



CONFINDUSTRIA BERGAMO

**Metalworking and Mechanical Engineering Industry
Collective Agreement**

Contracting parties: Federmeccanica, Assistal, Fim, Uilm

Date of signing: 05.12.2012

Effective Date: 01.01.2013

Expiry date: 31.12.2015

Level	Positions	Minimum tabular monthly remuneration in Euros ¹	
		1 st January 2014	1 st January 2015
1	Unskilled blue-collar workers	1,266.57	1,297.81
2	Lower-level white-collar workers, unskilled blue-collar workers	1,396.02	1,432.58
3	Lower-level white-collar workers, skilled blue-collar workers	1,545.50	1,588.63
3S	Lower-level white-collar workers, skilled blue-collar workers	1,578.14	1,622.96
4	Lower-level white-collar workers, intermediate positions, skilled blue-collar workers	1,611.65	1,657.28
5	Higher-level white-collar workers, intermediate positions, specialized blue-collar workers	1,724.89	1,774.89
5S	Higher-level white-collar workers, intermediate positions	1,847.11	1,902.42
6	Highest level white-collar workers	1,981.60	2,040.98
7	Highest level white-collar workers	2,212.93	2,278.56
8	Middle managers	2,267.54	2,333.17

1. Allowances and other components of remuneration

Monthly Inflation Adjustment (so called *EDR*): fixed allowance of €10.33

Individual yearly component of ‘non-absorbable’ monthly aggregate ex CCNL (National Collective Bargaining Agreement) 20.1.2008: this is an amount of money which can be considered equal to 11 hours and 10 minutes which is recognized beginning from 2009 for the blue-collar workers who are working as of 31.12.2008.

Monthly instalments: 13

Daily coefficient: 26

Hourly coefficient: 173

Normal weekly working hours: 40 hours².

¹ The effective starting date of the minimum increases can be postponed by up to 12 months compared to the agreed timing (1st January 2014 and 1st January 2015) by company agreement:

- in order to meet the specific production requirements;
- in order to cope with crisis circumstances and to support start-ups;
- in order to support agreements aimed at improving productivity and to possibly enjoy the fiscal and social security contribution benefits which will be defined by the Government in relation to the Agreement “Guidelines for the increase of productivity and competitiveness in Italy” («Linee programmatiche per la crescita della produttività e della competitività in Italia»).

² For plants that need to be manned continuously 7 days a week, the normal working hours will be calculated taking a multi-week average with a maximum of 48 hours a week. For working hours in the iron and steel industry, please see chapter III article 5(4) of the CCNL.



2. Other contractual elements

2a. Remunerative elements

Company and performance related bonuses: can be provided for in “second level” bargaining (company or territorial). The (yearly) bonuses are calculated only on the basis of the results achieved through the completion of programmes aimed at increasing productivity, quality, profitability or results linked to the financial performance of the company. The amount of the bonus cannot be calculated in advance and can be completely variable.

Equalization payment: is an amount of €485 (included in the salary for June) paid annually as of 2014 for employees who as of 1st January of every year, appear as being hired in companies without “second level” bargaining relative to the performance bonus or other forms of remuneration tied to contributions (e.g. individual or collective extra contractual allowance, yearly bonus etc.).

Travel:

Travel allowance as from 1.1.2014:

- Total allowance: €42.80
- Portion for meals (afternoon or evening): €11.72
- Portion for overnight stay: €19.36.

The travel allowance can be replaced, even partially, with a refund of the actual travel expenses incurred (relative to normal means of transport), other costs incurred in the business trip and expenses for food and lodging, if the type of trip entails costs of such a nature.

The company must grant the allowance continuously:

- for all the days from the beginning to the end of the trip, including public holidays, and the sixth day of the week (if the weekly working hours are spread over 5 days);
- even for the days when work is suspended for reasons beyond the employee’s control. In this case, it will be calculated as from the starting time.

As regards how the allowance is paid, please see Chapter I article 7(4) of the 05.12.2012 agreement. N.B. the allowance is increased by 10% for employees who go on business trips in high mountainous regions or in underground areas.

