

# PROVINCIAL EMPLOYMENT CONTRACT

FOR AGRICULTURAL  
AND FLORAL SECTOR  
IN THE PROVINCE OF  
AREZZO

VALIDITY  
1° JANUARY 2008  
31 DICEMBRE 2011



Coldiretti



Confederazione Italiana Agricoltori  
della Provincia di Arezzo



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# Provincial employment contract for agricultural and floral sector in the province of Arezzo

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Come il grano fa la messe /così l'onesto lavoro, la ricchezza e l'interesse, /  
il progresso sociale e l'avvenire...

Arti Grafiche Cianferoni  
via della Ferriera, 26  
Stia (Arezzo)

## I INTRODUCTION

### Art. 1 Object of the contract

The present collective contract regulates work relations between the firms (both single-owned and societies) operating in the agricultural sectors, and in related and similar sectors – including firms working in the floral sector<sup>1</sup>, and those providing services in the creation, arrangement and maintenance of green areas, both privately and publicly owned – and the agricultural workers employed in such firms.

The CCNL applies in particular, to those firms considered as belonging to the agricultural sector according to art.2135 of the civil code and to other relevant legislation presently in force, for instance:

fruits and vegetables producers; oil producers, firms operating in the sector of breeding and animal husbandry, fish breeding, and in the breeding of water organisms, wine producers, mushrooms producers, dairy firms, tobacco producers, hunting firms, holiday farms, firms providing services and research in agriculture.

The text of the present Provincial Employment Contract maintains the same numbering/notations as in the CCNL for agricultural floral labourers of 10 July 2002 and relates the articles that have been modified or integrated, it been understood that all norms envisaged by the CCNL of 10 July 2002 that are not contained in the present text are accepted and fully valid for the province of Arezzo.

### Art. 2 Structure and organisation of the contract

The structure of the bargaining is articulated in two levels: national and provincial.

#### NATIONAL level

The CCNL has duration of four years and defines the system of relations between the parties, the normative and economic conditions relative to the different

1. Are to be considered as operating in the floral sector the following firms:
- nurseries producing olive trees, vines, fruit trees, ornamental trees and forest trees
  - producers of ornamental greenhouses plants
  - producers of cut flowers, independently of growing technique
  - producers of bulbs, flower seeds, ornamental flowers and plants, scions

types of work, as well as to the position and competences of the provincial level of the bargaining.

The dynamic of economic effects and minimum salary must refer to the first two years of validity and will be in accordance with the planned levels of inflation, assumed as common objectives in the context of the plan for income policy.

The definition of the above mentioned dynamic will be in accordance with policies agreed in the context of income and occupational policy, of the objective of safeguarding the purchasing power of retributions, of the general tendencies of the economy and the labour market, of the comparison of competition and of the specific trends of the agricultural sector.

After a period of vacancy of contract, equal to three months from the expiry of the CCNL, concerned employees will receive a specific temporary part of the retribution, as 'contract vacancy allowance'.

The amount of such allowance will be equal to the 30% of planned inflation as applied to existing area minimum salaries, this includes the ex-contingency allowance. (indennita' di contingenza). (see art.46)

After 6 months of contractual vacancy, such amount will be increased to 50% of planned inflation. The allowance will be ceased from the effective date of the agreement for the renewal of the contract.

Such mechanism will apply to all employees.

In case of late presentation of the platforms, the initial date of the payment of the contract vacancy allowance is postponed of a number of days equal to that of the delay.

### Provincial contract

the provincial contract is stipulated in mid span of the period of enforcement of the CCNL, and remains in force for 4 years.

The provincial bargaining defines the contractual salaries and can deal with the matters specifically indicated in art 88 of CCNL, according to the modalities and spheres specifically defined, and must concern institutes and matters different and non-ripetitive of those established at national level.

The dynamic of economic effects and contractual salaries in the context of the renewal (after four years) must refer to the first two years of validity of the provincial contracts themselves and will be in accordance with the planned levels of inflation according to the principles and criteria established in paragraphs 3 and 4 of the present article.

Further points of reference in relation to the negotiation will be provided by the comparison between planned and actual inflation, in relation to the salaries in the

first two years of validity of the CCNL, keeping into account eventual variations in exchange rates in the country, as well as the trend of the territorial economy of the agricultural sector.

In the application of the CCNL and of the norms established by the Protocol of 23<sup>rd</sup> July 1993, the parties subscribing the present CPL agree the within the first four months of each year of validity of the present contract meetings aimed to identify criteria and programs for the **variable salary linked to objectives** may be requested.

Such salary will therefore be totally variable and will not be determined a priori. This type of **supply/payment**, must have characters suitable to the application of the specific regime of contributory insurance (*contributivo previdenziale*) envisaged by the afore mentioned Protocol.

After 3 months of contractual vacancy concerned employees will receive a specific temporary part of the retribution, as 'provincial contract vacancy allowance'.

The amount of such allowance will be equal to the 30% of planned inflation as applied to existing salaries (*tabellari*), including the ex-contingency allowance. (see art.46)

After 6 months of contractual vacancy, such amount will be increased to 50% of planned inflation. The allowance will be ceased from the effective date of the agreement for the renewal of the contract.

Such mechanism will apply to all employees.

In case of late presentation of the platforms, the initial date of the payment of the provincial contract vacancy allowance is postponed of a number of days equal to that of the delay.

### Art. 3

#### Effective date, duration of the contract and procedures for its renewal

The present contract is valid from the 1<sup>st</sup> of January 2008 to the 31<sup>st</sup> of December 2011, keeping into account the specific provisions contained within the contract itself.

The contract must be cancelled by one the subscribing parties not less than eight months before its expiring date. This must be notified through a letter sent by recorded delivery with acknowledgment of receipt. The negotiation for the renewal of the contract must start at least 3 months prior to the expiry of the contract itself.

During this period the contracting parties shall not assume unilateral initiatives nor shall initiate direct actions.

The violation of such period will result for the responsible party, in the anticipation or in the postponement of 3 months of the effective date from which the contractual vacancy allowance (art.2 of the present contract) is calculated.

The present contract will remain valid until the coming into force of the new contract.

### Art. 4

#### Effectiveness of the contract

The dispositions established by the present Provincial Contract of Employment are binding for the contracting trade union organisations, who if necessary, will intervene to ensure their full implementation.

Notably, concerned parties commit themselves to the respect of the different levels of negotiation.

## TITLE II TRADE UNIONS RELATIONS

### Art. 5 System of relations

The concerned parties agree to strengthen trade union relations by entertaining systematic cooperation on issues of common interest.

Notably, relations between the parties take place, relatively to issues or questions of specific interest related to the working relationship, in the context of appropriate bilateral organisms, instituted by the Contract or by individual agreements, such as:

- national, regional, provincial observatories, as in art.6 of the CCNL;
- 'Agriform', as in art.7 del CCNL
- 'Commissione Nazionale Paritetica per le Pari Opportunita' (National Committee for Equal Opportunities), as in art.8 of the CCNL;

- Comitato paritetico nazionale per al salute e la sicurezza sul lavoro (National Committee for Health and Safety in the Workplace), as envisaged by the agreement 18.12.1996; (allegato n.5)
- Other organisms that the parties will consider necessary to create for the improvement of trade union relations.

### Art. 6

#### Provincial observatory

The subscribing parties of the present contract confirm the institution at provincial level of an Observatory of the labour market, with the following functions:

- to provide to OO.SS. with information by **employers' organisations** useful to identify the influx and type of public financing aimed to agricultural development;
- to provide OO.SS. with information by the employers organisations regarding current programs of substantial transformation of productive technologies, which may held relevant consequences for the organisation and condition of work as well as for occupation and work environment;
- to identify eventual obstacles to the full utilization of natural and technological resources, with the aim of promote possible public intervention, also through the promotion of territorial agreement and area contracts;
- to examine, in the presence of relevant reduction of agricultural employment caused by extensive restructuring processes, or following extensive extension of 'third party' work, any possible solution aimed to provide new employment to agricultural workforce, soliciting the activation of programs of professional training and re-qualification by the appropriate public institutions;
- to examine the quality and quantity of occupational fluxes, particularly in relation to the occupational conditions of young people and women, also with the aim to propose forms of intervention to the Regional Observatory and to encourage Regions and Provinces (relatively to their specific competences) to include in their budgets funding specifically destined to training programs in the agricultural sector.
- To agree interventions in support of female employment, apt to overcome existing inequalities, to create equal opportunity of work and professionalism, to guarantee the application of national legislation and of community directives in the area of equal opportunities;
- To ascertain that projects and individual contracts of on the job-training apprenticeship are conform to the national agreement and to transmit to competent bodies the list of project examined;
- To examine potential appeals with regard to professional qualifications, according to the criteria established by the norms of the Provincial Employment Contract, as well as by industrial disputes entrusted to Trade Union

- organisations, according to the last paragraph of art.85;
- To exercise control over employers and their employees with regard to the exact application of the Collective Employment Contract and social legislation.

In conjunction with processes of transformation in culture, employers will indicate to their own representatives their possible needs in terms of professional training and re-training of the workforce, so that the Observatory may outline to competent public bodies plans for the realisation of the necessary courses.

#### Regulation for the functioning of the Provincial Observatory

The present regulation is agreed among the parties, with the aim of allowing the functioning of the observatory, and of rendering uniform its course of action at national, regional and provincial level.

- 1) Presidency. The presidency of the Observatory is assumed alternatively every two years by a representative of the employers and by a representative of the employees. Each party will proceed on the basis of rotation. It is the duty of the President to summon the observatory, also on the basis of a request coming from either of the two parties;
- 2) Secretariat – the secretariat of the Observatory is assumed by the party not holding the Presidency, according to the principle of alternation;
- 3) Meeting of the Observatory – the members of the Observatory, one for each of the signatory organisations, meet at least once every six months. The proceedings of the Observatory are verbalised by the Secretary. For the meetings to be valid in the first summoning all the members of the Observatory must be present; in the second summoning, which may take place from one hour after the first summoning, must be present the absolute majority of the members. Opinions reached unanimously are binding for the Organisations represented within the Observatory and, if necessary, are transmitted to the corresponding Organisations for the necessary coordination of the implementation of the adopted resolutions. In case of absence or impediment, each member of the observatory can be substituted by another representative of the same Organisation. The proceedings of the Observatory are kept at the seat of the Observatory.
- 4) Representatives: the members of the observatory are designed by their respective organisations, with acknowledgment by letter to the others. Members remain in office until revocation. The substitution of a representative by her/his own Organisation, which has nominated her/him, is allowed at any moment.
- 5) Duties of the Observatory. The duties of the observatory are those indicated in art.6 of the CPL.

- 6) Seat of the Observatory and running expenses. The seat of the Observatory is situated within the Fondo Integrativo Malattie Infortuni Assistenze Varie, which is responsible for running expenses. The costs of specific initiatives must be approved unanimously.

#### **Art. 7**

#### **System of continuing and professional training**

The parties will agree a system of professional and continuing training based upon three related pillars: the system will be developed according to specific objectives related to the professional development of the employees, to the achievement of occupational stability and, for fixed-term employees, to the use for professional training also of the periods of non-employment:

- 1) Inter-professional fund for continuing training;
- 2) Agriform
- 3) Centre of agricultural training

1. Inter-professional Fund (*Fondo interprofessionale*) for continuing training in agriculture, as in art. 118 of law n.388/2000, is maintained through an additional contribution of 0.30, as specified in art.24 comma 4, of law 845/1978.

The Fund finances corporate, territorial and sector based training schemes, agreed between the parties according to the established quotas (100% within the areas identified in objective 1 and 50% in all other areas).

Part of the resources derived from the 0.30 may be utilized for the financing of activities agreed by the parties as necessary to the promotion and development of continuing training within the sector, such as specific research, monitoring activities, training schemes addressed to specific professional profiles, or projects with high innovation potential. A significant proportion of the resources will be destined to the support of training activities organised by the firms themselves, either individually or in association with others, according to modalities that will be defined in the Fund Regulations; distribution of resources will endorse an approach supportive of the interest of the employees. The Fund will make specific reference to Agriform in relation to activities of study and research and with regard to the Centres of agricultural training and their relationship with local specificities.

2. Agriform is a bilateral organ; it promotes activities of research, surveying, and monitoring of training needs and develops international relationships by fostering cooperation with similar organs at European level; Agriform

acts as interlocutor with competent higher educational institutions and interacts with bilateral institutions operating in other sectors, in the context of the network envisaged with the ISFOL.

In the context of training needs' surveying and monitoring, Agriform responds to the territorial organs (observatories) envisaged by CCNL and to the Centres of agricultural training.

3. The centre for agricultural training is a territorial structure (regional, inter-regional, provincial); it operates in close cooperation with institutions competent for continuing and permanent professional training and with firms, in the context of which training opportunities and offer meet, according to the specificities of the local labour market.

In its activity, the Centre of agricultural training responds to the characteristics of the local labour market and of the structure and dislocation of the firms operating in the area. It also responds to existing needs in terms of professional expertise, with the aim of pursuing, also at an experimental level, the stabilization of levels of occupation, in relation with the activity carried out by the Observatories and by the public employment agencies, and in connection with the new employment opportunities deriving from the reform of social security.

For the creation of the Fund for continuing training, the subscribing parties will define the relative duties ( initial agreement, statute, regulation) by the 31<sup>st</sup> of December.... The modalities and criteria for the creation of Centres of Agricultural training are entrusted to the Provincial contracts, in obedience with the indications contained within the present article.

