

**SPECIFIC PART OF THE FOREIGN AIRLINES SECTION**

**FOR GROUND HANDLING STAFF**

**01 JANUARY 2014 - 31 DECEMBER 2016**

**FAIRO**

**FOREIGN AIRLINES INDUSTRIAL RELATIONS ORGANIZATION**

**On 6 May 2016**

**This Specific Section of the Air Transport Agreement has been signed**

**between**

**F.A.I.R.O. Foreign Airlines Industrial Relations Organization**

**Represented by:**

**Cristina Del Guerso**

**Giulio Berardi**

**&**

**The National Secretariats/Departments of:**

**FILT/CGIL represented by:**

**Antonino Cortorillo**

**Vincenzo Giorgio**

**FIT/CISL represented by:**

**Emiliano Fiorentino**

**Mauro Carletti**

**UILTRASPORTI represented by:**

**Marco Veneziani**

**Vittorio Truosolo**

**UGL TRASPORTO AEREO**

**Francesco Rocco Alfonsi**

**Fabio Paolucci**

## **INTRODUCTION**

**This agreement consists of two parts:**

- **GENERAL PART**
- **SPECIFIC PART**

**The economic and regulatory conditions established under this agreement replace completely and in full those previously in force for white-collar and blue-collar workers employed by the Airlines belonging to FAIRO indicated in the attached list.**

**This agreement is drawn up in Italian and in English, but it is agreed that in the event of disputes regarding its interpretation, reference will be made to the Italian text which prevails.**

## LIST OF MEMBER AIRLINES OF FAIRO

**AEGEAN AIRLINES**  
**AEROFLOT**  
**AEROLINEAS ARGENTINAS**  
**AIR ALGERIE**  
**AIR CANADA**  
**AIR FRANCE**  
**AIR INDIA**  
**AIR MAURITIUS**  
**AMERICAN AIRLINES/USAIR**  
**ALL NIPPON AIRWAYS**  
**AUSTRIAN AIRLINES**  
**BRITISH AIRWAYS**  
**CARGOLUX**  
**CATHAY PACIFIC AIRWAYS**  
**CHINA AIRLINES**  
**CHINA EASTERN**  
**CUBANA DE AVIACION**  
**DELTA AIRWAYS**  
**EGYPTAIR**  
**EL AL - Israel Airlines**  
**EMIRATES**  
**ETIHAD**  
**FINNAIR**  
**IAG CARGO**  
**IRAN AIR**  
**K L M – Royal Dutch Airlines**  
**KOREAN AIR**  
**KUWAIT AIRWAYS**  
**LOT Polish Airlines**  
**M E A - Middle East Airlines**  
**NIPPON CARGO AIRLINES**  
**P I A - Pakistan Intl Airlines**  
**QANTAS AIRWAYS**  
**QATAR AIRWAYS**  
**ROYAL AIR MAROC**  
**ROYAL JORDANIAN Airlines**  
**SABRE**  
**S A S - Scandinavian Airlines**  
**SAUDIA -Saudi Arabian Airlines**  
**SINGAPORE AIRLINES**  
**SN Brussels Airlines**  
**SWISS**  
**TAAG Angola Airlines**  
**TAAM Lineas Aereas S/A**  
**TAP - AIR PORTUGAL**  
**TUNIS AIR**  
**THY - TURKISH AIRLINES UAL/CONTINENTAL**

## SPECIFIC PART

### LABOUR MARKET:

- a) **Part-time contract – Application modalities**
- b) **Fixed-term contract – Additional rules**
- c) **Apprenticeship contract – Application modalities**
- d) **Staff leasing contract – Application modalities**
- e) **Social Clause – Application modalities**

<b>Art.1</b>	<b>Second-tier bargaining</b>
<b>Art.2</b>	<b>Rules safeguarding maternity/paternity and parental leave</b>
<b>Art.3</b>	<b>Right to study and student workers</b>
<b>Art.4</b>	<b>Recruitment and relevant documents</b>
<b>Art.5</b>	<b>Trial period</b>
<b>Art.6</b>	<b>Breakdown of personnel and job descriptions</b>
<b>Art.7</b>	<b>Changing duties</b>
<b>Art.8</b>	<b>Working hours</b>
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<b>Art.10</b>	<b>Cancelled feast days</b>
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<b>Art.12/bis</b>	<b>Union Rights (Union Withholdings)</b>
<b>Art.13</b>	<b>All-in monthly salaries</b>
<b>Art.14</b>	<b>Seniority increases</b>
<b>Art.15</b>	<b>13th and 14th monthly payments – sundry allowances - S.F.E.</b>
<b>Art.16</b>	<b>Supplementary Seniority Increase (S.S.I)</b>
<b>Art.16/bis</b>	<b>Separate Company Element (S.C.E.)</b>
<b>Art.17</b>	<b>Reimbursement of transport expenses</b>
<b>Art.18</b>	<b>Elements and calculation of the remuneration</b>
<b>Art.19</b>	<b>FAIRO Extra Allowance Over Basic Pay</b>
<b>Art.20</b>	<b>Holidays</b>
<b>Art.21</b>	<b>Missions</b>
<b>Art.22</b>	<b>Transfers</b>
<b>Art.23</b>	<b>Uniform and work clothes</b>
<b>Art.24</b>	<b>Illnesses</b>
<b>Art.25</b>	<b>Accidents at work and occupational illness</b>
<b>Art.25/bis</b>	<b>Accidents and Insurances</b>
<b>Art.26</b>	<b>Medical and Health Policy</b>
<b>Art.27</b>	<b>Drug and alcohol addiction</b>
<b>Art.28</b>	<b>Company rules and employees' obligations</b>
<b>Art.29</b>	<b>Disciplinary penalties</b>
<b>Art.30</b>	<b>Advance notice and resignation</b>
<b>Art.31</b>	<b>Severance indemnities</b>
<b>Art.32</b>	<b>Death of the worker</b>
<b>Art.33</b>	<b>More favourable conditions</b>
<b>Art.34</b>	<b>CADRES</b>
<b>Art.35</b>	<b>Start-date and duration</b>

