

Letter of employment for foreign workers from outside the European Union, in accordance with present legislation

Mr.
via (street/road)..... no. Comune (Town)
provincia cap (postal code)

Place date

Employment contract between the company in the person of Mr.
..... and the employee Mr.

In accordance with present law and the CCNL (National Collective Labour Contract) for the sector, and given that under your own responsibility you declare that you possess:

- a regular residency card or
- a residency permit allowing you to be employed valid until
- a receipt proving a requested renewal of your residency permit

We inform you that we shall employ you on the following conditions:

1. You will start work on/..../.....
2. Type and duration of contract: for an indefinite period or for a pre-determined period as foreseen in the article in the legislative decree n. 368 of 6 Sept. 2001, and the article of the CCNL for the duration of..... months, up to/..../.... for the following reasons
3. Category-function-level: your function will be that of in the category, at the level in accordance with the CCNL.
4. Wage: as foreseen by the CCNL (if applicable), but may be adjusted to the company's negotiated contract.
5. Trial period: you accept a trial period lasting according to CCNL ruling (valid only for CCNL contracts which foresee the prolonging of the trial period initially established). If the employer and employee agree, the trial period can be prolonged up to/..../.... according to article of the CCNL in force.
During the trial period your work will consist of during this period both you and the employer may terminate their work agreement without prior notice and without any obligation of indemnity (indennità sostitutiva).
6. Registration in the pay book: you have been registered in the company's pay book as n. on page.....
7. Place of work: your place of work is in You may be transferred to a different place of work, or given different function as foreseen in article no. 2103 of the civil code and the CCNL, if necessitated by the company's technical/organisational and production requirements.
8. You direct superior and work colleagues: concerning work organisation you must contact Mr....., and scrupulously carry out all directives given.
9. Other conditions: pay, holiday periods, work timetables, advance notice and anything not mentioned in this labour contract are valid and applicable as foreseen in the rules and conditions established by the laws in force and the CCNL, and the company regulations and contracts. You are also obliged to respect the safety rules and regulations about which you will be informed.

Would you kindly sign this document in total acceptance of the above conditions.

The Employee

The Employer

signature

signature

Guide to the letter offering employment

- Function, category, level:

Function refers to the main activities the employee is required to perform; the function may be modified by the employer due to technical, organizational or production requirements. In this case the employer must offer the another position not inferior to his original one.

Depending on the type of work the employees are divided into four categories:

- blue collar workers (operai)
- white collar workers (impiegati)
- junior executives (quadri)
- senior executives (dirigenti)

The level corresponds to the minimum wage foreseen by the CCNL (the National Collective Labour Contract) for any specific activity.

Each category is scaled into various levels: according to the CCNL the worker may reach a superior level to his original one only if the worker may achieve a superior level to his original one only if the employer offers him a position requiring greater skill.

Before undertaking a new specific activity the worker must have a medical check-up and repeat the same at regular intervals. If the worker refuses, the employer cannot keep a check on this performance and consequently may not pay the worker. If the worker is no longer able to carry out the work specified in his contract he must inform his employer at once so that necessary measures can be taken.

- CCNL, company contract negotiation and regulation:

Labour relations are regulated by:

- labour legislation
- collective negotiation comprising both the CCNL of the category concerned (the one specified in the letter of employment), and the company contracts eventually applied. The company regulations and bulletins are also taken into consideration. For further explanations concerning the rights/duties of employer and employee the personnel office should be consulted.

The laws, collective contracts and regulations may change with time.

Certain rights may be recognised in a certain period of time, but not in others. Also collective contracts may differ from one sector to another, or even from one company to another, consequently what is recognised by one employer may not be recognised by another.

- Duration:

A work contract can be either of indefinite duration or of predetermined duration.

- Indefinite duration: the contract ends either when the worker gives in his notice, or when the employer has a justifiable motive for sacking the employee.
- Pre-determined duration: the employer for technical, organisational or production necessity declares in the work contract that the job will end by a certain date. If the worker and the employer agree, the pre-determined duration can be prolonged only once, for the total duration of not more than three years; or it can be renewed several times if, after the expiry date, the worker has been out of work for a period of time. The duration of this period depends on the duration of the first contract.

- Registration in the pay book:

The registration number and code number identifying the worker is noted in a compulsory pay book. The worker must be informed of the registration at the moment he is taken on; this guarantees that his job is legally recognised.

- Obligations concerning his stay in Italy:

The worker with a residency permit must periodically renew his permit at the police headquarters in the place he lives in. The request must be made:

- at least 90 days before the expiry date if his job is of indefinite duration,
- at last 60 days before expiry if his job is pre-determined duration
- at least 30 days in advance if his job is seasonal.