#### Art. 8

##### National committee for equal opportunities

A National Committee for Equal Opportunities will be instituted within six months by the stipulation of the present CCNL; this will be composed by two representatives for each of the agreeing organisations.

The Committee is responsible for carrying out activities of study and research and to identify the obstacles to the achievement of an effective equality of employment opportunities for women working in the agricultural sector (possibility of employment, training, professionalism) and to propose measures suitable to their overcoming.

The Committee has the following duties:

- a) it analyses trends in female employment in agriculture, also on the basis of data

provided by the National observatory, subdivided by sex and professional profile.  
b) it studies the legislation in force in this area and the initiatives related to 'positive actions', in application of the CEE's Recommendation of 13th December 1984, n.635, of the Action Programmes of the European Community 82/85 and 86/90, and of the existing legal disposition related to equal opportunities.

c) it identifies concrete measures aimed to safeguard and valorise female work;  
d) it proposes information campaigns aimed to promote the individual right to have her/his dignity fully safeguarded in the place of work, according to the laws in force.

The Committee will identify the ways most apt to finance its activities.

The outcomes of the research activities carried out by the Committee will be transmitted to the national Organisations subscribing to the CCNL, for evaluation and the identification of possible communal initiatives.

The Committee meets usually every six months; it is chaired on a rotation principle by a component of the organizations of the employers and the employees; it reports annually on the activities carried out by the stipulating organisations.

Three months before the expiry of the present contract, the Committee will present a final report, together with the material collected and elaborated.

In this seat/opportunity will be presented those proposals in terms of norms, upon which the Committee has reached an unanimous agreement and the evaluations of each of the members of the Committee itself.

#### Art. 9

##### Employment market: bilateral actions

The subscribing parties:

- seen the d.lgs. n. 496/97, transferring to regions and local entities the functions in relation to employment, and foreseeing the possibility of having this managed by private subjects;
- considering apt to play an active role in the re-organisation of employment, also with the aim of valorising the peculiarity of the agricultural sector;

agree:

- to attribute to the system of Observatories the duty to follow, direct, coordinate the reorganization of employment and to keep the necessary contacts with competent institutions;
  - o to demand to the parties competent on the territory to create bilateral organs having the responsibility to promote the meeting between de-

mand and offer , to promote the development of the conventions envisaged in art. 25 of the present CCNL, by L. 608/96 and by d.lgs. n. 146/97, and to pursue the solution of the problems deriving from the territorial mobility of labour force. To this end the above mentioned organisms will realize the necessary agreement with the public service for employment and with the competent local entities.

### TITLE III INSTITUTION OF WORKING RELATIONSHIP, EMPLOYMENT AND LABOUR MARKET

#### Art. 10 Employment

The employment of agricultural workers is regulated by existing law. Employment can be permanent, fixed term and specific to labouring phases. The employer must provide information according to the law. Labouring phase means the specific period dedicated to the execution of the individual operations of the annual productive cycle in agriculture (for instance, ploughing, pruning, harvesting, etc...). In relation to the province's main cultivation, the following phases apply:

Wine growing: pruning, grape harvesting;  
Olive growing: pruning, olives harvesting;  
Beet growing: thinning out, hoeing, harvesting;  
Tobacco growing: transplanting, harvesting, threading;  
Fruit growing: pruning, harvesting;

In relation to the above listed productive phases, fixed term employment shall be guaranteed for the entire duration of the productive phase. Such guarantee can be suspended – without payment of salary - only if the normal carrying out of the agricultural activities has to be suspended because of bad weather conditions, specific conditions in the agricultural products market or objective technical needs. Guarantee of employment may also be suspended in the case of farms (defined as *aziende diretto-coltivatrici*) in case of return of workers or in the event of workers-exchanges according to art. 2139 of the Civil Code.

The salary paid will be relative to the actual work carried out.

In the event that in the all province or in one or more of its zones will be necessary to adopt a system of shifts among the workers, the provincial organisations of employers and employees will present a joint statement to the Employment Centre, indicating their decisions in relation to the necessary measures.

In the case in which the Employment Centre will not have availability of workforce with the qualification required by the employer, this has the right to withdraw its request and to present it again, accepting workforce of a higher qualification. In this event, the employer will pay a salary corresponding to the higher qualification.

#### Art. 11 Individual contract

Between the employer and the agricultural worker employed for an unspecified length of time an individual contract of employment shall be drawn up, signed and exchanged at the time of the employment or of the passage to open ended employment. The individual contract shall comply to the model included in this Provincial Contract of Employment. (annex 1).

In such individual contract of employment will be indicated the precise date of the beginning of the employment, the qualification of the employee, the duties, the duration of the probation period and the economic treatment established by the provincial contract.

The parties may request the assistance of trade union representatives in the drawing of the individual contract of employment, if so they wish.

#### Art. 12 Probation period

The worker employed with open ended contract is subject to a probation period; such period shall not be longer than:

26 working days for workers belonging to area 1  
20 working days for workers belonging to area 2  
14 working days for workers belonging to area 3

The worker employed with fixed-ended contract longer than 30 days is subject to a probation period of 2 working days.

During the probation period both employee and employer may dissolve the contract at any moment and without notice; the worker is entitled to the payment of a salary correspondent to the period worked.

After the probation period the employment becomes definite, according to the conditions envisaged by the collective bargaining and the individual contract.

#### Art 13 Admission to work and protection of women, children and adolescents

In relation to the employment and protection of children and adolescents, apply the



norms contained in law 17.10.1967, n.977, modified by d.lgs. 04.08.1999 n. 345 and by d. lgs. 18.08.2000, n. 262.

It is not permitted the employment of young people under the age of 18 unless they have concluded the period of compulsory education and in any case of children younger than 15.

In relation to the employment and the physical and economic protection of working mothers, apply the norms contained in the laws presently in force. (*Testo unico delle disposizioni legislative in materia di tutela e sostegno della maternità e della paternità*, d. lgs. 26 Marzo 2001, n. 151).

#### **Art. 14 Part time work**

According to Art. 13, comma 7 of law 24 June 1997, n. 196 and successive amendments and integrations, the parties agree to extend to agricultural workers, the existing dispositions regulating part-time work, with the aim to promote the meeting of work demand and offer, and to answer the specific needs of the agricultural sector. Part-time work shall be introduced according to the following conditions and modalities:

- a. it shall be on a voluntary basis;
- b. reserved the needs of the firm and the compatibility between the tasks, priority in moving from full-time to part-time work shall be given to workers already employed within the firms and not to new employees.
- c. All direct and indirect institutes envisaged by the present CPL for full-time work shall apply to part-time work, in proportion to the reduced working time.

Part-time work shall be regulated in writing, giving indication of:

- duration of the probation period, established on the basis of art.12 of the present CPL;
- duration of the professional services and their modalities;
- p.19
- professional placement, economic and normative treatment, proportional to the entity of the services performed.
- Any other modality of employment.

Each firm is entitled to employ two people on a part-time basis, within the modalities described in the present article.

In addition, and in application of comma 3 of art. 5 law 863/84 the number of workers who can be employed on a part-time basis by each firm each year for the per-

formance of one or more services, is equal to 50% of the ratio between the number of working days at normal working hours carried out in the firm in the previous year and the equivalent unit. Fractions of the units will be rounded to the next higher unit. The duration of individual performances cannot be lower than the following minimal amount of hours:

- 1) weekly performances: 20 hours;
- 2) monthly performances: 72 hours;
- 3) annual performances: 500 hours

#### **Art. 15 Apprenticeship contract**

In accordance to art, 16 law 196/97, the parties agree:

- 1) the maximum length of apprenticeship contracts will be of 24 months for the second professional area and 48 months for the first professional area.
- 2) Apprentices' salary will consist of 70%, 80% and 90% of the corresponding contractual salary – on the basis of the duties carried out, according to the corresponding third of the apprenticeship contract;
- 3) Considered the continuing nature of apprentices' work, leave of absence, 13<sup>th</sup> and 14<sup>th</sup> salaries, festivities, TFR and probation period will be administered with the same modalities envisaged for workers employed with open end contracts.
- 4) Apprentices shall participate to training activities outside the firm, according to current legislation, and specifically according to art 16, comma 2 of law 196/97.

The employer shall identify a suitable training keeping into account the professional profile sought by the apprentice.

Provincial employment contracts may identify forms of intervention by the redundancy fund extra legem in support of apprentices in case of illness and industrial accidents.

#### **Art. 16 Temporary work contract**

The application of temporary work for labourers in agriculture and flower breeding will be disciplined according to the terms contained in the annexed National Protocol of Agreement (*Protocollo Nazionale d'Intesa*) for temporary work in the agricultural sector; this is to be considered as an integral part of the present CCNL (see Annex 2).

#### **Art. 17 Re-employment**

The article is modified as follows:

Workers who have been employed with fixed-term contracts have the right to be re-employed for the execution of the same functions in the same firm. Workers who wish to be re-employed must make such intention known to the firm within 60 days from the end of the employment.

Re-employment will take into account:

- 1) those who in the previous year have worked the highest number of days;
- 2) duration of service;
- 3) professional abilities..

Workers towards whom disciplinary sanctions have been adopted are excluded. According to art. 25 L.223/1991, re-employed workers do not taken into account for the determination of the number of previously employed workers to be employed.

The parties agree that, in the event that the present art.18 of the CCNL will be modified, the present article shall be modified accordingly.

#### **Art. 18**

##### **Categories of agricultural labourers**

In the present contract are considered as agricultural labourers workers employed in agricultural establishments whose working relationships are disciplined by the present national Contract.

Agricultural labourers are distinguished in open ended labourers and fixed end labourers, depending on the nature of their conditions of employment.

Are considered 'open end' labourers:

Workers employed with open ended contracts, who lend their work in an agricultural enterprise, either single owned or associated.

Such workers will receive a monthly salary for the duration of the working relationship, with the exclusion of the days not worked because of voluntary absences, illness or accident and of the days of suspension of work, for which the employer has required and obtained the intervention of the Redundancy Fund, as in law 457, 1972.

Specific economic treatments related to illness, industrial accident and intervention of redundancy fund are regulated by arts. 58 and 61.

Are considered 'open end' labourers also those fixed salaried who by 1<sup>st</sup> September 1972 were employed in agricultural establishments with working relationship regulated by law 633/49 and by provincial collective bargains. Such labourers (ex-fixed salaried) maintain for the entire duration of their open end work the treatment acquired as a result of the provincial collective bargaining.

Open end agricultural labourers are entitled to full annual institutes and indemnities.

Are to be considered fixed term labourers:

- a) Workers employed with individual working relationships, such as those employed for the completion of short terms, seasonal or occasional activities, or in order to substitute absent labourers who are entitled to the maintenance of their position.
- b) Fixed term labourers employed for the execution of multiple seasonal works and/or for more labouring phases in one year, to whom the firm is due to guarantee over 100 working days per year
- c) Fixed term labourers originally employed with a fixed term contract longer than 180 consecutive effective working days.

From 1<sup>st</sup> January 2003 workers in groups b) and c) may be compensated with the same modalities envisaged for open end workers. The 13<sup>th</sup> and 14<sup>th</sup> salary will be paid in proportion to the effectively worked days in relation to 312 annual working days.

#### **Art. 20**

##### **Transformation of employment**

Fixed term labourers having worked in the same firm for 180 days within 12 months of the date of employment, have the right to have their employment contract commuted in open end, with the same treatment envisaged for labourers originally employed with open end contracts. Such right must be exercised within 6 months for the accomplishment of 180 days of work by giving written communication to the employer. Failure to do so will result in the loss of the right itself. Upon receiving written communication, the employer shall communicate to the relevant entities the creation of the new open end employment relationship.

The above mentioned rights does not exist in the following cases:

- i. fixed term workers employed originally with employment contract with minimum guarantee of 100 days, as in point b) of art. 19 and 20 of this CCNL;
- ii. fixed term workers employed originally with a fixed term employment contract longer than consecutive 180 days, as in point c) art. 19 and 20 of this CCNL;
- iii. fixed term workers employed in substitution of workers on leave, who have the right to the maintenance of the position.

**Art. 21**  
**Territorial mobility of the workforce**

The parties, upon the request of one of them, will meet at provincial and inter-provincial level (if the issue of mobility is relevant to more than one province) at least two months before the beginning of the seasonal works or of the harvesting, with the aim to identify the expected quantitative and qualitative need for workforce according to homogeneous areas of territorial mobility to be indicated to the territorially competent sections or employment areas.

In this respect, also on the basis of the parties' request, on one hand firms shall indicate to the competent sections or areas of employment the expected quantitative and qualitative need for workforce, with provisional and non-binding value; on the other, agricultural workers shall register on mobility lists.

Within the above mentioned meetings, the parties will examine also possible programmes of seasonal and annual employment, presented by firms to the competent public employment structures for the stipulation of conventions envisaged by law n. 56/87 with 'norms relative to the organisation of the labour market'.

The stipulating parties will take steps within the competent public organisms in order to obtain supporting interventions in relation to transport and services in favour of interested firms.