## **A - Application modalities of the part-time Contract**

1. Part-time work, which is characterised by a reduced duration of the work rendered, is regulated by Legislative Decree no. 81 of 15 June 2015.
2. The establishment of the part-time employment must be specified in a written document, indicating:
  - the economic conditions, re-calculated on a proportional basis in relation to the quantity of work rendered;
  - the duration of the reduced work rendered, the modalities of this reduction, and the time span of the working hours based on the day, week, month and year;
  - flexible clauses, if any, and the procedures by which the work is rendered on the basis of such clauses, in the framework of the agreed system of working hours.
3. The part-time work contract may be adopted on a horizontal, vertical or mixed basis.
  - Horizontal part-time: the presence at work is for not less than 4, and not more than 6, hours a day; the daily limit may be exceeded, up to the contractual limit, provided that the average over the span of the complete cycle of the envisaged shift is not less than 20 hours a week.
  - Vertical part-time: the presence at work varies in the course of the year, and may even be limited to certain periods of the year, with a minimum limit of 100 working days a year and a maximum limit of 200 working days a year;
  - Mixed part-time: the presence at work varies in the course of the day and/or week and/or month and/or year, with a weekly duration of not less than 20 hours, and with a minimum limit of 660 hours a year and a maximum limit of 1200 hours a year.

The limits indicated in the preceding points may be modified, following agreements reached at company level with the competent regional/territorial structures of the union organisations stipulating this NCLA, on justified technical and business grounds.

4. If the airline wishes to proceed to recruit new personnel on a part-time basis, it must immediately inform its employees already working on a full-time basis who work at production units located in the same municipal area.

Depending on its corporate requirements, the airline will evaluate any requests to switch from full-time to part-time employment that may be submitted by employees already on the workforce, following the disclosure mentioned above.

In the course of the part-time employment, and following an agreement reached between the company and the worker, individual variations may be established

concerning the quantities of hours worked in the framework of the part-time employment.

5. Likewise, depending on their corporate requirements and without prejudice to the potestative and priority rights indicated in Art. 8 of Legislative Decree no. 81/2015, the airlines reserve the right to evaluate requests to switch full-time employment contracts to part-time and vice-versa.
6. The maximum percentage of part-time personnel may not exceed 40% of full-time personnel.
7. Supplementary work carried out by a worker on a part-time contract is held to be work carried out over and beyond the contractual working hours established by the parties, but within the limits of the weekly working hours established for full-time workers in Art. 8 below of the Specific Part.

The use of supplementary work, in the framework of horizontal or mixed part-time work contracts, is permitted for as many as 15 hours a week, if there are technical/organisational, business or substitution reasons for this.

The worker may refuse to carry out supplementary work, where justified, only on account of proven work, health, family or professional training requirements.

The hours of supplementary work will be paid on the basis of the following echelons and in relation to each week:

- with a 10% increase for the first four hours;
- with a 35% increase from the fifth to the tenth hour;
- with a 45% increase from the tenth hour onwards.

The payment will be made on a monthly basis and the calculation will be contained in the pay slip for the month after the month in question.

If there are other types of increases, the greater increases will absorb the lesser ones. Any work rendered over and beyond the daily hours applied for full-time personnel at each single company will be remunerated by the increases established under contract for overtime work.

The variation in the time span of the work rendered, i.e. relating to an increase in its duration, must be notified to the worker with two working days advance notice.

## **B - Additional rules regulating the fixed term Contract**

1. The recruitment may take place with a fixed term contract only in the cases, and within the limits, contemplated by Legislative Decree no. 81/2015. The application of the fixed term must be set out in the letter of recruitment in writing, on penalty of invalidity.
2. With the worker's consent, the fixed term contract may be extended, on condition that: the original contract has a duration of less than three years

for up to a maximum of 5 times in the space of 36 months, irrespective of the number of contracts, on the basis of the modalities established in Art. 19 of Legislative Decree no. 81/2015.

3. If the airline intends to proceed with new indefinite recruitments, in compliance with disclosure obligations it will inform the UOs, and the workers employed on a fixed term contract having the same job title, classification grade and duties.
4. The priority rights indicated in Art. 24 of Legislative Decree no. 81/2015, as indeed any other priority right that may be granted by law to workers recruited on a fixed term contract, may also be exercised in relation to vacant jobs concerning the same position (category, classification grade and job title) and the same duties exercised in the course of the fixed term employment. Furthermore, this is without prejudice to the broadest discretion on the part of the airline – in the framework of its organisational, technical and business requirements – in evaluating the possession of professional requisites and in its eventual concurrent choice between several workers having the same priority right.

The airlines will not commit any violation of the priority right in the event of recruitments made pursuant to Law no. 68/1999 (compulsory placement) or of workers being placed in mobility (Art. 8, paragraph 1, of Law no. 223/1991, as later amended and supplemented).

5. In accordance with Art. 23 of Legislative Decree no. 81/2005, the maximum permitted limit on recruiting workers on a fixed-term contract continues to be 20% in relation to the number of workers employed on an indefinite basis on the workforce as of 1<sup>st</sup> January of the year of recruitment.
6. With reference to the provisions of Art. 19 of Legislative Decree no. 81/2015, in view of the particular nature of the air transport sector, characterised by important seasonal variations and peak times of activity, the parties agree that the maximum period for carrying out equivalent duties in the framework of a succession of fixed term contracts between the same employer and the same worker, is a total period of 44 months, including extensions and renewals, after which the contract will be considered to be indefinite.
7. In the event of recruitments on an indefinite basis of workers who, in the same positions and with the same employers, have carried out work under fixed-term or staff leasing contracts, the periods accrued prior to the recruitment will be considered - for the certified time required in order to attain grade advancement - at a level of 50% of the actual time accrued.
8. The points regulated above will not apply if a period of time exceeding 12 months elapses between the end of a work contract pursuant to Legislative Decree no. 368/2001 or a staff leasing contract and the subsequent contract.

