FEDERAGENTI *FILT CGIL* *FIT CISL* *UILTRASPORTI*

NATIONAL COLLECTIVE LABOUR AGREEMENT FOR WORKERS EMPLOYED BY SHIPPING AGENCIES AND SHIPBROKERS

Effective period
1 January 2021 - 31 December 2023

NATIONAL COLLECTIVE LABOUR AGREEMENT Page

Article	1	- Scope and validity of the contract	"	5
Article	2	- Transport policy	"	5
Article	3	- Equal opportunities	"	7
Article	3bis	- *Ente Bilaterale Nazionale per le Agenzie Marittime, i Mediatori Marittimi* (National Bilateral Body for Shipping Agencies, Shipping Brokers) and Airline Agencies	"	8
Article	4	- Personnel classification	"	9
Article	5	- Regulations for Managers	"	12
Article	6	- Hiring	"	12
Article	7	- Trial period	"	12
Article	8	- Apprenticeship	"	13
Article	9	- Part-time employment	"	15
Article	10	- Integration contract	"	17
Article	11	- Fixed-term contracts	"	18
Article	11bis	- Seasonal Work	"	18
Article	12	- Agency work - Intermittent work and shared work	"	19
Article	13	- Change of duties and change of level	"	19
Article	14	- Accumulation of duties	"	20
Article	15	- Normal working hours	"	20
Article	16	- Weekly rest	"	22
Article	17	- Public holidays	"	22
Article	18	- Night work - Sunday work with compensatory rest - Work on national holidays or Mid-week holidays	"	23
Article	19	- Overtime work	"	24
Article	19bis	- Hour bank	"	24
Article	19 ter	- Availability for work	"	25
Article	20	- Remuneration	"	25
Article	21	- Total pay	"	25
Article	22	- Lump-sum pay	"	26
Article	23	- Seniority increases	"	26
Article	23bis	- Company loyalty bonus	"	27
Article	24	- Thirteenth month's salary or Christmas bonus	"	27
Article	25	- Fourteenth month's salary	"	27
Article	26	- Special Allowances	"	27
Article	27	- Absences and leave	"	28
Article	28	- Leave for trade union offices and extended leave	"	29
Article	29	- Study support	"	30
Article	29bis	- Vocational training leave	"	31
Article	30	- Marriage leave	"	31
Article	31	- Holidays	"	31
Article	32	- Treatment of illness or injury	"	32
Article	33	- Civil rights	"	33
Article	34	- Maternity protection	"	35
Article	34bis	- Part-time work for maternity	"	36
Article	35	- Military service	"	36
Article	36	- Employment law: rights and duties of the parties	"	36
Article	36a	- Precautionary suspension	"	38
Article	37	- Responsibilities of drivers and escort personnel - Withdrawal of licence - Machine cleaning	"	38
Article	38	- Travel and Expense Reimbursement	"	39
Article	39	- Transfers	"	39
Article	40	- Notice of dismissal and resignation	"	40
Article	41	- Severance pay	"	41
Article	42	- Pensions	"	41
Article	42a	- Mutual Fund/Supplementary Health Insurance	"	42
Article	43	- Death benefits	"	42
Article	44	- Termination of employment and liquidation	"	43
Article	45	- Transfer - Transformation - Bankruptcy and Termination of the company	"	43
Article	46	- Social "shock absorbers"	"	43
Article	47	- Second-level bargaining	"	43
Article	48	- Inseparability of Contract Provisions Substitution of more favourable uses and conditions	"	45
Article	49	- Individual and collective disputes	"	45
Article	50	- Company representative	"	45
Article	51	- Trade union contributions	"	46

Article	52	- Electronic notice board	"	46
Article	53	- Commencement and duration of the contract	"	46
Article	54	- One-off CCNL renewal	"	47
Article	55	- Final Provisions	"	47
Annex	1	Training profiles	"	48
Annex	2	Level II bargaining-Minutes of Agreement	"	51

NATIONAL COLLECTIVE LABOUR AGREEMENT FOR WORKERS EMPLOYED BY SHIPPING AGENCIES AND SHIPBROKERS

Between

the *Federazione Nazionale Agenti Raccomandatari Marittimi e Mediatori Marittimi* (National Federation of Shipping Agents and Shipping Brokers - **FEDERAGENTI**), represented by a delegation chaired by Filippo Gallo and composed of Rita Arioni, Alberto Banchero, Fabrizio Bongiovanni, Mirko Burlando, Cyntia Cignolini, Gaetano D'Alesio, Saverio De Girolamo Alessandro De Pol, Michele Gallo, Francesco Luise, Luisa Mastellone, Laura Miele, Stefania Miglietta, Ruggero Morselli, Massimo Moscatelli, Alessandra Orsero, Paolo Pessina, Carlo Paolessi, Tizziana Pizzorno, Ylenia Raniero and Rosa Salvini, with the assistance of the Federagenti Secretary General, Marco Paifelman.

and

The Federazione Italiana Lavoratori dei Trasporti (Italian Federation of Transport Workers - FILT CGIL), represented by the General Secretary, Stefano Malorgio, the National Secretary, Michele De Rose, Antonio Pepe from the National Department, Marco Gallo, Leonardo Cafuoti, Daniele Gadaleta, Giuseppe Gucciardo, Laura Andrei, Antonino Crinò, Cristina Marchiaro, Luca Stanzione, Anita PerKman, Stefano Montani, Massimo Colognese, Renzo Varagnolo, Valentino Lorelli, Monica Santucci, Valeria Talevi, Marco Bizzarri, Eugenio Stanziale, Franco Rolandi, Amedeo D'Alessio, Luigi Ditella, Giuseppe Guagnano, Nino Costantino , Franco Spanò, Bovone Andrea, Costa Andrea, Bellicano Angela, Zuffanti Andrea, Grimaldi Umberto, Margiotta Armando, Rissetto Marcella, Terebinti Roberto, Laconi Silvana, Delbene Stefano, Sara Durante, Annamaria Sciaccaluga and Stefano Spadoni.

and

The Federazione Italiana Trasporti (Italian Transport Federation - **FIT CISL),** represented by the General Secretary, Salvatore Pellecchia, the National Secretary, Maurizio Diamante, together with a delegation representing the structures, made up of the Regional General Secretaries, Giovanni Abimelech, Amelio Angelucci, Claudio Capozzucca, Aldo Cosenza, Franco Fratini, Dionisio Giordano, Ignazio Lai, Alfonso Langella, Giuseppe Larizza, Marino Masucci, Antonio Pittelli, Daniela Rossi, Mauro Scognamillo and Franco Spinelli with the participation of the Regional Secretaries, Francesco Chiaravalli and Fabio Marani and the Territorial Representatives, Massimo Proglio, Antonio Vella, Massimo Stanzione, Nino Napoli, Massimo Fenudi, Roberto Gabutti, Tiziana Gaglione, Giulia Marzullo, Massimiliano Romano and Claudio Perrone.

and

the Unione Italiana Lavoratori Trasporti (Italian Union of Transport Workers - **UILTRASPORTI**), represented by Claudio Tarlazzi, General Secretary, Marco Odone, National Secretary, Giuliano Galluccio of the National Department, by Regional Secretaries, Aiello Antonio, Antonio Albrizio, Giorgio Andreani, Vincenzo Boffoli, Antonio Cefola, Stefano Cecchetti, Michele Cipriani, Orazio Colapietra, Agostino Falanga, Roberto Gulli, Maurizio Lago, Carmine Mastropaolo, Artan Mullajmeri, Giuseppe Murinni, Michele Panzieri, Nicola Petrolli, Giuseppe Rizzo, Alessandro Rossini, Daniele Zennaro and William Zonca, and with the collaboration of the Territorial Secretaries and Territorial Managers, Giovanni Ciaccio, Michela Olivari, Fabio Reggiani, Daniela Segale and Emanuele Traverso.

Having regard to:

- the national collective labour agreement for workers employed by shipping agents and ship brokers in force on 30 July 2021
- the renewal agreement signed on 30 July 2021,

this national collective labour agreement for the employment of workers employed by shipping agents and ship brokers consisting of articles, tables and annexes, having been read, approved and signed by the representatives of all the contracting organisations, is hereby concluded.

ARTICLE 1

SCOPE AND VALIDITY OF THE CONTRACT

This national collective labour agreement regulates in a unified manner, for the entire national territory, the employment relationships between shipping agents and ship brokers and all employees. This contract, which for the entire period of its validity is to be considered a unitary and inseparable regulatory framework, replaces, to all intents and purposes, the national collective labour agreement dated 1 January 2018.

This is an English translation of the original Italian text. In the event of any discrepancies between these two versions, the original text in Italian shall prevail and govern.

The following table provides an explanation of the acronyms used in the text:

Acronym	Italian	Meaning in English
Federagenti	Federazione Nazionale Agenti Raccomandatari Marittimi e Mediatori Marittimi	National Federation of Shipping Agents and Shipping Brokers
FILT CGIL	Federazione Italiana Lavoratori dei Trasporti	Italian Federation of Transport Workers
FIT CISL	Federazione Italiana Trasporti	Italian Transport Federation
UILTRASPORTI	Unione Italiana Lavoratori Trasporti	Italian Union of Transport Workers
CCNL	Contratto Collettivo Nazionale Di Lavoro	National Collective Labour Agreement
RSU	Rappresentanza Sindacale Unitaria	Unitary Workplace Union Structure
RSA	Rappresentanza Sindacale Aziendale	Company's Union Representatives
EBN	Ente Bilaterale Nazionale	National Bilateral Body
CFL	Contratto di Formazione e Lavoro	Training on the job contract
RLS	Rappresentante dei Lavoratori per la Sicurezza	Workers' Health and Safety Representative
INPS	Istituto Nazionale della Previdenza Sociale	National Institute for Social Security
INAIL	Istituto Nazionale Assicurazione Infortuni sul Lavoro	National Institute for Insurance against Labour Accidents
FASC	Fondo Agenti Spedizionieri Corrieri	category pension fund for shippers and couriers
Previ.Log	Fondo pensione complementare della Logistica	Complementary pension fund for logistics workers
Priamo	Fondo pensione complementare a capitalizzazione per i lavoratori addetti ai servizi di trasporto pubblico e per i lavoratori dei settori affini	Complementary pension fund for transport workers
Assagenti	Associazione agenti raccomandatari mediatori marittimi agenti aerei	Shipbrokers and Shipagents Association
PDR	premio di risultato	performance bonus

ROL	riduzione dell'orario di lavoro	reduction of work hours
ESL	elemento di secondo livello	second level element

ARTICLE 2
TRANSPORT POLICY

WHEREAS:

- *Federagenti*, the National Federation of shipping agents and shipbrokers, and the workers' Trade Unions have recognised the value of a permanent discussion and dialogue on transport policy, with direct reference to maritime transport due to its importance for the general economy;

- the work of the Social Parties - Category Associations and Workers' Trade Unions - is decisive in conceiving and implementing port policy in an increasingly effective way, meeting the needs of our economy;

- the reduction of the costs of services through the coordination and integration of the various modes of transport according to criteria of efficiency, productivity and rationality, forms part of the objectives of such a policy;

The parties agree as follows:

The representatives of *Federagenti* and the Workers' Trade Unions will, as a general rule, promote annual meetings at various levels - national, regional and provincial - in order to jointly examine all the measures to implement a concrete economic policy that increasingly adheres to a European conception of the maritime and port transport system.

In this framework, *Federagenti* or its territorial branches will inform, at the various levels of competence, the trade unions on the sector's production trend in the various geographical contexts, with particular reference to new technologies and the evolution of traffic and its consequences on employment and utilisation of the workforce.

INDUSTRIAL RELATIONS

Restructuring processes and technological developments in the transport sector must lead the parties to seek new and more modern trade union relations in order to enable workers and trade unions increasingly to be involved in the development of the sector in a productive and employment sense.

Within the scope of the autonomy of the parties and their respective roles, labour relations will take place at both national and decentralised company level, with a system of information, consultation and negotiation in application of the Interconfederal Agreements of 28 June and 21 September 2011.

Introduction

I. The system of labour relations incorporates and implements the provisions of Legislative Decree No. 25 of 6 February 2007.

2. The system of relations outlined in this contract, addressed to all workers employed in the sector, is aimed at fostering: the transformation of the sector through the strengthening of competitive capacities and the development of opportunities offered by the market, and the increase of professionalism of skills for stable and quality employment.

3. The collective autonomy of the parties is recognised as having a primary function in the regulation of labour relations as well as for the development of the system of labour relations at different levels and with different instruments. Collective bargaining must make full use of the human resources employed and, within a framework of certainty of costs, promoting the competitiveness of enterprises.

4. The undersigning parties, without prejudice to their respective autonomy and distinct responsibilities, agree to set up a system of periodic discussion that - in order to increase mutual awareness and an adequate level of knowledge of positive and development opportunities as well as critical factors - addresses, at the various levels indicated below, the issues likely to have a significant impact on the overall situation of the sector, with the aim of indicating possibly shared solutions.

A) National Level

As a rule, every year, within the last quarter, during specific meetings at national level, the national employers' Associations will inform FILT CGIL, FIT CISL and UILTRASPORTI of the following, with appropriate references to national transport planning indications:

a) programmes concerning the prospects for the sector, with a breakdown for the most significant sea and air forms of transport;

b) overall investment forecasts, possibly broken down by sea and air forms of transport and/or by geographical areas;

c) with reference to total investments, the total amount of non-repayable grants or low-interest loans from the State and other local authorities under special laws;

d) the changes caused to company structures by technical and social changes in maritime and air transport, as well as planned innovation programmes;

e) the updating of organic structure data for the sector as well as data on productivity in its various components, in order to safeguard the sector's competitive capacities in the context of economic integration;

f) overall employment data for the sector and information/forecasts of impacts on the employment of workers, employment conditions and labour relations, broken down by age group and gender, as well as conditions for the maintenance and development of the various existing professions in the sector.

B) Corporate Level

Information

1. In compliance with the conditions set out in Legislative Decree 25/2007, on an annual basis, the companies shall promote the provision of forecast or final information, depending on the nature of the issues dealt with, to the Unitary Workplace Union Structure (*RSU*) or, in its absence, the Company's Union Representatives (*RSA*), jointly with the competent territorial structures of the signatory trade unions of this national collective labour agreement (CCNL).

2. The information shall relate to:

- the economic and production performance of the company, with reference to prospects for the development of services;
- the volume of investments made and investment programmes;
- the situation, structure and foreseeable development of employment in the enterprise and possible countermeasures in the event of a risk to the level of employment;
- the situation of male and female personnel pursuant to Article 46 of Legislative Decree 198 of 11 April 2006 on equal employment opportunities;
- the application of the rules for the prevention of accidents and occupational diseases and for the research, development and implementation of suitable measures to protect the health and physical integrity of workers, without prejudice to the right of control recognised to them by Article 9 of Law No. 300 of 20/05/70 and the provisions of Legislative Decree 81/08;
- the quantitative dimension and the types of activity of non-permanent contracts;
- reorganisations and/or restructurings involving the collective transfer of staff or individual departments;

Consultation

3. The following matters shall be discussed at the annual informative meetings referred to above or, following a specific request by one of the parties, during specific meetings between companies and the RSU or, failing that, the RSA, jointly with the territorially competent structures of the signatory trade unions of this CCNL:

- the general lines of evolution of the company organisation, with reference to employment policies;
- structural changes in the organisational structure of the services, including those relating to the setting up of new services and/or market segments, which have an impact on working conditions and the size of the workforce and/or collective transfers;
- training activities and strategic guidelines on education and training on the basis of company needs and with reference to regional and local authority measures, with particular regard to the establishment of apprenticeship employment relationships and the introduction of technological innovations;
- verification of the overall overtime trend.

NATIONAL OBSERVATORY

The Parties agree to set up the permanent National Observatory in order to identify suitable choices for the solution of economic and social problems in the sector and to guide the action of its representatives according to experience gained, aware of the importance of the development of participatory industrial relations aimed at conflict prevention.

The Observers have the task of analysing and assessing issues that may be relevant to the activity as a whole of shipping agencies and shipbrokers, in order to enable the timely identification of opportunities for the development of activities, determining their conditions, and to ascertain the reasons that cause difficulties to development, in order to overcome them, in all possible ways.

In particular, the following subjects will be the subject of study and specific research:

a) overall employment trends of the entire sector, with particular attention to first employment contracts and their results, women's employment trends with related possible positive actions aimed at ensuring equal opportunity conditions, as per Laws No. 903/77 and 125/91 and 53/2000 and subsequent amendments;

b) the determination of criteria for bringing to the attention of the companies and the trade unions any new profiles of workers' professional activities in order to better interpret and functionally apply the contractual framework;

c) the study of possible new forms of work organisation in companies to improve the professionalism and training of workers;

d) the promotion of the participation of national associations and organisations in the activities of European institutions and territorial and trade union organisations in other countries, in the field of transport and social relations, in order to improve mutual information as a means of involving the parties in the development of trade union social policy;

e) the gathering of information to assess working hours, training and safety in the work environment;

f) the establishment of national professional training courses for workers in this category.

Following the establishment of the National Observatory, regional Observatories will be set up on the initiative of the territorially competent employers' associations and trade unions with the task of carrying out, with exclusive reference to the local situation, the same analysis and evaluation activities for the matters indicated by the national Observatory.

The Observatories define their work programmes using the resources mentioned in the previous paragraph, and may make use of specialised collaborators for particular programmes, subject to decisions taken on a case-by-case basis.

The Observatories transmit to the contracting parties their annual programme and report on their activities, as well as studies and research carried out, and may promote meetings and public events.