Moreover, the parties shall commit themselves to establish a more active cooperation with interested entities and institutions with the aim of preventing any violation of the employment, especially caused by private mediations and to eliminate any type of illegal transport of workers; in the context of the above mentioned meetings they shall examine the measure more adequate to be submitted to competent public organisms, such as:

- 1) functioning and strengthening of employment offices, in order to ensure the recruiting of workers and therefore to allow the immediate availability of the manpower needed by the firms;
- 2) controls on private vehicles transporting workers and interventions at Regional level in order to improve public transport;
- 3) study and individuation of possible forms of territorial compensation of the workforce;

the same parties for a concrete action aimed to govern the territorial mobility of seasonal workforce agree to organise annual conferences for the examination of the issues linked to migratory fluxes of the above mentioned workforce in the context of individual catchments areas identified by the Tripartite Regional Commissions. In relation to this, on the basis of the initiative of one of the parties, will be agreed

the choice of the employment area and the date of the conference, to which will take place the public structures of the employment area itself.

Within the conferences particular attention will be given to the question of the mobility of migratory fluxes of non-EU workforce and to the problems of the social services necessary to the reception of such workers.

In relation to the above mentioned social services, shall be involved and invited to the conferences the competent public Authorities.

**Art. 22**  
**Migrant workers**

The employment of migrant workers must take place according to existing laws, keeping in mind the necessity to grant priority to the employment of local manpower.

Are considered migrants groups of workers coming from a different province or region for seasonal works to whom must be guaranteed the respect of the contracts of the place where the work is carried out.

In case of problems deriving from migrant work the stipulating parties will meet at provincial level in order to discipline the matter.

Are also considered migrants groups of workers whose place of residence is more than 40 kilometres away from the place of work.

To these workers, with the exception of days of voluntary leave and days not worked because of illness or injury, are guaranteed employment and relative retribution for the entire working phase, except days not worked because of:

- weather conditions and ensuing objective environmental difficulties, including significant delays in the ripening of vegetables and fruits.
- Return of active units in the case of farmers (defined as *aziende dirette-coltivatrici*) and exchanges of workers, according to art. 2139 of C.C.;
- Objective market difficulties or unforeseeable events independent from the will of the employer that prevent the placing of the product;
- Breaking of machinery preventing the regular continuation of the working phases.

**Art. 23**  
**Transportation and day nurseries**

Concerning the question of transportation of workers to the place of work and the question of day nurseries, the subscribing parties agree to meet at trade union office to exchange information, examine problems, with the aim of presenting proposal to institutional levels.

## Art. 24 Conventions

Taking note that:

- the firm or the group of firms, on the basis of art. 17 of law 28.2.1987 n.56 'norms relative to the organisation of the labour market' may propose, also through their trade union organisations, programmes of employment to competent employment organisms;
- on the basis of such programmes and of the pre-emptive examination with the territorial trade union organisations (both of employees and employers) subscribers of the contract, job centres are able to stipulate conventions with individual firms or with groups of firms within which are established, among the other things, timing of employment, professional profiles and the duties of the prospective workers.

The parties, also with the aim of promoting an application of the conventions corresponding to the specific characters of the labour market and the productive process in agriculture, agree the following:

- 1) employment programmes, given the seasonality characteristic of productive activity, will concern workers employed with fixed term contracts and will be prepared for all the seasonal activities present throughout the year within the same firm or for part of them. They will be able to include calendars of annual, seasonal, monthly or weekly activities, indicating the time of employment of workers in relation to the firm's productive characteristics. If is foreseen the employ of the same workers within more firms during the same year, season, month, week or day, the programmes will be prepared by more firms jointly.
- 2) Employment programmes will be examined by trade unions organisations of workers and employers geographically competent and will be presented, with their favourable opinion, to the competent organs of agricultural employment. the parties will engage their representatives in the competent employment organs to the end of stipulating the relevant conventions.

### Commitment

The parties, with the aim of promoting the application of conventions envisaged by art. 17 of law n. 56/1987 by the firms agree to intervene jointly in the relevant offices in order to foresee a further and specific distribution of the social costs for the workers employed.

## Art. 26 Harvesting of produces on the plant

In reference to the use, well established in the province of Arezzo, of harvesting olives in sharing with the harvester, to whom is given a proportion of a minimum of kilograms of oil per each hundred kilograms of harvested olives, the subscribing parties agree to maintain such form of contract and to regulate it according to general and uniform lines.

It is established that such harvesting must result from a written act (all.2 and 3) between the individual parties, which must highlight:

- 1) land register details of the plot of land where the harvesting takes place;
- 2) how many kilograms of oil are due to the harvester for each hundred kilograms of harvested olives;
- 3) the supply of the tool necessary to the harvesting will follow the praxes established in the firm where the harvesting takes place;

The enrolment of the harvester will take place using the matriculation roll of the *Registro d'Impresa* of the agricultural sector (law n. 608/96, art 9 quater and successive modifications). Given this type of contract must not be filled the *Sezione presenza e paga*.

## Art. 26 Parties' commitments in relation to the labour market

Keeping into account that at the moment of the renewal of the present CCNL law proposals aimed to a reform the labour market are being discussed in Parliament, the parties agree to meet, also following the request of only one of them, within 30 days from the introduction of the above mentioned laws, in order to regulate the elements demanded to collective bargaining and in order to modify or integrate contracts according to new legislation.

### Art. 26 Bis

In order to pursue a better protection of the workers in relation to the respect of duties in the provision of work, firms will include in contract with providers of services outside the firm itself specific clauses, binding the contracted firms to effectively assume the risk and to observe the duties deriving from legislation on matters of insurance, hygiene, health and safety, as well as to the respect of the contractual normative.

The beginning and end of work, as well as the workforce employed with the relative qualifications and the documentation inherent to regular contribution (DURC), must be communicated preventively to the RSU or to the RSA and to Provincial Observatory in Arezzo, as in art. 6 of the present CPL, via Giotto 4 Arezzo.

## TITLE IV CLASSIFICATION OF EMPLOYMENT

### Art. 27 Classification

Agricultural labourers are classified on the basis of two 'Professional areas'

#### Area 1 – Description

Belong to this area those workers possessing titles or specific competences and professional abilities that allow them to carry out complex working functions and functions requiring a specific specialisation.

Belong to this area: 1) workers with superior professional abilities (either because of able of independent work and high professional competence acquired through experience or through titles, or because able of multiple performances) – Level A1; 2) workers having specific and complex competencies and professional abilities acquired through experience and titles, which allow them to carry out one or more duties of higher complexity than those of workers classified in area 2 (levels A2 and A3).

The following should be treated as examples:

#### Level A1

**Operator of complex agricultural machineries** – workers with driving licence, working independence acquired through experience or titles who, besides driving and usage on the road of complex agricultural machinery, carry out works on the basis of given project based instructions, repair ditto machines and carry out multiple functions;

**Mechanic:** worker with extensive independent professional competence acquired through experience and titles who, besides the ordinary and extra-ordinary upkeep- ing of machines provides also the setting up of new implants and looks after their regular functioning and possible necessary revisions;

**Steam engine mechanic:** worker who, possessing the relevant qualification of 1<sup>st</sup> and 2<sup>nd</sup> degree, with independent professional competence and high professional- ism, operates and controls the machines regulating the functioning of steam en- gines and deals with upkeeping.

**Driver of trucks and articulated lorries** - worker with extensive independent professional competence acquired through experience and titles, who besides driv- ing articulated lorries and trucks with a capacity superior to 75 q.li, provides for their upkeeping and ordinary repairs, carried out with equipment provided by the firm,

**Responsible for refrigerating machineries** – workers holding a relevant qualifica- tion of 1<sup>st</sup> and 2<sup>nd</sup> degree, who, with working independence and high professional-

ism, operates and controls the machinery regulating the working of refrigeration implants, and provides for their upkeeping;

**Carpenter:** with high professionalism, working on the basis of projects;

**Blacksmith:** with high professionalism, working on the basis of projects;

**Bricklayer:** with high professionalism, working on the basis of projects;

**Electrician:** with high professionalism, working on the basis of projects;

**Head of Stable:** in specialised breeding firms with more than one worker, leading and coordinating the breeding on the basis of given directives and responsible of the breeding in relation to technical-sanitary matters;

**Slaughterer** – worker with extensive independent professional competence ac- quired through experience and titles, responsible for the slaughtering, sectioning and packaging of beef, pork, and sheep meet, as well as, in the case of pork, of the preparation of mixtures (defined as *norcino*) in firms where such manufacturing in continuous;

**Responsible of reproduction in pig farming:** the worker who, besides current duties, possesses a specific experiences and professional abilities, on the basis of which he/she carries out autonomously, also on the basis of general directive, all technical-sanitary operations; carries out duties entailing responsibility in relation to sows, males, and newly born piglets, during the first weeks of their life, identi- fying the symptoms of the most common diseases and adopting the first measures necessary to avoid the spread of the disease. If required, he/she must be able to carry out operations of castration and artificial insemination of the sows.

**Responsible for complex operations in beekeeping:** the worker who possesses a specific experiences and professional abilities, acquired through experience and titles, on the basis of which, besides the current duties of a specialised worker, and also on the basis of general directives, carries out duties entailing responsibility in relation to all the phases of bees' biological and productive cycle, and contributes, on the basis of his/her knowledge, to the prevention of diseases and to health main- tenance within the hives.

**Responsible for the selection of birds:** the worker who, possessing specific ex- periences and professional abilities acquired through experience and titles, besides the current duties of a specialised worker, supervises the functioning of the incuba- tion station of birds and contributes to the selection and genetic evaluation of the birds, with operational responsibilities relative to the cycle of operations assigned to him/her;

**Maestra in tobacco's preparation:** the person responsible for supervising tobac- co's manufacturing who, possessing a specific experience acquired as vice-maestra as well as professional ability, coordinates the works of workers assigned to the se- lection and successive operations and is responsible for the classification and guide of the composition of mixture, managing the stock.

**Laboratory helper:** worker carrying out laboratory procedures related to the anal- ysis of soil, in vitro cultures or sanitary tests on plants and productions, with execu- tive autonomy, high professional ability acquired through experience or titles, and polyvalent performances;

**Manager the cellar:** worker who, besides being responsible for the loading and unloading of cellar products, possess a specific experience and professional ability, thanks to which carries out autonomously, also in relation to general directives all wine producing operations, as well as subsequent operations related to the final preparation of the product and its conservation;

**Departmental manager:** the worker who possessing specific and complex knowledge and professional abilities acquired through experience or titles, is responsible for the organization of a entire department, of which he/she follows all phases of production, distribution and shipment of the finished products;

**'Artistic' pruner:** the worker who carries out the artistic pruning of ornamental plants and trees, with executive autonomy and high professional competence acquired through experience or titles;

**Manager of greenhouse productions:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, identifies the timing and modality for the production of different types of plants, carries out, also on the basis of general directives, all the tasks related to greenhouse productions, deciding autonomously the most appropriate products for composting, disinfestations, etc. And who has a direct responsibility for the totality of the operations carried out in the productive cycle;

**Breeder:** the worker in possess of executive autonomy and high professional competence acquired through experience or titles, who carries out interbreeding aimed to obtain selected hybrids of 1<sup>st</sup> level, securing a polyvalent working role (as inter-breeder and breeder), with operative responsibility limited to the productive cycle assigned.

**Manager of nursery productions:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, identifies the timing and modality for the production of different types of plants, carries out, also on the basis of general directives, all the tasks related to nursery productions, deciding autonomously the most appropriate products for composting, disinfestations, etc. and who has a direct responsibility for the totality of operations carried out in the productive cycle;

**Cook:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, within agroturistic firms carries out with operational autonomy and initiative on the basis of general directives, a role of coordination and supervision of other cooks and/or kitchen personnel, if present, and who manages the totality of work relative to the kitchen and its supplies, carrying out the preparation of meals and having the responsibility for their administration;

**Stable manager:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out the tasks related to the managing, growth and maintenance of horses. In the case of agroturistic stables carries out the function of instructing, possessing the basic diploma of federal instructor, or a licence of 1<sup>st</sup> degree, and takes care of the saddling and de-saddling of horses, as well as of the upkeeping of harnesses.

## LEVEL A2

**Conductor of traction engines and mobile machines:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, holding a driving licence, provides the use of traction engines and/or mobile machines, carrying out all the mechanical operation relative to the soil; provides also driving on roads and look after the upkeeping and carries out small repairs;

**Mechanic:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out autonomously the ordinary and extraordinary repairs of mechanical machineries and firm's implants;

**Carpenter:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides carrying out normal carpentry duties is also able to repair and build ex-novo doors, windows, shutters and/or instrumental furniture of any kind and type;

**Blacksmith:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides his/her normal duties is also able to carry out reparations autonomously;

**Bricklayer:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, autonomously carries out the upkeeping and reparation of masonry within the firm, with the aim of ensuring their stability and solidity.

**Responsible for the butcher counter:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out autonomously the sectioning, preparation, cutting and distribution of the meat;

**Pig butcher and/or responsible for the conservation and aging of meat:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out autonomously operations related to preparation, conservation and aging of cold cuts;

**Butcher, responsible for slaughtering:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out autonomously all the phases related to the butchering and preparation of the meat for the cold store;

**Responsible for the firm's outlet:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, manages with responsibility and autonomy all the functions related to the selling of firm products to the public;

**Responsible for the preparation of balanced mixed products:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, carries out autonomously all the activities related to mixing, grinding and preparation of fodders, having also the responsibility of the fodders' stock and its supplying;

**Responsible for Complex Mixed products**

The worker who in worker with extensive independent professional competence

acquired through experience and titles, carries out autonomously all the activities related to the preparation of the mixed product itself, having also the responsibility of the returning of raw materials to the warehouse.