### **C - Application modalities of Apprenticeship Contracts**



1. With respect to the matters established in Art. 29 - Apprenticeship, of the General Part, a definition is provided below of the application modalities and economic conditions of the types of apprenticeship contemplated by Legislative Decree 81/2015.

The general rules that apply to all types of apprenticeship are set out below:

2. The recruitment under an apprenticeship contract, including on a staff leasing basis, whether full-time or part-time, must be in writing. This requisite is also required for the trial period, after which the employment may be terminated only for a just cause or justified reason;
3. The duration of the trial period may not exceed two months of effective presence at work;
4. Remuneration on a piece-work basis is prohibited;
5. The working hours of apprentices will be organised on the basis of the provisions of this agreement, depending on the company's normal organisational and business requirements;
6. The job titles that can be acquired are those envisaged in the categories grade 4 (Clerical worker second class) and grade 3 (Employee with responsibilities - first class) referred to in Art. 3 of the Specific Part of this agreement.
7. In the event of absence due to illness or accident, an apprentice who is not under the trial period is entitled to maintain the job for a total period of 180 days. This period of respite also applies in cases of several episodes of illness, irrespective of the duration of the single intervals.
8. Without prejudice to the period of respite, the possibility is envisaged of extending the duration of the apprenticeship for a period corresponding to the absence due to illness, injury or other cause of involuntary suspension of the employment, of over 30 days (to be calculated also as a sum of short periods), bearing in mind the effective impact of the absence on the implementation of the individual training plan. In such cases, the employer will notify the apprentice in writing, prior to expiry, of the absence-related deferment of the expiry of the period of apprenticeship.
9. At the end of the training period, which coincides with the end of the apprenticeship, the parties to the individual contract may withdraw, by giving an advance notice - in accordance with the provisions of Art. 2118 Civil Code - of 15 days. If there has been no cancellation in accordance with the aforesaid article, the contract will continue as an ordinary indefinite employment.
10. For apprentices who are confirmed on an indefinite basis, the applicable seniority - for the purposes of periodical seniority increases - is considered for a period equivalent to 50% of the entire duration of the period of apprenticeship at the same company.

11. In the event of an accident at work, the company will supplement the INAIL treatment at 100% of the remuneration indicated above, with effect from the 1<sup>st</sup> day and until its discontinuance, within the limits of the period of duration of the apprenticeship.
12. In the event of illness, the company will pay 66% of the remuneration indicated above until the 180<sup>th</sup> day, within the limits of the period of duration of the apprenticeship.
13. The right to recruit on an apprenticeship contract cannot be exercised by companies employing at least 50 employees, which prove not to have recruited on an indefinite basis at least 20% of the workers whose apprenticeship contract has already expired in the previous 24 months. To this end, account will not be taken of apprentices who have resigned, those dismissed on just grounds, those who have not accepted the indefinite employment proposal and those who at the end of their apprenticeship contract have not acquired the professional eligibility to carry out the duty covered by the apprenticeship. If the aforesaid percentage has not been observed, the recruitment of a further apprentice is permitted beyond those already confirmed or of one apprentice if none of the previous apprentices is confirmed.  
Furthermore, it is stressed that apprentices recruited in breach of the limits set out in this paragraph are treated as workers employed on an indefinite basis from the date on which the employment was set up.
14. Should the company proceed to recruit on an indefinite contract an apprentice who has successfully completed an apprenticeship, it will grant the aforesaid worker the job title and classification grade accrued in the course of carrying out the apprenticeship contract.
15. Without prejudice to the 6-month minimum duration of the contract - this limit does not apply to fixed-term apprenticeship contracts - the maximum duration of all types of apprenticeship contract may not exceed 36 months; this limit may be exceeded in the case of acquiring a regional four-year diploma - envisaged for the apprenticeship - for a job title or professional diploma for which a duration of 48 months is envisaged.
16. For all types of apprenticeship the figure of a company Tutor or contact is envisaged.  
This figure is to be singled out in the framework of experienced and professionally capable workers who can pass on skills. Therefore, the Tutor's functions may include teaching subjects covered by internal training, as well as functions monitoring the correct supply of training.
17. The Tutor's eligibility requisites, and the maximum number of apprentices to be allocated may be established - at the explicit indication of the parties stipulating this NCLA - at the level of territorial / company bargaining.
18. The apprentice's remuneration is calculated as a percentage of the remuneration that would be due to a non-apprentice employee of the same grade, as per the following diagram:

Up to 18 months    Up to 24 months    Up to 36 months

1 <sup>st</sup> six-month period	80%	80%	75%
2 <sup>nd</sup> six-month period	85%	85%	75%
3 <sup>rd</sup> six-month period	90%	90%	80%
4 <sup>th</sup> six-month period		95%	85%
5 <sup>th</sup> six-month period			90%
6 <sup>th</sup> six-month period			95%

In the event of an apprenticeship for acquiring professional skills started at another company - provided that it concerns the same duties and the interruption between the two work contracts is not more than 12 months - the duration of the new contract may be reduced by a corresponding period, up to a maximum of 50% of the maximum duration established as indicated above; the worker will arrange to provide the new employer with the due certification of acquired skills.

### **Formal Training and Individual Training Plan (I.T.P.)**

1. Formal training is held to be the training process aimed at acquiring basic, cross-curricular and technical/professional knowledge and competencies in the framework of which the apprenticeship takes place.

The formal training may be provided, either in whole or in part, within the company, in compliance with current rules and regulations.

The skills acquired during the period of apprenticeship will be registered in the training booklet in accordance with current rules and regulations.

2. The average annual hours of formal training are 120, split up as follows:
  - 35% of the annual hours account for training covering basic and cross-curricular contents;
  - 20% of the annual hours account for training covering the acquisition of professional skills in the sector;
  - 45% of the annual hours account for training covering the acquisition of specific professional skills.

3. For the apprenticeship contract to be activated, the presence of a tutor is required, who must have the following requisites:
  - a contractual classification grade equal to or higher than that which the apprentice can attain on completing the period of apprenticeship;
  - the provision of working activities that are coherent with those of the apprentice;
  - at least 2 (two) years working experience.

