NATIONAL COLLECTIVE LABOUR AGREEMENT FOR EMPLOYEES OF COMPANIES PROVIDING CLEANING SERVICES AND INTEGRATED/MULTI SERVICES 8

JUNE 2021

O.N.B.S.I.
Organismo Nazionale Bilaterale Servizi Integrati

(National Bilateral Integrated Services Agency)

Printed by the National Bilateral Integrated Services Agency - ONBSI Via
Livenza 7
Rome, Italy

ANIP Confindustria
Legacoop Produzione e Servizi Federlavoro e
Servizi Confcooperative Unionservizi
CONFAPI
AGCI Servizi

FILCAMS CGIL FISASCAT
CISL UILTRASPORTI UIL

On 8 June 2021, in Rome,

between

ANIP CONFINDUSTRIA, represented by President Lorenzo Mattioli, Vice Presidents Massimo Diamante and Floriana Tomassetti, Secretary General Barbara Fiorucci and the members of the negotiating delegation: Marzia Giuliani, Arianna Francillotti, Maria Rita Romeo; Giacomo Casalicchio; Federica Zerman; Stefano Cimenti; Francesco Marrone; Michela Marguati; Marco Maria Zucchi; Giacomo Landi; Pio Velardo; Simone Paolucci; Fortunato Rosario Caramiello; Mariangela Silvestri; Stefano Cimenti; Alberto De Rosa; Elena Annibaldi Matteo Carbonera; Antonello Cammarota, as well as by **ANID,** by vir- tue of a subsequent consent agreement, represented by Marco Benedetti and Salvatore Taschetti, with the assistance of **CONFINDUSTRIA**, represented by Pierangelo Albini and Graziano Passarello.

UNIONSERVIZI CONFAPI, represented by President Vincenzo Elifani, and by a del- egation of entrepreneurs and consultants composed of Fabio Brutto, Pierpaolo Bilotta, Giulio Gargano, Marco Bertucci, Leonardo Traino, Pasquale Massara and Licia Rosetti Betti, and by the Confederation President of CONFAPI Maurizio Casasco.

LEGACOOP PRODUZIONE E SERVIZI, represented by the Sector Head Andrea Laguardia, the Director Fabrizio Bolzoni and President Gianmaria Balducci and by mem- bers of the negotiating delegation: Marco Cozzolino, Marina Castaldo, Roberto De Zorzi, Francesco Di Comite, Davide Di Bella, Anna Fornasiero, Serena Dalla Cà, Pasquale Lanza, Stelio Mainetti, Stefania Nonni, Valeria Ricci, Ignazio Roccaro, Gabriele Cariani, Nicola Comunello, Valentina Consiglio, Pasquale Ferrante, Sergio Fiorini, Alessandro Frega Olmo Gazzarri, Luciano Patuelli, Andrea Radicchi, with the assistance of LEGACOOP Trade Un- ion Relations Manager Antonio Zampiga.

CONFCOOPERATIVE LAVORO E SERVIZI, represented by President Massimo Stro- nati, Giovanni Poletti, Giuseppe Gallinari, Giuntini Lorenzo, Marco Garavini, with the assis- tance of **CONFCOOPERATIVE**, represented by Sabina Valentini.

AGCI SERVIZI, represented by Sector President Diego Modugno and Nicola Ascalone and Giuseppe Gizzi.

and

THE ITALIAN FEDERATION OF TRADE, TOURISM AND SERVICES WORKERS (FILCAMS-CGIL), represented by the Secretary General Maria Grazia Gabrielli, by the Na- tional Secretary and National Sector Head Cinzia Bernardini, by the National Secretaries Alessio Di Labio, Gianfranco Fattorini and Fabrizio Russo, by the President of the General Assembly Andrea Montagni and by the members of the National General Assembly Agesti Flavio Samson, Agosta Giuseppe, Agostini Luana, Aimar Samanta, Alfatti Caterina, Ama- deo

Domenica, Antonini Dorannunziata, Auddino Maria Concetta, Baffa Matteo, Ballanti Caterina, Bartolini Sonia, Basilico Barbara, Bassetti Paola, Battaini Alessandra, Bellopede Vincenzo, Benadduce Daniela, Benanchi Bernardino, Beretta Marco, Bergonzi Paola, Ber-

nardini Samuele, Bigazzi Sabina, Bont Cristina, Botteghi Mirco, Bravi Angelica, Brotini Luisella, Bruno Pamela, Bucchioni Giovanni, Buillet Isabelle, Buonopane Francesco, Busiello Immacolata, Caiolo Monja, Calabrone Erminia, Caloffi Barbara, Calvo Anastasia, Cam- era Andrea, Capuano Daniele, Carmassi Marco, Carniato Nadia, Carpinetti Michele, Cau Pierpaolo, Ceccherini Beatrice, Cepile Stella, Ceppelli Claudia, Ceresoli Nicoletta, Chierici Luca, Chinellato Francesca, Ciccarelli Laura, Cimini Beatrice Laura, Cipollini Lucio, Cirica Andrea, Cocco Martina, Cochi Federica, Colella Stefania, Colleoni Mario, Congiu Simone, Conti Simona, Cossalter Federica, Costanzo Antonella, Cristiani Fiorenzo Paolo, Cuomo Massimo, Danesino Lara, De Pantz Cecilia, De Zolt Luca, Dessì Daniela, Di Blasio Cristi- na, Di Matteo Fabio, Di Simone Alessandra, Di Tuoro Luana, Dominici Francesca, Falap- pi Matteo, Favola Fabio, Ferracci Daniela, Ferrais Sara, Ferrari Chiara, Ferrone Andrea, Folli Cinzia, Fraddanni Pieralba, Franzini Roberta, Galati Mario, Gatto Samuele, Ghisletti Alessandra, Giannini Alessandro, Gioia Giovanni, Giolo Sonia Cristina, Giorgini Katuscia, Giuliani Cristina, Giulivi Riccardo, Gregori Gianluca, Griffini Roberta, Grigolato Margherita, Grymalyuk Vasylyna, Guadagno Paola Carmela, Iacovazzi Maria, Italiano Valentina, Iurato Marianna, Lanzi Gianni, Leonardi Salvatore, Leone Giuseppe, Lorefice Sonia, Lotti Sara, Loubna Hamami, Lovisetto Andrea, Lucchesi Francesco, Lucchi Barbara, Magi Maurizio, Mandato Francesca, Manfrinato Denis, Mangione Salvina, Manni Assunta, Marianetti Cin- zia, Marinari Bianca, Mastrogirolamo Stefano, Mazigh Aouatif, Mazzotta Giuseppe, Menci Renata, Mereu Maria, Micheleic Barbara, Milazzo Nella, Miriello Elvira, Moccia Marquidas, Montalti Paolo, Moretti Matteo, Moscaggiuri Mirko, Moscatello Joice, Muratore Livio, Mus- selli Patrizio, Nappa Rosaria, Nasca Daniela, Neglia Barbara, Nicoli Stefano, Nigro Clau- dia, Odoni Alessio, Papagni Cesare, Pasqualin Antonella, Pavanelli Flora, Pavlovic Biljana, Pelliccia Alessandra, Petrillo Laura, Pinna Fabrizio, Pinton Cinzia, Pirrera Maria Assunta, Piscedda Simona, Pizzi Marco, Porrari Roberto, Portacci Michele, Pozzi Lidia, Protopa- pa Antonella, Ptytsyna Olga, Quinto Samuel, Rabaglia Valentina, Radin Umberto, Ragno Savina, Riboni Mara, Rombi Simonetta, Rosolia Maria Luisa, Rossi Francesca, Rossi Lu- cia, Roveretti Alessandra, Ruiu Maddalena, Russo Anna Maria, Sabbadin Maurizio, Sac- ceddu Pierpaolo, Sagreti Katia, Salvo Mariella, Sanna Alessandra, Sannazzaro Michele, Sapucci Francesca, Sardyko Wioletta, Schifino Elena, Selenica Albion, Serafimof Ahana, Sgaramella Rosa, Sgargi Emiliano, Simeone Nando, Simiele Sandra, Sow Mame Diarra, Spinelli Antonella, Stacchini Massimiliano, Stesik Marlena Malgorzata, Tall Moustapha, Tanzini Marzia, Testini Chiara, Traversa Roberto, Trentin Maria, Turcotto Simone, Valbruc- cioli Carlotta, Valentino Giuseppe, Verderio Jurij Paolo, Verdone Bruna, Vezzani Cristina, Vietina Andrea, Villani Angela, Vitale Ludovico, Zambon Monica, Zanola Elena; with the participation of the **Confederazione Generale Italiana Lavoratori (CGIL)** represented by Confederation Secretary Tania Scacchetti.

THE ITALIAN FEDERATION OF TRADE UNIONS FOR WORKERS OF RELATED COMMERCIAL SERVICES AND TOURISM (FISASCAT-CISL), represented by the Italian Federation of Trade Unions for Workers of Related Commercial Services and Tourism – FISASCAT/CISL affiliated with FIST CISL – represented by Secretary General Davide Guar- ini, Deputy Secretary General Vincenzo Dell'Orefice; by the National Secretaries: Aurora Blanca, Mirco Ceotto, Diego Lorenzi and by: Piero Casali, Salvatore Carofratello, Stefania Chicca,

Marco Demurtas, Daniele Meniconi, Elena Maria Vanelli (women's coordination), of the Trade Union Office, by Dario Campeotto - President AQuMT, together with a nego- tiating delegation composed of: Adami Hansjörg, Agnelli Nadia, Agostinelli Vera, Alquati

Marco, Altonero Laura, Ammendola Giovanna, Amodeo Vanessa, Anselmo Tonio, Arca- dio Antonio, Arighi Massimiliano, Atzori Giuseppe, Avanzi Giulia, Avanzino Silvia Michela, Avanzo Lamberto, Bagnolini Gianluca, Baldan Antonio, Barazzetta Francesco, Barbatano Antonella, Baroncini Claudia, Bartucci Maria Cristina, Beghin Cristina, Bellandi Giada, Bellentani Monica, Bellini Patrizia, Bellomo Alfonso, Belotti Claudia, Benfenati Luca, Ber- nardini Rita, Bernelli Giuseppina, Bertolissi Fabio, Blau Andrea, Bocchese Matteo, Bove Maurizio, Bresciani Omar, Bristot Stefano, Brogi Marco, Bruno Antonio, Bunone Giovanni, Calabrò Domenica, CalÀ Guido, Calvi Stefano, Camera Paola, Cannizzo Patrizia, Capasso Anna, Capitale Laura, Capobianco Michela, Cappelli Malgara, Carafiglia Claudia, Carasi Venera, Careddu Eleonora, Carletti Marcella, Castagnino Katia, Cavallin Claudio, Cecutti Sandra, Celi Roberto, Chiarini Laura, Chirico Francesca, Chirico Stefania, Ciurlia Capone Sara, Cocco Silvia, Colella Nicola, Comerci Gildo Antonio, Comiati Giovanni Battista, Contemi Pietro, D'Agostino Salvatore, D'Alessandro Luigi, Dall'Ara Michele, D'Aquaro Gi- useppe, De Leo Vincenza, De Stefano Alessandro, De Vecchi Monica, Defilippis Davide, Delfini Claudia, Destito Marisa, Di Leo Elisa, Di Leo Pancrazio, Di Matola Flavio, Di Micco Gennaro, Diego Francesco, Dilavanzo Mauro, Diociaiuti Stefano, Dondeynaz Henri, Egger Ulrike, Elia Benedetta, Elmi Andretti Gianni, Ercolani Barbara, Esposito Maria Rosaria, Eustachi Giovanna, Falcucci Giulia, Falilò Alessio, Faraci Isabella Maria, Farina Adalberto, Fassari Daniele, Ferraro Federica, Ferremi Silvio, Ferreri Antonella, Fioruti Monya, Floris Ti- ziana, Foschini Silvia, Frassanito Marcello, Frigelli Davide, Gallina Elisabetta, Galli Stefano, Gallo Vittorio, Genova Massimiliano, Giacomazzi Adriano, Giuffrida Lucia Angela, Giuffrida Tommaso, Gobbi Enrico, Gobbi Simone, Gola Simona, Goller Gabriele,Grosso Alessan- dro, Gualtieri Alessandro, Huber Agnes Notburga, Iachella Sonia, Iacono Margherita, Im- peratori Sara, Ingrosso Alessandro, Jama Mohamed Halimo, Lai Manolo, Lanzillo Miriam, Lapa Katarzyna, Lazzaro Angela, Le Foche Paolo, Lo Papa Fortunato, Locatelli Alessan- dro, Longo Olga, Lorrai Sara, Lotti Alessandro, Mairone Chiara, Manca Patrizia, Mandelli Rossana, Manenti Liliana, Mangone Sara, Marcomini Diego, Marini Diego, Marrone Sal- vatore, Martelli Luca, Martignetti Alessandro, Matrone Pasqualina, Mattatelli Giuseppe, Mazzei Lucio, Mela Maria Giovanna, Menegale Simona, Minotto Julia, Mistri Maurizio, Molinari Marco, Montagnini Cristiano, Montillo Domenico, Montuori Raffaele, Morando Roberta, More Laritza, Mulaj Ahmed, Murazzo Stefano Musumeci Michele Nana Zemo Patrice, Natili Valerio, Notarnicola Ivan, Olivari Monica, Ormeni Anna, Pagnozzi Marian- na, Paialunga Marco, Pallotta Maria, Parlanti Raffaella, Parravicini Luca, Parrino Giovanni, Pegoraro Nicola, Pellicani Fabio, Peroni Liliana, Pialli Simone, Piazzese Carlo, Pietrosanto Cinzia, Pintacorona Teresa, Piredda Pierfranco, Pogliani Francesco, Ponzo Lucia Angela Rita, Porcedda Monica, Ramaglia Graziella, Ricci Matteo, Romano Laura, Rossi GiosuÈ, Rotoni Rachele, Ruta Maria, Salustri Alessandra, Salvati Silvia, Santellani Diego, Sardone Emanuela, Scarcello Angelo, Scialanca Massimiliano, Serra Roberta, Sferruzza Giuseppi- na, Sgobbo Angelo, Silvano Domenico, Silvestri Cristina, Silvestro Rosa, Soleggiati Sele- na, Spinzi Luigi, Spitalieri Vincenzo, Squartini Marco, Talamone Mirko, Tarantini Carmela, Tempini Paolo, Tolomio Susanna, Tosi Sara, Troiani Claudio, Truzzi Barbara, Tutzer Judith, Untermarzoner Josef, Vanin Antonio, Vargiu Claudia, Vento Giorgio, Verde Marco, Vinci Maria Scala, Witkowska Angelika, Zambon Maristella, Zullo Stefania; by the **Confeder- azione Italiana Sindacati Lavoratori (CISL)** represented by CISL Secretary General

Luigi Sbarra.

UILTRASPORTI-UIL, represented by the Secretary General Claudio Tarlazzi; by the

National Secretaries Marco Verzari, Francesca Baiocchi, Marco Odone, Roberto Napo- leoni, Ivan Viglietti; by the representatives of the National Department: Ivan Cerminara, Paolo Collini, Massimo Longo, Giuseppe Nocerino, Massimo Martuscello, Lucia Silvestri, Sergio Tarabù; by the Regional General Secretaries: Orazio Colapietra, Andrea Granonico, Antonio Albrizio, Patrizia Zambon, Nicola Petrolli, Artan Mullaymeri, Roberto Gulli, Daniele Zennaro, Fabio Piccinini, Michele Panzieri, Stefano Cecchetti, Emanuele Cingolani, Mau- rizio Lago, Pietro Angileri, Vincenzo Marcotullio, Antonio Cefola, Antonio Aiello, Giuseppe Rizzo, Enzo Boffoli, William Zonca, Agostino Falanga; by the delegation composed of: Francesco Abatangelo, Ivana Di Tanno, Giacomo Ricciardi, Davide Margarita, Ciro Petruc- celli, Alberto Gasparini, Morena De Pieri, Andrea Zaniol, Federico Cuzzolin, Samuela Ben- vegnù, Giusi Corsini, Silvana Comanducci, Giovanna Fadda, Antonella Cozzolino, Fatima El Hakym, Giuseppe Ulcano, Alfonso Merluzzo, Mirko Fabbretti, Giovanni Criscenti, Maria Stella Vannacci, Antonella Didu, Franco Cerbaro, Nadia Bellini, Giulia Bencistà, Guido Mazzoni, Mirko Trovato, Patrizia Ciocchi, Simone Marsili, Lanfranco Ricci, Teresa Cir- ci, Primo Cipriani, Ilaria Corinaldesi, Marina Conti, Giulia Valentini, Leonardo Celi, Fenji Az Eddine, Marco Zappacosta, Antonella Cannatà, Alessandro Bonfigli, Luca Lombardi, Pierluigi Giacomelli, Renato Cerocchi, Gabriele Mario, Rosa Montanarella, Anna Auria, Lucia Nolè, Giuseppina Dinardo, Assunta Finizio, Gennaro Calvano, Umberto Racioppi, Antonio Rescigno, Massimo Dionisio, Federico Mancini, Antonello Acunzo Domenico Lombardo, Giuseppe Condello, Giovanni Villella, Cosimo Greco, Emanuele Nitto, Carmelo Sasso, Mario Greco, Vincenzo Di Monte, Michele Mastino, Andrea Piccu, Fabiana Testa, Daniele Barbera, Salvatore Bonaventura, Giuseppa Menza.

this agreement for the renewal of the National Collective Labour Agreement (CCNL) for personnel employed by cleaning and integrated/multi-service companies was agreed to on 19 December 2007, renewed on 31 May 2011, along with its annex- es forming an integral part of the CCNL.

CCNL

Article 1 - SCOPE OF APPLICATION OF THE CONTRACT

This National Collective Labour Agreement governs the labour relations between companies in the cleaning and integrated/multi-service sector and their employees in a unified manner for the entire territory of the Italian Republic.

This National Collective Labour Agreement, signed by the employers' associations and the trade unions of the workers comparatively most representative in the category at the national and territorial levels, also pursuant to Article 7, paragraph 4, of Italian Decree-Law no. 248/2007 converted into Italian Law no. 31/2008, is a unitary and insep- arable whole, and in each and every one of its provisions and in its entirety constitutes a minimum and mandatory treatment, except for what is expressly provided for therein, for the workers of the companies set forth in Article 1 and constitutes a necessary condition for the enjoyment of the regulatory and contributory benefits envisaged by the regional, national and EU regulations in force as well as for access to the continuous training pro- vided by the interprofessional funds.

More specifically, the correct application of the provisions set out in Articles 54, 66 and 69 ("Supplementary Pension Scheme", "National Joint Body - ONBSI" and "Supplemen- tary Healthcare") is a necessary condition for the use of all the instruments that this CCNL has set up to meet the needs of companies in the labour market and the management of labour relations.

This Contract supersedes and absorbs for all purposes the provisions of all previous national collective agreements, as well as the local rules and customs, insofar as they are governed thereby.

For matters not covered by this Contract, the relevant legal provisions shall apply. This without prejudice to any more favourable terms.

Whereas the market of cleaning and integrated services in the public and private sec- tors is evolving in the perspective of activities characterised by the concurrent presence of varied and diversified professional skills with respect to the scope of application of the CCNL of 24 October 1997, of the CCNL of 25 May 2001, of the Memorandum of Under- standing of 3 December 2003, and the contents of the Protocol of 7 October 2003, which however retains its specificity, the Parties agree to further define the scope of application under the terms set forth in this Article, as well as to develop the scope of the previous regulations in the manner and under the terms specified below in order to better respond to the more extensive needs of the market and of the customers.

The activities carried out for public and private customers, as outlined in the following paragraphs, may be managed within the framework of traditional cleaning and/or integrated/multi-service/global service companies with the use of this CCNL.

Consequently, any autonomous activities – including for specific contracts – subject to corresponding autonomous and specific CCNLs according to the regulations in force are excluded from the scope of the contract.

Cleaning, disinfection, sanitisation, pest control and rodent control services are regu- lated by Italian Law no. 82/1994 and the subsequent laws and implementing regulations. They include auxiliary/supplementary services and maintenance, both scheduled and un- scheduled, carried out on a non-exclusive basis at the request of public and private cus- tomers.

In fact the progressive expansion of contracts for global services based on results and also

encompassing design and production management of the various services, facility

management and integrated or multi-service activities covers a plurality of services.

By means of this collective contract, the Parties intend to make available to the market a means for redefining the offer in the face of the demand for services resulting from the choice of outsourcing non-primary activities made by Public Administrations and private entities.

Accordingly, the sphere of application of this contract includes but is not limited to the following activities:

- cleaning, disinfection, sanitisation, pest control and rodent control services (civil, industrial, hospital, home, etc.);
- maintenance services (green areas, industrial plant and machinery, real estate, mova- ble property, cleaning writing and graffiti from walls, roads and horizontal and vertical signage in confined areas, swimming pools, beaches, sandy areas, etc.);
- facilities management and operation services (thermal, air-conditioning, electrical, plumbing, etc.);
- access control services, museum, exhibition and conference auxiliary services (recep- tion, greeting, accompaniment, caretaking of venues, buildings, areas, etc.);
- environmental sanitisation services (disinfection, pest control, extermination, etc.);
- general services (copy services, switchboard, stationery and internal mail distribution, document delivery, in-house handling, etc.);
- administrative services (condominium management, utilities management, permits, licences, taxes, billing, etc.);
- catering services (transport and conveyance of meals, tidying up of venues, dishwash- ing, etc.);
- cleaning, maintenance and other services in private dwellings (homes, residences, etc.);
- transport auxiliary services (assistance, storage and minor maintenance for public transport - buses, aircraft, boats, etc.);
- auxiliary services in education, health, industry and public and private offices;
- integrated exhibition, museum and archaeological services, including promotional and recreational and cultural events, as well as first responder firefighting services, etc.;
- services of access control and caretaking of areas, buildings and equipment including the caretaking and management of non-paying car parks in private confined areas, with the aid of technological installations and dog services;
- document delivery services, document custody and archiving, document transport, ticketing and information services including by telephone, excluding call centres, etc.;
- Auxiliary services for library management and book display, access management, public information, handling and physical processing of library materials (covering, affixing anti-shoplifting bands, application of barcodes, etc.).

The economic and regulatory treatment set forth in this CCNL shall apply to the employees of the companies, regardless of their legal form.

As regards member-workers of cooperatives, Italian Law no. 142 of 3 April 2001 ap- plies.

Article 2 - TRADE UNION RELATIONS SYSTEM

Aware of the importance of the role that labour relations play in contributing to the solution of the complex problems of the sector, it is agreed that it would be appropriate to set up various levels of meetings between the parties to this contract for the examination of specific issues of interest to the sector.

A) *Information at the national level*

Without prejudice to the autonomy and the respective distinct powers of the compa- nies and trade unions, the parties to the agreement agree to hold meetings at the national level – as a rule on an annual basis, and in any case at the reasoned request of one of the two parties – in order to:

- examine the qualitative and quantitative state and dynamics of employment, with particular reference to youth and women;
- examine the possibility of having training and/or professional qualification programmes for workers carried out by the joint sectoral body in relation to changes in the organi- sation of work;
- monitor the overall situation in the sector, with particular regard to the duration of contracts, tender trends, qualitative selection criteria for companies and award criteria, with the aim of identifying possible appropriate initiatives for the harmonisation and improvement of regulations in this field at the national level;
- examine the necessary regulation of the sector in light of national and European legislative changes, as well as the definition of codes of conduct to be adopted by the Public Administration and companies providing the contracted services;
- make the observatory for the governance of the labour market and employment set up at the Ministry of Labour more functional and operational, also in order to support the initiatives of the steering committee for the fight against undeclared and undocu- mented work referred to in Italian Law no. 296/2006, Article 1, paragraph 1156 and the subsequent ministerial decree of 11 October 2007;
- in light of legislative changes, including developments in the field of mixed companies and profound changes in the labour market, examine the quantitative and qualitative performance of existing employment relationships.

B) *Information at the local level*

Annually, at the regional and/or provincial level at the request of one of the parties, meetings will be held between the representatives of the contracting organisations to examine specific problems that have significant repercussions for the individual regions in order to:

- organise initiatives in the field of vocational training and retraining, including with respect to the guidance provided at the national level by the joint sectoral body;
- monitor the duration of contracts, trends in tenders and award criteria in order to iden- tify initiatives for the harmonisation and improvement of regulations in this field at the

regional level;

– take the necessary initiatives with regard to the control and prevention of illnesses as well as with regard to safety at work in general in light of the provisions of the law and

of the inter-confederation Agreements in force and based on the decisions taken by the joint sectoral body.

C) *Information at the company level for nationwide companies*

The parties to the agreement agree to hold meetings at the national level – as a rule on an annual basis, and in any case at the reasoned request of one of the two parties – within the framework of the existing information system, for nationwide companies with at least 400 employees for a joint examination of:

- the application of the rules for the prevention of occupational accidents and illnesses and the research, development and implementation of suitable measures to protect the health and physical integrity of workers in light of the legal and contractual rules in force;
- the numerical size of the workforce and the different types of labour contracts existing in the company;
- on women's employment trends, with the related possible positive actions aimed at pursuing equal opportunities in compliance with the provisions of Italian Legislative Decree 198/2006;
- expiring procurement contracts;
- company crises affecting employment and/or labour mobility.

In special meetings between the company and the trade union representation, the following will be examined and discussed:

- professional training and retraining programmes for personnel following the introduc- tion of new technologies and/or technological changes;
- the possible new structure of the services in relation to structural changes in the or- ganisational structure of the services themselves, as well as the effects on employ- ment levels, work organisation and the professional skills of workers brought about by technological innovations, company restructuring and reorganisation;
- possible solutions in the field of mobility and flexibility with a view to better work or- ganisation;
- the trend of overtime work;
- the scheduling of annual vacations;
- the implementation of the models and working hours defined by the current CCNL.

D) *Information at the company level*

Technological innovations or restructuring that have implications for employment lev- els, work organisation and the professionalism of workers will be discussed at the com- pany level.

Semi-annually the companies, the unitary union representative bodies, or if not yet constituted, the company union representatives will jointly examine:

1) the number of personnel;
2) training and professional development programmes for personnel;
3) the trend of overtime work.

The companies shall also inform the unitary union representative bodies or, where they have not yet been established, the company union representatives of matters for which

legal or contractual provisions envisage information at the company level.

For other responsibilities at the company level, see the provisions of Article 59.

E) *Issues for discussion at the national level*

In specific meetings, the parties will address the problems of the integration of foreign workers, in application of the laws that concern them.

The Parties agree to set up a round table when the reform of social shock absorbers is enacted, in order to harmonise the existing contractual regulations with the new provi- sions to be enacted by the legislature.

Article 3 - CONTRACTUAL ARRANGEMENTS

The stipulating parties identify two levels of bargaining:

- a national collective labour contract;
- a second level of negotiation based on the specific referral clauses of the same CCNL and in accordance with the criteria and procedures indicated by said contract.

National Collective Labour Agreement

This national collective contract has a duration of three years for both economic and regulatory aspects. It governs all the elements of the employment relationship, constitut- ing a source of governance of the regulatory aspects.

It also defines basic pay with the specific function of safeguarding the purchasing power of contractual wages.

For second-level bargaining, the CCNL identifies the subjects, authorised parties and timing, subject to appropriate procedural guarantees, with areas and responsibilities that are not redundant with respect to those of the national level.

Procedures for the renewal of the national collective labour contract

Proposals for the renewal of the CCNL will be submitted in time to allow the opening of negotiations six months before the contract's expiry.

The party that has received the renewal proposals shall provide feedback within 20 days from the date of their receipt, also with a view to agreeing on a meeting.

During the six months preceding and in the month following the expiry of the CCNL, and in any case for a total period equal to seven months from the presentation of the re- newal proposals, the parties shall not take unilateral initiatives or direct action with respect to the contractual dispute.

In the event of failure to respect the union truce defined above, the right may be exercised to request the revocation or suspension of the action taken; if the revocation or suspension is not implemented, the effectiveness of the CCNL and any second-level agreements will be postponed by one month.