**Responsible for product conservation in cold stores:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, follow autonomously the product in the different phases of seasoning in cold store, checking conditions of humidity and temperature and correcting possible anomalies;

**Conductor responsible of the line:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides carrying out activities of support to the departmental manager, is responsible for the management and conduction of operations relative to the sector in which take place more than one operation carried out with different machineries or complex production lines;

**Responsible for the working shift in oil mills:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, has the responsibility of the loading and unloading of olive mill's produces during his/her shift;

**Responsible for the reception:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, assists in the booking and reception of guests in farm holidays firms, being fluent in at least one foreign language and having at least a beginner knowledge of a second one;

**Gardener:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, is in charge of selecting the appropriate preparation of the soil, feeding, seeds, type of plants and their care, the shape and dimension of flowerbeds, the direction of alleys, the necessary materials, the dislocation of water connections and the relevant timing, in relation to the implementation of an installation;

**Nursery worker (vivaista):** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, is in charge of selecting the appropriate soil preparation in greenhouse or open field, the feeding, the seeds, the type of plants and their care, the organisation of the nursery, the transplants, the necessary materials, the dislocation of water connections and the relevant timing, in relation to the implementation of an installation;

**Responsible for industrial vegetable production:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, is in charge of selecting the appropriate soil preparation, the feeding, the seeds, the type of plants and their care, the necessary material, the dislocation of water connections and the relevant timing, in relation to the implementation of an installation;

### Level A3

**Conductor of motor vehicles:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, holding a

driving licence of at least category C, besides driving auto vehicles with a capacity not superior to 75 q.li, carries out their upkeep and necessary small repairs;

**Responsible of complex machineries:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, is autonomously responsible for the functioning of machinery requiring complex operations and functions performed by the worker himself, establishes the required supplying, presides over the control of indicators and carries out small maintenance operations;

**Responsible of livestock in specialised farms:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides normal stable duties, included the checking of general health conditions and periodical vaccinations, is responsible for the functioning and ordinary maintenance of technical equipment needed for the carrying out of feeding and transport;

**Responsible for beekeeping:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides the normal duties, put together with executive autonomy, artificial swarms with new queen bees and provides and looks after the bees' health through prevention and treatment.

**Responsible for bird farming:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, besides taking part to all the phases of the farming, takes over functions of greater complexity compared to those of the worker under heading II;

**Responsible for game farming:** the worker who, besides ordinary farming duties, secure the control of the general sanitary conditions and of activities related to reproduction, informing the employer of any abnormality observed;

**Responsible for tobacco's seedbed:** the worker who, possessing executive autonomy and high professional competence acquired through experience or titles, has the responsibility of the seedbed and with autonomy of execution provides the normal operations conducive to a good keeping of the seedbed;

**Responsible for the drying up of tobacco and medicinal plants:** the worker who, possessing professional competence acquired through many years' experience or titles, looks after tobacco or medicinal plants with the aim of securing the products' adequate quality, following also the ordinary maintenance and small repairs of the machineries;

**Responsible for the vacuum chamber and moistening machines:** the worker responsible for the operation of moistening of the tobacco when possessing a particular professional competence in providing autonomously the normal operations required for the good upkeep of the machines;

**Responsible for the chemical lab with humidity control, weighting and nicotine testing:** the worker responsible for the operation of humidity control, weighting and nicotine testing, who posses a particular professional ability in providing autonomously the normal operation required for the good upkeep of the machines.

**Warehouse man:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, is responsible for the loading and unloading of the warehouse, and keeps record of the unsold stock;

**Olive tree pruner:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, carries out all the existing pruning (including pruning defined as 'di riforma', monocono, ad 'ipsilon', a vaso cespugliato etc.);

**Vineyard pruner:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, besides the normal pruning duties, carries out pruning aimed to treatment and prophylaxis of diseases of the wood;

**Orchard pruner and grafter:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, carries out the operations necessary to obtain a rational form of growth for the plants, related to their age and development; he also carries out grafting, as necessary;

**Tree and copse cutter:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, carries out autonomously the cutting, preparation and arrangement of wood (including the so-called 'sterzatura'), using axes and mechanical saws, and who provides the maintenance and repair of the cutting equipment;

**Single chef:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, provides his/her service in a holiday farm establishment where catering/restaurant activities require a specific operational autonomy and adequate professional abilities;

**Responsible of the riding school:** the worker who, possessing a specific professional competence, is responsible for all activities related to horse riding; in the case of workers employed in agroturistic firms, he/she also accompanies guests in horse riding trekking;

**Responsible of reception:** the worker who, possessing specific and complex knowledge and professional abilities acquired through experience and titles, autonomously supports activities related to the booking in and reception of clients in holiday farms establishments; he/she should have at least a beginner knowledge of a foreign language;

#### Area 2 - Description

Belong to this area those workers carrying out variable non-complex duties, for the execution of which knowledge and professional abilities acquired through experience or title are necessary, although these workers may still require a period of practice; belong to this category also workers carrying out general and simple duties.

Are classified in Area 2 both workers possessing specific knowledge and professional abilities acquired through experience and title, allowing them the execution of one or more duties of production, preparation or valorisation of agricultural production (Level B1), and workers possessing knowledge and professional abilities

or carrying out duties providing non-generic support to personnel of higher level or responsibility or requiring a period of practice (Level B2). Are also included in Area 2, workers assigned to generic duties, which do not require specific professional requirements (Level B3), and workers assigned to harvesting (Level B4).

The following descriptions are given as examples:

#### Level B1

**Livestock worker:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, carries out duties related to the looking after of livestock in stables which include machineries, signalling to the employer or other responsible the outbreak of diseases or epidemics in the breeding farm;

**Game farming worker:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, looks after the reproduction and maintenance of game, signalling to the employer or other responsible the outbreak of diseases or epidemics;

**Butcher counter worker:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, under the guide of the person responsible for the sector, carries out the sectioning, preparation, cutting and choice of meat;

**Guard;**

**Grafter:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, carries out normal grafting operations;

**Pruner:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, carries out normal pruning operations;

**Wine cellar worker:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, carries out operations related to wine making, including decanting, bottling, under the supervision of the responsible for the wine cellar; he/she also carries out direct sale functions in cases in which the firm possesses an outlet;

**Loading organiser:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, deals the loading of purchase orders, on the basis of receipts prepared by responsible personnel of higher level;

**Worker dealing with packaging and the preparation of jars and envelops:** the worker who, possessing specific professional experience, cooperate to the operations relative to the packaging and preparation of jars and envelops with the use of semi-automatic machinery, under the responsibility of others, making sure that the machinery works correctly;

**Tobacco's seedbed worker,** deals also with mechanical planting, pollarding, piercing, drying of the tobacco's leaves, with adequate professional experience and ability;

**Worker dealing with the receiving of lose tobacco,** feeding of the belts, selection, fermentation, preparation of barrels, boxes and bales, transport and loading of packages, preparation, assembling and repairing of equipment, with adequate



professional experience and ability;

**Worker dealing with vacuum chambers and moistening machines:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, provides the normal operations required by the good upkeeping of the machineries;

**Worker dealing with the chemical lab with humidity control, weighting and nicotine testing:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, provides the normal operations required by the good upkeeping of the machineries;

**Worker dealing with agroturistic activities within the firm:** the worker who, possessing specific knowledge and professional abilities acquired through experience and titles, higher to those indicated in the level immediately below, carries out specific duties within the agroturism, under the responsibility of the employer or his/her representative; In particular, he/she deals with the following duties:

- tending of the bar;
- serving food and drinks, including the testing of the firm's own products;
- taking care of the maintenance and usability of sport and recreational equipments.

#### LEVEL B2

**Support butcher or preparatory:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support pig butcher:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support staff employed in outlets:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support mechanic:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support carpenter:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support bricklayer:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Support staff working in the warehouse:** the worker who possessing knowledge and professional abilities, carries out his/her duties in support of other employees with greater responsibilities;

**Worker dealing with selection and packaging of products:** the worker who possessing knowledge and professional abilities, looks out the range of sampling,

product selection and packaging;

**Worker dealing with planting, weeding and thinning in biological and medical farming:** the worker who, possessing knowledge and professional abilities acquired through at least one season, carries planting, weeding and thinning in biological and medical farming;

**Chooser and packager of mushrooms:** the worker who possessing knowledge and professional abilities, carries out the sampling, selection and packaging of the product, aimed to the market of fresh products;

**Waiter/Waitress:** the worker who in the execution of the directives received by personnel with higher responsibility, carries with specific knowledge and competence the duties related to the service of food and drinks in agroturistic establishments;

**Workers dealing with sport and recreational equipment:** the worker who, possessing adequate knowledge and professional abilities, looks after the maintenance and usability of sport and recreational equipment in agroturistic establishments;

**Support cook:** the worker who possessing knowledge and professional abilities, in agroturistic establishments carries out his/her duties in support of other employees with greater responsibilities in the preparation of meals and generally in works related to the kitchen;

#### LEVEL B3

- Labourer;

- Worker employed in digging, hoeing, weeding and thinning;

- Worker employed in the cleaning of warehouses, premises etc.

- Worker employed for the cleaning of ditches;

- Worker employed for the carrying of the product by hand;

- Odd-job workers and cleaners, employed also for the cleaning of toilets, in farms and agroturistic establishments;

#### LEVEL B4

**Harvester**

**Head:** the worker, specialised or not, who besides the normal duties for which has been employed, carries out functions of coordination and control on at least two other workers, on the basis of an explicit charge issued by the firm, which confers upon him/her the qualification of 'head'.

#### Art. 28

##### Duties and change of the professional profiles of agricultural labourers

Agricultural labourers must have duties adequate to the professional profile under which they have been employed and receive a corresponding salary.

In the case in which labourers carry out duties envisaged for a professional profile with a lower retribution, on the basis of needs of the firm that will not continue beyond the second year, they retain the rights and the retribution corresponding to the level of their employment; however, in the case in which they carry out du-

ties envisaged for a professional profile with a higher retribution, they acquire the right to the corresponding salary for the period in which such duties are carried out; moreover, they acquire the right to a higher professional level when they are required to carry out the new duties continuously for a period of 40 working days, if included in the Area 1 and of 30 working days in included in Area 2, or if they carry out such duties sporadically throughout one year, for not more than 3 times within a minimum of 60 days, if included in Area 1 and within a minimum of 50 days if included in area 2.

In relation to the move to the professional profile with a higher retribution shall not be counted the days worked in substitution of other workers absent because of illness, injury, army service, for the period during which the absent worker retain a right to the conservation of his/her position.

In any case, the work carried out within a professional category entitled to higher retribution shall have to be documented by specific declaration by the employer.

#### **Art. 29 ... (Florovivaisti)**

### **TITLE V NORMS FOR THE COMPANY WORK ORGANISATION**

#### **Art. 30 Working hours**

Working hours are established in 39 hours per week, equal to 6,30 hours per day. With the exception of establishments dealing with livestock, the weekly working hours are distributed among 5 working days, with free Saturday. Saturdays are counted in relation to leave entitlements and are considered as working days in all senses.

In relation to the business organisation of work, interested parties will distribute the weekly working hours among 4 working days of 8 hours each and one working day of 7 hours; the parties directly interested will be able to keep a level of working hours equal to 40 hours per week, distributed among 5 working days of 8 hours, recovering the higher number of hours also through compensatory daily leaves, up to a maximum of 6 working days per year.

A different distribution of working hours may be agreed with the firm, directly between the parties. It remains established that the worker is required to work also on Saturday where this is necessary to secure the carrying out of specific and binding activities.

In the case in which working organisation does not allow to all workers the possibility of having the Saturday free, adequate shifts will be agreed between the parties, so that the workers may take turns in the enjoyment of a free day in different days of the week.

The distribution of working hours during the day is regulated according to the specific needs of individual firms; breaks shall be no longer than two hours during the

autumn, spring and winter and no longer than three hours during the summer.

Where continuous shift of 8 hours are in place, there will be a paid break of 30 minutes for the meal.

Labourers working in stables must have secured a continuous period of rest of 8 hours coinciding with night hours.

According to art. 18 of L. 17.10.1967 n. 977, modified by art. 2 of the D.L. gs 04.08.1999 n.345, the working hours for young people free from school obligations cannot be higher than 7 hours per day and 35 hours per week; for adolescent cannot be higher than 8 daily hours and 40 weekly hours.

According to the correspondent article of the CCNL, and in relation to the needs of the firm, this will be able to introduced for up to 90 days within one year 48 working hours per week. Such hours cannot be introduced for less than one week, and must be communicated, usually in writing, to trade union representatives or in their absence to the workers, 15 days before. Workers will agree with the employer the modalities according to which such extra working hours will be recovered in a different period of the year through periods of 30 working hours weekly. During the periods of greater working hours, the workers will receive an increase of 15% of their normal retribution.

#### **Hours' bank**

Trade unions organisation agree to institute a 'Bank of hours' at firm level, in which to store all the hours worked in excess of the ordinary weekly working hours per each solar year.

The use of compensatory periods of rest in relation to the hours stored in the Bank takes place within the 30<sup>th</sup> of April of the successive year, in agreement between the parties or, following the request of the workers, albeit safeguarding the objectives needs deriving from the organisation of the firm.

The hours of extraordinary work included in the Bank will be paid monthly with a increase of hourly salary equal to 15%.

It is the responsibility of the parties or of the firms to inform the workers of the modalities according to which the Bank operates before the actual start of the new institute.

In relation to fixed term workers, the balance of the hours takes place at the end of the working relationship and in any case within the 31<sup>st</sup> of December of each solar year.