The tutor will contribute towards defining the ITP and certify the training itinerary by filling out the training monitoring form.

4. The Individual Training Plan defines the worker's training itinerary in accordance with the training profile inherent in the job title to be attained, and with the knowledge and capabilities he/she already has.

The ITP specifies the objectives and contents of the training and the procedures by which it is provided, along with the name of the tutor and his/her functions in the framework of the apprenticeship contract.

The I.T.P. may be modified in the course of the employment if the apprentice, enterprise and tutor all agree to this.

### **Apprenticeship of workers on mobility**

Within the meaning of Art. 47, paragraph 4, of Legislative Decree no. 85/2015, and for the purposes of professional training and retraining, it is possible to recruit workers entered on mobility lists as apprentices.

For these workers the age limit envisaged for the other types of apprenticeship does not apply.

Each year, the companies will provide the CUDs/UUDs of the UOs stipulating this NCLA quantitative figures on apprenticeship contracts

### **D - Application modalities of the staff Leasing contract**

1. The percentage of fixed term staff leasing contracts may not exceed, for each quarter, a level of 10% of indefinite contracts.  
At the company agreement level, higher percentages based on justified technical, business and organisational grounds may be established.
2. The use of fixed term staff leasing contracts is permitted for:
  - temporary increases in activity, even if this is due to reasons that are neither exceptional nor occasional, but which cannot be tackled with the normal staff;

- the execution of a work or service with a predetermined timeframe, even if neither exceptional nor occasional;
  - temporary utilisation in jobs envisaged in normal production layouts, but temporarily uncovered, for the period needed to procure the required personnel and, in any event, for not more than six months;
  - carrying out new and experimental activities for not more than six months, in cases where appropriate professional skills do not exist within the company;
  - non-programmable necessities inherent in the maintenance of equipment and/or aircraft and/or their restoration to a functional or safe state;
  - meeting/providing accounting, administrative or technical/procedural requirements or activities of an occasional nature which cannot be tackled with the staff on duty.
3. The airlines will inform the CUDs/UUDs in advance of the quantitative extent of the use of this type of contract and the reasons for doing so. Where there are justified reasons of urgency, this information must be provided within the following seven days.
  4. Each year, the association will inform the national, regional or territorial UOs belonging to the union associations that have stipulated this NCLA of the number of stipulated fixed term leasing contracts and the relevant reasons.
  5. Workers recruited on a fixed term leasing contract must receive a training that is sufficient and appropriate for the characteristics of the duty performed, in such a way as to avert risks inherent in the work.  
Furthermore, under the rules currently in force, they may benefit from canteen and transportation services, where available.

### **E - Social Clause - Application modalities**

With reference to Art. 25 of the General Part, Social Clause, quoted herein, the parties - in order to ensure that it is regulated in such a way as to take account of the particularities characterising the sector - intend to define the following regulatory text on the basis of a modality that is more specific and appropriate for the Fairo section.

The current liberalisation process underway in the market needs to be regulated and governed. Responsible liberalisation is the necessary prerequisite for opportunities to develop the system by improving the efficiency, safety and general quality of services.

In this framework, the contractual provision relating to the social clause, contained in the general part, aims to safeguard employment levels affecting one or more categories of ground handling services identified in Schedules A and B of Legislative Decree no. 18/99, and it also aims to avert the emergence of elements distorting free competition that lead to dumping among the operators themselves.

With a view to providing the air transport sector with instruments that can mitigate social effects inherent in the competitive process, it is necessary - as far as possible - to maintain employment levels, and a high standard of quality and safety in ground handling services, on the basis of a process that valorises the human resources involved in the redefinition of corporate missions and objectives.

In view of all this, the parties agree that the transfer of only the activities concerning one or more categories of ground handling services indicated in Schedules A and B of Legislative Decree no. 18/99 will give rise to the transfer of personnel, on a basis of numbers and modalities to be established in liaison with the UOs signing this NCLA. In this respect, the Companies concerned will notify the UOs signing this NCLA of the transfer of activities.

Within seven days, the UOs concerned may ask for a meeting so that they can acquire a better understanding of social effects for the personnel affected by the transfer of activities.

The procedure will have to be completed within not more than forty-five days - if needs be extendable with the parties' agreement - of the meeting request.

During this period, the Social Partners undertake to reach an agreement that satisfies the following requisites:

- On the basis of a transfer of activities indicated in Schedules A and B of Legislative Decree no. 18/99, that does not come within specific legal provisions, there will be a corresponding transfer of personnel.
- The transfer modalities and the number of employees will be agreed by the social partners.
- The agreement will also have to take account of the necessities of the organisational and professional structure of the successor company.

Any personnel not transferred to the successor company will be entitled to a right of priority in any recruitments carried out by it, for equivalent working positions, for a period of 150 days after the transfer of activities. In any case, the worker will forfeit the right of priority if he/she refuses the recruitment or does not sign the employment contract within seven days of the relevant proposal.

This Social Clause will have to be applied in any cases where a Company subject to this specific part of the NCLA transfers or acquires, whether in whole or in part, one of the activities mentioned in Schedules A-B of Legislative Decree no. 18/99.

In any case, as of now the parties agree that the transfer of personnel will take place on a basis of subjective and objective novation of the contract with simultaneous recruitment. Given that, essentially, the employment relationship is set up at the same time, there will be no trial period at the successor company and there will be no reciprocal advance notice obligation for the worker and the

transferor company. The regulatory and salary conditions of the specific part of the successor company will apply to the new employment contract.

This social clause - as defined in Art. 25 of the general part and with the application modalities defined above - will apply to the procedures that comprise a transfer of activities concerning one or more categories of ground handling services indicated in Schedules A and B of Legislative Decree no. 18/99, started as of a date subsequent to 06.05.2016.

## **ART. 1 SECOND-TIER COMPANY BARGAINING**

Second-tier company bargaining is alternative to the level of territorial bargaining.