The application of the mechanism recognising economic coverage from the date of expiry of the previous contract in favour of workers in service on the date the renewal agreement is reached is conditional on compliance with the timing and procedures de- fined in the renewal agreement.

Second-Level Bargaining

With this contractual renewal, the Parties shared a model of second-level bargaining aimed at developing the sector also in the area of discussion and labour relations.

The responsibility for second-level bargaining is exercised by the regional offices of the national trade unions that stipulated the CCNL.

The companies are assisted and represented by the relevant local associations of the stipulating national employers' organisations they are affiliated with or to which they have granted a mandate.

Second-level bargaining has the function of negotiating variable economic payments related to results achieved in the implementation of programmes agreed to by the parties. Such programmes shall be aimed at increases in productivity, quality, profitability, ef- fectiveness, innovation, organisational efficiency and other elements relevant to the im- provement of the company's competitiveness, as well as to the results linked to the economic performance of the individual company.

The performance bonus must have such characteristics as to allow the application of the special contribution and tax treatments envisaged by law.

Second-level bargaining is exercised for the matters wholly or partially delegated by this CCNL, as peremptorily specified in this paragraph or by law. It shall concern matters and initiatives that have not already been negotiated at other bargaining levels, in accord- ance with the principle of "non bis in idem", except as expressly envisaged in this CCNL. – actions in favour of female personnel, implementing EEC Recommendation no. 635/1984 and Italian Legislative Decree 198/2006, consistent with what has been agreed to on the matter at the national level;

- positive actions for the flexibility referred to in Article 9 of Italian Law no. 53/2000;
- agreements on the development of bilateralism, consistent with and within the framework agreed to on this matter at the national level;
- different training commitments and specific methods for carrying out internal and external training of apprentices, pursuant to Article 12 of this CCNL;
- monitoring the use of overtime in accordance with Article 33 of this CCNL;
- specific agreements on shift/hour schedules, including for specific types of contracts present in the region, with a view to better organisation of work;
- explanatory methods for the application of flexibility schemes already envisaged in this CCNL and/or definition of new mechanisms for particular types of contracts in the region;
- identification of solutions aimed at greater use of company mobility, including outside the municipal area;
- identification of measures to improve working conditions, also in order to counter any abnormal forms of absenteeism.

Second-level agreements are valid for three years.

Procedures for the renewal and management of second-level agreements.

Second-level agreements have a three-year duration and are renewable in accordance with the principle of autonomy of negotiation cycles in order to avoid overlapping with the renewal times of the national collective contract.

Requests for the renewal of second-level agreements shall be jointly signed by the parties identified in this article and submitted to the relevant local Association in time to allow for the opening of negotiations three months before the expiry of the agreements.

The party that has received the renewal proposals shall provide feedback within 20 days from the date of their receipt, also with a view to agreeing on a meeting.

For a period of four months from the submission of the requests, the parties shall not take unilateral initiatives or direct action with respect to the contractual dispute.

Second-level bargaining related to economic matters is permitted for the establish- ment of a Performance Bonus calculated only with respect to the results achieved in the execution of agreed programmes under the "Second-Level Bargaining" section above, as well as under the "Performance Bonus" section below.

For the purpose of identifying objective parameters that can be used under this Arti- cle, considering that the cleaning and multi-service/integrated services sector is definitely "labour intensive" and that the main resource is thus labour, the parties agree to identify the main indicator as actual presence at work.

To this end, the payment of the performance bonus will be proportionate to the actual presence of the worker, except for periods of absence due to maternity, accidents and union activities, concurrent with the quality of the work performed, which is necessary in order to maintain contracts as well as to acquire new ones.

A National Advisory Commission is established to analyse the consistency of the re- quests submitted, the progress of the bargaining and its results with respect to what is set forth in this article. In this context, the Commission may direct the second-level bargaining as set forth in this article using the most appropriate initiatives.

The establishment of the National Advisory Commission is aimed at participatory in- volvement at all levels and the evolution of the industrial relations system.

The local business and trade union organisations will submit the texts of the signed second-level agreements to their respective national organisations.

<u>Performance bonus</u>

Bargaining economic matters is envisaged following the procedures set out below.

Such negotiations concern salary payments strictly related to objectives and results achieved through the implementation of programmes agreed to by the Parties, for exam- ple targeting increases in performance, productivity, efficiency, effectiveness, competitive- ness and quality.

The amounts of the new supplementary economic elements referred to in the preced- ing paragraphs are variable, cannot be predetermined and are not useful for the purposes of any legal or contractual proceedings. They must also be consistent with the provisions of the social security and tax regulations that provide for special benefits in the matter of economic utilities deriving from second-level bargaining.

The bonus agreement will last for three years.

Second-level bargaining will establish the conditions, timing and methods for the ap- plication of the performance bonus.

The payment of the bonus will be re-proportioned by the company with reference to the days of actual work performed by its workers in the previous year.

For part-time workers, the amount of the bonus will be calculated in proportion to their individual working hours.

Following the second-level agreement, when granted, the bonus shall absorb up to the amount of any additional collective economic treatment under the provisions of this CCNL, or it shall be entirely absorbed if lower.

Consistent with the provisions of the preceding paragraph, in those cases in which second-level economic agreements are in force at the date of entry into force of this CCNL, the conditions of this article shall be extended.

Without prejudice to the fact that second-level agreements must be filed with the provincial labour directorates in accordance with current law, the Parties agree that sec- ond-level agreements shall also be sent to O.N.B.S.I., which will forward them to CCNL for the purposes envisaged by law.

Remuneration guarantee

Employees with permanent contracts who in the previous four years have not been par- ties to second-level bargaining and who have not received other individual or collective economic benefits in addition to what is due under this collective contract, if after the presentation of a second-level platform for the purposes of this article an agreement is not defined within the month of December 2012, the company will pay the amount of €80.00 at the 2nd level (parameter 109) and prorated for the other levels together with the salary for the month of July 2013.

The verification of those entitled to the benefit and the disbursement thereof will be determined with respect to the situation observed over the last four years.

The benefit concerns permanent workers in force on 1 January 2013 who have been registered in the payroll for at least six months. The company will calculate the amount in proportion to the days of actual work performed by its employees during the period 1/1/2010 - 31/12/2012.

In the event of a contract transfer that takes place between January 2013 and July 2013, the terminating company shall pay the workers transferring to the incoming compa- ny any amounts due as a benefit.

For part-time workers, the amount of the benefit will be calculated in proportion to their individual working hours.

The sum disbursed as a benefit is not included in the calculation of any legal or con-tractual item, as the parties have defined its amount in an all-inclusive sense, taking into account any percentage impact, including severance pay.

The benefit cannot be a substitute for second-level agreements currently in force.

Provisions attributable to productivity gains

Without prejudice to the provisions of the law and the relevant explanatory circulars as well as the relevant Inter-confederation Agreements, the Parties agree that the application of the following provisions gives rise to increases in productivity, quality, competitiveness, profitability, innovation and organisational efficiency:

– overtime work;

- extra hours;
- remuneration for elastic clauses;
- night work;
- shift work;

- holiday work;
- variable performance bonuses;
- hours of leave, hour bank and unused holidays;
- any other remuneration aimed at increasing company productivity, quality, competitiveness, profitability, innovation and organisational efficiency.

Article 4 - CHANGE OF CONTRACT

Noting that for the most part the sector is characterised by the production of services through contracts and that this results in frequent changes of management between com- panies with termination of employment by the transferring enterprise and provision of the necessary labour resources with completely new hires by the successor company, on the one hand the Parties intend to take into account the structural characteristics of the sector and the operations of the companies, and on the other hand the objective of protecting overall employment levels in the most concrete manner possible.

The Parties therefore agree upon the following rules for cases of change of contract, valid for each legal type of company providing services, transferor or successor (company, cooperative, etc.), also in accordance with the provisions of Article 7, paragraph 4-bis, of Italian Decree-Law no. 248 of 31.12.2007, converted into Italian Law no. 31 of 28.2.2008. In any case of change of contract, the terminating company shall give prior notice, ex- cept in cases where it is not objectively possible, at least 15 days before the new contract is to be executed, to the relevant company and regional union structures, also providing information on:

- the number of employees involved, indicating those employed in the contract in ques- tion in force and permanently employed for at least 4 months,
- respective weekly contractual hours,
- classification level and date assigned thereto,
- date hired in the sector,
- date hired in the terminating company,
- any occasional or contractual employment under other job contracts,
- any assignment of coordination and planning functions, with an indication of whether these functions are carried out at other job contracts.

This communication is simultaneously sent to the successor company.

As soon as possible, and at least 15 days before the contract is to be executed, and, where this is objectively not possible, in good time, the successor company shall notify the regional offices of the trade unions that signed the CCNL. At the request of the latter, the Parties will meet prior to the handover to ensure the proper application of the condi- tions of the workers' transfer. Upon expiry of the contract, two cases may occur:

a) in the event of the termination of a contract with the same terms, conditions and contractual performance, the successor company agrees to ensure the employment – without a trial period – of the employees hired under the existing contract as evi- denced by documentary evidence at least 4 months prior to the termination of the contract, except

in special cases such as resignations, retirements, deaths;

b) in the event of termination of the contract with amendments to the contractual terms, conditions and performances, the successor company – even if it is the same one that was already managing the service – shall be summoned to the local mandated Associ-

ation, or in its absence to the local Labour Inspectorate or any similar local institution, where possible within the 15 days prior to the date of the termination of the contract with the company union representatives and the relevant local signatory trade union organisations for an examination of the situation in order to harmonise the changed technical-organisational requirements of the contract with the maintenance of employment levels, taking into account the professional conditions and use of employed personnel, also resorting to job-to-job mobility within the company's operations or the use of solutions such as part-time, reduced working hours, flexible working days, layoffs.

Without prejudice to the provisions of letters a) and b) above, in procedures involving a change of contract the successor company shall take on as employees the employees and member-partners with subordinate employment relationships transferred from the terminating company.

Where the successor company is a cooperative, this is without prejudice to the employee's subsequent right to formally apply for membership.

The member shall in any case be guaranteed an overall economic treatment not less than what is envisaged by this CCNL.

Such hiring does not constitute additional employment.

If at the time of termination suspensions of work are in effect that would otherwise result in the preservation of employment, the relationship shall continue under the employ of the terminating company and the employee shall be hired by the successor company at the time the cause for suspension ceases to exist.

Workers on leave pursuant to Article 31 of Italian Law no. 300/1970 will be hired by the successor company with direct and immediate transfer.

Workers employed under a fixed-term contract will be employed by the successor company until the expiry of the original relationship.

In any case of transfer of workers from one company to another pursuant to Article 4 of this CCNL, the period of apprenticeship already completed – with respect to which the transferring company is required to provide appropriate documentation to the company taking over – shall be counted in full and shall count for seniority purposes.

As soon as it becomes official and in any case within the time necessary for the application of the procedures as identified above, the terminating company shall deliver the following documentation to the succeeding company relating to each worker meeting the requirements for possible hiring:

- name, date and place of birth, tax code and address of residence (or domicile, if dif- ferent from the residence);
- any residence permit and its expiry;
- telephone number;
- extract of the last four months of the payroll ledger;
- classification level;
- type of contract, and for fixed-term contracts the expiry date and reason;
- weekly schedule;
- date hired in the sector;

- date hired in the terminating company;
- individual situation as regards sickness and injuries at work for the purposes of and within the limits set forth in Article 51, paragraphs 4 and 5, of the current CCNL;

as well as

- the list of personnel hired under Italian Law no. 68/1999;
- the measures adopted pursuant to Italian Legislative Decree no. 81/2008 on health and safety at work, with regard to health surveillance and the company physician, and to training and information initiatives, including the status of implementation of the obligations set out in the Agreement of 21.12.2011 between the Ministry of Labour and the State/Regions Conference;
- the education and/or training initiatives, including those relating to any vocational apprenticeship contracts entered into, as well as those relating to the Record of Personal Achievement as referred to in Article 2, letter i), of Italian Legislative Decree no. 276 of 10.9.2003 and to the Ministry of Labour Decree of 10.10.2005;
- the registration of workers in supplementary pension funds and the supplementary healthcare fund referred to in Articles 54 and 69 of the current CCNL.

For personnel involved in the handover referred to in this Article, the terminating company shall be exempt from having to pay the indemnity in lieu of notice referred to in Article 57.

STATEMENT FOR THE RECORD

The parties acknowledge that, in the event of hiring by direct and immediate transfer, the regulations referred to in this article are not intended to modify the scheme connected with the termination of contracts that provides for the termination of the employment rela- tionship with the terminating company due to the elimination of the job pursuant to Article 3 of Italian Law no. 604/1966 and the establishment of a new employment relationship with the incoming company.

To this end, the parties recall and annex to this CCNL the memorandum of the Ministry of Labour ref. no. 5/25 316/70 API of 14.3.1992 confirmed by circular no. 5/26514/7APT/2001 of 28.5.2001 and the text of Article 7, paragraph 4 bis, of Italian Decree-Law no. 248 of 31.12.2007, converted into Italian Law no. 31 of 28.2.2008.

Article 5 - HIRING

Pursuant to Article 1 of Italian Legislative Decree no. 152 of 26 May 1997, within 30 days from the date of hiring the employer must provide the worker with 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, the indica- tion that the worker is employed in different places as well as 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 trial period;
f) the classification, level and qualification assigned to the worker, or the characteristics or a

summary description of the work;

g) the initial amount of remuneration and its components, with an indication of the payment period;

h) the duration of paid leave;
i) working hours;
j) notice periods in the event of early termination.

Information on the matters referred to in letters e), g), h), i) and j) may be provided by referring to the provisions of the CCNL.

The contracting and subcontracting employer shall provide the worker with an identification card pursuant to Article 18, paragraph 1, letter u), of Italian Legislative Decree no. 81 of 9 April 2008.

Article 6 - SUBMISSION AND RETURN OF WORK DOCUMENTS

Upon hiring, the worker must present:
- an identity document;
- a general criminal records certificate dated no earlier than three months;
- the tax code number and anything else that may be required by special legal provi- sions;
- family status;
- two ID-sized photos.

Upon termination of the employment relationship, the company shall deliver to the worker, who shall issue a receipt, any document pertaining to the person concerned no later than the day following termination, unless prevented from doing so for reasons be- yond its control.

Article 7 - PROTECTION OF THE WORK OF WOMEN AND MINORS

For the protection of the work of women and minors, the current regulations apply.

Article 7-bis - COMBATING SEXUAL VIOLENCE AND HARASSMENT IN THE WORK-PLACE

Considering that violence and sexual harassment in the workplace constitute an abuse and a violation of human rights, the Social Partners signing this CCNL. agree to promote initiatives to prevent and combat such unacceptable conduct that is inconsistent with respect for the human person, The parties fully endorse the principles expressed in the European Agreement signed on 26 April 2007, "Framework Agreement on Harassment and Violence in the Workplace", in ILO Recommendation no. 206 of 2019 and in ILO Con- vention no. 190 approved in June 2019, and in the Inter-confederation Agreements signed by the Employers' Associations and the Trade Unions.

The Equal Opportunities Code pursuant to Italian Legislative Decree 198/2006 spec- ifies the employer's obligation to ensure working conditions that guarantee the physical and moral integrity and dignity of workers, as well as their psychological well-being.

To this end, initiatives of an informative and educational nature have been identified

aimed at opposing, preventing and not tolerating discriminatory conduct based on di- versity, and in particular sexual violence or harassment in the workplace, so as to ensure respect for the dignity of each individual and to foster interpersonal relations based on

principles of equality and mutual propriety.

Company staff and management training programmes must include information about the guidelines adopted on the prevention of sexual harassment and the procedures to be followed if harassment takes place.

Specific training measures on the protection of personal freedom and dignity, to be implemented also with the support of the Interprofessional Funds, will be organised by the companies in order to prevent the occurrence of conduct that can be construed as sexual harassment and to promote specific behaviour aimed at disseminating a culture of respect for the person.

To this end, the trade unions will organise staff meetings on these topics.

Companies will prepare informative materials for workers on what to do in the event of sexual harassment.

Within one month from the signing of this CCNL, the Parties shall identify a Code of Conduct / Guidelines with the measures and procedures to be adopted in the fight against sexual violence and harassment in the workplace, which shall be implemented by the in- dividual companies.

Article 8 - TRIAL PERIOD

A worker hired for work may be subject to a trial period not exceeding:

- 6 months for workers at the Manager level;
- 4 months for workers classified as level 7;
- 3 months for workers classified as level 6;
- 2 months for white-collar workers classified as level 5, 4, 3 or 2;
- 30 days of actual work, for blue-collar workers classified as level 4 or 5;
- 26 days of actual work, for workers with blue-collar duties classified as level 1, 2, or 3.

Without prejudice to the maximum limits referred to in the preceding paragraph, for blue-collar workers employed under a vertical part-time contract, the trial period may not in any event exceed three months.

Such trial period shall be evidenced by the letter of employment referred to in Article 5.

During the trial period, all rights and obligations of this contract shall subsist between the parties unless otherwise envisaged in the contract itself.

During the trial period, the employment relationship may be terminated by either party at any time without notice or compensation for termination.

If the termination is due to resignation at any time or dismissal during the first two months of trial period for level 7 workers and during the first month for level 6 workers, remuneration shall only be paid for the period actually worked.

If the termination takes place after the aforementioned terms, the worker shall be paid salary up to the middle or end of the current month, depending on whether the termination takes place within the first or second fortnight of such month.

If at the end of the trial period the company does not terminate the relationship, the worker shall be deemed confirmed and such period shall be counted for the purposes of

calculating seniority.

Blue-collar workers who have already completed the trial period within the same company and for the same tasks in the previous 12 months or in the case of a direct and immediate transfer shall be exempt from the trial period.

Article 9 - BETTER CONDITIONS

Any individual conditions that on the whole are better than the provisions of this contract shall prevail. Moreover, all other more favourable conditions remain unaffected.

Article 10 - CLASSIFICATION OF PERSONNEL

With regard to the tasks performed, employees are classified in the levels listed below, it being understood that the distinction between white- and blue-collar workers is main- tained for the purposes of all provisions (laws, regulations, contracts, etc.) that provide for differentiated treatment and in any case refer distinctly to such workers.

A worker who performs tasks related to different levels shall be classified at the higher level if the tasks at the higher level prevail, except in the case of a temporary change of tasks.

The classification of workers in the categories provided for in this article takes place based on general job descriptions, examples of professional profiles and examples. The examples refer generically to the professional figure of the worker, and are therefore mainly formulated in uniform terms.

The indispensable requirements deriving from the professional characteristics and prerequisites indicated in the job descriptions and professional profiles allow for the classification of professional figures not indicated in the text by analogy.

If specific authorisations and/or qualifications are required to perform certain activi- ties, it is agreed that the performance of such activities and the classification in the corre- sponding level shall be subject to the worker meeting the envisaged requirements.

MANAGERS

Pursuant to Italian Law no. 190 of 13 May 1985 as amended by Italian Law no. 106 of 2 April 1986, the Parties agree as follows:

1) the determination of the requirements for the category of "manager" is made by the contracting parties to this national labour contract;
2) with regard to the foregoing, upon first application employers shall attribute the qualification of manager to the workers concerned with effect from 1/7/1989;
3) pursuant to the combined provisions of Article 2049 of the Italian Civil Code and Arti- cle 5 of Italian Law 190/1985, the company is liable for damages resulting from negli- gence caused by the manager in the performance of their work;
4) the aforementioned liability may also be insured by taking out a relevant insurance policy;
5) the company shall guarantee to the manager employee, including by means of any insurance policy, legal assistance until final judgement for civil and criminal proceedings against the manager for actions that are directly connected with the performance of the duties assigned to them;
6) in addition to the provisions of the law in force concerning patents and copyrights, subject to the company's authorisation, managers are granted the possibility of pub- lishing research or works under their name relating to the activities carried out and the use of data

and information acquired in the course of such activities;

7) with regard to their needs, as a rule companies will encourage managers' participation

in training initiatives aimed at improving professional skills, including with the help of the relevant local business associations;

8) as from the date on which the company recognises the classification as manager, the workers concerned will be paid a function allowance in the amount of €25.82 per month gross to be calculated on all contractual provisions;
9) for matters not expressly envisaged herein, reference is made to the provisions specif- ic to the category of white-collar workers;
10) the parties acknowledge that this regulation fully implements the provisions of Italian Law no. 190 of 13 May 1985 regarding the category of "managers".

Job description

This level includes managerial staff who, in addition to the characteristics indicated in the job description referred to in level 7 and having experience acquired through pro- longed exercise of functions, are responsible for the coordination of fundamental services and offices or carry out activities of high specialisation and importance for the develop- ment and achievement of objectives.

LEVEL 7

Cat. White-collar workers with managerial functions

Job description

Workers belonging to this level are those who perform management functions that require specific professional preparation and ability with the necessary autonomy and discretionary powers and initiative (within the process assigned) and who are responsible for the expected results/objectives to be achieved.

LEVEL 6

Cat. White-/Blue-collar Workers

Qualif. High-level white-collar workers with adequate knowledge/experience/pow- ers of initiative.
Blue-collar workers with specialised duties and qualifications

Job description

This level includes workers who perform high-level functions related to complex activ- ities, which involve advanced preparation, adequate professional and managerial skills as well as extensive experience.

This level includes workers who perform tasks that require specific specialisations and a high level of qualification and professional expertise.

These functions are performed with decision-making powers and autonomy of initia- tive within the limits of the general directives issued to them.

Examples:

10.1 High-level technical/administrative white-collar worker;

10.2 Specialist in quality, safety and environmental control;

10.3 Programmer analyst, programmer technician;

10.4 Procurement;
10.5 Management assistant;
10.6 Accountant;
10.7 Service coordinator;
10.8 Inspector;
10.9 Operator responsible for the operation of complex systems;
10.10 Head of medium-sized autonomous operating groups in the fields of environ- ment, cleaning, maintenance and installation, logistics.

LEVEL 5

Cat.	High-level	Expert
Qualif.	white-collar workers	blue-collar workers

Job description

This level is for workers who perform intellectual or predominantly high-level tasks un- der conditions of executive autonomy within the limits of the procedures valid in the field of activity in which they operate and possess professional and managerial skills as well as specialised theoretical and technical-practical training.

This level also includes those who, while working manually themselves, perform with operational autonomy within the framework of directives received, and with the contribution of technical skills that involve knowledge of work technology and the functioning of equipment, functions of coordination and control of the activities of teams or groups, if operating in different complexes.

Profile:

1. *Workers who, in addition to having all the characteristics of level 4, carry out operations on complex systems or equipment with executive autonomy and with the contribution of significant skills*

Examples:

1.1 Technician responsible for system operation;
1.2 Head of operating groups in the fields of environment, cleaning, maintenance and installation, logistics;
1.3 Multi-purpose maintenance worker;
1.4 Pest control, rodent extermination and disinfection workers, including with the aid of chemical spraying equipment in accordance with the relevant legal provisions.

Profile:

2. *White-collar workers performing technical and administrative work characterised by a high degree of operational autonomy*

Examples:

2.1 Accountant and client accountant, budgeter;

2.2 Supervisor;

2.3 Programmer.

Profile:

3. *White-collar workers engaging directly with users, with responsibility for organising and managing specific activities.*

Examples:

3.1 Responsible for ticket sales and access control;

3.2 Responsible for reception, welcoming, accompaniment, caretaking activities.

LEVEL 4

Cat.	Lower-level	Specialised
Qualif.	white-collar workers	blue-collar workers

Job description

This level includes workers who, having qualified knowledge of a specialised type, car- ry out technical-operational activities of a fair complexity, i.e. administrative, commercial, technical activities; workers assigned to (executive) operations and tasks for the imple- mentation of which specific technical knowledge and/or particular technical and practical skills are required, however acquired, also coordinating and supervising activities carried out by other workers.

Profile:

1. *Workers who, independently and having experience with the processes, perform activ- ities of a complex nature in the cleaning and maintenance of environments.*

Examples:

1.1 Laminators, sanders, glazers of wooden floors, lead polishers;

1.2 Team or group leaders who, while working manually themselves, coordinate and supervise the activities of the workers making up the team, group or operational unit;

1.3 Workers in environmental remediation of sites and/or tanks and cisterns;

1.4 Workers engaged in pruning, planting, putting up posts and fences, cutting with power pruning equipment.

Profile:

2. *Workers who, based on equivalent instructions or documents in principle, and being familiar with the processes, run systems with tasks of a complex nature for managing and adjusting parameters.*

Examples:

2.1 Civil and industrial system operators;

2.2 Specialised workers working in spray booths and painting lines in industrial plants.

Profile:

3. Workers performing transport and material handling with complex and heavy equipment.

Examples:

3.1 Drivers of vehicles for which a C or higher driving licence is required;
3.2 Driver of self-propelled vehicles, loaders, cranes, tractor driver with C licence;
3.3 Warehouse worker operating also with the aid of computers.

Profile:

4. *Workers who, based on guidance or equivalent diagrams, carry out fault-finding, high-precision and complex work for the repair, maintenance, adjustment and installa- tion of machines and systems.*

Examples:

4.1 Specialised maintenance, mechanical, plumbing, electrical, construction worker;
4.2 Worker specialised in system installation, welder.

Profile:

5. *Technical and administrative white-collar workers with executive duties requiring specific professional training*

Examples:

5.1 Lower-level accountant;
5.2 Secretary, archivist;
5.3 Computer systems operator with integrated packages.

Profile:

6. *White-collar workers engaging directly with users, with responsibility for organising and managing specific activities. Lower level white-collar workers who, while directly carrying out assigned tasks, are responsible for activities of medium complexity and supervising operators assigned to them.*

Examples:

6.1 Head of sales of products, books and gadgets with multiple workers, within closed and restricted areas;
6.2 Head of ticket sales and access control with coordination and control of multiple workers;
6.3 Head of control activities in libraries, reading rooms, exhibition and museum areas with user support functions;
6.4 Head of reception and visitor accompaniment activities;
6.5 Accompanying of groups of visitors and similar activities involving the knowledge of foreign languages;
6.6 Ticket sales and access control worker, with knowledge of one or more foreign languages where required by the activity.

Profile:

7. *Blue-collar workers in charge of teams and groups of workers engaged in access control and confined areas.*

Examples:

7.1 Head of operators tasked with the control of accesses and admission documents;

7.2 Head of operators tasked with the caretaking of buildings or property.

Profile:

8. *Workers who, independently and with experience with the processes, perform activi- ties of a complex nature in pest control, disinfection, rodent control, weed control, dust removal, sanitisation and maintenance of both indoor and outdoor environments.*
To qualify for level 4 workers must earn an adequate professional qualification by attending a specific training course that can be offered by any training structure, and must in any case include the specifications and the contents prepared by ONBSI, based on the Community Directives and Protocols of the sector.

Example:

8.1 Specialised pest control technicians

LEVEL 3

Cat.	Executive	Qualified
Qualif.	white-collar workers	blue-collar workers

Job description

This level includes qualified workers assigned to operations of an average complexity (administrative, commercial, technical) for the performance of which normal knowledge and adequate technical-practical skills are required, however acquired, also coordinating workers classified in lower or equal levels.

Profile:

1. *Workers who perform cleaning and maintenance in closed and open environments, using complex equipment and machines*

Examples:

1.1 Environmental clean-up workers;

1.2 Facade treatment/cleaning workers;

1.3 Driver of sweepers and/or machines for which a B driving licence is required;

1.4 Finished cleaners (operating with the use of industrial machinery or self-propelled ladders and/or aerial platforms) or multi-purpose cleaners (having experience, flexibility, multiple work areas, use of innovative techniques);

1.5 Those responsible for pruning and treatment of trees, hedges, mowing and plant- ing;

1.6 Qualified workers in spray booths and painting lines;

1.7 Skilled sterilisation workers.

Profile:

2. *Workers who, based on instructions or equivalent documents, carry out system operating activities, performing actions of normal difficulty.*

Examples:

2.1 Civil and industrial system operators involved in basic activities.

Profile:

3. *Workers performing transport and material handling with complex equipment.*

Examples:

3.1 Drivers of motor vehicles and motorbikes under 3500 kg (for which a C or D li- cence is not required);
3.2 Forklift operator for transporting, sorting and arranging materials, bridge crane operator;
3.3 Warehouse assistant;
3.4 Operators carrying out handling with the aid of electronic means.