Travelling time allowance: payment to be given to employees on business trips (excluding management) for the travelling time spent to reach the destination and *vice versa*:

- the normal remuneration for the whole time that corresponds to the normal daily working hours;
- payment of 85% (of the regular gross hourly remuneration without increases) for the hours that exceed the regular working hours.

Illness and injury: in this case the company must pay out the subsistence allowance for a maximum period of 10 days. If the employee is admitted to hospital or to a health clinic, the company must pay out the allowance until the day of hospitalization. During hospitalization, the company pays only the portion for the overnight stay for a maximum of 15 days.

Leave: the employee can, on submitting a written request, have permission to take a minimum leave of 3 days, of which 1 is paid if the transfer lasts for more than 4 months uninterrupted.



Christmas Bonus: to be given usually on Christmas Eve. This bonus is of an amount equal to the total monthly salary. As regards employees on piecework, reference is made to the average hourly remuneration of the previous month, which equates to 173 hours.

Automatic length of service increase: 5 biennials according to these measures:

Level	Increments (€)
1	18.49
2	21.59
3 - 3S	25.05
4	26.75
5	29.64
5S	32.43
6	36.41
7 - 8	40.96

If the employee passes to a higher level, he/she retains the length of service in order to calculate the periodic length of service increases and their number.

Transitional regulations: please see agreement 20.01.2008 for employees that were already working in the company as of 16.07.1979 and for employees hired before January 1st 1990 under 20 years of age.

Overtime: overtime work is allowed but limited to 2 hours per day and 8 hours per week, up to a maximum of 200 hours per year for every employee.

Maximum of 250-hour per year limit for:

- companies with a maximum of 200 employees;
- companies in the business of shipbuilding and aviation repair;
- launching operations and testing at sea.

Maximum of 260-hour per year limit for maintenance, installation and assembly work.

Increases:

		Non Shift Work	Shift work
A	Overtime for first 2 hours	25%	25%
	Overtime for subsequent hours	30%	30%
B	Night until 22.00	20%	15%
	Night beyond 22.00	30%	20%
C	Holiday	50%	50%
D	Holiday with compensatory rest	10%	10%
E	Overtime holiday	55%	55%
F	Holiday overtime with compensatory rest	35%	35%
G	Night overtime for first 2 hours	50%	40%
	Night overtime for subsequent hours	50%	45%
H	Night holiday	60%	60%
I	Night holiday with compensatory rest	35%	35%
L	Night holiday overtime	75%	65%
M	Night holiday overtime with compensatory rest	55%	50%
N	Saturday overtime beyond 2 hours	50%	50%



As of May 2008, the percentages for the increases are calculated taking the hourly remuneration and dividing the minimum tabular values, the periodic length of service increases, the performance increases and any other monthly allowances, by 173.

Overtime increases for repair and maintenance work: if the weekly working hours are spread over 5 days (from Monday to Friday), the extension of the overtime work is allowed beyond the 2 daily hours on Saturdays for repair and maintenance work (within the maximum weekly limit).

The percentages of b), h), and i) increase respectively to 25%, 65% and 40% for the hours between 22.00 and 6.00 for management and maintenance activity carried out by plant engineering companies with 24-hour shift work.

These percentages cannot be added to a more favorable remuneration already given by the Company, but they will apply if the more favorable remuneration does not completely offset the entire percentage increase (25%, 65% or 40%) due. .

The percentages for the increases are calculated by taking the hourly remuneration and dividing the minimum tabular values, the periodic length of service increases, the performance increases and any other monthly allowances, by 173.

Hour Bank: created on 1st January 2000 for all employees and for all the overtime hours worked. If the overtime hours are put in the Hour Bank, the company pays out 50% of the increases (inclusive of everything) provided for the different types of overtime. The breaks set aside will have to be used by the single worker according to the rules applying to paid leave. At the end of the period, the hours set aside are paid with the remuneration at that time.

On-call allowance: cannot exceed 2 consecutive weeks over a 4-week period, and not include more than 6 consecutive days. Companies pay a specific remuneration, differentiating it however from the remuneration paid for call-out services that cannot be accumulated.

