to counter any abnormal forms of absenteeism.

Second-level agreements have a three-year duration.

TITLE II: RIGHTS TO INFORMATION AND TRADE UNION CONSULTATION

Art. 8 National level

Annually, normally within the first four months, the employer and trade union associations, signatories of this CCNL will meet to carry out a joint examination concerning the structural dynamics of the sector and the development prospects, with particular reference to the employment implications.

The parties will also monitor the market trend also with the technical assistance of the national bilateral body EBILAV and using the available sources.

Art. 9 Territorial level

Annually, at regional and provincial level, normally within the first four months or, at the request of one of the parties, at a different period, the territorial business associations and the corresponding trade union organisations will meet to examine specific problems that have significant repercussions for individual territories.

Art. 10 Company level

Companies that carry out activities of particular importance within the sector, spread over several establishments located in different parts of the national or regional territory and having significant influence in the sector in which they operate, as they are strategically linked to the development needs of the national and regional economy, and companies that employ more than one hundred employees, will provide at the request of the parties, normally annually in a special meeting on technological innovations or restructuring that have implications on employment levels, work organisation, professionalism of workers.

TITLE III: TRADE UNION RIGHTS

Art. 11 RSU

RSUs can be formed in production units in which the company employs more than 15 employees.

The RSU is formed, for 2/3 of the seats, by election by universal suffrage and secret ballot among competing lists. The remaining third is assigned to the lists presented by the trade union associations that have signed the CCNL applied in the production unit, and its coverage is proceeded, by election or designation, in proportion to the votes received.

The number of members of the RSU will be equal to:

- 3 members for the R.S.U. formed in establishments and business units with up to 200 employees;
- 3 members for every 300 or fraction of 300 employees in establishments and business units with up to 3,000 employees;
- 3 members for every 500 or fraction of 500 employees in larger institutes and operating units, in addition to the number mentioned in the previous point.

The signatory trade union organisations are granted the appointment of the R.S.A. (Company Trade Union Representative).

Art. 12 Permits

Members of national and peripheral management boards or committees of the trade union organisations that are signatories to the CCNL may be granted, compatibly with the needs of the service, short paid leave for the performance of their duties when their absence from work is expressly requested in writing by the aforementioned organisations.

Such permits shall be granted for a maximum of 25 days per year for each trade union organisation.

If there is more than one worker employed by the same company who can benefit from such leaves, the permits granted to individuals shall be added together and in total shall not exceed a maximum of 60 days per year.

Permits for members of trade union management bodies shall be granted upon presentation of the letter of convocation to the company at least 24 hours in advance.

The aforementioned qualifications and related changes shall be communicated in writing by the aforementioned Organisations to the territorial employers' associations, which shall communicate them to the enterprise to which the worker belongs.

A period of leave of absence may be granted for the performance of the above trade union duties as well as for those pertaining to elected public offices for the duration of their term of office, during which the employment relationship remains suspended for all purposes.

The heads of company trade union representatives are entitled to paid permits for the performance of their mandate.

They are entitled to such permits at least:

a) 1 executive for each company trade union representation in production units employing up to 200 employees of the category for which it is organised;

b) 1 executive for every 300 or fraction of 300 employees for each company trade union representation in production units employing up to 3,000 employees of the category for which it is organised;

c) 1 executive for every 500 or fraction of 500 employees of the category for which the company trade union representation is organised in larger production units, in addition to the minimum number referred to in b) above.

Paid permits for company trade union officers shall not be less than 10 hours per month in the enterprises referred to in letters b) and c) of the preceding paragraph; in the enterprises referred to in letter a) above, paid permits shall not be less than 2 ½ hours per year for each employee.

An employee who intends to exercise the right referred to in paragraph 7 must notify the company in writing, as a rule 24 hours in advance, through the company trade union representatives. Company trade union officers shall be entitled to unpaid permits for

participation in trade union negotiations and in congresses and conventions of a trade union nature, not less than eight days per year.

Employees who intend to exercise the right referred to in the preceding paragraph must notify the company in writing, as a rule three days in advance, through the company trade union representatives.

Art. 13 Right of posting

The company trade union representatives have the right to post, on appropriate spaces that the employer is obliged to provide in places accessible to all workers within the production unit, publications, texts and communications concerning trade union and labour issues.

Art. 14 Assembly

In the production unit where more than 15 employees are employed, workers have the right to meet in assemblies to discuss matters of trade union and labour interest, outside working hours as well as, within the limit of 13 paid annual hours, during working hours.

The convocation shall be communicated by the end of working hours on the second day prior to the date of the meeting and with a specific indication of the agenda.

External leaders of the union that has formed the RSU may participate in the assemblies, subject to prior notice to the employer.

Art. 15 Referendum

The employer must allow within the company the holding, outside working hours, of referendums, both general and by category, on matters relating to trade union activity, called by all the Company Trade Union Representatives among the workers, with the right of participation of all workers belonging to the company unit and category particularly concerned.

Art. 16 Company delegate

In establishments with eleven to fifteen employees, the stipulating trade unions may jointly appoint a company delegate on the indication of the employees with the task of intervening with the employer for the application of contracts and labour laws. The dismissal of the delegate for reasons inherent to the exercise of the two functions is null.

Art. 17 Withholding of trade union contributions

The company will also withhold the trade union membership contribution from employees who request it by delivering a proxy letter duly signed by the employee.

The proxy letter will indicate the amount of the contribution to be withheld and the trade union organisation to which the company shall pay it.

The company will transmit the amount to be withheld to the union to which it is entitled.

The commitment made by the employee in the letter of proxy also covers any change in the trade union membership contribution, duly notified by the trade union organisation to the company, by registered letter, unless expressly stated otherwise.

The employer that applies this CCNL is required to pay the union contribution withheld in the pay envelope through the INPS agreement system, indicating in the uniemens declaration the contract code that is indicated in the union proxy. In the event of technical difficulties in using this means of payment, the employer shall notify the trade union indicated in the proxy and shall pay the withheld contribution to the bank details of the OS indicated in the proxy.

TITLE IV: NATIONAL JOINT INSTRUMENTS

Premise

Bilaterality is proposed as one of the possible lines of action to contribute to the management and regulation of industrial conflict, aiming to foster a more collaborative and participatory approach in all those matters and areas where it is practicable and profitable for both opposing spheres of interest to cooperate and decide on an equal footing.

It is a system that stems from the progressive development of a dynamic system of industrial relations in which the continuity and regularity of meetings between the social partners is a crucial element.

Art. 18 National Bilateral Body

The Parties acknowledge the importance of bilaterality in the system of trade union relations at the various levels and therefore, in order to implement the aims, set out in this CCNL, agree that the national Bilateral Body, known as EBILAV, is the useful instrument for any initiative concerning employment, the labour market, training and professional qualification.

Art. 19 Functions and Purposes

The Bilateral Body EBILAV pursues the following aims:

a) training, in compliance with Article 37 of Legislative Decree 81/2008 and subsequent amendments and additions on safety at work, professional qualification and apprenticeship contract;
b) income and employment support, also through professional retraining of employees;
c) promotion, development and dissemination of supplementary forms in the field of social security and assistance, according to the agreements between the social partners
d) monitoring, through the establishment of an Equal Opportunities Commission, of the equal treatment of men and women workers, to avoid discrimination based on nationality, gender, political, trade union and religious ideas
e) reconciliation and certification, in accordance with the provisions of Legislative Decree 276/2003 and subsequent amendments and additions;
f) establishment of the Joint Committee for the performance of actions relating to the application of Legislative Decree 81/2008 and subsequent amendments and supplements,
g) establishment of the RSU database;
h) establishment of the RLS database;
i) authentic interpretation of the National Collective Labor Contracts and resolution of any disputes in this regard, through the establishment of a specific Commission, which also has the task of preventing and resolving potential conflicts;
j) establishment of a permanent Observatory for monitoring, for statistical purposes, the initiatives adopted by the Parties in the field of employment, labour market, contractual models, training and professional qualification, as well as verification of the progress of second-level bargaining and disputes examined by the Conciliation Commissions;
k) management of the mandatory contributions referred to in the following articles, in accordance with the regulations formulated by the Parties that have stipulated this contract;
l) establishment of bilateral bodies at territorial level and coordination of the related activities, verifying their consistency with the national agreements;
m) activation, directly or by agreement, of procedures to access community programs inspired and financed by structural funds, with particular reference to the European Social Fund and related management;
n) activation of a supplementary health care fund and a supplementary pension fund;
o) implementation of any additional task that falls within the provisions of the Law and that is entrusted to the Entity by the contracting Parties.

The National Bilateral Body will formulate a draft regulation for the Territorial Bilateral Bodies.

Art. 20 Bilateral territorial bodies

- At the territorial level, the territorial Bilateral bodies are established.
- The territorial Bilateral Body is required to carry out the following activities:
- - monitoring of fixed-term contracts and fixed-term supply contracts;
- - protection of the health and dignity of the person;
- - carries out functions in the field of apprenticeship;
- - shared work;
- - establishes the joint body and exercises its functions in the field of safety at work;
- - promotes and manages, at the local level, initiatives in the field of professional training and qualification also in collaboration with the Regions and other competent bodies.
- - receives communications in the field of weekly working hours, flexibility of working hours and in relation to the procedures for multi-weekly flexibility;
- - carries out functions in the field of conciliation and arbitration;

It can also:

a) plan and organize, at the level of competence, reports on the economic and productive framework of the sector and the related development prospects on the state and employment forecasts, also by coordinating surveys and investigations, preparing estimates and projections and sending the results to the national bilateral body, also on the basis of the surveys carried out by business associations in compliance with the provisions of art. 9 of law no. 56/1987; the guarantees provided for by art. 4, fourth paragraph, of law no. 628 of 22 July 1961 remain unchanged for businesses;
b) research and process, also for statistical purposes, data relating to the implementation and use of agreements on training and work contracts and apprenticeships, sending the results, usually on a quarterly basis, to the national bilateral body;
c) acts as a body promoting the agreements for the implementation of training internships pursuant to paragraphs 720 to 726 of Law 234/2021,
d) carries out the functions assigned to it by the territorial agreements on salary realignment;

Art. 21 Bilateral Body Financing

The contribution to be allocated to the EBILAV Bilateral Body (code LAV1) is set at 0.30% (0.20% paid by the employer and 0.10% paid by the worker) calculated on the pay slip and contingency.

The parties specify that, given the mandatory nature of this contribution, the company that omits the payment is required to pay the worker a separate element of the remuneration equal to 25 euros/month, paid for 14 months and included in the actual remuneration.

MINUTES NOTE

Respect for the principle of trade union freedom means that an obligation to join the indicated body cannot be imposed and, therefore, the option to join another bilateral body that guarantees the same services remains intact.

Art. 22 National Tools

The parties have the right to establish, within the bilateral body:

1) the National Commission for the evolution at European level in social matters.
2) the Joint Commission for Equal Opportunities;
3) the National Observatory;
4) the National Joint Commission.

The National Commission for the development at European level in social matters, the Permanent Joint Commission for Equal Opportunities, the National Observatory, the National Joint Commission, are each composed of six members, three of whom are designated by the employers' organizations and three by the trade unions. A substitute may be appointed for each effective member.

Art. 23 National Commission for the development of social issues at European level

It deals with the harmonization of legislative regulations and collectives' contracts in the field of employment relationships with Community legislation.

In particular, if the European Union issues recommendations or directives that affect the food industry sector, the Parties may meet in order to evaluate the opportunity to define joint notices to be submitted to the Italian legislator prior to the issuance of the implementing legislation.

The Commission will also have the task of evaluating the agreements signed during the European social dialogue in the sector in order to express an opinion to the signatory Organizations regarding the possible implementation in the national contractual system.

It will report on the activity carried out to the signatory Organizations.

Art. 24 Joint Commission for Equal Opportunities

The parties agree on the opportunity to establish a Permanent Commission for Equal Opportunities, which is assigned the following tasks:

1) to study the qualitative and quantitative evolution of female employment in the sector, using data disaggregated by sex, level of professional classification and type of employment relationships;
2) to follow the evolution of Italian, European and international legislation on equal opportunities in the workplace;
3) to promote appropriate interventions to facilitate the reintegration into the labour market of women or men who wish to resume their activity after an interruption of work activity;
4) to identify initiatives for professional updating and training, also in order to safeguard the professionalism of those who resume work activity following cases of abstention, leave of absence and leave, as provided for by Law 53 of 8 March 2000;
5) prepare Positive Action projects aimed at promoting female employment and professional growth, also using the opportunities offered by Legislative Decree 198/2006 and the relevant Community Funds;
6) promote effective interventions to prevent mobbing behavioural acts in the labour relations system;
7) analyse the quantitative and qualitative data that will come from the joint bodies relating to the procedures and solutions identified in relation to sexual harassment;
8) collect and analyse the initiatives and results achieved in terms of positive actions by promoting initiatives related to the agreements referred to in art. 9 of Law 53 of March 8, 2000 and disseminating good practices;
9) identify initiatives aimed at overcoming all forms of discrimination in the workplace, with particular regard to wage discrimination and access to professional training;
10) collect data relating to the qualitative and quantitative aspect of the mobbing phenomenon, identifying its possible causes and formulating proposals for positive actions in order to prevent and repress critical situations, also in order to implement measures to protect the employee concerned;
11) in application of the "Code of Conduct on measures to be taken to combat sexual harassment" attached to the Recommendation of the European Commission of 27 November 1991, as amended by the Treaty of Amsterdam of 2 October 1997 on the protection of the dignity of women and men at work, prevent sexual harassment in the workplace and, in the event that it occurs, ensure immediate and simple recourse to appropriate procedures to address the problem and prevent its recurrence. To this end, this Commission will have the task of receiving news, reports or complaints of sexual harassment and, in cases of need, may avail itself of external professionals. Every worker may receive assistance and advice from the Commission. The Commission will also have the task of disseminating the code of conduct and identifying any specific training courses aimed at companies and workers. (The Parties ask the Government that such training programmes be considered positive actions also for the purposes of

admission to legal funding).