The Observatories are located at one of the business Associations that will provide secretarial services. The date of convocation is set by agreement between the representatives of the parties and in any case no later than 15 days from the date of submission of the request by one of the parties setting up the Observatory.

ARTICLE 3

EQUAL OPPORTUNITIES

The parties agree on the appropriateness of carrying out, in accordance with the provisions of EEC Recommendation No. 635 of 13 December 1984 (*) and the legal provisions in force on the subject of equality between men and women, study and research activities aimed at promoting positive actions and identifying any obstacles that do not allow for effective equality of opportunity between men and women at work.

The companies and the signatory Trade Unions of the agreement undertake to implement the provisions of Law 125/91, Legislative Decree 198/2006 and Law 53/2000, with particular reference to Article 9, which provides for contributions under the Fund for

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* See text of EEC Recommendation 13/12/1984, No 635

employment, in favour of companies applying contractual agreements that provide for positive action for flexibility in particular on:

- projects for mother or father workers of forms of flexible working hours and work organisation, reversible part-time work;
- training for re-employing workers after a period of leave, respecting the professionalism acquired.

The framework agreement of 25 January 2016 on harassment and violence in the workplace is considered to have been fully incorporated.

ARTICLE 3 bis

NATIONAL BILATERAL BODY FOR SHIPPING AGENCIES, SHIP BROKERS AND AIRLINE AGENCIES

The Bilateral Body resulting from the contractual renewal of 2 August 2000 responds to the needs for changes achieved through continuous technical and practical training for employees in the sector and their professionalism.

The Body has the following purposes:

a) promote the establishment of bilateral bodies at territorial level and coordinate their activities, checking their consistency with national agreements;

b) stimulate and promote studies and research on the sector, with particular regard to the analysis of training needs;

c) promote, plan and/or manage, also through conventions, initiatives in the field of continuous training, professional training and retraining, also in cooperation with national, European and international institutions, as well as with other bodies oriented towards the same goals;

d) activate, directly or in agreement, procedures for accessing Community programmes inspired and financed by the structural funds, with particular reference to the European Social Fund and, directly or in agreement, manage their implementation;

e) set up and manage the National Observatory, referred to in the following paragraph, and coordinate the activities of the territorial observatories. The Observatory is the Body's instrument for the study and implementation of all the initiatives entrusted to it on the basis of agreements between the social partners regarding employment, the labour market, training and professional qualification;

f) promote and set up initiatives necessary for facilitating the matching of labour supply and demand;

g) monitor the development of temporary work within the framework of the rules laid down by legislation and agreements between the unions;

h) promote the development and dissemination of supplementary forms in the field of social security and assistance, in accordance with agreements between the unions;

i) promote studies and research relating to occupational health and safety within the framework of the rules laid down by legislation and collective bargaining, and take on operational functions in this area, subject to specific agreements between the unions;

l) identify and adopt initiatives that meet the need for constant optimisation of the internal resources of the National Bilateral Body itself;

m) implement other tasks that the parties, at the level of national collective bargaining, jointly decide to assign to the National Bilateral Body.

As of 1 January 2002, the contribution to be paid to the National Bilateral Body is set at 0.60%, to be borne by the company, calculated on the fixed elements of the salary.

With effect from 1 July 2004, the contribution to be paid to the National Bilateral Body is set at 0.90%, to be borne by the company, calculated on the fixed elements of the salary.

With effect from 1 January 2021, the contribution to be paid to the National Bilateral Body is set at 1.50%, to be borne by the company, calculated on the fixed elements of the salary.

Also with effect from 1 January 2021 for companies that are members of associations that are signatories to this agreement, the contribution to be paid to the National Bilateral Body is reduced to 0.90% to be borne by the company, calculated on the fixed elements of the salary.

ARTICLE 4

PERSONNEL CLASSIFICATION

The personnel employed by the companies covered by this contract are divided into:

- personnel with clerical duties;
- personnel with non-clerical duties.

Personnel are classified into the following levels:

7th LEVEL – MIDDLE-MANAGEMENT

In compliance with the provisions of Law No. 190 of 13 May 1985 (*), the category of middle-managers includes employees, excluding executives, who on a continuous basis perform managerial functions assigned to them of significant importance for the development and implementation of the company's objectives, within the scope of defined company strategies and programmes, and who have powers of discretionary decision-making and managerial responsibility also in the management and coordination of resources and persons, in sectors or services of particular operational complexity.

This category is provided for in the context of business units with more than 12 employees and the employee, in order to be classified in this level, in addition to meeting all the characteristics detailed above, must have at least three employees reporting to them.

6th LEVEL

Non-manual workers with autonomous management functions - or with inspection or technical functions - of particular importance in terms of scope and nature belong to level 6, provided that the degree of responsibility - or the importance of the functions or of the company does not entitle them to the title of middle-manager, even if they report to other workers with executive functions.

The following are classified in this level, by way of example:

- employees holding a shipping agent licence and/or registered on the list of ship brokers and/or holding a customs agent's licence, if these licences are normally used on behalf of the company;
- department managers;
- responsible for organising control and supervision of a department;
- responsible for financial management, keeping VAT registers, stamping journals, paying taxes and drawing up the financial statements;
- quality managers;
- technical service chiefs with decision-making powers and inspection functions with regard to ship and crew assistance operations with discretionary powers for the selection of crews;
- main cashier of the head office or sole cashier with special duties of responsibility expressly entrusted to them in writing by the company;
- producers or purchasers or planners of international or national air, sea and land travel and/or traffic that have the characteristics set out in the general declaratory list.

5th LEVEL

Non-manual workers who independently perform specific tasks of considerable complexity within their department and who can coordinate one or more persons belong to level 5.

The following are classified in this level by way of example:

- commercial negotiation clerks with direct contact with shipowners/hirers and customers for special contractual conditions;
- land transport operational management employees;
- assistants to ship brokers;
- heads of sections or offices reporting directly to the department manager;
- systems engineers, programmers and software designers;
- administrative and financial employees with in-depth knowledge for the preparation of the budget and/or financial statements;
- crew managers: workers who coordinate the activities of the office that searches for, selects and rotates the crew.

(*) See text of Law No. 190 of 13/5/1985

4th LEVEL

Level 4 includes non-manual workers who, with expertise and good knowledge of their duties, perform activities involving, with limited autonomy, the application of rules and procedures requiring specific theoretical and practical knowledge.

The following are classified in this level, by way of example:

- standard commercial negotiation, statistics processing, freight quotation and settlement clerks;
- assistants of shipbrokers according to predefined instructions;
- executive secretarial staff;
- employees in charge of the operational management of land transport according to predefined instructions;
- those responsible for the preparation of ship arrival/departure paperwork, crew paperwork and first contact with suppliers;
- employees dealing with the preparation of embarkation/disembarkation lists, direct contact with shippers/terminals and management of container fleets;
- persons dealing with operational procedures following the conclusion of hire and purchase contracts;
- administrative clerks dealing with checking, verifying and balancing general and/or non-commercial accounts and responsible for disbursement accounts;
- branch cashiers;
- employees in charge of processing salaries and contributions;
- assistant programmers and systems engineers;
- clerks dealing with preparing, investigating and managing litigation and complaints files;
- licensed customs agents insofar as they use their power of attorney on behalf of the company they work for;
- maritime payroll clerks who, by interpreting legal and contractual regulations, process payroll and salaries;
- employees dealing with the administrative or operational management of maritime disease files;
- employees who carry out search and selection of crews and organise their rotation.

3rd LEVEL

Junior clerks who perform activities of medium complexity for which adequate knowledge of the tasks performed is required belong to level three.

The following are classified in this level, by way of example:

- employees who, within the framework of predefined instructions, provide information to customers;
- booking clerks within predefined instructions;
- clerks dealing with accounting records, invoice control, freight collection and archiving;
- compilers of ship chartering and sale and purchase contracts;
- employees with a limited permanent power of attorney or proxy for railway, postal, banking and customs operations;
- verification and control of container handling;
- compilers of waybills;
- employees dealing with release and issue of delivery notes;
- ship attendants;
- employees dealing with reminders for payment and debt collection;
- help desk operator for applications and systems;
- employees dealing with booking and sale of sea and air tickets and passages;
- maritime payroll agents with the functions of measuring and checking data relating to the work of personnel.

2nd LEVEL

Workers who perform activities of limited complexity for which adequate knowledge of the tasks performed is required belong to the second level.

The following are classified in this level, by way of example:

- Messengers and/or internal/external mail receivers and dispatchers and employees using mechanical franking machines;
- switchboard operators;
- archivists;
- assistant ship attendants;

- employees dealing with data input - whether operational, administrative, accounting, etc. - according to predefined instructions;
- compilers of ship hire and sale contracts according to predefined instructions;
- drivers with a C licence who drive vehicles for which such a license is required;
- documentation clerks: compiling and sorting bills of lading.

1st LEVEL

Newly recruited, first-time workers belong to the first entry level, who, regardless of their future qualification, will have to acquire familiarity and knowledge through company experience.

The transfer to the relevant qualification must take place no later than 12 months after the date of recruitment.

The single classification referred to in this Article does not alter the rules contained in the CCNL of 14 December 1971, and in the previous national collective agreements for their relative valid periods, concerning the different treatment of personnel with clerical and non-clerical duties.

The different treatments referred to in the preceding paragraph remain effective both within the framework of each institute and individual rules and within the framework of the entire contract.

The new classification does not change the spheres of application of laws, regulations and administrative rules involving differentiation between clerical and non-clerical tasks and not referred to in the C.C.N.L. of 14 December 1971, such as treatment for call to arms, the clerical indemnity fund, compulsory insurance against accidents at work and any other regulations in force and in the process of being issued.

The foregoing represents the common prerequisite for the stipulation of the single classification rules and therefore the parties acknowledge that any legal action aimed at obtaining extensions of regulatory and economic treatments, beyond the limits established in this bargaining context, will result in the automatic release of Federagenti and the companies they represent, from the obligations undertaken.

In application of the new classification system defined by the renewal of the C.C.N.L. and in particular the last paragraph of the agreement of 22 April 2004, the guidelines for the classification of current employees are as follows:

a) Workers in force at the date of entry into force of the C.C.N.L. will transfer to the new levels according to the following scheme:

Old classification	New classification
5th	**1st**
4th	**2nd**
3rd	**3rd**
2nd	**4th**
1st	**5th**

b) Workers are in any case required to carry out the tasks performed prior to the entry into force of the new CCNL.

Workers employed at the date of the signing of this C.C.N.L. who, on the basis of the new classification system, as defined by the aforementioned provision, find themselves placed in a higher classification level than that set forth in this C.C.N.L. with reference to the professional content of the duties to which they were previously assigned in the company, shall be required to perform the same duties and shall not in any way be entitled to claim the assignment of duties of the new level, unless they are expressly assigned to such duties by the company.

In particular, the parties declare that workers who, under the new classification system, are placed in levels higher than those planned for the duties actually performed will retain this higher classification exclusively by virtue of an 'ad personam' recognition.

ARTICLE 5

REGULATIONS FOR MIDDLE-MANAGERS

The company, pursuant to the combined provisions of Article 2049 of the Civil Code and Article 5 of Law No. 190/85, is liable for consequential damage caused through negligence on the part of the Middle-Manager in the performance of their activities.

The aforementioned liability can also be guaranteed by taking out an appropriate insurance policy.

The company shall guarantee the Middle-Manager employee, also by means of an insurance policy, legal assistance until final judgment, for civil and criminal proceedings against the Middle-Manager for facts directly connected to the performance of the duties assigned to them.

Depending on their needs, companies will normally promote the participation of individual middle-managers in training initiatives aimed at improving their professional skills.

From the date on which the company recognises the middle-manager category, the workers concerned will be paid an 'allowance' of EUR 25.82 gross per month.

As from 1 January 1992, this allowance is increased to Euro 51.65 gross per month.

ARTICLE 6

HIRING

The hiring of personnel will be carried out in accordance with the legal provisions in force regulating employment matters.

The hiring must be in writing, containing the following information:

1) the place and date of hiring;
2) the level to which the employee is assigned, the qualification and the tasks to be performed;
3) economic conditions;
4) the length of the trial period.

Upon hiring, the employee must submit the documents required by the applicable legal provisions.

Upon hiring, companies may submit staff to medical examinations by public bodies and specialised institutions of public law.

The company must also keep a copy of this labour agreement at the disposal of the personnel, so that they can examine it.

ARTICLE 7

TRIAL PERIOD

The maximum duration of the trial period may not exceed the following limits:

1) Staff with clerical duties:

a) four months, extendable by mutual agreement for a further two months, for 7th and 6th level employees;
b) two months, extendable by mutual agreement for another month, for employees at all other levels.

2) Non-clerical staff:

10 working days

The trial period must be indicated in the letter of employment referred to in Article 6.

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

During the trial period, the employment relationship may be terminated at any time, by either party, without notice and with entitlement to severance pay and accruals for additional months' pay and holidays.

In the case of notice of dismissal of personnel with clerical duties:

- after the expiry of the second month's trial period, for personnel referred to in point 1(a);
- after the end of the first month for the personnel referred to in point 1(b);

remuneration will be paid until the middle or end of the current month, depending on whether termination occurs within the first or second half of the month.

If, at the end of the trial period, the company does not terminate the relationship, the employee shall be deemed confirmed in service and this period shall be counted for the purposes of determining seniority and for all other contractual purposes.

Personnel who have already passed their trial period in the same company and for the same duties in the previous 12 months are exempt from the trial period.

The rules relating to the Pension Fund do not apply during the trial period: after that period, however, the rules will apply from the date of hiring.

ARTICLE 8

APPRENTICESHIPS

Apprenticeships

Considering the changed economic and social framework in which the employment relationship takes place, also in relation to the reorganisation of labour market legislation, taking into account the existing employment problems in maritime port contexts, with particular reference to the appropriateness of acquiring, with practical experience, specific skills corresponding to the transformations taking place in the activities of shipping agencies, the parties agree to set up contractual and regulatory instruments corresponding to the objective of increasing employment and its level of expertise.

Vocational apprenticeship

In the implementation of Article 42 of Legislative Decree No. 81/2015 and in particular paragraph 1, the parties agree on the following regulation of the provision of vocational apprenticeship, in order to allow for the hiring of workers with this type of contract.

The vocational apprenticeship contract is an employment contract of indefinite duration and can be entered into with workers aged between 18 and 29 years and with workers registered in the mobility lists pursuant to Article 47 paragraph 4 of 81/2015 and is aimed at professional qualification through a training path for the acquisition of basic, interdisciplinary and technical-professional skills.

For persons in possession of a professional qualification obtained pursuant to Legislative Decree No. 266/2005, the vocational apprenticeship contract may be entered into from the age of 17.

The vocational apprenticeship contract must be in writing between the company and the worker, stating:

- the service covered by the contract
- the duration of the apprenticeship period
- the training plan
- the qualification that can be acquired at the end of the apprenticeship period
- any trial period, which may not last longer than that provided for in the C.C.N.L. for the level to be acquired.

The vocational apprenticeship contract may be entered into for levels between the 3rd and 6th included in the C.C.N.L.

The maximum duration of the apprenticeship period and the pay periods are identified as follows:

a) apprenticeship aimed at obtaining professional skills up to the 3rd level: maximum duration 24 months with grading two levels lower for the first 12 months and one level lower for the remaining 12 months;

b) apprenticeship aimed at attaining professional skills up to the 4th and 5th levels: maximum duration 30 months with grading two levels lower for the first 15 months and one level lower for the remaining 15 months;

c) apprenticeship aimed at achieving professional skills up to level 6: maximum duration 36 months with grading two levels lower for the first eighteen months and one level lower for the remaining eighteen months.

It is understood that remuneration includes allowances (Art. 26) as well as what is paid for second-level bargaining.

If, during the training period, the worker is absent for maternity leave or for other reasons provided for in Consolidation Act no. 151/2001, or for illness or accident for periods, including non-continuous ones, that exceed a total of 30 days, the apprenticeship period will be extended for the same duration as the absence in order to be able to guarantee the training provided for by law.

Periods of apprenticeship and related training carried out with several employers, as well as those carried out with training institutions, must be certified by the companies or training institutions and accumulate, also for the purpose of fulfilling training obligations, provided that the training relates to similar contractual tasks.

Hirings under an apprenticeship contract are accounted for exclusively for the purposes of the numerical limits for the application of Title III of Law No. 300/1970.

With regard to sickness and accident treatment for personnel hired under vocational apprenticeship contracts, the regulations set out in Article 32 of this C.C.N.L. are confirmed.

The right to hire apprentices under a vocational apprenticeship contract cannot be exercised by companies that, at the time of entering into a new contract, are found not to have kept in service at least 60% of the apprenticeship contracts that expired in the previous 12 months. This rule applies in companies with more than three apprentices.

Throughout the duration of the contract, the worker hired under the vocational apprenticeship contract must be accompanied by a 'Tutor'.

For each apprentice, the company is obliged to provide 120 hours of formal training per year, either in-house or external to the company, for the acquisition of basic and technical-professional skills.

The training may be provided, in whole or in part, within the company concerned, at another company in the group or at another facility.

The training activities are divided into contents of a cross-disciplinary nature and contents of a professional character. Training of a cross-disciplinary nature, to which 35% of the total formal training will be devoted, has the same contents for all apprentices; that of a professional nature, on the other hand, has specific contents in relation to the professional qualification to be achieved.

Cross-disciplinary training activities are structured as follows:

a) interpersonal skills;

b) organisational and economic expertise;

c) skills concerning the regulation of labour relations and the C.C.N.L.;

d) expertise in the field of occupational safety.