The remuneration must not be less than the amounts below:

Level	DAILY RATE as from 01.01.2014			WEEKLY RATE as from 01.01.2014		
	16 hours (working day)	24 hours (day off)	24 holiday hours	6 days	6 days with holiday	6 days with holiday and day off
1 – 2 – 3 – 3S	4.82	7.22	7.81	31.30	31.89	34.29
4 – 5	5.72	8.99	9.63	37.61	38.25	41.52
Above the 5 th	6.58	10.81	11.40	43.71	44.30	48.52

The hourly amount is calculated by dividing the amounts in the first column by 16.

From the moment when the call is received, and for the time required to reach the call-out location and back, 85% of the regular hourly gross remuneration without increases is paid.

For every call followed by an actual call-out visit, the company must also pay a fee of €5.00. The allowance includes the knock-on effect on direct and indirect remuneration, both legal and contractual. This allowance is not taken into account when calculating severance payment (TFR).



Allowance for harsh locations, mountainous areas (above 1,500 metres) or underground areas: to be agreed between the company and the worker;

Allowance for money management: a monthly allowance equal to 6% of the minimum tabular values of the level to which the employee belongs.

Discontinuous duties: the following positions are considered as being “discontinuous”:

- chauffeurs,
- motor-boat pilots,
- nurses,
- officers involved with the production cabins and transformation of electrical energy,
- officers involved with security, safeguarding and management of devices even with occasional maintenance and servicing,
- officers involved with fire extinction,
- delivery man,
- ushers,
- housekeepers,
- guardians,
- porters,
- night and day watchmen.

These employees can be hired for a regular working week of 40, 44, 48 hours. As regards employees hired for 48 hours, the working week will be calculated over an average duration in a period not exceeding 12 months.

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- Discontinuous employees already hired to work 10 hours a day → The regular working week is 48 hours.
 - Discontinuous employees already hired to work 9 hours a day → The regular working week is 44 hours.
 - Discontinuous employees already hired to work 8 hours a day → The regular working week is 40 hours.
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The hours worked between 40 to 44 or to 48 will be paid with hourly remuneration amounts without the increases provided for by overtime work.

Piecework, guaranteed increase: the piecework rates must be fixed in a way to guarantee earnings not less than the percentages below:

Level	1 st January 2014	1 st January 2015
1	0.89%	0.87%
2	0.94%	0.92%
3 - 3S	1.00%	0.98%
4	1.05%	1.03%
5	1.04%	1.02%
5S	1.04%	1.01%

If the piecework employee is unable to reach these limits, the remuneration will be increased until the minimum is reached.

Employment termination payment: within 30 days from the publication date of the ISTAT (National Statistics Institute) index.



2b. Working hours

Holidays: the consecutive and total holiday period cannot exceed a period of 3 weeks (unless otherwise agreed).

The week will be calculated over 5 working days if the weekly working hours are distributed over 5 days.

The week will be calculated over 6 working days if the weekly working hours are distributed over 6 days.

Length of service	Period
Up to 10 years completed.	4 weeks
Beyond 10 years and up to 18 years completed.	4 weeks + 1 day
Beyond 18 completed years.	5 weeks

For blue-collar workers on the payroll as of 31/12/2007:

- as from 01/01/2008, they start to accrue the necessary length of service to have the right to additional holidays shown in the table;
- an additional day of holiday is recognized if, as of 01/01/2008, the employee has 10 years length of service in the company, and is 55 years of age.

Paid leave:

Unions:

- To the employees who are members of the national and regional governing bodies of the trade union Confederations, of the management Committees, of the national federations, and of the regional Unions of the metalworkers, in order to perform their duties. → 24 hours for every quarter
- For production units that employ up to 200 employees. → The RSU (Unitary Workplace Union Structure) has the right to, in total, at least one hour and 30 minutes per year for every employee.
- In companies with at least 10 employees → Every employee is entitled to 8 hours per year for workers' assembly

Bereavement and severe sickness:

In the case of death or severe illness (documented) of the spouse or of a second-degree relative or members of the family. → 3 days per year



Students and right to education:

Students are put into work shifts that make it easier for them to attend lessons and to prepare for examinations. Furthermore, they will not have to work overtime, or work during days off.

