



Metalworking and Mechanical Engineering Industry Collective Agreement

Contracting parties: Federmeccanica, Assital, Fiom-Cgil, Fim-Cisl, Uilm-Uil

Date of signing: 05.02.2021

Effective date: 05.02.2021

Expiry date: 30.06.2024

Levels	Qualifications	Minimum wage levels ¹			
		1 June 2021	1 June 2022	1 June 2023	1 June 2024
D1	Orderly employees, common workers	1.488,89	1.509,07	1.530,86	1.559,11
D2	Orderly employees, skilled workers	1.651,07	1.673,45	1.697,62	1.728,95
C1	Skilled workers	1.686,74	1.709,60	1.734,29	1.766,30
C2	Orderly employees, middle management, skilled workers	1.722,41	1.745,75	1.770,96	1.803,64
C3	Conceptual employees, middle management, skilled workers	1.844,64	1.869,64	1.896,64	1.931,64
B1	Clerical, intermediate, skilled workers	1.977,19	2.003,99	2.032,93	2.070,45
B2	Managerial employees	2.121,20	2.149,95	2.181,00	2.221,25
B3	Middle and executive clerks	2.368,12	2.400,22	2.434,88	2.479,81
A1	Middle managers	2.424,86	2.457,72	2.493,21	2.539,22

1. Allowances and other components of remuneration

- **Annual individual component of the monthly "non-absorbable" aggregate ex CCNL 20.1.2008:** workers in force as at 31.12.2008 to whom the Special Discipline, Part 1 (Workers) was applied, starting from the year 2009, with the pay of the month of December, will be paid an amount equal to 11 hours and 10 minutes as an individual non-absorbable "superminimum" ex Ccnl. 20.1.2008
- **Monthly instalments:** 13
- **Daily rate:** 26
- **Hourly rate:** 173
- **Normal working week:** 40 hours

For plants requiring uninterrupted work 7 days a week, the normal working time will result from a multi-week average with a maximum of 48 hours per week. For working hours in the steel sector, see article 5 of the CCNL.

2. Other contractual elements

2a. Remunerative elements

Company and performance related bonuses: can be provided for in “second level” company bargaining. 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 gross (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.). A lower figure is acknowledged up to the same amount in the case of the presence of additional salaries to those fixed by the national collective bargaining agreement, depending on the duration, even if not consecutive, of the employment relationship during the previous year.

Flexible benefits: as of June 1 of each year, companies must make available to workers welfare tools worth € 200.00 to be used by May 31 of the following year. Eligible for the above are workers, having passed the probationary period, in force on June 1 of each year or subsequently hired by December 31 of each year. Recipients are considered to be workers employed on permanent or fixed-term contracts who have accrued at least 3 months, even if not consecutive, of seniority during each year (01.01 - 31.12). Workers on unpaid or indemnified leave of absence in the period 01.06 - 31.12 of each year and part-time workers are excluded. Workers also have the option of allocating the aforementioned values, from year to year, to the Cometa Fund or the MètaSalute Fund, according to rules and procedures defined by the same Funds, it being understood that the maximum cost borne by the company for each year cannot exceed € 200.00.

Travel allowance:

Traveling workers are entitled to reimbursement of expenses incurred, as follows:

- Reimbursement of the midday meal is due when the worker is sent away at a distance of more than 20 km from the headquarters. Regardless of the distance, reimbursement of the meal is due when the worker, during the unpaid break, cannot return to the headquarters and eat the meal.
- The reimbursement of the evening meal is due to the worker who, using normal means of transport or the means made available by the company, cannot return to his/her home by 9 p.m. or within the hours after which he/she would return from his/her place of origin, at the end of his/her working hours.
- The reimbursement of overnight expenses is due to the worker who, for reasons of service, using normal means of transport or means made available by the company, cannot return to his home within 22 hours.

In place of expense reimbursement, a travel allowance shall be payable in the following amounts as of 6/1/2022:

- Total allowance: €44.467
- Portion for meals (afternoon or evening): €11.97
- Portion for overnight stay: €20.53.

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 (€)
D1	21.59
D2-C1	25.05
C2	26.75
C3	29.64
B1	32.43
B2	36.41
B3-A1	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.