Training relating to the regulation of labour relations referred to in letter c) above will be carried out in the first year. Training relating to the occupational safety regulations referred to in letter d) above will be carried out in the first year and will be delivered in accordance with the Agreement of 21 December 2011 as amended, between the Ministry of Labour and Social Policies and the Ministry of Health and the Permanent Conference for relations between the State the Regions and the Autonomous Provinces of Trento and Bolzano.

Formal training of a professional nature is aimed at achieving professional qualifications, corresponding to the training profiles identified by the parties to this agreement. In particular, for each training profile the relevant technical-professional skills - general and specific - that the apprentice must acquire during the course of the training relationship are listed, without prejudice to the possibility of integrating and/or modifying the profiles and the training plan in relation to the specific features and type of activity carried out by the company only following an agreement entered into at a territorial or company level with the signatory trade unions of this C.C.N.L. The training carried out and the skills acquired during the apprenticeship will be recorded in the Record of Personal Achievement, according to the procedures defined by the relevant legislation.

For any matters not provided for in this Article, reference should be made to the provisions of the law.

In the event of legislative changes for this regulated area, the Parties shall meet to adapt this text. The training profiles shall be defined in the annex which shall form an integral part of this Article.

The Ente Bilaterale Nazionale (National Bilateral Body) is required to supplement and/or amend said training profiles, in accordance with the declarations of the CCNL and the apprenticeship training plans also in relation to the agreements entered into at a territorial or company level with the signatory trade unions of this CCNL.

On an annual basis at company level, information will be provided to the RSA/RSU on the apprenticeship contracts entered into, expired, terminated and confirmed in the previous 12 months.

With regard to the Training Profiles, reference should be made to Annex no. 1 at the end of this C.C.N.L.

Apprenticeship with advanced vocational training

The parties agree that apprenticeship contracts for the acquisition of a diploma or for advanced training programmes will be applied according to the rules provided for, also following what will be regulated by the competent regions.

ARTICLE 9

PART-TIME EMPLOYMENT

Hiring under part-time contracts, in implementation of the provisions of Legislative Decree 81/2015, is governed by the rules of this Article and is carried out according to the same rules as for full-time staff.

The hiring of staff with a part-time employment contract is carried out as follows:

a) horizontal-type part-time: with reduced daily hours compared to those established for full-time staff;

b) vertical-type part-time: with full-time work limited to predetermined periods during the week, month or year;

c) mixed type part-time: with the combination of the two modes of employment referred to in (a) and (b) above, involving predetermined periods of full-time, part-time work or non-work.

Staff with part-time employment contracts may also be employed according to daily working hours that differ from those established for other full-time staff.

At the time of hiring, the company establishes the duration of part-time work, which shall not be less than 20 hours in the case of reduced hours compared to normal weekly hours, and 80 hours in the case of reduced hours compared to normal monthly hours.

The minimum continuous daily working time that part-time staff may be called upon to perform is set at four hours.

Pursuant to the legislation in force, the letter of employment shall contain a precise indication of the duration of part-time work and the time of day, week, month and year, without prejudice to the provisions of paragraphs 7 and 8 below.

With reference to the regulations in force, the part-time employment contract may be performed according to flexible procedures that allow for the variability of the timeframes of work, as set out in paragraph 6 above.

In vertical or mixed part-time employment relationships, the following may be adopted - in addition to flexible arrangements - also elastic modalities, which establish specific upward variations in the initially agreed duration of work performance.

The adoption by the company of the flexible arrangements as well as the elastic arrangements referred to in paragraphs 7 and 8 shall be justified by the need to meet specific and justified technical, productive, organisational or replacement requirements.

In the vertical or mixed part-time employment relationship, work performed under flexible arrangements may not exceed, in any calendar year, the maximum total limit of hours per head of 30 % of the already agreed performance.

The willingness to carry out the part-time relationship according to the modalities set out in paragraphs 7 and 8, requires the worker's consent, formalised through a specific written agreement, also at the same time as the letter of employment, drawn up pursuant to Article 6 of Legislative Decree 81/2015, at the worker's request, with the assistance of a member of the *RSA* adhering to the signatory trade unions, as indicated by the worker themselves. Any refusal of the worker to enter into the aforementioned pact does not constitute justified grounds for dismissal or the adoption of disciplinary measures.

An increase in the duration of work as well as a change in the location of work, in accordance with paragraphs 9 and 10, must be communicated by the company to the employee at least 5 days in advance.

For the sole hours worked following the application of the variation or change arranged by the company pursuant to the preceding paragraph, outside the hours or patterns agreed upon when establishing the part-time relationship (that is, converting the employment relationship from full-time to part-time, or modifying the

same), the employee shall be paid the hourly portion of the global remuneration increased by 20% including the effect of contractual and legal provisions.

After five months have elapsed from the conclusion of the agreement providing for flexible clauses, the employee may terminate it by giving the company one month's notice, when the following documented reasons exist:

- family needs;
- health protection needs certified by the competent public health service;
- need to pursue other non-conflicting or self-employed work;
- study and/or training needs.

This is without prejudice to the possibility for companies for workers to enter into new agreements containing elastic clauses.
With reference to current legislation, in part-time employment relationships of the horizontal, vertical or mixed type, it is the company's right to request additional work in the presence of substantial operational needs motivated by occasional or extraordinary events.

Additional work is defined as work in excess of that already agreed upon.

The employee's refusal to perform additional work cannot under any circumstances constitute a justified ground for dismissal.

In the part-time employment relationship, overtime work is permitted. These services are subject to the specific legal and contractual regulations in force, with reference to exceeding the normal daily or weekly working hours.

Overtime work shall be entitled to a surcharge of 20% on the total remuneration determined according to the items provided for in Article 20 and may not exceed, for each week, and in the case of vertical work, annually, the maximum total limit of hours per head of 20% of the already agreed performance.

Without prejudice to the ceiling referred to in the preceding paragraph, in the case of horizontal and mixed part-time employment relationships, overtime may be worked up to the maximum daily working hours of the corresponding full-time worker and on days when no work is scheduled. In the case of a vertical part-time employment relationship, such overtime may also be worked up to the maximum weekly, monthly or annual limit of the corresponding full-time worker and on days when no work is scheduled.

For any additional work performed in excess of the maximum total number of hours per head referred to in paragraph 17, the hourly portion of the overall remuneration shall be increased by 35%, including the effect of contractual and legal provisions.

Within the company, at the employee's request, overtime and/or supplementary work performed on a more than occasional basis may be consolidated in the working hours, subject to verification of the use of such work performed by the employee for more than 12 months.

Part-time staff are paid on the basis of the remuneration established for full-time staff, proportionate to the reduced working time.

The employment contract of part-time staff shall be regulated by the provisions of this agreement for full-time staff, subject to the exclusions and modifications specified in the articles concerned, in accordance with the principles of non-discrimination set out in the legislation in force. The clauses of this contract, as compatible with the particular characteristics of the contract, are applied in proportion to the duration of the service and the consequent level of remuneration.

The transformation of the employment relationship from full-time to part-time and vice versa must take place with the consent of the parties, who may establish the conditions for reinstating the original relationship. This consent must be in writing, validated by the competent Provincial Labour Directorate.

In the event of a change from a part-time to a full-time relationship and vice versa, the monthly global salary accruals relating to all contractual and legal provisions in the relevant calendar year are calculated in proportion to the actual duration of work in the two separate periods.

In the event of full-time and open-ended employment, companies shall give priority to the transfer to full-time status of workers, who so request, employed on a part-time and open-ended basis in production units located in the same municipality, assigned to the same duties or to duties equivalent to those for which the employment is envisaged. For these purposes, priority will be given to workers with greater seniority in the company and, in the event of a tie, to those with greater seniority.

Full-time permanent staff may apply to change to part-time work. The company reserves the right to accept such requests subject to business needs.

In the event of the hiring of part-time and open-ended staff, the employer is obliged to promptly inform existing full-time and open-ended employees employed in production units located in the same municipal area, also by means of written notice in a publicly accessible place on the company premises, and to give priority to any requests to convert full-time employees to part-time status.

Both the employee's request to switch to part-time work and the acceptance thereof must be in writing.

In examining the applications received, the company will give priority consideration to the following reasons: needs related to serious and proven health problems of the applicant; the need to continuously assist family members; family reasons for employees with children under three years of age; study reasons. All things being equal, the company will take into account the greater length of service.

Workers suffering from oncological pathologies, for whom a reduced working capacity remains, also due to the disabling effects of life-saving therapies, ascertained by a medical commission established at the territorially competent local health unit, have the right to transform the full-time working relationship into a vertical or horizontal part-time working relationship. The part-time employment relationship must be converted back into a full-time employment relationship at the employee's request. In any case, more favourable provisions for the employee remain unaffected.

From the date of the change from full-time to part-time, the corresponding rules for part-time staff apply for the purposes of all contractual provisions. Periods of full-time service shall be counted in full.

Compared to the full-time, permanent staff in force as at 31 December of the previous year, the number of part-time, permanent staff employed in the company may not exceed an average of 30% of the workforce during the year.

ARTICLE 10

INTEGRATION CONTRACT

(Repealed by Law 92/2012)

The parties agree to implement the inter-confederal agreement concluded on 11 February 2004 between Confindustria, Confcommercio, Confesercenti, Abi, Confservizi, Coldiretti, Cia, Confagricoltura, Apla and CGIL, CISL, UIL and UGL for the regulation of the new integration work contract.

Without prejudice to the provisions of the aforementioned inter-confederal agreement, the parties nevertheless deem it appropriate to provide that:

- the category in which the worker is classified must be one level lower than the category which, according to the C.C.N.L. applied, is due to workers assigned to tasks or functions requiring qualifications corresponding to those for which the integration/reintegration project covered by the contract is intended;
- maintenance of the provisions of point 5) and point 1) of the national agreement on CFLs (Training on the job contracts).

Both parties also agree to provide for a standard draft of an individual integration project as provided for in Article 52.

The integration contract may provide for a minimum duration of nine months and a maximum duration of eighteen months, with the exception of persons recognised as suffering from serious physical, mental or psychological disabilities, for whom the integration contract may provide for a maximum duration of thirty-six months.

In the case of the reintegration of persons with professional skills compatible with a new organisational context, taking into account the correspondence of the skills possessed by the worker with the task for which the reintegration project is intended, the duration may not exceed twelve months.

The rights of workers entering employment through the above-mentioned instruments will be protected, in terms of pay and trade union rights, within the limits provided by law, as for workers hired on a permanent basis.

ARTICLE 11

FIXED-TERM CONTRACTS

Hiring under fixed-term contracts is regulated by Legislative Decree 81/2015.

Excepting what is stated below for seasonal activities, it is not possible to cumulate several fixed-term employment contracts beyond the 36 months established by law (the parties to this C.C.N.L. duly explicitly renounce to exceed this limit through second-level bargaining).

The rules relating to the Pension Fund do not apply to staff employed under a fixed-term contract of no more than three months.

The parties agree that in the event of the extension of the term for replacement reasons due to maternity, in order to allow for a regular handover between workers, the contract may begin one month before the date of the worker's absence and end one month after the date of her effective return to service, including, moreover, in the same justifying cause the extension of the term also for any absences for holidays and leave that the worker may request at the end of the period of leave period as provided for by Legislative Decree no. 151/2001.

From the date of entry into force of this contract, the entrepreneurial Organisation responsible for the territory will notify the trade unions of any hirings made under a fixed-term employment contract.

ARTICLE 11bis

SEASONAL WORK

It is acknowledged that:

- the sector of Shipping Agencies operating specifically in the Cruise and Yachting sector is characterised by a close link between employment and the trend of business flows, which vary in relation to multiple factors linked to seasonality in its various forms: cyclical, climatic, in relation to holidays, also with reference to companies that open all year round;

- In such cases, in order to maintain appropriate service levels, it is necessary to adjust the workforce by concluding fixed-term employment contracts, also with reference to companies that are open all year;

- Law No 247 of 24 December 2007 introduced, on the subject of fixed-term contracts, a reference to shared opinions and to national collective agreements signed by trade unions of workers and employers comparatively more representative at national level, in order to establish: the seasonal activities, in addition to those defined by Presidential Decree No 1525 of 7 October 1963, for which the limit of thirty-six months referred to in the aforementioned Article 19 of Legislative Decree No 81/2015 does not apply.

The parties, within the scope of their contractual autonomy, agree as follows:

- in relation to the particularity of the sector of shipping agencies operating in the Cruise and Yacht sector, given the legislative reference to national bargaining provided for by Article 21 paragraph 2 of Legislative Decree No. 81/2015, the regulations on the succession of fixed-term contracts set forth in the above-mentioned Legislative Decree 81/2015 do not apply in respect of employment contracts attributable to seasonality limited to the following situations:
- shipping agencies operating in the cruise and yachting sector in respect of personnel engaged in activities exclusively related to the above sectors;

Seasonality applies only in the period between 1 April and 31 October each year.

The seasonal nature of a fixed-term contract must be stated in the written document itself as per in Article 19(4) of Legislative Decree 81/2015.

Upon entering into the seasonal fixed-term contract, the company must inform, also through its relevant trade association, the *RSA/RSU* or the territorially competent or national trade unions, with specific indication of the worker's professional profile.
The following clarification is inserted in the last paragraph:

These regulations may also be extended to shipping agencies operating in the ferry sector, subject to an agreement to be signed at national level between the parties to this contract.

ARTICLE 12

AGENCY WORK - INTERMITTENT WORK AND SHARED WORK

AGENCY WORK

The temporary employment contract serves to meet the fixed-term needs of enterprises and must correspond to cases in which a fixed-term (direct) employment contract is possible, and can be concluded, including for the temporary increase of activities, in the following cases:

- peaks of intense activity that cannot be coped with by resorting to the company's normal production resources;
- when the employment takes place for the performance of a work, service or contract which is defined or predetermined in time and which cannot be carried out by resorting solely to the company's normal production resources;
- for the performance of particular services that, because of their specific nature, require the use of skills and **specialisation** different from those already employed or that are exceptional in nature or lacking in the local labour market.

Temporary workers employed for the above cases may not exceed, for each quarter, an average of 10% of the workers employed by the user enterprise under an open-ended contract. Alternatively, temporary employment contracts may be concluded for up to five temporary workers, provided that the total number of permanent employment contracts in place in the enterprise is not exceeded.

The user company notifies the RSU/RSA and, failing that, the territorial trade unions belonging to the most representative national workers' confederations:

a) the number, and the reasons for the use, of temporary work prior to the conclusion of the supply contract referred to in the first paragraph; if there are justified reasons of urgency and the need to enter into the contract, the user enterprise shall provide the aforementioned notifications within the first five following days;

b) every 12 months, also through the employers' association of which it is a member or to which is gives a mandate, the number of, and reasons for, the temporary employment contracts entered into, their duration, and the number and qualifications of the workers concerned.

INTERMITTENT WORK

Also in consideration of the non-issuance of ministerial decrees provided for by law, the parties, noting the impossibility of applying the relevant regulations within the context of the activities of the Shipping Agencies, postpone any examination to the stipulations of the subsequent C.C.N.L.

SHARED WORK

In view of the special nature of employment relationship, which provides for all positions an adequate and constant professional training which would require joint performance by several persons, reference is made to the application of the rules for part-time contracts.

ARTICLE 13

CHANGE OF DUTIES AND CHANGE OF LEVEL

An employee shall be assigned to the duties for which they were recruited or to those corresponding to the higher category they have subsequently acquired or to duties equivalent to the last ones actually performed, without any reduction in remuneration. In the event of assignment to superior duties, the employee shall be entitled to the remuneration corresponding to the work performed, and the assignment itself shall become definitive, provided this has not occurred for the purpose of replacing an absent worker with the right to retain their post, after a period fixed by collective agreements, and in any case not exceeding three months. An employee cannot be transferred from one production unit to another except for proven technical, organisational and production reasons.

Once a period of:

- three months for **5th** level employees;
- two months for staff at other levels

has elapsed in the performance of superior duties, the transfer of the employee will certainly take place, to all intents and purposes, to the new level.

In the case of replacement of another employee who is absent with the right to retain his or her post, the remuneration referred to above shall be due for the duration of the replacement, without a change of level.

ARTICLE 14

ACCUMULATION OF DUTIES

An employee who is assigned to perform duties falling under two different levels on a continuous basis shall be assigned to the higher level, if the duties falling under the latter level are prevalent compared to those normally performed, and in any case in accordance with the provisions of Article 13.

If this is not the case, they will be assigned to the higher level after eighteen months of performing the duties falling under the two levels.

ARTICLE 15

NORMAL WORKING HOURS

CLERICAL STAFF

The normal working hours, from 1 January 2002, is 39 hours per week, spread over five days, Monday to Friday.

Daily work will be performed in the timeframe from 8 a.m. to 7 p.m.

During the day, the worker is entitled to an unpaid break of a minimum of 30 minutes for eating a meal. Any changes to the existing conditions must be agreed between the parties.

The distribution and structure of working hours will be subject to prior examination between the parties.

As from 1 January 2001, in addition to the groups of hours due for abolished public holidays and for individual paid leave in accordance with this Article, an additional 12 hours per year shall be granted in the form of individual and/or collective paid leave per year of service or part thereof.

From that date, in addition to the groups of hours due for the abolished public holidays, for individual paid leave in accordance with this article and the provisions of the preceding paragraph, a further 8 hours per year shall be recognised for individual and/or collective paid leave to be taken on the basis of the year of service or fraction thereof. Following the absorption of the 48 hours of leave (as provided for by the C.C.N.L. of 2 August 2000) and the established duration of the working week at 39 hours, the hours of paid leave amount to 40 for each year.