Supplementing the provisions of Art. 2 of the General Part of the AIR TRANSPORT NCLA, it is envisaged that the following matters should be covered at the company level:

- Aspects of implementing working hours (e.g. shifts, flexibility in the work rendered and working time arrangements).
- Implementation of aspects concerning the types of contract.
- Classification.
- Local effects of significant labour/sector/company reorganisations, working environment for aspects specifically linked to particular sector/company situations.
- Working hours account - which it will be possible to set up and allocate to each employee, on the basis of criteria and modalities established at each Airline bearing in mind organisational requirements and in liaison with the UOs.
- Working environment/Medical visits (based on the national legal specification).
- Performance bonus.
- Patent certification allowance, or a recognition of another kind for workers who carry out aircraft maintenance (in the framework of the Parent Company's directives).
- Allowances not covered by the NCLA.

To ensure the effective and required dissemination of second-tier bargaining for the benefit of workers at companies that lack this instrument, the parties signing this agreement - in accordance with the agreed objectives - will jointly monitor and verify that airlines lacking company or second-tier bargaining adopt initiatives to ensure the uniform application of the elements laid down in the FAIRO NCLA, within 12 months of stipulating this agreement.

The cancellation of second-tier agreements will have to be submitted within the time limits envisaged therein.

Proposals for renewing the second-tier agreement, signed jointly with the UOs stipulating the national agreement, must be submitted to the company in time to make it possible to open the negotiation two months prior to its expiry; the company that has received the renewal proposals must respond within twenty days of receiving them.

During the two months after the date on which the renewal proposals are submitted and for the month following the expiry of the agreement - and in any case for periods of altogether three months after the date on which the renewal proposals are submitted - the parties will refrain from adopting unilateral initiatives and from proceeding with direct actions.

## **ART. 2 RULES SAFEGUARDING MATERNITY/PATERNITY AND PARENTAL LEAVE**



The current rules contained in Law no. 53/00 and in Legislative Decree no. 151/2001, including later changes and regulatory amendments, apply to maternity and to parental leave, and also to leave of absence.

As far as the modalities of applying the rules are concerned, it is agreed that the parties will soon meet in order to adopt them, in accordance with Legislative Decree no. 80/2015.

### **ART. 3 RIGHT TO STUDY AND STUDENT WORKERS**

This article should be held to be in substitution of the provisions of Art. 20 of the General Part of the AIR TRANSPORT NCLA.

#### **Right to study**

1. Employees recruited on an indefinite contract who intend to attend - at public or legally recognised establishments - study courses set up in accordance with legal provisions or in the framework of the rights assigned to such establishments by the education system, may enjoy, upon request, paid leave for up to a maximum of 150 hours every three years *per capita*, which may even be used in one year alone, provided that the course the worker intends to follow requires attendance for a number of hours equal to or greater than 300.
2. The workers concerned will have to submit a specific written application to company Management and, after this, the certificate of enrolment on the course and the monthly certificates of effective attendance, specifying the relevant hours.
3. Bearing in mind the right and the requests put forward by the workers, the company will establish objective criteria (including, *inter alia*, seniority of service, characteristics of the study courses, etc.) for identifying the beneficiaries of the leave, whilst safeguarding technical and operational requirements.

#### **Student workers**

For student workers, reference is made to Art. 10 of Law no. 300. The dispositions in question complete the provisions envisaged in matters of the right to study. University students will be granted up to a maximum of 50 hours paid leave a year, which is to be used solely for preparing the degree thesis, and an extra day for the degree examination.

### **ART. 4 RECRUITMENT AND RELEVANT DOCUMENTS**

1. Supplementing the provisions of Art. 33 of the General Part of the Air Transport Sector Agreement, Chapter IV - "The employer/employee relationship", it is established that the recruitment must be set out in a written document containing the following information:

- (a) the identity of the parties;
- (b) the start-date of the employment, and in the event of fixed term employment, the termination;
- (c) the description of the duties to be carried out;
- (d) the working hours;
- (e) the duration of annual holidays;
- (f) the terms of advance notice in case of withdrawal.

Likewise, at the time of the worker's recruitment, the airline will provide the employee with forms relating to his/her preference as to how the employment severance indemnities are to be allocated.

Prior to the worker's recruitment, at the airline's request, the worker must present the following documents:

- documents relating to social insurances for workers who dispose of them;
  - documents and declarations required in order to enforce social security and tax laws;
  - residence permit (for non-EU workers);
2. In the event of new recruitments and depending on their technical, business and organisational requirements, the airlines will evaluate the possibility of awarding the vacant post to an employee who so requests and who meets all the necessary requisites. In this context, the airline will have the broadest discretion in awarding the vacant post, even if it receives requests from several employees.

#### **Art. 5. TRIAL PERIOD**

1. The recruitment may be subject to a trial period of not more than:
- six months for employees in CADRES grade 1;
  - three months for employees in grades 2a, 2b, 3, 4, 6;
  - two months for employees in grades 5, 7, 8;
  - the trial period must be indicated in the letter of recruitment.
2. If the trial period is interrupted due to illness or injury, the worker will be allowed to complete the trial period if he/she is able to resume work within three months; after such time, if the worker has not resumed work, the Airline may terminate the employment.
3. During the trial period, all the rights and obligations existing between the parties under this contract will apply. However, the employment may be terminated at the initiative of either party at any time in the form of a written notification, without advance notice and with severance indemnities. The salary will only be paid for the period of work rendered.

4. If the employment is not terminated during the trial period, the worker will be confirmed in the post at the end of the trial and the period will be considered, for all purposes, in determining the seniority of service.