Profile:

4. *Food service workers*

Profile:

5. *Workers who, based on detailed instructions and/or drawings, also perform maintenance and repairs with a normal difficulty of execution.*

Examples:

5.1 Qualified maintenance mechanical – plumbing – electrical – construction worker;
5.2 Worker qualified as system installer, welder.

Profile:

6. *Workers carrying out activities of a technical or administrative nature requiring special training and office work or corresponding work experience*

Examples:

6.1 Terminal and/or word processing operator;
6.2 Switchboard operator/phone assistance;
6.3 Worker checking accounting documents relating to the control of materials, checking invoices;
6.4 Messenger assigned to simple secretarial tasks;
6.5 Other office tasks.

Profile:

7. *White-collar workers who, while directly carrying out assigned tasks, are responsible for activities of medium complexity and supervising operators assigned to them in mu- seums, archaeological areas, libraries.*

Examples:

7.1 Ticket sales and access control worker, including with the sale of books and gadgets;

7.2 Library room attendant and other museum activities;

7.3 Surveillance and security systems control worker;

7.4 Reception and visitor accompaniment worker.

Profile:

8. Workers with operational functions of control and caretaking and with the coordination of workers in lower levels.

Examples:

8.1 Coordinator of workers controlling access to fairs, exhibitions, theatres, sports facilities, confined areas, buildings;

8.2 Driver accompanying groups in vehicles of limited capacity and without specific limitations, and operating exclusively within archaeological sites, fairs, museums, areas and buildings.

Profile:

9. Workers carrying out pest control, disinfection, rodent control, weed control, dust remov- al, sanitisation and maintenance in both indoor and outdoor environments using complex equipment and operating machines and with ready-to-use products that can be diluted in wateroranothervehicleormixturesofdifferentproducts,accordingtoinstructionsreceived. To qualify for this level workers must earn an adequate professional qualification by attending a specific training course that can be offered by any training structure, and must in any case include the specifications and the contents prepared by ONBSI, based on the Community Directives and Protocols of the sector.

Example:

9.1 Qualified pest control technicians

LEVEL 2

Cat.	Executive	Common
Qualif.	white-collar workers	blue-collar workers

Job description

Workers belonging to this level are those who, with a short period of practice/training, are assigned to operations for the performance of which (simple) practical knowledge is required, including with machines and mechanical means not requiring authorisation.

Workers performing executive tasks requiring general professional training and elementary knowledge of chemicals also belong to this level.

This level also includes, for the first 18 months of actual service, executive white-collar workers performing simple administrative or technical tasks that do not require special training.

Profile:

1. *Workers who perform cleaning and maintenance in environments, including using sim- ple equipment and equipped automatic or semi-automatic machines*

Examples:

1.1 Cleaners who wash with automatic or normal systems, who engage in cleaning, including with the use of polishers and vacuum cleaners, as well as window clean- ing;
1.2 Workers who clean and tidy premises, guest houses and similar;
1.3 Common workers who perform maintenance, mowing, pruning, fertilising and cleaning green areas;
1.4 Driver of small vehicles for which a driving licence is not required;
1.5 Bag transport rotation operators;
1.6 Workers who select and/or separate production residues and/or material from separate collections;
1.7 Common workers who clean operating theatres, emergency rooms, etc.;
1.8 Common workers in spray booths and painting lines;
1.9 Common workers employed in other auxiliary support activities in education, healthcare.

Profile:

2. *Workers who control venues, accesses, delimited areas, equipment with pre-set and/ or prearranged instruments*

Examples:

2.1 Common workers for automatic system control;
2.2 Porter, caretaker, guardian, unarmed surveillance;
2.3 Common receptionists, copy services.

Profile:

3. *Workers who transport, handle and distribute materials, including using simple vehi- cles*

Examples:

3.1 Workers involved in porterage and handling within the contract;
3.2 Common messaging workers;
3.2 Workers who load/unload aircraft and other means of transport in the confined area.

Profile:

4. *Workers performing simple food service activities*

Examples:

4.1 Common workers in cleaning and food services.

Profile:

5. *Workers who, assisting workers of a higher category, perform simple maintenance work*

Examples:

5.1 Common maintenance, mechanical, plumbing, electrical, construction worker;

5.2 Common maintenance and assembly worker.

Profile:

6. *Workers who, following pre-established instructions and procedures, carry out activi- ties with simple executive tasks*

Examples:

6.1 typing/shorthand, including with word processing;
6.2 simple office tasks;
6.3 switchboard.

Profile:

7. *Workers who perform control and caretaking activities of venues, areas, goods and equipment in museums, archaeological sites, fairs, car parks, buildings*

Examples:

7.1 Worker in charge of access control and the verification of related documents;
7.2 Worker in charge of guarding the entrances and rooms of museums, exhibitions, parks, archaeological areas;
7.3 Worker in charge of access control and caretaking in private and public buildings;
7.4 Caretaker of car parks and non-paying parking areas.

Profile:

8. *Workers carrying out pest control, disinfection, rodent control, weed control, dust re- moval, sanitisation and maintenance in both indoor and outdoor environments, also using simple equipment and operating machines and with products that are ready-to- use and/or that can be diluted in water, according to the instructions received.*
To qualify for this level workers must earn an adequate professional qualification by attending a specific training course that can be offered by any training structure, and must in any case include the specifications and the contents prepared by ONBSI, based on the Community Directives and Protocols of the sector.

Example:

8.1 Common pest control technicians.

NOTE FOR WORKERS ENGAGED IN OTHER AUXILIARY ACTIVITIES IN EDUCATION, HEALTHCARE (1.9) OF THIS LEVEL

The parties agree that, as an exception to the job descriptions envisaged for the in- dividual contractual classification levels, common workers employed in auxiliary support activities in the academic and healthcare sector shall be classified at level 2 with param- eter 115.

The salary resulting from the application of the new parameter 115 entails the absorp- tion up to the limit of any similar allowances paid at that company or regional level.

The new minimum standard rates for such workers are as follows:

- Standard salary € 737.71 from July 2021
- Standard salary € 758.81 from July 2022
- Standard salary € 790.46 from July 2023

– Standard salary € 811.57 from July 2024
– Standard salary € 822.12 from July 2025, except as envisaged in Article 73 of the CCNL.

LEVEL 1

Cat. Unskilled
Qualif. blue-collar workers

Job description

Workers belonging to this level are those who perform simple, manual tasks, including with equipment for which no professional knowledge is required but a minimum period of practice is sufficient and that do not require any authorisation.

Level 2 workers in their first job in the sector also belong to this level for the first nine months of effective work.

Examples:
– Guardian
– Unskilled worker not engaged in common cleaning services

NOTE FOR WORKERS IN SPRAY BOOTHS AND PAINTING LINES

Considering that the new classification system envisages the classification of skilled workers at level 3, the parties agree that, as an exception to the new job descriptions envisaged for the individual contractual classification levels, all skilled workers employed in spray booths and painting lines in force as of 1 June 2001 shall be classified at the new level 4, with parameter 125 and with the professional qualification corresponding to the duties actually performed.

Therefore, the new minimum standard rates for such workers are as follows, as per the annexed table:
– Standard salary € 801.85 from July 2021
– Standard salary € 824.79 from July 2022
– Standard salary € 859.19 from July 2023
– Standard salary € 882.13 from July 2024
– Standard salary € 893.59 from July 2025, except as envisaged in Article 73 of the CCNL.

NOTE FOR PEST AND RODENT CONTROL WORKERS - TRAINING AND REFRESHER COURSES

The contracting parties agree that training and refresher courses for personnel in- volved in Pest and Rodent control services should be subject to specific standardisation by the Ministry of Health.

To this end, the parties give the ONBSI a mandate to prepare a project, to be submit- ted to the aforementioned Ministry, based on the provisions of the Directives and Com- munity

Protocols specific to the sector, also in cooperation with universities and public bodies that are competent in the field.

The companies will bear the costs for the training of their own employees who will take part in the courses.

LEVEL	PARAMETER	QUALIFICATION	KEYWORDS
M	220	MANAGER	Italian Law no. 190/1985
7	201	Executive White-collar worker	Specific professional preparation and capacity with the necessary autonomy/discretion/pow- ers of initiative - accountable for results.
6	174	High-level white-collar worker Expert blue-collar worker	Adequate knowledge - experience - power of initiative within the limits of general directives.
5	140	High-level white-collar worker	High-level or activities or mainly such.
		Expert blue-collar worker	Operational autonomy within the framework of directives, knowledge of work technolo- gy/equipment operation, also coordination of groups in different complexes.
4	128	Lower-level white-collar worker Specialised blue-collar worker	Specific knowledge and/or technical-practical skills however acquired, including coordinating teams of other lesser-qualified or equal workers.
3	118	Executive white-collar worker	Normal knowledge and adequate techni- cal-practical skills however acquired, also coor- din. of lower-level workers.
		Qualified blue-collar worker	Multi-purpose worker (experience, flexibility, multiple areas of action, use of innovative tech- niques).
2	109	Executive white-collar worker	First job. Simple administrative or technical tasks requiring no special training. Advance to Level 3 after 18 months of actual work.
		Common blue-collar worker	Activities requiring simple professional knowl- edge, which can also be acquired through a short period of practice/training with simple in- dustrial equipment.
1	100	Unskilled worker	Simple, manual tasks for which no professional knowledge is needed, as well as level 2 work- ers on their first job (nine months).

Article 11 - FIXED-TERM EMPLOYMENT CONTRACT

The stipulating parties recall the Community and national regulations that define that permanent employment contracts are and will continue to be the common form of employment relationships and that state that fixed-term contracts are a characteristic of employment in certain sectors, occupations and activities to meet the needs of both compa- nies and workers.

Hiring with a fixed-term contract takes place in accordance with the regulations in force.

Fixed-term contracts of employment concluded pursuant to Art. 19 of Italian Legis- lative Decree 81/2015 et seq. may have a duration of no more than 12 months without cause.

The contract may last longer, but in no case longer than 24 months, only if there is at least one of the reasons envisaged by law.

The contract may be freely extended during the first 12 months, and thereafter only in the presence of the reasons envisaged by law.

In light of the peculiarities of the sector, in compliance with the contents of Art. 19, paragraph 2, of Italian Legislative Decree 81/2015, the duration of fixed-term employment relationships between the same employer and the same worker as a result of a succession of contracts concluded for the performance of tasks of the same level and legal category and regardless of the break periods between one contract and the next is extended to 36 months.

With regard to the workers referred to in the preceding paragraph, the option of hiring on a fixed-term basis or of extension and/or renewal for a term exceeding 24 months may not be exercised by employers that at the time of hiring have not converted at least 20% of the workers whose fixed-term contract expired in the previous 12 months into a perma- nent employment relationship.

Pursuant to Article 19, paragraph 3, of Italian Legislative Decree no. 81/2015, in addi- tion to the maximum period as defined above, the maximum duration of the further subse- quent fixed-term contract is equal to a period not exceeding six months. The conclusion of this subsequent fixed-term contract shall take place on the premises of the Regional Labour Inspectorate and with the assistance of a trade union representative of the trade unions signing this CCNL the worker is affiliated with and/or mandated.

The parties agree that fixed-term contract workers may not exceed more than 25% of the annual average – referred to the calendar year preceding the hiring – of the number of permanent workers, with the decimal point rounded up if it is equal to or greater than 0.5. For employers with a maximum of five employees, it is always possible to conclude a fixed-term contract of employment.

For certain sectors with particular needs and in implementation of the legislative re- ferral to collective bargaining envisaged in Article 19, paragraph 2, of Italian Legislative Decree no. 81/2015 to seasonal activities, as identified in this article and those envisaged in Italian Presidential Decree 1525/1963, the time and percentage limits referred to in the preceding paragraphs do not apply.

The seasonal nature of pest control and rodent control is recognised.

In cases as identified above, when a fixed-term employment relationship is estab- lished, “seasonality” will be specified in the individual contract as the reason for the fixed term.

The Parties agree that seasonality as defined in the preceding paragraphs is consist- ent with the legal requirements of Italian Legislative Decree 81/2015 for the application of specific regulations.

In application of Art. 23 of Italian Legislative Decree 81/2015 the above percentage limit does not apply to fixed-term contracts stipulated:

a) during the start-up phase of new businesses. The start-up phase of a new business is defined as a period of up to 6 months. Permanent workers from contract changes from other sites cannot be included in this rule. At the local level, fixed-term contracts may be agreed to with the trade unions that are signatories to this CCNL during the start-up phase of a new business exceeding this period;
b) for the performance of seasonal activities, as identified above, and activities as envis- aged by Italian Presidential Decree 1525/1963;
c) for replacement of absent workers;
d) with workers over 50 years of age.

The Parties agree that workers who have worked in the performance of one or more fixed-term contracts with the same employer for a period of more than 12 months have the right of precedence for permanent hires by the employer in the 12 months following the expiry of such contract for the tasks already performed in the previous fixed-term re- lationships. This right, in addition to being referred to in the contract of employment, may be exercised on condition that the worker makes a written request to that effect within six months of the expiry of the contract. For workers hired on a fixed-term contract to carry out seasonal activities, the right of precedence may be exercised provided the worker makes a written request to that effect within 3 months of the expiry of the contract.

Pursuant to Article 24, paragraph 1, of Italian Legislative Decree no. 81/2015, the Parties establish that where possible the right of precedence will be applied within the worksite where such person worked before.

The parties intend to govern the cases for which the time intervals do not apply in the event of re-hiring with a fixed-term contract of the same worker pursuant to Article 21 of Italian Legislative Decree no. 81/2015. The terms of interruption envisaged by law do not apply in the following cases:

a) the hiring of workers employed in the seasonal activities indicated in the preceding paragraphs;
b) replacement of absent workers, when the subsequent hiring is for the replacement of other workers;
c) hiring of workers laid off at another company;
d) hiring of recipients of unemployment benefits;
e) hiring of unemployed workers over 50 years of age.

The hiring of fixed-term workers to replace workers on maternity or parental leave pursuant to Italian Legislative Decree no. 151 of 26 March 2001 may also take place up to three months in advance of the start of the period of abstention, as envisaged in Article 4, second paragraph, of the aforementioned Italian Legislative Decree no. 151/2001.

Fixed-term employment may also be brought forward by up to three months in cases of planned absences from work in order to ensure that the worker who is to be absent can work side by side with their replacement (shadowing). For levels 5-6-7, the shadowing can be extended for up to six months.

The duration of the trial period may not exceed the limits laid down for employment on a permanent basis. In the event of fixed-term employment for the same tasks, there is no new trial period.

In the event of illness and non-occupational injury, job preservation for workers absent under a fixed-term contract is limited to a maximum period equal to one third of the duration of the initial contract, does not extend beyond the expiry of the term affixed to the contract, and in any case may not exceed the duration envisaged for permanent workers. At the request of the competent trade unions or the company union representatives/ unitary union representative bodies, each year the company will provide these with infor- mation on the number, types of activities, geographical location and professional profiles of the fixed-term contracts entered into, information that is useful for monitoring and com- parison that can define tools and procedures for a system of progressive stabilisation of fixed-term contracts.

Hiring under a fixed-term contract is governed by the provisions of this article, in accordance with the regulations in force, and is done according to the same regulations as for hiring on a permanent basis, including the economic treatments envisaged by regional and/or company bargaining.

For the purposes of Article 35 of Italian Law no. 300/1970 (field of application of trade union rights), workers with a fixed-term contract are counted where the contract lasts more than nine months.

For anything else not specifically covered, reference shall be made to the law.

CLARIFICATION FOR THE RECORD

The parties mutually acknowledge that the reasons for a replacement that, pursuant to the law as well as this Article, allow employment under a fixed-term contract include but are not limited to the replacement of absent workers with the right to retain their jobs, workers on leave or leave of absence or absent for holidays.

This clarification, being interpretative in nature, does not affect the legitimacy of fixed-term contracts that have already been signed.

Article 12 - APPRENTICESHIP

For workers hired under an apprenticeship contract as from 19 July 2012, the agree- ment attached to this CCNL shall apply.

Scope of application

Apprenticeship is a specific employment relationship with a mixed cause, aimed at obtaining a qualification through targeted training to acquire basic, cross-cutting and technical-professional skills.

Apprenticeships are permitted for all qualifications and tasks in levels 2 to 7.

Hiring

The professional apprenticeship contract must be drawn up in writing, indicating the work covered by the contract, the trial period, the initial, intermediate (where applicable) and final classification level of the duration, the individual training plan and the qualifica- tion that may be acquired at the end of the employment relationship.

The number of apprentices in force that the employer may employ may not exceed 100% of the skilled and qualified workers, with reference to the individual contract or service.

Age limits

Professional apprenticeship contracts can be concluded with young people between the ages of 18 and 29.

The professional apprenticeship contract may also be concluded with young people who have reached the age of 17 and hold a professional qualification obtained pursuant to Italian Law no. 53 of 28.3.2003.

Trial period

The maximum duration of the trial period for apprentices is 30 days of actual work.

During the trial period there is a mutual right to terminate the contract at any time without notice or compensation in lieu thereof and with entitlement to severance pay and accruals of additional months' salary and holiday pay, provided they have accrued.

Duration

The apprenticeship relationship expires in relation to the qualifications to be obtained according to the following terms.

The maximum duration of the apprenticeship contract is shown in the following table:

Level 2	24 months
Level 3	24 months
Level 4	36 months
Level 5	36 months
Level 6	48 months
Level 7	48 months

In the event of an absence of more than four consecutive weeks, the apprenticeship period will be extended by the duration of the absence.

For workers with a final destination from level 5 to level 7, if they have a diploma relat- ed to the profession to be acquired, the duration will be reduced by 6 months. If they have a university degree related to the profession to be acquired, the duration will be reduced by 12 months.

At the regional level, the parties may provide for longer durations for specific profes- sional and/or operational situations.

Companies agree to retain at least 65% of the workers who have completed their ap- prenticeship contract within the previous 24 months.

For this purpose, workers who have resigned, those who have been dismissed for just cause and those who have refused an offer to remain in service at the end of the appren- ticeship period are not counted.

The above limitation does not apply when only one apprenticeship contract has ex- pired in the previous two years.

Conformity opinion

The employer and the apprentice, with the assistance of the representative organisa-

tions they belong or which they have mandated, may apply to the regional bilateral body for a conformity opinion on the apprenticeship contract.

During regional bargaining the parties may agree in concert with the relevant regional administrations to entrust the system of bilateral bodies with the verification of the compli- ance of the training of apprentices with the training framework related to the qualification to be obtained.

Recognition of previous apprenticeship periods

The period of apprenticeship accrued at other companies shall be counted by the new company, subject to the minimum duration envisaged by current law, for the purpose of completing the period prescribed by this contract, provided that the training relates to the same activities and there is no interruption of more than one year between one period and the next.

In the event of several relationships being combined, the training hours will be proportionate to the remaining apprenticeship period to be completed.

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

The apprenticeship period will be recorded in the training booklet for the purpose of proving the activity done.

If the relationship is terminated, the apprentice will receive a document from the company certifying the apprenticeship periods already completed.

Training

The principles agreed upon in this chapter are aimed at ensuring a uniform application of the rules on training in professional apprenticeships throughout the country.

Without prejudice to the fact that the regulation of the training of professional apprenticeships is left to the Regions in agreement with the Associations of Employers and Labour Providers, and that such regulation is temporarily left to the CCNL, the following is agreed.

The amount of formal training hours will be 120 hours per year, and will be divided into basic, cross-cutting and technical-vocational training.

In this context, basic and cross-cutting training is identified as instruction aimed at learning notions of hygiene, safety and accident prevention at work, knowledge of the rights and duties of the employment relationship, company organisation and the produc- tion cycle, and interpersonal skills. Training on notions of hygiene, safety and accident prevention will be provided at the beginning of the training course.

The training curricula are defined in Annex 9, which forms an integral part of this contract. Where appropriate, the parties reserve the right to amend and expand the curricula at later stages.

The training must be structured and certifiable and must be evidenced by a training booklet where the skills acquired during apprenticeship training are recorded.

Training can take place both on the job and by shadowing.

Formal training may be internal or external to the company. It will have to comply with

regulations and regional guidelines.

When considering the company requirements for the provision of the entire training plan internally within the company, the following will be taken into account: human re-

sources suitable for teaching skills, mentors with appropriate training and expertise, and rooms suited to the training objectives and company size. On this basis, the internal train- ing capacity must be declared by the employer in the contract of employment.

The employer or its delegate will also certify the suitability of the rooms that the company intends to use for the formal training, which – in the case of a multi-site company – may also be located at another company or facility that as a rule is located in the same province.

Training companies may also provide training through their own training facilities to their own apprentices, or in the case of groups of companies, to apprentices of companies in the group.

For the requirements of company mentors, reference is made to the provisions in force.

Economic treatment

A worker hired under a professional apprenticeship contract is classified two levels below the final destination level for the first half of the period and one level lower for the second half.

Apprentices with a final destination of level 2 will be classified at level 1 for the entire period.

The remuneration of apprentices is composed of: standard salary, contingency allow- ance and cost-of-living allowance pursuant to the Inter-confederation Agreement of 31 July 1992.

Regulatory treatment

For all matters not specifically covered by this Article, during the apprenticeship peri- od the apprentice shall be entitled to the same regulatory treatment as envisaged in this CCNL for workers having the classification for which they are completing the apprentice- ship.

Part-time employment is permitted for apprentices, with working hours of no less than 50% of full-time.

Illness

The provisions of Italian Law no. 296/2006, Article 1, paragraph 773, apply.

STATEMENT FOR THE RECORD

The parties agree to meet within three months of the entry into force of provisions on apprenticeships for the fulfilment of the right to education and training and apprentice- ships for the acquisition of a diploma or for advanced training.

The Parties agree that, insofar as they are compatible, the provisions set out in this Article apply to young people aged between 16 and 18 years within the meaning of Italian Law no. 196/1997.

Apprenticeship contracts concluded under the rules in force before the entry into force of Italian Legislative Decree no. 276/2003 continue to be governed by those rules until their natural expiry.

Article 13 - INTEGRATION CONTRACTS (REPEALED)

Article 14 - WORKSHARING (REPEALED)

Article 15 - STAFF LEASING

Fixed-term staff leasing contracts are permitted in implementation of the applicable legal provisions.

The user company informs the unitary union representative bodies/company union representatives ahead of time, or, failing that, the regional trade unions belonging to the trade union associations which signed the CCNL, of the number of workers hired under the staff leasing contract and the reasons for using it.

If there are justified reasons of urgency and necessity, the aforementioned communication will be made within five days following the conclusion of the labour lease contract.

For the purposes of calculating the percentage referred to in Article 16, part-time leased workers are counted in proportion to their working hours.

Any fraction of a unit resulting from the above percentage shall be rounded up to the next whole unit.

In cases where the above percentages give a number of less than 10, it remains pos- sible to enter into up to 10 contracts.

Article 16 - FIXED-TERM STAFF LEASING CONTRACTS AND FIXED-TERM CON- TRACTS - PERCENTAGES OF USE

The parties agree that without prejudice to current provisions of the law, staff leasing contracts and fixed-term contracts may be entered into up to a maximum total of 35% on an annual average, referring to the calendar year preceding hiring, in relation to the total number of employees on permanent contracts, with a maximum of 15% for staff leasing. For the purposes of calculating the above percentages, workers with part-time con- tracts are counted in proportion to their relative working hours, and the decimal point is rounded up if it is equal to or greater than 0.5.

In the case of a new company, for the first 12 months of business the above percent- age limit is calculated on the number of permanent workers in force at the time the con- tract covered by this article is concluded.

Up to 10 employees, the ratio is one to one.

From 11 to 20 employees, a maximum of ten contracts may be concluded.

The above ratios are to be understood, limited to the aforementioned provisions, with reference to the individual job contract.

Article 17 - CHANGES IN DUTIES AND LEVELS

The worker must be assigned to carry out the duties for which they were hired or those corresponding to the next higher level they subsequently acquired or duties correspond- ing to the last ones actually performed, without any reduction in pay.

A worker who is called upon to temporarily perform duties at a higher level is entitled to the remuneration corresponding to the activity performed for the duration of the assign- ment.

Unless the performance of duties at a higher level took place in order to replace anoth- er worker who was absent with the right to retain their post, the change to the new level becomes effective for all purposes two months after the performance of the higher duties.

CLARIFICATION FOR THE RECORD

The parties acknowledge that for cases of advancement to a higher level occurring before 31 May 1982, the rules of the previous contracts concerning the determination of seniority pay shall apply.

Article 18 - REMUNERATION

Remuneration will be paid at the end of each month, specifying the other constituent elements payable monthly.

Remuneration may be paid by bank cheque and/or credited to a bank account, in accordance with the regulations in force.

If the company delays the payment of wages for more than fifteen days, interest at the rate of 2% above the official discount rate shall automatically be charged from the due date referred to in the first paragraph. Furthermore, the worker shall have the right to terminate the employment relationship with the right to payment of severance and the indemnity in lieu of notice.

In the event of a dispute over the standard salary and the other constituent elements of remuneration, the worker shall in the meantime be paid the undisputed part of the re- muneration.

The standard salary is defined as the amount specified in the table in this Contract. Basic pay is defined as the sum of the standard salary and the contingency allowance.

Global monthly remuneration is understood to be the amount resulting from the sum of the base pay and any productivity or individual allowance, as well as any other remu- neration however named, paid on an ongoing basis, excluding any sum not considered remuneration (reimbursement of expenses, etc.).

STATEMENT FOR THE RECORD

The parties confirm that the deadline for payment of salaries is, as per the first para- graph of this article, each end of the month.

Any variation of this term must be the subject of specific discussion and trade union agreement at the company level.

This without prejudice to unchallenged company customs and practices in force on 31 May 2011.

Article 19 - DETERMINATION OF THE ECONOMIC REMUNERATION

The monthly remuneration and treatment related to contractual provisions of an eco- nomic

nature are the consideration for a 40-hour working week.

For the purpose of determining the hourly wage, the monthly divisor is 173.

The determination of the daily wage is obtained by dividing the monthly wage by 22 in the case of a 5-day week and by 26 in the case of a 6-day week.

Article 20 - THIRTEENTH MONTH

The company will pay a thirteenth month's salary equal to the total monthly salary received by the worker by 20 December.

In the event of commencement or termination of employment during the year, a work- er who is not in the trial period shall be entitled to as many twelfths of the amount of the thirteenth month's pay as the number of months worked in the company in the relevant period.

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

Article 21 - FOURTEENTH MONTH

The company will pay a 14th month's salary equal to a total monthly salary by 15 July.
The reference period is from 1 July to 30 June.

In the event of commencement or termination of employment during the year, a work- er who is not in the trial period shall be entitled to as many twelfths of the amount of the fourteenth month's pay as the number of months worked in the company in the relevant period.

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

Article 22 - BIENNIAL INCREASES FOR WHITE-COLLAR WORKERS AND FLAT- RATE SECTORAL SENIORITY ALLOWANCES FOR BLUE-COLLAR WORKERS

BIENNIAL INCREASES FOR WHITE-COLLAR WORKERS

For each two-year period of work with the same company, white-collar workers shall be entitled to an increase of 6.25% calculated on the standard salary of the level they belong to in force at the time the increase is accrued and on the contingency allowance as of 1.8.83 (€ 279.60).

The white-collar worker has the right to accrue a maximum of 8 two-year increases, up to 50% of the standard salary of the last level and the contingency allowance as of 1.8.83. These periodic increases cannot be absorbed by previous or subsequent merit al- lowances, nor can merit increases be absorbed by periodic increases granted or to be granted.

Periodic increases start on the first day of the month immediately following the month in which the two-year period is completed.

In the case of a change of level, the employee keeps the amount in figures of the in- creases accrued in the original level.

The fraction of the two-year period past at the time of this transition is useful for the purposes of accruing the next periodic increase.

The periodic increases referred to in this Article absorb increases already granted for the

same reason.

For white-collar workers already in force as at 31/05/2011, the EDAR benefit referred to in the CCNL of 19/12/2007 will be maintained as a personal benefit and will be ab- sorbed when the first increase is reached following the signing of this CCNL.