▪ For university examinations or for examination sessions in other cases	→	For every day in which an examination takes place and for the 2 working days prior to each examination.
▪ Right to education	→	150 hours per capita for three years. The student can also use these hours in only one year. To attend experimental courses in order to make up for compulsory education; for the literacy of adults and for literacy in Italian of foreign employees, the hours of paid leave become 250.
▪ Employees who are attending the last triennium to obtain the middle school diploma.	→	40 paid hours that cannot be accumulated (for not more than 3 years during employment), together with the relative leaves for examinations.

The number of employees who do not work in order to attend study courses and professional training courses must not exceed 2% of the total workforce and anyhow not more than 3% of the total payroll.

Continuing education:

Employees can use paid leave to attend training courses in order to improve their professional education. They have 150 hours over a three-year period, which can also be used up in only one year, as long as the course runs for double the amount of hours than those requested for paid leave. The number of employees who do not work in order to attend study courses and professional training courses must not exceed 2% of the total workforce and anyhow not more than 3% of the total payroll.

RLS (Employees' Representatives for health and safety):

▪ In production units that employ between 50 and 100 employees.	→	50 hours annually
▪ In production units that employ more than 100 employees.	→	70 hours annually

Paid time off: employees have 13 blocks of paid leave per year of 8 hours each (for a total of 104 hours)³.

Following a joint analysis performed by the management and the union representatives, part of this leave (up to a maximum of 5 blocks) can be used collectively. Besides, following the said analysis it can be decided to prevent employees from using 3 of the said blocks within the year. If the employee does not request payment of the leave by November, then it is set aside in the “individual hour bank”.

Employees can use other leave (together with leave not collectively used) by submitting a request at least 10 days in advance. In order to use the leave, 5% of the employees regularly on shift cannot be absent for the same reason. The leave that employees do not use by the end of the year goes into

³ As of January 1st 2002 (January 1st 2000 for employees in the steel industry), shift workers that work with schedules of 15 or more weekly shifts (including night shifts and/or those on Saturday or Sunday) have a further annual paid leave of 8 hours.



the “individual hour bank” for the next 24 months. Even if at the end of this period employees have not used up all the hours set aside, these hours are paid according to the remuneration rates in place at that time.

Public holidays: public holidays are those provided for by law, as well the local patron saint’s day. The 4th November: remunerated as a public holiday that falls on a Sunday.

The remuneration of bank holidays that fall on a weekday is included in the regular monthly remuneration.

If the bank holiday falls on a Sunday, the company must give its employees the regular monthly remuneration and a daily amount of the actual remuneration (equal to 1/26 of the fixed monthly remuneration).

Flexible working time: it is possible to use *multi-week work hours* (40 hours per week on average):

- if the products are “seasonal” as regards installation and assembly.
- to increase production which cannot be done using the regular production line.

The *multi-week work hours* are 80 per year with a maximum working week of 48 hours.

The total amount of the overtime work, which does not require that pre-emptive information be provided to the RSU (a Unitary Workplace Union Structure), and the flexible working time cannot exceed:

- 120-hours per year for each employee in companies with more than 200 employees;
- 128-hours per year for each employee in companies with up to 200 employees.

Before using *multi-week work hours*:

- 1) A pre-emptive joint analysis between the company management and the RSU (a Unitary Workplace Union Structure) is needed. If the company management does not reach an agreement with the RSU (a Unitary Workplace Union Structure) within 10 days of the meeting date indicated in the convening notice, the company is allowed to start *multi-week work hours*;
- 2) The employee is informed of the working hours change at least 15 days in advance (if a unexpected necessity should arise, the notice period is reduced to 5 days and the multi-week working hours schedule will last for not more than 3 months).

Remuneration:

The company will pay all the affected employees the remuneration relative to the regular working week both when the employee exceeds the number of hours or works less hours.

Increases:

	for the hours worked beyond the contracted working hours	for the hours worked beyond the contracted working hours (Unexpected necessity)
For the hours worked between Monday and Friday	15%	20%
For the hours worked on Saturday	25%	30%



If it is not possible to retrieve the hours worked in excess in a multi-week work hour schedule, the company management will be able to agree with the RSU (Unitary Workplace Union Structure):

- to reschedule the retrieval fully or in part;
- to pay the extra working hours which were not retrieved adjusting the increases already given at 50%;
- to put the extra working hours which were not retrieved into the Hour Bank.