By the 30<sup>th</sup> of April, on hours not yet used will be applied an increase of 10%.

#### **Art. 31 Weekly period of rest**

Workers are entitled to a weekly period of rest of 24 consecutive hours, possibly in coincidence with Sunday.

If the firm's needs require working on Sundays, the period of rest of 24 consecutive hours shall be given in a different day of the week.

According to art.22, L.17 October 1967, n. 977, modified by the d. lgs. 4 August 1999, n. 345, labourers under the age of 18 must have secured a period of weekly rest of at least 2 days, possibly consecutively and including Sunday. The minimum period of rest can be reduced, according to proved organisational and technical reasons, but in no case can be lower than 36 consecutive hours.

In relation to workers dealing with livestock and for those with specific duties, remains the right to weekly rest, but such period may take place in a non-festive day, also according to a weekly calendar of work agreed within the firm by the directly interested parties.

### **Art. 32 Holidays**

Open ended workers are entitled to a period of holiday equal to 26 working days for each year of service within the same firm.

In case of employment, dismissal or resignation during the year, such workers are entitled to as many twelfth of holidays as are the month of service carried out within the firm.

The fraction of month superior to 15 days is considered, to this end, as a full month.

In relation to young people, of age either below or above 16 years, applies art. 23 of law 17 October 1967, n. 977, modified by art.2 of d.lgs. 4 August 1999, n. 345.

The employer, in establishing the period of holiday, shall keep into account of the interests and desires of the worker, albeit safeguarding the needs of the firm.

In relation to fixed termed workers, art. 46 applies.

### **Art. 33 Permits for continuing education**

In the context of the initiatives aimed to personal and collective professional qualification contained in the present contract, open ended workers who are taking part in courses of professional qualification, related to agriculture and provided by qualified and recognised organisations, are entitled to paid permits for the period strictly necessary to the participation to the course itself.

Practical modalities for the use of such permits are entrusted to provincial contract negotiations; they will be subject to the specific agreement of the parties signing the present contract.

### **Art. 34 Extraordinary and parental leaves**

In the event of the marriage of a worker with an open-ended contract, he/she is entitled to a paid permit of 10 days. The worker is also entitled to a permit of 3 days in case of death of first degree relatives. Such permits do not count in relation to

holiday entitlements.

In accordance with law 53/2000, the worker is also entitled to a paid permit of three working days per year in case of death or documented serious illness of the spouse or relative of first or second degree or the cohabiting person, if the cohabitation is certified by the registry office.

Moreover, the worker is entitled to specific paid permits for the care of children for a maximum of 10 days within 12 months.

In order to exercise his/her right to leave, the worker shall give notice to the employer and shall present written request, together with the relevant medical certificate, promptly and in any case within 48 hours from the beginning of the absence from work.

The above permits are not counted in relation to holiday entitlements.

In relation to parental leave, rests and permits for children with severe disabilities, and of permits for the illness of a child, apply the current legislative dispositions.

In order to exercise the right to parental leave as from art. 32, comma 1, d. lgs. 151/2001, the parent shall present at least 15 days before the requested leave a written request to the employer, indicating the period of leave and its minimum duration, and attaching the birth certificate and further prescribed documents, i.e. substitutive declarations.

In case the worker is objectively unable to respect the given term, he/she must give notice to the employer of his/her absence and submit written request with the relative certification, promptly and in any case within 48 hours from the beginning of the absence from work.

### **Art. 34 bis Family reunification**

Keeping into account the firm's technical and productive needs, the employer will be responsive to workers employed with open end contract requesting leave of absence (*ferie e permessi*) with the sole aim of reuniting with their families. To this end, the employer will seek to provide the use of continuous periods of leave through the use of holiday entitlements (*ferie*) accumulated by the worker in accordance to the present contract. This is subjected to the worker's request and relative authorization.

### **Art. 35 Permits for courses of adult education (*corsi di recupero scolastico*)**

The worker employed with open-ended contract who takes place in adult education

aimed to recover missed years of school is entitled to a special paid permit of 150 hours in three years, with the possibility of cumulating them in one year.

The number of workers who in the same firm can make use of such permit at any given time may not be higher than 1 in firms employing between 4 and 10 workers on an open-ended basis and cannot be higher than 10% in firms with more than 10 open-ended workers.

The right to the use of such permits also applies to workers employed with fixed-end contracts. Practical modalities are entrusted to provincial contractual bargaining. The contracting parties commit themselves to meet in order to discipline the matter, in case of problems.

### **Art. 36**

#### **Holiday days – agricultural labourers**

Are considered as holidays all the Sundays and the following days:

1. first day of the year;
2. 6<sup>th</sup> of January, Epiphany;
3. 25<sup>th</sup> of April, Anniversary of Liberation;
4. Easter Monday;
5. 1<sup>st</sup> of May, Labour Day;
6. 2<sup>nd</sup> of June, Anniversary of the Foundation of the Republic;
7. 15<sup>th</sup> of August, Celebration of the Assumption of Mary;
8. 1<sup>st</sup> of November, All Saints Day;
9. 4<sup>th</sup> of November, National Unity Day;
10. 8<sup>th</sup> of December, Immaculate Conception;
11. 25<sup>th</sup> of December, Christmas;
12. 26<sup>th</sup> of December, St Stephen;
13. the day of local Patron Saint;

The treatment of agricultural labourers during the days of national holiday is regulated by laws 27<sup>th</sup> May 1949 n. 260 and 31<sup>st</sup> March 1954, n. 90.

The treatment envisaged for the national festivities (25<sup>th</sup> of April, 1<sup>st</sup> of May, 2<sup>nd</sup> of June, 4<sup>th</sup> of November) by the above mentioned laws applies to agricultural labourers employed with open-ended contracts, even if such workers are suspended from work; in the case of festivities taking place during the week, in case of suspension from work, the treatment envisaged by the law applies only if such festivities takes place within two weeks from the beginning of the suspension itself.

In compliance with art. 46, the economic treatment of the workers employed on an open-ended basis for the above mentioned festivities is satisfied with the percentage envisaged in the article itself, when no work takes place. In the case in which work is provided, workers will receive the retribution for the hours worked and the weighting applying to festive work, as in art. 39.

In accordance with Law 5 March 1977 n. 54, which contains dispositions relative to holiday days and in accordance with the Verbal of Agreement of 2 May 1977, point 5, and following the DPR 28 December 1985 n.792, the economic treatment of agricultural labourers employed with fixed-term contract is as follows:

- a) for the national festivity of 4<sup>th</sup> of November, the celebration of which has been moved to the first Sunday of November, the treatment applied is the one envisaged by L.31.3.1954, n.90, regulating the case of national festivities coinciding with Sunday. This means that 4<sup>th</sup> of November is considered in all respects as a working day;
- b) in relation to the four suppressed festivities (St. Joseph, the Ascension, Corpus Domini, SS. Peter and Paul), which are considered as working days in all respects, will be paid, besides the normal retribution, an extra day of pay; are excluded from this treatment those cases in which no effective work takes place;

The individual parties directly interested, may also agree the following:

- a) that the work carried out in the previous 4 days of suppressed festivities may be compensated, instead than with the addition of one day of extra-pay, through days of leave, the use of which will be agreed between the parties, keeping into account the needs of the firm;
- b) that the suspension of work during the suppressed festivities may be agreed between the parties themselves; in this case, workers will receive the daily retribution normally due.

#### **Ministerial declaration:**

The Ministry, in clarification of the contractual and legislative normative related to suppressed festivities, as in law 5.3.1977, n. 54, specifies that the work carried out in such ex-festive days must be regularly paid in addition to the normal retribution. (Reproduced in CCNL agricultural labourers, 25 June 1979).

### **Art. 38**

#### **Extraordinary, festive and night work**

It is considered:

- **extraordinary work**, work carried out outside the ordinary working hours;
- **festive work**, work carried out on Sunday and on other festive days as recognised by the State, as in art. 37 of CCNL;
- **night work**, work carried out between 21p.m. and 5a.m.
- **night work under cover**, work carried out between 21p.m. and 5a.m.

Extraordinary work may not exceed 2 hours per day and 12 hours per week and

must be requested by the employer in case of obvious need, when the failure to carry out extraordinary work would damage the cultivation and the production. The maximum limit of individual extraordinary work is 250 hours per year. Percentage of weighting are as follows:

<b>Extraordinary work</b>	<b>25%</b>
<b>Festive work</b>	<b>40%</b>
<b>Night work</b>	<b>40%</b>
<b>Extraordinary festive work</b>	<b>60%</b>
<b>Festive night work</b>	<b>80%</b>

The above listed weighting will operate on the retribution: contractual salary and possible payment in products, as defined by art. 46.

In those cases in which the retribution is composed also by the third element, this will be paid also for the hours of extraordinary, festive and night work, but in the measure applied to ordinary working hours.

In the case of night work and/or festive work carried out in the context of regular periodic shifts and concerning specific duties included in the worker's normal responsibilities, a weighting of 10% will apply.

In the case of special works to be carried out at night, such as guarding and/or custody, the percentage of weighting is 20%.

#### **Art. 39 .... (Florovivaisti)**

#### **Art. 40**

#### **Interruptions – time recovery**

The worker employed with fixed-term contract is entitled to the payment of the hours of work effectively worked during the day.

In case of interruption due to unforeseeable circumstances, the lost working hours will be paid only in the measure in which the employer has required that the worker should remain available within the establishment.

In the case of workers employed with open ended contract, in the case in which unforeseeable circumstances prevented the carrying out of the normal working hours, the employer has the possibility to recover the missed hours of work without extra-remuneration. In compliance with current legislation, such recovery of missed working hours will have to take place within 30 days from the event, with a maximum limit of 2 hours per day and 12 hours per week. Should the unforeseeable circumstances persist or re-occur making it impossible to accomplish the recovery of missed hours in the prescribed term, its accomplishment shall take place as soon as possible.

In firms where time recovery is in use, does not apply the norm of art. 8 law 8 august 1972, n. 457.

#### **Art. 41.... (Florovivaisti)**

#### **Art. 42**

#### **Equipment, tools, clothes**

The employer will provide the agricultural labourer with the tools necessary to the assigned duties.

The employer will also provide the worker with two sets of overalls per year.

The worker is responsible for the good upkeep of the tools, equipment, and generally of what he/she has received from the employer; he/she is responsible for loss and damages attributable to his/her negligence.

When, following local customs, tools are provided by the worker, this will receive an adequate compensation for the deterioration of the tools themselves, paid in measure of the days of effective usage of the tools.

#### **Art. 43**

#### **Organisation of work**

Keeping into account the dispositions contained in arts. 31, 32, 33 (hours of work, weekly rest, and holidays), in order to secure to workers employed with open-ended contracts the effective fruition of periods of rest, holidays and festivities, and to the firm productive continuity, working shifts will be agreed within the establishment and any relevant measure will be examined, included the possibility of integrating the work load on the firm's workforce. To the solution of the above-mentioned problems will contribute the Provincial Observatory, of which at art.6 of the present contract, with studies and proposals.

#### **Art. 44 .... (Florovivaisti)**

### **TITLE VI NORMS CONCERNING THE WORKERS' ECONOMIC TREATMENT**

#### **Art. 45**

#### **Retribution**

The retribution is made up of the following elements:

Contractual salary, defined in the present Provincial Contract of Work according to criteria contained in art. 28;

Payment in kind or corresponding value, for workers employed with open ended contracts, when these are paid out according to the contract or to custom;

Third element, for workers with fixed end contracts;

The third element is due to fixed-term workers as equivalent of the following institutes recognised to open-ended workers and calculated on the basis of 312

working days:

- national and intra-week festivities	5.45%
- holidays	8.33%
- 13 <sup>th</sup> monthly salary	8.33%
- 14 <sup>th</sup> monthly salary	8.33%
total	30.44%

The third element is calculated as a percentage of the contractual salary as defined in the present contract.

When a fixed-term employment is transformed in open-ended, as in art. 21, workers acquire the right to economic and normative treatment as envisaged by the present Contract for open-ended employment.

Therefore, from this moment the third element is no longer due.

The contractual salary defined in the present provincial Contract may be paid monthly, daily or hourly, depending on the type of employment.

The retribution is paid monthly and in arrear, by the 10<sup>th</sup> day of the successive month.

For the calculation of the various contractual economic institutes, the daily pay is calculated dividing the monthly pay by 26. The hourly pay is calculated dividing the monthly pay by 169.

**Salary increases**, from 01.09.2008 and from 01.01.2009 agricultural labourers are entitled to the following increases (see Annexes 9 and 10)

01.08.2008		
Area 1		Area 2
Level A1		Level B1
Level A2		Level B2
Level A3		Level B3
		Level B4
01.01.2009		
Area 1		Area 2
Level A1		Level B1
Level A2		Level B2
Level A3		Level B3
		Level B4

The possible increases in retribution defined by the National Contract in occasion of the fourth-year renewal, will apply, contemporarily and proportionally, to all professional levels defined in the present Provincial Contract, for each Area, on the basis of the relative parameters, as in art. 28.

Workers to whom the employers confers the title of 'Head' (*Capo*) are entitled to a

salary weighting equal to 8% of the basic pay and contingency.

In the case of labourers working in stables, if the parties agree that the worker will live on the premises, the employer will grant the free use of habitation and, if possible, of the vegetable garden and of the chicken run for family consumption.