If the residency permit expires without a request for renewal being made, the employer cannot accept the presence of the worker in the company, and is entitled to suspend payment. If two months have passed since expiry, a renewal can be refused. After some years of permanency in Italy a "resident card" of indefinite duration can be acquired. The residency card does not require renewal and can be used as an identification document; the other advantages are that you can enter Italy without a visa and take on any legal activity, except those specifically reserved for Italian citizens, and you are also entitled to all the services offered by the public administration, unless otherwise stated.

- Loyalty to the employer:

While working for this employer the worker cannot work for another even during recognised holiday periods or concession of temporary suspension from work or for any other cause. The worker cannot work for another employer operating in the same activity as the company he is already working for, and he cannot give information on the organisation and production methods of his present employer, or use it to the detriment of the company.

- Working hours:

In the letter offering employment the number of working hours and their distribution during the day is specified. The employer can change the timetable both concerning the number of hours and their distribution, according to what is foreseen by law and the CCNL.

The hours worked beyond the established timetable are called "overtime" and are paid extra in accordance with the CCNL agreement, which also establishes the maximum quantity, but modifiable at company level. The employee must be at his place of work at the time established and begin his work. If he is late without due justification his employer is entitled to deduct from his pay the periods of time he hasn't worked according to the rules established by the CCNL, and disciplinary measures can be taken.

If the worker needs to stay at home he must first ask permission.

If he is off work because of illness or injury he must inform his employer as soon as possible and present a medical certificate.

If he is in the blue collar category he must also inform INPS (Social Security Office) of his absence no later than two days from the issue of his medical certificate. During his illness his employer may make a spot check on the employee's presence at home between 10 a.m. and 12 a.m. or between 5 p.m. and 7 p.m. any day of the week. If the employee changes residency or has to be out during these periods of time he must notify the company.

- Trial Period:

During this period of time both the employer and the employee can terminate their work agreement: no justification is required. The length of the trial period is established by the CCNL, but can be prolonged by mutual agreement of both parties in particular circumstances. Generally if the employee doesn't work due to national festivities, holidays, periods of illness or injury, the trial period is suspended until he takes up work again.

- Advance notice and eventual indemnity (indennità sostitutiva):

If the employee with a work contract of indefinite duration wants to leave his job his decision must be communicated in advance by letter to his employer. The length of time for the advance notice is established by the CCNL. During this period the employee is paid and must respect his work obligations. If he does not give notice or does not complete the advance notice period his employer may deduct from his wage the sum corresponding to the advance notice period - (in Italian this deduction is known as "indennità sostitutiva del preavviso"). The employer too must respect the advance notice period established by law if he wishes to dismiss an employee with an indefinite duration contract, unless there are very serious motives for dismissal.

– Wages:

An employee's wage comprises three elements - direct, indirect and deferred:

1. The basic minimum wage established by the CCNL according to the category and level of work, and eventual additions offered by the employer (superminimum, bonuses), increases and indemnities applied by the CCNL in particular circumstances such as overtime, national holiday and night duty, and also supplementary company contract agreements.
2. Indirect payment made when the employee is not at work: for example paid holiday period, leave of absence, national holidays, illness and work injuries.
3. Deferred payment: Sums put aside for the future; for example payment of a 13th month received at the end of each year, and a monthly sum which increases progressively contributing to the TFR, (an indemnity paid out when the employee stops working for the company). A summary of these elements will be handed out with his pay.
The summary includes the overall sum corresponding to the various elements as foreseen in the CCNL contract. The employer deducts the taxes which are paid directly to the Italian government and also the contributions for the employee's pension. What remains is the net sum received by the employee.

– Place of work (sede di lavoro), change of place of work (trasferimento), transfer (trasferta):

"Trasferimento" is a permanent change of the employee's usual place of work.

"Trasferta" is an occasional transfer from the usual place of work for a specified period of time.

The employer can make these changes if justified by the company's requirements. The employee cannot refuse these changes but may receive indemnity according to his contract.

– Safety regulations:

The employee must carry out his work according to the safety regulations and must always use the protective equipment given to him. If he doesn't observe the regulations he is putting his own health at risk, and his employer can take disciplinary measures against him - (payment of fines, official complaints, suspension from work and from pay). If situations occur putting the employee and his colleagues at risk, their direct superior must be informed immediately so as to prevent accidents.

– The direct superior and work relations with colleagues:

For all information on how his work is to be carried out the employee must refer to his direct superior named in his letter of employment. For further information on his pay and the various regulations, he should go to the personnel office.