12) Any adhesion of companies to the professional training project schemes jointly defined and accepted by the Organizations signing the National Contract, of which the parties will promote knowledge, constitutes a title for the application of benefits provided for by the provisions of law in force on the matter.
13) The Commission may use, for the performance of its tasks, the data provided by the National Observatory (if established).
14) The Commission usually meets quarterly or at the request of one of the parties, chaired in turn by a member of the two groups, deliberates unanimously for the implementation of the tasks indicated above.
15) It will present a report annually, complete with collected and processed materials: in this context it will report on its activity to the signing organizations by presenting both the proposals on which the unanimous opinion of the Commission has been reached, and the evaluations that constitute the positions of one of the components.

Art. 25 National Observatory

The National Observatory is the instrument of the EBILAV Bilateral Body for the study and implementation of all initiatives assigned to it on the basis of agreements between the social parties in the field of employment, labour market, training and professional qualification.

To this end, the Observatory implements all useful initiatives, and in particular:

a) plans and organizes reports on the economic and production framework of the sector and the related development prospects, on the state and forecasts of employment, also coordinating investigations and surveys, developing estimates and projections also in order to provide the parties with the technical support necessary for the realization of the meetings referred to in the art. 1;
b) develops proposals on training and professional qualification, also in relation to national and EU legislative provisions and in collaboration with the Regions and other competent bodies, also aimed at creating the most appropriate conditions for their practical implementation at territorial level;
c) receives and processes, also for statistical purposes, the data provided by the Provincial Observatories (where established) on the implementation and use of agreements on insertion and apprenticeship contracts as well as fixed-term contracts;
d) receives from the territorial organizations the agreements made at territorial or company level, taking care of their analysis and registration;
e) carries out the functions provided for in the field of fixed-term contracts and apprenticeships.

Art. 26 National Joint Commission

The National Joint Commission is the body responsible for ensuring compliance with the agreements reached and for proposing to the signatory Organizations the updating of the contract on the provisions of the last paragraph of this article.
To this end:

a) examines, with the exception of the matter of disciplinary sanctions, all disputes regarding the interpretation and application of entire institutions or individual contractual clauses;
b) identifies professional figures not included in the current classification, in relation to technological/organizational innovation processes of particular importance. The Commission will meet at the request of one of the parties in the face of a need that has also emerged during territorial comparison. The Commission will proceed to examine the content of the professional figures and their classification, on the basis of the contractual criteria and using evaluation elements jointly deemed suitable. In carrying out its activity, the Commission will pay particular attention to the problems relating to emerging professional skills. The conclusions of the Commission must be submitted to the signatory parties and, if accepted, will integrate this CCNL.

c) develops the examination of the classification, in order to seek coherence between the current declarations and the related examples, formulating any proposals for updating to the contracting Organizations. Annually, usually in the second semester, the Commission will report to the contracting parties, in a specific meeting, the results of the studies carried out. Three months before the contractual expiry, the Commission will present a final report to the parties.
d) examines, on the occasion of contractual renewals, any proposals put forward by the contracting parties and develops new proposals regarding classification, subsequently submitting them to the contracting parties for their inclusion in the contractual text.

Art. 27 National Joint Commission: procedures

The Secretariat of the National Joint Commission shall take minutes of the meetings and resolutions adopted, which must be signed by the members of the Commission itself.

The National Joint Commission shall meet upon request submitted, by registered mail with return receipt or certified email, by the Organizations stipulating this contract or by the local trade union organizations belonging to the aforementioned national Organizations, independently or on behalf of an employee, or by companies adhering to the local or national category organizations signing this CCNL.

Upon submission of the request referred to in the previous paragraph, the interested party shall submit to the National Joint Commission all the elements useful for examining the dispute.

The meetings of the National Joint Commission shall normally take place at the headquarters of FEDERDAT.

The date of the meeting shall be set by agreement between the parties within 15 days of the submission of the request referred to in the previous fourth paragraph and the entire procedure shall be completed within the following 30 days.

The Commission, before making a decision, may summon the parties in dispute to acquire any information and observations useful for examining the dispute itself.

The decisions of the Joint Commission are transmitted in copy to the interested parties, who are obliged to comply with them and, where appropriate, to implement them, transferring their contents to a conciliation report, pursuant to and for the purposes of Articles 411, third paragraph, and 412 of the Code of Civil Procedure and 2113, fourth paragraph of the Civil Procedure, as amended by Legislative Decree no. 80 of 31 March 1998 and Legislative Decree no. 387 of 29 October 1998.

While proceedings are pending before the National Joint Commission, the trade unions and the interested parties may not take any other trade union or legal initiative.

For everything relating to the functioning of the National Joint Commission, the Commission itself may provide, with its own resolutions.

TITLE V: WORKERS' SAFETY REPRESENTATIVES

Art. 28 RLS

Pursuant to Legislative Decree 81/08, the number of safety representatives is identified as follows:

a) one representative in companies or production units with up to 200 employees;

b) three representatives in companies or production units with 201 to 1000 employees

c) six representatives in all other companies or production units;

except for more favourable clauses in company contracts, defined in relation to the peculiarities of the risks present in the company.

The safety representative may not suffer any prejudice due to the performance of his/her activities and the same protections provided by law for trade union representatives apply to him/her.

In application of art. 50 paragraph 1, letters e) and f) of Legislative Decree 81/2008, the representative has the right to receive the information and company documentation provided for therein for the most profitable performance of the assignment.

The representative may consult the risk assessment document kept at the company, where applicable.

The representative is required to use such data and the production processes of which he/she is made aware or becomes aware, in a manner strictly connected to his/her assignment, in compliance with company secrecy.

The employer consults the safety representative on all events for which the legislative discipline provides for the latter's consultative intervention.

The minutes of the consultation must include the observations and proposals formulated by the safety representative.

The safety representative, to confirm that the consultation has taken place, signs the minutes of the same.

The safety representative, in carrying out his/her duties and where necessary, uses the same premises that the company has allocated to the RSA/RSU.

The right of access to the workplace must be exercised in compliance with organizational and production needs and business secrecy with the limitations provided for by law.

The safety representative elected directly by the workers within the company must inform the employer, with at least 2 working days' notice, of the visits he/she intends to carry out in the workplaces.

The same, during the visits that he will carry out in the workplace, will be accompanied for organizational and production reasons by the service manager or by a delegated person.

The territorial safety representative must inform the employer, with at least 7 days' notice, of the visits that he intends to carry out in the workplace.

The same, during the visits that he will carry out in the workplace, will normally be accompanied by a representative of the employers' association competent for the territory.

The safety representative has the right to the training provided for in art. 50, paragraph 1, letter G) of Legislative Decree 81/2008; the training cannot entail economic costs for the safety representative and is carried out through additional paid leave in addition to that already provided for his activity;

Such training must include, with specific reference to the sectors involved, a 32-hour program that must include:

- general knowledge of the obligations and rights provided for by the legislation;
- fundamental knowledge of the risks and the related prevention and protection measures;
- risk assessment methodologies;
- minimum communication methodologies.

The training courses are organized by the Regional Joint Body or in collaboration with it. Taking into account the provisions introduced by the State-Regions Agreement of 7 July 2016, relating to the identification of the duration and minimum content of the training

courses for the Managers and Employees of Prevention and Protection Services, pursuant to art. 32 of Legislative Decree 81/2008 and subsequent amendments, the Parties confirm that the "basic training" for R.L.S. and subsequent refresher courses may also be provided in e-learning mode.

To this end, the training must comply with the provisions contained in the aforementioned State-Regions Agreement of 7 July 2016, in terms of organizational, technical and educational requirements.

It is understood that in the event of regulatory changes and/or additions, it will be necessary to adapt to the aforementioned contents.

Art. 29 RLST

The Workers' Representative for Safety in the Territory will carry out the same legal duties as the RLS for a group of Companies included in a specific territory.

The RLST is an expression of the Joint Body (*Organismo Paritetico* - OP) for the application of Legislative Decree 81/2008.

The OP will designate each RLST in the ratio of 1 RLST for every 1,000 (one thousand) employees and/or 1 RLST up to a maximum of 250 companies.

Art. 30 Joint bodies (*Organismi Paritetici* – OP)

The parties undertake to establish within the EBILAV Bilateral Body, a National Joint Body for Safety at Work formed by an equal number of members appointed in equal parts by the trade unions and employers' organizations up to a maximum of 6 each.

The aforementioned National Joint Body (*Organismo Paritetico Nazionale* – OPN) will operate in full functional autonomy with respect to the Bilateral Bodies.

The O.P.N. for Safety at Work has the following tasks:

- promote direct training, through seminars and other complementary activities for the members of the O.P.R. (*Organismo Paritetico Regionale* - Regional Joint Body);
- promote the establishment of the Regional Joint Bodies and coordinate their activity;
- verify the establishment of the Regional Joint Bodies;
- develop the guidelines and criteria for the training of workers and safety representatives, taking into account the provisions of the Ministers of Labor and Health;
- promote the exchange of information and assessments regarding the application of the legislation;
- promote and coordinate training and other interventions in the field of health and safety at work, obtaining funding from the EU and national public and private bodies;
- encourage the testing of flexible and innovative training modules that meet the specific needs of companies, and intended for the subjects referred to in this agreement, also on the basis of EU and national public sources;
- evaluate proposals for community and national regulations, also to develop common positions to propose to European bodies, the Government, Parliament and other competent national administrations;
- receive from regional joint bodies the list of names of safety representatives.

TITLE VI: SETTLEMENT OF DISPUTES

Art. 31 Conciliation Commissions

Pursuant to the provisions of articles 410 and following of the Code of Civil Procedure, as amended by Legislative Decree 31/3/1998 n. 80 and Legislative Decree 29/10/98 n. 387, for all individual or multiple disputes relating to the application of this contract and other contracts and agreements in any case concerning employment relationships in companies included in the scope of application of this contract, a mandatory attempt at conciliation at a trade union level is foreseen according to the rules and methods set out in this article to be carried out at the Conciliation Commissions.

The Conciliation Commission is composed:

- for employers, from a minimum of one to a maximum of three representatives of the local signatory trade union organization to which the company is registered and/or has given a mandate.
- for workers, from a minimum of one to a maximum of three representatives of the local signatory trade union organization to which the worker is registered and/or has given a mandate.

The members of the conciliation commission, in order to carry out their effective role as conciliators, must have deposited their signature at the competent Provincial Labor Inspectorate, pursuant to the provisions of the law.
The party interested in settling the dispute must request the conciliation attempt through the Trade Union to which they are registered and/or have given a mandate.
Once the communication has been received, the Territorial Conciliation Commission will convene the parties within 20 days, setting the day and time at which the conciliation attempt will be made. The conciliation attempt must be carried out, pursuant to Law no. 183/2010, the conciliation attempt must be carried out within 60 days from the date of receipt or presentation of the request by the employers' association or Trade Union to which the worker gives a mandate.
The Territorial Conciliation Commission carries out the conciliation attempt pursuant to articles 410, 411 and 412 c.p.c. and 412 ter.

The minutes of conciliation or lack of agreement are filed by the Conciliation Commission at the territorial Directorate of Labour competent for the territory and for this purpose must contain:

1. the reference to the collective contract or agreement that governs the employment relationship to which the conciliated dispute refers;
2. the presence of union representatives whose signatures are deposited with the Territorial Directorate of Labor;
3. the presence of the parties personally or correctly represented.

If the parties have already found a solution to the dispute that has arisen between them, they may request, through spontaneous appearance, to conciliate the same for the purposes and effects of the combined provisions of articles 2113, paragraph 4 of the Civil Code, 410 and 411 of the Italian Code of Civil Procedure, 412 and 412ter.

The decisions taken by the Territorial Joint Conciliation Commission do not constitute an authentic interpretation of this contract, which therefore remains the responsibility of the National Joint Commission.

In the event of a request for an attempt at conciliation for a dispute relating to the application

of a disciplinary sanction, this will be suspended until the conclusion of the procedure.

SECTION SECOND: REGULATION OF THE EMPLOYMENT RELATIONSHIP

TITLE I: LABOR MARKET

CHAPTER I: APPRENTICESHIP

Art. 32 Apprenticeship contract

The apprenticeship contract can be established with young people between the ages of eighteen and twenty-nine, and is aimed at qualifying workers through a training course for the acquisition of basic, transversal and technical-professional skills.

Apprenticeship is permitted for all qualifications and tasks included in levels II° to VII°.

Art. 33 Duration

The maximum duration of the apprenticeship is three years.

Art. 34 Recruitment

To establish an apprenticeship contract, a written contract between the company and the worker is required, which must indicate:

- the qualification that will be acquired at the end of the training period;
- the duration of the apprenticeship period, which coincides with the training period;
- the salary;
- the trial period;
- the reference to the Individual Training Plan (PFI) for the purposes of defining the training path and any other useful contractual indication.

The Individual Training Plan (PFI) must be attached to the contract as an integral part of it.

Art. 35 Number of apprentices

Total number	Number of apprentices
Up to 3 employees (0 to 3):	Maximum 3 apprentices
From 4 to 9 employees	No more than 100% of employees;
Over 9 employees	Ratio of 3 apprentices for every 2 specialized and qualified workers

Art. 36 Duration of apprenticeship

The following durations are established

Levels	Duration
7	36
6	36
5	36
4	30
3	30
2	24

- For workers with a degree relevant to the professionalism to be acquired, the duration is reduced
- - By 12 months if the qualification to be achieved is level 6 or 5;
- - By 6 months if the qualification to be achieved is level 7;

Art. 37 Role of the Bilateral Body (EBILAV)

Employers who intend to hire apprentices may request a conformity opinion from the specific Commission of the Bilateral Body competent for the territory. For this purpose, it is necessary to submit an express request, accompanied by a training plan.

In order to issue the conformity opinion, the Commission is required to verify the appropriateness of the numerical ratio between apprentices and qualified workers, the admissibility of the contractual level of classification, as well as compliance with the condition referred to in the previous article.

If the Commission does not express itself within 30 days of receiving the request, it will be considered accepted.