#### Art. 45 bis

#### Contract of first employment and acquisition of professional experience

With the aim of increase and improve the occupation in the sector through the employment of young workers or of labourers without previous experience in the sector and with the aim of allowing firms to have employees with retribution adequate to the initial quality of the work carried out, the present article regulate the specific working relationship aimed to foster employment in agricultural firms, as in art. 1 of the present contract.

Such working relationship is disciplined according to the following norms:

#### Subjects

- 1) may be employed with the modalities listed in the present article, young people, up to the age of 32, who are interested in a stable employment in the agricultural sector;
- 2) dispensations from the above age limit are admitted only in special cases; in such cases, the written act dealt with in what follows, will have to be signed also by Trade Union organisations to which belong the employer and the employee.

#### Level attribution

The employment with entry salary has a maximum duration of 24 months when is effectively aimed to the introduction of the worker in Area 1; has a maximum duration of 15 months when is aimed to the introduction of the worker in Area 2.

In any case, the employment takes place through a written act, as in the annexed models (all.4 and 5), which must contain:

- date of beginning of working relationship;
- duties and level attribution to be achieved, according to art. 28 of the present Contract;
- economic treatment, as follows.

Employer and employee have the duty to make reference to the present type of contract and to send a copy to their own trade union organisation.

#### Economic and normative treatment

For employments aimed to Area 1, the worker will receive for the first 13 months the salary of Level B2 of Area 2, as in art. 28 of the present Contract, and for the remaining period, the salary of Level B1 of area 2.

For employments aimed to Area 2, the worker will receive for the entire period, the salary of Level B2 of Area 2.

The present typology of contracts may be used for employments finalized at level B2 of Area 2, in accordance with the envisaged economic treatment.

After the first 13 months (for employments finalised to Area 1) and the first 9 months (for employments finalised to Area 2), the worker obtain the right to the maintenance of the workplace after the expiry of the contract. Are excluded from this treatment, cases of justified dismissal (*licenziamento con giusta causa*). Before the end of the 13 or 9 months, the working relationship may be terminated by either parties at any time and without obligation to give notice.

At the end of the contract, the employee will be entitled to receive the regular salary, according to the level of acquisition, as from the CPL currently in force.

Service seniority has effect from the date of employment, also with regard to the maturing of seniority related periodical increases.

In relation to the normative treatment, apply the norms contained in the present contract, referred to Fixed-term Labourers. The contractual institutes of holidays, 13<sup>th</sup> and 14<sup>th</sup> monthly salary, the TFR and festivities are paid with the same modalities envisaged for OTI.

#### **Art. 46** **Ex-cost of living index**

In the contractual salaries and in areas' minimum wages, envisaged by art. 46, is contained the indemnity of contingency, as established by Law 26.2.1986, n.38 and by Law 13 July 1990, n. 191 and successive modifications and integrations. (*Accordo sul costo del lavoro*, 31.7.1992).

#### **Art. 47** **13<sup>th</sup> Monthly Salary**

Workers with open-ended contracts are entitled, at the end of each year, to receive a 13<sup>th</sup> monthly salary, equal to the ordinary global monthly retribution in force in the month of December.

In case of beginning or end of the working relationship during the year, the worker is entitled to as many twelfth of the amount of the 13<sup>th</sup> monthly salary as are the month of service carried out in the firm.

The fraction of month superior to 15 days is considered as a full month.

For workers with fixed-term contract, the 13<sup>th</sup> monthly salary is included in the percentage relative to the 3<sup>rd</sup> element envisaged in art. 46.

#### **Art. 48** **14<sup>th</sup> Monthly Salary**

Workers with open-ended contracts shall receive on the 30<sup>th</sup> of April of each year,

a 14<sup>th</sup> monthly salary, equal to the ordinary global monthly retribution in force on the date.

In case of beginning or end of the working relationship during the year, the worker is entitled to as many twelfth of the amount of the 14<sup>th</sup> monthly salary as are the month of service carried out in the firm.

The fraction of month superior to 15 days is considered as a full month.

For workers with fixed-term contract, the 14<sup>th</sup> monthly salary is included in the percentage relative to the 3<sup>rd</sup> element envisaged in art. 46.

#### **Art. 49** **Seniority of service**

From 1<sup>st</sup> February 1983, workers with open-ended contracts for each two years of seniority of service within the same firm, are entitled to a periodical rise of retribution equal to € 8.99 per month in the case of unskilled labourers, € 10.33 per month in the case of skilled labourers, € 10,85 per month in the case of skilled super labourers, € 11.36 per month in the case of specialised labourers and € 11,62 in the case of specialised super labourers.

Such amounts can be divided in fractions per hour and/or day, depending on the norms relative to retribution envisaged by the present contract.

Such periodical rises are established in the maximum number of 5 and mature from the first day of the month successive to the one in which the worker accomplish the two years of service.

In case of passage to a professional level with higher retribution, the worker will maintain the number of periodical rises already matured and will be entitled to their re-evaluation if the new professional level envisages a higher amount. In this case, the worker will be also entitled to further periodical seniority rises, up to a maximum of 5.

The amount of the rise is calculated at all effects in relation to the indemnities and contractual institutes.

It remains established the date of 11 November 1969, established by earlier collective contracts of employment, as the date relative to the introduction of the institute of periodical pay rise.

#### **Note**

Established the value in fixed amount of the seniority rises as in art. 50, in the phase

of first application of the present CCNL, the provincial employment contracts, in defining the classification of labourers, as for art. 28, will attribute to the identified professional profiles the corresponding values in relation to seniority.

#### **Art. 50** **Specific obligations between the parties**

Firms, in application of the norms contained in the present Contract, shall pay the workers in accordance to the competence matured, according to the following terms:

- basic pay and contingency: at each period of payment;
- extraordinary work: at each period of payment;
- festive work: at each period of payment;
- night work: at each period of payment;
- festivities: at the expiring of the current period of payment;
- 14<sup>th</sup> monthly salary: on the 30<sup>th</sup> of April of each year;
- 13<sup>th</sup> monthly salary: in coincidence of the Christmas festivities, and in any case no later than the 23<sup>rd</sup> of December;
- severance pay: at the end of the employment;
- for workers with fixed-term contracts: festivities, 13<sup>th</sup> and 14<sup>th</sup> monthly salary, are paid as 3<sup>rd</sup> element, as envisaged by art. 46;

Workers are expected to carry out their work with diligence and are not allowed to run activities competing with the firm for which they work, nor to divulge information relative to the organisation and productive methods of the firm, nor to use such information in a way likely to damage the firm itself.

Upon the worker's request, the employer or his/her representative shall pay to the worker up to 90% of the matured retribution.

Whatever the period of payment used, the payment must take place within 10 days from the expiry of the period of payment.

In reference to law 5 January 1953, n. 4 and successive modifications, is established the table of payment, according to which the employers will pay his/her employees.

Such table will be compliant or will contain all the elements included in the scheme annexed to the present contract (ann.6).

#### **Art. 51** **Repayment of expenses and transportation**

The worker must report at the beginning of working hours at the firm or at the place where work will be carried out, as previously indicated.

In the case the firm possess, besides the firm headquarters, other premises where machineries and equipments are kept and maintained, in respect of the organizational needs and of work, the workforce will be distributed amongst the different

premises, keeping into consideration also the most favourable distance from the worker's place of residence.

In cases in which the worker is requested to report for work in places other than his/her reference centre, a reimbursement will be provided, calculated per kilometre, on the basis of the longest distance between the habitation and the place of work.

The use of private means of transportation must be approved by the firm.

In case of use of private means requested by the employer, a repayment will take place per kilometre, equal to 1/5 of price of unleaded petrol for cars and 1/6 for motorcycles.

If at the beginning of each trimester the price of petrol has undergone variations greater than 5%, the above mentioned repayments will be corrected in proportion of 1/5 of the greater or smaller cost.

In alternative to the method listed above, the parties may also agree a flat rate as repayment.

Workers who, having been commanded to carry out their work outside the premises of the firm, are forced to take meals and sleep outside the usual place of work, are entitled to the repayment of expenses (travel, meals and accommodation), conditional to the presentation of receipts.

The time employed in travelling is considered at all effects as working hours.

#### **Note**

*In consideration of the intervened liberalization of prices of petrol, the parties agree that reference be made to the prices applied by the company Agip in their 'self service' premises.*

*The parties also agree to establish a €0,22 for cars and 0,19 for motorcycles as the measure for the 3<sup>rd</sup> trimester of 2004.*

#### **Art. 52** **Classification and retribution according to age**

In relation to age, the classification and retribution for workers is determined, for each category and qualification, as for art. 28, in the following way:

- over 16 years: 100%
- between 15 and 16: 90%

#### **Art. 53** **Piecework**

In case of piecework, which is to say with retribution proportional to the quantity of work produced independently from the duration of the labour and the time required, the determination of relative tariffs, to be agreed directly between the parties with written act, shall be calculated as to allow the worker to obtain a profit, besides the joint retribution of basic pay and indemnity of contingency, no lower than 15% of



the mentioned retribution.

When piecework takes place for periods of time longer than one week, the employer shall provide weekly accounts, on the basis of normal tariffs for the hours worked, equal to 90% of the retribution envisaged by the contract.

#### **Art. 56 Severance pay**

In any case of severance of the employment, the worker with open-ended contract is entitled to a severance pay, calculated by summing, for each year of service, an amount equal and in any case not superior to the retribution due for the same year divided by 13.5. The quote is proportionally reduced for the fractions of the year, counting as a whole month the fractions of month equal or above 15 days.

Such discipline is applied to employment relationships from 1<sup>st</sup> June 1982, which is from the coming into force of law 29 May 1982 n. 297, whose dispositions in relation to severance pay are here integrally recalled.

For the work carried out before the 1<sup>st</sup> of June 1982, the worker is entitled to an indemnity, proportional to the seniority of service matured within the same firm, according to the following criteria:

- a) from 1<sup>st</sup> February 1968: 12 days of the annual contractual retribution;
- b) from 1<sup>st</sup> February 1970: for each year of service:
  - a. 14 working days, to 3 years of seniority
  - b. 16 working days, between 3 and 6 years of seniority;
  - c. 18 working days, between 6 and 10 years of seniority;
  - d. 20 working days, over 10 years of seniority;
- c) from 9<sup>th</sup> August 1972: 18 working days, for each year of service; 20 working days for each year of service, for workers with more than 10 years of service;
- d) from 12<sup>th</sup> July 1974: 25 working days, for each year of service;
- e) from 16<sup>th</sup> August 1976: 26 working days for each year of service;

The retribution to be used as the basis for the determination of the indemnity of seniority is the last to which the worker is entitled (with the exclusion of the indemnity of contingency matured after 1.2.1977) at the date of the conclusion of the employment, weighted of the incidence of the 13<sup>th</sup> and 14<sup>th</sup> monthly salary (8.66+b.66).

The settlement of such indemnity must be calculated in twelfth, for the fractions of the year.

In case of death of the worker, the indemnities and the severance pay are due to those entitled, according to art.2122 of the Civil Code.

In case the deceased worked had benefited of a house for habitation, his/her family will keep the use of it (or of an equivalent one) and of its annexes for a period of 4 months from the date of the death.

In case the worked had a piece of land in cultivation, either in participation or as

sole beneficiary, his/her family is entitled to keep the use of the land until the harvesting of the cultivations.

The worker employed with fixed-term contract is entitled to a severance pay proportional to the work effectively carried out, equal to 8.63% of the national basic pay, of the indemnity of contingency and of the provincial salary.

Such measure must be highlighted in the payment table, according to the prospect agreed and must be paid to the worker in time and according to the modalities envisaged by the annexed Agreement.

The worker with fixed-term contract is also entitled to a severance pay according to the hours of non-ordinary work carried out on a non-occasional basis. In this case, the TFR will be calculated, limitedly to the above mentioned hours of work, in the measure of 10% of the national basic pay, of the contingency and of the provincial integrative salary.

In both the above mentioned cases, the TFR is not included in the calculation of the 3<sup>rd</sup> element.

### **TITLE VII INSURANCE-ASSISTANCE-HEALTH PROTECTION**

#### **Art. 55 Insurance and assistance**

For all the social insurances apply the legislative norms presently in force. The employer is obliged to pay the relevant contributions, according to law.

#### **Art. 56 National Complementary Insurance Fund (Fondo Nazionale di Previdenza Complementare)**

In order to secure to employed agricultural workers access to the supplementary insurance envisaged by d. lgs. 124/93 and successive modifications and integrations, as well as by art. 4 of d. lgs. 30 April 1998 n. 173, the parties agree to institute a voluntary complementary insurance Fund through the identification of instruments keeping into account the specific characters of the sector.

The contributions due to the Fund are constituted as follows:

- 1% charge of the employer, in proportion to the retribution used for the calculation of the TFR in the period of reference;
- 1% charge of the worker, in proportion to the retribution used for the calculation of the TFR in the period of reference;
- a proportion of the TFR equal to 2% of the retribution used for the calculation of the TFR matured in the period successive to the enrolment in the Fond for workers with fixed-end contracts already employed on 28<sup>th</sup> of April 1993;

- 100% of the TFR matured in the period of reference successive to the enrolment in the Fond for workers with open-ended contracts of first occupation successive to 28<sup>th</sup> of April 1993;
- 100% of the TFR matured in the period of reference successive to the enrolment in the Fund for workers with fixed-term contracts.

The worker, only in relation to his part of contribution may choose to pay a higher quote within the limits of fiscal deduction envisaged by the legislation in force, to be calculated on the basis of the retribution taken as basis for the determination of the TFR.