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%	20%
	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%

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: it is created 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.

Solidarity Hour Bank: by the Verbale di Intesa of March 26, 2018, the Parties set up the Solidarity Bank of Hours that can be activated, in addition to the legal case of care of minor children in need of constant care, for situations of serious need that have determined the need to help colleagues

concerned through the voluntary transfer, free of charge, of shares of paid leave set aside in the account of hours or additional leave monetizable.

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 01.06.2021			WEEKLY RATE as from 01.06.2021		
	16 hours (working day)	24 hours (day off)	24 holiday hours	6 days	6 days with holiday	6 days with holiday and day off
D1, D2, C1	4.99	7.51	8.11	32.46	33.06	35.58
C2, C3	5.95	9.33	10.01	39.08	39.76	43.14
B1, B2, B3, A1	6.83	11.24	11.83	45.39	45.98	50.39

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).

Transfer: workers over the age of 52, if men, 48, if women, may be transferred to another place of employment only in exceptional cases to be reviewed, at the request of the worker, at the union. In the case of other individual transfers, account must be taken of the objective and proven reasons that the worker may present against the transfer, either directly or through the members of the RSU. In any case the transfer must be proceeded with less than 20 days' notice. These rules do not apply to transfers within a radius of 25 km from the office.

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.

- 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.

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 June 2020
D1	0.91%
D2, C1	0.97%
C2	1.02%
C3	1.01%
B1	1.00%

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

Employment termination payment: it must be paid 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.

In order to facilitate family reunification in migrant workers' countries of origin, companies with more than 150 employees, within the maximum percentage of 3% of their workforce, and companies with up to 150 employees, within the maximum percentage of 2%,

will positively evaluate the acceptance of the requests, according to the chronological order of presentation, of the single workers, to take advantage of continuous periods of absence from work through the use not only of the hours of vacations, but also of the other leaves provided for by the by the Ccnl.

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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

Paid leave:

Unions:

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|--|---|
| ▪ 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 |
| ▪ The RSU (Unitary Workplace Union Structure) are entitled to paid leave to carry out their mandate | → For production units that employ up to 200 employees the RSU has the right to, in total, at least one hour and 30 minutes per year for every employee. For production units that employ more than 200 employees, the RSU is entitled to a total of 8 hours per month for each union representative. |
| ▪ 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.
▪ Right to education	the number of hours available is obtained by multiplying 7 hours by 3, for the number of employees working in the company at that date. 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.
▪ Paid leave	<p>Courses for literacy and the fulfillment of the obligation of adult education aimed at achieving levels 1 and 2 of the EQF / Italian language courses for foreign workers in order to facilitate their integration (250 three-year hours)</p> <p>Courses aimed at obtaining a legal qualification that refers to levels 3 and 4 of the EQF (150 three-year hours)</p> <p>Courses for tertiary education (levels 5, 6, 7 and 8 of the EQF) (150 three-year hours)</p>
▪ Documentation	At the request of the company, the employee must produce the certifications necessary for the exercise of the right to education
▪ Economic treatment	Companies provide adjustable monthly advance payments, commensurate with the hours of leave used, provided that the prerequisite for the payment of these hours is the regular attendance of the entire course



Continuing education:

As of 1.1.2017, companies, over each three-year period, will involve workers on permanent and fixed-term contracts, where the duration of the contract is compatible and in any case of a duration of no less than 9 months, in continuous training courses lasting 24 hours per person, in relation to training needs, drawing up company projects with the involvement of the R.S.U., or adhering to territorial or sectorial projects, which can be carried out in the following ways: classroom, in-house or external courses; self-learning with FAD; e-learning", participation in conventions-seminars, conferences, seminars, etc., or by adhering to territorial or sectorial projects, which may be carried out in the following ways: classroom, internal or external courses; self-learning with FAD; e-learning", participation in conventions-seminars, internal or external workshops; coaching", action learning", tutoring; training on the job. The safety training referred to in article 37 of Legislative Decree no. 81 of 2008 cannot be counted for the purposes of this paragraph.