As an alternative to the provisions of the previous paragraphs, companies with production units distributed in more than two regions may forward the application referred to in the first paragraph to the specific Commission established within the National Bilateral Body.

The joint commission established within the National Bilateral Body will express its opinion of conformity in relation to the rules set out in the CCNL on apprenticeship, the training programs indicated by the company and the contents of the training plan, aimed at achieving specific professional qualifications.

If the joint commission within the National Bilateral Body does not express itself within 30 days of receiving the application, the conformity of the training plan will be considered acquired.

When hiring apprentices, companies will forward the opinion of conformity of the joint commission within the National Bilateral Body or, after the 30 days referred to in the previous paragraph, to report the automatic confirmation of the training plan to the joint commissions established within the Bilateral Bodies of the territories in which the hiring is planned and to which the related requests will be forwarded, in order to allow the sole verification of the appropriateness of the numerical ratio between apprentices and qualified workers, the admissibility of the contractual level of classification as well as compliance with the condition referred to in the previous art.

If the Commission does not express itself within 30 days of receiving the request, this will be considered accepted.

Employers based in territories where there are no Bilateral Bodies and/or joint bodies operating between the parties stipulating this CCNL will forward the request referred to in paragraph 1 of this article to the Commission established within the National Bilateral Body which will express its opinion within 30 days of receiving the request.

Art. 38 Probationary period

The maximum duration of the probationary period for apprentices cannot be longer than that foreseen for the qualification to be acquired at the end of the apprenticeship period.

Art. 39 Recognition of previous apprenticeship periods

The apprenticeship period completed at other companies will be computed at the new one, without prejudice to the minimum duration provided for by current legislation, for the purposes of completing the period prescribed by this contract, provided that the training refers to the same activities and there has not been an interruption of more than one year between one period and the other.

In the case of cumulation of multiple relationships, the training hours will be proportionate in relation to the remaining apprenticeship period to be completed.

In order to obtain recognition of the accumulation of apprenticeship periods previously completed at other companies, the apprentice must document, upon hiring, the periods already completed and the attendance of external training courses.

The apprenticeship period will be reported in the training booklet for the purposes of demonstrating the activity carried out.

In the event of termination of the relationship, the apprentice will be issued by the company with a document certifying the apprenticeship periods already completed.

Art. 40 Employer's obligations

The employer has the obligation:
a) to impart or have imparted in his company, to the apprentice employed by him, the necessary training so that he can acquire the ability to become a qualified worker;
b) not to subject the apprentice to work paid on a piecework basis or in general to incentive-based work;
c) not to subject the apprentice to work beyond his physical strength or that is not relevant to the work or trade for which he was hired;
d) to grant the apprentice, without making any deductions from the salary, the permits necessary for the acquisition of formal training, internal or external to the individual companies;
e) to grant the apprentice the paid permits necessary for the exams relating to the achievement of qualifications.

The companies will give written notice of the qualification to the apprentice 30 days before the expiry of the apprenticeship period.

Art. 41 Duties of the apprentice

The apprentice must:
a) follow the instructions of the employer or the person in charge of his professional training and follow with the utmost commitment the teachings given to him;
b) carry out his work with the utmost diligence;
c) attend with assiduity and diligence the teaching courses for the carrying out of formal training;
d) observe the general disciplinary rules provided for in this contract and the rules contained in any internal company regulations, provided that the latter do not conflict with the contractual and legal rules.

The apprentice is required to attend the courses referred to in letter c) of this article, even if in possession of a qualification.

Art. 42 Training

The duration of training for professional apprenticeship is set at 120/80/40 hours of training depending on the apprentice's qualifications.
Training can be provided by training bodies operating in the area or directly by companies in possession of the minimum standards necessary to perform the functions of training body.
Training can also be provided via FAD. Pending the definition of the methods at regional level, it is believed that the limits to FAD envisaged for training on workplace safety and accident prevention can be applied.

Art. 43 Remuneration

The worker hired with a professionalizing apprenticeship contract is classified two levels below the final destination, for the first half of the period and at a lower level for the second half.
Apprentices with a final destination at the second level will be classified at the first level for the entire period.
The remuneration of apprentices is composed of: table remuneration, contingency allowance and EDR.

Art. 44 Regulatory treatment

For anything not specifically provided for in this article, the apprentice is entitled, during the apprenticeship period, to the same regulatory treatment provided for by this C.C.N.L. for workers of the qualification for which he is completing the internship.
Part-time employment is permitted for apprentices, with working hours of no less than 50% of full time.

Art. 45 Reference to the law

For anything not regulated by this contract in terms of apprenticeship and professional education, the parties make express reference to the provisions of law and regulations in

force in this matter.

Art. 46 Apprenticeship for qualification and professional diploma

- In the apprenticeship for the qualification and professional diploma, for the training hours paid by the employer, a remuneration equal to 10% of that due is recognized.
- In the event of transformation of the apprenticeship contract for the qualification and professional diploma into a professionalizing apprenticeship, the maximum overall duration of the two periods cannot exceed 60 months.
- The professional classification level of the apprentice will be that corresponding to the final category.
- The economic treatment to be recognized to the apprentice will be determined as follows:
- - for the 1st year, 70% of the remuneration due at the end of the apprenticeship period;
- - for the 2nd year, 80% of the remuneration due at the end of the apprenticeship period;
- - for the 3rd year, 90% of the basic remuneration due at the end of the apprenticeship period;
- - for the possible 4th year, 95% of the basic remuneration due at the end of the apprenticeship period.

Art. 47 High level training and research apprenticeship

In the apprenticeship for the qualification and professional diploma, for the hours of training paid by the employer, a salary equal to 10% of that due is recognized.

The apprentice hired with the high-level training and research apprenticeship contract will be classified, also for salary purposes and in coherence with the training path, as follows:

a. for paths lasting more than a year

- - for the first half of the apprenticeship period: two levels below the final destination level;
- - for the second half of the apprenticeship period: one level below the final destination level;

b. for paths lasting no more than a year

- - for the apprenticeship period one level below the final destination level.

Art. 48 Apprenticeship in seasonal cycles

All employers who carry out their activity in seasonal cycles have the possibility of hiring apprentices with fixed-term employment contracts.

The apprenticeship relationship in seasonal cycles can be divided into multiple relationships lasting no less than 4 months. The last of the relationships must begin within 48 consecutive months from the date of first hiring.

The duration of the training course must be proportionate to the actual duration of the relationship with the apprentice.

For the purposes of calculating the duration of the seasonal apprenticeship, short work activities carried out in the interval between one season and the next are also useful.

The seasonal apprentice has the right of precedence, for 1 year, in hiring by the same company for the following season, except if dismissed for just cause.

CHAPTER II: FIXED-TERM WORK, ADMINISTRATION

Art. 49 Fixed-term contract

While it is understood that staff must normally be hired for an indefinite period, it is nevertheless permitted to hire staff on a fixed-term contract in all cases or under the conditions expressly provided for by the laws in force on the regulation of fixed-term employment contracts.

The addition of a term is ineffective if it is not in writing. A copy of the written document must be delivered by the employer to the employee.

The reasons for which the term is added to the employment contract are specified in the letter of employment.

Art. 50 Numerical limits

As many workers as 50% of those with permanent contracts in force at the time of hiring can be hired on a fixed-term contract.
The option of hiring 3 employees on a fixed-term contract in production units with fewer than 6 employees, remains intact.
Contracts that are justified in the following cases are not counted towards reaching the percentage limits:
a. fixed-term contracts concluded in the first 24 months from the start-up phase of new business activities, or from the entry into operation of a new company production unit.
b. to replace absent workers;
c. to carry out seasonal activities pursuant to art. 21 c.2 of Legislative Decree no. 81/2015;
d. with workers over 50 years of age;
e. workers with a reintegration contract;
f. for access control services, auxiliary museum, trade fair and conference services
g. for integrated services in the trade fair, museum and archaeological sector, including promotional initiatives and recreational and cultural events, as well as first aid fire services, etc.
h. temporary increases in activity ordered by the client;
i. exceptional work requiring personnel with specializations other than those normally employed.

In cases of replacement of absent workers and performance of seasonal activities, the possibility of stipulating fixed-term contracts with a total duration not exceeding 8 months between the same worker and the same employer during the year is foreseen.
Furthermore, the criteria that regulate seasonality will be identified with a company agreement. By way of example, the following activities reflect the characteristics of seasonality: rodent control and disinfection, green area services, including garden cleaning, pruning and felling of plants, aerial interventions for cleaning roofs and gutters, cutting of riparian and street grass, also with self-propelled machinery.

Art. 51 Duration

It is permitted to set a term to the duration of the contract not exceeding 24 months.
If the limit is exceeded, as a result of a single contract or a succession of contracts, the contract is transformed into a permanent contract from the date of such exceeding.
If the employment relationship continues after the expiry of the term initially set or subsequently extended, the employer is required to pay the worker an increase of 20% of the overall remuneration for each day of continuation of the relationship up to the 10th day thereafter and 40% for each additional day.
If the employment relationship continues beyond the 30th day in the case of a contract lasting less than six months, or beyond the 50th day in other cases, the contract is considered to be permanent from the expiry of the aforementioned terms.
The term of a fixed-term contract may be extended, with the worker's consent, only when the initial duration of the contract is less than 24 months and, in any case, for a maximum of 4 times in a 24-month period regardless of the number of contracts. If the number of extensions is greater, the contract is transformed into a permanent contract from the effective date of the fifth extension.
A further fixed-term contract between the same parties, with a maximum duration of 12 months, may be stipulated at the territorial labor directorate competent for the territory.
In any case, fixed-term contracts concluded in the first 18 months from the start-up phase of new business activities, or from the entry into operation of a new production or service line, or of a new company production unit, are exempt from quantitative limitations.

Art. 52 Probationary period

The duration of the probationary period is that of the corresponding classification level assigned in permanent contracts. In contracts of less than one year, it cannot exceed 50%

of the duration of the contract.

Art. 53 Right of precedence

The worker who has worked for the same company for more than 6 months under one or more fixed-term contracts has the right of precedence in permanent hirings carried out within the following 12 months for the same tasks.

The worker hired on a fixed-term basis to carry out seasonal activities has the right of precedence for the same seasonal activities.

The right of precedence may be exercised provided that the worker expresses his/her will to do so within 6 months (3 months in seasonal activities) from the date of termination of the relationship and expires within 1 year from the termination of the relationship.

In the event of a transition to a permanent contract, the periods of service performed are counted for the purposes of seniority of service.

Art. 54 Regulatory treatment

Holidays, the thirteenth month's salary and the presence bonus will be paid and divided into 365 parts, based on the number of days of the fixed-term contract.

Art. 55 Administration Contract

A maximum number of workers with a fixed-term or permanent supply contract may be employed at the same time, not exceeding 20% of the permanent employees in force in the reference year. Exceptions to the calculation of the 20% are contracts concluded for the start-up of new activities or for the replacement of absent workers with the right to retain their job.

CHAPTER III: PART-TIME

Art. 56 Premise

The parties, believing that the part-time employment relationship can be considered a suitable means to facilitate the meeting between supply and demand of work, with the aim of guaranteeing part-time workers a correct and fair regulatory regime, agree on the merits as follows.

The part-time employment relationship has the function of allowing: flexibility of the workforce in relation to the flows of activities within the day, week, month or year; response to individual needs of workers, even those already employed.

Art. 57 Part-time relationship

The establishment of the part-time relationship must be indicated in a written document, which indicates:

- the probationary period for new hires;
- the duration of the reduced work performance and the temporal placement of the working hours with reference to the day, week, month and year and related methods. The individual performance will be set between the employer and the employee in an amount not less than the following limits: The minimum weekly working hours cannot be less than 14 hours. For vertical and mixed part-time, this value must be proportionate in the amount of 60 hours per month and 600 hours per year. The daily working performance cannot be less than two hours.
- the economic and regulatory treatment according to the criteria of proportionality to the amount of the work performance;
- the precise indication of the duration of the work performance and the placement of the hours with reference to the day, week, month and year;
- all other conditions of employment.

The supplementary contract establishes the minimum limit of hours of service compared to the normal weekly, monthly and annual hours.

Art. 58 Part-time employment relationship regulation

The part-time relationship will be governed according to the following principles:

a) voluntariness of both parties;

b) reversibility of the service from part-time to full-time in relation to the company's

needs and when it is compatible with the tasks performed and/or to be performed, without prejudice to the voluntariness of the parties;

c) priority in the transition from full-time to part-time or vice versa of workers already in force with respect to any new hires, for the same tasks;

d) applicability of the rules of this contract as compatible with the nature of the relationship itself;

e) voluntariness of the parties in the event of changes to the agreed schedule.

Art. 59 Additional work: regulations

In the face of specific organizational and production needs, the employer may request additional work and extraordinary work (the latter for the same reasons that the CCNL provides for full-time workers).

Extra work is defined as work exceeding the work already agreed upon up to 8 hours per day, meaning those carried out beyond the hours agreed between the parties pursuant to art. 5 paragraph 2, Legislative Decree no. 81/2015.

Overtime hours must be paid with a 10% increase in the normal salary. Overtime hours must be paid with the normal increases.

Art. 60 Elastic and flexible clauses

The parties to the part-time employment contract may agree on flexible clauses relating to the timing of the service or to the increase in the duration of the service.

The performance of the requested working hours under flexible clauses entails the worker's right to an increase in the overall hourly remuneration of the entire service by 10% limited to the duration of the change.

The performance of the hours under flexible clauses entails the worker's right to an increase in the overall hourly remuneration of the entire service by the amount provided for by the additional work of 10%.

Art. 61 Right of precedence

Full-time staff employed on a permanent basis may apply to switch to part-time.

Workers affected by oncological pathologies as well as serious chronic-degenerative pathologies that worsen, for which there remains a reduced working capacity, are entitled to conversion to part-time.

In the case of oncological pathologies or serious chronic-degenerative pathologies that worsen concerning the spouse, children or parents of the worker, as well as in the case in which the worker assists a cohabiting person with total and permanent incapacity to work with a serious connotation according to the law (person who requires continuous assistance), priority is recognized in the conversion to part-time.

