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MINISTERO
DELL'INTERNO

FONDO ASILO MIGRAZIONE E INTEGRAZIONE (FAMI) 2021-2027

Obiettivo Specifico "2. Migrazione legale e Integrazione" - Misura di attuazione "2.d"

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ACCORDI – ACCOGLIENZA DI QUALITÀ A FAVORE DEI CITTADINI DI PAESI TERZI NELLA PROVINCIA DI

PESARO URBINO

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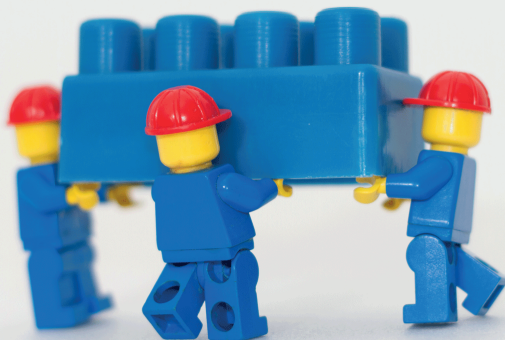
THE EMPLOYMENT CONTRACT





This text, available in Italian, English and French, provides an overview of the various types of employment contracts, collective and individual agreements, qualifications and duties, workers' rights and obligations, as well as training and apprenticeships. While not claiming to be exhaustive, the text aims to provide a simple guide to navigating the Italian labour system, starting with constitutional protection of employment.

This booklet was produced thanks to the valuable collaboration of CGIL Pesaro Urbino.





THE EMPLOYMENT CONTRACT



The Constitution

ART. 1 – Italy is a **democratic Republic, founded on work**. Sovereignty belongs to the people, who exercise it in the forms and within the limits of the Constitution.

The Constitution

ART. 3 – All citizens have **equal social dignity** and are **equal before the law, without distinction** of sex, race, language, religion, political opinion, personal and social conditions.

It is the duty of the Republic to **remove those obstacles** of an **economic and social nature** which, by limiting the freedom and equality of citizens, **prevent the full development of the human person** and the **effective participation of all workers** in the political, economic, and social organization of the country.

The Constitution

ART. 36 – Workers have **the right to remuneration proportionate to the quantity and quality of their work** and in any case sufficient to ensure a free and dignified existence for themselves and their families.

The maximum length of the working day is established by law.

Workers have the right to weekly rest and paid annual leave, which they cannot waive.

THE EMPLOYMENT CONTRACT

Art. 2094 of the Civil Code

SUBORDINATE EMPLOYEE:

a person who undertakes, in return for **remuneration**, to **collaborate** in the enterprise by providing their **intellectual** or **manual labour** under the **direction** of the employer.

Employment contract → exchange of:

- work
- remuneration



Art. 2222 of the Civil Code

SELF-EMPLOYED WORKER:

a person who undertakes to perform, in return for **payment**, a **task** or **service**, using their own labour and without subordination, for a client.

- autonomy
- obligation to achieve the **final result**
- risk
- business organization
- **payment** dependent on the final result



Art. 409 of the Code of Civil Procedure

PARASUBORDINATE WORKER:

other **collaborative** relationships that take the form of **continuous** and **coordinated** work, mainly **personal**, even if not of a subordinate nature.

Legislative Decree 276/03:

- specific projects and work programs
- determined by the client
- managed by the collaborator
- regardless of time





EMPLOYMENT CONTRACT

- **NATIONAL LABOR CONTRACT**
- **COMPANY CONTRACT**
- **INDIVIDUAL CONTRACT**



- **WORKING RELATIONSHIP**



CONTRATS

COLLECTIVE AND INDIVIDUAL CONTRACTS

- Le **CONTRAT COLLECTIF** (par exemple, la convention collective nationale des métallurgistes) établit les conditions de travail minimales uniformes et obligatoires applicables à tous les travailleurs/travailleuses d'une catégorie (par exemple : salaire minimum, horaires de travail, congés, etc.)
- Le **CONTRAT INDIVIDUEL** ne peut aller à l'encontre des dispositions de la convention collective, sauf s'il prévoit des conditions plus favorables pour le travailleur/la travailleuse.

PERMANENT CONTRACT

- In principle, the employment contract is entered into for an indefinite period, i.e., without a fixed term.