At the end of the second year of the three-year period, workers for whom - by virtue of the training already carried out or scheduled in the third year - the 24 hours provided are not used, will be recognized those missing to participate in continuing education initiatives.

RLS (Employees' Representatives for health and safety):

▪ In production units that employ between 51 and 100 employees	→ 50 hours annually
▪ In production units that employ between 101 and 300 employees.	→ 70 hours annually
▪ In production units that employ between 301 and 1000 employees.	→ 72 hours annually
▪ In production units that employ over than 1000 employees	→ 76 hours annually

Paid time off: employees have 13 paid annual leaves of 8 hours (equal to a total of 104 hours, of which 72 hours were previously recognized as a reduction in working hours and 32 hours to replace the abolished holidays). For all workers in the steel sector, 15.5 hours of paid annual leave (equal to a total of 124 hours, of which 92 hours previously recognized as a reduction in working hours and harmonization of the 39th hour and 32 hours in place of the abolished holidays) are provided, again on the basis of the year of service or fraction thereof. For workers who work 15 or more shifts per week, including night shifts and/or Saturday and Sunday shifts, as of January 1, 2002 (as of January 1, 2000 for workers in the steel industry), an annual 8-hour paid leave is also granted. A portion of the above leave, up to a maximum of 5 hours, may also be used collectively by individual departments or groups of workers. The remaining leave, in addition to that not used collectively, is available to the individual worker and is used upon request to be made at least 10 days in advance and in compliance with a rate of simultaneous absence for this reason not exceeding 5% of workers normally assigned to the shift. Any leave not taken within the year in which it accrues shall be placed in a specific individual time account for a further period of 24 months, to enable it to be used by the worker. At the end of this period, any hours that are still accrued, will be liquidated with the salary in place at the time of expiry.

Public holidays: public holidays are those provided for by law, as well the local patron saint's day. 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)², 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).

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%

In case of non-performance of the hours of exceedance while participating in the reduction, compensation may be made through recoveries or with other contractual institutions, using as available hours of P.a.r., hours of vacation or hours set aside in account hours or bank hours or even unpaid leave, taking into account in this case the preference expressed by the worker.

Maximum permanence-transition to a higher level. As of 1 June 2021, all 1st category workers will automatically move up to level D1. For the other transition, see below:

² So-called exempt share

Moving from level D1 to level D2
<p><u>Blue Collar</u></p> <ul style="list-style-type: none"> without specific work experience, from vocational schools and in possession of the relevant qualification (EQF level 4): 3 months after recruitment Workers in multi-level occupations: <ul style="list-style-type: none"> a) Within the 18-month period of performance b) with knowledge and skills acquired in specific vocational courses at EQF level 3: within 9 months. Linked to the production cycle, the development of which in higher levels is linked to organizational or technological changes involving a change of role, in any case within 36 months of performance. Chain or cadence lines: after 36 months of performance <p><u>White Collar</u></p> <ul style="list-style-type: none"> After 18 months of uninterrupted stay
Entry level C2 - White collar
<ul style="list-style-type: none"> workers with a secondary school diploma (EQF level 4 - limited to five-year courses)
Moving from C2 to C3 level - Employees
<ul style="list-style-type: none"> workers with a secondary school diploma (EQF level 4 - limited to five-year courses): after 24 months of uninterrupted employment in activities related to the diploma obtained
Entry level C3 – White collar
<ul style="list-style-type: none"> workers with a degree, even a three-year degree (Levels 6 and 7 EQF) or an ITS diploma (Level 5 EQF) who are joining the company, will be classified as Level C3, provided that they carry out activities related to the degree or diploma obtained

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 B1, B2, B3, A1: 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
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* 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 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

The amount due by INPS is advanced directly by the company. For white collars, the above treatments are entirely borne by the company.

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 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 5 months of maternity leave, is entitled to receive her full remuneration. Therefore the company anticipates and integrates the specific treatment charged to INPS.

Parental leave: working fathers and working mothers, for each child in its first 12 years of life, are entitled to parental leave that can be used on an hourly, daily or continuous basis for a total period not exceeding 10 months, increased to 11 months if the working father exercises the right to abstain from work for a continuous or fractioned period of not less than 3 months. Periods of parental leave can be taken on an hourly basis in groups of 2 or 4 hours per day, proportioned respectively to one hour and two hours, for part-timers who work 20 hours or less per week. It cannot be scheduled for a period of less than one working day in the month of use.