FLAT-RATE SECTORAL SENIORITY ALLOWANCES FOR BLUE-COLLAR WORKERS

In consideration of the specificity of the sector characterised by contracts of a pre-determined duration, workers will be granted a flat-rate sectoral seniority allowance paid in the fixed amounts set forth in the table annexed to this CCNL. This flat-rate sectoral seniority allowance is established as a single fixed amount, with no further increases, as envisaged in Article 22 of the CCNL of 25 May 2001 and previous CCNLs.

The value corresponding to the flat-rate sectoral seniority allowance shall be kept separate from the standard salary and shall be taken into account for the purposes of overtime, holidays, 13th month, 14th month, indemnity in lieu of notice, severance pay, sickness and injury.

The flat-rate sectoral seniority allowance will not be paid for the first four years in the sector.

Starting from the fifth year, without interruption of employment in the sector, without prejudice to contract changes, it shall be paid according to the amounts envisaged in the table annexed to this CCNL.

At the worker's request, the company will issue a certificate attesting to the employ- ee's length of service with the company.

For workers already in force who as at 31/05/2011, did not receive the flat-rate sec- toral seniority allowance, the EDAR benefit referred to in the CCNL of 19 December 2007 will be maintained as a personal benefit and will be absorbed when reaching four years of seniority in the sector, as envisaged in this article.

Article 23 - REPROPORTIONING OF THE REMUNERATION

In cases of absence due to illness and injury or unpaid absence, no daily pay is due, except as envisaged in Article 51.

ARTICLE 24 - MISCELLANEOUS ALLOWANCES

MEANS OF TRANSPORT ALLOWANCE

The company shall pay the worker who uses their own vehicle for work a monthly al-lowance to be agreed to by the relevant regional trade union organisations.

DIFFICULT WORKING CONDITIONS ALLOWANCE

A special allowance in the amount of 15% of the standard wage shall be paid for each day during which workers must clean using a lifting beam or bridge or overhead ladder or so-called sectional ladders.

HIGH MOUNTAIN ALLOWANCE

For workers sent to work outside their normal place of work in high mountain loca- tions,

the company shall pay an equitable allowance to be agreed to by the respective competent regional trade union organisations.

ALLOWANCE FOR DISTANCE FROM INHABITED AREAS

If the location of the company's premises is more than 3 km from the perimeter of the nearest inhabited centre, in the absence of public means of transport the company that does not provide transport itself must pay an allowance to be agreed to by the respective competent regional trade union organisations.

ALLOWANCE FOR HANDLING MONEY

A worker who normally handles money with charges for errors will be paid an allow- ance of 3% of the standard category salary. Interest from any security deposit shall accrue to the benefit of the employee.

Personnel normally in charge of collecting bills, invoices, notes, etc. in excess of €4.65 shall be paid an allowance at the rate of 5% of their basic salary.

SLAG AND BLAST FURNACE DUST REMOVAL ALLOWANCE

Workers cleaning slag and dust from blast furnaces will receive an allowance of €0.05 per hour of work from the company.

INDUSTRIAL PRODUCTION DEPARTMENT CLEANING ALLOWANCE

For workers engaged in cleaning only industrial work areas, the company will pay an allowance of €0.036 per hour of work.

The latter two allowances must also be considered when calculating the indemnity in lieu of notice, severance pay, holidays and the 13th and 14th months' pay.

CLARIFICATION FOR THE RECORD

The parties acknowledge that the expression "cleaning only industrial work areas" re- fers exclusively to the work done in those parts of the facilities where the actual industrial activity takes place.

The allowance is therefore not due to personnel who, while working inside industrial facilities, are assigned to clean areas or rooms where no production operations are carried out, such as internal and external courtyards, restrooms, offices, etc.

REIMBURSEMENT OF TRAVEL EXPENSES

A worker who is ordered for work or in connection therewith to travel from one place of work to another shall be entitled to reimbursement of expenses incurred, if such travel is not by means of transport provided 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 per hour worked in specific controlled areas (nuclear reactors in operation - radio treatment - elements, radioisotopes).

This allowance is also to be considered when calculating holidays, seniority, 13th and

14th months' pay and indemnity in lieu of notice.

UNDERGROUND WORK ALLOWANCE

Workers performing work in tunnels, canals, galleries, unventilated underground spac- es will be paid an allowance of € 0.03 per hour of work, which cannot be combined with other similar allowances.

CLARIFICATION FOR THE RECORD

In view of the special technical characteristics that do not recur in similar activities, for work carried out in metro stations in premises that are below street level (stations, passageways, 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 work in the metro stations or along the lines of the metro but carry out their activities outdoors or under a canopy.

AIRPORT ALLOWANCE

At the provincial level, the stipulating parties may agree on a daily allowance for work- ers who work exclusively at the airport, the amount of which shall absorb any other allow- ances already paid for any reason up to the amount of the allowance.

Article 25 - STAFF LODGING

Personnel who are asked by the company to remain available on the company's prem- ises will be granted lodging free of charge.

Article 26 - WORK CLOTHES AND UNIFORM

Working clothes

The companies will provide 2 overalls or 2 shirts and 2 trousers or 2 equivalent gar- ments each year free of charge for all workers.

The company shall agree at the company level with the unitary union representative body, or, if not yet established, with the company union representatives, on the possible provision of additional clothing in relation to the degree of risk to the health and safety of the worker for the work required.

The company will provide raincoats with appropriate headgear for those workers who are forced to work in the rain.

Workers are obliged to maintain the clothing entrusted to them in good repair, and to wear the clothing provided to them while on duty.

Uniform

If the activity performed requires the provision of a uniform, which is indispensable for the performance of the work, this will be provided by the company in line with wear and tear and in any case every two years.

In the event of termination of employment the worker must return the uniform, other-

wise its cost will be charged to the worker.

The current occupational safety regulations apply.

Article 27 - TRAVEL

The company may send the worker away from their usual workplace for work needs. In such cases, the worker retains the pay for their place of work and will be entitled to:

a) reimbursement of actual travel expenses corresponding to normal means of transport;
b) reimbursement of the costs of board and/or lodging when the duration of the trip requires the worker to deal with such expenses;
c) reimbursement of other out-of-pocket expenses necessary for the trip.

The same treatment applies to a worker called as a witness in civil and criminal cases for work-related reasons.

Article 28 - COMPANY MOBILITY

Measures to permanently change the usual workplace(s) within the municipality may only be taken for technical, organisational and production reasons and must be commu- nicated to the worker concerned and at the same time to the unitary union representative body, or, if not yet constituted, to the company union representatives.

Article 29 - TRANSFERS

A worker may not be transferred from one place of work to another except for justified technical, organisational and production reasons.

The transferred worker retains the remuneration previously enjoyed, with the excep- tion of those allowances and skills which are related to local conditions and particular services at the original workplace and which do not apply in the new destination.

A worker who does not accept the transfer shall be entitled to severance pay and notice, except in the case of level 6 and 7 workers if at the time of hiring the right of the company to arrange for the transfer of the worker was expressly agreed to or this right results from the de facto situation of workers currently employed, in which case the worker who does not accept the transfer shall be considered to have resigned.

A worker who is transferred will be reimbursed for travel and transport costs for them- self, family members and family effects (furniture, luggage, etc.).

The methods and terms must be agreed to in advance with the company.

The allowance is also payable at the rate of 1/3 of the monthly global salary to a single worker without cohabiting dependants, and at the rate of 2/3 of the monthly global salary, plus 1/15 thereof for each dependent family member who moves with them, to a worker with a family.

If as a result of the transfer the worker has to pay compensation for early termination of a rental contract, duly registered or reported to the employer prior to the notification of the

transfer, they will be entitled to reimbursement of this compensation up to a maximum of four months' rent.

The transfer measure must be communicated to the worker in writing with one month's notice.

A worker who requests a transfer is not entitled to the above allowances.

Article 30 - WORKING HOURS

For the duration of the working hours reference is made to the law and the relevant exceptions and waivers.

The contractual working time is 40 hours per week, subject to the provisions of Arti- cles 32 and 33 below.

According to Article 4, paragraph 4, of Italian Legislative Decree no. 66/2003, the av- erage weekly working time, including overtime, is calculated with respect to a period not exceeding six months.

This period may be increased up to 12 months by second-level agreements according to needs related to changes in the intensity of work as well as to technical, production and sectoral organisational requirements.

With regard to the multi-period schedule referred to in Article 31 of the CCNL, the ref- erence period is in any case 12 months.

The work is spread over five consecutive working days.

The 2 days of rest must include Sundays, except in the case of work in the public utility sector and those of continuous operations.

As an exception to the above, for technical or production or organisational needs, without prejudice to Sunday rest, the other day of rest may be taken during the week.

The implementation of the above and the scheduling of rest periods will take place after discussion between the parties and will be brought to the attention of the workers concerned at least 15 days in advance or in any case well in advance.

With the company union representatives, or with the unitary union representative body, assisted by the regional trade union organisations, a distribution over 6 days may be agreed to based on company needs.

In the case of work on the sixth day, hourly global remuneration will be paid for the hours worked with a 25% surcharge, calculated on base pay. As from the entry into force of this CCNL, in the second-level agreements signed pursuant to Article 3 of this CCNL the stipulating parties may agree not to apply this increase if the work on the sixth day is established in implementation of a structural increase of the individual contractual working hours agreed to by the parties that is higher than the contractual minimum referred to in Article 33 of this CCNL. This will cease to apply in the event of a subsequent reduction in the agreed working hours.

The daily distribution of working hours may be divided into no more than two fractions. According to Article 7 of Italian Legislative Decree no. 66/2003, the 11-hour daily rest pe- riod must be taken consecutively, except for activities characterised by two fractions of work during the day. In any case, a daily rest period of at least eight consecutive hours will be guaranteed. What is agreed in this paragraph is established in implementation of Article 17, paragraph 4, of Italian Legislative Decree no. 66/2003.

Without prejudice to the situations in force, with effect from 2 May 1980 it is no longer possible to agree to a third daily shift pursuant to Article 22, paragraph 8 of the CCNL of 13

December 1977.

Hours worked in excess of 40 hours per week will be compensated with a 25% sur- charge calculated on base pay.

The percentage increases referred to in paragraphs 11 and 14 (work on the sixth day

of the week and extended working hours) are not cumulative (in the sense that the higher excludes the lower) and are also not cumulative with the increases envisaged in Article 38 below (overtime, night work, work on holidays).

Working hours are counted from the time set in advance by the company for the start of work.

If the worker, having arrived at the time set in advance for the beginning of the day's work, is not put to work or is required to work for less than the time scheduled in advance, they shall be entitled to the remuneration they would have received if they had worked as planned.

During the day and during off-peak hours, the worker is entitled to at least one hour's unpaid break to eat a meal.

When scheduling work or rest shifts of personnel with the same qualifications, the company shall ensure that, consistent with the company's needs, they are coordinated in such a way that Sundays and night hours are equally distributed among the personnel, guaranteeing each 24 hours of uninterrupted rest per week in addition to their daily rest.

Working hours and shifts must be arranged by the company so that the personnel are aware of them in good time.

In the case of shift work, the staff of the shift being terminated may not leave work until they have been replaced by the personnel of the next shift, within a two-hour limit.

Time spent at the company's disposal waiting to work – for travelling from one place of work to another even when they are the usual workplaces, and for any inactivity during working hours due to company needs – is included in the actual working hours as work and remunerated as such.

Travel expenses incurred by the worker in the course of their daily work – including those arising from travelling from one place of work to another, even if they are included in their regular workplaces – are reimbursed by the company. Travel expenses that the worker incurs to reach their place of work, to start their daily work, and to return home are excluded from reimbursement.

The time the worker takes to move from one place to another between the beginning and the end of work shall be considered to be work for all purposes.

Article 31 - MULTI-PERIOD WORKING HOURS FOR FULL-TIME WORKERS AND HOUR BANK

In order to meet needs related to changes in the intensity of work, working hours may also be averaged over the year with a maximum of 45 hours per week and 10 hours per day and a minimum of 35 hours per week.

Deviations from the programme and the reasons for them will be brought to the attention of the unitary union representative body and, if not yet constituted, the company union representatives.

In such cases, work in excess of normal working hours, both daily and weekly, will not give rise to extra hour/overtime compensation up to the amount of the hours to be compensated.

Within the framework of the aforementioned flexibilities, the workers concerned will

receive the remuneration related to their normal contractual working hours both in periods of extra and reduced hours.

Each worker may place the hours worked in excess of the 45th hour in an "individual

hour bank", which, at the request of the person concerned, will be recovered in the form of compensatory rest, without prejudice to the relevant increases which will be paid with the salary pertaining to the month following the month in which such work was done.

In order to implement the accumulation of hours, the worker must declare in advance, by January of each year, in writing, their willingness to recover the hours held in the bank. In this case, the time off referred to in the preceding paragraph may be taken within six months following the month in which the work was performed, provided that the person concerned requests it with at least five days' notice, that no more than 3% of personnel is absent for the same reason at the same time, and that no objective and proven business needs relating to the infungibility of the tasks performed preclude it at that time.

If the notice period is not observed, the requested hours of rest will be granted based on company needs.

If exceptionally and due to technical and production requirements it is impossible to recover the accumulated hours with compensatory rest within 12 months, the corre- sponding amount will be paid to the worker concerned based on the hourly wage in force on that date.

It is understood that in the event of a change of job contract, any unused compensa- tory rest hours will be paid.

With regard to the organisation of working hours on a multi-period basis for cleaning services in industrial plants, any existing better conditions shall not be affected.

Should the need arise within the company to activate the institution of the Hour Bank for needs other than those identified above, the company shall meet with the unitary union representative body and, where not yet constituted, the company union representatives together with the trade unions stipulating this CCNL, or with the trade unions stipulating this CCNL, to define specific company agreements in this regard. In any case, such agree- ments shall be established in full compliance with the purposes and contents set forth in this Article. Any use by part-time workers of the hour bank as defined by the agreements referred to in this paragraph must be by explicit voluntary participation.

Article 32 - WORKING HOURS OF DISCONTINUOUS WORKERS FOR THE MANAGEMENT OF FAIR SERVICES AND CARETAKING AND CONTROL OF AREAS AND BUILDINGS (Agreement of 3 December 2003)

Full-time and permanent workers not having continuity in their professional work in the performance of their duties are to be considered discontinuous.

However, for such duties and for those of simple waiting or caretaking, reference is made to the subsequent job description and to the provisions of Royal Decree no. 692/1923 and subsequent amendments and additions.

The aforementioned tasks identified in this article, without prejudice to the provisions of Article 1, paragraph 3 of this CCNL, are limited as follows:

1. day and night caretakers or guards at vehicle entrances;
2. caretakers or guards working at trade fair, museum and other building entrances;
3. personnel of firefighting services;
4. personnel responsible for loading and unloading for internal services;

5. personnel responsible for the monitoring of systems and areas.

If through the performance of several discontinuous tasks the intermediate down

times determining the condition of a discontinuous task are cancelled, the working hours of the personnel assigned shall be subject to the rule laid down in Article 30, paragraph 2, of this CCNL. 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 bonus applies from the 46th hour per week.

The signatories to this agreement, together with the unitary union representative body or, where it is not constituted, the company union representatives, shall meet at a regional level for a discussion aimed at verifying the implementation of the rules contained in this article. In the event of failure to reach an agreement, the higher levels shall take action in accordance with the provisions of this CCNL.

Article 33 - PART-TIME EMPLOYMENT CONTRACT

Part-time work means employment on a reduced schedule compared to the hours established by this CCNL and may be performed with the types, opportunities for use and methods of employment set out below:

- horizontal, when the reduction of working hours with respect to full-time is envisaged in relation to normal daily working hours;
- vertical, when the work is scheduled to be carried out full-time, but limited to predetermined periods during the week, month or year;
- mixed, when the work is done according to a combination of the above-mentioned methods, alternating full-time days or periods with days or periods of reduced or no work.

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

a) will of the parties;
b) reversibility of part-time to full-time work in relation to the needs of the company and when compatible with the tasks performed and/or to be performed, subject to the will of the parties;
c) applicability of the provisions of this CCNL insofar as they are compatible with the nature of the relationship;
d) possibility of modifying the structural articulation of the contractual hours upon agreement by the parties.

Part-time personnel may be hired under the specific types of contracts set out in this CCNL and in inter-confederation agreements.

The establishment of the part-time relationship will be determined between the em- ployer and the worker and must be set out in writing, specifying the following:

- the duties, the distribution of working hours with respect to the day, week, month and year, the duration of the reduced working hours, any elastic clauses;
- the trial period for new employees.

Subject to technical and organisational requirements, the company will consider ac-

cepting requests for the transformation of employment relationships to part-time. The parties agree that in this context, companies will tend to give priority to requests to con- vert the employment relationship from full-time to part-time due to serious and proven

health problems of the requesting party or by the proven need for continuous care of parents, spouse or cohabiting children or other cohabiting family members with no alter- native means of providing care, who are seriously ill or disabled, or who are undergoing therapeutic and rehabilitation programmes for drug addicts, or to care for children up to eight years of age, or for certified participation in training programmes and/or courses.

If the employment relationship is converted from full-time to part-time, the change may also be of a predetermined duration, which as a rule will be no less than 6 months and no more than 24 months. The relevant communication to the person concerned will be provided as soon as possible and in any case within 30 days of the request. In this case, it is permitted to hire staff with a fixed-term contract, or to offer temporary increases in working hours for part-time staff who have requested it, to supplement the normal dai- ly, weekly, monthly or annual working hours as long as the person concerned is working part-time.

The parties to a part-time contract of employment may agree on elastic clauses relat- ing to the variation of the working hours, and for vertical or mixed part-time relationships clauses relating to the increase of the duration of working hours may also be established. The worker's consent to the elastic clauses must be in writing even after the establishment of the employment relationship.

The employer’s exercise of the power to vary the location of work or increase its dura- tion shall entail a notice period for the worker of no less than 48 hours.

For hours worked beyond the hours agreed to in the establishment of the part-time relationship, under an elastic clause (formerly a flexible clause) the worker is entitled to an increase of 10% of the de facto global hourly wage.

For the additional working hours required under elastic clauses beyond the agreed working hours, the worker shall be entitled to the provisions of paragraph 14 of this Article increased by a further 1.5%.

In the event of serious personal reasons or proven technical, organisational and pro-duction reasons of the company, the elastic clause may be temporarily suspended.

The written act of admission to the elastic clauses must provide for the worker's right to terminate the agreement during the course of the part-time employment relationship in the following cases:

- proven initiation of other employment;
- health protection needs, certified by the national health service;
- needs related to maternity and paternity;
- personal needs linked to serious family reasons as referred to in Italian Law no. 53/2000;
- serious or oncological pathologies affecting the spouse, cohabiting partner within the meaning of Italian Law 76/2016, children, parents;
- cohabiting child not older than 13 years of age;
- disabled cohabiting child;
- student worker.

Such written notification must be provided with at least 30 days' notice, except in prov- en cases of necessity and urgency related to the health of the worker or family member.

As a result of the termination referred to in the preceding paragraph, the employer's right to vary the hours of the work initially agreed to, or to increase them in application of the elastic clauses, shall cease to apply.

The employer may in turn terminate the agreement by giving at least one month's notice.

If the worker refuses to sign the elastic clauses, this does not constitute a justified ground for dismissal or disciplinary measures.

A change in the schedule of the work does not entitle the worker to the compensation referred to in para. 9 in cases where such a change is requested by the worker concerned due to their needs or choice.

Extra hours is work performed beyond the working hours agreed to by the parties in the individual contract and within the full-time limit.

In view of the specific technical, organisational and production needs of the sector, extra hours are permitted up to the full-time daily and/or weekly working hours referred to in Article 30 of this collective contract.

If the worker refuses to work overtime, this does not constitute a justified ground for dismissal or disciplinary measures.

Extra hours are remunerated as ordinary hours, increased pursuant to Article 6, para- graph 2 of Italian Legislative Decree 81/2015 by the percentage of overtime on all indirect and deferred remuneration items, including severance pay, determined by agreement and on a lump-sum basis by the parties in the amount of 28%, calculated on base pay and paid the month following the work done. The definition of the above is consistent with the provisions of Article 6 of Italian Legislative Decree 81/2015.

For the vertical part-time employment relationship, overtime, i.e. hours worked in ex- cess of the normal daily working hours assigned, are governed by the conditions and quantities of the contractual provisions for full-time workers set out in Article 38 of this CCNL.

Every year, by the end of March, the company management shall provide the unitary union representative body or, if it has not been formed, the company union representatives or, if they have not been designated, the regional trade union representative bodies, with a final report indicating the number of part-time company contracts in the previous year, any transformations from full-time to part-time and vice versa, the professional positions covered by part-time contracts, the presence or absence of flexible clauses and the use of extra hours and the reasons for it.

At the written request of the unitary union representative body/company union rep- resentatives and/or the trade union organisations, following receipt of the notice and in any case within the month of April, the Company Management must initiate, as soon as possible and in any case no later than 20 days from receipt of the aforesaid request, a joint examination aimed at assessing the conditions for consolidating the extra hours linked to structural work requirements, thus net of the hours worked to make up for absent workers with the right to maintain their jobs.

The minimum weekly working hours may not be less than 14 hours. For vertical and mixed part-time, this value should be proportioned based on a total of 60 hours per month and 600 hours per year. The working day may not be less than two hours.

If it is not possible to achieve said minimums in a single workplace, the parties ac- knowledge that compliance is possible only if the worker is willing to work on several contracts where the company has such contracts in the same area and there are no tech- nical, production and organisational impediments arising from the criteria and methods for carrying

out the services.

The economic and regulatory treatment of workers hired on a part-time basis is deter-

mined based on the rule of reproportioning the contractually agreed hours with respect to the contractual treatment of full-time workers.

Part-time workers are counted in proportion to their contractual hours.

If a worker with a part-time relationship works in 2 job contracts in order to reach the minimum weekly workload, the regulations set out in Article 30, paragraph 21, do not apply insofar as they relate to moving from one job to another. However, the situations in force at individual companies remain unchanged.

Workers interested in working different or longer hours shall inform the company, which in the case of new hires of full-time permanent staff will give priority consideration to this, subject to production and organisational requirements.

On a quarterly basis the company will inform the company union representatives and/ or unitary union representative body of the requests received and of any planned full-time hirings or increases in working hours.

This without prejudice to any more favourable conditions enjoyed by workers in force at the date of the signing of this CCNL.

For all matters not governed by this article, the current provisions of the law shall apply.

STATEMENT FOR THE RECORD

With regard to compliance with the minimum weekly, monthly and annual working hours for part-time workers, the parties reconfirm the provisions of paragraphs 24 and 25 of Article 33 above. Consequently, part-time contracts stipulated with working hours of less than 14 hours per week (60 monthly and 600 annual) do not in themselves constitute non-compliance and/or breach of this CCNL pursuant to the laws in force.

Article 34 - INTERRUPTIONS AND SUSPENSIONS OF WORK

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

1) for the hours lost but spent at the company's disposal, global remuneration will be paid with the right for the company to assign the workers to other work;
2) for the hours lost for which the workers are not kept at the company's disposal, as they were not given notice in good time in relation to the foreseeability of the event 70% of the standard salary will be paid for the first day of suspension;
3) for the hours lost for which the workers were given timely notice, no pay shall be due.

In cases of total or partial contraction of work for the causes envisaged by the laws in force on social security, the company may apply to the redundancy fund in accordance with the procedures established by the above-mentioned rules.

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

Article 35 - ABSENCES, LEAVE, MARRIAGE LEAVE

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

Absences must be justified within the following 2 days, except in cases of proven impediment.

Unexcused absences may be sanctioned pursuant to Articles 47, 48 and 49 of this CCNL.

LEAVE

A worker who so requests may be granted short leave for justified reasons, with the option of not paying the corresponding salary.

A worker will be granted one day's paid leave for the birth of a child.

A worker suffering a family bereavement due to the death of a parent, child, sibling or spouse will be granted paid leave of 3 days if the death occurred in the city where they work or in that province, and 5 days, 3 of which paid, if the death occurred outside the province.

If the death occurs during working hours, the worker shall be granted immediate leave from work with the right to full daily pay, in addition to the provisions of the preceding paragraph.

Such leave does not count towards the annual holiday period.

For anything not covered by this article, Italian Law no. 53 of 8 March 2000 shall apply.

MARRIAGE LEAVE

A worker who gets married will be granted a leave of 15 working days, with withhold- ing of any sums paid for that period by the National Social Security Institute.

For new employees hired on or after 1 June 2001, the leave is equal to 15 calendar days. This leave does not count towards the annual holiday period.

LEAVE PURSUANT TO ITALIAN LAW no. 104 of 5 February 1992

Provided that the disabled person is not hospitalised full-time, a worker who assists a severely disabled person, spouse, relative or relative-in-law within the second degree, or within the third degree if the parents or spouse of the severely disabled person have reached the age of 65 or are also suffering from disabling diseases or are dead or missing, is entitled to three days' paid monthly leave covered by contributions, even continuously. This right may not be granted to more than one worker for the care of the same severely disabled person.

In the case of care for the same severely disabled child, the right is granted to both parents, including adoptive and foster parents, who may alternate use of the benefit.

In order to reconcile the right to the monthly leave referred to in the preceding paragraphs with the normal organisational and technical and productive needs of the compa- ny, the worker entitled to monthly leave shall notify the employer in writing of the schedule for their intended use on a quarterly basis if possible, or in any event at least monthly, in order to ensure that the worker's right is reconciled with the company's organisational needs.

For demonstrated reasons, the worker may change the date communicated by giving the employer at least two working days' written notice, except in cases of sudden serious urgency.

Within the month in question, where there are justified technical, organisational or production needs that it communicates to the worker, the employer may defer the use of leave within such month. However, this does not apply to situations in which the worker's reasons are proven to be absolutely imperative and urgent.

Where possible, the worker grantee of the leave referred to in the preceding para- graphs is entitled to choose the place of work closest to the domicile of the person to be cared for and may not be transferred to another workplace without their consent.

In cases of an excessive concentration of eligible workers in the same job contract such as to hinder its proper management and normal operation, the company and trade union representatives will meet at the company level in order to evaluate any possible alternative solution.

Without prejudice to the verification of any prerequisites for ascertaining disciplinary liability pursuant to Articles 46 et seq. of this CCNL, the worker grantee of the permits re- ferred to in the preceding paragraphs shall forfeit their rights pursuant to this Article if the employer or INPS ascertains that the conditions required for the legitimate enjoyment of those rights do not exist or are no longer met.

Article 36 - RIGHT TO STUDY

Given the changed regulatory framework on vocational and continuing education, workers hired on a permanent basis and not in a trial period who, in order to improve their education and preparation and their professional skills and knowledge also with respect to the company's business, enrol and attend regular courses of study in primary schools of education, secondary or vocational schools, whether state-run, officially or legally rec- ognised and in any case qualified to issue legal qualifications, have the right to take paid leave from a three-year total number of hours made available to all employees according to the provisions detailed in the following paragraphs.

The parties agree to monitor the proper application of the right envisaged in this Article. The hours of leave to be used over the three-year period can also be used in a single year.

At the beginning of each three-year period, the number of hours available to workers for the exercise of the right to study will be determined by multiplying 10 hours per year by three and by the total number of employees employed in the company or production unit on that date, subject to subsequent adjustments in relation to changes in the number of employees.

Workers who may be absent from the company or the production unit at the same time to exercise their right to study shall not exceed 2% of the total workforce. In any case, production operations in each department must be guaranteed by agreement with the company trade union representatives, or with the unitary union representative body.

Paid leave may be requested for a maximum of 150 hours per person per three-year period, which may also be used in a single year, provided that the course in which the worker concerned intends to participate is held for double the number of hours requested as paid leave. To this end, the worker concerned must submit a written application to the company by the terms and in the manner to be agreed at the company level. These terms will normally not be shorter than a quarter.

If the number of applicants exceeds 1/3 of the three-year total number of hours and determines the occurrence of situations conflicting with the conditions set forth in para- graph 5, the Management and the company trade union representatives, or the unitary

union representative body, shall establish the objective criteria for identifying who shall be granted leave, taking into account the requests expressed by workers concerning at- tendance at the courses, without prejudice to the provisions of paragraph 4 such as age, length of employment, characteristics of the courses of study, etc.