In the event of a request by the male or female worker, with a cohabiting child of no more than thirteen years of age or with a cohabiting child with a handicap according to the law, priority is recognized in the transformation of the employment contract from full-time to part-time.

The worker whose employment relationship is transformed from full-time to part-time has the right of precedence in hiring with a full-time contract for the performance of the same tasks or tasks of the same level and legal category.

The worker may request, for one time only, in place of parental leave or within the limits of the leave still due, the transformation of the employment relationship to part-time, provided that the reduction in hours does not exceed 50 percent. The employer is required to implement the transformation within 15 days of the request.

In the case of hiring part-time staff, the employer is required to promptly inform the staff already employed with a full-time contract who work in production units located in the same municipal area.

In the case of hiring full-time staff, a right of precedence is provided for in favor of workers hired part-time.

Art. 62 Reference to the law

For anything not regulated by this CCNL regarding part-time employment relationships, the

parties make express reference to the provisions of the law and regulations in force on the matter.

CHAPTER IV: NEWLY ENTERED WORKERS

Art. 63 Contract for newly entered workers

In order to facilitate reintegration into the workplace, a special regulation has been launched that can be applied on an experimental and optional basis for both permanent and fixed-term workers, provided that:

- the workers are first-time employees in the sector, or have not had another employment relationship with the same employer in the previous 12 months;
- they have not already performed the same tasks;
- they are over 35 years old;
- they are unemployed, suspended from work, looking for new employment, or with a closed self-employed activity.

During the first 24 months, the reduced wages compared to the classification level will be

- 1st half: 85%;
- 2nd half: 90%

The company can only stipulate one contract for new permanent workers: the stipulation of a subsequent contract is permitted only if the previous one has been stabilized by passing the probationary period.

In the case of hiring with a fixed-term contract, companies may stipulate:

- 2 contracts (if they have up to 5 employees);
- 3 contracts (if they have more than 5 employees).

CHAPTER V: INTERMITTENT WORK

Art. 64 Admitted hypotheses

The intermittent work contract can be concluded with subjects:

- over 55 years of age;
- under 24 years of age (for activities to be carried out within the 25th year of age)

The intermittent work contract can refer to one or more predetermined periods during the year, with a temporal declination defined in writing at the time of hiring.

Art. 65 Economic and regulatory treatment

For periods in which the worker undertakes to guarantee his/her availability, the amount of the monthly availability allowance is determined at 20% of the salary.

The availability allowance is all-inclusive and is excluded from the calculation of any legal or contractual institution.

In the event of illness or other impedimental event independent of the worker's will, the worker is required to promptly inform the company. In these circumstances, the right to the availability allowance does not accrue. If the worker fails to comply with the aforementioned obligation, he/she loses the right to the allowance for a period of 15 days.

In the case of intermittent work without obligation to respond, the availability allowance is paid only in the event of an effective response to the company's call.

In the event of illness occurring during the call, the worker will be entitled to an integration of the INPS allowance of up to 20% of the contractually established gross salary for the entire duration of the call.

CHAPTER VI: TELEWORKING

Smart working and remote working

The parties, pursuant to the law, distinguish smart work, as defined in this title, from remote work (or teleworking), the latter being understood as a dislocated method, different from that regulated by articles 18 et seq. of Law 81/17, of carrying out ordinary work, carried out at the worker's home with a fixed workstation and predefined working hours.

Definition of Smart Work

1. The work performance is carried out partly inside the company premises and partly outside without a fixed workstation within the limits of working hours set out in this CCNL.
2. The employer is responsible for the safety and proper functioning of the technological tools assigned to the worker for carrying out the work activity.
3. The agreement, relating to the smart working method, stipulated in writing, regulates the execution of the work performance carried out outside the company premises, the tools to be used, the rest and work times, the disconnection of the worker. The agreement can be fixed-term or indefinite. In both cases, termination cannot occur with less than 15 days' notice.

Smart Work relationships can be established "*ex novo*" or transformed, compared to the existing relationships carried out in the physical premises of the work structure.

It is understood that the smart worker is on the staff of the original work structure, or, in the case of "ex novo" establishment, at the work unit indicated in the letter of employment.

Smart working relationships will be governed according to the following principles:

1) voluntariness of the parties;
2) possibility of reversibility of the relationship, after a period of time to be defined in the event of transformation, without prejudice to the voluntariness of the parties;
3) equal opportunities with respect to career progression, training initiatives and other opportunities that arise in the work structure;
4) definition of the conditions relating to the service to be carried out under Smart Working, such as the determination of the hours (partial, total or without constraints), in compliance with the limits of the law and the contract;
5) guarantee of the maintenance of the same professional commitment, i.e. of similar quality levels of the activity carried out in the work structure, by the individual worker;
6) explanation of the functional and hierarchical links that are maintained and/or modified with respect to what exists in the work structure, including returns to the premises of the same;
7) assumption by the employer of the costs of IT and/or telematic work equipment;
8) inviolability of the worker's home, except for access strictly necessary for setting up the workstation and fulfilling the obligations incumbent on the employer;
9) inapplicability to the smart worker or smart worker of the rules on working hours, and of other institutions directly related to the performance of the service in a place pertaining to the employer.
10) The agents of the establishment and/or transformation of the new working method are respectively the employer and the worker. The worker who requests it or confers a mandate, may be assisted by the R.S.U./R.S.A., or in the event of their absence, by the territorial structure of one of the trade union organizations that signed this C.C.N.L.
11) The practical methods of carrying out the work through Smart Work agreed between the parties must be shown in a written document, constituting the agreement for the start and/or transformation of the working method.
12) the worker may request access to smart work for health reasons, for personal safety, (mobbing, sexual harassment) to safeguard his/her own safety or other causes that may harm the health or safety of the person, the employer in such cases and, where possible, may grant access to Agile Work or smart working.
13) In all cases, the employer shall provide the smart worker with information relating to Directive 91/533/EEC, the specific nature of the work to be carried out, the duration, whether full-time or part-time, considering that the working hours are those provided for in this CCNL, the break times or detachment from the IT systems, the day(s) in which the worker is available at the workplace in the case of a full-time contract, the delivery of hardware, software including antivirus, passwords, webcams and all other devices deemed suitable by the employer to guarantee the security of company data and the protection of the worker's privacy.

Collective rights
Smart workers have the same collective rights as workers operating within the company, including the production bonus. Communication with workers' representatives must not be hindered and the same conditions of participation and eligibility for elections for workers' representative bodies apply where these are provided for. Smart workers are included in the calculation to determine the thresholds for workers' representative bodies in accordance with the provisions of this CCNL.
Workers' representatives are informed and consulted on the introduction of smart working in accordance with the provisions of this national collective agreement.
Remuneration
The parties agree that the remuneration for the smart worker is that provided for by this C.C.N.L. the smart worker enjoys the same rights, guaranteed by the legislation and by this CCNL, provided for a comparable worker who carries out activities on the company's premises. However, in order to take into account, the specific characteristics of smart working, specific supplementary agreements of a collective and/or individual nature may be used. In any case, the employer must refer to the CCNL for all other contractual institutions, including the production bonus, which cannot in any way or case be worse than workers at the company premises.
Specific allowances
The employer in the written agreement for access to smart working of the worker must also include a reimbursement for the consumption of electricity and the internet connection which must be proportional to the actual consumption that the worker bears, in the case of Home office, only for the hours of work, including the break - disconnection, provided for by the relevant collective agreement and any company contract.
Communication system
Unless otherwise expressly agreed, each smart worker is required to make themselves available in a daily, weekly or monthly time slot, to be agreed upon individually or by work unit, to receive any communications from the employer. In the event of justified impossibility, the worker is required to notify the employer, including electronically.
The employer respects the smart worker's right to privacy. Any installation of any control tool must be proportionate to the objective pursued and must be carried out in compliance with Directive 90/270/EEC relating to video terminals.
Meetings and convocations of the work structure
In the event of meetings scheduled by the employer for technical/organizational updates, the smart worker must make themselves available for the time strictly necessary for the meeting itself. It is understood that the time dedicated to the meeting is considered to all intents and purposes a work activity.
Remote controls
The parties agree that the data collected for the evaluation of the individual worker's performance, including by means of computer and/or telematic systems, do not constitute a violation of art. 4 of Law no. 300/1970 and the contractual provisions in force, as they are functional to the performance of the relationship.
The employer is required to explain to the smart worker in advance the operating methods and any changes to the software for evaluating the work performed, in order to guarantee the transparency of the controls.
In the individual smart work agreement, the employer may communicate to the worker the additional methods for carrying out the controls, even indirect, of the services rendered.
Trade union rights
Workers who perform smart working are granted the right to access union activities that take place in the work structure, through the establishment of an electronic notice board, or other connection system managed by the employer. This right is aimed at allowing smart workers to access information of union and work-related interest, including trade union debates underway in the work structure. The amount of assembly hours will not be less than that

defined by the current C.C.N.L.

Organization of the work structure

The parties acknowledge that smart work, in the proposed configuration, represents a mere modification of the place of performance of the work, without affecting the worker's inclusion in the organization of the work structure and the consequent subjection to the employer's managerial and disciplinary power. The worker is required to communicate in advance to the employer the place/places outside the company where he/she will carry out the assigned work.

Diligence and confidentiality

The smart worker is required to perform his/her work with diligence and confidentiality, adhering to the instructions received from the employer. The smart worker cannot carry out work on his own behalf or for third parties in competition with the activity carried out by the employer on whom he depends.

Training

The parties, in agreeing on the need to guarantee full equality of treatment in terms of training interventions, undertake to ensure that initiatives are put in place aimed at safeguarding an adequate level of professionalism and socialisation of smart working workers.

Information rights

The employer is required to organize its communication flows in such a way as to guarantee rapid, effective and complete information to all workers in order to offer equal conditions to those who are less present in the work structure.

Also, for the purposes of the provisions of art. 7 of law no. 300/1970, the employer will send a copy of this C.C.N.L. to the smart worker by email, thereby considering the obligation to advertise fulfilled. Any communications, including those of a union nature, pursuant to and for the purposes of the laws and contractual provisions in force on the matter may be made, in addition to traditional systems, also with telematic/IT supports. The employer also provides a form of insurance against accidental damage to company assets made available.

Workstations

Smart working can be performed by the worker in any suitable place, which guarantees an adequate internet and telephone connection, respect for the privacy of communications with the employer, and the safety of the worker. In this sense, the individual smart working agreement can better define the characteristics of the place deemed suitable for carrying out the smart working service.

Smart working can also be performed at the worker's home.

The employer is responsible for adopting appropriate measures, in particular with regard to software, to ensure the protection of data used and processed by the smart worker for professional purposes. The employer shall inform the smart worker of all applicable laws and company rules relating to data protection. The smart worker is responsible for complying with such rules and regulations. The employer shall inform the worker, in particular, of:

a) any restrictions regarding the use of equipment, tools, computer programs, etc.;
b) the sanctions applicable in the event of violation.

Work tools

1. Any issue regarding work tools and responsibilities must be clearly defined in the written agreement in accordance with the provisions of the law, as well as any issue regarding costs.
2. As a rule, the employer is responsible for the supply, installation and maintenance of the tools necessary for a smart worker carried out regularly, unless the smart worker uses his or her own tools.
3. Where smart work is carried out regularly, the employer provides proportional compensation or coverage of costs directly arising from the work, in particular those

relating to the internet connection, presumed electricity consumption and a daily maternity voucher.
4. The employer provides the smart worker with the technical support and software necessary for carrying out the work.
5. The employer, in accordance with the provisions of the legislation, bears the costs arising from the loss and damage of the work tools as well as the data used by the smart worker.
6. In the event of failure or malfunction of the work tools, the smart worker must immediately notify the competent company structures.
7. The smart worker will take due care of the work tools entrusted to him and will not collect or spread illegal material via the internet.
8. The worker, in the cases provided for in the previous paragraph 7, may be subject to disciplinary measures provided for in this CCNL.

Verification of work activity

The employer or his representative, through the webcam tool, has the right to periodically verify the progress of the work assigned to the smart worker under the same verification conditions that the employer would do with a worker with the same job in the presence of the company premises.

In the same way as in the previous paragraph, the smart worker has the right to speak with the designated Manager for any clarification regarding the work to which he has been assigned.

The written agreement must indicate the company manager who can proceed with the verification and assistance.

Likewise, the written agreement must indicate the Company Union Representative or Single Union Representative or the Provincial Union Representative and the Safety Representative.

In this case, the smart worker can connect with his union representative or Safety Representative only during the break-disconnection. The webcam or similar tool suitable for recognizing the face must be positioned, in agreement with the employer or his representative, so that the worker's face is visible.

The verification by the employer or his representative must be accompanied by an identification code and a time counter different from that of the break-disconnection and other pressing causes that may occur to the worker forcing him to temporarily disconnect. The time counter must always be provided. The IT tools must allow this operation.

Technical interruptions

Interruptions in the telematic circuit or any machine downtime, due to breakdowns or accidental causes and in any case not attributable to the workers, will be considered the responsibility of the employer, who will take action to ensure that the breakdown is repaired. If the breakdown cannot be repaired within a reasonable time, the employer has the right to define the worker's return to the work structure, limited to the time necessary to restore the system. The worker is required to notify the employer promptly, and in any case no later than 1 hour after the event, of the interruption or malfunction of the IT or telephone tools necessary for the correct performance of the work in smart working.

Protection and prevention measures

In compliance with the provisions of Legislative Decree no. 81/2008 and subsequent amendments and additions, visits by the person responsible for prevention and protection of the work structure and by the safety delegate will be permitted, upon request, to verify the correct application of the provisions on safety, in relation to the workstation, if identified, and the technical equipment connected to it. Each smart working employee is required to use the workstation diligently, if provided by the employer, in compliance with the safety regulations in force, not to tamper with the systems and not to allow others to use them. In any case, each worker must take care of his own safety and health and that of other people in the vicinity of his work space, in accordance with his training and the instructions relating to the means and work tools used.