## **ART. 6 SUBDIVISION OF PERSONNEL AND JOB DESCRIPTIONS**

1. In the framework of the duties carried out, the personnel will be allocated to one of the following categories, which correspond to the grades of the single remuneration scale:

### **Grade**

<b>Q</b>	<b>CADRE</b>
<b>1</b>	<b>Executive class 1a</b>
<b>2a</b>	<b>Executive class 2a</b>
<b>2b</b>	<b>Executive class 3a</b>
<b>3</b>	<b>Employee with responsibilities class 1a/ Specialised Aeronautical Team Leader</b>
<b>4</b>	<b>Employee with responsibilities class 2a/ Specialised Aeronautical Operator</b>
<b>5</b>	<b>Specialised worker</b>
<b>6</b>	<b>Employee with responsibilities class 3a/ Qualified Aeronautical Operator</b>
<b>7</b>	<b>Clerical worker class 1a/Qualified Worker</b>
<b>8</b>	<b>Clerical worker class 2a/Regular Worker</b>

### **2. Job descriptions**

#### **a) CADRE/1S:**

This class includes employees with executive functions who carry out duties implying wide-ranging responsibility, extensive preparation and a very high level of professional knowledge and ability, who are in charge of important and complex organisational units and who perform roles or functions for which special responsibilities and delegated authorities are required so that they can fulfil essential corporate directives.

#### **b) grade 1:**

This class includes employees who are entrusted with duties of particular importance for the successful outcome of specific corporate services and such as to imply responsibility, extensive preparation, professional knowledge/ability, autonomy, initiative, discretion and freedom of assessment in implementing the directives issued by the Company.

#### **c) grade 2a:**

This class includes employees who carry out duties requiring significant professional skills and who have discretionary powers and initiative for the successful outcome of specific corporate activities in implementing the directives issued by their superiors.

d) grade 2b:

This class includes employees who carry out duties characterised by limited discretionary powers and/or responsibility for the successful outcome of lesser activities in the framework of specific directives issued by their direct superiors.

e) grade 3:

This class includes employees who, having adequate experience, professional ability and specific knowledge, carry out duties requiring wide-ranging initiative and autonomy in the framework of procedures concerning the activity of the sector to which they belong.

This includes workers who, in compliance with corporate procedures and for their own specialisation, coordinate the work of a team of specialised workers for whom they are responsible and who intervene directly, where necessary, in executing any particularly complex and/or difficult operations that may have emerged in the work carried out by the team's members.

f) grade 4:

This class includes employees who, having adequate experience and professional ability, carry out duties requiring autonomy or initiative in the framework of established procedures.

This includes aeronautical operators who - on the basis of a specialisation acquired following appropriate practical training and sound technical preparation or having a patent or diploma for the various activities – do all the work of a Qualified Aeronautical Operator, carrying out the tasks assigned to them in a workmanlike manner.

g) grade 5:

This class includes workers who - on the basis of a specialisation attained following appropriate practical training and sound technical preparation or having a patent or diploma for the various activities – do all the work of a qualified worker, carrying out the tasks assigned to them in a workmanlike manner.

h) grade 6:

This class includes employees who are not clerical workers and who, having appropriate experience and specific knowledge and professional skills, carry out duties requiring initiative in executing specific procedures.

This includes qualified workers who - after appropriate training and thorough theoretical and practical preparation – carry out in a workmanlike manner all the tasks assigned to them, which are usually closely associated with aeronautical activity.

i) grade 7:

This includes employees who carry out executive duties requiring a particular experience or office practice in executing detailed instructions typical of the category to which they belong.

He/she carries out any tasks for which a specific practical skill is required, which can be acquired with appropriate training.

l) grade 8:

This class includes employees who carry out duties requiring general preparation and office practice.

He/she carries out tasks for which a short period of training is sufficient or else special tasks and services for which a specific aptitude or knowledge is required and which can be acquired with a short training.

3. The classification of personnel will be handled at company level.

For the professional figures listed below:

- Specialised Aeronautical Operator
  - Airport – agency – bookings officer
  - Administrative/accounting/general services officer
  - Commercial services backup officer,
- the Parties agree to a final grade 3 certification.

Unless previously regulated by more favourable conditions at the local level, the relevant certification timeframe will be as follows:

- entry grade 6
- after not more than 15 months, grade 4 certification
- after not more than 21 months, grade 3 certification.

## **ART. 7 CHANGE OF DUTIES**

1. This subject-matter is covered by Art. 13 of Law no. 300 of 20-5-1970.
2. Without prejudice to safeguarding classification grades and employment levels, it is agreed that workers may be moved within the same area of work and/or to different areas for professionally homogeneous activities having a temporary duration, due either to absences of the workers responsible and/or to sudden technical/operational requirements to be examined at the company level with the CUDs.

## **ART. 8 WORKING HOURS**

1. The normal duration of working hours is 37 hours and 30 minutes a week, spread over five days. The working hours are established by the management offices.
2. The rules of Legislative Decree no. 66/2003, as later amended, will apply to the working hours, as modified and supplemented by this agreement.
3. The average duration of the working hours, including hours of overtime work, calculated over a reference period of six months, may not exceed 48 hours a week.  
For the purposes of calculating the average mentioned above, any periods of holiday, illness or other period of justified absence will not be taken into consideration. The hours of overtime, in respect of which the worker has

benefitted from compensatory periods of rest during the same time span, are likewise excluded from the calculation of the average.

4. The hours requested and worked over and beyond the 37 hours and 30 minutes a week will be remunerated at a level equal to that envisaged for overtime work in the current NCLA.  
Two or more continuous working shifts may be set up, with a 30-minute interruption for the lunch break; this may be extended up to a maximum of 60 minutes after talks at the company level with the UOs signing this agreement.
5. The airlines will establish the working hours on the basis of monthly shifts which meet their specific technical and operational requirements. It should be specified that the shifts are alternating in cases where there is a transfer of duties from the workers operating in the previous shift to those operating in the next shift.
6. Night work, whether on a shift or an overtime basis, cannot be interrupted but must be continuous.
7. In accordance with Art. 9 of Legislative Decree no. 66/03, the employee is entitled every seven days to a period of rest of not less than 24 consecutive hours, to be added to twelve hours of daily rest, which usually fall on a Sunday. This is without prejudice to the provisions established for shift-workers.
8. For shift-work personnel, if in the course of a calendar week both the rest days fall on days other than Sunday, the second day will be treated, for all contractual and legal purposes, as a compensatory day of rest (replacing Sunday).
9. Correspondingly, if the shift assigned includes the day of Sunday the shift-worker is entitled to 10% extra remuneration for the hours of work carried out on a Sunday based on normal working hours.
10. Should one or both days, i.e. the weekly day of rest and the non-working weekday day of rest, coincide with a feast day, the worker is entitled to receive – in addition to his/her normal monthly remuneration – an equal number of days remunerated 100%. Furthermore, as an exception to the above, office personnel working on alternating shifts may receive, in place of payment, an extra day of rest, following an agreement with management.
11. Personnel employed on an indefinite contract and full-time, who operate on alternating daytime shifts of more than 16 hours, will be granted an extra day of rest per calendar year.
12. For shift-work personnel, in view of the need to ensure the continuity of operating services, in critical situations there may be a derogation of the provisions of Arts. 7 and 8 of Legislative Decree no. 66/03. This matter will be monitored following an agreement with the UOs at the local level.