Leave must be taken in accordance with the procedures agreed between the parties, also taking into account the specific needs of the company, and will also be re-proportioned on an annual basis in relation to unpaid absences (optional absences after childbirth, extended leave, etc.) without prejudice to the provisions of the aforementioned procedures agreed between the parties.

It is the company's right to call on duty on Saturday mornings personnel strictly necessary to ensure essential services.

Hours worked on Saturday mornings will be remunerated at the global hourly rate plus 25%.

Employees assigned to accounting machines (for punched card accounting machines, this rule only refers to machines for preparing and verifying cards) may not normally be assigned to use them for more than five hours a day, without prejudice to more favourable conditions in force.

Persons assigned to use equipment with video terminals will be assigned to use them in accordance with the regulations set out in Legislative Decree 81/2008.

In particular, the company will:

- ensure a break of 15 minutes for every 120 continuous hours of activity for a worker who continues to work for at least 4 consecutive hours;

- comply with health surveillance obligations:

    1) before the operator is assigned to VDT use;

    2) every five years until the employee's 50th birthday;

    3) every two years after the age of 50;

    4) every two years if, as a result of the preventive visit, the operator is judged 'fit with limitations';

    5) whenever the worker suspects a supervening impairment of visual function, confirmed by the company doctor.

Documentation proving compliance with the provisions of Legislative Decree 81/2008 (e.g., risk assessment documentation) must be provided to the *RLS* (Workers' Health and Safety Representative) or, in their absence, to the *RSA-RSU* or trade union administrative offices.

For matters not provided for in this article, reference should be made to the legal regulations on working hours and the relevant exceptions and dispensations.

Statement for the record

The parties acknowledge that, in establishing the rules governing working hours and overtime, they did not intend to introduce any changes to the provisions of Article 17, paragraph 5 of Legislative Decree No. 66 of 8 April 2003, which excludes from the limitation of working hours executives, company managers or other persons with autonomous decision-making powers.

To this effect, it is confirmed that managers, excluded from the limitation of working hours, are to be regarded as 'those in charge of the technical or administrative management of the company or a department thereof with direct responsibility for the performance of services'; such personnel do not, therefore necessarily correspond to fifth- and sixth-level staff.

STAFF WITH NON-CLERICAL DUTIES

Working hours are thirty-nine hours per week with a maximum of eight hours per day and are normally spread over five days from Monday to Friday.

Daily work will normally be performed between 8 a.m. and 7 p.m., excluding cleaning and custodial staff.

The company, in establishing work and rest shifts among personnel with the same qualifications, shall ensure that, consistent with the company's needs, they are coordinated in such a way that Sundays and night hours are equally distributed among the personnel and guarantee each person, in addition to daily rest, twenty-four hours of uninterrupted rest per week.

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

In the case of shift work, the staff of the shift being terminated may not leave the service until they have been replaced by the staff of the next shift.

PAID LEAVE

For all workers, individual paid leave (for a total of 32 hours) replacing the 4 public holidays abolished by Law No. 54 of 1977, shall be taken starting from 1 January 1980. The leave shall be taken individually in groups of a minimum of 1 hour and a maximum of 8 hours in periods of reduced activity and by rotation of workers, which does not imply absences that hinder the normal course of production.

Further groups of annual leave will be taken in the same manner, with the following starting dates and subdivisions,

+ 16 hours	on a yearly basis	from 1 January 1982
+ 8 hours	on a yearly basis	from 1 July 1984
+ 8 hours	on a yearly basis	from 1 July 1985
+ 8 hours	on a yearly basis	from 31 December 1985
+ 8 hours	on a yearly basis	from 1 July 1989
+ 8 hours	on a yearly basis	from 31 March 1991
+ 4 hours	on a yearly basis	from 1 October 1993
+ 8 hours	on a yearly basis	from 1 January 1995
- 48hours August 2000	absorption of reduced working hours C.C.N.L. 2	
+ 8 hours	on a yearly basis	since 1 January 2001
+ 12 hours	on a yearly basis	since 1 January 2001

The total amount of individual paid leave is, therefore, 72 hours, including the former public holidays.

At the company level, the parties may agree to convert the 72 hours of leave into actual reductions in working time.

Of the 72 annual hours, 8 hours will normally be allocated to the afternoon of Christmas Eve and the afternoon of 31 December.

Such leave shall be taken by 31 December of the year to which it relates or, failing that, may be paid at the employee's request with the amount due for April of the following year. It is understood that in the absence of such a request, the aforementioned leave will not lapse but will merge with those of the following year.

If there are changes in the law, the parties will meet again to adapt the preceding paragraph to the changes that have occurred.

Paid leave cannot be combined with holidays.

As regards the public holiday the celebration of which has been moved to the following Sunday (4 November), the employee will benefit from the treatment provided for public holidays coinciding with Sundays.

Since this is an annual-based provision, fractions of less than one year will be calculated in twelfths.

These regulations replace in all respects the regulations in the contract on abolished public holidays.

ARTICLE 16

WEEKLY REST

The weekly rest period must normally be granted on Sundays, subject to statutory exceptions.

For workers allowed to work on Sundays, with compensatory rest on another day of the week, Sunday shall be considered a working day, except for the application of the increases referred to in Article 18, while the day set aside for compensatory rest shall be considered a holiday to all intents and purposes.

CLERICAL STAFF

In the event of a change in the rest rota, the employee shall be given advance notice no later than the third day before the day fixed for rest, with the right, in default - for the day on which they should have had for rest - to an increase equal to that for holiday work.

STAFF WITH NON-CLERICAL DUTIES

If, due to service requirements, the compensatory rest day has to be shifted to another day of the week not included in the duty roster predetermined at least three days in advance, the employee shall be entitled to an allowance equal to 20% of the daily salary.

ARTICLE 17

PUBLIC HOLIDAYS

The following are considered
public holidays:

a) all Sundays, or compensatory weekly rest days;

b) the following national or midweek public holidays:

1. New Year's Day (1 January)
2. Epiphany (6 January)
3. Easter Day
4. Easter Monday (moveable)
5. 25 April (Liberation anniversary)
6. 1 May (Labour Day)
7. 2 June (anniversary of the Republic)
8. Feast of the Assumption (15 August)
9. All Saints' Day (1 November)
10. Immaculate Conception (8 December)
11. Christmas Day (25 December)
12. Boxing Day (26 December)
13. Feast day of the patron saint of the place where the worker works.

Notwithstanding a minimum of 13 public holidays, any variation, even an increase, established by the authority in the list of public holidays, shall be deemed to be included in the list referred to in b) above, and shall give rise to the remuneration provided for in this Article.

For the holidays referred to in (b) above that fall on a Sunday or Saturday or other public holiday, in addition to the monthly remuneration, one day's global remuneration is due, calculated on the basis of one twenty-second of the monthly remuneration. The same treatment shall be due to an employee who is absent from work for the following reasons:

a) accident, illness, pregnancy, childbirth and optional period of absence following childbirth, marriage leave, holidays, leave and absence for justified reasons;

b) suspension from work, for whatever reason, regardless of the employee's will.

The same treatment is also due, for public holidays coinciding with a Sunday or another public holiday, to those who work on a Sunday while enjoying the required compensatory rest on another day of the week, it being understood that no compensation is due if the public holiday coincides with the day of compensatory rest.

On the day on which Sunday coincides with a public holiday, the employee referred to in the preceding paragraph, who normally works on Sunday with compensatory rest on another day, shall not be required to work at all. Any services will therefore be compensated as holiday overtime.

In the event of work on the public holidays listed in letter b) of the treatment referred to in the preceding paragraphs, remuneration shall be paid for the hours worked with the increase provided for in Articles 18 and 19.

ARTICLE 18

NIGHT WORK - SUNDAY WORK WITH COMPENSATORY REST - WORK ON NATIONAL OR MID-WEEK PUBLIC HOLIDAYS

An employee may not refuse, except for justified reasons of impediment, to perform, within the limits permitted by law and within their normal working hours, night work, Sunday work with compensatory rest and work on national or midweek public holidays.

Night work is considered to be work performed between the hours of 10 p.m. and 6. a.m.. Work performed in regular, alternating shifts shall be considered as shift work.

Sunday work with compensatory rest is considered to be work performed on Sunday by an employee who enjoys weekly rest on another day of the week, established at least three days in advance of the Sunday worked.

For night work, Sunday work with compensatory rest, and work on national and midweek public holidays, the following increases in global salary shall be applied, determined according to the headings set out in Article 20:

NIGHT WORK

performed by the watchman: 15% increase

included in rotating shifts: 15% increase

not included in rotating shifts: 25% increase

SUNDAY WORK WITH COMPENSATORY REST

daytime: 20% increase

night: 50% increase

WORK ON NATIONAL AND MIDWEEK PUBLIC HOLIDAYS

(worked within normal working hours): increase: 50%.

ARTICLE 19

OVERTIME WORK

An employee may not refuse, within the limits allowed by law, to work overtime, unless there are justified reasons to do so.

Overtime is considered to be work performed over and above the normal working hours referred to in Article 15.

Overtime may not normally exceed two hours per day, twelve weeks and 220 hours per year per employee.

Work performed on a Sunday is considered as holiday overtime, except in the case of workers for whom their rest falls on another day; for them, any work performed on a day of compensatory rest is considered as holiday overtime.

Holiday overtime is also considered to be work performed outside normal working hours on the holidays referred to in Article 17.

Night work is considered as overtime if performed between the hours of 10 p.m. and 6 a.m..

For overtime work, without prejudice to more favourable rules established by supplementary regional, provincial or company agreements, the following increases shall be paid on the global salary determined on the basis of the items provided for in Article 20:

WEEKDAY OVERTIME WORK

daytime: 25% increase
night: 50% increase

HOLIDAY OVERTIME WORK

daytime: 65% increase;
night: 75% increase

The aforementioned percentages, as well as those of Articles 17 and 18, are not cumulative, it being understood that the higher absorbs the lower.

For the purposes of this article and of articles 17 and 18 above, hourly remuneration shall be determined according to the rules laid down in article 20. Where remuneration is paid in whole or in part on the basis of commissions, the fixed part shall be taken as the basis, with a minimum in each case of the remuneration referred to in Article 20.

ARTICLE 19 bis

HOUR BANK

On an experimental basis, without prejudice to the regulations on overtime work set out in Article 19, the parties agree as follows:

The companies concerned, subject to prior notification and agreement with company trade union representatives, or failing that with the territorial trade union organisations, may set up an Hour Bank for the management of flexible working hours and overtime.

In the event of the implementation of this provision, the overtime hours worked after the 120 hours per year, without prejudice to the payment of the increase provided for by the contract in force, will be recorded in an individual 'hour bank' and the employee will benefit from corresponding compensatory rest periods;

By company/territorial agreement, the parties may determine a different limit from which the application of the hour bank is to take effect, as well as regulate the manner in which compensatory rest is to be taken.

ARTICLE 19 ter

AVAILABILITY FOR WORK

On-call availability is a provision complementary to normal working hours, through which an employee is at the company's disposal to ensure, according to a schedule, the continuity of services and the functionality of installations.

Professional figures who must be on call during non-working hours in order to meet technical and organisational requirements connected to the correct operation of the company and to the safety of the facilities may be identified at company level, subject to joint examination for its definition with the trade union/staff union representatives, where present. The maximum periods of on-call time, the specific remuneration due to the on-call worker and the application procedures for any recovery of daily rest interrupted as a result of on-call time shall also be identified at company level.

The workers concerned may not refuse to work on-call shifts unless justified.

ARTICLE 20

REMUNERATION

The worker's global remuneration is composed of the following elements:

1) Total pay;
2) any seniority steps accrued pursuant to Article 23 (*);
3) any other increase however denominated;
4) canteen allowance, in localities where it exists;
5) other allowances that may be provided for in supplementary bargaining.

Cash and handling allowance, reimbursement of expenses and any other remuneration in the nature of compensation are excluded from the remuneration.

The daily wage is obtained by dividing the monthly wage by 22.

The hourly wage is obtained by dividing the monthly wage by 168.

The remuneration shall be paid at the end of each month by means of a pay slip drawn up in accordance with the law. In the event of a dispute concerning the constituent elements of the remuneration, the employee shall in the meantime be paid the undisputed part of the remuneration.

ARTICLE 21

TOTAL PAY

With effect from 1 September 2021, 1 September 2022 and 1 September 2023 respectively, the following total pay (basic pay, contingency pay and EDR) shall apply:

Levels	1st September 2021	1st September 2022	1st September 2023	Parameters
7	2185.14	2219.33	2253.52	155
6	2087.29	2119.93	2152.58	148
5	2030.08	2061.85	2093.61	144
4	1917.70	1947.70	1977.70	136
3	1691.91	1718.38	1744.85	120
2	1621.17	1646.54	1671.90	115
1	1409.92	1431.98	1454.04	100

For all the provisions of the former contract in which remuneration was determined by reference to a percentage of basic pay, the employee's share shall be quantified on the basis of a percentage of the total pay minus the contingency allowance crystallised at the amount in force on 31/3/2004.

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Welfare 180 € to be paid in 3 instalments of 60 € each on the following dates:

- 60 € with effect from 1 July 2021
- 60 € with effect from 1 July 2022
- 60 with effect from 1 July 2023.

The disbursement, for companies without a welfare platform, will be paid through ticket compliments.

ARTICLE 22

LUMP-SUM PAY

Employees in force at the date of the signing of the economic agreement, 12 February 2009, shall be granted a LUMP-SUM allowance of €300.00 gross, to be paid, in equal measure for all levels, in the month of March 2009.

The payment of the LUMP-SUM is to be considered as covering the contractual holiday period from 1 April 2008, and will be re-proportioned to the date of hiring.

See All. no. 2

ARTICLE 23

SENIORITY INCREASES (*)

Workers, for seniority accrued after the age of 18 years in the same company or group of companies (i.e. companies belonging to the same parent company), shall be paid, for each two-year period of seniority, and up to a maximum of eight two-year periods, regardless of any increase in merit, a fixed amount carry-over differentiated by salary level at the time each two-year period of seniority is accrued.

The amounts, to be paid upon accrual of the next increase, are as follows:

LEVELS	
IS	30.99
I	30.21
II	27.89
III	26.08
IV	24.53

The amount of the increases, determined according to the criteria set out in the preceding paragraph, shall be paid with effect from the first day of the month immediately following the month in which the two-year seniority period is completed.

Seniority increases cannot be absorbed by previous and subsequent merit increases, nor can any merit increases be absorbed by increases accrued or to be accrued.

In the event of a change of level, the worker shall retain the amount of seniority increases accrued in the level of origin. This amount, for the purpose of determining the number of increases, or fraction of a number of increases, which will then be considered as accrued by the worker, shall be divided by the value of the same (fixed amount) corresponding to the new level.

The employee will be entitled to accrue as many additional seniority increases, or fractions thereof, as necessary to reach the maximum number of eight.

The part of the two-year period in progress at the time of the change of level will be useful for the purposes of accruing the next seniority increase in the new level.

By way of example:

total sum of increases (old and new level): new level increase value = actual number of increases.

The regulations provided for in this Article take effect on 1 July 1984 and replace for all intents and purposes those previously established, which must therefore be considered repealed.

With effect from 1 April 2004, the amounts to be paid when the next step accrues, based on the new staff classification, are as follows:

LEVELS	
7th	€ 33.00
6th	€ 32.50
5th	€ 32.00
4th	€ 28.,75
3rd	€ 27.75
2nd	€ 26.50

ARTICLE 23 Bis

COMPANY LOYALTY BONUS

See Enclosure No. 3

Companies which, at the date of the signing of this contract, do not recognise, by agreement or company custom, bonuses and/or one-off bonuses linked to company seniority, however denominated, shall pay workers on reaching the twenty-fifth year of their employment (including conventional bonuses following transfers of the company pursuant to Article 2112 of the Italian Civil Code), a one-off bonus called a company loyalty bonus equal to half a gross monthly salary with a maximum ceiling of €2,000.00;

The above amount will be paid with the pay slip following completion of the 25th year;

This rule applies to workers who reach the above-mentioned seniority after the effective date of this contract.

ARTICLE 24

THIRTEENTH MONTH'S SALARY OR CHRISTMAS BONUS

For each year, the company is obliged to pay employees a 13th month's salary or Christmas bonus equal to the monthly global remuneration.

The payment of the thirteenth month's salary or Christmas bonus will normally take place by 16 December.

In the event of commencement or termination of employment during the year, the employee shall be entitled to as many twelfths of the amount of the thirteenth month's salary or Christmas bonus as there are months of service.

Fractions of a month not exceeding or equal to 15 days will not be calculated, while they will be considered as a full month if they exceed 15 days.

ARTICLE 25

FOURTEENTH-MONTH'S SALARY

By 10 July of each year, the company is obliged to attribute to staff a fourteenth month's salary equal to the monthly global remuneration in effect on 30 June.

The fourteenth month's salary refers to the year preceding the payment date, i.e., the period from 1 July of the previous year to 30 June of the current year. In the event of the commencement or termination of employment during the aforementioned annual period, the employee shall be entitled to as many twelfths of the amount of the fourteenth month's salary as the number of months of service performed.

Fractions of a month not exceeding or equal to 15 days will not be calculated, while fractions of a month exceeding 15 days will be considered as a full month.

The fourteenth month's pay shall be counted only for the purposes of severance pay and notice period, and, for clerical staff, also for the purposes of the payment of contributions to the pension fund referred to in Article 42 of this contract.

ARTICLE 26

SPECIAL ALLOWANCES

1) ALLOWANCE FOR THE USE OF MEANS OF TRANSPORT

The company will pay employees with non-clerical duties who use their own means of transport for work a monthly allowance to be agreed between the parties.