The employer is relieved of all liability if the worker does not comply with the aforementioned

provisions. The employer will proceed to stipulate a specific agreement for the insurance of the premises, if predetermined, in which the smart working performance takes place, as well as of the person and third parties who physically access it. In the case of smart working with a fixed workstation, a personal computer with a fixed video or in any case with an active-matrix monitor is expected to be installed. Workers must be informed on the correct use of the tools. In this sense, reference is made to the application agreement of Legislative Decree no. 81/2008 attached to this c.c.n.l.

Communication of the Agreement

The company must, within one week of the activation of smart working, provide communication to the Bilateral body for statistical purposes only on the extension of the application of this flexibility tool. The communication must provide the following data: worker's classification level, worker's job description, duration of the agreement. No sensitive data shall be sent to the Bilateral body which is therefore not required to request release pursuant to Legislative Decree 196/2003.

Accident

The parties agree to carry out joint action against INAIL and the relevant institutions in order to examine and define the consequences arising from the performance of smart working in domestic premises.

Remote Work (Telework)

Regulation of remote work relationship

The employment relationship, if carried out outside the company premises and at the worker's home, on a continuous basis, is defined as "remote work".

Workers who have an interest in it may access this dislocated method of work performance, upon request, within the limit of 1% of the company workforce.

Remote work must be the subject of a written agreement in which the following are established:

a) Duration;

b) Method of carrying out the work performance;

c) Assignment of company equipment necessary for carrying out the performance;

d) Method of monitoring the remote performance;

e) Working hours

f) Type of data connection necessary for carrying out remote work

g) Preparation and provision of the workstation necessary for carrying out the work performance

h) Regulation of use of telephone and IT tools necessary for carrying out the remote performance.

The employer shall provide for the installation - on loan for use pursuant to articles. 1803 of the Civil Code and following, unless otherwise agreed – at the worker's home of a remote workstation suitable for the needs of the work activity. The choice and acquisition of the equipment are the responsibility of the employer. The costs associated with the installation and management of the smart working station at the worker's home are borne by the company. The costs relating to the necessary and instrumental domestic utilities useful for the functioning of the workstation (electricity, web connection, heating, water, gas) remain the responsibility of the worker.

Remote controls in teleworking

The parties agree that the data collected for the evaluation of the individual worker's performance, including by means of computer and/or telematic systems, do not constitute a violation of art. 4 of Law no. 300/1970 and the contractual provisions in force, as they are functional to the performance of the relationship.

The employer is required to explain in advance to the remote worker the operating methods and any changes to the software for evaluating the work performed, in order to guarantee the transparency of the controls.

Any control visits by the employer or his substitutes must be agreed with the smart worker,

with sufficient advance notice before the inspection.

TITLE II: CONTRACTUAL WELFARE

Art. 66 Supplementary health care fund

The Parties, sharing the importance, have stipulated - through the EBILAV bilateral body - an agreement with the mutual aid society Cesare Pozzo in order to guarantee the provision of supplementary health care.

"Cesare Pozzo" is the largest mutual aid society, operating for over 135 years (since its establishment on 01 May 1877) on the national territory in compliance with the founding law n.3818/1886 and subsequent amendments; its purpose is mutual aid solidarity and is non-profit.

It is an organization with exclusively welfare purposes, regularly registered in the Register of Health Funds (at no. 0021073 – 18/06/2010-DGPROG-DGPROG-UFFV-P with renewal in the years 2011, 2012, 2013, 2014 and 2015) and therefore authorized to receive contributions intended for supplementary health care of the SSN for workers with the current tax breaks referred to in art. 51 paragraph 2 letter a) of Presidential Decree no. 917/86, i.e. the deductibility of the sums paid by the employer and intended for supplementary health benefits in the areas provided for by the Ministry of Health with Decree 31.03.2008 and with subsequent Decree 27.10.2009.

"Cesare Pozzo" is able to guarantee to the workers of the entrepreneurs registered with EBILAV and who apply the relevant CCNL, the supplementary health benefits to the SSN provided for therein, upon adhesion by the employers by signing the application for membership as a promoter member and subsequent admission resolution by the Board of Directors of Cesare Pozzo, with the automatic simultaneous enrolment of the relevant workers;

Memberships

Each worker, upon request for membership to Cesare Pozzo by EBILAV - as well as by the related registered entrepreneurs - by virtue of the application for admission as a "promoting member" and subsequent resolution of acceptance by the Board of Directors of Cesare Pozzo itself, will be registered in the latter's member book (in the affiliated members section) and placed in the basic plan "EBILAV Supplementary Health Fund (*Fondo sanitario integrativo EBILAV*)".

The coverage will be active starting from the first day of the month in which the membership fee is paid according to the methods and times indicated in the following point 5.

The health plan covered by this agreement provides for two ways of using the coverage that Cesare Pozzo can provide to the beneficiary worker:

a) direct assistance, by directly using the supplementary health services at a facility that has an agreement – directly or through Consortia in which Cesare Pozzo participates (*Consorzio* MU.Sa.; *Fondo Salute* SCE a r.l.) – with the Cesare Pozzo health or dental network, without paying the cost in advance or contributing within the limits of the amount to be paid by the beneficiary worker, in accordance with the provisions of the "EBILAV supplementary health fund" plan. The lists of the aforementioned contracted facilities can be consulted on the Cesare Pozzo website www.ceserepozzo.org;

b) indirect assistance, by reimbursement of the health expenses incurred by the beneficiary worker, according to the limits and conditions defined in the "EBILAV supplementary health fund" plan regulations.

Contributions

For the financing of the mutual fund, a mandatory contribution is due to the company, which is required to collect it as per its own regulations, equal to €144.00 (one hundred and forty-four/00) per year for each beneficiary worker, to be paid to the Cesare Pozzo mutual fund in advance in equal monthly instalments, equal to €12.00 (twelve/00 euros) for each worker, no later than the 16th (sixteenth) day of each month.

Starting from the month following the date of signing of this CCNL, the company that fails to pay the aforementioned instalments is alternatively required:

• to provide the worker with a separate element of the non-absorbable remuneration of an

amount equal to 15.00 euros gross, to be paid for 14 months and which is included in the actual remuneration;
• to ensure that workers receive the same health benefits guaranteed by the Cesare Pozzo mutual.

MINUTES
The parties do not exclude the possibility of resorting to other Funds for supplementary healthcare.
In this latter case, the membership methods and the related fees will be established through an agreement supplementary to this CCNL.
In particular, it is noted that the EuroSALUTE Supplementary Healthcare Fund was established, created to provide healthcare and social-healthcare assistance to its members.
The operating methods will be made known through an agreement supplementary to this CCNL.

Art. 67 Supplementary pension fund

The Parties, sharing the importance of establishing supplementary pension schemes, undertake to establish (through the EBILAV bilateral body) a supplementary pension fund or to join an already established fund.

Art. 68 Continuous training

The Parties identify and will refer to joint inter-professional funds for facilitated access to the resources allocated by the legislator to the financing of continuing training programs.

Art. 69 Experimental corporate welfare

Companies are required, on July 1st of each year, to make welfare tools available to workers who have passed the probationary period for an annual amount of €250.00 to be used by June 30th of the following year. This amount will be proportionally reduced in the case of a part-time contract.

TITLE III: ESTABLISHMENT OF THE EMPLOYMENT RELATIONSHIP
CHAPTER I: Classification of working personnel

This level includes workers with management responsibility, including as supervisor, of an activity, office or company structure and/or coordination and control of lower-level workers who, in addition to the characteristics indicated in the declaration referred to in level I and having experience acquired following prolonged exercise of functions, carry out highly specialized and important activities for the purposes of developing and achieving company objectives.

Exemplification:

a. workers with technical or administrative specialization with decision-making power and autonomy of initiative, management powers, even if limited to certain activities or services;
b. workers who perform tasks requiring the necessary professionalism for the coordination and control of organizational units of fundamental interest and high specialization involving decisions of significant importance for the purposes of the development and implementation of the company's objectives, in application of highly complex specialized or management techniques, within the scope of general directives given by managers;
c. head of office, branch or construction site;
d. project manager with coordination of the work group;
e. laboratory or research project manager.

SEVENTH LEVEL

The seventh level includes workers who supervise and organize production units, with initiative and operational autonomy within the scope of delegated responsibilities. They perform management and control functions that require specific preparation and professional ability, with the necessary autonomy within the scope of their own competence, and who are responsible for the results achieved.

Exemplification:

a. workers with high technical or administrative skills who operate independently to achieve the objectives assigned to them;
b. chief accountant;
c. department manager;
d. quality system manager;
e. accounting, administrative or technical controller;
f. systems designer;
g. sales manager, head of the tender office.

SIXTH LEVEL

The sixth level includes concept workers who perform operationally autonomous control and coordination functions relating to complex activities, which require high and consolidated preparation, adequate professional and managerial capacity and experience. They perform tasks that require specific skills, a high level of qualification and/or professional/qualification requirements. These functions are performed with the power to make decisions and have autonomy of initiative within the limits of the general directives given to them.

Exemplification:

a. technical/administrative concept employee;
b. quality control, safety and environmental specialist;
c. programmer analyst, programmer technician;
d. supplier;
e. management assistant;
f. accountant;
g. service coordinator;
h. inspector;
i. operator responsible for the management of complex plants;

j. manager of medium-sized autonomous operational groups in the environmental, cleaning, maintenance and installation, logistics sectors.

FIFTH LEVEL
The fifth level includes workers who perform conceptual tasks that require adequate specialization and specific professional ability, as well as skilled specialized workers who, in a condition of operational autonomy, perform tasks that require specific and adequate professional ability acquired through theoretical or technical-practical training acquired in any way.
Exemplification:
a. technician responsible for operating plants;
b. manager of operational groups in the environmental, cleaning, maintenance and installation, logistics sectors;
c. multi-purpose maintenance worker;
d. workers in disinfestation, rodent control and disinfection, demuscation also with the aid of equipment for spraying chemical substances in accordance with the provisions of the law on the matter;
e. employees who perform technical and administrative activities characterized by a high level of operational autonomy;
f. accountant and customer accountant, estimate writer;
g. supervisor;
h. programmer;
i. employees who perform tasks involving direct contact with users with responsibility for organizing and managing specific activities;
j. responsible for ticket sales and access control activities;
k. responsible for reception, welcome, accompaniment, custody activities.

FOURTH LEVEL
The fourth level includes workers who perform operational tasks, including sales and sales-assistant operations, who perform tasks that require specific technical knowledge or qualified technical, operational or functional knowledge. They perform technical-operational activities of adequate complexity, advanced administrative, commercial or technical activities or whose implementation requires particular practical skills acquired in any way, including coordinating and supervising activities carried out by other workers.
Exemplification:
a. workers who, independently and with experience of the processes, perform complex activities in the cleaning and maintenance of environments;
b. laminators, sanders, wood floor inspectors, lead polishers;
c. team leaders or group leaders who, although they themselves work manually, coordinate and supervise the activity of the workers making up the team, group or operational unit;
d. environmental remediation workers for sites and/or tanks and cisterns;
e. workers involved in pruning, planting, installing poles and fences, mowing with high-power pruning equipment;
f. workers involved in the operation of civil and industrial plants;
g. specialized workers working in booths and painting lines in industrial plants;
h. workers who carry out transport and handling activities of materials with complex and heavy vehicles;
i. drivers and operators of vehicles requiring a C or higher driving licence;
j. drivers of self-propelled vehicles, loader shovels, cranes, tractor drivers with a C driving licence;
k. warehouse worker who also works with the aid of computer media;

l. workers who, on the basis of instructions or equivalent diagrams, identify faults, carry out highly precise and complex work for the repair, maintenance, set-up and installation of machines and systems;
m. specialized maintenance, mechanical, hydraulic, electrical, construction worker;
n. specialized plant installer, welder;
o. order accountant;
p. secretary, archivist;
q. workers who, independently and with experience of the processes, carry out complex activities in disinfestation, disinfection, rodent control, weeding, dust removal, sanitization and maintenance of both internal and external environments.

THIRD LEVEL
The third level includes workers who perform tasks for which simple knowledge and adequate technical-practical skills, acquired in any way, are required and/or which require the possession of normal practical knowledge. They are normally assigned to operations of medium complexity (administrative, commercial, technical) for which normal knowledge and adequate technical-practical skills, acquired in any way, are required, also coordinating workers classified in lower or equal levels.
Exemplification:
a. workers who perform cleaning and maintenance activities of environments, with the use of complex equipment and operating machines;
b. environmental remediation workers;
c. facade treatment/cleaning workers;
d. drivers of street sweepers and/or operating machines for which possession of a B license is required;
e. finished cleaners (who operate with the use of industrial machines or ladders and/or aerial platforms mounted on self-propelled vehicles) or multi-purpose cleaners (characterized by experience, flexibility, multiple areas and intervention services, use of innovative techniques);
f. workers involved in pruning and treating trees, hedges, mowing and planting;
g. qualified workers working in booths and painting lines;
h. qualified workers working in sterilization operations;
i. workers operating systems who perform manoeuvres of normal difficulty;
j. workers involved in basic activities in operating civil and industrial systems;
k. drivers of motor vehicles and three-wheelers weighing less than 35 quintals (for which a C and D license is not required);
l. forklift driver for transporting, sorting and arranging materials, overhead crane operator;
m. warehouse assistant;
n. operators who, with the aid of mechanical means, including those managed by digital systems, carry out handling activities;
o. workers in catering services;
p. qualified mechanical - hydraulic - electrical - construction maintenance worker;
q. qualified system installer, welder;
r. workers who perform technical or administrative activities requiring special training and office practice or corresponding work experience;
s. operator assigned to video terminals and/or non-complex computerized systems;
t. switchboard operator/telephone assistance;
u. personnel assigned to control accounting documents relating to the control of materials, personnel assigned to control invoices;
v. messenger assigned to simple secretarial tasks;
w. person assigned to general office tasks.