FIXED-TERM CONTRACT

Legislative Decree 368/2001 and Decree Law 87/2018:

- **Fixed-term contracts** may be entered into; in this case, the duration of the contract is established by the parties at the time of its conclusion. The maximum duration is 12 months.
- The contract must be in **writing if it exceeds 12 days**.
- The fixed-term contract **may** be entered into for the first 12 months without cause.

The contract may be **extended or renewed**, with the consent of the worker, for a maximum period of another 12 months (total employment relationship of 24 months).

The extension is permitted:

- A maximum of 4 times, regardless of renewals
- temporary and objective needs, unrelated to ordinary activities
- replacement needs for other workers
- needs related to temporary, significant, and unplanned increases in ordinary activities

The contract may be renewed, but a period of time must elapse between the two fixed-term contracts entered into between the same contracting parties:

- 1) an interval of **10 days** if the duration of the first contract is less than 6 months
- 2) an interval of **20 days** if the duration of the first contract is more than 6 months.

N.B. Failure to comply with these time limits will result in the fixed-term contract being converted into a permanent contract.

Contracts for seasonal work may be renewed or extended even in the absence of the reasons required for most other types of work.

If, after the expiry of the term, the work continues de facto:

for **30 days** (if the contract has a duration of less than 6 months)

for **50 days** (if the contract has a duration of more than 6 months)

The employer is required to pay the worker a **wage supplement for each day of continued employment** equal to 20% until the tenth day thereafter, and 40% for each additional day.

Once the 24 months allowed have been reached, the employer and the worker may decide to enter into a **further fixed-term employment relationship** for a maximum duration of 12 months.

However, this new employment contract must be signed under an '**assisted derogation**' regime at the competent local office of the National Labour Inspectorate.

Each employer is allowed to enter into a total number of fixed-term contracts not exceeding 20% of the number of permanent employees in service on January 1 of the year of hiring, rounded up to the nearest whole number if it is equal to or greater than 0.5. Employers with up to five employees may in any case enter into at least one fixed-term employment contract. Collective agreements, including regional and company agreements, may, however, set different quantitative limits on the use of fixed-term employment contracts.



PART-TIME CONTRACT

- Part-time work is defined as working hours, set by the individual contract, that are less than full-time hours
- Part-time workers are entitled to the same legal treatment and rights as full-time workers, with remuneration proportional to the hours worked.

3 TYPES:

- **Horizontal part-time:** the daily working hours are less than the contractual hours, while the contractually agreed working days remain unchanged. E.g. 4 hours per day from Monday to Friday, assuming that the contractual hours are 40 hours, spread over 5 days per week
- **Vertical part-time:** the activity is carried out full-time, but limited to pre-determined periods during the week, month, or year
E.g. 5 months out of 12 worked full-time; 2 weeks per month for 12 months per year; 3 days per week for 12 months per year
- **Mixed part-time:** a combination of the two above-mentioned options.

CATEGORIES

The Civil Code divides workers into **4 categories** based on the **nature of the work** performed and their **hierarchical position**:

- **EXECUTIVES:** prominent position; they replace the entrepreneur
- **MANAGERS:** functions of significant importance for the implementation of the company's objectives
- **EMPLOYEES:** functions that are not manual labour (they may be administrative or conceptual)
- **WORKERS:** manual labour functions.

QUALIFICATIONS AND DUTIES

- **Qualification** refers to the specific **position** of the worker within the company organization; it determines the rules applicable to the worker (e.g., remuneration) and the limitations on the employer's power to assign tasks to the worker
- Qualification generally depends on the **duties** (i.e., tasks and activities) that can actually be assigned to the worker.

QUALIFICATIONS AND DUTIES

- **Apprentice**: undergoes a period of training and education to acquire a qualification
- **Unskilled worker**: performs general tasks
- **Ordinary worker**: performs simple tasks after a short period of training
- **Skilled worker**: performs a job requiring specific knowledge and normal training
- **Specialized worker**: performs complex work with specific technical skills acquired through appropriate training



RIGHTS AND DUTIES

THE EMPLOYMENT RELATIONSHIP

The employment relationship is a complex relationship in which various powers and duties are added to the two fundamental obligations:

- the performance of work
- remuneration

Workers' rights

ECONOMIC RIGHTS: REMUNERATION

Remuneration is the main right of workers and constitutes the consideration for their work. Article 36 of the Constitution stipulates that it must be:

- **proportionate** to the work performed
- **sufficient** to ensure a free and dignified existence for the worker and their family; therefore, the National Collective Labor Agreement sets the minimum remuneration for each category
- **fixed**
- **continuous** (also due in the event of illness, vacation, etc.)