2) ACCOMMODATION OF STAFF WITH NON-CLERICAL DUTIES

Non-clerical staff who are required by the company to remain continuously at the company's disposal for service reasons will be granted accommodation free of charge.

3) CASH AND HANDLING ALLOWANCES

Clerical staff with cashier status will be paid a risk allowance in the amount of 5% of their monthly global salary.

Other staff who normally handle money with charges for errors will be paid a risk allowance of 3% of their monthly global remuneration.

This indemnity shall not be paid to the personnel in question, only in the event that the company has exonerated them in advance, in writing, from any liability for any shortcomings in the rendering of accounts.

The recalculation of the aforementioned cash and handling allowances, as regards changes in the contingency allowance, shall take place at the end of each calendar year and shall apply from the following 1 January.

Interest from any deposits shall accrue to the benefit of the employee.

Statement for the record

Clerical staff not qualified as cashiers, who are or have been granted a 5% bonus for their duties, shall be retained or paid on their global remuneration for as long as they perform the aforementioned duties.

ARTICLE 27

ABSENCES AND LEAVE

Except in cases of force majeure, all absences must be justified by the morning following the first day of absence.

In the event of unexcused absences, the sanctions set out in Article 36 below may be applied.

If an employee so requests, the company may grant him/her short-term leave for justified reasons, without paying the corresponding remuneration and without counting it against the annual holiday period.

For leave for student workers, reference should be made to Article 10 of Law no. 300 of 20/5/1970 ([1]). Law 53/2000 and subsequent amendments.

A permanent employee may request a period of leave, lasting no more than two years during his or her working life, for serious and documented family reasons, pursuant to Article 4(2) of the Law of 8 March 2000 No. 53 ([2]) and the Decree of the Minister for Social Solidarity No. 278 of 21 July 2000 ('Regulations containing provisions for the implementation of Article 4 of Law No. 53 of 8 March 2000 concerning leave for special events and causes').

The leave must be justified by the personal situation of the worker, a member of his or her registered family, spouse, children, and other persons indicated in Article 433 of the Civil Code, even if not cohabiting, of handicapped persons who are relatives or relatives-in-law within the third degree, even if not cohabiting.

The serious reasons for which the request for leave referred to in this paragraph is justified consist of:

- family needs resulting from the death of one of the persons listed above;
- need for special efforts in the care or assistance of one of the above-mentioned persons;
- situation of serious personal hardship (excluding illness) of the worker;
- specific acute or chronic pathologies affecting one of the above-mentioned persons such as those indicated in letter d) of paragraph 1 of Article 2 of Ministerial Decree No 278 of 21 July 2000.

Leave may be taken continuously or in instalments. Its enjoyment is certified by the employer at the end of the employment relationship; fractions of a month are also taken into account in the calculation.

During the period of absence on leave referred to in this Article, the employee is entitled to keep their job: they are not entitled to any pay and are prohibited from carrying out any work activity.

Without prejudice to the application of the provisions of Article 4(2) of Law no. 53 of 8 March 2000 concerning redemption and voluntary continuation, the period of leave is not taken into account for seniority and social security purposes.

A worker who intends to make use of the leave referred to in this Article must apply for it in writing, giving at least 15 calendar days' notice, except in cases of objective impossibility, specifying, while respecting the confidentiality of the person concerned, the reason for the application, and attaching the appropriate documentation from the specialist doctor of the National Health Service or who has an agreement with it, or from the general practitioner or freely chosen paediatrician, or from the health structure in the case of hospitalisation or surgery. The starting date and duration of the leave period(s) requested should also be indicated, and, where possible, a minimum duration should also be indicated. If the leave is requested for situations requiring special efforts on the part of the employee or for reasons of serious personal hardship, the existence of the conditions laid down therein must be indicated in an application.

The company must make a decision on the application within 20 working days of its receipt.

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1 See text of Law No. 300 of 20/5/1970

2 See text of Law 8/3/2000, No 53

The parties have the right to indicate whether or not it is possible for the worker to return to the company early and if so to specify with what notice. In any case, the worker may always return early with the consent of the company.

In the event of a particular acceptance or refusal, the employee may request a re-examination of his or her application within the following 20 days, assisted by the *RSA/RSU* or the territorial trade unions.

Pursuant to the provisions of Article 4(3) of Law 53/2000, an employee who resumes work after taking leave under this Article for a total of two years may attend a theoretical-practical training course lasting a maximum of 160 hours, of which at least half must be theoretical training; where the period of leave has been less than two years, the duration of the course will be re-proportioned in relation to the duration of the leave and the employee's duties.

The worker is entitled to a paid leave of three working days per year in the event of the death or documented serious illness of a spouse or a relative up to the second degree of kinship or cohabiting partner, provided that the worker's or employee's stable cohabitation is supported by a registry office certificate. Alternatively, in cases of documented serious illness, the worker may agree with the employer on different working arrangements.

ARTICLE 28

LEAVE FOR TRADE UNION OFFICES AND EXTENDED LEAVE

The members of the executive, provincial and national bodies of the associations referred to in Article 19 of Law No. 300 of 20 May 1970 are entitled to paid leave for the performance of their duties when their absence from work is expressly requested in writing by the aforementioned organisations.

These permits will be granted for a maximum of 9 days per year.

If more than one worker in the same company is eligible for leave, the leave granted to individuals is added together and in total may not exceed a maximum of 18 days per year.

The above-mentioned provisions and any related changes must be communicated in writing by the aforementioned organisations to the territorial employers' associations, which will inform the company to which the worker belongs.

A period of leave of absence of a maximum of six months, renewable, may be granted for the performance of the above trade union duties as well as for those related to elected public offices, during which the employment relationship remains suspended for all purposes.

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

Entitlement to such paid leave is held by at least:

a) one manager for each company trade union representation in production units employing up to 200 employees in the category for which it is organised;

b) one manager for every 300 or fraction of 300 employees for each company trade union representation in production units employing up to 300 employees in the category for which it is organised;

c) one manager for every 500 or fraction of 500 employees in the category for which the company trade union representation is organised in larger production units, in addition to the minimum number referred to in b) above.

Paid leave for company trade union leaders shall not be less than 8 hours per month in the companies referred to in (b) and (c) of the preceding paragraph; in the companies referred to in (a), paid leave shall not be less than 2 hours per year for each employee.

An employee who intends to exercise the right referred to in the first paragraph must give notification in writing 24 hours in advance through the company trade union representatives.

Company trade union leaders are entitled to unpaid leave for participation in trade union negotiations or conferences and conventions of a trade union nature, to the extent of not less than eight days per year.

Workers who intend to exercise the right referred to in the preceding paragraph must notify the company in writing three days in advance, through the company trade union representatives.

VOLUNTEERING

In relation to the provisions of Article 17 of Law No. 266 of 11 August 1991, the parties agree that workers who are members of voluntary organisations listed in the registers of the aforementioned law have the right to take advantage, compatibly with technical and production requirements, of the forms of flexibility of working hours and shifts in force within the company.

Criteria for access to this regulation will be defined at company level.

ARTICLE 29

STUDY SUPPORT

In order to contribute to the cultural and professional improvement of workers, the companies shall agree, in the cases and under the conditions set out in the following paragraphs, on paid leave for non-trial period workers who intend to attend study courses included in the school system held at public institutes established pursuant to Law no. 1859 of 31 December 1962, or recognised pursuant to Law no. 86 of 19 January 1942, as well as vocational training courses established at national level pursuant to Article 2, point f), of this contract and the leave and concessions provided for by Law 53/2000 shall also be granted.

Workers may apply for paid leave up to a maximum of 150 hours per person in a three-year period and within the limits of a total number of hours for all employees in the production unit, which will be determined at the beginning of each three-year period - starting on 1 October 1976 - by multiplying the 150 hours by a factor equal to one-tenth of the total number of employees working in the production unit on that date.

Workers who may be absent from the production unit at the same time to attend courses of study shall not exceed two per cent of the workforce employed on the date referred to in the preceding paragraph.

In companies employing between 30 and 49 employees, the right to study is in any case granted to only one employee during the year.

In each production unit and within each department, the performance of normal activity must in any case be guaranteed.

An employee requesting paid leave under this article must specify the course of study in which he/she intends to participate, which must entail attendance, even in hours that do not coincide with working hours, at double the number of hours requested as paid leave.

To this end, the worker concerned must submit a written request to the company by the deadline and in the manner to be agreed with the employer. These deadlines will not normally be less than three months.

If the number of applicants is such as to result in exceeding the annual average of the three-year total number of hours and in any case determines the occurrence of situations conflicting with the conditions referred to in the third and fourth paragraphs of this Article, the company management, in agreement with the trade union representation, where existing in the company, and without prejudice to the provisions of the third and fourth paragraphs above, shall reduce proportionally the individual rights on the total number of hours on the basis of objective criteria (such as: age, length of service, characteristics of the courses of study) for the identification of the beneficiaries of the paid leave and the relative number of hours that can be allocated to each.

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

The territorial organisations belonging to the contracting national associations are entrusted with jointly carrying out the most appropriate actions so that the competent bodies prepare courses of study which, guaranteeing the purposes set out in the first paragraph, foster the acquisition of higher professional values and are appropriate to the characteristics of the activities of shipping agencies.

ARTICLE 29 bis

VOCATIONAL TRAINING LEAVE

The training of workers, where there is a legal obligation to do so, must take place during working hours and may not entail financial burdens on workers.

Workers are entitled, within working hours, to an additional 20 hours during the year to attend training courses provided by the National Bilateral Body.

The choice of courses must be relevant to the employee's work activity and in any case compatible with the technical and organisational needs of the company.

Unused hours cannot be accumulated.

Workers employed by companies that are not members of the National Bilateral Body may use these hours to attend training courses on subjects related to their professional field; the cost of the training will be borne by the employer up to a maximum amount of €500.00.

ARTICLE 30

MARRIAGE LEAVE

The employee is entitled to paid leave of 15 calendar days for getting married.

This right is extended to *de facto* unions. For the purposes of this article, "de facto union" means the relationship between two persons, including those of the same sex, bound in a continuous manner by a communion of affective and material life, lasting at least six months and evidenced by a civil registration certificate of family status attesting to the state of cohabitation.

Marriage following a de facto union for which the corresponding leave has been taken does not give entitlement to a new leave, and in the event of termination of a de facto union, leave for a new union may not be requested before a period equal to the time required to apply for divorce after separation has elapsed since the termination of the previous one.

The leave referred to in this Article does not count towards the annual leave period.

The worker is entitled to one week's accrued holiday in addition to the marriage leave to be counted in the period referred to in Article 31.

Marriage leave must be taken within 90 days of the wedding ceremony.

The additional week's holiday referred to in the preceding paragraph may not be taken during the periods from 1 July to 20 August and from 7 December to 6 January, without prejudice to more favourable conditions.

ARTICLE 31

HOLIDAYS

Staff are entitled to an annual leave period of 22 days.

The above holiday periods are to be counted with respect to working days (excluding Saturdays).

In the year of hiring, in that of termination of employment, as well as in the year of a change of level, fractions of a year shall be counted in twelfths. Fractions of a month of up to 15 days shall not be counted, while fractions of a month longer than 15 days shall be considered a full month.

The trial period, once completed, shall be taken into account for the purposes of determining the number of days' holiday entitlement.

Termination of employment, for any reason whatsoever, shall not affect the right to paid leave and staff shall be entitled to the same or to allowances in lieu of the days accrued and not taken.

If the employee has taken more days off than have been accrued, the employer will be entitled to deduct the amount corresponding to the days of holiday taken and not accrued when paying the amount due.

The holiday period shall be fixed by the company, taking into account, in accordance with the needs of the service, any wishes of the worker and after consultation, with a view to a desirable solution of common satisfaction, with the internal committees and company trade union representatives.

Notwithstanding legal obligations, holidays exceeding 15 days may be divided into two periods.

The allocation of holidays may not take place during the notice period unless the employee requests it in writing.

In the event of being called back to work during the holiday period or if the previously fixed period is shifted, the employee shall be entitled to reimbursement of the documented expenses arising from the interruption or change.

The holiday period is interrupted in the event of the occurrence, during the period itself, of an illness duly reported and recognised by the competent public health facilities.

The holiday period cannot be replaced by the relevant allowance except in the event of termination of the employment relationship. If the holiday has not been taken at the end of the working year, the entitlement is

obviously not lost.

ARTICLE 32
TREATMENT OF ILLNESS OR INJURY

Absence due to illness or accident must be reported within 24 hours, except in cases of justified reason. The

employee is required to produce the medical certificate at the company's request.

Checks on absence due to illness can be carried out through the inspection services of the competent social security institutions.

A) Illness

In the event of an interruption in the provision of work due to illness, the following treatment will be granted to an employee who is not in the trial period:

1) for length of service of up to seven years: retention of employment for nine months and payment of full monthly global remuneration for four months and half of this for a further five months;
2) for seniority over seven years: retention of post for 12 months and payment of full monthly remuneration for four months and half of this for a further eight months.

The above treatment is inclusive of the amount paid by INPS, excluding the part of the allowance relating to any overtime work included in the salary elements taken as a basis for calculating the allowance.

The treatment referred to in the two preceding paragraphs shall cease if an employee with several periods of illness reaches in total, during 18 consecutive months, the maximum limits respectively provided for in the different cases covered.

In the case of particularly serious illnesses, such as TB, cancer, for example, a period of extended unpaid leave of not more than 12 months is granted. This leave does not count for any contractual purposes in seniority. The request for leave must be submitted no later than the first working day following the expiry of the deadlines set out in the preceding paragraph.

Upon expiry of the aforementioned terms, if the company dismisses the employee, it shall pay him/her the severance pay, including the indemnity in lieu of notice.

For the purposes of calculating the above entitlements, all periods of sick leave are added together, excluding those resulting from the following illnesses: TB, tumours, multiple sclerosis, Parkinson's disease, Alzheimer's disease, affecting the worker during a time span of 18 months. The period of time to be taken into account for the calculation coincides with the 18 consecutive months immediately preceding any time considered where concomitant with the current state of illness and with the exclusion of the trial period.

Absences resulting from the above-mentioned pathologies shall be excluded from the calculation of the protected period only if certified and promptly communicated to the company at the time of their onset. The exclusion of the protected period shall start from the moment of actual communication to the company.

If the continuation of the illness beyond the aforementioned time limits does not allow the employee to resume work, he/she may terminate the contract of employment with the right only to severance pay as per Article 41. If this does not occur and the company does not proceed to dismiss the employee, the employment relationship shall remain suspended, except for the accrual of seniority for the purposes of notice and severance pay.

B) Accidents at work

Occupational accidents are those that can be compensated as such by INAIL (National Institute for Insurance against Labour Accidents).

The employee will keep their job for the entire period recognised by the insurer for the payment of the temporary disability allowance.

In the event of an interruption in the provision of work due to injury, the following remuneration will be granted to an employee not in the trial period:

- payment of the full monthly global remuneration for ten months.

The above treatment includes the amount paid by INAIL.

The employer is obliged to insure all clerical staff who habitually perform their duties outside the office against occupational accidents.

The insurance referred to in the preceding paragraph must guarantee the employee, if not already insured with INAIL:

- in the event of death: 5 years' global remuneration;
- for the case of permanent disability: 6 years' global remuneration.

ARTICLE 33
CIVIL RIGHTS

DRUG ADDICTS

Workers hired with a permanent contract, whose drug addiction status has been ascertained by the competent public structures and who intend to enter therapeutic and rehabilitation programmes at the health services of the Local Health Authorities or other therapeutic-rehabilitation and social-assistance structures, have the right to keep their jobs for the time during which the suspension of work is due to the rehabilitation treatment and, in any case, for a period not exceeding twelve months.

Long-term absence for therapeutic-rehabilitative treatment is considered, for regulatory, economic and social security purposes, as unpaid leave without pay and without counting towards seniority.

Workers, who are family members of a drug addict, may also be placed on unpaid leave at their request to contribute to the therapeutic and socio-rehabilitation programme of their drug-addicted family member if the drug addiction service certifies the need.

Recourse to fixed-term employment is permitted for the replacement of workers referred to in paragraphs 1 and 3, pursuant to Article 1(2)(b) of Law No. 230 of 18 April 1962.

This is without prejudice to the provisions in force that require the possession of particular psycho-physical and aptitude requirements for access to employment, as well as for the performance of tasks involving risks to the safety, security and health of third parties.

Members of the categories of workers assigned to duties involving risks to the safety, security and health of third parties are identified by a Decree of the Minister of Labour and Social Security, in agreement with the Minister of Health, and are subjected by public structures within the National Health Service and at the employer's expense, to an assessment of the absence of drug addiction before taking up employment and subsequently and to periodic checks, in accordance with the procedures set out in the inter-ministerial decree.

If a drug addiction is discovered during the course of the employment relationship, the employer is obliged to make employee stop performing tasks that poses a risk to the safety, security and health of third parties.

The parties acknowledge that these regulations comply with the provisions of Presidential Decree No. 309/1990 as amended.

Consequently, for the application of these rules, the provisions of Law 53/2000 and the implementing Ministerial Decrees shall be complied with.

PROTECTION OF DISABLED PERSONS

A working mother or, alternatively, a working father, including adoptive parents, of a child with a disability in a situation of seriousness as ascertained pursuant to Article 4, paragraph 1, of Law no. 104/1992 as amended by Law no. 183/2010, are entitled to an extension of up to three years of the period of optional absence from work as per Article 33 of Legislative Decree no. 151/2001, provided that the child is not hospitalised full-time in specialised institutions.

The persons referred to in paragraph 1 may ask their employers to take two hours' paid daily leave until the child is three years old, as an alternative to extending the period of optional absence to three years.