Those who meet the necessary requirements and where the objective conditions set out in the preceding paragraphs are met, will be admitted to the courses.

Workers must provide the company with a certificate of enrolment in the course and subsequently with certificates of attendance indicating the relevant hours.

Any divergences concerning compliance with the conditions specified in this article will be the subject of joint examination between Management and the company trade un- ion representatives, or the unitary union representative body.

During course attendance, the companies will pay monthly advances that can be off- set against the hours of leave taken, it being understood that the prerequisite for the pay- ment of these hours, within the limits and under the conditions set out in paragraph 4, is regular attendance of the entire course.

Article 37 - LEAVE FOR STUDENT WORKERS

Workers who are students enrolled in and attending regular courses of study at pri- mary, secondary and vocational training schools, whether state-run or officially or legally recognised, or in any case authorised to issue legal qualifications, are entitled to paid leave at the rate of:

- 2 days for each university examination;
- 5 days for a primary school leaving certificate;
- 8 days for a middle school diploma;
- 10 days for a high school diploma.

Article 38 - OVERTIME, NIGHT AND HOLIDAY WORK

If special work needs so require, the employee must work beyond the normal work- ing hours both during the day and at night unless there is a justified individual reason for inability to do so.

The company may not request an extension of working hours and overtime work in excess of 150 hours per year.

Overtime work is considered as work ordered by the company and performed beyond the normal working hours referred to in Article 30, and gives rise to compensation, without prejudice to the provisions of Article 31.

Overtime should be paid in hourly portions of the monthly global remuneration. Overtime work and work performed on public holidays and at night must be compen-
sated at the following rates:

1) overtime on a weekday	25%
2) overtime at night	50%
3) overtime on a holiday or weekend	65%
4) overtime at night on a holiday or weekend	75%

5) work performed on days considered as holidays	50%
6) night work, including in rotating shifts	20%
7) night work, not included in rotating shifts	30%

The above percentages will be calculated on the hourly rate of basic pay at the time they are paid.

The aforementioned percentage increases are not cumulative, in the sense that the higher values absorb lower values.

For the purposes of the above, night work is defined as work between 10 pm and 6 am.

In the case of continuous night work alone, the relevant increase must be calculated for the following contractual items:

a) holidays;
b) festivities;
c) 13th month;
d) 14th month;
e) employee severance indemnity;
f) indemnity in lieu of notice;
g) illness and injury.

For white-collar workers, any better conditions remain in place.

Article 39 - NIGHT WORK

For pay purposes only, night work is considered to be work between 10 pm and 6 am. "Night work" for legal purposes is considered to be work that is actually performed between 10 pm and 5 am in relation to the case formulated in Article 1, paragraph 2, letter d) of Italian Legislative Decree no. 66/2003.

For legal purposes, a worker is considered to be a "night worker" if:

– during their daily schedule at least three hours of their working hours normally fall within the period between 10 pm and 5 am. Temporary addition to a night schedule as specified herein is considered an "exceptional assignment" and therefore does not lead to the classification as a "night worker";
– with regard to their total annual working hours, they normally work at least three hours during the period between 10 pm and 5 am for a minimum of 80 working days per year, to be re-proportioned for vertical and mixed part-time work pursuant to Article 1, paragraph 2, letter e) of Italian Legislative Decree no. 66/2003.

Night work is not considered such within the meaning of Italian Legislative Decree no. 66/2003 but does entitle the worker to the increases envisaged by the CCNL in force if performed in connection with the following exceptional cases:

a) holiday caused by sudden resignation of an employee;
b) need for replacement caused by short-term absence of staff due to illness, injury and/ or force majeure;
c) the need to replace personnel for short periods (holidays, paid and unpaid leave of any kind);
d) for the execution of urgent and exceptional works of a short duration.

Night work is given absolute priority to workers who request it, taking into account the

organisational needs of the company.

Pursuant to Article 13, paragraph 1, of Italian Legislative Decree no. 66/2003, in the event of the adoption of a multi-week schedule, the period on which to calculate the limit

of 8 hours in a 24-hour period in the absence of a specific rule at the company level is defined as an average on a quarterly basis.

Pursuant to Article 15 of Italian Legislative Decree no. 66/2003, which guarantees the transfer from night work to day work, it is provided that in the event of unfitness for night work sanctioned by the company physician and in the absence of solutions within the same level, the worker may be transferred to duties at a lower level in order to facilitate solutions aimed at protecting employment.

For the purposes of the provisions of Article 13, paragraph 2, of Italian Legislative De- cree no. 66/2003, the provisions of the previous CCNL remain in place.

The introduction of night work is preceded by consultation with the unitary union rep- resentative bodies, or, if they have not been constituted, the company union representa- tives, or, if they have not been constituted, the regional trade unions. The consultation is carried out and concluded within ten days of the employer's notification.

Article 40 - WEEKLY REST

The weekly rest period must normally fall on a Sunday, subject to statutory exceptions.

For workers allowed to work on Sundays with compensatory rest on another day of the week, Sunday will be considered a working day while the day set aside for compensa- tory rest will be considered a holiday for all purposes.

If due to work requirements the day of compensatory rest has to be moved to another day of the week, not envisaged in the work schedule predetermined at least 6 days in advance – provided that such a move does not lead to exceeding the limit of 6 days of uninterrupted work – the worker shall be entitled to an allowance equal to 7% of the base pay of a working day.

For workers who work over five working days, the second day of rest is considered to be the weekly rest day.

With regard to the provisions of Article 9 of Italian Legislative Decree no. 66/2003, every seven days the worker is entitled to a rest period of at least 24 consecutive hours, normally coinciding with Sunday, to be summed with the daily rest hours referred to in Article 30, paragraph 9, of this CCNL.

This consecutive rest period is calculated as an average over a period not exceeding 14 days.

Any work done on rest days shall be paid the rate of holiday overtime.

Within the framework of the system of industrial relations set forth in this CCNL, in- formation shall be provided to the stipulating regional trade union organisations on the possible use of this provision.

Article 41 - PUBLIC HOLIDAYS

The following are to be considered public holidays:

a) all Sundays, or the days of compensatory rest referred to in Art. 40 (weekly rest); in the case of a short week, the 2nd day of rest is considered a holiday;
b) the public holidays of 25 April, 1 May and 2 June, as laid down by current law, without

prejudice to any replacements or additions that may be made as a result of general provisions;

c) the following holidays:

1) New Year's Day (1 January);
2) Epiphany (6 January);
3) Easter (varies);
4) Easter Monday (varies);
5) Assumption (15 August);
6) All Saints' Day (1 November);
7) Immaculate Conception (8 December);
8) Christmas (25 December);
9) Boxing Day (26 December);
10) Patron Saint's Day of the city where the worker works (for the municipality of Rome, Saints Peter and Paul, 29 June).

In those places where the patron saint's day coincides with other holidays under let- ters b) and c), the regional associations shall establish a holiday in lieu of the patron saint's day, so that the number of holidays under letters b) and c) remains unchanged.

If the holidays referred to in letters b) and c) fall on a weekly rest day (Art. 40), an amount equal to the daily portions of the elements of the monthly global remuneration payable shall be due in addition to the normal remuneration.

ABOLISHED HOLIDAYS ITALIAN LAW no. 54 of 5 March 1977.

As regards the civil holiday (4 November) whose celebration takes place on the first Sunday in November, the employee will benefit from the treatment provided for holidays coinciding with Sundays, it being understood that no additional remuneration is due in the case of work performed on the calendar day of 4 November.

If the company arranges to work on the four religious holidays that have been abol- ished, the worker who works on these days is not entitled to any additional remuneration over and above the normal monthly salary and will instead be granted compensatory leave with pay for as many days worked on said religious holidays.

The above leave cannot be combined with the holiday period and shall be granted in accordance with work needs, bearing in mind the worker's leave, and must be used with- in the year in which it is granted. If the worker does not use the above-mentioned leave within the above-mentioned terms, they shall be entitled to as many daily quotas of the monthly global remuneration as the number of days worked on former religious holidays.

If the four religious holidays fall in the holiday period, a corresponding extension of the holiday period will be made.

If the four religious holidays coincide with the weekly rest period referred to in Article 40, the worker shall not be granted compensatory leave, but shall benefit from the treat- ment provided for in paragraph 3 of this Article.

The treatment of all holidays not worked referred to in this Article is included in the monthly salary.

If social security institutions pay a holiday allowance under this Article to workers absent due to illness, accident, pregnancy or childbirth, the company shall only pay the difference between such sum and the full holiday remuneration.

STATEMENT FOR THE RECORD

For workers of companies operating in the municipality of Rome, if, in addition to the

day of Saints Peter and Paul an additional day off is given for the patron saint's day, the number of leaves referred to in paragraphs 5, 6 and 7 of this Article shall be reduced to 3.

Article 42 - HOLIDAYS

A worker who has been with the company for 12 months is entitled to a period of paid holiday each year:

- equal to 22 working days in the case of weekly work spread over 5 days (short week);
- equal to 26 days in the case of weekly work spread over 6 days.

In the event of dismissal for any reason or resignation, the worker, if they have accrued the right to a full holiday, will be entitled to compensation for the holiday.

If the worker has not accrued the right to a full holiday, they shall be entitled to as many twelfths of the holiday as there are full months of time in the company.

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

A worker who at the time of the holiday has not yet accrued the right to the entire holiday period because they have not yet had at least 12 consecutive months of work in the company shall be entitled to 1/12 of the holiday for each month of work.

In the case of a collective holiday, a worker who has not accrued the right to a full holiday shall be entitled to take as many twelfths as the number of months of time in the company.

In the event of national or midweek holidays falling during the holiday period, this period will be extended by the number of such holidays.

The notice period cannot be considered a holiday period.

The period for taking holidays will be determined based on the needs of the work, by mutual agreement between the parties, at the same time by department, stage or individually.

However, the company will ensure that the worker has two weeks' holiday in each calendar year (1 January - 31 December) in the period from 1 June to 30 September.

The rule in the preceding paragraph does not apply to pest and rodent control com- panies.

Payment for the holiday period must be made in advance.

Given the hygienic and social purpose of holidays, no express or tacit waiver of them nor their replacement with compensation of any kind is allowed. A worker who despite being allocated holidays does not take them of their own free shall not entitled to any compensation or recovery in subsequent years.

This without prejudice to any more favourable terms.

With effect from 1 January 1986, working hours are reduced by 40 hours per year, normally through the recognition of corresponding rest days or in a manner to be defined by the company, taking into account technical, production and organisational requirements.

These reductions absorb any reductions granted at the company level.

Article 43 - MILITARY AND CIVIL SERVICE

Military service (call-up or call to arms) does not terminate the employment relation- ship and the time spent in service for the purposes of seniority pay only – except for work- ers in their trial period – is deemed to have been spent working in the company.

Upon completion of the military service, the worker must report to the company within

30 days to resume work. If they do not report within that period, they will be considered to have resigned.

The above unless otherwise provided by special laws more favourable to the worker.

The rules set out in this Article also apply to workers doing civil service, in accordance with the relevant laws in force.

Article 44 - WITHDRAWAL OF THE DRIVING LICENCE

A driver whose licence to drive a motor vehicle is withdrawn by the Authority for reasons not entailing summary dismissal shall be entitled to keep their job for a period of six months without receiving any pay.

During this period the driver may be assigned to other tasks, in which case they will receive the pay of the level corresponding to the duties carried out.

In companies employing more than 20 people, in addition to the above-mentioned job preservation, the company must assign the driver to any other work, paying them the remuneration appropriate to the level of the tasks assigned.

Should the withdrawal of the licence extend beyond the aforementioned term or should the driver not agree to do the work assigned by the company, the employment relationship shall be terminated.

In this case, the driver will be paid the severance pay referred to in Article 55 according to the salary received at the level the employee belonged to before the withdrawal of the licence.

Article 45 - DUTIES OF THE WORKER

The worker must:

- perform the task entrusted to them with the utmost diligence, assuming personal responsibility for it and complying with the directives issued by the company by means of service orders or special instructions;
- observe working hours;
- behave in a proper and polite manner towards superiors, co-workers, employees and the public;
- take the utmost care of all devices, objects, premises and personal equipment belong- ing to the company, being liable, without prejudice to any greater liability for damage caused by their ascertained fault, by means of deductions from their salary after writ- ten notification of the relevant charge;
- comply with the hierarchical order of the company in relations pertaining to the work;
- scrupulously observe all legal regulations on injury prevention that the company will bring to their attention, as well as all special provisions issued by the company in this regard;
- have appropriate documentation proving the lawfulness of the employment provided by the company.

Article 46 - DISCIPLINARY PROVISIONS

Depending on the seriousness of the infraction, failure by the worker to comply with the provisions of this contract may result in the application of the following measures:

a) verbal reprimand;
b) written reprimand;
c) fine not exceeding three hours' pay calculated on the minimum standard wage;
d) suspension from work and pay up to a maximum of three days;
e) dismissal for misconduct pursuant to Article 48.

The employer may not take any disciplinary action against the worker without first notifying them of the charge and hearing their defence.

Except in the case of a verbal warning, the objection must be made in writing and disciplinary measures may not be taken until five days have elapsed, during which the worker may present their justifications.

If no action is taken within 15 working days of such justifications, they shall be deemed to have been accepted.

The worker may also present their justifications verbally, with the possible assistance of a representative of the trade union association they belong to, or a member of the uni- tary union representative body.

If within 5 days of the dispute the worker formally declares that they intend to avail themself of the assistance of a trade union representative, any meeting between the work- er and the trade union representative with the company must be held within the peremp- tory term of 30 days from the dispute, in the province or municipality where the relevant job contract (which the worker is assigned to) is located, after which the justifications may only be submitted in writing, within the following 3 days.

This term lapses if the meeting cannot be held for reasons attributable to the employer.
The adoption of the measure must be justified and communicated in writing.

The disciplinary measures referred to above in points b), c) and d) may be challenged by the worker before the trade union, in accordance with the contractual rules on disputes. The dismissal for misconduct referred to in points A) and B) of Article 48 may be chal- lenged according to the procedures envisaged in Article 7 of Italian Law no. 604/1966, confirmed by Article 18 of Italian Law no. 300/1970.

The disciplinary measures will not be taken into account for any purpose two years after their adoption.

Article 47 - WRITTEN REPRIMANDS, FINES AND SUSPENSIONS

A worker may be subject to the measures of written reprimand, fine or suspension for:

a) failing to report for work or leaving the workplace without justification, or failing to justify an absence by the day following that on which the absence began, except in the case of a justified impediment;
b) unjustifiably delaying the commencement of work or suspending it, or anticipating its cessation;
c) minor insubordination towards superiors;
d) performing the assigned work negligently or with deliberate slowness;
e) damaging the company's or the customer's material due to carelessness or negli- gence;
f) being found in a state of manifest drunkenness during working hours;

g) performing work pertaining to the company outside the company for third parties;
h) contravening the ban on smoking, where such a ban exists and is indicated by appro-

priate signage;

i) in any other way violating compliance with this contract or behaving in a manner that is detrimental to the discipline, morals, hygiene and safety of the job contract.

A reprimand will be issued for minor offences; a fine and suspension for major infractions.

The amount of fines that do not constitute compensation for damages shall be paid to existing company social security and welfare institutions, or failing that to the mutual illness fund.

Article 48 - DISMISSAL

A) Dismissal with notice.

This measure shall apply to a worker who commits breaches of discipline and dili- gence at work which, WHILE more serious than the infractions referred to in Article 47, are not so serious as to render applicable the sanction referred to in letter B) of this Article.

By way of illustration, these infractions include:

a) insubordination with respect to superiors;
b) damage to the company's or customer's materials due to negligence;
c) fighting in the workplace;
d) abandonment of the workplace by personnel specifically entrusted with supervisory, caretaking or control duties, other than in the cases envisaged in point e) of letter B) below;
e) unjustified absences lasting more than four consecutive days or repeated absences three times in a year on the day following a public or personal holiday;
f) sentence of imprisonment imposed on the worker by a final judgement for an act committed subsequent to employment but not in connection with the work that harms the moral character of the worker;
g) recidivism in any of the offences referred to in Article 47, when two suspension meas- ures referred to in Article 47 have been imposed, without prejudice to the provisions of the last paragraph of Article 46.

B) Dismissal without notice.

This measure is imposed on a worker who causes serious moral or material damage to the company, or who performs actions that constitute an offence under the law while doing their job.

By way of illustration, these infractions include:

a) serious insubordination with respect to superiors;
b) theft in the company or on the customer's premises;
c) theft of objects or documents belonging to the company or the customer;
d) wilful damage to the company's or customer's materials;
e) abandoning the workplace in such a way as to jeopardise the safety of persons or facilities, or in any case taking actions that lead to a similar result;
f) smoking where this may cause harm to the safety of persons or facilities;

g) performing work in the company on one's own account or on behalf of third parties that is not of a minor nature and/or using company materials;
h) fighting in production areas.

C) Dismissal without notice and with withholding.

This measure is imposed on a worker who, without justification, fails to report to work for 10 continuous days from the last day of attendance, making themself unavailable.

In such a case of dismissal without notice, as a penalty the employer shall retain a sum equal to the indemnity in lieu of notice due for the dismissal.

Article 49 - NON-DISCIPLINARY CAUTIONARY SUSPENSION

In the event of dismissal for offences referred to in point B) of Article 48, the company may order the non-disciplinary precautionary suspension of the worker with immediate effect, for a maximum period of 6 days.

The employer will inform the worker in writing of the facts relevant to the measure and will examine any arguments to the contrary. If dismissal is applied, it will take effect from the time of the ordered suspension.

Article 50 - PROTECTION OF DRUG ADDICTS

Consistent with work needs, the company will grant the worker who so requests a sin- gle period of unpaid leave to assist dependent family members undergoing rehabilitation therapies provided by the National Health Service or specialised facilities recognised by the competent institutions.

Similarly, consistent with work needs, the company will grant the worker with a drug addiction who so requests a single period of unpaid leave for the documented need of rehabilitation therapies provided by the National Health Service or specialised facilities recognised by the competent institutions.

The leave referred to in the preceding point may not exceed the limits for job retention in the event of illness established in the contract, without prejudice to the suspension of the employment relationship for all contractual and legal purposes.

If the cycle of rehabilitation therapy is not completed within the aforementioned terms, based on adequate documentation and consistent with technical and production require- ments, the company will assess the possibility of further extending the period of unpaid leave.

Article 51 - TREATMENT OF ILLNESS AND INJURY

Except in the case of a justified impediment, absence due to illness must be reported before the start of working hours on the day on which the absence occurs, to the company representatives designated for this purpose and made known by the company manage- ment.

Any continuation of the state of unfitness for duty must be communicated to the com- pany within the normal working hours of the day preceding the day on which the worker should have resumed duty, and must be certified in the manner set out in the following paragraphs.

As of 13 September 2011, employers will have to 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 worker's obligation to promptly notify the

employer of absence due to illness in accordance with the two preceding paragraphs.

The worker will provide the company with the number of the certificate sent electronically by the doctor.

This without prejudice to the relevant provisions of laws and agreements at the in- ter-confederation level.

The right to job retention ceases if the worker reaches a total of 12 months of absence within a period of 36 consecutive months, even with multiple separate periods of illness. For the purposes of the above calculation, periods of sick leave occurring within the last 36 consecutive months preceding the last day of sick leave in question shall be summed. The provision in the preceding paragraph also applies if the 36 consecutive months have been achieved through several consecutive employment relationships in the sector. For this purpose, upon termination of employment the employer must issue a decla- ration of liability stating the number of days of illness compensated in previous periods of employment up to a maximum of three years.

Once the job retention limits have been exceeded, the company, at the worker's re- quest, will grant a leave of absence of no more than four months during which the em- ployment relationship remains suspended for all purposes without pay or any contractual benefit.

This period of leave may only be requested once in the course of employment with the same company.

Once the above limits have expired, if the company dismisses the worker it must pay the severance pay and the indemnity in lieu of notice and anything else that may have accrued.

If the worker is unable to return to work after the above terms, they may terminate their contract of employment with the right only to severance pay. If this does not occur and the company does not dismiss the worker, the relationship remains suspended, except for the accrual of seniority.

For cases of tuberculosis – without prejudice to the provisions of this article – refer- ence is made to the applicable legal provisions.

For sickness and injury treatment, the general rules apply.

Without prejudice to the provisions of Article 5 of Italian Law no. 300 of 20.5.1970 concerning the monitoring of absences due to illness, the parties agree as follows:

- the absent worker is required to be at home available for inspection visits during the hours envisaged by the regulations in force, namely from 10 am to 12 noon and from 5 pm to 7 pm;
- this without prejudice to any documented need to be absent from home for specialist examinations, services and checks, of which the worker shall inform the company in advance.

In the absence of such communications or in the event of a delay beyond the above-mentioned hours, unless there are justified reasons, the absence shall be consid- ered unjustified.

Any change of address during the period of non-occupational illness or injury must be communicated to the company without delay.

At the end of the illness or injury, the worker must report immediately to their usual place of work.

A worker who is absent for control visits during the predetermined time slots forfeits the

right to the supplement from the company for the same period for which INPS will not pay the sickness allowance.

The performance of other work, even free of charge, during one's absence constitutes a serious breach of contract.

If the worker has prevented the timely assessment of the state of illness without a jus- tified medical reason, the worker is obliged to return to the company immediately.

Otherwise the absence will be considered unjustified.

It is understood that the aforesaid regulations will be adjusted in relation to any subse- quent legal provisions issued with respect to this subject.

SICKNESS AND INJURY PAY FOR WHITE-COLLAR WORKERS

In the event of interruption of work due to injury or illness that is not caused by gross negligence on the part of the employee, the following treatment shall be accorded to any white-collar worker who is not in the trial period:

– payment, in addition to INPS benefits, of the full wage (salary and contingency) for 5 months, and half wage for the other 7 months. The same rights apply to the white-col- lar worker during the notice period and until the end of the notice period. The treat- ment stipulated above shall cease if over the course of several periods of sick leave the worker reaches the maximum limit laid down for sick leave in this Article during 36 consecutive months.

SICKNESS AND INJURY PAY FOR BLUE-COLLAR WORKERS

For absences due to illness the blue-collar worker will be paid:

a) starting from the first working day of absence and up to the 180th day, a supplement to the INPS allowance up to 100% of net global remuneration (Art. 18, last paragraph);
b) from the 181st day to the 270th day 50% of global remuneration.

In the case of work-related injuries that are indemnifiable by INAIL, the worker shall be paid 100% of the global remuneration from the 2nd day until clinical recovery.

1ST NOTE FOR THE RECORD

In cases of supervening inability to perform due to the worker's physical unfitness, the company will assess the possibility, in relation to its own technical, productive and organisational requirements, of assigning the worker to other tasks that are better suited to their physical condition.

2ND NOTE FOR THE RECORD

The parties shall assign a Joint Committee consisting of 6 members (3 representing the trade unions and 3 representing the employers' organisations), to be set up by Sep- tember 2021 within the National Bilateral Body (ONBSI), the task of monitoring the phe- nomenon of micro-absences due to illness.

The Joint Committee is entrusted with the task of defining an agreement with INPS, the costs of which will be borne by the ONBSI, to acquire data on the phenomenon of absences due to illness in the companies in the sector that apply this CCNL.

In the first application phase, data for the two-year period 2022-2023 will be taken into

account, while, for subsequent years, under the agreement with INPS, data on micro-absences due to illness will be considered on an annual basis.

Based on the data provided by INPS, each year the Joint Committee will submit a special report to the parties stipulating this CCNL, which will form the basis for the com- parison – that will be concluded for the first time by 2024 – of the actual magnitude of the morbidity phenomenon, with particular attention to "brief" illnesses. In this regard, the Committee will have to acquire the data on the incidence of so-called "brief" illnesses in relation to the total number of days of absence due to illness, and also examine it with respect to environmental, organisational and working conditions.

If the data provided by INPS show a particularly significant incidence of so-called "brief" illnesses (such as, for example, a value of more than 25%) in relation to the total number of days of absence due to illness, the Committee has the task of submitting a proposal to the parties to this CCNL aimed at curbing the phenomenon, which hereby agree to initiate a reform of the discipline referred to in this article at the time of the next contractual renewal.

Article 52 - MATERNITY AND PARENTAL LEAVE

As regards maternity and parental leave, reference is made to the relevant legal provisions in force (Italian Legislative Decree no. 151 of 26 March 2001, as amended and supplemented - Consolidation Act of legislative provisions on maternity and paternity protection and support).

For white-collar female workers, the following treatment applies where more favoura- ble than what is envisaged by law:

– payment of full pay for the first 4 months of absence and the amount envisaged in the preceding paragraph in the following month, minus the amount received by the worker by way of indemnity from the social security institution, as envisaged by law.

During the maternity leave period, illness takes precedence over the leave only in the case of serious illness of the mother pursuant to Article 22 of Italian Legislative Decree no. 151 of 26 March 2001 and INPS Circular no. 68/1992.

Article 52-bis - LEAVE FOR FEMALE VICTIMS OF GENDER-BASED VIOLENCE

Female workers involved in protective measures relating to gender-based violence pursuant to and for the purposes of Art. 24 of Italian Legislative Decree 80/2015 and subsequent amendments and additions that are duly certified by the social services of the municipality of residence or by anti-violence centres or shelters have the right to abstain from work for reasons related to the protective measures for a maximum period of 90 working days, as envisaged by the aforementioned law.

For the purposes of exercising the right referred to in this Article, the female worker, ex- cept in cases of objective impossibility, is required to give the employer at least seven days' notice, indicating the beginning and end of the period of leave, and to produce the certifi- cation attesting to her involvement in the measures referred to in the preceding paragraph. The period

of leave referred to in paragraph 1 shall be taken into account for the purposes of length of service for all purposes, as well as for the accrual of holidays, 13th month, 14th month and severance pay.

During the period of leave, subject to the provisions of paragraph 3 the worker is en- titled to receive an allowance corresponding to her last salary and the period is covered by notional contributions. The allowance is paid in advance by the employer and set off against the contributions due to INPS, in accordance with the procedures laid down for the payment of maternity benefits.

The leave may be taken on an hourly or daily basis over a three-year period, the worker may choose between daily and hourly use, it being understood that hourly use is allowed to the extent of half the average daily working hours of the month immediately preceding the month in which the leave commences.

If the conditions set out in Article 24, paragraph 1, of the aforementioned legislative decree are met and at the worker's request, the leave referred to in paragraph 1 will be extended for a further 90 days with the right to payment of an allowance equal to 70% of the current salary.

The worker is entitled to the transformation of the employment relationship from full-time to part-time, vertical or horizontal. At the worker's request, the part-time employment relationship must be changed back to full-time.

The worker involved in the protective measures referred to in paragraph 1 may apply for a transfer to another job contract, even located in another municipality. Within 7 days of the aforementioned communication, having verified the availability of jobs under other contracts, the company commits to transfer the worker.

At the end of the protective measures, the worker can ask to be exempted from diffi- cult shifts for a period of one year.

Article 53 - IMMIGRANT WORKERS

In order to facilitate the reunification of foreign workers with families in non-EU countries, consistent with technical and organisational requirements, the companies will ac- cept the justified requests of individual workers to take continuous periods of absence from work through the use of holidays and paid leave envisaged by this CCNL, also by summing hours accrued beyond the year in question.

The parties agree on the use of the right to study hours referred to in Article 36 of the CCNL for literacy courses for non-EU workers, without prejudice to the total number of hours referred to in the same provision.

Article 54 - SUPPLEMENTARY PENSIONS

The stipulating parties agree on the desirability of favouring the provision of supplementary pensions to workers in the sector, and to this end they agree to seek the most suitable solutions for this purpose by setting up a defined contribution and individual non-profit capitalisation scheme with the exclusive purpose of providing supplementary pension benefits pursuant to Italian Legislative Decree 252/2005 as amended and sup- plemented.

Workers who are not in their trial period, who are employed on a permanent basis or with

mixed contracts and whose employment relationship is governed by this CCNL may join.