SECOND LEVEL

The second level includes workers who perform tasks that require non-specialist skills, adequate technical-practical abilities and who possess normal knowledge acquired after a short period of practice/training. They are assigned to operations that require the ability to perform precision manual work, to operate machines and mechanical means for which no authorization is required, or to perform executive tasks that require general professional training and basic knowledge of chemical products. The sixth level also includes, for the first 18 months of effective service, executive employees who perform simple administrative or technical activities that do not require particular training.
Exemplification:
a. cleaners with automatic or traditional systems;
b. workers in charge of window cleaning;
c. workers in charge of tidying up and tidying up premises, guesthouses and similar;
d. workers in charge of maintenance, mowing, pruning, fertilizing and cleaning green areas;
e. driver of small means of transport for which a driving licence is not required;
f. workers in charge of rotating sack transport;
g. workers in charge of selecting processing residues and/or material from separate waste collection;
h. common workers in charge of cleaning operating theatres, emergency rooms, etc.;
i. common workers in charge of painting booths and lines;
j. common workers in charge of other auxiliary support activities in the school and healthcare sectors;
k. common workers in charge of controlling automatic systems;
l. doorman, custodian, guard, unarmed surveillance;
m. common workers in charge of reception;
n. workers in charge of porterage and internal handling;
o. common workers in charge of delivering envelopes or small packages;
p. workers in charge of loading/unloading aircraft and other means of transport in the confined area;
q. workers who carry out simple catering service activities;
r. common workers in charge of cleaning and catering services;
s. workers who assist/assist higher-level workers;
t. common worker maintenance, mechanic, plumber, electrician, construction worker;
u. common worker maintenance and assembly worker;
v. person in charge of printing, reproduction and filing of documents;
w. person in charge of access control and verification of related documents;
x. person in charge of access control and custody in private and public buildings;
y. person in charge of custody of parking lots and free parking areas.

FIRST LEVEL
The first level includes workers who perform basic tasks, which do not require particular knowledge or technical-practical professionalism. They perform simple, manual activities, even with equipment for which no professional knowledge is required but a minimum period of practice is sufficient.
Exemplification:
a. labourer assigned to refill containers of consumables (e.g. soap);
b. workers in basic cleaning jobs;
c. guard.

CHAPTER II: RECRUITMENT

Art. 70 Recruitment

The employer is required to provide the worker, within thirty days of the date of hiring, the following information:

a) the identity of the parties;
b) the place of work; in the absence of a fixed or predominant place of work, an indication that the worker is employed in different places and the registered office or domicile of the employer;
c) the start date of the employment relationship;
d) the duration of the employment relationship;
e) the duration of the probationary period;
f) the classification, level and qualification attributed to the worker, or the characteristics or summary description of the work;
g) the initial amount of the remuneration and the related constituent elements with an indication of the payment period;
h) the duration of paid holidays;
i) the working hours;
j) the terms of notice in the event of termination;
Information regarding the indications referred to in letters e), g), h), i) and j) can be provided by referring to the provisions of the c.c.n.l.
The employer operating under a contracting and subcontracting regime will provide the worker with an identification card pursuant to article 18, paragraph 1, letter u) of Legislative Decree 9 April 2008, no. 81.

Art. 71 Delivery and return of work documents

Upon hiring, the worker must present:
1) an identity document;
2) the general criminal record certificate dated no earlier than three months.
3) the tax code number and anything else possibly required by specific provisions of law;
4) family status;
5) two passport-sized photos.

Upon termination of the employment relationship, the company, no later than the day after termination, will deliver to the worker, who will issue a receipt, any document pertaining to the interested party; this provided that he is not prevented from doing so for reasons beyond his control.

Art. 72 Probationary period

The maximum duration of the probationary period is thus established in days of actual work:

LEVELS	MONTHS
EXECUTIVE, 7	6
6, 5, 4, 3, 2, 1	3

During the probationary period, the relationship may be terminated at any time, by both parties, without notice, with the right to severance pay, thirteenth salary instalments and compensation for unused holidays.
For fixed-term contracts, the duration of the probationary period cannot be more than 50% of the duration of the first employment contract.
If the company does not terminate the relationship by the end of the probationary period, the worker will be considered confirmed in service and the period itself will be counted towards seniority.
In the event that the probationary period is interrupted due to illness or injury, the worker will be admitted to complete the probationary period if he is able to resume service within three months.

CHAPTER III: QUALIFICATION TRANSITION

Art. 73 Promiscuous tasks

The worker who performs tasks belonging to different levels in a mixed manner is classified at the higher level if the tasks relating to the higher level are prevalent, except in the case of a temporary change of tasks.

Art. 74 Tasks and level transition

The worker must be assigned to the tasks for which he was hired or to those corresponding to the higher level that he has subsequently acquired or to tasks corresponding to the last ones actually performed, without any reduction in remuneration.

The worker who is called to temporarily perform tasks of a higher level is entitled, for the duration of the assignment, to the treatment corresponding to the activity performed.

Except in the case in which the vacancy of tasks of a higher level has taken place to replace another absent worker, with the right to retain the job, the transition to the new level becomes effective, for all purposes, after a period of two months from the vacancy of the higher tasks.

TITLE IV: PERFORMANCE OF THE EMPLOYMENT RELATIONSHIP
CHAPTER I: WORKING HOURS

Art. 75 Working hours

The duration of the working hours shall be governed by the provisions of law and the related derogations and exceptions.

It is possible to adopt a multi-period articulation of the contractual working hours, according to which the working hours are realized in the ordinary regime as a multi-weekly average in a period not exceeding 12 months.

The workers concerned will receive the remuneration relating to the contractual monthly hours, both in the periods in which the contractual working hours are exceeded and reduced.

The application methods of the working hours articulation will be agreed upon by a company agreement and will be considered binding for all the workers concerned.

The normal working hours for discontinuous personnel (day and night custodians or guards at driveways; custodians or guards assigned to entrances to exhibitions, museums and other buildings; personnel assigned to first aid fire services, loading and unloading in internal service activities and to the control of systems and areas) is set at 48 hours per week.

Art. 76 Working hours of discontinuous workers for the management of trade fair services and the custody and control of areas and buildings

Those full-time and permanent workers who do not have a continuous nature in their professional activity in the performance of the task are to be considered as having discontinuous hours.

The aforementioned tasks identified are limited as follows:

1. day and night custodians or guards at driveway entrances;
2. custodians or guards assigned to entrances to exhibitions, museums and other buildings;
3. personnel assigned to first aid fire services;
4. personnel assigned to loading and unloading in internal service activities;
5. personnel assigned to the control of systems and areas.

If the performance of several discontinuous tasks cancels out the intermediate break times constituting the determining condition of the discontinuous task, the working hours of the personnel assigned to them fall within the working hours of 40 hours per week.

This rule does not apply in the case of occasional or sporadic work.

For workers covered by this article, the contractual working hours are set at 45 hours per week.

The overtime increase applies starting from the 46th hour of the week.

Art. 77 Overtime, night and holiday work

If special service needs require it, the employee is required to work beyond the normal hours established, both during the day and at night, unless there is a justified individual reason for impediment.

The company may not request an extension of hours or overtime work exceeding 150 hours per year.

Work arranged by the company and performed beyond the normal working hours is considered overtime and gives rise to compensation.

Night work, for remuneration purposes only, is work performed between 10:00 p.m. and 6:00 a.m.

Overtime and work performed on holidays and at night must be compensated with the following percentage increases:

1) overtime work during the day on weekdays 25%
2) overtime work at night 50%
3) overtime work on holidays 65%
4) overtime work at night on holidays 75%
5) work performed on days considered holidays 50%
6) night work 15%

7) night work in alternating shifts 20%
8) night work in shifts 30%
The above percentages will be calculated on the hourly portion of the basic salary at the time of their liquidation.
The above percentage increases are not cumulative, in the sense that the higher percentage absorbs the lower.

Art. 78 Flexible work

In the event of particular production situations linked to increases in seasonal activity, it is possible to divide the normal duration of working hours over 6 days, with a maximum limit of 48 hours per week, to be recovered by correspondingly remodulating the hours in the preceding or following weeks over a period of 12 months.
The excess hours can be set aside and recovered in periods of less activity without giving rise to additional compensation; the hours not recovered by 31 December of each year are paid with a 10% increase.
The company informs workers of its intention to resort to multi-period articulation.
A form of individual flexibility may be agreed between the company and working mothers or working fathers, upon request of the latter, in the first 3 years of their children's lives.
Flexibility does not apply to workers and the following categories:
• management personnel, responsible for the technical and administrative management of the company or a department of it;
• department heads or shift heads;
• maintenance workers;
• discontinuous workers or those simply waiting or guarding;
• in cases of force majeure and in those in which the cessation of work at normal hours constitutes a danger or damage to people or production (e.g. the absence of a shift worker, which entails the need to have the previous shift worker extend his work).

Art. 79 Hours bank

The worker may opt, as an alternative to being paid as overtime for the hours worked, to deposit them into the hours bank.
Workers who can simultaneously be absent from the production unit to take advantage of compensatory rest must not exceed 10% of the workforce (5% for Saturdays or the day of greatest work intensity).
For production units with fewer than 30 employees, the right will be enjoyed individually and on a rotation basis among all staff.
Compensatory rest will normally be enjoyed in groups of 4 or 8 hours, with 5 days' written notice.
The months of July, August and December are excluded from use.
In the event of failure to request the use of compensatory rest for the hours deposited in the hours bank, the employer may, by 31 December of each year, identify the period within which the worker must in any case proceed to the use of the hours accrued and remaining relating to the previous year, within a maximum period of 52 weeks.
If such recoveries have not been arranged or are only partial, the employer is required to pay the worker the unused hours with the increase provided for overtime, net of the amount already paid.
On a voluntary basis, workers may give, free of charge, a portion of the hours set aside to their colleagues who are in the position of caring for minor children who, due to their particular health conditions, require constant care.

Art. 80 Weekly rest

Weekly rest must normally fall on Sunday, except for legal exceptions.
The hours worked on weekly rest days must be paid with an increase of 20% of the normal salary.

Art. 81 Socio-labor integration policies

In order to promote the full inclusion of all workers and ensure full compliance with constitutional principles, this CCNL, with a view to modernizing industrial and trade union relations, promotes the following chapter on an experimental basis.

In particular, the social partners intend to:

• promote and ensure the full inclusion and integration of foreign workers, including by initiating initiatives with private and public territorial bodies;

• promote initiatives aimed at preventing and combating discrimination, xenophobia and the phenomenon of racism;

• supervise the study of social and employment emergencies.

To this end, employers who employ foreign workers and/or workers belonging to different religious faiths and beliefs, may - subject to agreement with the signatory trade unions and the RSA/RSU where present - enter into specific agreements in order to adopt flexible working hours, including temporary ones, or agreements on the use of permits and/or holidays aimed at encouraging the participation of the employees concerned in cults, ceremonies and/or special occasions.

It remains clear that the worker's freedom must always be balanced with compliance with contractual obligations, existing collective agreements or practices and regulations on health and safety in the workplace.

Therefore, the employer may refuse to sign the aforementioned agreements only in the presence of objective organizational needs and service needs and never for personal reasons and/or different beliefs.

CHAPTER II: PERMITS, HOLIDAYS, PUBLIC HOLIDAYS AND LEAVES

Art. 82 Work interruptions and suspensions

In the event of interruption of normal performance, the following treatment will be reserved for workers:

1) for the hours lost, but made available to the company, the global remuneration will be paid with the option for the company to assign the workers to other jobs;

2) for the hours lost, for which the workers are not kept available, not having been given advance notice in a useful time in relation to the foreseeability of the event, 70% of the salary will be paid for the first day of suspension;

3) for the hours lost and for which the workers were promptly given advance notice, no remuneration will be due.

In cases of total or partial contraction of work activity for the reasons provided for by the laws in force on social safety nets, the company may request the intervention of the Earnings Integration Fund (*Cassa Integrazione Guadagni*) in the manner established by the aforementioned regulations.

In the event of suspension of work for a period greater than 8 days, the worker has the right to resign with the right to compensation in lieu of notice.

Art. 83 Absences, permits, marriage leaves

ABSENCES

Except in cases of proven impediment, all absences must be communicated to the Company on the day they occur. In the case of evening shifts, this means 24 hours from the start of the shift itself.

Absences must be justified within the following 2 days, except in cases of proven impediment. Unjustified absences may be sanctioned in accordance with this c.c.n.l.

LEAVES

Companies may grant workers who request it short leave for justified reasons, with the option of not paying the related remuneration.

Upon the birth of a child in the period between 2 months before and 5 months after the expected date of birth, the father is entitled to paternity leave pursuant to art. 27 bis of Legislative Decree 151 of 2001.
The company will grant a worker affected by family bereavement due to the death of a parent, child, sibling or spouse a paid leave of absence of 3 days if the bereavement occurred in the city where the worker works or in its province, and of 5 days, of which 3 are paid, if the bereavement occurred outside the province.
If the bereavement occurs during the performance of the service, the worker will be allowed to be absent immediately from the workplace with the right to full daily pay, in addition to what is provided for in the previous paragraph.
Such leave is not included in the annual vacation period.
For anything not provided for in this article, Law 53/2000 applies.
MARRIAGE LEAVE
A worker who gets married will be granted a leave of absence of 15 working days, with the deduction of any amount paid for that period by the National Social Security Institute.
This leave is not included in the annual holiday period.
PERMISSIONS LAW 5 February 1992, n. 104
The worker who finds himself in the conditions referred to in art. 33 L.104 of 1992 is recognized the permits provided by law and by art. 42 Legislative Decree 151 of 2001.