After the child's third birthday, the working mother or, alternatively, the working father, including adoptive parents, of a child with a severe handicap, as well as the carer of a person with a severe handicap who is a relative or a relative by the third degree of kinship, living in the same home, are entitled to three days' paid leave, which may be taken continuously or on an hourly basis, provided that the person with a severe handicap is not hospitalised full-time.

The right to use the leave referred to in Article 33, paragraph 3, of Law no. 104 of 5 February 1992, as amended, is granted to both parents, including adoptive parents, who may use them alternately, even continuously during the month.

After reaching the age of majority, the working mother, or alternatively the working father, is entitled to the three monthly days, provided there is cohabitation with the child or, in the absence of cohabitation, that the childcare is continuous and exclusive.

The provisions of Article 34(5) of Legislative Decree 151/2001, as well as those of Article 43 of the same Legislative Decree 151/2001, apply to the periods of leave referred to in paragraphs 2 and 3, which are combined with those provided for in Article 33 of the aforementioned Legislative Decree 151/2001.

A parent or family worker who assists a severely disabled person, spouse, relative or relative-in-law up to the second degree, or up to the third degree if the parents or spouse of the severely disabled person have reached the age of 65 or are also suffering from disabling diseases or are dead or missing, is entitled to three days' paid monthly leave covered by contributions, also on a continuous basis, and is entitled, where possible, to choose the place of work closest to the home of the person to be cared for, and cannot be transferred to another place of work without his/her consent.

A disabled person of full age in a situation of seriousness may take the paid leave referred to in paragraphs 2 and 3, and has the right to choose, where possible, the place of work closest to home and may not be transferred to another place of work without consent.

The parties acknowledge that these regulations comply with the provisions of Law No. 104 of 5 February 1992 as amended by Law 183/2010.

Accordingly, the provisions issued by the competent ministries, structures and bodies shall be complied with in the application of these rules.

ALCOHOLISM

A worker employed on a permanent basis, for whom the state of alcoholism has been ascertained, and who undergoes therapeutic and rehabilitation programmes at the health services of the Local Health Authorities or other authorised therapeutic-rehabilitation and social-assistance facilities, may be granted, on a single occasion, a period of leave of absence with job retention, compatibly with company and service requirements, for the time during which the suspension of work is due to the rehabilitation treatment and in any case for a period not exceeding three months.

To this end, the employee is required to submit, together with the relevant application, documentation proving the state of alcoholism and admission to the rehabilitation programme.

Every month, the worker must present an appropriate certificate issued by the facility where he/she is undergoing rehabilitation treatment as to the effective continuation of the programme.

The employment relationship is deemed terminated if the employee does not return to work within seven days of the completion of rehabilitation treatment, or on the expiry of the year, or on the date of any voluntary early termination of the treatment programme.

The leave provided for in paragraph 2 constitutes an interruption of the provision of work. Consequently, during the above-mentioned periods, no pay will accrue, nor will seniority accrue for any legal and/or contractual provisions.

The company may resort to fixed-term hiring for the replacement of the worker on leave.

WORKERS SUFFERING FROM AIDS

In application of Law No. 135/1990, the company undertakes, in particular,

- not to carry out medical examinations on personnel for the purpose of detecting the pathology;

- to guarantee the job and confidentiality, while facilitating integration into the work environment and agreeing on work shifts, schedules, including individual schedules, tasks and locations that facilitate therapy.

WORKERS INFECTED WITH THE HIV VIRUS

1) Pursuant to current legal provisions, the employer is prohibited from conducting investigations to ascertain the existence of an HIV-positive status in employees or persons being considered for employment.
2) In the event that the above-mentioned persons perform or should perform tasks that may entail health risks for third parties, health checks are permitted in order to protect the constitutional right to health.
3) The company is obliged to guarantee workplace confidentiality while facilitating integration into the work environment and agreeing on working hours, tasks and locations that allow for the application of all therapies.

ARTICLE 34

MATERNITY PROTECTION

Without prejudice to the legal provisions on the protection of workers during pregnancy and childbirth (*), the company must, in such an eventuality:

a) keep the workers' jobs for the period provided for by law;

b) supplement the allowance paid by INPS up to the following rates:

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* See text of Legislative Decree 151/2001

1) first four months: 100%;
2) fifth month: 80%;
3) sixth month: 50%

of the monthly global remuneration.

Absence due to pregnancy and childbirth does not interrupt seniority accrual for the period referred to in a) above.

Upon return from maternity leave, the mother will normally be re-employed in the job she previously held.

LEAVE FOR THE ILLNESS OF A CHILD.

Both parents have the right to take time off work, alternately, for the illness of their child up to eight years of age, as follows:

BEFORE THE CHILD IS THREE YEARS OLD:
Before the child is three years old, there is no time limit on sick leave and the first two days per year will be paid at 100 per cent.

FROM THREE TO EIGHT YEARS OF AGE OF THE CHILD:

For children aged three to eight years of age, absence from work is limited to five unpaid working days each year for each parent for each child.

In addition to the above, the company will grant 1 day of paid leave, in addition to other leave, for each year from the child's third year of age to the eighth due to illness.

Sick leave for a child's illness is granted to the applicant parent even if the other parent does not

have the right.

A child's hospitalisation interrupts the time elapsed of holidays being enjoyed by the parent.

In addition to the aforementioned leave, if the worker has exhausted all the paid leave due under Article 15, the companies will recognise an additional day of paid leave that can be used alternatively in the event of illness of the child up to 8 years of age or for nursery or pre-school placement.

This leave will lapse if it is not taken in the calendar year in which it accrues, without entitlement to any allowance and/or accumulation.

ARTICLE 34 bis

PART-TIME WORK FOR MATERNITY

Without prejudice to the provisions of current legislation on part-time work, workers following maternity/paternity leave and up to the child's third birthday, as well as workers who have fostered or adopted a child within the first three years of its entry into the family, may request the temporary transformation of the employment relationship into part-time work for a period of six months, which may be renewable.

Part-time will be granted within the following parameters:

- companies with 21 to 50 employees: 1 part-time employee;
- companies with 51 to 75 employees: 2 part-time employees;
- from 76 employees: one part-time employee for every 25 employees;
- part-time will be granted for six-month periods and in the event of multiple applications, on a rotating basis;

The worker may submit the application at the end of compulsory abstention from work.

If the number of applications exceeds the above limit, the company will grant part-time on the basis of the date of application.

A worker who has already benefited from the transformation following the same maternity leave may only reapply for a further six-month period after the previous period has expired.

Different award criteria may be established in second-level bargaining

The implementation of the possibility of taking parental leave by the hour, pursuant to Article 1, paragraph 339 of Law 228/2012, is left to second-level bargaining;

ARTICLE. 35

MILITARY SERVICE

In the event of a call to arms for military service, the provisions of Legislative Decree 13 September 1946, no. 303 apply.

The call to arms, except in the case of probationary workers, does not terminate the employment relationship and the time spent in the armed forces will be considered useful for the purposes of seniority pay.

In the event of a call to arms, the provisions of Law No. 370 of 3 May 1955 apply and the duration of the call is counted in the length of service.

When the employee is in the trial period, the call to arms results in the suspension of employment.

Once military service has ended, the employee must report to the company to resume service within 30 days. If the employee does not report by the deadline, he/she will be considered to have resigned.

ARTICLE 36

EMPLOYMENT LAW: RIGHTS AND DUTIES OF THE PARTIES

Without prejudice to the rules laid down in Law No. 300 of 20 May 1970, in the performance of the employment relationship, the rights and duties of the parties derive from the law and the general principles of law where this contract or the internal regulations do not provide otherwise.

The employee shall, in the performance of their duties, conduct themselves in a manner befitting the dignity of their function, that is:

1) to perform the activity with the diligence required by the nature of the service due;
2) to comply with the instructions for the performance and discipline of work imparted to them by the entrepreneur or by his/her associates to whom they report;
3) not to deal on their own account or on behalf of third parties in competition with the entrepreneur, not to divulge information relating to the organisation and working methods of the company, not to make use of them in such a way as to be prejudicial to it;
4) to respect working hours and comply with the formalities prescribed by the company to check attendance;
5) comply with the company's internal rules, brought to their knowledge by being posted on the work premises;
6) take care of the objects, machinery and tools and anything else entrusted to them.

In accordance with the provisions of Article 7 of the aforementioned Law No. 300/1970, failure by employees to comply with their duties relating to the performance of their work and correct behaviour may result in the application of the following disciplinary sanctions:

1) verbal reprimand for minor shortcomings;
2) written reprimand in cases of repetition of the infringements referred to in point 1 above;
3) fine not exceeding the amount of three hours' salary;
4) suspension from work, or from pay and work, for a period not exceeding 5 days
5) dismissal

The measure of a fine applies to the employee who:

- delays in commencing work, suspends or interrupts it in advance, without a justified reason;
- does not perform the work in accordance with the instructions received or performs it negligently;
- breaks, due to carelessness, material or goods which they have to transport or which they otherwise have in their possession, or fails to inform the company immediately of any such breakages;
- is caught smoking in premises where a ban is prescribed or during work;
- behave in an uncouth and improper manner towards customers and the public;

- commits any act detrimental to the discipline, morals, hygiene and safety of the company;
- fails to observe the rules and provisions on safety and hygiene at work, unless the conduct has been sanctioned pursuant to Legislative Decree 81/2008.

The measure of suspension from work, or from salary and work, applies to an employee who

- is absent by feigning illness or by subterfuge evades work obligations;
- causes damage to the company, material, persons or machines through negligence in service;
- appears or is on duty in a drunken state;
- uses IT and/or communication systems made available by the company in violation of the provisions of the same and/or the regulations where present, provided that the conduct does not constitute a more serious offence.
- The use of company tools for professional updating activities through courses promoted by the Category National Bilateral Body is allowed, to be carried out in the manner and at the times agreed with the company;
- performs, outside working hours but on company premises and with the use of company tools, activities or work on their own account or on behalf of third parties, without taking company material, unless authorised by the employer;
- is unjustifiably absent from work for up to three days in a calendar year;
- commits a repeat offence more than three times in any conduct leading to the imposition of a fine.

The measure of dismissal applies to an employee who:

- commits acts and/or engages in conduct that causes serious damage to the company or which, in connection with the performance of the employment contract, constitutes an offence under the law.

By way of example:

- serious acts of insubordination towards superiors accompanied by violent behaviour;
- a quarrel followed by violence during work, also between employees, which causes damage or disruption to the normal exercise of company business;
- fraudulent writing or stamping of attendance sheets at work;
- the appropriation in the workplace of company or third-party property;
- malicious damage to company or third-party property;
- the performance, during working hours, of activities on their own account or for third parties;
- unexcused absence from work for more than three days during the calendar year;
- abandonment of the workplace by personnel specifically entrusted with surveillance, custody, control tasks;
- malicious abuse of travel expense reimbursements;
- in the event that the employee commits, within the company, sexual harassment or causes voluntary bodily harm to colleagues or external staff;
- uses IT and/or communication systems made available by the company in violation of the provisions of the same and/or of the regulations where present, when such conduct may cause serious damage to the company and in any case constitutes a danger to the security and integrity of the company's IT systems.

Repetition after the third time in any conduct that resulted in the imposition of the sanction of suspension.

The amount of the disciplinary fines will be paid to INPS.

The employee is entitled to inspect the payment documentation.

Pursuant to and for the purposes of Article 7 of Law No. 300 of 20 May 1970, the provisions contained in this Article, as well as those contained in company regulations or agreements on disciplinary sanctions, must be brought to the knowledge of workers by posting them in a place accessible to all.

The employer may not take any disciplinary measure against an employee that is more serious than a verbal reprimand without having first notified the employee in writing of the charge and hearing the employee's

defence. Notification must be sent to the employee within 20 working days from the date on which the company became aware of the contested fact.

The employee, within the mandatory term of 10 working days from the date of receipt of the notification, may provide their justifications in writing or ask to be heard in their defence, with the right to be assisted by a representative of the trade union to which they belong or confers mandate.

The disciplinary sanction, if imposed, shall be sent by the enterprise to the employee no later than 30 working days after the expiry of the 10-day period laid down in the preceding paragraph.

This time limit may be extended once only for a maximum period of a further 30 working days if the assessment of the justifications requires special investigative work, subject to prior notice to the employee to be sent within the time limit referred to in the preceding paragraph.

An employee affected by a disciplinary measure who wishes to challenge the legitimacy of the measure may avail themselves of the conciliation procedures provided for in Article 7 of Law No. 300 of 20 May 1970 or those provided for in Article 49 of this contract.

In the event of recourse to arbitration, if it is established that the contested fact does not exist or in any case does not constitute conduct which is significant from a disciplinary point of view, resulting in the annulment of the sanction, the costs incurred will in any case be borne by the company/entity.

Disciplinary sanctions cannot be taken into account for any purpose after 18 months from their application.

ARTICLE 36 Bis

PRECAUTIONARY SUSPENSION

In the event of allegations of misconduct that may justify the application of the sanction of dismissal, the employer may at the same time order the non-disciplinary precautionary suspension from work with immediate effect and for the entire duration of the disciplinary proceedings.

ARTICLE 37

RESPONSIBILITY OF DRIVERS AND ESCORT PERSONNEL LICENCE WITHDRAWAL - CAR CLEANING

Drivers must not be ordered or assigned to carry out porterage operations. Notwithstanding the above, drivers must cooperate to ensure that the loading and unloading operations of the vehicle entrusted to them are technically carried out.

Drivers are responsible for the vehicles entrusted to them and, together with the escort personnel, for all the material and goods they receive in delivery, and are liable for any loss or damage attributable to them, excluding fortuitous events or force majeure.

Drivers are also liable for fines attributable to their negligence.

For the avoidance of any liability, a driver, before commencing service, must ensure that the vehicle is in normal working order, that it does not lack the necessary equipment and, if it does, they must notify the company immediately.

A driver whose driving licence is withdrawn for reasons that do not involve summary dismissal shall be entitled to keep their job for a period of six months without receiving any salary. During this period, the driver may be employed in other jobs, in which case they shall receive the salary of the category in which they are employed.

In companies employing more than 15 employees, in addition to the above-mentioned job preservation, the company may assign the driver to any other job, paying them the remuneration appropriate for the category to which they are assigned.

If the withdrawal of the driver's license extends beyond the aforementioned terms, or if the driver does not agree to be assigned to the work to which the company assigns them, the employment relationship shall be terminated. In this case the driver shall be paid the severance allowance referred to in Article 43, according to the salary received in the category to which the employee belonged before the withdrawal of their license.

Drivers must take care of minor maintenance of the vehicle, which is intended as keeping it in good working order and in due cleanliness.

These operations are to be carried out in normal working hours. If they are performed outside normal working hours, they shall be considered as overtime.

The aforementioned rules for tasks remain unaffected also if performed by other personnel.

ARTICLE 38

TRAVEL AND EXPENSES REIMBURSEMENT

For personnel on business trips as part of their work duties, the company will pay:

a) reimbursement of effective travel expenses, corresponding to normal means of transport;

b) reimbursement of board and lodging costs - within the limits of normality - when the performance of their work obliges staff to incur such costs;

c) reimbursement of any other out-of-pocket expenses necessary for the accomplishment of the business trip.

Staff called as witnesses in civil or criminal cases for reasons relating to their work shall be reimbursed any expenses incurred for travel, board and lodging in addition to their remuneration;

d) a daily allowance, in addition to the above, of EUR 22 per day in cases where the business trip involves a stay away from the place of work of more than 12 hours.

ARTICLE 39

TRANSFERS

An employee who is transferred, on the company's instructions, from one location to another, located in a place where his or her domicile is effectively transferred, will be reimbursed for travel and transport expenses for himself or herself, family members and family effects (furniture, luggage, etc.).

The terms and conditions of this reimbursement of expenses will be agreed in advance with the company.

In the event of a transfer, in addition to the aforementioned reimbursement, staff are also owed a 'lump-sum' daily allowance in the amount of one month's global remuneration, plus one tenth of the monthly remuneration for each dependent family member who transfers.

If, as a result of the transfer, the employee has to pay compensation for early termination of a lease that was duly registered or reported to the employer before the transfer was notified, they will be entitled to reimbursement of this compensation up to the amount of 4 months' rent.

The transfer measure must be communicated in writing with 1 month's notice.

From the date of entry into force of this contract, the Employers Organisation responsible for the territory shall send a copy of the letter informing the employee of a transfer involving a change of domicile outside the municipality of the employee's original residence to the trade union.

Employees who do not accept the transfer, if dismissed, are entitled to severance pay and notice.

Transferred staff shall retain the remuneration previously enjoyed, except for those allowances and other amounts due which are inherent to the local conditions or in the particular services at the place of origin and which do not apply in the new destination, and subject to the application of the new minimum rates of pay of the place to which they are transferred if more favourable, and the recognition of those allowances and other amounts due which are inherent to the new local conditions or in the particular new services.

ARTICLE 40

NOTICE OF DISMISSAL AND RESIGNATION

The permanent employment contract, except in the case of termination for just cause, which is governed by Article 2119 of the Civil Code (*) and Law No. 604 of 15 July 1966 (**), cannot be terminated by the company without notice, the terms of which are set out below:

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* The. text of article no. 2119 of the Civil Code is set out on p. xxx.
See text of Law No. 604 of 15/7/1966

A) FOR EMPLOYEES WHO, HAVING PASSED THEIR TRIAL PERIOD, HAVE NOT EXCEEDED FIVE YEARS OF SERVICE:

1) two months and fifteen days for 7th and 6th level employees;
2) one month and fifteen days for 5th level employees;
3) one month for employees at other levels.