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. The company integrates the specific treatment of blue collars charged to INPS.

Suspension/reduction of work:

- 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);

Working hours lost in the above circumstances can be recovered in a manner defined at company level.

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;
- 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.

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
D1, D2, C1	1 month and a half	1 month
C2, C3, B1	3 months	2 months
B2, B3, A1	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 in case of dismissal and resignation:

Length of service	Levels B2, B3, A1	Levels C2, C3	Levels D1, D2, C1
Up to 5 years	2 months	1 month and 15 days	10 days
Between 5 and 10 years	3 months	2 months	20 days
Beyond 10 years	4 months	2 months and 15 days	1 month

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 B2, B3, A1	Levels C2, C3	Levels D1, D2, C1
Up to 5 years	2 monthly instalments	1.5 monthly instalments	0.33 monthly instalment
Between 5 and 10 years	3 monthly instalments	2 monthly instalments	0.67 monthly instalment



Beyond 10 years	4 monthly instalments	2.5 monthly instalments	1 monthly instalment
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Professional Apprenticeships:

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: qualifications attainable do not include those at D1 and A1 levels..

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.

For the professional figures included in the declaration of level D2 engaged in mass production carried out on chain lines or simple assembly when the tasks are characterized by short, simple and repetitive activities, the maximum duration will be equal to 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, according to the scheme attached to the CCNL.

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	85%	12	90%	12	95%
30	10	85%	10	90%	10	95%
24	8	85%	8	90%	8	95%

Illness and injuries: for apprentices not on probation, companies have the same obligations provided for non apprentices.

Supplementary pension fund: an apprentice is treated in the same way as any other worker under the CCNL in force (National Collective Bargaining Agreement).

Supplementary health plan: an apprentice is treated in the same way as any other worker under the CCNL in force (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. If the employment relationship begins or ends during the year, the apprentice is entitled to as many twelfths of the amount of the Christmas bonus as the number of months of service with the company. The fraction of a month longer than 15 days is considered for these purposes as a whole month.

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

Attribution of the qualification: if the worker is retained in service, the period of apprenticeship will be counted in the length of service, as well as for the purposes of the institutions provided by law, for the purposes of all institutions introduced and regulated by the CCNL. For the purpose of accrual of periodic increases in seniority, from 1.10.2017, the period of apprenticeship will be counted to the extent of 65%. For workers with a high school diploma inherent to the qualification for contractual purposes to be acquired, which is maintained in service, for the purposes of professional mobility, the apprenticeship period will be considered useful to the extent of 12 months.

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

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.

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

Cases in which the company with more than 100 employees must accept the request for conversion of the employment from full-time to part-time³:

- 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;

Requests may be rejected, but only for reasons due to the substitutability of the worker, when they refer to the need for assistance of family members accessing therapeutic and rehabilitation programs for drug addicts or to the need to study to complete compulsory schooling, to be in possession of a

³ 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).

high school diploma or a university diploma or a degree. Specific provisions concern companies with up to 100 employees.

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.

Change in hours: elastic clauses relating to changes in the timing of work and, in vertical or mixed relationships, also clauses relating to increases in work may be agreed. In the event of a change in the timing of work, a 10% increase in salary is paid. The increase in the duration of work is permitted for an annual amount not exceeding 25% of the normal annual part-time work and an increase in pay of 15% for the hours worked. 15%. 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%).

Overtime work is also permitted.



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: 1.2% paid by the worker and 2% paid by the company, both calculated on minimum pay scales. As of 1 June 2022, for new members under 35 years of age, the contribution to be paid by the company is 2.20% of the minimum contractual amount.

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:

As of 1.10.2017, workers in force on the same date, not on probation, employed with an open-ended contract, including part-time workers, apprenticeships and fixed-term contracts with a duration of not less than 5 months from the date of registration, are enrolled in Metasalute. The contribution is € 156.00 per year (divided into 12 monthly instalments of € 13 per month) to be paid by the company for each worker registered.

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.