## **Art. 9 FEAST DAYS AND WEEKLY DAY OF REST**

1. For the purposes of this agreement, the following days are considered to be feast days:
  - all Sundays;
  - 1 January;
  - 6 January;
  - Easter Monday;
  - 25 April;
  - 1 May;
  - 2 June;
  - 29 June (only for the Municipality of Rome);
  - 15 August;
  - 1 November;
  - 8 December;
  - 10 December;
  - 25 December;
  - 26 December.
2. Mid-week feast days will be paid together with the salary for the month after the month in question.
3. If a feast-day falls during a period of holidays, the day in question is not treated as holiday, and there is no right to any increase or additional remuneration.

## **ART. 10 CANCELLED FEAST DAYS (SEE NOTE AT END OF ARTICLE)**

1. The treatment covering the feast days referred to in Law no. 54 of 5 March 1977, as later amended (19 March, Ascension, Corpus Domini, 29 June – apart from the Municipality of Rome - and 4 November) is as follows.
2. Work carried out during the former feast days will be paid normally with the increase envisaged for work carried out during feast days (see Art. 8.4).
3. If a former feast day falls on the two days of rest (weekly or midweek), the employee will receive an additional remuneration of an amount equal to the daily pay.
4. As an alternative to the salary conditions indicated in points 7.2 and 7.3 above and depending on the Airline's technical and operational requirements, the employee may ask for up to five days a year of compensatory paid rest (four days for employees working in the Municipality of Rome). The request must be submitted, on penalty of forfeiture, within the month in which the former feast day falls.

5. In accordance with the Airline's service requirements, the compensatory days of rest indicated in point 4 above may be taken together with the annual holidays.
6. If a cancelled feast day falls during a period of holidays, the day in question will not be treated as holiday, and any increases or additional remuneration are excluded.
7. The former feast days will be paid together with the salary for the month after the month in question.

Note placed on record

The Parties agree that any changes to the set of rules established by law will be automatically incorporated in these provisions.

### **ART. 11 OVERTIME DAYTIME, FEAST DAY AND NIGHT WORK**

1. The Airline may ask employees to work overtime, i.e. work that exceeds the limits of the normal working hours referred to in Art. 5.1.
2. Overtime feast day work is work carried out on the day reserved for the weekly rest (which usually falls on a Sunday), or on a feast day.  
It should be explained that for the purposes of this article, Sundays, or, for shift-workers, the second day dedicated to weekly rest, are feast days, whereas Saturdays or the first day of weekly rest enjoyed by employees following the subdivision of weekly working hours into five days instead of six, will continue to be midweek working days.
3. Overtime night work is held to be work carried out between 8 pm and 8 am the following day.
4. The following increases are due for daytime, feast day and night overtime work:
  - overtime daytime work 40%
  - overtime feast day work 55%
  - overtime night work 55%
5. Overtime work carried out on the first day of weekly rest (so-called midweek) - i.e. overtime work arising as a result of distributing working hours over five days a week - is paid with the increase envisaged for overtime daytime work.  
However, if this day happens to coincide with a midweek feast day, the employee will be entitled to receive the increase envisaged for overtime feast day work or else ask for a day's compensatory rest.
6. The increase percentages referred to above cannot be added together, which means that the greater increase will absorb the lesser one.



7. An employee who performs working duties on the basis of regular periodical shifts, is, during the overnight period, entitled to a 60% increase for the working hours provided during such period.
8. Overtime daytime, feast day and night work must be exceptional. It may not be considered in normal working hours, nor may it follow on without interruption. Furthermore, the airline must ask the employee to do such work at least one hour before his/her hours of duty come to an end.
9. Without prejudice to justified reasons of impediment, the employee cannot refuse to carry out overtime daytime, feast day or night work.
10. If the employee is asked to provide overtime night or feast day work after he/she has left his/her place of work and completed the hours of duty, a remuneration of four hours overtime night or feast day work is due, even if the work rendered is of a lesser duration. A similar treatment will also be granted for overtime daytime work for the benefit of employees operating in airports. The minimum amount indicated above will be increased to five hours if the requested overtime starts after midnight, provided that the employee is asked to return to duty after leaving his/her place of work and unless it is a question of bringing forward the working hours, in which case the hours actually worked will be treated as overtime night work.
11. The remuneration due for overtime work will be paid with the salary for the month following the month in question.
12. As an alternative to the economic treatment for overtime work, the employee may benefit from compensatory days of rest. To this end, in the framework of company bargaining and following an agreement with the UOs, a working hours account may be set up and regulated, which will take account of the various increase percentages.

## **ART. 12 UNION RIGHTS (UNION PREROGATIVES)**

1. To fulfil their mandate, CUD/UUD members are entitled, at company level, to leave, in accordance with the provisions of Arts. 23 and 24 of Law no. 300/70, while appropriate solutions are to be ensured in respect of maintaining any more favourable conditions that have been agreed. Leave requests must be made to company management at least 24 hours in advance and will be granted in accordance with technical and corporate requirements.
2. In addition to the union leave referred to in Arts. 23 and 24 of Law no. 300/70, the Company may grant unpaid leave – after receiving reasonable advance notice from the UOs and depending on technical, organisational and business requirements - in order to participate in union training courses not exceeding 15 days a year.
3. In accordance with the provisions of Art. 30 of Law no. 300/700, workers who are members of the national and regional/territorial executive organs of the

stipulating UOs, will be granted paid leave so that they can carry out their duties.