Workers employed under a fixed-term contract who over the calendar year (1 January

to 31 December) accumulate periods of work of not less than six months, will be able to join once this period has been completed. The parties reserve the right to determine the conditions and procedures for maintaining these workers' positions within the framework of their respective statutory/regulatory provisions.

The worker's participation will be voluntary, or through the mechanism of tacit con- sent, in accordance with Article 8, paragraph 7, of Italian Legislative Decree no. 252/2005.

Contributions within the limits of tax deductibility under the relevant law will consist of:

a) 1%, to be borne by the Company, calculated on the minimum standard wage and contingency allowance as at 1/1/2001 (as per annexed table);
b) 1%, to be borne by the worker, calculated on the minimum standard wage and contingency allowance as at 1/1/2001;
c) the severance pay accrued during the year by the workers concerned in accordance with the laws in force.

The worker may opt to pay an additional contribution at their sole expense in the amount and according to the criteria established by the Articles of Association and Rules of the respective funds referred to in paragraph 9 of this Article.

The aforementioned contributions, including the amounts deducted from the sever- ance pay, shall be withheld at the time of payment of each month's salary for twelve months and shall be paid in accordance with the terms and procedures to be set forth in the aforementioned establishment agreement.

Contributions to be paid by companies will only be due for participating workers, without giving rise to replacement or alternative treatment in cases where the worker is not registered.

In order to avoid the dispersion of workers in the various existing funds and to achieve the widest possible dissemination of supplementary pensions in the sector while ensuring uniformity of treatment among all potential workers participating in them, the stipulating parties agree that the Pension Funds that the companies will be required to pay contribu- tions to based on the amounts set forth in this Article will be, also for the purposes of the provisions of Article 8, paragraph 7, letter b) of Italian Legislative Decree 252/2005, only the following:

– PREVIAMBIENTE, for workers of ANIP member companies as envisaged in the agreement of 8 June 2007 (Annex no. 18 to this CCNL);
– FONDAPI, for workers of CONFAPI member companies as envisaged in the agree- ment of 23 February 2005 (Annex no. 19 to this CCNL);
– COOPERATIVE SOCIAL SECURITY, for workers of cooperatives in the sector envis- aged in the additional protocol of 16 February 2007 (annex no. 17 to this CCNL).

If a company or a cooperative does not join any of the employers' associations sub- scribing to this CCNL, workers have the right to enrol in one of the above-mentioned Funds.

As far as the employer's share of the supplementary pension is concerned, it will be due all the same in the case of the hiring of workers already enrolled in one of the funds listed above following a change of job contract.

The quota will also be recognised in the event of the hiring of a worker enrolled in another closed fund of the sector, provided that the agreements relating to that other fund

provide for reciprocity with respect to workers enrolled in one of the funds listed above.

Article 55 - EMPLOYEE SEVERANCE INDEMNITY

Without prejudice to the provisions of Italian Legislative Decree no. 252/2005 and Ar- ticle 54 of this CCNL, in the event of termination of employment the worker is entitled to severance pay pursuant to Italian Law no. 297 of 29 May 1982.

The items listed below are useful elements for determining severance pay.

1) standard salary;
2) contingency allowance;
3) flat-rate sectoral seniority allowance for blue-collar workers and biennial increases for white-collar workers;
4) any merit and/or productivity increases;
5) 13th month;
6) 14th month;
7) allowances that are not occasional in nature;
8) supplementary agreements.

For the seniority allowance accrued up to 31 May 1982 by blue-collar workers, see the note in the report referred to in Article 56 of the CCNL of 25 May 2001.

Article 56 - INDEMNITY IN THE EVENT OF DEATH

In the event of the worker's death, the allowances set forth in Articles 55 and 57 shall be paid to the beneficiaries in accordance with the provisions of the law minus any sums received by them via social security payments made by the company.

The distribution of the indemnities, if there is no agreement between the beneficiaries, shall be made according to the rules of legitimate succession.

Any agreement prior to the death of the employee concerning the allocation and dis- tribution of benefits is null and void.

RECOMMENDATION FOR THE RECORD

In the event of the worker's death, for employment relationships lasting less than five years the employer will consider the opportunity to supplement the severance pay due at the end of the contract in the event of the survival of the deceased worker's spouse or minor dependant children living with the deceased worker and in conditions of particular need.

Article 57 - NOTICE

An employment relationship with a permanent contract cannot be terminated by either party without notice, the terms of which are set out as follows:

WHITE-COLLAR WORKERS

a) for white-collar workers who, having completed the trial period, have not exceeded five years of service:
   - 2 months and 15 days for level 7 white-collar workers and Managers;

- 1 month and 15 days for level 6 white-collar workers;
- 1 month for level 5 to level 2 white-collar workers;

b) for white-collar workers who have exceeded 5 years of service but less than 10:
- 3 months and 15 days for level 7 white-collar workers and Managers;
- 2 months for level 6 white-collar workers;
- 1 month and 15 days for level 5 to level 2 white-collar workers;

c) for white-collar workers who have exceeded 10 years of service:
- 4 months and 15 days for level 7 white-collar workers and Managers;
- 2 month and 15 days for level 6 white-collar workers;
- 2 months for level 5 to level 2 white-collar workers.

BLUE-COLLAR WORKERS

15 calendar days for workers of any level, regardless of their time in the company. The notice periods referred to in this Article are reduced to 50% for white-collar workers and 7 calendar days for blue-collar workers if it is the worker who gives notice.

The notice periods run from the middle and end of each month.

The party terminating the relationship without observing the aforementioned notice periods shall pay the other party an indemnity equal to the amount of the global remuneration for the period without notice.

The employer is entitled to deduct from what is owed an amount corresponding to the remuneration for any notice period not given by the worker.

The notice period, even if it is replaced by the corresponding indemnity, is included in seniority for the purposes of calculating severance pay.

The party receiving notice under paragraph 1 may opt to terminate the relationship, either at the beginning or during the notice period, without any obligation to pay compen- sation for the unfulfilled notice period.

During the notice period, the employer will grant the worker leave to seek new employment. The distribution and duration of the leave will be determined by the employer based on the company's needs.

Both dismissal and resignation will be communicated in writing, in accordance with the applicable legal provisions.

Article 58 - TRANSFER, TRANSFORMATION, BANKRUPTCY AND TERMINATION OF THE COMPANY

In the event of the transfer or transformation of the company in any way, the employment relationship shall not be terminated and the personnel employed therein shall retain all their rights vis-à-vis the new owner unless all claims and rights have been duly settled by the transferring company.

In the cases referred to in the first paragraph, white-collar workers shall have the option of

requesting the payment of the seniority allowance and of starting a new employ- ment relationship.

In the event of the company's bankruptcy followed by the worker's dismissal, or in the event of the company's termination, the worker will be entitled to the allowance in lieu of

notice and severance pay as in the case of dismissal.

Article 59 - TRADE UNION RELATIONS

The unitary union representative body, or, where not yet established, the company union representatives, are entrusted with the tasks of contract management as well as those expressly envisaged in the individual provisions of this contract and by current law.

Following are the responsibilities of the unitary union representative body, or, where not yet constituted, the company union representatives:

a) engage with company management to ensure exact compliance with social legislation and occupational health and safety regulations;
b) engage with the company management for the exact application of labour contracts and company agreements.
   The company will talk with the unitary union representative body, or, if not yet established, with the company union representatives.
c) without prejudice to the start and end times of work imposed by operational requirements, any changes to the distribution of working hours;
d) a possible different scheduling of holidays with respect to the contract's provisions;
e) the need for overtime work outside the contractual norm, programmable over the long term.

The following will also be subject to joint examination:

1) in accordance with the contractually defined classification, appeals regarding classification lodged in the first instance by the workers concerned through the unitary trade union body or, where not yet established, the company trade union representatives;
2) the possible need to determine priority in the granting of leave to attend courses of study (Art. 36).

Article 60 - CONCILIATION AND ARBITRATION PROCEDURES

A. COMPULSORY ATTEMPT AT CONCILIATION

The compulsory attempt at conciliation via the trade union is conducted according to the following procedure:

The trade union conciliation office shall be composed of a representative of the trade union organisation that is a member of the confederation signing this contract to which the worker grants a special mandate and a representative of the regional employers' associ- ation to which the company grants a special mandate. Initially, the administrative tasks of the Office will be carried out by the aforementioned employers' association.

The worker or, in the case of a series of disputes, the workers, who intend to bring an action before the labour court, may submit a written request by registered letter with return receipt to the administrative office for the compulsory attempt at conciliation via the trade union. A copy of this request must simultaneously be sent by registered letter with return receipt to the company concerned. The request must contain the names of the parties, the

subject of the dispute with a detailed and complete statement of the facts, a summary of the attached documents, an address for service at the administrative office, and the name of the representative of the trade union organisation referred to in point 1. to whom a special power of attorney has been granted. The same steps must be followed if the party

filing the request is the employer.

The parties, with the designated representatives and, if communicated in advance, with the possible presence of experts belonging to the respective trade union organisa- tions, must meet within 20 days of receipt of the above request in order to examine the dispute and attempt conciliation.

The attempt at conciliation is carried out without a formal structure, including the scheduling of multiple meetings, and must be completed within 60 days from the date of receipt of the request.

If the conciliation is successful, a report is drawn up pursuant to and for the purposes of Article 411, paragraphs 1 and 3, of the Italian Code of Civil Procedure.

The conciliation report signed by the parties shall become enforceable in accordance with Article 411 of the Italian Code of Civil Procedure.

If the conciliation fails, a report shall be drawn up indicating the terms of the dispute, any proposals for settlement and the reasons for the failure to reach an agreement.

The parties may indicate the solution, even a partial one, on which they agree, where possible specifying the amount of the claim the requesting party is entitled to. In the latter case, the report become enforceable, subject to the provisions of Article 411 of the Italian Code of Civil Procedure.

At the request of the parties, the administrative office shall issue a copy of the report on the conciliation or failure to reach an agreement.

B. INFORMAL ARBITRATION

If the attempt at conciliation is unsuccessful, or the term referred to in paragraph 4 of letter A of this agreement has expired, the individual parties concerned may agree to refer the settlement of the dispute to the decision of the Arbitration Board envisaged in Article 412 ter of the Italian Code of Civil Procedure.

Without prejudice to the provisions of Article 412 ter, paragraph 1 of the Italian Code of Civil Procedure, the regional bodies of the trade unions that are signatories to this con- tract and the regional employers' associations shall provide for the establishment of an Arbitration Board, even on a permanent basis, in accordance with the following criteria.

The Board is composed of one union representative designated by the worker, one representative of the regional employers' association designated by the company and the President chosen by mutual agreement.

If the arbitration board is set up on a permanent basis, the President is designated by the regional bodies of the trade unions that are signatories to this agreement and the regional employers' associations involved.

In the event of failure to agree on the appointment of the President, they shall be cho- sen – following the manifestation of the will of the parties referred to in the third and fourth paragraphs of point 4 – by rotation or other criteria to be identified at the local level, from a list that is normally reviewable every two years containing the names of at least 10 legal experts, identified by common agreement by the local bodies of the trade unions that are signatories to this agreement and by the regional employers' associations.

The President for each dispute will be paid a fee, the amount of which will be determined by the parties at the local level.

Every six months administrative expenses will be billed and divided between the contracting organisations.

From time to time the President must declare in writing that none of the cases envis- aged in Article 51 of the Italian Code of Civil Procedure apply.

The request to refer the dispute to the arbitration board must contain the name of the requesting party, an address for service at the administrative office of the board and a statement of facts.

The request signed by the party concerned must be sent by registered mail with return receipt to the administrative office of the Board and to the other party through the Trade Union Organisation or the Employers' Association to which it has granted a mandate with- in the period of 30 days starting from the day of the issuance of the report referred to in point 6., part a) of this article or from the day of the expiry of the period within which such attempt could be made.

Within the next 15 days from the sending of the registered letter with return receipt referred to in the preceding paragraph, the requesting party will inform the administrative office in writing of its intention to refer the matter to the Board, at the same time sending a copy of the acknowledgement of receipt of the communication sent to the other party. If confirmation is not received within this period, the request for arbitration is deemed to be revoked. The request may be conditioned by the arbitrators' obligation to comply with the mandatory provisions of the law and of this CCNL.

If the other party intends to accept the request, it must notify the administrative office of the Board within 15 days from the date of receipt of the request.

The request and acceptance must contain the parties' written declaration of accept- ance of the names of the board of arbitrators representing the parties, as well as of the president to be designated pursuant to point 2. and of the granting to such board of the power to decide in an impartial manner, without prejudice to the provisions of the third paragraph above.

The arbitrators' acceptance to deal with the dispute must be in writing.

Any preliminary investigation of the dispute shall take place mainly orally, in the man- ner to be determined by the Board at its first meeting.

The Board may freely question the parties concerned, as well as persons who are informed of the facts.

The parties may be assisted by trade unions and/or trusted experts.

Within the peremptory terms set by the Board, the parties may file documents, briefs and replies with the administrative office.

The Board shall render its decision within 60 days from the date the administrative office receives the written confirmation referred to in Section 4 above. If the dispute is particularly complex in terms of investigation, the term may be extended by the arbitrators in agreement with the parties by up to 120 days.

The decision shall be taken by a majority vote of the arbitrators and shall be in writing. The decision is communicated through the administrative office to the parties and is enforceable, subject to compliance with the rules laid down in the second paragraph of Article 412 quater of the Italian Code of Civil Procedure.

Without prejudice to the fact that the parties to the dispute shall bear the costs and fees due to the arbitrators indicated in the Board of Arbitrators representing each of them, any other expenses of the arbitration proceedings, including the fees and expenses of the President, shall

be settled in accordance with Articles 91, paragraph 1, and 92 of the Italian Code of Civil Procedure.

The Board's decision may be challenged before the competent court on the grounds

of error, duress and fraud, as well as for non-compliance with the provisions of Article 412 ter of the Italian Civil Code and mandatory statutory provisions in the case referred to in the third paragraph of section 4. above.

All questions concerning the interpretation and/or application of this Article shall be referred to the exclusive decision of the signatory parties to this Agreement, which shall reach their decision in a spirit of amicable settlement.

This without prejudice to any agreements on the matter reached at the local level.

Article 61 - TRADE UNION RIGHTS

(A) LEAVE FOR TRADE UNION DUTIES

Consistent with work needs, workers who are members of the executive committees of the trade union confederations, the executive committees of the national trade union feder- ations that are signatories to this CCNL and of the provincial trade unions that are members of these confederations may be granted short paid leave for the performance of their duties when their absence from work is expressly requested in writing by the aforementioned or- ganisations.

Such leave will 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 leave, the leave granted to the various individuals are summed and in total may not exceed a maximum of 60 days per year.

Leave for members of trade union management bodies shall be granted upon pres- entation to the company of the letter of convocation with at least 24 hours' notice.

The aforementioned qualifications and related changes must be communicated in writing by the aforementioned organisations to the regional employers' associations, which will communicate them to the company the worker belongs to.

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 purpos- es.

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

At least the following are entitled to such leave:

a) 1 officer for each company trade union representation in production units employing up to 200 employees in the category for which the union is organised;
b) 1 officer for every 300 or fraction of 300 employees for each company trade union rep- resentation in production units with up to 3,000 employees in the category for which the union is organised;
c) 1 officer for every 500 or fractions of 500 employees in 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 leave for company trade union officers shall not be less than 10 hours per month in the companies referred to in letters b) and c) of the preceding paragraph; in the com-

panies referred to in letter a), paid leave shall not be less than 2½ hours per year for each employee.

A worker 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 are entitled to unpaid leave for participation in trade union negotiations and conferences and conventions related to trade unions, for no less than eight days per year.

Workers wishing 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.

B) MEETINGS

In compliance with Article 20 of Italian Law no. 300/1970, companies guarantee the exercise of the right to assemble in the workplace.

In the event of a demonstrated lack of appropriate spaces in the workplace, the com- pany will provide other venues or another suitable area to be agreed with the company trade union structures.

The meeting may also be convened by the regional trade union organisations of the workers' federations that sign the CCNL.

C) PAYMENT OF UNION DUES

The company shall withhold from the monthly salary of the worker who so requests by written delegation the amount of membership dues to be paid to the trade union organisation, signatory to this contract indicated by the worker themself, in the amount of 1% of the worker's salary and contingency allowance for 14 months.

The company shall not process any delegations that do not contain the elements set out in the template annexed to this contract.

The delegation, dated and signed by the worker, must state the month in which it takes effect.

If the monthly salary is not paid, no deduction or subsequent recovery may be made.

If the delegation is received by the company after the 5th day of the month indicated by the worker, the deduction will only be made from the month following that of receipt without any recovery for the previous period.

Any revocation of the delegation during the calendar year must also be made in writing and indicate the month from which the deduction is no longer to be made.

If the revocation is received after the 5th day of the month indicated by the worker, the termination of the deduction will take effect from the following month without any adjustment.

Both delegation and revocation are free acts of will and therefore strictly personal, so they must be individual and not collective.

When the revocation is accompanied by a new delegation signed in favour of another trade

union organisation, the date of the former must be prior to or contemporaneous with that of the latter.

The delegation and revocation must be handed over or sent by the person concerned to the company.

The contributions withheld will be paid monthly by the company to the trade union organisation concerned.

Article 62 - UNITARY COUNCILS - COMPANY UNION REPRESENTATIVES

At the initiative of the trade union organisations that are signatories to this contract, unitary councils may be set up, which will have the prerogatives, duties and protection of company trade union representatives.

When the establishment of unitary councils is not possible, Company Trade Union Representatives may be established pursuant to Articles 19 and 29 of Italian Law no. 300/1970. In cases where the establishment of Company Trade Union Representatives is not permitted by Italian Law no. 300/1970, the election of the company delegate is in any case allowed.

Article 63 - COMPANY CANTEENS

Companies agree to request contracting authorities, informing the trade unions, for can- teen services that can be used by their employees whose work coincide with meal times.

Article 64 - WORK ENVIRONMENT - PREVENTION OF OCCUPATIONAL ACCIDENTS AND DISEASES

The unitary union representative body, or, where not yet constituted, the company union representatives, have the right to monitor the application of the regulations for the prevention of injuries and occupational diseases and to promote the research, develop- ment and implementation of all appropriate measures to protect their health and physical integrity.

The prevention of injuries and occupational diseases and compliance with the relevant legal regulations and those issued by the competent bodies for this purpose are a precise duty of the company and the workers.

The worker is obliged to scrupulously comply with the rules issued to them by the company for the protection of their health and physical integrity.

This without prejudice to the provisions of current occupational safety regulations.

In view of the considerable importance of safety in the workplace for workers and companies, also in light of Italian Legislative Decree no. 81/2008, which has strongly up- dated the previous legislative provisions on the subject, the parties agree to set up a joint technical commission to be established within the O.N.B.S.I., with the task of verifying and analysing the specific needs of the sector in this area and harmonising them with the current law.

The commission shall provide the signatories to this CCNL with its assessments by 31 October 2012.

Article 65 - SUPPORT SERVICES

Pursuant to Article 12 of Italian Law no. 300/1970, the support services of the workers' trade

union organisations that are signatories to this contract (INCA-CGIL, INAS-CISL, ITAL-UIL) are entitled to carry out the tasks set out in

Italian Legislative Decree of the Provisional Head of State no. 804 of 29/07/1947. The worker may contact the support services in the company during work breaks.

The company will allow the posting of support service announcements on the existing bulletin boards and the use of the same venues made available to the company union representatives.

Article 66 - JOINT NATIONAL SECTOR BODY – O.N.B.S.I.

Whereas:

- the body referred to in this Article will be the point of reference for all initiatives in the sector, coordinating with the National Observatory of the social partners, which will continue to carry out its functions of guidance and control of the labour market at the Ministry of Labour; the harmonisation of the provisions of this Article with any existing local agreements on the subject will be agreed to by the parties;
- the joint body is constituted by the signatories of this CCNL and has the purpose of creating and solidifying the conditions for a better development of the sector, trade union relations and the living conditions of the companies and workers in the sector;
- the employers and their employees agree to fully comply with the obligations and burdens arising from its concrete application, in view of the foregoing the following is agreed.

On 26 June 2003 the stipulating parties established the unitary ONBSI - Organismo Nazionale Bilaterale dei Servizi Integrati for the sector (with possible local offices), gov- erned by its own articles of association and implementing regulation; the articles of asso- ciation of the Body is annexed to this CCNL.

ONBSI promotes:

a) vocational training and qualification initiatives, including in cooperation with regional governments and other competent bodies, potentially assisting workers who have participated in them in finding new jobs. The promotion and management of the afore- mentioned initiatives must take place in compliance with the existing inter-confedera- tion agreements and the bodies deriving from them;
b) retraining courses for personnel impacted by restructurings and reorganisations that result in the termination and/or suspension of employment for a period of time at least equal to what is envisaged by the relevant laws.

With regard to the enrolment of companies in the register referred to in Italian Law no. 82 of 25/2/1994 and implementing regulations, in liaison with Unioncamere and also in liaison with INPS, INAIL and the Ministry of Labour, the Body issues certificates attesting to enrolment in the Body and the payment of the relevant fees.

Furthermore, ONBSI may carry out the following activities:

1) support and supplement the control functions of the competent Bodies, playing a role in the verification, control, monitoring and collection of data and reports that are produced in the procedures referred to in Article 4 (change of job contract) throughout the country;
2) on the instructions of the national sector Observatory overseen by the Ministry of Labour,

take initiatives aimed at creating concrete tools for analysing the sector in synergy with the Institutions (prime minister's office, Cnel, Unioncamere, universities

and research bodies, competent ministries, etc.);

3) with regard to the requirements of Italian Legislative Decree no. 81/2008 and with respect to the specificities and peculiarities of the sector, promote in-depth studies for the concrete implementation of the law as well as for safety plans, and for the training of company managers and RLSs;
4) research and process data, including for statistical purposes, on the use of agree- ments on fixed-term contracts by preparing training projects for individual profession- als in order to make better use of the aforementioned contractual provisions, in full harmony with the relevant inter-confederation agreements.

For the implementation of the tasks referred to in the previous points and for the work of the National Observatory, ONBSI will prepare relevant work plans and submit the corresponding resource requirements for their procurement.

If the stipulating parties agree on the initiatives to be taken by the joint sectoral body, they will ensure the operation of the projects by identifying the relevant funding in equal measure for companies and workers (50% borne by the employers and 50% borne by the worker), also through the regional and/or national funding envisaged by current reg- ulations, with particular reference to the Ministry of Labour (Professional Training Office).

With regard to the provisions of the preceding paragraph, and as set forth in the re- newal agreement of 19/12/2007, ONBSI is financed by a contribution established at the rate of €0.50 payable by the employer and €0.50 payable by the worker on a monthly basis for 12 monthly payments, from 1 January 2008 to be paid quarterly. For part-time workers working less than 20 hours per week, the above amounts are reduced to €0.25.

Contributions throughout the country are collected by ONBSI through a special agree- ment defined with INPS for collection via the F24 form. In order to be recognised, local bodies must adhere to this method of collecting contributions.

The Local Bilateral Body performs the same functions as the National Body by car- rying out an examination and study phase in order to grasp the particular aspects of the various situations in the region; the Local Bilateral Body promotes initiatives in the area of training and professional qualification also in cooperation with regional governments, local authorities and other competent bodies. As far as financing is concerned, the values will be defined at the local level.

From the month following the unanimous validation of the constitution of the Local Bilateral Body, ONBSI will distribute to the Local Bilateral Body 70% of the contributions collected that are attributable to it based on the workers actually employed in the request- ing area, also for the purpose of implementing the projects as envisaged in the articles of association.

With a specific regulation ONBSI will determine the methods for the disbursement and management of the resources allocated to the area.

The Parties annex to this CCNL the standard articles of association of the local bilat- eral bodies, without prejudice to the bodies already established at the date of entry into force of this CCNL, which shall adapt their articles of association within the term of the contract.

Until the aforementioned validation, the operation of the Local Bilateral Bodies will

continue to be financially ensured by the ONBSI for the implementation of shared projects according to the current practice.

NOTE FOR THE RECORD

In confirming that bilaterality is an important asset of the trade union relations system in the Cleaning, Integrated Services, Multi-services sector, the Parties agree and confirm that the principles that must characterise bilaterality and more generally contractual wel- fare relate to transparency in management, efficiency in operation, rationalisation in organ- isation, guarantee of future sustainability, ability to respond to the assigned purposes and expectations of workers and companies.

In view of the above, the Parties agree to initiate a discussion by the month of July 2021 aimed at updating and further developing the National Bilateral Sector Body (ONBSI) within the framework of the definition of a more general Governance Agreement of the bilateral system that promotes the representation of each component involved, in com- pliance with the principles of participation and contribution, as set forth in the CCNL for personnel employed by cleaning and integrated/multi-service companies, including the National Bilateral Body (ONBSI) and the Health Fund (ASIM). This discussion, aimed at reaching an agreement between the parties, which will identify better organisational solu- tions and new perspectives of bilaterality for the development of labour relations in the sector, will be concluded by October 2021.

Article 67 - NATIONAL JOINT COMMITTEE

The National Joint Committee is the instrument for the examination of all collective disputes concerning the authentic and proper interpretation and full application of this CCNL.

The Joint Committee is composed of the organisations signing this CCNL and has 12 members, 6 of whom shall represent the employers' organisations and 6 the workers' trade union federations, who shall be designated by the respective parties referred to above within 30 (thirty) days of the signing of the CCNL.

An alternate may be appointed for each representative.

The place of work of the "Joint Committee" shall be at the head office of the joint sec- toral body (ONBSI) referred to in Article 66 of this CCNL and shall operate in accordance with the following procedures and methods.

The Joint Committee may be approached by the National Organisations that enter into this contract or, through them, by the Local Organisations belonging to them, such contact being made by registered letter with return receipt.

At the time the request is filed, the requesting party shall produce all elements relevant to the examination of the dispute.

Pending proceedings before the Joint Committee, the respective trade union organi- sations concerned may not take any action.

The convening date for the examination of the dispute shall be set by agreement of the members of the Joint Committee within 15 (fifteen) days from the presentation of the request, and the entire procedure shall be completed within the following 30 (thirty) days.

Before deliberating, the Joint Committee may convene the parties to the dispute to gather any information and observations useful for the examination of the dispute.

The Joint Committee shall keep minutes of its meetings and the resolutions passed, which must be signed by the members of the Joint Committee.

Copies of the Joint Committee's decisions will be sent to the parties concerned, who

must comply with them.

For all matters related to the operation of the Joint Committee, the Joint Committee itself may make its own resolutions.

The members of the Committee shall also submit a final report on their work to the parties to the CCNL three months before the expiry of the contract.

Article 68 - JOINT COMMITTEE ON EQUAL OPPORTUNITIES

The Joint Committee on Equal Opportunities is the instrument put in place to formu- late and monitor positive-action projects aimed at ensuring the removal of all obstacles preventing the achievement of equal opportunities for men and women at work.

In this sense, using the tools provided by Italian Legislative Decree 198/2006, the Committee is also active in following up on the progress of the projects themselves both during the funding phase under the aforementioned law and in their implementation.

The Joint Committee on Equal Opportunities is composed of 12 members, 6 of whom shall represent the employers' Associations and 6 the workers' trade union federations, who shall be designated by the respective parties referred to above within 30 (thirty) days of the signing of the CCNL.

An alternate may be appointed for each representative.

The operational headquarters of the Equal Opportunities Working Group will be at the head office of the National Bilateral Sectoral Body.

For all matters related to the operation of the Committee, the Committee itself may make its own resolutions.

Usually in the second quarter of each year, the members of the Committee will also report to the stipulating parties in a specific meeting on the results of their work, and in any case three months before the end of the contractual term they will submit a final report to such parties.