Maximum permanence-transition to a higher level: for the transition, the below maximum time periods of permanence in levels 1, 2 and 4 are provided:

Level	Terms or requirements	Stay
1	Production workers	4 months
	Nonproduction workers	18 months
2	Coming from vocational schools	3 months
	Coming from vocational schools (two years)	9 months
	Coming from vocational schools (shorter duration)	18 months
	Employees included in structured professional roles	18 months
	Assembly line workers	36 months
4	Other employees related to the production cycle	36 months
	White-collar workers	18 months
	White-collars workers with high school diploma (school-leaving certificate)	24 months

Employees are entitled to move up a level if they perform higher duties for a period equal to: 30 days in a row (i.e. without a break) or 75 non-continuous days in a year, or six non-continuous months in 3 years.

In order to move up to categories 6 and 7: higher duties need to be performed for a period equal to 3 consecutive months (i.e. without breaks) or 9 non-continuous months in 3 years.



2c. Absences

Illness: in the case of a series of illnesses, the periods referred to in the table, in which the job remains open, relate to absences that have occurred in the 3 years preceding each single sickness period.

Length of service	Standard protected period	Extended protected period*
Up to 3 years	183 calendar days	274 calendar days
3 to 6 years	274 calendar days	411 calendar days
Beyond 6 years	365 calendar days	548 calendar days

* If the employee exceeds the “standard protected period” because the illness is ongoing (without breaks) or interrupted by only one return to work of not more than 61 calendar days, the employee is covered by the protected period for another period equal to an additional 50% of the time provided by the “standard protected period” (“extended protected period”).

The extended protected period is applicable even when, in the 3 years preceding every new sickness, the employee has had at least 2 illnesses that have made him/her unable to work for at least 91 calendar days (each single illness).

The “extended protected period” is automatically attributed to the employee if at the end of the standard protected period, the employee has an ongoing illness equal to or exceeding 91 calendar days.

Remuneration: the companies add to the INPS (National Social Security Body) allowance to reach the normal remuneration that the employee would have received if he/she had worked:

Length of service	Remuneration	
	100% first	80% others
Up to 3 years	122 calendar days	residual calendar days
From 3 to 6 years	153 calendar days	residual calendar days
Beyond 6 years	214 calendar days	residual calendar days

In order to calculate the remuneration, if the employee is absent for more than a single illness event, the absences in the 3 years preceding every new sickness must be counted.

The remuneration restarts from the beginning in the event of a new illness or injury outside the workplace which arises 61 calendar days from the date on which the employee returned to work.

When calculating the remuneration limits, the periods in hospital longer than 10 days in a row (without breaks) up to a maximum of 61 calendar days overall, are not counted (and therefore are fully remunerated).

Penalizations

If in each year (1st January – 31st December) the employee is absent for more than 3 times, each time not longer than 5 days, starting from the fourth absence (lasting not more than 5 days), the remuneration will be:

- 4th absence: 66% of the total monthly salary for the first 3 days of absence
- 5th and following absences: 50% of the total monthly salary for the first 3 days of absence.



These penalizations are not incurred when the employee is absent for:

- recovery periods in hospital, including “day hospital”,
- Cooley’s disease,
- neoplasia,
- hepatitis B and C,
- acute cardiovascular diseases,
- haemodialysis,
- recurring therapeutic treatments related to the above diseases / pathologies, if used in officially recognized hospitals or health care establishments,
- absences for illness which arise during pregnancy, upon certification of the same.

Accidents at work: retention of job position until recovery.

Remuneration: the company adds to the INAIL (Institute for insurance against industrial accidents) allowance to reach the normal remuneration that the employee would have received if he/she had worked.

The remuneration is guaranteed for a period equal to what is already provided for sickness.

If the employee is injured after 1.10.1999 (1.1.2000 for the companies with less than 100 employees), the employee is entitled to the same allowance as for sickness.