The payment of the contribution to the Fond must be done, starting from the date established in the constitutive agreement, by the employer according to the modalities that will be established by the parties and in any case for the period of reference, starting from the definitive approval of the Fund.

The parties agree to constitute, at the moment of the renewal of the present CCNL, a joint committee, which, having examined all the aspects inherent to the concrete realisation of the Fund, will prepare a specific project by 31.12.2002, which will then be submitted to the parties.

#### Commitment

The parties will endeavour immediately and jointly in the relevant seats to obtain in favour of agricultural firms and of all workers the full and effective deducibility of the costs sustained for the complementary insurance.

#### Commitment

The parties agree to devolve to the repayment of the expenses for the constitution and starting up of the Fund, as well as for its publicity among firms and workers, the amount of €2,58 – charged to employers – as a contribution *una tantum* to be paid within 60 days from the date of constitution of the Fund with the modalities which will be defined by the Committee.

### Art. 57

#### Illness and injury – agricultural labourers

The agricultural labourer with an open-ended contract, in case of illness or injury, is entitled to the maintenance of the place of work for a period of 180 days.

In case of work injury recognised by the INAIL, the maintenance of the place of work shall last until the recovery, and in any case shall not be longer than a period of 12 months from the accident.

After such period, persisting the condition of infirmity, there is a reciprocal right to

dissolve the employment relationship, following the payment of the severance pay, of the 13<sup>th</sup> and 14<sup>th</sup> monthly salaries, and of the indemnity substitutive of the paid holiday days matured until the date of the end of the relationship of employment.

While the place of work is maintained, the worker with open-ended contract continues to have the free use of the house, vegetable garden, chicken run and pigsty, according to the settlement existed at the moment of the injury or illness. If the agricultural labourer farms a piece of land, in participation or alone, he/she has the right to continue the farming until the time of the harvesting of the products growth at the moment of the injury or illness.

In case of need of emergency treatment or hospital admission, the firm shall provide free of charge the available means of transportation.

### Art.58 ..... (Florovivaisti)

#### Art. 59

#### Integration to the treatment of illness and work injuries

In order to integrate the assistance envisage by law for agricultural labourers in case of illness and injury, and to realise further forms and services of assistance, it is confirmed, for the period of validity of the present contract, the *Fondo Integrazione Indennita' Malattia Infortuni Agricoli e Assistenze Varie* (FIMIIV), already instituted from 1<sup>st</sup> February 1969.

Such Fund is constituted by a joint contribution of employers and workers.

Employers shall contribute to the payment of the global contribution, included that due by workers; employers have the right to recover the proportion payable by workers, at the moment of the payment of retributions.

The entity of the respective contributions, comprehensive of the quotes of contractual assistance, as in art. 83 CCNL, and the modalities of the collection and the supply of integrative indemnities in favour of those entitled, are established by trade union agreements.

#### Commitment

#### Duty (ex art 58) art.60 CCNL

Starting from 2005, firms are under contractual obligation to provide the FIMIIV by the 15<sup>th</sup> of March of each year, with the data on retributions relative to workers employed with open-ended contracts, and the number of days worked by employees with fixed-term contracts, in order to proceed to the preparation of the tariffs for the due contribution.

#### Commitment (ex art. 58) art. 60 CCNL

The parties, in front of the request of trade union organisations to reset the period of want, today present for the settling by the Fund of periods of illness, agree that in the present situation, persisting the conditions of uncertainty of the taxable basis, it

is possible to review this institute only partially. They commit themselves to pursue the right conditions in order to achieve to a total contribution by the agricultural firms and to the collection on a certain taxable basis: periodical meetings with public entities, and with INPS in particular, are envisaged for the achievement of the above stated aim.

#### **Art. 60 Redundancy Fund**

Workers employed with open-ended contracts are admitted to the Redundancy Fund, instituted by law 8 August 1972, n. 457, in cases envisaged by the law itself and by successive modifications.

To the workers who will benefit of the treatment of the Fund, the employer shall pay an integration to the indemnity, in the measure of 10% of the daily contractual salary relative to the relevant professional profile, in force since 1<sup>st</sup> February of the current year.

#### **Declaration**

The parties recognise that in the present state of the legislation in application of art. 8 of law n. 457 of 1972, the granting of the redundancy payment is envisaged for the workers with open-ended contracts who carry out during the individual contractual year more than 180 working days in the same firm.

#### **Art. 61 Advance of assistance allowances**

Starting from 1<sup>st</sup> January 1992, agricultural firms shall advance to workers with open-ended contracts the indemnities envisaged paid by insurance entities in relation to illness, injury and redundancy payment, on condition that the insurance entities shall be committed to pay such indemnities within a maximum period of 3 months. Agricultural labourers shall pay back the received sums within 5 days from having received the relevant cheques by the insurance entities, in accordance with the annexed declaration.

#### **Art. 62 Complementary Health Fund (*Fondo Integrativo Sanitario*)**

For the financing of the Complementary Health Fund, called FISLAF, created with CCNL, 5.3.87, is established a contribution to be charged to employers alone equal to €51,65 per year for workers employed with open-ended contracts and to €0,34 daily for fixed term employees. Such contribution will remain unchanged for the duration of the present CCNL.

The validity of the contribution is established as envisaged by the Protocollo d'Intesa, 7.11.95 subscribed at the Ministry of Labour, from 1<sup>st</sup> January 1996.

#### **Art. 63 Heavy and hazardous occupations**

According to art. 63 of the CCNL, are considered heavy and hazardous the following occupations, when carried out exclusively, systematically or as prevalent activities in the working day:

- occupations in marsh lands, for which the workers is forced to work in a standing position with the feet immerse in water;
- manual collection of stones;
- manual excavation of ditches;
- hoeing, digging, and usage of motorized hoe;
- usage of hedge trimmer and chainsaw;
- pruning and tying of new vineyards, and until the second year.

Such occupations may not be carried out for a period superior to 4 consecutive hours per working day. If such limits is passed, the worker is entitled to a weighting of 10% on each worked hour.

For the remaining hours, workers may be assigned to different occupations, without relevance for their professional qualification, as in art. 28 of the CPL and CCNL.

#### **Art. 64 Protection of workers' health**

Firms must provide workers assigned to hazardous occupations, with protective means, aimed to safeguard their health, in accordance with DPR 27 April 1955 n.547, DPR 19 March 1956 n. 303 and successive modifications, which establish the norms for the prevention of injuries at work as well as general norms of work hygiene.

Firms will check the perfect functionality and security of equipment provided to the workers and provide protective means for use of chemical substances.

It shall not be possible to request the carrying on of work, when there is evidence of situations of inefficiency likely to constitute a danger for the worker and until such situations will not be solved.

The employer or his/her representative is responsible for ensuring the compliance with safety regulations by individual workers, through the use of the protective means at their disposal.

The workers, on their side, shall observe, besides the norms established by law, the measures introduced by the firm towards individual and collective safety; they shall also report immediately to the employers or his/her representative possible deficiencies in safety and protective equipment; they shall not move or modify protective means and equipment without authorisation.

Firms will provide information to workers dealing with the manipulation and preparation of insecticides relative to the degree of danger and hazard of the product themselves.

Each firm shall be provided of first aid.

Occupations entailing the preparation and sprinkling of pesticides (defined as *fitto-farmacii* of 1<sup>st</sup> and 2<sup>nd</sup> class) are considered occupations with 'hazardous factors' and the daily working hours, without effect on retribution, is reduced of 2 hours and 20 minutes.

When the assignment to hazardous occupation does not concern the entire working day, the envisaged reduction in working hours shall be in proportion with the entity of the work carried out.

Firms, in order to safeguard the health and physical integrity of workers assigned to sprinkling, shall furnish them with mechanical means equipped with pressurized camera and/or other protective means, tested and sanctioned by entities responsible for work safety; in this case there will not be reduction in working hours. When firms employ more than one worker with the same qualification, for the execution of hazardous occupations a rotation between them throughout the day or throughout the productive cycle shall be put into place.

Workers employed in hazardous occupations are entitled to a paid permit of 4 hours per year to undergo a medical check up.

If the medical certification request further exams, the worker is entitled to further 4 hours of paid permit.

Similar non paid permits will be available to workers exposed to the influence of hazardous occupations.

The cost of possible tests not provided free of charge by public entities shall be covered by the FIMIIV; similarly, the worker exposed to hazardous occupation shall be entitled to an indemnity for missed pay by the FIMIIV to cover the hours of unpaid permit, for a maximum of 8 hours.

The worker will provide the FIMIIV and the firm with documentation of the visits undergone. It will be the responsibility of FIMIIV to provide to the adoption of the union and sanitary card, as in art. 67.

In case of initiative and interventions by centres of preventive medicine and other public technical and health entities, the FIMIIV shall stipulate ad hoc conventions with such entities for the financial cover of the interventions themselves, for the part not covered by public structures.

Similarly, in order to render effectively usable the norms for the protection of health and safety of agricultural labourers in the work place, in relation to the hazards deriving from chemical, physical, and biological agents, the FIMIIV shall stipulate conventions with public and private structures with the aim of conducting medical and instrumental tests and to provide formative activities for workers, for which the FIMIIV will take the cost.

In firms with more than 5 workers employed with open-ended contracts, the employer shall provide, wherever possible, a premise suitable to the consumption of meals, providing shelter from sudden weather changes, and suitable for rest in the break between the morning and afternoon shifts.

In firms with more than 10 workers employed with open-ended contracts, the employer shall provide, wherever possible, besides a premise with function similar to those stated above, the equipment necessary to the preparation and consumption of

meals, and toilettes.

The cleaning of such premises shall be the responsibility of the workers themselves.

In firms with more than 15 workers employed with open-ended contracts, may be created, where possible, changing rooms provided with sinks, showers and toilettes.

In firms employing more than 50 people with open-ended contracts, the employer will provide a canteen.

#### **Art. 64 bis Habitation**

The parties commit themselves to destine part of the firms' properties – if not used, fit for human habitation and in good conditions – to the workers free of charge, with the exception of running costs.

The parties commit themselves to sustain initiatives towards Entities and Public Institutions that seek to facilitate such aim.

Workers undertake to leave the habitations in the same state in which they found them and in the following terms:

- if the employment is terminated with a just cause (*giusta causa*), within 15 days from the termination;
- if the employment is terminated with a justified reason (*giustificato motivo*) or following employee's resignation, within the terms of envisaged or granted.

In case of the worker's death, the habitation will remain available to the family (spouse and children) for the successive 6 months.

#### **Art. 65 Union and sanitary card**

The provincial organisations of workers and employers shall adopt union and sanitary card equivalent to the model annexed to the present contract (ann.n.11), to which will conform those currently adopted at provincial level.

Such card shall be collected by the employers and by the worker from the respective unions.

#### **Art. 66 Drug addicts workers**

According to the TU of legislation related to the discipline of drugs and psychotropic substances, prevention, cure and rehabilitation of states of addiction, the agricultural worker employed with open-ended contract for whom is ascertained

the state of drug addiction and who intend to follow programs of therapy and rehabilitation within the sanitary services of ASL and other registered rehabilitation structures, has the right to have the place of work maintained for the time necessary to the rehabilitation, and in any case for a period no longer than 3 years.

The worker who intends to use such leave of absence must present to the employer the documentation relative to the certification of the state of drug addiction, issued by public services operating in the field of drug addiction and the relevant programme, as in art. 122 of the above mentioned TU.

The interested worker shall also present monthly the documents released by the structure where he/she is attending the therapy, attesting the effective prosecution of the programme itself.

The employment is automatically terminated whereas the worker voluntarily interrupts the therapy or fails to resume service within 7 days from the end of the therapy or from the expiring of the maximum period of leave.

Open-ended agricultural labourers with cohabiting relatives who are in a condition of drug addiction may make use, following a written request and compatibly with the needs of the firm, of a period of leave no longer than 4 months, also non-consecutive, in order to take part in the therapeutic programme of the relative, in the case in which the services for drug addiction certify the necessity of such participation.

During such periods of absence there shall not be retribution, and advancement in seniority will not take place.

In the realisation of the attainments disciplined in the present article, particular attention will be given to the protection of the privacy of the interested parties.

## TITLE VIII

### SOSPENSION, TERMINATION OF EMPLOYMENT, DISCIPLINARY MEASURES

#### Art. 69

#### Overtaking of the firm

The overtaking of the firms does not imply the termination of employment; the worker maintain all his entitlements toward the new employer, if he/she has not been liquidated by the previous owner.

#### Art. 70 Military service

Legislation currently in force apply.

#### Art. 71 Discipline of individual dismissal for agricultural labourers employed with open ended contracts

In the individual open-ended employment relationship dismissal can only take place with just cause or with justified motive, according to law 604/1966 and n.300/1970, as modified by law 11 may 1990 n.108.

##### A) JUST CAUSE

The dismissal with just cause, with immediate cessation of the employment without notice, is determined by the coming into being of events that do not allow the continuation, even temporary, of the employment, such as:

- unjustified absence for three consecutive days, without notification;
- prison sentences;
- recidivism in defects that had already caused disciplinary sanctions, as envisaged by the current contract;
- severe insubordination towards the employer or his/her direct representative;
- malicious damage to machineries, cultivations, or premises;
- stealing in the firm.