The Committee is assigned the following tasks:

1) study the qualitative and quantitative evolution of women's employment in the sector, using data disaggregated by gender, occupational classification level and type of em- ployment relationship, including those processed by the Labour Market Observatory;
2) Follow the evolution of Italian, European and international laws on equal opportunities at work;
3) Promote appropriate measures to facilitate the reintegration into the labour market of women or men who wish to return to work after an interruption, including by promoting the use of the training/retraining contract;
4) identify initiatives for refresher and vocational training, also in order to safeguard the professional skills of those who return to work following periods of abstention, leave and leave of absence, as envisaged by Italian Law no. 53 of 8 March 2000;
5) set up Positive Action projects aimed at fostering women's employment and pro- fessional growth, also using the opportunities offered by Italian Legislative Decree 198/2006 and the relevant EU funds;
6) promote effective initiatives to prevent bullying and harassment in the labour relations system;

7) analyse the quantitative and qualitative data received from the joint bodies concerning the procedures and solutions identified in relation to sexual harassment;
8) collect and analyse the initiatives and results achieved in the field of positive action by

promoting initiatives linked to the agreements referred to in Article 9 of Italian Law no. 53 of 8 March 2000 and disseminating good practices;

9) Identify initiatives aimed at overcoming all forms of discrimination in the workplace, particularly with regard to pay and access to vocational training.

Any participation by companies in the vocational training projects agreed to and implemented by the Organisations stipulating the National Contract, which the parties shall promote, entitles them to apply for the benefits envisaged by the relevant provisions of law.

The Committee may use the data provided by the National Observatory to perform its tasks.

The Committee normally meets quarterly or at the request of one of the parties, chaired in turn by a member of both groups, and acts unanimously for the implementation of the above tasks. Each year it will submit a report complete with collected and elaborated materials. Here it will present its activities to the contracting organisations, discussing both proposals for which the Committee has achieved a unanimous opinion as well as the assessments that constitute the positions of one of the components.

Article 69 - SUPPLEMENTARY HEALTHCARE

The parties stipulating this CCNL "for personnel employed by cleaning and integrated/ multi-service companies" acknowledge that supplementary healthcare not replacing the national health service as defined by the CCNL is one of the qualifying points for the full application of this CCNL. Payment of the charges referred to in this Article is an integral part of the overall remuneration envisaged in this CCNL and cannot be waived.

Therefore, without prejudice to the validity, essential nature, centrality and universality of the National Health Service provided for by current law, as of 01/07/2013 a single sys- tem of supplementary health benefits of the National Health Service was established for the entire cleaning, integrated/multi-service sector, structured in accordance with Italian Legislative Decree no. 314 of 2 September 1997 as amended and supplemented, insured through a Supplementary Healthcare Fund.

The supplementary healthcare is therefore of a general nature, with a single fund for all workers in the sector and will provide uniform benefits regardless of contractual hours.

Consistent with the above, the supplementary healthcare is articulated as follows:

1. As from October 2014, the provision of supplementary health benefits is ensured through the SUPPLEMENTARY HEALTHCARE FUND FOR THE SECTOR OF CLEANING, INTEGRATED/MULTI-SERVICE COMPANIES - ASIM Fund, established jointly by the stipulating Parties.

2. In order to finance these benefits, the following contribution is established at the employer's expense for each employee in force with a permanent employment contract, not in their trial period, including workers with an apprenticeship contract:
   a) from 1 July 2013, a company contribution of €4.00 per month is recognised for workers with average weekly working hours of up to 28 hours;
   b) from 1 July 2013, a company contribution of €6.00 per month is recognised for

workers with average weekly working hours above 28 hours;

c) All employers are required to pay a one-off contribution of €0.50 per worker to the

ASIM FUND. For registrations after September 2012, the one-off registration fee to be paid is €0.50 per newly enrolled worker. This only concerns the initial one-off payment following the first registration of the employer and workers. There are no reductions for employees hired on a part-time basis. The one-off contribution is not paid for workers who are already registered involved in a change of job con- tract. The company must check if the workers are already registered, requesting this information from the Fund by email. The one-off contribution referred to in this Article shall be paid together with the first ordinary contribution.

The contribution is net of the solidarity contribution and gross of the Fund's operating expenses.

Average weekly working hours are defined as individual annual contractual hours divided by 52 weeks. With this formulation the Parties intend to include all persons, includ- ing vertical and/or cyclical part-timers, who are obliged to pay contributions to the Fund for 12 months. Therefore, in the case of a cyclical part-time worker (e.g. those linked to educational services), contributions to the Fund must not be interrupted.

As from 1 July 2013, the ordinary contribution to the ASIM FUND is payable by the employer with respect to the date on which the employment relationship is established, rounded up to a full month if the fraction of a month is more than 15 days. If employees are employed by more than one employer applying this CCNL, the contribution is still due from each employer.

3. The Parties acknowledge that in the determination of the portion of the economic increase of the CCNL for employees of cleaning and integrated/multi-service com- panies, the percentage of the quotas and contributions of this article of the CCNL for the financing of the Supplementary Healthcare Fund has been taken into account. The overall increase resulting from the application of the inter-confederation agreements in force therefore includes these dues and contributions, which are an integral part of the economic increase. A company that fails to pay the aforementioned fees and contributions is liable to workers not enrolled in the Fund for the loss of the relevant healthcare benefits, without prejudice to the worker's right to compensation for any other damages. The payment of alternative allowances does not release the employer from the obligation to guarantee the worker the health benefits and services guaran- teed by the ASIM fund. The right to supplementary healthcare within the limits set out in this article cannot be waived by the worker. The payment of the contribution to the healthcare fund must be specifically highlighted in the pay slip. The Parties will take steps to provide adequate information to companies and workers in the sector on the benefit of supplementary healthcare and the functioning of the ASIM Fund.

   The Parties annex the articles of association of the Asim Fund to this CCNL. The provisions of this Article are binding on all companies applying this CCNL.

Article 70 - INSEPARABILITY OF THE PROVISIONS OF THE CONTRACT

The provisions of this contract, also within each section, are interrelated and insepa- rable from each other. Therefore, those who comply with these provisions, even in part, are for all intents and purposes to be considered bound by all the contractual provisions

as a whole. Pension and severance pay are deemed to constitute a single benefit, even when separated.

Article 71 - GENERAL PROVISION

For matters not governed by this contract the provisions of the law and inter-confederation agreements apply. The provisions of Article 4 are also reconfirmed with respect to the conditions of this Agreement.

Article 72 - EFFECTIVE DATE AND DURATION

Without prejudice to the terms and durations envisaged for individual provisions, this agreement shall commence on the date it is signed and shall remain in force until 31 December 2024.

If not formally terminated in the three months prior to expiry, the contract will be deemed renewed from year to year, and in this case the provisions set out in Articles 73- bis and 73-ter shall apply.

In the event of termination this contract shall continue to be effective as regards economic and regulatory aspects until it is replaced by the next national collective contract, with the exception of the provisions of Articles 73-bis and 73-ter.

The provisions contained in Article 3 of this contract relating to the procedures for the renewal of the CCNL are hereby expressly referred to, which do not make the commence- ment of the renewal procedures subject to the formal termination thereof, and which com- mit the parties to give continuity to the contractual renewals, without prejudice to the right of the Parties to determine the commencement and validity of the renewals.

Article 73 - CONTRACTUAL MINIMUM SALARIES

The increases in the contractual minimums for the renewal of the CCNL were determined based on the increases of the ISTAT index called "IPCA net of energy", operating on the salary levels of the average sector classification (level 2, parameter 109), then rep- arametrising these values to the various classification levels according to the parametric scale in the previous CCNL (100-220).

The increase in the contractual minimums of level 2 is a total of € 120 gross for the 2021-2024 contractual term, broken down as follows:

- 1 July 2021 € 40 gross
- 1 July 2022 € 20 gross
- 1 July 2023 € 30 gross
- 1 July 2024 € 20 gross
- 1 July 2025 € 10 gross

ECONOMIC INCREASES

Lev.	Param.	Economic increase July 2021	Economic increase July 2022	Economic increase July 2023	Economic increase July 2024	Economic increase July 2025	Total
M	220	€ 80.73	€ 40.37	€ 60.55	€ 40.37	€ 20.18	€ 242.20
7	201	€ 73.76	€ 36.88	€ 55.32	€ 36.88	€ 18.44	€ 221.28
6	174	€ 63.85	€ 31.93	€ 47.89	€ 31.93	€ 15.96	€ 191.56
5	140	€ 51.38	€ 25.69	€ 38.53	€ 25.69	€ 12.84	€ 154.13
4	128	€ 46.97	€ 23.49	€ 35.23	€ 23.49	€ 11.74	€ 140.92
3	118	€ 43.30	€ 21.65	€ 32.48	€ 21.65	€ 10.83	€ 129.91
2	109	€ 40.00	€ 20.00	€ 30.00	€ 20.00	€ 10.00	€ 120.00
1	100	€ 36.70	€ 18.35	€ 27.52	€ 18.35	€ 9.17	€ 110.09
Parameter 115		€ 42.20	€ 21.10	€ 31.65	€ 21.10	€ 10.55	€ 126.61
Parameter 125		€ 45.87	€ 22.94	€ 34.40	€ 22.94	€ 11.47	€ 137.61

With effect from 1 July 2021, the contractual minimums, consisting of the standard wage and contingency allowance, will therefore be determined as follows

Lev.	Param.	Economic increase July 2021	Standard salary July 2021	Contingency allowance	Base pay July 2021	C.O.L.A.
M	220	€ 80.73	€ 1,411.23	€ 532.06	€ 1,943.29	€ 10.33
7	201	€ 73.76	€ 1,289.36	€ 532.06	€ 1,821.42	€ 10.33
6	174	€ 63.85	€ 1,116.15	€ 524.77	€ 1,640.92	€ 10.33
5	140	€ 51.38	€ 898.06	€ 518.53	€ 1,416.59	€ 10.33
4	128	€ 46.97	€ 821.08	€ 517.50	€ 1,338.58	€ 10.33
3	118	€ 43.30	€ 756.94	€ 515.42	€ 1,272.36	€ 10.33
2	109	€ 40.00	€ 699.21	€ 513.96	€ 1,213.17	€ 10.33
1	100	€ 36.70	€ 641.48	€ 512.71	€ 1,154.19	€ 10.33

With effect from 1 July 2022, the contractual minimums, consisting of the standard wage and contingency allowance, will be determined as follows:

Lev.	Param.	Economic increase July 2022	Standard salary July 2022	Contingency allowance	Base pay July 2022	C.O.L.A.
M	220	€ 40.37	€ 1,451.60	€ 532.06	€ 1,983.66	€ 10.33
7	201	€ 36.88	€ 1,326.24	€ 532.06	€ 1,858.30	€ 10.33
6	174	€ 31.93	€ 1,148.08	€ 524.77	€ 1,672.85	€ 10.33
5	140	€ 25.69	€ 923.74	€ 518.53	€ 1,442.27	€ 10.33
4	128	€ 23.49	€ 844.57	€ 517.50	€ 1,362.07	€ 10.33
3	118	€ 21.65	€ 778.59	€ 515.42	€ 1,294.01	€ 10.33
2	109	€ 20.00	€ 719.21	€ 513.96	€ 1,233.17	€ 10.33
1	100	€ 18.35	€ 659.83	€ 512.71	€ 1,172.54	€ 10.33

With effect from 1 July 2023, the contractual minimums, consisting of the standard wage and contingency allowance, will be determined as follows:

Lev.	Param.	Economic increase July 2023	Standard salary July 2023	Contingency allowance	Base pay July 2023	C.O.L.A.
M	220	€ 60.55	€ 1,512.15	€ 532.06	€ 2,044.21	€ 10.33
7	201	€ 55.32	€ 1,381.56	€ 532.06	€ 1,913.62	€ 10.33
6	174	€ 47.89	€ 1,195.97	€ 524.77	€ 1,720.74	€ 10.33
5	140	€ 38.53	€ 962.28	€ 518.53	€ 1,480.81	€ 10.33
4	128	€ 35.23	€ 879.80	€ 517.50	€ 1,397.30	€ 10.33
3	118	€ 32.48	€ 811.07	€ 515.42	€ 1,326.49	€ 10.33
2	109	€ 30.00	€ 749.21	€ 513.96	€ 1,263.17	€ 10.33
1	100	€ 27.52	€ 687.35	€ 512.71	€ 1,200.06	€ 10.33

With effect from 1 July 2024, the contractual minimums, consisting of the standard wage and contingency allowance, will be determined as follows:

Lev.	Param.	Economic increase July 2024	Standard salary July 2024	Contingency allowance	Base pay July 2024	C.O.L.A.
M	220	€ 40.37	€ 1,552.52	€ 532.06	€ 2,084.58	€ 10.33
7	201	€ 36.88	€ 1,418.44	€ 532.06	€ 1,950.50	€ 10.33
6	174	€ 31.93	€ 1,227.90	€ 524.77	€ 1,752.67	€ 10.33
5	140	€ 25.69	€ 987.96	€ 518.53	€ 1,506.49	€ 10.33
4	128	€ 23.49	€ 903.28	€ 517.50	€ 1,420.78	€ 10.33
3	118	€ 21.65	€ 832.72	€ 515.42	€ 1,348.14	€ 10.33
2	109	€ 20.00	€ 769.21	€ 513.96	€ 1,283.17	€ 10.33
1	100	€ 18.35	€ 705.70	€ 512.71	€ 1,218.41	€ 10.33

With effect from 1 July 2025, the contractual minimums, consisting of the standard wage and contingency allowance, will be determined as follows:

Lev.	Param.	Economic increase July 2025	Standard salary July 2025	Contingency allowance	Base pay July 2025	C.O.L.A.
M	220	€ 20.18	€ 1,572.70	€ 532.06	€ 2,104.76	€ 10.33
7	201	€ 18.44	€ 1,436.88	€ 532.06	€ 1,968.94	€ 10.33
6	174	€ 15.96	€ 1,243.86	€ 524.77	€ 1,768.63	€ 10.33
5	140	€ 12.84	€ 1,000.81	€ 518.53	€ 1,519.34	€ 10.33
4	128	€ 11.74	€ 915.03	€ 517.50	€ 1,432.53	€ 10.33
3	118	€ 10.83	€ 843.55	€ 515.42	€ 1,358.97	€ 10.33
2	109	€ 10.00	€ 779.21	€ 513.96	€ 1,293.17	€ 10.33
1	100	€ 9.17	€ 714.87	€ 512.71	€ 1,227.58	€ 10.33

2021-2024 Final Balance

In June 2025, irrespective of whether or not this CCNL remains in force, the parties will check for any deviation between the HICP index net of energy taken into account on the date of stipulation and the corresponding HICP index actually recorded during the period. If the amount of the HICP adjustment calculated on the basis of a total inflation in the years 2021-2024 of 3.9% differs from the amounts of the total increases calculated with the HICP index

actually recorded in the years 2021-2024, the amounts contained in the 1

July 2025 table will be adjusted accordingly. In consideration of the period of time that has elapsed since the last contractual renewal and taking into account the indexation criteria of the contractual minimums adopted for this renewal, should the comparison between the HICP index considered and the actual index be negative, any recovery of the surplus shall be made based on the salary increases to be defined with the renewal of the CCNL.

Example of the 2021-2024 HICP final balance calculation:

In July 2025, in addition to the amount envisaged in the last tranche (€10), a further sum will possibly be paid in settlement of the contractual term if the HICP recorded during the period exceeds the value of 3.9%.

Examples:

****

1) HICP recorded in the years 2021-2024 higher than 3.9% → payment of € 10 (of the tranche) + HICP balance Application:
HICP recorded in 2021-2024 equal to 4.7% → payment of € 10 (tranche)
+ € 9.38 (HICP balance) = € 19.38
(underlying formula: 3.9% : 45.75 = 4.7% : X; X = 55.13; 55.13 - 45.75 = € 9.38

****

2) HICP recorded in the years 2021-2024 equal to 3.9% (of the tranche) → payment of € 10

****

3) HICP recorded in the years 2021-2024 lower than 3.9% (of the tranche) → payment of € 10

Article 73-bis - ANNUAL RENEWAL AND CONTRACTUAL MINIMUM SALARIES FOR THE YEAR 2025

Unless formally terminated by one of the stipulating parties within three months of its natural expiry, this CCNL shall be deemed renewed also for the year 2025, even if there is a platform for the renewal of the CCNL. In this case, the parties shall meet in June 2025 to determine the value of the increase of contractual minimum starting from 1 July 2025 based on the data provided by ISTAT, taken from the "HICP net of energy" index for the year 2025 (expected HICP). The “HICP net of imported energy” index will be applied to the contractual minimum consisting of the standard minimum and contingency allowance. This clause has no impact on the forecast of the 2021-2024 Final Balance provision, which will have to be applied in any case.

In June 2026, based on the same index, the HICP balance having been settled for the year 2025, any increase in the contractual minimums will be determined, which will take effect on 1 July 2026 if the differential between the expected and actual HICP is positive. If on the other hand the comparison between the expected and the actual HICP index for the year 2025 should turn out to be negative, no increase in the minimum contractual amount shall be made and any surplus shall be recovered from the salary increases to be defined at the time of the renewal of the CCNL.

Article 73-ter - RENEWAL OF THIS CCNL FOR THE YEARS AFTER 2025 AND CONTRACTUAL MINIMUM SALARIES

The signatories to this agreement may give further effect to the CCNL for the years following 2025 if none of the signatory parties formally terminates it within three months of the end of the year of expiry (by the end of September). Therefore, by way of example, in the absence of a formal termination by September of the year 2025, the effectiveness of the CCNL will continue also for the year 2026, and in June the parties will define any increases in the contractual minimums under the conditions described in Article 73-bis.

If on the other hand one of the parties intends to terminate the contract and gives formal notice of termination, for example in September 2026, the CCNL shall cease under the conditions set out below on 31 December of that year, and in June of the following year only any salary differential arising for the year 2026 from the comparison between the expected and actual HICPs shall be recognised.

ANNEX ARTICLE 22 - BIENNIAL INCREASES FOR WHITE-COLLAR WORKERS AND FLAT-RATE SECTORAL SENIORITY ALLOWANCES FOR BLUE-COLLAR WORKERS

BIENNIAL INCREASES FOR WHITE-COLLAR WORKERS

(6.25% of the standard salary in force at the time of the increase and of the contingency allowance accrued on 1/8/1983)

Level	Biennial increase from 1/7/2021	Biennial increase from 1/7/2022	Biennial increase from 1/7/2023	Biennial increase from 1/7/2024	Biennial increase from 1/7/2025
M	€ 105.68	€ 108.20	€ 111.98	€ 114.51	€ 115.77
7	€ 98.06	€ 100.37	€ 103.82	€ 106.13	€ 107.28
6	€ 87.23	€ 89.23	€ 92.22	€ 94.22	€ 95.22
5	€ 73.60	€ 75.21	€ 77.62	€ 79.22	€ 80.03
4	€ 68.79	€ 70.26	€ 72.46	€ 73.93	€ 74.66
3	€ 64.78	€ 66.14	€ 68.17	€ 69.52	€ 70.20
2	€ 61.18	€ 62.43	€ 64.30	€ 65.55	€ 66.18

*** PROVISIONAL PURSUANT TO ART. 73

FLAT-RATE SECTORAL SENIORITY ALLOWANCES FOR BLUE-COLLAR WORKERS

Level	Amounts from June 2011
6	€ 82.99
5	€ 66.77
4	€ 63.15
3	€ 58.18
2	€ 54.39
1	€ 51.02
Parameter 115	€ 55.50
Parameter 125	€ 62.59

ANNEX ARTICLE 54– SUPPLEMENTARY PENSIONS

Level	Standard minimum and contingency allowance 01/01/2001	1%
6	€ 1,222.75	€ 12.28
5	€ 1,222.75	€ 12.28
4	€ 1,090.21	€ 10.90
3	€ 976.53	€ 9.77
2	€ 957.74	€ 9.58
1	€ 919.85	€ 9.20
Parameter 115	€ 912.93	€ 9.13
Parameter 125	€ 952.52	€ 9.53

JOINT ANNOUNCEMENT FOR THE MANAGEMENT OF THE COVID-19 EMERGENCY AND THE METHODS FOR RESTARTING BUSINESSES IN THE CLEANING AND SANITISATION SECTOR

23 June 2020

ANIP CONFINDUSTRIA, LEGACOOP PRODUZIONE E SERVIZI, CONFCOOPERATIVE LAVORO E SERVIZI, AGCI SERVIZI; UNIONSERVIZI CONFAPI
and
FILCAMS CGIL, FISASCAT CISL, UILTRASPORTI

Starting from 20 April 2020 they met by video conference to examine the situation in the Cleaning, Integrated and Multi-services sector, in the context of the very serious crisis caused by the Covid-19 epidemic, and also to analyse the effects that may arise in the sector if the measures to contain and prevent the spread of Covid-19 continue.

The unprecedented and unpredictable context subjects the cleaning/multi-service sector to a tough endurance test and at the same time clearly foreshadows the need for it to become of strategic interest to our country.

The suspension and reduction of activities in many economic sectors has also result- ed in the interruption of related services, such as office and industrial site cleaning, with the consequent activation of aid programmes for many workers, and in some cases jeop- ardising the possible future of companies, whose ability to be a factor of both economic propulsion and social cohesion is a common asset to be protected.

At the same time, the industry has been at the forefront of the battle against the Coro- na Virus emergency since the early days of the emergency. The cleaning and sanitising of enclosed places, public offices, supermarkets, and in particular hospitals and social and healthcare facilities, has gone from being normal to indispensable in order to stem conta- gion, and will be unavoidable to ensure the safe resumption of any production operations, as established by the Protocols signed by the Social Partners on 14 March 2020 and 24 April 2020, setting out the measures agreed to as necessary for the safety of workers in workplaces.

The companies, cooperatives and workers in the sector have immediately made their commitment, professionalism, expertise and innovation available to the country and the public health system, working alongside public administrations and the health system in particular, with the necessary flexibility and ability to adapt quickly in various areas and contexts. Not just as mere performers of a service, but as true partners of the national health system in the name of general health and safety. An activity recognised by the many acts of solidarity and recognition of workers.

Despite this, we still find that there is a lack of adequate attention for this sector on the part of institutions, politicians and the public administration in general. In fact, in the criti- cal support measures being implemented it is often forgotten and/or deemed to be a less- er sector compared to other economic activities despite the large number of employees and the impact on GDP. A clear and serious example of this is the unacceptable situation created by the enormous difficulties faced by companies in the sector in obtaining PPE, which in fact has

placed and often continues to assign cleaning and sanitation workers a lower priority compared to others, despite the fact that they are working in the same con- text, on the same front and with the same risks.

Indeed, the continuing difficulties in making PPE available to workers in the sector, especially in the hospital/socio-medical/social assistance sector, creates a very serious and dangerous discrimination between workers, who despite working alongside doctors and nurses and in the same risky environments are often deprived of the tools that have become indispensable for working safely, putting the continuation of the service at risk. The de facto assignment of responsibility for the procurement of PPE to the initiative of cleaning and sanitation companies alone is a serious shortcoming that among other things has led to inevitable tensions in the sector.

As repeatedly stated by the government, set forth in the Protocols signed between the Parties on 14 March and 24 April 2020 and as also corroborated in the governmental provisions concerning the so-called Phase 2, cleaning and sanitisation are crucial to the pro- cesses of restarting businesses and activities, and consequently the economy. Sanitising the places where people live and work is deemed to be one of the primary indispensable activities. In the coming months sanitisation will become indispensable for the restarting of every industry and production sector. Cleaning and sanitising are destined to play a strategic role and a function of collective interest for our country, which is why their value must be actively recognised.

It appears necessary for institutions and public decision-makers to become fully aware of the sector and of the role of private economic operators, as a key actor that can no longer be exploited for the growth of the economic fabric, as well as of the social co- hesion of the regions where companies and cooperatives operate, according to a model that respects the principles of horizontal subsidiarity.

This new awareness involving companies and workers must be given due recognition. For these reasons, the parties ask:

- to implement the provisions of the Joint Declaration recently endorsed by the Euro- pean Employers' and Trade Union Associations at the EU level, recognising cleaning, sanitising and hygienising as strategic and crucial operations, and as such deserving of special consideration by the governments of all Member States;
- support for the innovation and research processes of companies and cooperatives, specific training with respect to the areas of intervention of personnel involved in san- itation and cleaning;
- for tenders to entrust sanitation activities, there is a need to select companies and cooperatives both in the public and private sectors based on criteria that favour the elements of expertise and reliability of the company and quality in the provision of the service, because sanitation operations have a high professional content and, by virtue of their strategic importance, it is necessary to counter the entry into the market of companies that, taking advantage of the emergency, promote services that are not up to the mark;
- the proper application of the sector's CCNL signed by the Employers' and Trade Un- ions' Associations that are comparatively most representative at national level, of the rules of labour law and of the protection of health and safety in the workplace for workers, ensuring for users the prescribed levels of safety and healthiness of the envi- ronment, facilitating investments in keeping with the principle of horizontal subsidiarity and with the best practices of partnership between public and private sectors in the affirmation of a

system of public procurement consistent with a modern and inclusive vision of the country's development, thus oriented towards determining a qualified, fast, efficient, flexible public demand, strategically aimed at selecting and qualifying

offers by rewarding expertise, capacity and social needs, guaranteeing economic op- erators within the competitive process;

- the creation of a public procurement market for the sector capable of modulating sup- ply and demand to the various many needs and fulfilling the dual purpose of creating cleaning and sanitation services adapted to the changing needs of the country, while at the same time being a tool for promoting work, ensuring better economic and reg- ulatory conditions for workers, constituting a concrete driving force for development and new quality employment, with particular reference to the training of new skills and qualifications for workers employed by companies and cooperatives in the sector;
- the consequent implementation of a system of awarding contracts that, through the full exploitation of the potential of European law and Italian regulations on public con- tracts and concessions – especially with regard to the definition of the award criteria of the economically most advantageous offer in relation to the professional experience and qualification of employees, the maintenance of the quantity and quality of work, the recognition of collective bargaining – is able to achieve the maximisation of the economic resources available, in terms of job creation and services provided;
- to counteract any cases of dumping, and, within the scope of the above-mentioned contracts to be carried out exclusively with the criterion of the most economically advantageous offer, to implement the relevant provisions contained in the sector's col- lective contract "CCNL for personnel employed by companies providing cleaning and integrated/multi-services" as the first-level contract of exclusive reference, including for the management of relations with the workers concerned and compliance with the hourly cost tables issued by the Ministry of Labour;
- set aside the method (of the practice) of indiscriminate cuts in public spending on cleaning and sanitation services and therefore of contracts awarded in practice to the lowest bidder, which in light of the current context becomes a mistaken and even dangerous method for selecting bids for the health and safety of the population, in favour of awarding procedures that restore centrality to the qualitative components of the bid, in line with the European principles of so-called "strategic procurement", as resulting from the Commission's communication of 2011, as repeated in Art. 30 of the Public Procurement Code, Italian Legislative Decree 50/2016;
- promotion and qualification of the sector, also through an update of the relevant leg- islation, Italian Law 82/94;
- until the end of the emergency and for a period of time consistent with the forecasts of a complete restarting of the various areas of business, extension and strengthening of the social shock absorbers, with refinancing of the measures, with rapid disburse- ment times, for the economic support of companies and cooperatives in distress and of the workers involved, whose jobs must be safeguarded as a primary component of “value” of the sector's companies, especially within a model of “public procurement” centred on the promotion of the quality of supply that necessarily also depends on the quality of employment;
- in order to allow for a safe resumption of business, implement immunological screen- ing for workers in the sector working in healthcare facilities, as well as for contract workers in activities that are subject to the same diagnostic tests by national and/or regional

provisions. For staff employed in social and healthcare facilities, ensure the provision of personal protective equipment and other safety devices as a priority, in the same way as already envisaged by law for medical and nursing staff (see Article 5,

paragraph 5, Italian Decree-Law 18/2020).

The parties are making a joint commitment to use the sector's bilateral bodies, ASIM and ONBSI, to activate all possible instruments to support the sector through the available resources, with the expansion of health plans, the identification of support tools, and a broad communication campaign to promote and support the sector.

The parties agree that the context described above is an important factor to be con- sidered in the discussion of the renewal of the sectoral collective agreement. By common agreement, they have scheduled the resumption of the round table discussion on the CCNL starting on 23 June and the subsequent dates of 30 June and 7 July, with the will to define understandings aimed at signing the renewal agreement.