The amount due by INAIL is paid directly by the company.

Maternity leave: in the case of maternity the governing laws apply. The employee who does not work in the 2 months before childbirth and in the 3 months after childbirth, is entitled to receive her full remuneration.

Marital leave: 15 consecutive calendar days (without breaks). The employee must request the leave at least 6 days beforehand. The employee is entitled to receive his/her full remuneration.

Military service: retention of position lasts until one month after the end of military service. The time spent doing military service is taken into account to reach the income brackets provided by the contract, the calculation of holidays, and illness if the employee has been working in the company at least 6 months after his/her return to work.

Leave: student workers with less than 5 years of length of service can request 120 hours of non paid leave in the course of the calendar year.

Suspension/reduction of work or CIG (redundancy fund):

- for breaks that during the day exceed a total of 60 minutes: the employee is entitled to be remunerated for all the hours present, if the company keeps the employee in the workplace;
- for suspensions (breaks) that exceed 15 days: the employee can decide whether to leave and terminate his/her employment and is entitled to receive all allowances (inclusive of notice payment and the TFR – severance payment);
- for a compulsory reduction or suspension (breaks) of working hours due to general circumstances that affect the whole company: please see the applicable rules.

The employee can make up the lost working hours for circumstances beyond the company’s control if he/she does so within 30 days from the date in which the suspension occurred.



Leave of absence:

- for illness: at the end of the “protected period” the employee can take, upon written request, leave of absence for not more than 24 months without breaks (possible breaks are allowed only for life-saver therapies and acute diseases, just once in the 3 years preceding each single sickness period). If the employee does not return to work after this deadline due to serious and ongoing illness (without breaks) that he/she has to periodically certify, he/she
- for employees with over 10 years length of service: from a minimum of 1 month to a maximum of 6 months. This leave of absence cannot be divided into multiple periods; if the employee has to carry out volunteer work, care work or studying, the length of service requirement is reduced to 7 years;
- for serious family reasons: not exceeding 2 years in the whole period of employment, please see applicable laws;
- for drug addicts: not exceeding 3 years for therapeutic rehabilitation programmes;
- for family members of drug addicts: not exceeding 4 months, that can be split up into periods of not less than 1 month, in order to help with the rehabilitation programmes;
- for employees with at least 5 years of length of service: 11 months, which can be split up in order to complete compulsory education, obtain the high school diploma, university diploma or degree, or to do training sessions other than those organized and paid for by the employer;
- for the employees called to cover electoral public office functions or regional and national trade union positions (L. 300/1970).



2d. Workforce management

Probation: employers can hire employees on a probationary period. The probation period cannot exceed the periods shown in the table below.

Category	Standard duration	Reduced duration
1	1 month	20 days
2, 3 and 3S	1 month and a half	1 month
4, 5 and 5S	3 months	2 months
6, 7 and 8	6 months	3 months

The probationary period is shorter (“reduced duration” column in the table) for employees:

- that have worked for at least 2 years carrying out the same duties in other companies;
- that have completed a apprenticeship in other companies for the same type of qualification required for the job in question.

A probationary period cannot be provided for employees who have already worked in the same company to carry out the same duties (either with a fixed term contract or as temporary agency worker) for a longer period than that provided for by the job level to which they have been assigned. If the employee is hired within 12 months of the expiry date of the latest contract, or the employment contract becomes open-ended.

In the case of shorter periods, the probationary periods set out in the table are subtracted from the period worked doing the same duties (either under a fixed term contract or as temporary agency worker).

If the probationary period is interrupted due to illness or injury, the employee will be able to complete the probationary period if he/she can start working again within 3 months.

Notice period:

Length of service	Levels 6,7 and 8	Levels 4,5 and 5S	Levels 2,3 and 3S	Level 1
Up to 5 years	2 months	1 month and 15 days	10 days	7 days
Between 5 and 10 years	3 months	2 months	20 days	15 days
Beyond 10 years	4 months	2 months and 15 days	1 month	20 days

As regards termination of employment the effective date is the day on which the dismissal or resignation is received. The notice period is calculated from the following day.