B) FOR EMPLOYEES WHO HAVE EXCEEDED FIVE YEARS OF SERVICE AND NOT TEN:

1) three months and fifteen days for 7th and 6th level employees;
2) two months for 5th level employees;
3) one month and fifteen days for employees at other levels.

C) FOR EMPLOYEES WHO HAVE EXCEEDED TEN YEARS OF SERVICE:

1) four months and fifteen days for 7th and 6th level employees;
2) two months and fifteen days for 5th level employees;
3) two months for employees at other levels.

D) FOR STAFF IN NON-CLERICAL POSITIONS:

1) six working days.

In the event of resignation, the employee must give notice equal to 50% of the above periods.

The notice periods run for employees from the middle or end of each month and for non-clerical staff from Monday.

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

The employer is entitled to withhold, from what is owed by them to the employee, an amount corresponding to the remuneration for the period of notice not given by the employee.

The party receiving the notice has the right to waive the notice period before it has begun, without any obligation to pay compensation to the other party arising therefrom.

In the event of dismissal, during the period of notice, the employee is entitled to two hours' leave per day to seek other employment.

Both dismissal and resignation must be communicated in writing.

Note for the record

Exclusively for personnel hired before 1 April 2004, the notice periods are as follows:

(C) FOR EMPLOYEES WHO HAVE EXCEEDED TEN YEARS OF SERVICE:

1) four months and fifteen days for 7th level employees;
2) four months and fifteen days for 5th and 6th level employees;
3) two months for employees at other levels.

ARTICLE 41

SEVERANCE PAY

In any case of termination of the employment relationship, the employee is entitled to severance pay determined in accordance with the provisions of Law No. 297 of 29 May 1982 and the provisions of this article.

For periods of service up to 31/5/1982, severance pay is calculated according to the terms and measures of Article 39 CCNL 13/6/1980.

Pursuant to and for the purposes of Article 2120(2) of the Civil Code, as amended by Law No. 297 of 29 May 1982, the following sums are excluded from the annual portion of remuneration useful for the calculation of severance pay

- reimbursement of expenses;
- sums occasionally granted as 'one-off', extraordinary non-contractual bonuses and the like;
- remuneration for overtime work, if paid in the manner set out in Article 18 of this contract, and for holiday work;
- the indemnity in lieu of notice referred to in Article 40;
- payment in lieu of holiday;

- travel and per diem allowances that are not of a continuous nature as well as 50% of the same when they are of a continuous nature;
- economic benefits paid by welfare institutions (INPS, INAIL) (*);
- benefits in kind where there is a consideration to be paid by the employer;
- elements expressly excluded from supplementary collective bargaining.

For the advances provided for by Laws 297/82 and 53/2000 on severance pay, the priorities for granting them are set out in Annex 2 to the CCNL 28/6/84.

ARTICLE 42

PENSIONS

For clerical staff employed by companies classified for contribution purposes in the commerce sector, the social security treatment established by the collective agreement of 25 January 1936, as amended and supplemented, is maintained.

Contributions to the Pension Fund under the aforementioned agreement are calculated on the monthly salary and specifically on items 1, 2, 3 and 4 of Article 20, as well as on the 13th and 14th salaries, which are also determined on the basis of the above-mentioned items.

Clerical staff under the age of 18 are excluded from membership of the Fund.

In order to ensure that the Fund's pension benefits are more closely aligned with the lines and trends of the reform of the Italian social security system, within the scope defined by Legislative Decree no. 509/94, the parties agree as follows:

- for all workers of companies paying contributions to FASC (*Fondo Agenti Spedizionieri Corrieri* – the category pension fund for shippers and couriers), who will join the sector as from 01.01.02, the social security benefits of the Fund will be of an additional pension nature and will be paid by eliminating any disparities in treatment between male and female workers, with the same modalities and the same requirements as provided for in Article 7 of Legislative Decree No. 124/93;

- all workers already enrolled in the Fund on 31.12.01 will be able to opt, in relation to future contributions, for the new benefit scheme as provided above, on the basis of the expectation of better returns resulting from the use of capital for a longer period and the incentives that will be determined by the Fund's Board of Directors; workers who opt for the new benefit scheme will also have to choose whether to allocate to it also the amount accrued prior to the date of the new benefit scheme or whether to maintain the current treatment for that portion. The Fund's Board of Directors will also identify the deadlines by which workers must express the aforementioned options.

From the application of the new mechanism, all persons that have accrued a contribution period for INPS purposes such that would allow them, within a short period of time (5 years), to qualify for an old age or seniority pension, will be excluded;

- Existing employees who do not opt for the new scheme will continue to receive benefits under Article 14 of the Staff Regulations upon leaving the sector, consisting of the liquidation of the paid-up capital and interest credited at the end of the year on the basis of the financial statements.

Integration of the Memorandum of Understanding of 20 March 2017, Previ.Log /Priamo Fund

The parties establish, for workers who are members of Previ.Log., that the company's contribution share is 1% calculated on the useful elements of the monthly salary, as set out in this contract. This quota will be effective as of 1 April 2018.

The minimum fee for participating workers will be equal to that paid by the company.

For workers who were first employed after 28 April 1993, the monthly portion of the severance pay accrued during the year to be allocated to the Supplementary Pension Scheme will be that of the legal provisions in force.

For workers who were first employed before 28 April 1993, the monthly portion of the severance pay accrued during the year to be allocated to the Supplementary Pension Scheme will be 1% of the remuneration useful for the calculation of this provision.

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* Third paragraph of Article 2120 of the Civil Code, as amended by Law No. 297 of 29 May 1982: "In the event of suspension of work during the year for one of the causes referred to in Article 2110 of the Civil Code, as well as in the event of total or partial suspension for which wage supplementation is provided for, the remuneration referred to in the first paragraph shall include the equivalent of the remuneration to which the employee would have been entitled in the event of normal employment.

The employee may freely increase his or her individual position with additional contributions at his or her sole expense in accordance with percentages (0.5%; 1%, 1.5% et seq.) calculated on the same pay elements as set out in the contract.

When joining the Fund for companies and workers, the membership fees will only be those stipulated in the Previ.Log Bylaws and Regulations.

ARTICLE 42 bis

MUTUAL FUND / SUPPLEMENTARY HEALTH CARE

The parties agree to set up a Joint Commission for the creation and management of the Mutual Fund, which is to conclude its work by 30 June 2009.

The parties agree that the economic cost is set at € 168.00 per employee per year (plus solidarity contribution 10%) to be paid monthly (€ 14.00 * 12 months) starting from 1 July 2009.

The parties acknowledge that the economic impact of the above was taken into account when determining the contractual increases.

Increases in contributions owed by companies to the Mutual Insurance Fund:

- as from 1 January 2012 increase of EUR 3 (three);
- with effect from 1 January 2013, increase of EUR 2 (two);
- as from 1 January 2014 increase of EUR 2 (two).

ARTICLE 43

DEATH BENEFITS

In the event of the employee's death, severance pay and indemnity in lieu of notice shall be paid to the beneficiaries in accordance with the provisions of the Civil Code.

In the case of clerical staff, a deduction must be made for what the heirs receive for any pension payments made by the company.

ARTICLE 44

TERMINATION OF EMPLOYMENT AND LIQUIDATION

Upon termination of the employment relationship, the company shall deliver to the employee, who shall issue a receipt, the employment record, insurance cards and any other document pertaining to the interested party, unless prevented from doing so by force majeure.

The company will also issue to the employee and notwithstanding any ongoing disputes:

- a certificate indicating the time during which the employee worked in the company, the category in which he/she was employed at the time of termination, and the tasks performed;
- a schedule, with the characteristics laid down by law for pay slips, detailing the compensation due to the employee as a result of the termination of employment.

If there are disputes as to the amount of the liquidation payments, the company will pay the employee the undisputed part.

ARTICLE 45

TRANSFER - TRANSFORMATION BANKRUPTCY AND TERMINATION OF THE COMPANY

The transfer or transformation of the business in any manner whatsoever does not in itself terminate the employment relationship, and employees retain their rights vis-à-vis the new owner, without prejudice to the right of each employee to request the payment of severance pay and to commence another new employment relationship.

In the event of bankruptcy of the company, followed by the dismissal of the employee, or in the event of the company ceasing trading, the employee shall be entitled to the notice period and severance pay set out in this contract, as in the case of dismissal.

ARTICLE 46

SOCIAL SAFETY NETS

Without prejudice to the provisions of the National Bilateral Body, the parties also recognise the need to put in place the most appropriate tools to ensure that workers of all qualifications and levels receive adequate vocational training, as well as the need to ensure their participation in retraining courses, in order to foster the development of new professional skills and competences and, finally, in the event of recourse by the company to social safety nets, a faster and easier reintegration into the labour market.

With this in mind, the parties agree to set up a joint commission with the objective of drawing up training and retraining projects that are able, among other things, to access the resources allocated at EU, state and regional level by also using, where they exist, already functioning structures (see Assagenti and Federagenti's internal employment office).

ARTICLE 47

SECOND-LEVEL BARGAINING

Second-level bargaining, which will take place only once during the current contractual term, concerns matters and provisions that are different and not repetitive with respect to those already governed by this C.C.N.L. and will therefore be carried out for the matters established by the specific reference clauses of the C.C.N.L. in accordance with the criteria and procedures indicated therein.

Second-level agreements entered into after the date of this contractual renewal shall last three years and shall be renewable in accordance with the principle of autonomy of the negotiating cycles in order to avoid overlapping with the renewal times of the C.C.N.L. and the related economic payments. Requests for the renewal of the company/territorial agreements referred to in this article must be submitted to the company and/or the employers' association in sufficient time to allow negotiations to commence one month before the expiry of the agreements, but not earlier than 15 months after the national contract comes into force. The company and/or employer's association must proceed to convene a special meeting within 20 days from the date of receipt of the platform. The negotiations must be developed and concluded within the following 60 days. Pending the completion of the procedure, the parties are required to refrain from taking unilateral initiatives on the matters in question.

The company collective agreements for the economic and regulatory parts shall be effective for all the personnel in force and shall bind all the signatory trade unions to this contract operating within the Company if approved by the majority of the members of the unitary trade union representatives elected according to the inter-confederal rules in force in agreement with the territorial/regional structures of the trade unions that sign this C.C.N.L..

In the event of the presence of the *R.S.U.* (Unitary Workplace Union Structure) or the *R.S.A.* (Company Union Representatives), the provisions of point 5 of the inter-confederal agreement of 28 June 2011 and 21 September 2011 shall apply, as well as the provisions of the Regulation incorporating the Consolidated Text on Representativeness of 16 July 2015 in the transport sector.

In case of absence of R.S.U. or R.S.A. the territorial trade union structures referable to the trade unions signing this C.C.N.L. are duly competent. As regards the system of workers' consultations in the case of company collective agreements signed by the territorial trade union organisations, the provisions of point 5 of the inter-confederal agreement of 28 June 2011 and 21 September 2011 shall apply.

The disbursements resulting from second-level territorial/company bargaining must have such characteristics as to allow the application of any tax and contribution concessions provided for by the regulations in force during the period of application. The parties trust that these rules will be made structural and easily accessible and undertake to act so that their respective confederations intervene in this regard vis-à-vis the Government and institutional bodies.

The amounts of such payments are variable and cannot be predetermined. The payments of the second level of bargaining are strictly related to the results achieved in the implementation of programmes, agreed between the parties, having as their objectives increases in productivity, quality and other elements of competitiveness available to the enterprises, including productivity margins, as well as the results of the economic performance of the enterprise. In order to acquire common elements of knowledge for the definition of the objectives of the second level of bargaining, the conditions of the enterprise and labour, the prospects of development, including employment, are to be evaluated, taking into account the trend and prospects of competitiveness and the essential conditions of profitability.

The parameters and mechanisms for the quantitative determination of the payments will be defined contractually at the territorial company level between the competent trade unions of workers and companies: the companies will provide the necessary information annually.

In order to acquire the elements of common knowledge for the definition of parameters useful for second level bargaining, the parties, also on the basis of data from the regional observatories, will assess in advance the sectoral conditions of the territory.

In the first application phase, second level platforms at territorial or company level may be submitted during the contractual period, in accordance with the procedures provided for in paragraph 2 of this article, not before three months have elapsed since the date on which the renewal of this C.C.N.L. was signed.

Second-level bargaining will concern economic treatments in accordance with the above-mentioned methods and criteria, which in any case are not repetitive with respect to the remuneration criteria of the C.C.N.L..

In the event that an agreement is not reached at the territorial or company level within the terms provided for by the procedure referred to in paragraph 2 of this Article, the employees concerned, in addition to the remuneration already fixed by the C.C.N.L., shall be paid, as a guarantee element, a payment equal to 2.0% of the minimum wage, provisional and absorbable on the second level of bargaining.

In the event of any failure to reach an agreement as referred to in paragraph 2 of this Article during the three-year reference period, this guarantee element becomes definitive and cannot be absorbed by any subsequent disbursement.

The following matters are delegated to second-level bargaining, in the manner provided for in the above-mentioned inter-confederal agreements:

a) the application of the rules on working hours and structured forms provided for in Article 15;
b) the management of overtime in relation to the envisaged mechanisms of accumulation of hours worked, with their transformation into compensatory rest;
c) environmental conditions, disease and accident prevention in implementation of existing standards;
d) the extent of canteen allowances and/or canteen replacement allowances or tickets and any other allowances linked to specific and proven territorial situations;
e) experimentation with innovative forms of work organisation functional to job rotation and professional growth;
f) the definition of training needs and the negotiation of career paths;
g) special measures to promote work-life balance, regulation of agile working (smart working) as per the agreement attached to this contract;
h) availability for work;
i) the use of leave pursuant to Article 15, paid leave, of this agreement;
j) economic sums of a bonus nature (performance bonus - PDR) in whatever form paid, cash and welfare;
l) any additional contributions to be allocated to the Priamo supplementary pension fund.

The parties undertake not to change the terms of this national contract during its term.

Any requests, including company requests, for changes to this framework must be discussed at national level and possibly shared in that context.

These rules fully replace all previous provisions on second-level bargaining, and therefore with the signing of this agreement, for the future, any previous obligation relating to provisional and absorbable payments, including from individual extra allowance over minimum pay ("*superminimi*"), arising from the failure to conclude territorial and/or company agreements, without prejudice to what has accrued for this purpose up to the date of signing of this contract, will no longer apply.

ARTICLE 47 bis

LUNCHEON VOUCHERS

Employees, for each day of effective attendance, will receive payment through "Ticket Restaurant" luncheon vouchers in the amount of € 5.18 per day.

ARTICLE 48

INSEPARABILITY OF CONTRACT PROVISIONS

SUBSTITUTION OF MORE FAVOURABLE USES AND CONDITIONS

The provisions of this contract, within each regulated area, are correlative and inseparable from each other.

This contract supersedes and absorbs all uses and customs even if more favourable to workers, which are therefore to be considered incompatible with the application of any of the rules set out in this contract.

Pension and redundancy payments for clerical staff, even when they are separate, are considered to constitute a single provision.

Notwithstanding the inseparability referred to above, the parties have not had the intention with this contract of replacing the overall more favourable conditions in place within the sphere of each individual provision.

ARTICLE 49

INDIVIDUAL AND COLLECTIVE DISPUTES

Individual disputes, even if multiple, that arise in the course of the employment relationship due to the application of the provisions of this contract must be submitted to a conciliation attempt according to the following procedures.

An employee or employees who consider that the contractual rules have not been complied with in respect to them must complain to the company management, either directly or via the internal committee.

The complaint must be examined or discussed between the parties concerned within fifteen days from the date of submission.

In the event of failure to reach agreement, disputes must be referred to the competent employers' and workers' organisations, which must decide within the next thirty days, without prejudice, in the event of disagreement, to the right to take legal action.

Collective disputes on the interpretation of this contract shall be examined by the competent territorial organisations and, if no agreement is reached, by the national ones.

ARTICLE. 50

COMPANY REPRESENTATIVE

In companies employing from 7 to 15 employees, the stipulating trade unions may appoint a single company representative, on the recommendation of the majority of the employees, with the task of intervening with the employer to enforce contracts and labour laws.

The dismissal of such a delegate for reasons inherent in the performance of his duties as per this article is null and void under the law.

Unitary Workplace Union Structures

The parties agree to implement the inter-confederal agreement 20/12/1993 for the establishment of Unitary Workplace Union Structures (*RSU*).

The maximum number of members of the R.S.U. is as follows:

- 3 members in production units with 16 to 70 employees;
- 4 members in production units with 71 to 110 employees;
- 6 members in production units with 111 to 250 employees;
- 9 members in production units with more than 250 employees.

ARTICLE 51

TRADE UNION CONTRIBUTIONS

The company will withhold the trade union contribution from those employees who request it by means of a mandate duly signed by the employee and delivered to the company through the trade union organisation.

The mandate is annual and shall be renewed for the following years if it is not revoked by the end of September. Revocation shall take effect on 1 January of the year following the year to which the mandate relates.

The mandate will contain an indication of the amount of the contribution to be withheld and the trade union organisation to which the company shall pay it.

Deductions in figures will be made each month from the worker's relevant earnings.

Trade union dues withheld by the company will be paid in the manner specified by each trade union.

Any different systems for collecting union dues, already agreed and in place in the company, remain unaffected.

ARTICLE 52

ELECTRONIC NOTICE BOARD

The parties, as an additional method of supplementing the right to affix posters pursuant to Article 25 of Law 300/70 and within the limits of application of the rule itself, agree, defining the relative methods of access by the RSA/RSUs and the signatory trade unionsto the current C.C.N.L., on the setting up of an Electronic Notice Board as of 1 January 2009, that is, a web page set up by the company within the company's Intranet system.