This with the purpose of giving the parties themselves – who in their respective roles continued to demonstrate a strong sense of responsibility even during this great emer- gency that the Facility Management sector is going through – rules based on certainty, stability, innovation, efficiency and competitiveness, to the benefit of the entire sector and the workers involved.

Rome, 23 June 2020

JOINT ANNOUNCEMENT FOR THE LEGALITY, COMPLIANCE AND TRANSPARENCY OF THE CLEANING, INTEGRATED/MULTI-SERVICE SECTOR

31 May 2011

The Social Partners stipulating the CCNL for cleaning and integrated/multi-services highlight the potential and capacity of the sector to develop qualified, stable employment thanks to a large number of large, medium and small enterprises capable of achieving important results in terms of quality of services offered.

The sector also represents a crucial support service, particularly in sensitive environments such as schools, hospitals and communities, and if properly supported is capable of ensuring new lawful employment, economic development and growth of the sector.

In recent years the social partners representing the sector have taken bold action to promote and implement rules aimed at ensuring the transparency and qualification of the cleaning and integrated/multi-service contracting sector, combating undocumented work and fostering the establishment of structured, compliant businesses, which have also been able to play a significant social role through the employment of more vulnerable segments of the labour market and the integration of immigrants.

Nonetheless, data recently emerged and shared by the parties show a growth in shady business practices that places the sector among those most at risk in the use of undocu- mented labour, with large swathes of the market covered by pseudo-entrepreneurial oper- ators that are not in compliance with their taxes, social security contributions, regulations and collective labour contracts.

These practices appear to the Social Partners to be growing at an alarming rate, in parallel with the economic and financial difficulties not only of the state, local authorities and public administrations, but also of many private clients which, finding themselves obliged to contain costs as a matter of immediate priority, entrust the management of services at prices that are not compatible with lawful business management and labour costs.

The economic crisis, public spending cuts and the stability pact may contribute to further market disruption. It must be avoided that interventions only result in a general- ised reduction of services and an interruption of the necessary expenditure qualification processes.

In this well-known period of critical public finances, it seems incumbent on the signatories to point out how a different method for calculating IRAP could make this tax, which is particularly burdensome for labour-intensive companies, more suitable to the real characteristics of the sector.

The Social Partners therefore sign this Joint Announcement as a means necessary to continue to act with subsequent joint and shared actions vis-à-vis the institutions, parliament, the government and the regulatory and supervisory authorities, binding such Parties to remain consistent in their relations with each other and with third parties.

The Parties consider that joint support initiatives on issues shared by all the trade unions and employers' organisations that are signatories to this Joint Announcement can also be carried out by the Bilateral Sectoral Body.

The Parties therefore agree on the following actions:

1) **Fighting undeclared work** - The sector has enormous potential to guarantee stable employment (more than 95% of regular employment relationships are permanent con- tracts) and to maintain it through the social clause in the collective contract, in social groups at risk of exclusion such as non-EU and female labour.

If properly supported, businesses can act as an important development driver for the entire country, considering the sector's numbers (over 500,000 employees net of the large underground market) and the relative cost of job-creating investments, since these are very labour-intensive activities.

It therefore appears necessary to promote the reopening of an institutional dialogue with the government and the Ministry of Labour, specifically to ensure forms of coordi- nation between the Social Partners in the sector and the institutions in the fight against undeclared work, making use of the support of bilateral bodies and observatories when deemed necessary.

Therefore, institutional actors are requested to establish a structure composed of rep- resentatives of the Ministry of Labour, INPS, INAIL, as well as a representative of the Supervisory Authority on Public Contracts, with the aim of identifying, including based on reports from the sector Social Partners, possible critical situations at risk of evasion/ avoidance of laws and national collective labour contracts, with related economic damage to tax revenues.

2) **Regularity and fairness of contributions** - The Parties are convinced that another tool to fight against unlawfulness in procurement is the effective verification of contrac- tors' and subcontractors' compliance with tax and social security payments. The verifi- cation envisaged by current regulations, i.e. the Certificate of Social Security Compliance (DURC), has a limitation that is well known among those working in the sector, as the certification of a compliant social security relationship maintained by periodic payments does not mean that those payments correspond to what is actually due to workers, social security institutions and mutual benefit institutions as envisaged by law.

Therefore the Parties agree to ask the legislature for an amendment to the law in ques- tion, in order to obtain a document proving the correspondence between the payments made and what is actually due from the contractor.

In this same perspective, the Parties also agree on the importance and urgency of de- fining with the Ministry of Labour and Social Policies the methods to include in the DURC for checking the correspondence between the amount of manual labour with the specific contract awarded, as envisaged in Article 118, paragraph 6 bis, of Italian Legislative De- cree 163/2006 (public contracts code), including through forms of cooperation with the national bilateral sectoral organisation.

3) **Joint liability** - The Parties reiterate that a tool that can be used to combat unlawful- ness in procurement is to take action against both the non-compliant company and those principals who are deriving economic benefits from the contract by failing to perform the necessary checks.

They therefore consider it essential and urgent to ask the legislature to supplement the regulations on joint liability in order to introduce effective solutions that induce principals to

adopt "virtuous" behaviour in the contracting sector, through an effective verification of the compliance of contractors and subcontractors, at least with respect to the matters for

which the principal is jointly liable (payroll, contribution payments, safety at work, supplementary social security).

4) **Respect for the sector's national collective contract** - The Parties agree to de- velop joint actions for full compliance with the CCNL of cleaning and integrated/multi-ser- vice companies, including the social clause, in public and private job contracts having as their subject the services falling within the scope of the CCNL. To this end, the parties will continue their actions to counter negative phenomena such as the application of labour contracts signed by parties who are not legal representatives, or the application of CCNLs relating to other sectors or to other types of companies with the aim of reducing the eco- nomic and regulatory rights of employees in the sector through the use of negative social dumping practices.

5) **Criteria for the awarding of public contracts** – The awarding of service contracts must be based primarily on the use of the economically most advantageous offer using parameters consistent with this criterion that are capable of protecting employment, the cost of labour as determined pursuant to art. 86 of Italian Legislative Decree no. 163/2006 and safety at work, in a logic of sustainability of the contracts, giving priority to the quality of the work. The maximum discount is a criterion that is useful only for contracts where the contractual provisions and performance are clearly defined ahead of time, guaranteeing the protection of the workers engaged in them in any condition, with priority ascribed to safety at work.

In order to ensure transparency of tender documents in the sector, they must specify the CCNL for cleaning and integrated/multi-service companies.

For the same reason, the scope of the electronic auction should be restricted by ex- cluding this means for service contracts when an organisational plan of the service has to be defined at the same time as the economic offer. In this sector this results in competition between companies based on compressed labour costing.

It is important to reiterate that the bids submitted must be consistent with the cost of labour identified at the ministerial level based on the provisions contained in the CCNL and the rules on social security and taxation, as envisaged in Articles 86, 87 and 89 of Ital- ian Legislative Decree no. 163/2006. Similarly, the compliance of second-level contracts with the CCNL where they exist, as well as with social security and tax obligations, must be a parameter for verifying the lawfulness of the performance of the contract, providing for appropriate sanctions – including the termination of the contract – in ascertained cases of non-compliance.

6) **Governance of subcontracts**: The subject of subcontracting requires special at- tention as it poses specific critical issues that are often overlooked by the contracting authorities but that can have destabilising effects on the sector.

One of the main critical issues, which fuels the phenomenon of undeclared and un- lawful work, arises from the "combination" between the rule regulating the subcontracting fee – which must be calibrated on the contract price, with a discount of no more than 20% (Art. 118 of Italian Legislative Decree no. 163/2006) – and tenders launched and/or award- ed in violation of the regulations in force below what is defined in the ministerial tables: this entails the risk of partial or total non-compliance with laws and national collective bargaining and supplementary territorial agreements where they exist.

The regulatory action should also lead to standardising the regulation of joint liability in

contracting and subcontracting, eliminating regulatory differences that are not justified in the presence of contracts that have essentially the same constituent elements.

7) **Delayed payments** - Businesses in the sector suffer from the serious situation of late payments by public bodies. These delays have reached a size of more than 50% of the sector's turnover, with particularly serious consequences since they are labour-inten- sive businesses.

The burden of this situation poses serious problems for companies due to the neg- ative impact on their investment and development programmes and inordinate financial burdens, often on a scale far greater than the anticipated business risk that they must deal with.

Since the companies must still regularly pay workers their wages, the Social Partners mutually acknowledge that this issue is of common interest, and that the search for solu- tions, including through joint action, is a shared objective.

After a defined period of ascertained arrears, measures must be taken to ensure the payment of what is owed to the company.

Otherwise, creditor companies should be able to be protected until the settlement of the certain claim by means of specific actions, e.g. temporary corresponding fiscal, social security offsets.

8) **Price revisions** - The institution of price revision is recognised in the law (Article 115 of Italian Legislative Decree no. 163/2006) as well as in case law. Nonetheless, both in the current times of economic difficulty and in more prosperous times the unequal balance of power between principal and contractor renders any slight increase in the contract fees effectively unrecoverable.

The Social Partners share the need for action, in particular to ensure that cost increas- es resulting from the CCNL are recognised by public and private customers. All this also in order to avoid a cost increase that is not adequately recognised by customers having possible negative repercussions, including the risk of penalising the quality of services provided.

9) **Company register** – Amendments to Italian Law no. 82/1994 and to Ministerial Decree no. 274/1997. The signatories to this Joint Announcement share the path initiated by the government regarding the simplification and streamlining of business activities. However, it must be emphasised that such principles, applied without caution and without specificity in the sector, would present a very high risk of increasing the already high rate of irregularities.

It remains essential to prevent the entry of new players operating on a “hit and run” basis from producing potentially devastating effects for compliant companies that would lose market share, for workers who would be at risk of losing wages and contributions as well as jobs, and with principals more exposed to the legal consequences of joint liability. In this sense, the parties will propose changes to the legislature in the direction of openness at the entry stage, but at the same time of greater qualification of the most sta- ble companies at a later stage and in public contracts above defined thresholds.

Similarly, the Parties will propose sectoral regulations to govern subcontracting in or- der to avoid its misuse, in a logic of qualitative selection of services.

10) **Crisis management** - The signatories reiterate the need to ensure that the an- nounced cost cuts do not result only in a reduction in services instead of processes to qualify expenditures, safeguarding the consistency of the fees to companies, the protec- tion of employment and workers' income while respecting a quality of service that is in any case appropriate for a service of public utility, especially in sensitive environments such as health facilities, schools, etc.

In order to avoid such situations, it is necessary to set up a permanent round table with the ministries concerned to monitor them, identifying alternative solutions with a view to safeguarding and qualifying employment and business structures.

The parties recognise that the social shock absorbers being abrogated have made it possible to deal with the employment repercussions that have characterised the labour market in recent months, as a result of the economic and financial crisis that led the con- tracting authorities to implement continuous cuts and the discontinuation of services.

In view of the fact that estimates for the recovery are still uncertain and that the finan- cial plan envisages measures that will also have an impact on the public sector, which will weaken the labour market in the coming years, pending work on the announced reform of the social shock absorbers, the parties agree on the need to refinance the social shock absorbers being abrogated, so as not to deprive the sector of an adequate social protec- tion system.

11) **Insolvency proceedings of the principal** - Due to the fact that companies in the sector carry out activities that predominantly involve employing personnel who work on the premises of customers, the parties consider proposing a legislative amendment that recognises the preferential nature of the remuneration due to contractors and sub-con- tractors and the wages of their employees as a privileged claim.

12) **Gender policies** - The parties agree on the need to implement common and con- crete actions against the forms of discrimination occurring in the sector also through the more punctual application of the existing regulations on equal opportunities (Italian Law no. 125/1991 and Italian Legislative Decree no. 198/2006 and Italian Legislative Decree no. 5/2010).

More specifically, they note the current poor relationship between the high number of female workers employed in the sector and their meagre presence in management and executive roles. To this end, the parties will take steps to promote instruments capable of resolving these differences, including by improving the functioning of the Equal Opportu- nities Commission envisaged in the CCNL for the trade.

Supplement to the Joint Announcement submitted to the Ministry of Labour on 4 November 2010

With regard to the new Regulation implementing the Public Contracts Code (Italian Presidential Decree 207/10), the Parties note an aspect that they consider negative and worsening with respect to the previous regulation contained in Prime Ministerial Decree 117/99, and which was to be transposed in the Regulation. In fact, Article 286 of the Regulation concerning the award criterion according to the economically most advantageous offer in the cleaning sector radically changes the way in which scores are assigned to the economic element, transforming tenders called with this criterion into tenders with a maximum discount.

The Parties recall that the original Italian Prime Ministerial Decree 117/99 was issued at the proposal of the Ministry of Labour as part of a framework of support measures for the sector that had been identified following national contract negotiations.

The Parties therefore consider it urgent and necessary to intervene so as to restore a procedure that allows for the promotion of businesses with greater technical, planning and organisational capacities as well as more attention to the respect of the rules, of the col- lective labour contracts signed by the most representative trade union organisations and of the objectives of sustainable development pursued at a European and national level.

REPORT C/O MINISTRY OF LABOUR 3 AUGUST 2011

MINISTRY OF LABOUR AND SOCIAL POLICIES
Directorate-General for the Protection of Working Conditions - Div. 7

On 3 August 2011, at the Directorate General for the Protection of Working Conditions of the undersigned Ministry, in the presence of Mr. Paolo Reboani, Mr. Giuseppe Mastro- pietro, Mr. Francesco Cipriani and Ms. Fabiana Natale, a meeting was held on the subject of the CCNL for cleaning and integrated/multi-service companies.

The following were present:

- for FISE ANIP, Donatello Miccoli, Massimo Diamante, Antonello Cammarota, Claudia Giuliani, Luca Fantin and Roberto Strazzuso for Unione Industriali di Torino;
- for LEGACOOP SERVIZI, Gianfranco Piseri, Fabrizio Bolzoni, Paola Ferri and Andrea Testoni;
- for CONFCOOPERATIVE FEDERLAVORO, Andrea Gioeni, Giuseppe Gallinari and Leonardo Traino;
- for UNION SERVIZI CONFAPI, Raimondo Giglio, Gian Luca Cocola and Armando Occhipinti;
- for AGCI SERVIZI, Nicola Ascalone;
- for FILCAMS CGIL Nazionale, Elisa Camellini and Luciana Mastrocola;
- for FISASCAT CISL Nazionale Pierangelo Raineri, Giovanni Pirulli, Alfredo Magnifico and Stefano Diociaiuti;
- for UILTRASPORTI UIL Nazionale, Ubaldo Conti and Marco Verzari.

At today's meeting the Parties provided the Ministry with the hypothesis of the agreement signed on 31 May 2011, which they here ratified and confirmed as the final con- tractual text, the effects of which take effect as from 1 June 2011 with reference to the contractual period from 1 January 2010 to 30 April 2013.

The text of the contract is therefore attached to this report, forming an integral and essential part thereof.

In illustrating the Joint Announcement, the social partners confirmed the need for the implementation of a system of rules aimed at avoiding circumvention and violations of the law and contracts in the sector. To this end, the same social partners called for a joint round table to be set up at the ministerial level to deal with the points set out in the afore- mentioned Joint Announcement.

Having taken note of the requests made, the Ministry of Labour pointed out that a broader process of discussion between the government and the social partners had been initiated, which would soon lead to an examination of many of the issues raised today, and which moreover were common to other production sectors.

That being said, the Ministry declared its readiness to start the round of discussions as early as next September

for some of the issues raised, which may be followed by the examination of other is- sues

related to the above-mentioned discussion in government.

With regard to the drafting of labour cost tables for the new contract, the Parties will be convened at this ministerial office in mid-September.

Read, confirmed and signed.

CODE GOVERNING THE RIGHT TO STRIKE - PROCEDURE FOR THE COOLING-OFF AND CONCILIATION OF COLLECTIVE DISPUTES

AGREEMENT 15 JANUARY 2002

CODE GOVERNING THE EXERCISE OF THE RIGHT TO STRIKE FOR WORKERS EMPLOYED BY CLEANING AND INTEGRATED/MULTI-SERVICE COMPANIES ONLY FOR PUBLIC SERVICES DEEMED ESSENTIAL PURSUANT TO ITALIAN LAW NO. 146 OF 12 JUNE 1990, AS AMENDED BY ITALIAN LAW NO. 83 OF 11 APRIL 2000.

UNION AGREEMENT 15 JANUARY 2002

Art. 1
Preventive attempt at conciliation

1. Pursuant to Article 2, paragraph 2, of Italian Law no. 146/1990, prior to the proclamation of a strike, the stipulating parties, in their respective areas of competence, shall carry out a preliminary attempt at conciliation in application of the attached cooling-off and conciliation procedure established by this CCNL.

Art. 2
Proclamation and notice

1. The carrying out of each individual abstention from work shall be preceded by a spe- cific written proclamation containing the reasons for the strike, an indication of the date and time of the beginning and end of the abstention as well as an indication of the geographical extent of the abstention.
2. The written proclamation shall be published by the relevant trade union level at least 10 days in advance of the strike, both to the company and to the office set up at the authority competent to adopt the order referred to in Article 8 of Italian Law no. 146/1990.
3. In the event of a national strike, written notice is given by the national trade unions to the national employers' associations, which forward it to the companies. In such cases the trade unions are required to provide at least 12 days' notice.

Art. 3
Duration

1. The first strike for any type of dispute may not exceed the duration of one working day.
2. Abstentions following the first one and relating to the same dispute may not exceed two working days.
3. Abstentions from work – including during the first strike – lasting less than a working day shall be carried out in a single period of continuous duration, and in any case shall be carried

out at the beginning or end of each individual shift in such a way as to keep disruption to users to a minimum.

Art. 4
Interval between successive abstentions from work

1. An interval of at least three days must be ensured between the abstention from work and the proclamation of the next one, even if related to the same dispute and even if proclaimed by different trade unions.

Art. 5 Suspension
of the strike

1. Strikes of any kind, whether declared or in progress, shall be immediately suspended in the event of exceptional or particularly serious events or natural disasters requiring the immediate resumption of work.

Art. 6
Fulfilments of the company and standardisation of the service

1. Pursuant to and for the purposes of Article 2, paragraph 6, of Italian Law no. 146/1990, at least 5 days before the beginning of the abstention from work the company shall notify users in the appropriate form about the trade union proclamation referred to in Article 2 above, of the methods and times services will be provided during the strike and the measures for the full reactivation thereof.
2. In the case of contracted work, the aforementioned notice shall also be sent by the company to the principal.
3. When requested, the company must also promptly provide the Guarantee Commis- sion with information concerning strikes proclaimed and carried out, cancellations, suspensions or postponements of proclaimed strikes, the reasons for them, and the causes of the conflicts.
4. Failure to comply with paragraphs 1 and 3 shall be sanctioned in accordance with Article 4, paragraphs 4 et seq., of Italian Law no. 146/1990.
5. In order to enable the company to guarantee and inform users of the prompt resump- tion of the service, at the end of the strike the employees must respect the time and manner of resumption of the service, as indicated in the strike proclamation.
6. Consequently, no initiatives must be taken that jeopardise such resumption, and em- ployees must ensure an adequate availability to allow the prompt normalisation of the service, including by resorting to overtime or extra hours in accordance with the provisions of the CCNL.

Art. 7
Identification of indispensable services

1. Indispensable services within the meaning of Italian Law no. 146/1990 are those relat- ing to:

a) services in operating theatres, recovery rooms, emergency rooms and sanitary facili- ties in healthcare and hospital environments;

b) services in nurseries, pre-schools and primary schools and community services of special significance (prisons; barracks; hospices), with particular regard to hygiene

services; the collection of waste in special environments (e.g. canteens, refectories, etc.) in the services referred to in this point;

c) services in venues used for first aid, infirmary and restrooms at airports and similar facilities;

d) management and control of facilities and related safety services instrumental to the provision of essential public services.

2. The cleaning services instrumental to the provision of essential public services shall be ensured in such a way as to guarantee the functionality of 50% of the toilets intended for users, as well as the removal of organic, noxious and malodorous waste, in order to guarantee the usability of the premises and/or means of transport in such a way as to allow the provision of essential public services.

Art. 8

Identification of workers to be included in the essential services plan

A) The indispensable services referred to in Article 7 above shall be guaranteed by the personnel strictly necessary for their full performance.

The company shall prepare the service plan of the indispensable services, as iden- tified above, and the relevant staff quotas in implementation of the provisions of the preceding paragraph within 20 days of the Guarantee Commission's assessment of the suitability of this Code.

The service plan of essential services prepared by the company shall be subject to pri- or notice and examination by the company and the unitary union representative body, or, failing that, company union representatives, within 10 days after the expiry of the 20-day period referred to in the preceding paragraph.

In the event of a major disagreement, the parties may refer the matter to the Prefect, who will decide on the matter.

The defined plan remains valid until it needs to be modified due to changes in the range of essential services identified nationally. In such a case the company will repeat the procedure set out in paragraphs 2 et seq.

Where collective understandings and agreements exist regarding the identification of workers to be included in the service plan, these will be reviewed and amended by mutual agreement within 30 days.

B) For the purposes of drawing up the service plan of indispensable services, the criteria for identifying workers to be assigned to the services are as follows:

a) alphabetical order by uniform categories of workers professionally suited to perform the tasks and duties related to the services to be provided;

b) priority identification of workers who, in rotation according to alphabetical order, have not been used in previous abstentions since the date of application of this Governing Code.

Workers who are either on rest or on holiday during the abstention from work shall not be included in the plan of essential services referred to in the preceding paragraph. For the next strike, these workers shall be the first to be included in the aforementioned plan, if they are on duty.

Taking into account the technical conditions of the work and the protections referred to in Article 9, the representatives of the unitary union representative body, or, if not established, of the company union representatives and/or the trade union organisa-

tions proclaiming the strike are also not included in the service plan for indispensable services.

The company shall make known the names of the company officers or their deputies entrusted with the implementation of the provisions of this Governing Code by means of a notice to be posted in the workplace in a timely manner.

The company supervisors or their deputies shall ensure that the list of personnel in- cluded in the plan of indispensable services is posted at the workplace at least five calendar days before the strike, specifying the names of the personnel and the specif- ic tasks related to the coverage of the services referred to in Article 7.

If the workers listed in the service plan are absent due to illness or injury on the date of the strike, the company shall call the next employees on the list, notifying them in good time.

The company shall promptly notify the unitary union representative body, or, if not established, the company union representatives, of the actions taken in the three preceding paragraphs, also providing them a copy of the list of personnel included in the indispensable services plan.

Art. 9

Protection of users, workers, facilities and vehicles

1. The personnel referred to in Article 8 above ensure the safety of users, the safety of workers and the preservation of the integrity of plant, machinery and vehicles.

Art. 10

Collective abstention from overtime

1. Pursuant to and for the purposes of resolution no. 98/776 adopted by the Guarantee Commission on 19/11/1998, the provisions of these regulations also apply in the event of collective abstention from overtime, except for those relating to a duration (Art. 3) that in any event may not exceed nine consecutive days for each individual collective abstention from overtime.

Art. 11

Scope of application

1. This Governing Code applies to workers in cleaning and integrated/multi-service companies, regardless of their legal form.
2. The aforementioned Code, with regard to the provision of indispensable services and the identification of workers who must guarantee them, implements the requirements of Italian Law no. 146/1990.

Art. 12

Safeguarding ongoing indispensable services

1. Indispensable services additional to the provisions of Article 7 that are already guaranteed based on the specificity and needs of the local region may be provided in accordance with the limits envisaged in Article 13, paragraph 1, letter a) of Italian Law

no. 146/1990 as amended by Italian Law No. 83/2000.

Art. 13
Sanctions

1. In compliance with Article 4, paragraph 1, of Italian Law no. 146/1990, workers who abstain from work in violation of the provisions of this Governing Code or who when requested to provide essential services fail to do so shall be subject to the disciplinary sanctions set forth in the current CCNL, commensurate with the severity of the infrac- tion, with the exclusion of measures terminating the relationship and those entailing definitive changes to it, without prejudice to the measures falling within the purview of the Guarantee Commission pursuant to Articles 4 et seq.

PROCEDURE FOR THE COOLING-OFF AND CONCILIATION OF COLLECTIVE DISPUTES, IMPLEMENTING ART. 2, PARAGRAPH 2 OF ITALIAN LAW NO. 146/1990.

Art. 1

Without prejudice to the fact that the interpretation of the provisions of the CCNL and the national agreements falls within the exclusive purview of the stipulating national par- ties in accordance with the procedures specified in the CCNL itself, collective disputes – excluding those relating to disciplinary measures – are subject to the following cooling-off and conciliation procedure, aimed at conflict prevention and/or settlement.

Art. 2

A) Company level

The responsibility for the initiative to activate this procedure at the company level is reserved to the unitary union representative body, or, if not established, the company un- ion representatives, constituted within the framework of the trade union signatories of the collective contract applied in the company, to which a specific mandate has been granted. The request for examination of the issue that is the cause of the collective dispute is made by the unitary union representative body, or, if not established, by the aforemen- tioned company union representatives, by submitting a specific request to the Company's Management, which must contain an indication of the reasons for the collective dispute and/or the provision of the CCNL or the national or company collective agreement in respect of which the grievance is to be brought.

Within two days from the date of receipt of the request, the company management convenes the unitary union representative body, or, if not established, the company union representatives for the examination referred to in the previous paragraph.

This stage must be completed within five days following the first meeting with the drafting of a specific report that, in the event of failure to reach agreement, will be submit- ted to the higher regional level.

B) Regional level

Within two days from the date of receipt of the report of failure to reach an agreement with the company, the representatives of the Employers' Association shall convene the competent territorial structures of the trade union organisations that are signatories to the collective contract applied at the company to examine the issue underlying the collective dispute.

This stage must be completed within two days following the first meeting with the drafting of a specific report that, in the event of failure to reach agreement, will be submit- ted to the higher national level.

C) National level

Within five days from the date of receipt of the report of failure to reach an agreement

with the regional office, the Employers' Association shall convene the relevant national trade associations to examine the issue underlying the collective dispute.

This stage is completed within 7 days after the first meeting, with the drafting of a specific report concluding the entire procedure.

Art. 3

In order to ensure continuity of service, the activation of the procedure suspends any actions of the parties that may have been taken. Similarly, until the conclusion of this procedure, registered workers may not take legal action on the matter in dispute, nor may strikes of any kind be proclaimed by the relevant trade union levels, nor may the company implement the matters in dispute.

Art. 4

If the party competent by level to issue the convocation fails to do so within the terms set forth in Art. 2, letters A), B) and C), this procedure shall be terminated. Consequently, as from the day following the expiry of the relevant terms, the provision in Article 3 shall cease to apply.

Art. 5

Consistent with the purpose set forth in Article 1, the parties competent by level to conduct the examination of the matter underlying the collective dispute shall nevertheless have the right to extend the relevant term in writing by mutual agreement.

Art. 6

Each of the parties competent to conduct the examination of the matter underlying the collective dispute at the regional level also has the option of not conducting the examina- tion at the higher level, notifying the national employers' and trade union organisations. In such case this procedure shall be deemed to be completed, and consequently as from the day following the date of the conclusion of the examination of such question the provision of Article 3 shall cease to apply.

Art. 7

The Parties acknowledge that they have fulfilled the provisions of Article 2, paragraph 2, of Italian Law no. 146/1990 concerning the definition of the contractual procedure for cooling-off and conciliation of collective disputes, which must be observed in all cases by all parties concerned.

Art. 8

Without prejudice to the provisions of the Inter-confederation Agreements relating to the procedures for the renewal of the CCNL, in cases of collective disputes falling within the purview of the national trade unions, the cooling-off and conciliation procedure to be followed pursuant to Article 2, paragraph 2, of Italian Law no. 146/1990 is as follows:

- within 5 days of receipt of the request for a meeting sent by the national trade unions, the national employers' associations shall convene the relevant offices to examine the issue underlying the collective dispute.
- this stage is completed within 7 days after the first meeting.

- if the parties do not agree to extend its duration, the procedure shall be deemed to be completed.
- if the party responsible for initiating the convocation fails to do so within the aforementioned terms, this procedure shall be deemed to have been completed.
  for the entire duration of the procedure, the provisions of Article 3 above remain unaffected.

GENERAL INDEX