Indemnity in lieu of notice

In the case of dismissal or resignation, the company or the employee that does not respect the notice period above must pay the following compensation to the other party:

Length of service	Levels 6,7 and 8	Levels 4,5 and 5S	Levels 2,3 and 3S	Level 1
Up to 5 years	2 monthly instalments	1.5 monthly instalments	0.33 monthly instalment	0.24 monthly instalment
Between 5 and 10 years	3 monthly instalments	2 monthly instalments	0.67 monthly instalment	0.5 monthly instalment
Beyond 10 years	4 monthly instalments	2.5 monthly instalments	1 monthly instalment	0.67 monthly instalment



Professional Apprenticeships⁴:

Age: young people can be hired as long as they are not below the age of 18 (apart from the exceptions provided by law) and not above the age of 29.

Attainable qualifications: from the 3rd to the 7th levels. For the 7th level, employees have to perform highly specialised duties in order to achieve the objectives of the company. The employees who are classified in the 6th and 7th categories will be hired only if they hold a relevant degree.

Duration: From a minimum of 6 to a maximum of 36 months. The term decreases by 6 months if the employee has the diploma inherent to the professional skills to be acquired.

Professionals that provide for job mobility in 3^a level (according to article 1(B) point II and III (assembly line) of title II) at the end of the period of apprenticeship will be classified in the 3rd level.

As regards professionals that work in a series of chain lines or assembly lines that carry out duties, which are brief, simple and repetitive (and anyhow not included in the 3rd level), the duration will be of 24 months.

The periods of apprenticeship (at least of 12 months) in other companies are calculated in the new company if they are not interrupted by a break longer than one year, and if they refer to the same duties.

Training: duration of not less than 80 hours on average per year, with the possibility of integrating it with the public vocational training program, if any.

Companies must set out, in writing, an Individual Training Plan that defines:

- the apprentice's educational path,
- training/educational contents,
- how the training will be performed.

The Individual Training Plan can be modified during the period of apprenticeship.

Probationary period: equal to the probationary period provided for by the job classification level to which the apprentice was assigned at the beginning of the apprenticeship.

If the probationary period is interrupted by illness or injury, the employee will be able to complete it if he/she can return to work within a number of days equal to half the number of days of the probationary period.

Job classification and remuneration:

Total duration (months)	First period (months)	Second period (months)	Third period (months)
36	12	12	12
30	10	10	10
24	8	8	8

- in the first period: job position and remuneration of 2 levels lower than those of the final classification;

⁴ This norm runs from 01.01.2013.



- in the second period: job position and remuneration of 1 level lower than that of the final classification;
- in the third period: job position of 1 level lower than the one of the final classification. The remuneration provided is for the level of final classification;

Illness and injuries: for apprentices not on probation, companies have the same obligations provided for by Section 4, Chapter VI articles 1 and 2.

Supplementary pension fund: For employees who are enrolled in “COMETA”, the monthly contribution paid by both the company and the employee is 1.6% of the monthly remuneration.

Supplementary health plan: the apprentice can be enrolled in “Metasalute” as provided for by CCNL (National Collective Bargaining Agreement).

Christmas Bonus: to be given usually on Christmas Eve. This bonus is of an amount equal to the total monthly salary. As regards employees on piecework, reference is made to the average hourly remuneration of the previous month, which equates to 173 hours.

Involuntary and temporary suspension: if the apprenticeship is interrupted due to illness, injury, pregnancy and puerperium, the contract will be extended for a period equal to the duration of the absence. If the absence is for more than 30 days for reasons other than the ones listed above, the parties to the contract may agree on the possibility of extending the apprenticeship.

Termination: both the company and the employee can decide to terminate the apprenticeship by giving 15 days’ notice (Art. 2118 Civil Code). The notice period is calculated from the end of the contract.

Fixed-term contracts: are regulated by the applicable laws.

If the employee has carried out the same duties with the same company under both fixed term and temporary agency contracts, then he/she is entitled to be hired on an open-ended contract when the total length⁵ of the two contracts exceeds 44 months (even non-consecutive and inclusive of any extension).