In order to reconcile the right to monthly leave referred to in the previous paragraphs with the normal organizational and technical-production needs of the company, the worker entitled to monthly leave shall communicate in writing to the employer the calendar of expected use of the same on a quarterly basis if possible, or in any case at least monthly, in order to ensure the reconciliation of the worker's right with the organizational needs of the company.
The worker has the right to change, for proven reasons, the communicated date by giving the employer no less than two working days' written notice, without prejudice to cases of sudden serious urgency.
The employer, within the reference month, where there are justified technical, organizational or production needs, which he communicates to the worker, may postpone the use of the leave respecting the time limit of the month. In any case, situations in which the worker's proven reasons are of an absolutely non-deferrable and urgent nature are reserved.
The worker benefiting from the permits referred to in the previous paragraphs has the right to choose, where possible, the workplace closest to the domicile of the person to be assisted and cannot be transferred to another workplace without his/her consent.
In cases of excessive concentration of workers entitled to the same contract, such as to hinder its correct management and normal functioning, at company level the company and trade union representatives will meet in order to evaluate every possible alternative solution.
Without prejudice to the verification of the conditions for the determination of disciplinary liability, the worker benefiting from the permits referred to in the previous paragraphs, loses the rights, if the employer or the INPS ascertains the non-existence or the lack of the conditions required for the legitimate enjoyment of the same rights.

Art. 84 Right to study

The employee not on probation can request study leave for a maximum of 150 hours in the three-year period, understood as the total number of hours for the production unit,
obtained at the beginning of the three-year period by multiplying the 150 hours by 1/10 of the employees employed in the production unit at that time.
No more than 2% of the workforce can be absent at the same time.
The leave is however recognized to only 1 worker during the year.

Art. 85 Festive occasions

The following are considered holidays:

a) all Sundays, or compensatory rest days (weekly rest); in the case of a short week, the 2nd day of rest is considered a holiday;

b) the holidays of April 25, May 1 and June 2, established by the current provisions of law, except for any substitutions or additions that may occur due to general provisions;

c) the following holidays:

1) New Year's Day (January 1);
2) Epiphany of the Lord (January 6);
3) Easter (movable);
4) Monday after Easter (movable);
5) Assumption (August 15);
6) All Saints (November 1);
7) Immaculate Conception (December 8);
8) Christmas (December 25);
9) St. Stephen (December 26);
10) Patron Saint's Day of the locality where the worker works (for the municipality of Rome, SS. Pietro e Paolo 29 June).

In those localities where the Patron Saint's Day coincides with other holidays referred to in letters b) and c), the territorial Associations will establish a holiday replacing that of the Patron Saint, so as to keep the number of holidays of the aforementioned letters b) and c) unchanged.

Only in the event that the holidays referred to in letters b) and c) fall on a weekly rest day (art. 40) is due, in addition to the normal economic treatment, an amount equal to the daily quotas of the elements of the global monthly remuneration.

Art. 86 Ex- Festivities

There are 32 hours of paid leave to be used within the calendar year.

Leave not used within the year must be paid with the actual salary, and which cannot be used by 30 June of the following year.

In the case of relationships started and/or concluded during the year, 1/12 of the leave will be paid for each full month or fraction of a month equal to or greater than 15 days of service provided.

Leave does not accrue for periods of absence without the right to pay exceeding 15 days.

Art. 87 Holidays

Every year, staff are entitled to 4 weeks of vacation.

It is possible to order vacations of 2 weeks in periods of less work.

Vacations are interrupted by the onset of illness exceeding 7 days.

For service reasons, the worker can be recalled from vacation (without prejudice to the right to subsequent completion of vacations and to reimbursement of expenses for the return).

Vacations can be divided freely during the year; it being understood that at least two weeks must be taken consecutively during the same year in which they are accrued.

CHAPTER III: MOBILITY, TRANSFERS

Art. 88 Work trips

The worker sent on a business trip is entitled to:

- reimbursement of travel expenses and other expenses incurred on behalf of the Company;
- a daily allowance set by company regulations.

Art. 89 Transfers

The worker cannot be transferred from one workplace to another except for justified technical, organizational and production reasons.

The transferred worker retains the economic treatment previously enjoyed, excluding those allowances and skills that are inherent to local conditions and specific services at the workplace of origin and that do not occur in the new destination.
The worker who does not accept the transfer will be entitled to severance pay and notice, except for workers of the 7th and 6th levels if at the time of hiring the right of the company to arrange the transfer of the worker was expressly agreed or such right results from the factual situation in force for workers currently in service, in which cases the worker who does not accept the transfer itself is considered to have resigned.
The worker who is transferred will be reimbursed for travel and transportation expenses for himself, his family members and for family effects (furniture, luggage, etc.).
The methods and terms must be agreed upon in advance with the company.
Furthermore, compensation is due in the amount of 1/3 of the global monthly salary to a single worker without dependent cohabitants, and in the amount of 2/3 of the global monthly salary, plus 1/15 of the same for each dependent family member who moves with him, to a worker with a family.
If, as a result of the transfer, the worker must pay compensation for early termination of a rental contract, duly registered or reported to the employer prior to communication of the transfer, he will be entitled to reimbursement of such compensation up to a maximum of 4 months' rent.
The transfer provision must be communicated to the worker in writing with one month's notice.
The worker who requests his transfer is not entitled to the above-mentioned benefits.

Art. 90 Transfer of business, transformation, bankruptcy and cessation of business

In the event of transfer or transformation of the company in any way, the employment relationship is not terminated and the personnel assigned to it retain all their rights towards the new owner unless all credit and legal claims have been properly settled by the transferring company.
Employees, in the cases referred to in the first paragraph, have the right to request the settlement of the seniority allowance and to start a new employment relationship.
In the event of bankruptcy of the company, followed by dismissal of the worker, or in the event of termination of the company, the worker will be entitled to the notice indemnity and the TFR as in the case of dismissal.

CHAPTER IV: ILLNESS AND ACCIDENT

Art. 91 Illness

Absence due to illness must be communicated, except in the case of justified impediment, within the normal working hours of the day on which the absence occurs.
Any continuation of the state of unfitness for service must be communicated to the company within the normal working hours of the day preceding the day on which the worker should have resumed service and must be certified in the manner set out in the following paragraphs.
Employers must acquire the certificate of unfitness for work only through the online services made available by INPS; the worker is exempt from sending the certificate, without prejudice to the obligation of the same to promptly communicate the absence due to illness to the employer according to the two previous paragraphs.
The right to retain the job ceases if the worker, even with multiple periods of infirmity, reaches a total of 12 months of absence within 36 consecutive months. For the purposes of the above treatment, periods of absence due to illness occurring in the last 36 consecutive months preceding the last day of illness considered are cumulated.
The provision in the previous paragraph also applies if the 36 consecutive months have been reached through more than one consecutive employment relationship in the sector.

To this end, the employer is required, at the time of termination of the employment relationship, to issue a declaration of responsibility, which shows the number of days of sickness compensated in the previous periods of work up to a maximum of 3 years.
Once the limits of job retention have been exceeded, the company, at the request of the worker, will grant a period of leave of absence of no more than 4 months during which the employment relationship remains suspended for all purposes without the commencement of remuneration or any contractual institution.
This period of leave may be requested only once during the course of the working activity with the same company.
Once the above limits have elapsed, the company where it proceeds to dismiss the worker, will pay the severance pay and the compensation in lieu of notice and anything else that may have accrued.
If the worker cannot return to service beyond the aforementioned terms, he or she may terminate the employment contract with the right only to the severance pay. If this does not happen and the company does not proceed with the dismissal, the employment relationship remains suspended, except for the accrual of seniority.
For cases of tuberculosis - without prejudice to the provisions of this article - reference is made to the current legal provisions.
For the treatment of illness and injury, the general rules apply.

Art. 92 Control visit

The worker absent due to illness is required to be at home between 10 am and 12 pm and between 5 pm and 7 pm every day, including Sundays and midweek holidays for any check-ups.
The following are not considered unjustified absences:
1) absence from home for medical visits, services and specialist tests that cannot be carried out outside the availability hours;
2) absences due to serious reasons that have made the worker's presence elsewhere essential and unpostponable, to avoid serious consequences for themselves or for members of their family unit.
In other cases, absences are considered unjustified with the legal and contractual consequences provided for.
In the absence of such communications or in the event of a delay beyond the terms indicated above, unless there are justifiable reasons for impediment, the absence is considered unjustified.
Any change of address during the period of illness or non-professional injury must be promptly communicated to the company.
At the end of the illness or injury, the worker must immediately report to his/her usual workplace.
The worker, who is absent from the check-ups carried out in the predetermined time slots, loses the right to integration by the company for the same period for which the INPS will not pay the sickness benefit.
It constitutes a serious breach of contract to carry out work activities, even for free, during the absence.
In the event that the worker has prevented the timely assessment of the state of infirmity without justified health reason, the same is obliged to return to the company immediately.
Otherwise, the absence will be considered unjustified.
It is understood that the aforementioned legislation will be adapted in relation to legal provisions that, subsequent to this agreement, will rule on the subject.

Art. 93 Economic treatment of illness

EMPLOYEES
In the event of interruption of service due to injury or illness, not caused by events attributable to the employee through serious negligence, the following treatment will be granted to the employee who is not on probation:

- payment of the full salary (salary and contingency) for 180 days.

The same rights are due to the employee during the notice period and until the expiry of the period itself. The previously established treatment will cease if the employee with multiple periods of illness, reaches in total, during 36 consecutive months, the maximum limit provided for in paragraph 4 of this article.

WORKERS

For absences due to illness, the worker will be paid:

a) starting from the first working day of absence until the 180th day, an integration of the INPS treatment up to 100% of the net overall salary (art. 18, last paragraph).

In the event of accidents at work, the worker will be paid 100% of the overall salary starting from the 2nd day and until clinical recovery.

Art. 94 Treatment for short-term illness

In order to reduce short-term sick leave and prevent situations of abuse of the waiting period, each worker is granted, on an experimental basis, a contribution of €150.00 annually.

Employees who are absent due to sick leave lasting no more than five days will have a sum of €50.00 withheld per event (amount withheld from the premium and up to the amount of the same).

This withholding will only apply starting from the third sick leave.

The sums not paid will increase the annual contribution referred to in the first paragraph and will be divided among workers who have had a number of absences not exceeding 3 events lasting a maximum of 5 days.

Art. 95 Accident at work

The company will pay a full portion of the actual salary for the day of the event. The company will pay an economic integration of the INAIL allowance up to 100% of the actual salary for 180 days.

CHAPTER V: RULES OF CONDUCT

Art. 96 Duties of the worker

The worker has the obligation to:

- carry out the task entrusted to him with the utmost diligence, assuming personal responsibility and adhering to the directives of the company established with service orders or with specific provisions;
- observe working hours;
- behave in a correct and polite manner towards superiors, colleagues, employees and the public;
- take the utmost care of all equipment, objects, rooms, personal equipment owned by the company, responding financially, except for greater responsibilities for damages caused by proven fault, by means of deductions from the salary after written communication of the relative charge;
- conform to the hierarchical order of the company in relationships pertaining to the service;
- scrupulously observe all the legal provisions on accident prevention that the company will bring to his attention as well as all the specific provisions in this regard issued by the company itself.
- be equipped with suitable documentation certifying the regularity of the hiring provided by the company.

Art. 97 Disciplinary measures

Failure by the worker to comply with the provisions contained in this contract may give rise, depending on the seriousness of the infringement, to the application of the following measures:

a) verbal warning;

b) written warning;

c) fine not exceeding three hours of hourly pay calculated on the minimum wage;

d) suspension from work and from pay for up to a maximum of three days;
e) dismissal for misconduct.

The procedure for contesting the charges will be promptly initiated within and no later than 30 days from when the employer has become aware of the facts and/or breaches relevant for disciplinary purposes.
The employer cannot take disciplinary action against the worker without first having contested the charge in writing and without having heard him in his defense. Such communication must expressly indicate the deadline within which the worker can present his justifications; this deadline cannot be less than five working days.
Disciplinary measures more serious than a verbal warning must be applied no later than 30 days after receipt of the justifications.
Any adoption of the disciplinary measure must be communicated to the worker in writing.
If at the end of this period no measure has been adopted, the justifications provided by the worker will be considered accepted or in any case the dispute will not be taken into account.
The employer who intends to apply the sanction to the worker must justify the measure adopted.
The worker may be assisted by a representative of the trade union to which he belongs or to which he has given a mandate.
Disciplinary sanctions will not be taken into account for any purpose after 2 years from their application.
The worker who intends to challenge the disciplinary measure inflicted on him may avail himself of the conciliation procedures referred to in art. 7 of law no. 300/1970 or those envisaged by this c.c.n.l.
The nature of the disciplinary measures and their extent are specified below, by way of example only and not exhaustively:
a. Verbal warning: in the event of a minor infringement, the worker may be verbally warned.
b. Written warning: this is a preliminary measure and is imposed for offences of less serious nature than those indicated in the following points.
c. Fine: this is incurred for:
i. failure to observe working hours;
ii. unjustified absence of no more than one day;
iii. negligence in carrying out the service that has not caused damage;
iv. abuse, inattention of an involuntary nature, when they are not serious and have not caused damage.
The amount of the fine is established by the employer on the basis of the subjective element and the seriousness of the behaviour charged.
Repeated offences that have given rise to two untimely fines give the Company the right to apply to the worker the higher-level suspension measure for up to a maximum of 10 days.
d. Suspension: this is incurred for:
i. repeated failure to comply with the working hours for more than 2 times;
ii. unjustified absence lasting more than one day and not more than 3 days;
iii. failure to communicate a change of address both during service and during periods of leave;
iv. failure to comply with accident prevention measures and the related provisions issued by the Company, when the failure may cause minor damage to property and no damage to people;
v. presence at work in an altered state, due to alcohol or narcotic substances, which determines a state of danger for oneself and/or for others and/or for the installations;
vi. abandonment of the workplace without a justified reason, except as provided below;
vii. illegal consumption of food products produced or present in the Company;
viii. carrying out work on one's own behalf on company premises, outside of working hours;
ix. insubordination towards superiors;