Main elements of the pay slip

- basic pay
- contingency (formerly 'sliding scale')
- distinct element of remuneration (EDR)
- regional pay increase (IRR)
- variable remuneration element (ERV)
- seniority increments
- superminimum (company or individual
- "ad personam"
- other
- TOTAL

PERSONAL RIGHTS:

- physical integrity and health
- ***daily and weekly rest periods and vacation***
- illness and injury
- leave and time off
- right to study
- freedom of opinion, confidentiality, dignity, etc.

TRADE UNION RIGHTS:

- freedom to organize in trade unions and carry out trade union activities (Art. 39 of the Constitution)
- right to strike (Art. 40 of the Constitution)



THE CONSTITUTION

ART. 39 – Trade unions are free [see Art. 18].

No obligation may be imposed on trade unions other than their registration with local or central offices, in accordance with the law.

A condition for registration is that the statutes of trade unions establish a democratic internal organization.

Registered trade unions have legal personality. They may, represented jointly in proportion to their membership, enter into collective labour agreements that are binding on all members of the categories to which the agreement refers.

ART. 40 – The right to strike is exercised within the framework of the laws that regulate it.

L.300/1970 – Workers' Statute

Art. 14. – Right of association and trade union activity

The right to form trade unions, to join them, and to carry out trade union activities is guaranteed to all workers within the workplace.

Art. 15. - Discriminatory acts

Any agreement or act aimed at:

- a) making the employment of a worker conditional on their joining or not joining a trade union or ceasing to be a member thereof
- b) dismiss a worker, discriminate against them in the assignment of qualifications or duties, in transfers, in disciplinary measures, or otherwise prejudice them because of their union membership or activity or their participation in a strike.

The provisions of the preceding paragraph also apply to agreements or acts aimed at discrimination on the basis of politics, religion, race, language, gender, disability, age, sexual orientation, or personal beliefs.

EMPLOYEE OBLIGATIONS

PERFORMANCE OF WORK

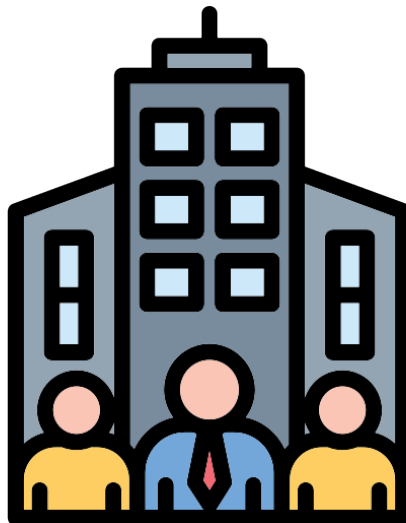
- is the fundamental obligation of the employment relationship
- the performance must be **personal**
- it must be carried out in the **place** established by the contract
- the employee is required to comply with the **working hours**

OBLIGATION OF DILIGENCE

- necessary **care** and **attention** in the work

OBLIGATION OF LOYALTY (confidentiality and non-competition)

OBLIGATION OF OBEDIENCE



POWERS OF THE EMPLOYER

Management power

- power to organize the activities of employees according to the needs of the company

Power of supervision and control

- power to verify that the work is performed in accordance with the procedures established by the employer

Disciplinary power

- power to impose sanctions on workers who fail to fulfill their duties
- disciplinary sanctions: verbal warning, written warning, fine, suspension, and dismissal.

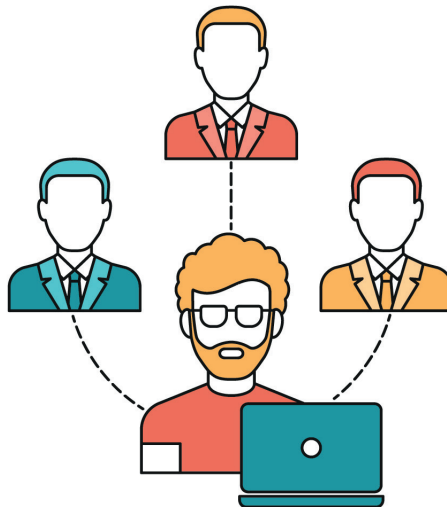
EMPLOYER OBLIGATIONS

- PAYMENT OF WAGES
- HEALTH AND SAFETY PROTECTION
- INSURANCE/SOCIAL SECURITY PROTECTION
 - o illness, disability, pension, unemployment, suspension of work (INPS)
 - o accidents, occupational diseases (INAIL)
- INFORMATION OBLIGATION
- HEALTH CHECKS