Priority:

- a. if the employee has worked for more than six months on one or more fixed term contracts in the same company, he/she is entitled to priority in the open-ended hiring process carried out within 12 months after the termination of the fixed-term contract and for the work duties already performed previously;
- b. for the employee who is hired on a fixed-term contract to perform seasonal work, as regards new fixed-term recruits with the same employer and for the same duties;

N.B. To be able to exercise this right of priority, the employee must make a written declaration within six months (case a.) and 3 months (case b.) respectively from the end of the employment.

This priority lapses within one year from the termination of the employment.

⁵ The fixed term contracts and the temporary labour-hire contracts in progress as at 1 January 2008 will continue till their expiry dates, regardless of the limits set by the contractual provisions aimed at stabilising the employment relationship. In order to calculate whether or not the total length of these contracts exceeds the maximum limit set by the aforementioned contractual provisions, the working periods performed before 1 January 2008 shall be added to the working periods performed after the said date, without considering the first 15 months after 1 January 2008.



Part time: can occur on a daily, weekly, monthly or annual basis.

Cases in which the company reviews the request for conversion of the employment from full-time to part-time⁶:

- where there is the need to care for parents, spouses or live-in partners, children and other cohabiting family members that cannot be looked after in any other way. These people need to be seriously ill, or handicapped, or need to attend therapeutic or rehabilitation programmes for drug addicts;
- need to care for his/her child up until 13 years of age;
- need to study in order to complete compulsory education, to hold a high-school diploma or university diploma or degree;

If the employee's request is for another reason the company will review the request for part-time, keeping in mind the technical-organizational needs of the company.

If the company allows for this conversion, the duration of the part time can be established from the start: usually this period is not less than 6 months and not more than 24. In this case, the company can hire employees on a fixed-term contract in order to complete the regular daily, weekly, monthly or annual working hours.

Change in hours: in this case and for the hours changed, the employee receives an increase in remuneration of 10% (inclusive of everything). During the course of the year, the employee can work extra hours for a maximum of 25% of the regular annual part-time work. For the extra working hours, the employee is entitled to a 15% increase.

Extra working hours: Every time that the agreed working schedule is below the regular weekly working hours, extra working hours can be performed with reference to specific logistical, production or administrative requirements.

Extra working hours:

- can be performed until reaching the 40 weekly hours and cannot exceed in a year, 50% of the regular annual part-time performance;
- are rewarded with an increase of 10% (for the job performance that exceed this limit, the increase is of 20%).

⁶ The company will review the request of conversion until reaching the 3% limit of the personnel employed full-time (4% in companies with up to 100 employees).



2e. Welfare assistance

Supplementary Pension Fund: “COMETA”.

Registration fee: €10.33 (€5.16 paid by the company, €5.16 paid by the employee), together with €0.52 paid only by the company (for setting up the fund).

Contributions: a rate equal to 1.2% must be paid by the employee and a rate equal to 1.2% must be paid by the company, both which can be considered as being equal to the combined value of the minimum tabular values, Monthly Inflation Adjustment (*EDR*), allowance for middle-management, and the remunerative element for category 7.

As from 1.1.2013, the contribution rate paid by the company is increased to 1.6% if the employee contributes at least the same rate. As from 1.1.2013, the tax rate is also increased to 1.6% for apprentices.

Employment Termination Payment: the company pays out to the Pension Fund a sum equal to 40% of the annual Employment Termination Payment (100% for the employees hired after 28.4.1993 without prior INPS (National Institute of social Insurance) seniority).

Supplementary health plan:

The benefits to the enrolled employees run as of January 1st 2013. The funding was covered for the years 2011 and 2012, with a payment of €24 by the employer for every current employee as of 31st December of every year. As of January 1st 2013, there is a monthly fee of €1 paid by the enrolled employee (€2 as of January 1st 2015, €3 as of January 1st 2016), and €2 paid by the company for every enrolled employee (€4 as of January 1st 2015, €6 as of January 1st 2016).

Middle managers: the company is liable for damages caused by the negligence of middle management in carrying out their job. This liability can be insured against by taking out an appropriate insurance policy. The company will take out a further insurance policy to cover legal advice assistance for civil and criminal proceedings against middle management, for actions directly related to business of the company.