x. irregularities in the formalities for checking attendance;
xi. unwanted acts or behaviours of a sexual nature, including verbal ones, which offend the dignity and freedom of the person who suffers them, including persecutory and harassing behaviour (stalking);
xii. Repeated offenses that have given rise to suspension measures that have not been prescribed twice will result in the worker being subject to dismissal.
e. Dismissal: the worker may be dismissed in all those cases in which the seriousness of the fact does not allow the further continuation of the employment relationship, in particular:
i. unjustified absences for more than 3 consecutive days;
ii. unjustified absences repeated 3 times in a year on the days preceding or following public holidays or vacations;
iii. abandonment of the workplace by personnel entrusted with surveillance, custody and control duties in cases in which it may cause harm to the safety of people and the safety of the facilities;
iv. serious insubordination towards superiors, threats or violence or refusal to obey orders;
v. serious damage to company material;
vi. failure to comply with the ban on smoking where this may cause harm to the safety, health and safety of the facilities;
vii. theft in the Company of sums, values, materials or objects belonging to anyone;
viii. theft or disclosure of models, sketches, documents, drawings, formulas, recipes, special manufacturing processes, as well as trademarks and patents;
ix. execution of work within the Company on one's own behalf or on behalf of third parties, carried out during working hours without prior authorization by the Employer;
x. brawl or violence in the plant;
xi. serious offenses against work colleagues;
xii. tampering with company records or false stamping of cards, accounting and attendance records;
xiii. malicious alterations to company attendance control systems;
xiv. voluntary damage or decommissioning of accident prevention devices, or company video surveillance;
xv. unfair competition;
xvi. other cases provided for by individual clauses signed at the offices of the Certification Commissions pursuant to art. 70 et seq. of Legislative Decree no. 276/2003.
The company may order the precautionary suspension of the worker with immediate effect, for a period not exceeding the duration of the adoption of the possible disciplinary measure. The days of precautionary suspension will not be paid by the company if it is followed by dismissal.
If dismissal is ordered, it will take effect from the moment the disciplinary procedure is started.
Dismissal, as motivated above, or for cases of similar severity, excludes the payment of the compensation in lieu of notice.
The above-mentioned rules, as well as those contained in the company regulations and agreements, must be brought to the attention of the workers, by posting in a place accessible to all, or attached to the first pay slip to know the consequences of their behaviour.
The parties share the need to be able to adapt or implement the shortcomings of the workers subject to disciplinary measures based on company needs and if not clearly identifiable in those listed in this article.
The employer may not adopt any disciplinary measure against the worker without having previously contested the charge and without having heard him in his defense.
Except for a verbal warning, the complaint must be made in writing and disciplinary measures cannot be taken before 5 days have passed, during which the worker can present his justifications.

If the measure is not adopted within 15 working days of such justifications, they will be considered accepted.
The worker may also present his justifications verbally, with the possible assistance of a representative of the trade union to which he belongs, or of a member of the single trade union representation.
If the worker within 5 days of the dispute, formally declares the intention to avail himself of the assistance of a trade union representative, any meeting between the worker and the trade union representative with the company must be held within the peremptory deadline of 30 days from the dispute, in the province or municipality where the relevant contract (for which the worker is employed) is located, after which the justifications may only be presented in writing, within the following 3 days.
This deadline lapses if the meeting cannot be held for reasons attributable to the employer.
The adoption of the measure must be motivated and communicated in writing.
The disciplinary measures referred to above in letters b), c) and d) may be challenged by the worker at the union level, according to the contractual rules relating to disputes.
Dismissal for shortcomings referred to in points A) and B) may be challenged according to the procedures set out in art. 7 of law no. 604/1966 confirmed by art. 18 of law no. 300/1970.
Disciplinary measures taken two years after their adoption will not be taken into account for any purpose.

TITLE V: ECONOMIC TREATMENT

CHAPTER I: ELEMENTS OF REMUNERATION

Art. 98 Determination of economic treatment

Monthly remuneration and the treatment relating to contractual institutions of an economic nature are the consideration for a service performed over 40 hours per week.

For the purposes of determining the hourly remuneration, the monthly divisor is 173.

The determination of the daily remuneration is obtained by dividing the monthly remuneration by 22 in the case of service over 5 days per week and by 26 in the case of service over 6 days per week.

Art. 99 Thirteenth month's salary

The company will pay a thirteenth monthly salary equal to the overall monthly salary received by the worker by December 20.

In the event of the start or termination of the employment relationship during the course of the year, the non-probationary worker will be entitled to as many twelfths of the amount of the thirteenth monthly salary as the number of months of service performed at the company in the reference period.

Fractions of a month not exceeding 15 days will not be calculated, while they will be considered as a full month if exceeding 15 days.

Art. 100 Fourteenth month's salary

The company will pay a 14th monthly salary equal to a global monthly wage by July 15.

The reference period is set from July 1 to July 30.

In the event of the start or termination of the employment relationship during the year, the non-probationary worker will be entitled to as many twelfths of the amount of the fourteenth monthly salary as the number of months of service performed at the company in the reference period.

Fractions of a month not exceeding 15 days will not be calculated, while they will be considered as a full month if exceeding 15 days.

Art. 101 Biennial increases for employees

Employees with seniority accrued at the same company are entitled, for each two-year period of seniority, to an increase of 6.25% calculated on the salary scale of the level of membership in force at the time of accrual of the increase and on the cost-of-living allowance.

The employee is entitled to accrue a maximum of 8 two-year seniority increases, until reaching 50% of the salary scale of the last level of membership and the cost-of-living allowance.

Periodic seniority increases cannot be absorbed by previous or subsequent merit awards, nor can merit increases be absorbed by periodic increases accrued or to be accrued.

Periodic seniority increases take effect from the 1st day of the month immediately following the month in which the two-year period of seniority is completed.

In the event of a change of level, the employee maintains the amount in figures of the increases accrued in the level of origin.

The fraction of the two-year period in progress at the time of said transition is useful for the purposes of accruing the subsequent periodic increase.

The periodic increases referred to in this article absorb the increases already granted for the same title.

Art. 102 Flat-rate seniority for workers in the sector

In consideration of the specificity of the sector characterized by contracts of predetermined duration, workers will be recognized a fixed sector seniority that is paid in the fixed amounts reported in the table attached to this c.c.n.l. This fixed sector seniority is established in a single fixed quota, not providing for further increases.

The value corresponding to the fixed sector seniority will be kept separate from the salary in the table and will be computed for the purposes of overtime, holidays, public holidays, 13th, 14th, compensation in lieu of notice, severance pay, sickness and injury.

The fixed sector seniority will not be paid for the first four years of seniority in the sector.

Starting from the fifth year of seniority, without interruption of the employment relationship in the sector, except for the transfers of contracts, it will be paid according to the amounts provided for in the table attached to this c.c.n.l.
Upon request of the employee, the company will issue a certificate attesting the length of service of the employee at the company.

Art. 103 Various allowances

ALLOWANCE FOR MEANS OF LOCOMOTION
The company will pay the worker who uses his own means of transport for work, a monthly allowance to be agreed between the respective competent territorial trade unions.
ALLOWANCE FOR DISADVANTAGED WORK
For each day in which workers carry out cleaning with the use of a lifting beam or bridge or an aerial or so-called Roman ladder, a special allowance will be paid in the amount of 15% of the salary table.
HIGH MOUNTAIN ALLOWANCE
To workers sent to perform their work outside their normal workplace in high mountain locations, the company will pay a fair allowance to be agreed between the respective competent territorial trade unions.
ALLOWANCE FOR DISTANCE FROM RESIDENTIAL CENTER
If the company headquarters is more than 3 km from the perimeter of the nearest residential center, in the absence of public transportation, the company that does not directly provide transportation will pay an allowance to be agreed between the respective competent territorial trade union organizations.
ALLOWANCE FOR HANDLING MONEY
A worker who normally handles money with costs for errors will be paid an allowance in the amount of 3% of the salary table of his category of membership. Interest deriving from any deposit will benefit the employee.
Staff normally in charge of collection with responsibility for bills, invoices, notes, etc., for a total amount exceeding €4.65, will be paid an indemnity of 5% of the basic salary.
ALLOWANCE FOR REMOVAL OF BLAST FURNACE DESKS AND DUST
The company will pay workers responsible for cleaning for the removal of blast furnace slag and dust an allowance of €0.05 for each hour of work.
ALLOWANCE FOR CLEANING INDUSTRIAL PROCESSING DEPARTMENTS
The company will pay workers responsible for cleaning only industrial departments intended for processing an allowance of €0.036 for each hour of work.
These last two allowances are to be considered as a useful element for the purposes of calculating the allowance in lieu of notice, severance pay, holiday and vacation pay as well as the 13th and 14th month's pay.
VERBAL CLARIFICATION
The parties acknowledge that with the expression "cleaning of only industrial departments intended for processing" they intended to refer exclusively to the service provided in those parts of the plants where the actual industrial activity takes place.
The indemnity is therefore not due to personnel who, although working within industrial plants, are assigned to cleaning services in areas or rooms where production transformation operations are not carried out, such as internal and external courtyards, toilets, offices, etc.
REIMBURSEMENT OF TRAVEL EXPENSES
A worker who is ordered to move from one work place to another during work or for the execution of work, will be entitled to reimbursement at the bottom of the list of expenses incurred, if said movement does not take place with means of transport made available by the company.
RADIOACTIVE ENVIRONMENT CLEANING ALLOWANCE
Personnel professionally exposed to radiation hazards (Alpha - Beta - Gamma - X-rays) will be paid an allowance of € 0.12 for each hour of work performed in specific controlled areas (nuclear reactors in operation - radio treatment - elements, radioisotopes).

This allowance is to be considered as a useful element for the purposes of calculating the treatment of holidays, vacations, seniority, 13th month's salary and 14th month's salary and compensation in lieu of notice.

ALLOWANCE FOR UNDERGROUND WORK

Workers who perform work in tunnels, canals, galleries, and unventilated underground areas will be paid an allowance of €0.03 for each hour of work, which cannot be combined with other similar allowances.

Given the particular technical characteristics that are not common in similar or analogous activities, for work carried out in underground areas that are covered below street level (stations, passages, etc.), an hourly allowance of €0.03 will be paid to staff, which cannot be combined with the allowance for underground work.

This allowance is not due to staff who, while working in underground stations or along the lines, carry out their work outdoors or under the shelter.

AIRPORT ALLOWANCE

At the provincial level, the contracting parties may agree for workers who carry out their activity exclusively in the airport area a daily allowance whose amount will absorb up to the amount of any other allowances already paid for any reason.

Art. 104 Staff accommodation

For staff who, for service reasons, the company asks to remain available on the company premises, accommodation will be provided free of charge.

Art. 105 Workwear and uniform

Work clothing

Companies will provide every year, free of charge, to all workers 2 overalls or 2 overalls and 2 trousers or 2 equivalent garments.

The company will agree at the company headquarters with the RSU, or, where not yet established, with the RSA, the possible supply of additional clothing in relation to the degree of risk to the health and safety of the worker in the requested performances.

The company will keep raincoats with relative headgear available for those workers who are forced to carry out their work in the rain.

Workers are required to take care of the good preservation of the clothing entrusted to them and during the service, wear the uniform provided to them.

Uniform

If the activity performed requires the supply of a uniform, essential for the performance of the service, this will be provided by the company compatibly with wear and tear and in any case every two years.

The worker is required in any case of termination of the employment relationship to return the uniform; otherwise, the cost of the uniform will be computed as a cost to be paid by the worker.

The current regulations on workplace safety apply.

Art. 106 Work travel

The company, for service needs, may send the worker away from the usual place of work.

In this case, the worker retains the remuneration relating to his/her place of work and will be entitled to:

a) reimbursement of actual travel expenses corresponding to normal means of transport;

b) reimbursement of food and/or accommodation expenses at the bottom of the list, when the duration of the mission obliges the worker to incur such expenses;

c) reimbursement of other out-of-pocket expenses necessary for the completion of the mission.

The same treatment is due to the worker called as a witness in civil and criminal proceedings for reasons inherent to the service.

Art. 107 Salary tables

Livello	Minimo	E.d.r. confederale	Indennità di funzione
Q	2.084,65	10,33	27,00
7	1.950,55	10,33	---
6	1.752,75	10,33	---
5	1.506,55	10,33	---
4	1.420,85	10,33	---
3	1.348,20	10,33	---
2	1.283,25	10,33	---
1	1.218,45	10,33	---

Levels	Seniority increases for employees	Worker seniority increases
EXECUTIVE	100,64	
7	93,46	
8	83,25	82,99
5	70,40	66,77
4	65,86	63,15
3	62,08	58,18
2	58,68	54,39
1	55,28	51,02

TITLE VI: TERMINATION OF THE EMPLOYMENT RELATIONSHIP

Art. 108 Resignation for just cause

Pursuant to art. 2218 of the Civil Code, each of the contracting parties may withdraw from the employment contract of indefinite duration. Pursuant to art. 2119 of the Civil Code, each of the contracting parties may withdraw from the employment contract, before the expiry of the term if the contract is fixed-term, or without notice if the contract is indefinite, if a cause occurs that does not allow the continuation, even provisional, of the relationship (just cause).

Art. 109 Notice

Each of the contracting parties may withdraw from the permanent employment contract, in the cases provided for by law by giving written notice by registered mail with acknowledgement of receipt or other means suitable for certifying the date of dispatch.
The communication of withdrawal, without notice, by the employer may occur in the cases provided for by this c.c.n.l.
The notice periods for both contracting parties are:

Level of classification	*Seniority of service up to 5 years*	*Seniority between 5 and 10 years*	*Seniority of service over 10 years*
Executives and 7th level	60 days	90 days	120 days
5th and 6th level	30 days	45 days	60 days
3rd and 4th level	20 days	30 days	45 days
1st and 2nd level	7 days	10 days	20 days

The above notice periods are considered calendar periods.
The notice period cannot coincide with holidays, unless the worker explicitly requests it and it is accepted by the employer, with marriage leave and sick leave.
The party who terminates the employment relationship without notice must pay the other party compensation equal to the amount of the salary for the period of missed notice. The notice period will be computed for the purposes of the "termination of employment" (t.f.r.).

CHAPTER I: SEVERANCE PAY

Art. 110 Severance pay

In any case of termination of the employment relationship, the employee is entitled to a severance pay.
The severance pay must be paid to the employee upon termination of service.