SPECIAL TYPES OF CONTRACTS

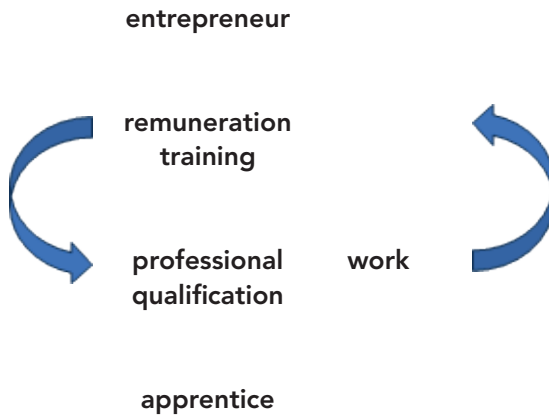
Special employment contracts

- Contracts for training purposes:
 - Apprenticeship
 - Employment contract
 - Training contract
- Contracts with reduced, flexible hours:
 - Part-time work (part-time)
 - Job sharing
 - Intermittent work (on-call work)
- Special contracts by subject or context:
 - Home-based work, teleworking, domestic work, au pair, family work, doormen/doorwomen, journalists, managers, nautical, agricultural, sports, entertainment.



APPRENTICESHIPS

- This is a special fixed-term employment relationship under which the employer is obliged to provide the apprentice with the **training** necessary to acquire a professional **qualification**: not only is **work** and **remuneration** exchanged, but also professional **training** inside and outside the company
- The qualification constitutes a **training credit**
- The apprentice's **remuneration is lower** (from 60% to 95% of the normal rate)
- The employer benefits from **social security contribution relief**.



Legislative Decree 276/2003 provides for 3 types of apprenticeship:

- for the fulfilment of the right and duty of **EDUCATION-TRAINING**
- **PROFESSIONAL** apprenticeship for the attainment of a **QUALIFICATION**
- apprenticeship for the acquisition of a **DIPLOMA** or for **HIGHER EDUCATION** courses

TRAINING

Training consists of:

- **Practical training** in the company
- **External training** in modular form with:
 - **Cross-cutting content:** language skills, mathematics, economics, employment law, work organization
 - **Professional content:** technical-scientific and operational, differentiated according to individual professional roles
- **A reduced training commitment** is provided for apprentices with post-compulsory education qualifications or certificates of qualification appropriate to the activity to be performed

Law 9/99 and Law 144/99	COMPULSORY SCHOOLING from 8 to 10 years (9 years until the school system is reorganized)	COMPULSORY EDUCATION up to 18 years of age integrated education and training programs <ul style="list-style-type: none">○ school education○ vocational training○ apprenticeship (+120 hours)	
Law 196/97	apprenticeship: from 16 to 24 years of age (with the effective extension of compulsory schooling to 10 years)		
Legislative Decree 345/99	prohibition of work until 15 years of age		
Law 53/03	right and duty to education and training for 12 years		
	High schools	vocational education and training	
		technical education vocational education vocational training	apprenticeship work-study program

LABOR SUPPLY

- The worker is formally **employed** by the **labour supply company**, which hires them and pays them, but they perform their work at other companies.
- 2 types of contracts are possible: **fixed-term and permanent (staff leasing)**.

OTHER CONTRACTS

- **JOB ON CALL**
- **JOB SHARING**
- **OCCASIONAL COLLABORATION**
- **SUMMER ORIENTATION INTERNSHIP**

OTHER CONTRACTS

- **Job on call or intermittent work:** the worker is called by the employer or by agencies, and the worker may or may not be obliged to respond; **employment contract:** fixed-term or permanent subordinate contract
- **Job sharing:** contract whereby **two workers** jointly undertake to perform a **single and identical work task**
- **Occasional work:** occasional work, not exceeding 30 days during the year or remuneration not exceeding €5,000
- **Summer orientation internship:** internships during the summer holidays for young people and teenagers; duration: not exceeding 3 months, remuneration, if provided, not exceeding €600 per month.

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