In the start-up phase of the ENB, the first six months from the signing of this contract will be of an experimental nature for the purpose of technical operational testing.

A section of the company Intranet will be made available by the company to the *RSAs/RSUs*, reserving however a space for national and territorial communications of the signatory trade unions of this C.C.N.L.

The communications must relate exclusively to matters of trade union and labour interest in accordance with the above-mentioned Article 25 of Law 300/70.

The modalities for the use of the ENB are defined below:

- Each worker can access, via a link from the company intranet, the ENB to view the communications of the *RSA/RSU* and/or the signatory trade unions of this C.C.N.L.
- The right of posting to the ENB is reserved for the *RSA/RSU* and the trade unions as a unit or individually; the *RSA /RSU*s must inform the company of up to three members who are responsible for posting the communications signed by the trade unions.
- For the publication of the communications, the *RSA /RSU* representatives as identified above must send an e-mail to the e-mail address communicated by the company with a non-editable or alterable format attached.
- Trade union communications will be published in the ENB as soon as possible and in any case within three working days (excluding Saturdays) from the date of receipt.
- The *RSA /RSU* may notify employees of the publication of a new trade union communication on the ENB through the use of internal e-mail.
- The communications will remain published for a maximum of 90 days.

ARTICLE 53

COMMENCEMENT AND DURATION OF THE CONTRACT

This collective bargaining agreement, for both the regulatory and economic part, has a duration of three years and shall enter into force on **1** January 2021 and shall expire on 31 December 2023, subject to the expiry dates envisaged for individual institutes.

Proposals for the renewal of the CCNL will be submitted in time for negotiations to begin six months before the agreement expires.

The party that received the renewal proposals shall give feedback within twenty days from the date of their receipt.

Provided that the times and procedures referred to above are respected, in the event of delayed renewal of the CCNL, from the date of expiry of the previous contract, an economic coverage will be paid as an advance element, which the parties identify as 10 (ten) Euros for the first four months and a further 5 (five) Euros for the subsequent period.

Unless notice of termination is given by either of the parties by registered letter at least six months before expiry,

this agreement shall be deemed renewed for six months, and so on for six months at a time, without prejudice to the aforementioned economic coverage.

ARTICLE 54

ONE-OFF CCNL RENEWAL

The trade unions signing the renewal of the CCNL for employees of the Maritime Shipping Agencies and Maritime Brokers, in view of the great number of initiatives and efforts undertaken, appeal to the workers employed by the companies in the sector to participate with their own contribution to the activities carried out.

With this contribution the contracting trade unions will cover part of the costs incurred for the contract renewal.

The contribution, amounting to 20 Euro, will be made by means of a deduction made by the employer with the accrual date of November 2021.

For workers who are members of the signatory trade unions, the contribution will not be withheld as it is already included in the normal monthly membership fee.

Companies undertake to inform workers by posting on notice boards in workplaces from 1 October 2021.

Workers who do not wish to pay this contribution must notify the Company's offices in writing by the mandatory deadline of 20 October 2021.

Dues for union activities for contract renewal will be paid by the companies to:

- Banca Popolare dell'Emilia Romagna - Branch D - Via di Priscilla 101/B Rome

IBAN: IT36H0538703204000002121681 BIC: BPMOIT22XXX made out to FILT-FIT-UILT.

ARTICLE 55

FINAL PROVISIONS

A National Joint Bilateral Commission is established to:

- examine the issues of corporate welfare;
- examine the themes of professional profiles;
- follow the drafting of the articles of this CCNL;
- deal with smart-working and tele-working issues.

FRAMEWORK AGREEMENT ON AGILE WORKING (SMART WORKING)

WHEREAS:

- Following the emergency state brought about by the Covid-19 pandemic, agile working has been a useful tool widely used in the sector, which has made it possible to ensure both the operability and competitiveness of companies while preserving and defending the health of employees and slowing down the ongoing pandemic process in the country.
- The above made it possible to ensure the necessary conditions for the protection of workers' health and, at the same time, to respond quickly to the need to provide continuity of production for activities that were never affected by the closure measures.
- the adoption and implementation of agile working represents an element that can positively affect environmental sustainability and improved quality of life of cities, increase competitiveness and ensure work-life balance.
- the Parties, in full compliance with the specific legislation on the subject, both of an ordinary and emergency nature, have agreed to start a path to identify a regulatory framework with a view to supporting its enhancement and consolidation, within the framework of new organisational models.
- to this end, the parties agree on the definition of a framework agreement that, being part of the existing CCNL, identifies general principles for the sector and determines guidelines, deferring to the second level of bargaining for precise definition, consistent with the specific organisational models of companies.
- the parties acknowledge that this agreement takes place within a regulatory framework characterised by special measures linked to the state of emergency and that, therefore, the provisions set out below will be subject to review in consideration of the changes that will take place in the matter, in particular where the ordinary rules on agile work set out in Law No. 81/2017 resume full application, which presupposes the definition of a specific agreement between employer and employee, which is not currently required due to the emergency measures referred to above.

Having stated the above, it is hereby agreed as follows.

The parties, with reference to the situation referred to in the preamble, agree on actions to improve the professional context and working environment through the introduction of new ways of carrying out work. The contents of this agreement are fundamental to favour the implementation, through second-level bargaining, of new models of agile work consistent with different company specificities.

General Principles

Agile Work is voluntary, representing a mere variation of the place of performance of the work, which takes place outside the company premises, in a non-stable and non-continuous manner, with the support of technological systems, does not change in any way the rights and duties of employees, also maintaining the same overall economic (including that deriving from the second level of bargaining) and regulatory treatment, as well as being subject to the relative power of management, direction and control, in compliance with the law and contractual regulations, inherent in and underlying the provision of employment.

The Agile Work mode does not alter the normal working hours applied to the worker in the organisation to which she or he belongs, even in part-time mode, in compliance, however, with the limits of maximum daily (8 hours) and weekly (39 hours) working time, deriving from the law and collective bargaining.

Upon reaching his or her daily working hours, the employee is to be considered disconnected from all technological tools that connect him or her to the company.

1) Protection of workers' health

Recourse to the adoption and implementation of new agile working models is one of the organisational measures for the performance of work activities that can contribute to the protection of workers' health.

2) Organisational flexibility and work-life balance

Agile working can contribute to the definition of organisational models characterised by greater elasticity, capable of generating value for companies and workers, contributing to the improvement of company results and workers' quality of life, facilitating the reconciliation of the management of work and private time.

3) New organisational models and improvements in quality and productivity

The introduction of agile work can contribute, thanks to new organisational models and training courses, to increasing the quality of the service rendered, aiming at increasing worker awareness and enhancing their professionalism, and improving the quality and productivity of work performance.

4) 2nd-level agreements on agile working

In view of the above principles, the parties consider the following normative indications to be the reference for the enhancement and development of Second-Level Bargaining in order to define specific agreements on agile work.
Companies, in applying the agreement on agile working, according to their organisational needs, will have to ensure fair rotation and a percentage of presence that guarantees the possibility for workers to maintain contact between their colleagues and company management.
On-site days will also be devoted to activities that foster socialisation and interaction among colleagues, such as team building, meetings.
Days of presence in the company must be guaranteed and planning must take into account organisational needs and available space. To this end, it will be indispensable to share the scheduling of office presence days with one's supervisor through company approval procedures.

1) Agile working may also be performed in connection with measures of an emergency nature:

   a) in their own home or in another private place belonging to them or a place other than the company headquarters, provided that it is consistent with the type of activity carried out by the employees and the protection of the data processed. In any case, employees are relieved of computer security issues and shall report any interruption of connections in which case the company shall have the right to order their return to the office;
   b) partly in the company and partly outside - at home or in a place other than the company premises indicated by the worker - without a fixed location, provided that this is consistent with the type of activity carried out by the workers and the protection of the data processed;
   c) by means of tools made available by the company or, where this was not possible during the emergency phase, also by means of the worker's own tools and in any case with a view to the complete implementation of the provision of IT equipment by the company.

2) Workers will receive specific information, in accordance with the provisions of the G.D.P.R. on the correct use of the tools necessary to perform work in agile working mode, as well as on health and safety.
3) For personnel working in agile mode, specific training courses on the new ways of using technical working tools can be provided where necessary.
4) With a view to fostering organisational flexibility measures and balancing work and life times, exceptional arrangements may be envisaged such as timing of work during the day, using the tools and provisions provided by the C.C.N.L. for this purpose.

For as long as the obligation of social distancing in closed spaces is in force, the scheduling of the days of presence on the premises will be carried out and communicated by the Company, in compliance with the anti-Covid19 safety protocols and the principle of rotation.

Once the state of emergency is over, company and/or individual agreements will determine how to plan agile working days, without prejudice to the possibility of balancing the individual employee's requests with company needs.

Trade Union Rights

The particular features of agile work do not alter the system of trade union rights and freedoms, both individual and collective, enshrined in law and in collective bargaining. In particular, at the request of persons entitled to the right of assembly under the provisions of the law and of the contract, companies will guarantee the exercise of this right through the use of appropriate connection and communication tools.

The second-level agreements that will regulate the modalities of agile working must comply with the following principles:

- Provide, as a rule, 'in attendance' return to the workplace at least one day a week or at least 20% of one's monthly schedule;
- the exercise of the right to disconnection: all employees have the right to disconnect from all work tools, until the beginning of the next working day, outside normal working hours/shifts, and in any case once their daily contractual working hours have ended;
- the guarantee of video screen breaks and/or as prescribed by the company doctor, during which the employee has the right to disconnect from the work tools connected to a monitor, and also the guarantee of disconnection during the lunch break;

- the employee's right, on days of agile work, to be absent is guaranteed in compliance with the requirements and procedures laid down by law and/or identified by company regulations, using the ordinary justifications for absence, such as, by way of example but not limited to, holidays, ROL (reduction of work hours), permits under Law 104/92 (full days and by the hour), study leave;
- in the event that it becomes necessary to carry out additional, overtime, night and/or holiday work, the manner in which it is to be carried out, it being understood that it must be agreed in advance between the employee and the manager, expressly authorised in accordance with company procedures and will be remunerated in accordance with contractual provisions;
- in order to promote the dissemination of new organisational models and the improvement of company quality and productivity, specific agreements may also be defined at company level, providing for the monitoring of service levels, in compliance with Article 4 of Law 300/70, also aimed at the implementation of specific training courses directed at improving the quality of the service provided;
- the identification of places where, for reasons of security and confidentiality, agile working will be permitted;
- the possible provision for the payment of "Ticket restaurant" luncheon vouchers for agile working days in the same manner and amount as for on-site work;
- the introduction of economic measures and/or welfare instruments that support distance working.

ANNEX 1

TRAINING PROFILES
SPECIFIC TECHNICAL AND PROFESSIONAL SKILLS

1) ADMINISTRATION AND SECRETARIAL STAFF

Correspondence management

Management of information and communication flows

Organisation and management of paper and electronic files

Processing of administrative and accounting documents

Organisation of meetings and work events

2) EMPLOYEES DEALING WITH ORDINARY ACCOUNTING

General accounting system configuration

Basic accounting principles

Knowledge of VAT regulations and procedures

Tax and social security processing

Debt collection

Drawing up of company financial statements

3) SHIPPING ACCOUNTING EMPLOYEES

Knowledge of professional law no. 135§/77 governing shipping agency activities

Management of orders and services and supplies to the ship

Document preparation and management

Management of invoicing activities on behalf of the shipowner

Management of suppliers to shipowners

Preparation and drafting of Disbursement Account

Rental fee collection management

Knowledge of main rental fee collection methods

Management of forwarding agents for rental fees to be collected

Management of forwarding agents for commission / refunds / advance charges to be settled

Knowledge of tax treatment of ship agency services

4) ADMINISTRATION AND FINANCE OFFICERS

Analytical and management accounting system

Budget preparation procedures

Reporting System

Monitoring of economic and financial trends

Management of banking services

Knowledge of main financial instruments

5) HUMAN RESOURCES OFFICERS

Knowledge of labour regulations and the C.C.N.L.

Basic principles of personnel administration and management

Knowledge of seafarers' employment contracts

Knowledge of the main seafarers' welfare regulations

Knowledge of payroll processing programmes

Knowledge of safety at work

6) QUALITY WORKERS

Basic principles of quality, procedures and certification

Knowledge of relevant legislation

Business system analysis

Quality system management and processing

7) IT WORKERS

Basic knowledge of information systems

Knowledge of programming languages and techniques

Operational management

Maintenance and Support

Security and protection of IT systems

8) SHIPPING BROKER ASSISTANTS

Knowledge of Law 468 /78 regulating the activity of ship brokers

Knowledge of the main contracts for the use of ships

Impact of forms in bargaining and relative knowledge of them

Negotiating skills

Post fixture shipping operations

Knowledge of the different types of goods transported

Knowledge of the different categories of ships

Concepts regarding the buying and selling ships and their international uses

Maritime bunkering

9) SHIPS ASSISTANCE STAFF

Knowledge of the ship, its qualities and different types

Knowledge of the structural characteristics of cargo transport

Knowledge of typical maritime transport documents

Knowledge of ship arrival/departure procedures

Knowledge of rules governing the disembarkation / embarkation of crews

Main maritime health regulations

Knowledge of main techniques of goods packing - loading and unloading - stowage and handling

Protection of the marine environment from pollution

Safety Procedures

10) TRAFFIC OFFICE WORKERS

Knowledge of scheduled transport

General knowledge of typical line transport documents

Document preparation and management

Invoicing activity management Fixed Rights

11) SEA AND LAND TRAFFIC COMMERCIAL MANAGEMENT OFFICERS

International trade evaluation

Knowledge of import/export regulations

International buying and selling and Incoterm rules

Knowledge of different types of transport and shipping

Knowledge of different contracts for ship use

Knowledge of maritime insurance and breakdowns

Transport and maritime law

12) SEA AND LAND TRANSPORT OPERATIONAL MANAGEMENT OFFICERS

Planning and management of shipping flows

Management of goods information flows

Management of container information flows

Traffic management of full and empty containers

Knowledge of the different types of goods transported

Knowledge of port service rates and ship supplies

Port labour regulations

Terminal liaison and related procedures

Dangerous goods management in containers and bulk

Anomaly and emergency resolution management

Knowledge of main customs regulations and relevant documentation

13) INTERMODAL TRAFFIC MANAGERS

Procedures and documentation relating to container traffic

Technical-operational skills in the composition of intermodal block trains

Commercial capacity to conclude contracts with railway, shipping and airline companies

Knowledge of market economic conditions and customers

Knowledge of transport unit weights and measures.

ANNEX 2

LEVEL II BARGAINING

Minutes of Agreement

On 17 June 2008

The following parties met to agree on the unitary regulation of level II bargaining provided for in Article 47 of the CCNL for the category:

National federation of shipping agents, air agents and public shipping brokers (FEDERAGENTI)

and

Italian Transport Workers Federation (FILT - CGIL)

Italian Transport Federation (FIT - CISL)

Italian Transport Workers Union (UIL - Transport)

The Parties:

- agree to the economic increases as set out in the attached table with effect from 1 April 2008 under the heading "Second Level Element" ESL, to impact on all contractual provisions;
- in relation to the commitment undertaken at the time of the economic renewal of the 2006 CCNL concerning the regulation of the aspects related to the payment of extra allowance over minimum pay ("*superminimi*"), the parties agree that this issue will be addressed at the time of the forthcoming renewal of the category CCNL;
- the parties confirm the need to identify the most effective IT tools for employees to take advantage of the training courses provided by the National Bilateral Body for the category. This is in order to improve professionalism and efficiency of work and business organisation;
- This agreement will expire six months after the expiry of the future national contract.

The parties agree that level II bargaining is exercised at national, territorial and company level; it is understood that these levels cannot be combined. Where bargaining is exercised at company or territorial level, it constitutes the present negotiable level.

Copies of the concluded agreements will be filed with the relevant territorial associations.

The entering into, in the manner described above, of a company agreement will result in the non-application of this agreement.

In the company bargaining, the contracting parties shall expressly acknowledge the replacement nature of the new agreement.

LEVEL II AGREEMENT Effective 1 April 2008

LEVELS	AMOUNT OF INCREASE
SEVENTH	47.87
SIXTH	45.70
FIFTH	44.47
FOURTH	42.00
THIRD	37.06
SECOND	35.51
FIRST	30.88

TRIBUNALE DI PERUGIA

CANCELLERIA VOLONTARIA GIURISDIZIONE
UFFICIO ASSEVERAZIONI E PERIZIE

R.G. 3234/23 **V.G.**

Cron. 2041/23

ES. IMPOSTA DI BOLLO:
art. 25, Tab. B, D.P.R. n. 642/1972;

VERBALE DI GIURAMENTO TRADUZIONE

Oggi 14/04/23 davanti al Sottoscritto Funzionario Giudiziario Dott.ssa Rossella Palladino, è personalmente comparso il Sig. Palomba Cristiano iscritto all'Albo degli interpreti e traduttori dell'Intestato Tribunale al n. 815 identificato a mezzo di Carta di Identità n. AX9560132 rilasciata il 27.07.2017 dal Comune di Deruta, il quale ha chiesto di poter asseverare con giuramento la allegata traduzione, nell'interesse di **KOSMOS SRL**

Io Funzionario, previe ammonizioni di legge, ho deferito al Traduttore il giuramento di rito che egli presta dicendo: "Giuro di avere bene e fedelmente adempiuto alle funzioni affidatemi al solo scopo di far conoscere a chiunque la verità".

Letto, confermato e sottoscritto

Il Traduttore

Il Funzionario Giudiziario