##### B) JUSTIFIED MOTIVE

The dismissal for justified motive is determined by a significant nonfulfilment of contractual obligations by the worker, which is to say, by reasons inherent to the productive activity and work organisation, such as:

- unjustified and repeated absences;
- substantial reduction of firm or breeding surface;
- radical modification of the organisation of the cultivation or of the firm's organisation;
- the cessation of the activity, caused by the expiring of the land lease;
- the entering of the firm into associated forms of management and service cooperatives;
- the increase of the employer's family, through the addition or the return to work of active working units, in relation to relatives up to second degree, even if not cohabiting.

Dismissal for justified motive must be communicated in accordance with the terms of notice as in art. 73 of the present contract.

In both cases, the dismissal must be communicated to the worker through a Recorded delivery (*Raccomandata A.R.*) and must contain the reasons which have

lead to the measure.

The worker who consider him or herself injured in his/her rights may refer to his/her union, which according to the modalities and procedures envisaged by art.85 will pursue an attempt to an amicable solution.

According to art. 4, comma 2 of law n. 108, 1990, the dispositions of the present article do not apply to workers entitled to old-age pension and possessing the necessary requirements, unless they opted for the continuation of employment, according to art. 6 of DL 22.12.1981 N. 791, converted with modifications by Law 26 February 1982, n. 54.

#### Art. 72

##### Resignation with just cause

The worker with open-ended contract may recede from the employment relationship, without notice, in case of a significant non-fulfilment of contractual obligations by the employer.

#### Art. 73

##### Notice of termination of employment

The termination of open-ended employment in case of dismissal without just cause and of resignation without just cause, must be preceded by advance notice, notified through recorded delivery (*raccomandata*).

The procedures for giving notice, from the date of reception of the communication, are established as follows:

- two months in case of dismissal;
- one month in case of resignation;

Failure to give notice in the above mentioned terms will result from either parties in a substitutive indemnity, equal to the amount of the retribution payable during the period of notice.

The same indemnity is due by the employer in case of termination of employment because of the death of the worker.

#### Art. 74

##### Disciplinary sanctions

Workers are dependent by the person responsible for conducting the firm, or his/her representative, and must diligently execute the work demanded.

Relationships among workers within the firm and between workers and the firm must be inspired to reciprocal respect, and such to secure normal discipline within the firm.

Any infraction to the work's discipline by workers results in sanctions, commensu-

rate to the gravity of the infraction:

- 1) *Written reprimand, without withholds*
- 2) *Withholds up to 2 hours from the salary:*
  - a. For absence and abandonment, suspension, early end or late start of work, without justified motive;
  - b. Negligence resulting in moderate damage to the firm, the livestock, the tools or the machineries;
  - c. Drunkenness at work.
- 3) *withhold of one day of work from the salary*, in case of recidivism and greater gravity in any of the defects mentioned above.

The employer, in applying the disciplinary sanctions must follow the dispositions established in art.7, law 20.05.1970 n.300.

The amount of withholds that do not constitute re-payment for damages, will be given to charity.

In case of controversies following the application of sanctions, an attempt at reconciliation will be pursued, in accordance to art.85.

## TITLE IX UNION RIGHTS

#### Art. 77

##### Firm delegate

In firms employing more than 5 agricultural labourers will be elected a delegate in each of the Unions having signed the present Contract.

In firms employing more than 75 agricultural labourers and in which have not been created RSU (see Protocollo, annexed n.9 – CCNL), will be elected a second delegate in each of the Unions having signed the present Contract.

Delegates will be elected by and among the workers occupied within the firm. From the date of their election start the union protection, as in art. 79 of the present Contract and as in L.300/70.

The duration of the employment of a fixed-terms worker elected as delegate shall not be modified.

The election will take place in the context of a joint assembly to which workers will take part, or in the context of separate assemblies, organised by each union.

The interested workers' Unions at provincial or territorial level, will communicate the names of delegates elected to the Organisation representing the employers (subscriber of the present contract), to the delegate themselves and for knowledge to the management. The delegates became official from the date in which the communication is delivered.

The provincial Organisations of employers, in turn, shall communicate to the re-

spective firms the names of the delegates elected.

The delegate has the following functions:

- a) to keep watch and intervene with the management for the exact application of CCL and of social legislation;
- b) to examine, together with the management, the measures suitable to prevent injuries and professional diseases and to pursue the adoption of adequate hygienic, sanitary and social conditions.

Declaration:

The Organisation of the employers represent the need that the election of the delegate is immediately communicated to the employer.

#### **Art. 79 Protection of the delegate**

The delegate cannot be dismissed or transferred from the firm in which has been elected, not can he/she receive economic sanction, in constancy of employment, for reasons related to his/her union activity.

During the employment period, disciplinary sanctions against the delegate cannot be executed without the previous examination and the agreement of the Union to which the delegate belongs and the Organisation to which the employer belongs.

Declaration

The parties recognise that the term transfer does not include the 'commands of service' (defined as *comandi di servizio*).

#### **Art. 80 Unitary Union Representatives**

The Unitary Union Representatives are disciplined by the *Protocollo di intesa* for the constitution of the RSU labourers, office workers, agricultural workers and workers of the floral sector, to be considered as an integral part of the present CCNL (see Annex n.9).

#### **Art. 81 Meetings within the firm**

Workers have a right to meet within the firm where they carry out their work outside the working hours and during working hours, up to a maximum of 13 hours per year, regularly paid.

Meetings are called, separately or jointly, by union representatives on matters of union and labour interest.

May take part in the meetings, following notice to the employer, external leaders of the Union that has constituted the union representation.

For firms in which RSU have been constituted, see relevant *Protocollo* (see annex 9).

#### **Art. 82 Union permits**

Workers who are members of national or provincial organs and delegates are entitled to paid permits necessary to the carrying out of the activities inherent to their functions.

Such permits will be equal to 11 hours per month for the workers members of union provincial, regional and national organs; permits may be cumulated within the maximum period of one trimester.

Delegates are entitled to 4 hours per month, and can be cumulated in a maximum period of four months.

The above mentioned union leaders are entitled to unpaid leave for at least 10 days per year, in order to participate to union negotiations, congresses, and conferences related to union and labour issues.

Workers intending to exercise the above mentioned right must give written communication to the employer 24 hours before in the case of paid permits and 3 days before in the case of unpaid leave; they will also try to avoid that the absence should coincide with the periods of greatest activity, or that more delegates from the same firm should leave at the same time.

Besides art. 77 and 78 relative to the communications of the names of the delegates, the workers members of leading national, regional, and provincial organisms must be notified in writing by the provincial Unions to the provincial Organisations of the employers, to the managers themselves and to the direction of the firm.

The rights listed in the present article are in force from the moment of the communication.

Provincial Organisations of employers, in turn, shall communicate to the respective firms the name of the indicated leaders.

Paid permits will not undergo variations in case of succession in the position.

For firms in which RSU have been constituted, see relevant Protocollo (see annex 9).

**Art. 83**  
**Contractual contribution**

Employers and workers shall pay in favour of their respective Union organisations, national and provincial, subscribers of the present contract and of the provincial contract, a contribution for any day of work.

Modality and entity of such contribution are determined by specific agreements.

The quote paid by the worker will be collected by the employer and by this paid, together with his/her own.

The salary tables must keep into account among the various withholding from the workers, also the contribution of contractual assistance paid for each effective working day.

**Art. 84**  
**Unions' quotes by proxy**

The Unions subscribers of the present contract have the right to receive, through withholding from the salary, the contributions that the workers wish to pay, with modalities guaranteeing the secrecy of the donation made by the worker to any Union.

Provincial Union organisation will agree the measure and modalities of contributions.

The parties subscribe the 'Agreement for the collection of union quotes by proxy', which constitutes an integral part of the present contract (annex n.7).

**TITLE X**  
**FINAL NORMS**

**Art. 85**  
**Individual controversies**

In case of controversy between employer and employee, depending on the application of laws, collective contract or in any case on the relationship of employment, when the parties themselves cannot reach an agreement directly, the individual controversy shall be sent to the respective territorial union organisations, which, within 15 days from the request, will try to compose the dispute.

If the controversy depends on the attribution of a professional profile in relation to the duties effectively carried out by the worker and on the non application (or erroneous application) of art. 28 of the present contract, the attempt to reach an amicable solution will be carried through with the assistance of two experts, nominated by the union organisations to which adhere and have conferred mandate the employer and the employee.

When the attempt to reach a reconciliation in relation to the recognition of a professional profile does not have a positive outcome, the Union organisations have the possibility to submit the controversy to the provincial Observatory, as in art. 6.

**Art. 86**  
**Collective controversies**

Within 15 days from the communication of one of the parties, the Organisation subscribers must intervene to examine and compose the collective controversies emerged in relation to the application or the interpretation of the law, the CCNL, and the provincial contracts of employment.

**Art. 87**  
**Conditions of better favour**

The norms contained in the present contract do not modify the conditions of better favour for workers, already envisaged by provincial contracts.

**Art. 88**  
**Provincial bargaining – agricultural labourers**

The present article foresees and disciplines the collective bargaining at provincial level, and establishes the context of its application.

This level of bargaining has the role and the functions attributed by what estab-



lished in art.2 of the present CCNL. Provincial bargaining can also treat matters for which in the present article is envisaged the possibility of such regulation, within the limits and according to the procedures of the specific norms of postponement contained in the following articles:

- Art. 6 – Observatories
- Art. 10 – Employment
- Art. 14 – Contracts of training and employment
- Art. 15 – Part-time employment
- Art. 16 – Contract of apprenticeship
- Art. 18 – Re-employment
- Art. 23 – Migrant workers
- Art. 28 – Classification
- Art. 31 – Working hours
- Art. 32 – Weekly periods of rest
- Art. 34 – Permits to attend courses of professional qualification
- Art. 36 – Permits for courses of adult education
- Art. 39 – Extraordinary, festive and night work
- Art. 41 – Interruptions and time recovery
- Art. 44 – Organisation of work
- Art. 46 – Retribution
- Art. 51 – Specific obligations between the parties
- Art. 52 – Repayment of expenses
- Art. 53 – Classification and retribution according to age
- Art. 54 – Piecework
- Art. 60 – Integration to the treatment of illness and work injuries
- Art. 65 – Heavy and hazardous occupations
- Art. 66 – Protection of workers' health
- Art. 74 – Disciplinary sanctions of agricultural labourers
- Art. 77 – Firm delegate
- Art. 84 – Unions' quote by proxy
- Art. 90 – Reform of the instruments of bilateral activities

The parties are engaged in respecting and promoting the respect of the present normative.

To this end the territorial and provincial organisations if the subscribing parties shall not promote actions or claims aimed to modify the structure of the bargaining levels envisaged by the present normative.

Provincial contracts expire at the end of the first two years of validity of the CCNL and stay in force for 4 years.

They must be cancelled through recorded delivery A/R at least 6 months before their expiry date. In case of missed cancellation, they shall be prolonged for a fur-

ther year and so on. The party having given notice of cancellation must inform the other party its proposals for the renewal at least 4 months before hand.

Negotiations must start within the two following months.

Apply to the renewal of the provincial contract the dispositions relative to the cooling down of conflict and to the indemnity of contractual holiday, as in art. 2.

#### **Art. 90**

##### **Reform of the instruments of bilateral activities**

###### *Commitments of the parties*

The parties, in order to guarantee an organic, extended and concrete application of the agreements contractually defined in matters of labour market, of mutualistic activities, of activities of assistance and of contractual service in favour of labourers employed in agriculture and in the floral industry, and in order to rationalise the existing managerial instruments and to develop bilateral relations, agree to establish, when stipulating the present contract, a joint bilateral committee with the remit of preparing by 31.12.2005 an organic proposal on the modalities of constitution and functioning of bilateral organs for the carrying out of the above mentioned duties.

To this end, the Committee will define a proposal for Statute and regulations and will respond to the proposal of restructuring the contribution at national level, although maintaining the quantities presently in force.

The committee so established will keep into account the indications of the national committee.

#### **Art. 90 bis** **Fimiav**

###### *Declaration:*

The parties shall meet again by 31.05.2009 in order to verify the need for a possible modification of the Regulations, especially with regard to the terms.

#### **Art. 91**

##### **Exclusivity of printing – archives contracts**

The present Contract conform to the original has been edited by the subscribing parties, which together hold its exclusivity in all effects of the law. It is forbidden the partial or full reproduction without previous authorization. In case of controversies, we remand to the original text, in possession of the subscribing organisations.

In accordance to what envisaged by the directives of the organization of the archive of collective bargaining, and in accordance with art. 11 of law n. 963/88,

the subscribing parties commit themselves to send to CNEL (Consiglio Nazionale dell'Economia e del Lavoro) archive of contracts, via David Lubin, 2, Rome, a copy of the present Contract. Furthermore, according to art.3, comma 2 of the d.l. n. 318, 14 June 1996, the present CCNL, will be sent to the local Direction of Labour and to insurance and assistance Entities.

On the basis of what stated above, any modification relative to the constitution of the parties or any extension of the present Contract, agreed with other Parties, different from the subscribing ones, cannot take place without the jointly expressed consensus of the contracting parties themselves.

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"Con il sudore della tua fronte, mangerai il pane  
finché tornerai alla terra donde sei stato tratto"  
(Genesi 3, 19)

"Il Lavoro allontana da noi tre grandi mali: la noia,  
il vizio e il bisogno" (Voltaire, Candido o  
l'Ottimismo...)

"Il Lavoro intellettuale strappa gli uomini alla  
Comunità umana; il Lavoro manuale invece,  
conduce l'uomo verso gli uomini" (Franz Kafka,  
'Conversazioni conGustav Janouch"...)