4. The aforementioned duties and positions, and the relevant variations, must be notified in writing by the stipulating UOs both to the respective companies and also to the trade association.
5. The provisions contained in Arts. 31 and 32 of Law no. 300/70, as later amended, will apply to workers appointed to publicly elected functions or to provincial and national union positions.
6. At Companies which have from 16 to 99 employees, the number of hours of union leave indicated in Art. 23 of Law 300/70 will be increased by 15 hours per calendar year; these hours are to be used only once the time established in the aforesaid law has run out. Any more favourable conditions will remain unchanged, where they exist.
7. The economic treatment due to the employee on benefitting from paid union leave is equal to that which would have been granted if he/she had actually been on duty.

#### **ART. 12/BIS UNION RIGHTS (UNION WITHHOLDINGS)**

1. With effect from the date on which the specific section is signed, the enterprises will arrange to withhold the union membership contribution deduction for the benefit of the organisations signing the NCLA, at a rate of 1% of the all-in pay and over fourteen monthly payments, in accordance with the power of attorney issued by the worker.
2. The payment procedures and timeframe to be observed by the enterprise will be notified by the respective Federations signing this NCLA.
3. The special lists of members of the Federations will be sent to the companies, in compliance with Legislative Decree no. 196/03, following the procedures currently in force.

#### **ART. 13 All-in Monthly Salaries**

With effect from 01/10/2015 the minimum tabular salary and the cost-of-living allowance are combined in a single item defined as all-in monthly Salary.

Provided below are the minimum monthly salary and the cost-of-living allowance in force as of 01/01/2012 and the new all-in monthly salaries for the years thereafter.

**Salaries in force as of 01/01/2012****Cost-of-living allowance (frozen as of 31.12.1992)**

<b>Q</b>	<b>1.417,72</b>	<b>536,87</b>
<b>1</b>	<b>1.324.39</b>	<b>533,28</b>
<b>2a</b>	<b>1.245.48</b>	<b>530,22</b>
<b>2b</b>	<b>1.176,46</b>	<b>527,52</b>
<b>3</b>	<b>1.104,21</b>	<b>524,52</b>
<b>4</b>	<b>1.043,01</b>	<b>522,31</b>
<b>5</b>	<b>999,54</b>	<b>520,51</b>
<b>6</b>	<b>958.56</b>	<b>518,89</b>
<b>7</b>	<b>892,87</b>	<b>516,37</b>
<b>8</b>	<b>891.65</b>	<b>514.04</b>

From 01/10/2015, and with the following start-dates, the new all-in (basic + cost-of-living allowance) monthly salaries will be:

	<u>as of 30-9-2015</u>	<u>as of 01-10-2015</u>	<u>as of 01-01-2016</u>
<b>CADRE</b>	<b>1.954,59</b>	<b>2.025,08</b>	<b>2.095,62</b>
<b>1</b>	<b>1.857,67</b>	<b>1.924,52</b>	<b>1.991,40</b>
<b>2°</b>	<b>1.775,70</b>	<b>1.839,50</b>	<b>1.903,33</b>
<b>2b</b>	<b>1.703,98</b>	<b>1.765,15</b>	<b>1.826,35</b>
<b>3</b>	<b>1.628,73</b>	<b>1.687,22</b>	<b>1.745,75</b>
<b>4</b>	<b>1.565,32</b>	<b>1.621,54</b>	<b>1.677,80</b>
<b>5</b>	<b>1.520,05</b>	<b>1.574,63</b>	<b>1.629,24</b>
<b>6</b>	<b>1.477,45</b>	<b>1.530,49</b>	<b>1.583,56</b>
<b>7</b>	<b>1.409,24</b>	<b>1.459,70</b>	<b>1.510,19</b>
<b>8</b>	<b>1.405,69</b>	<b>1.456,03</b>	<b>1.506,40</b>

**ART. 14 SENIORITY INCREASES**

1. With effect from 01/09/1987, the monthly amount of the biennial seniority increases is set as follows:

<b>Grade</b>	
<b>Q</b>	<b>37,29</b>
<b>1</b>	<b>34,45</b>
<b>2a</b>	<b>32,18</b>
<b>2b</b>	<b>30,47</b>
<b>3</b>	<b>29,33</b>
<b>4</b>	<b>27,42</b>
<b>5</b>	<b>26,65</b>
<b>6</b>	<b>25,31</b>
<b>7</b>	<b>24,22</b>
<b>8</b>	<b>22,67</b>

2. For employees recruited from 01/05/1996 onwards, the maximum number of biennial accruable seniority increases is set at 7 (seven), from the date of recruitment. For personnel recruited prior to 01/05/1996, the seniority increases will no longer accrue after the 13<sup>th</sup> biennium of service since the date of recruitment.

**ART. 15 THIRTEENTH AND FOURTEENTH MONTHLY PAYMENTS, SUNDRY ALLOWANCES, S.F.E.**

1. The employee is entitled to a thirteenth and a fourteenth monthly payment, equal to a month's remuneration, the payment of which will be made respectively in December (during the days preceding Christmas) for the thirteenth monthly payment, and in June, for the fourteenth monthly payment.
2. If the employment starts or comes to an end in the course of the year, the thirteenth and fourteenth monthly payments will be paid at a level equal to the number of twelfth parts of the monthly remuneration corresponding to the months of service rendered by the employee in the course of the relevant calendar year. In this respect, a fraction of a month equal to or exceeding 15 days will be considered as an entire month, whereas a fraction of a month of less than 15 days will be disregarded.
3. Without prejudice to other more favourable agreements reached at company level, the employee will be entitled to receive a Refreshment Expenses Contribution-REC of € 9.70, as of 01 July 2015, for each day of effective presence on duty.  
The aforesaid economic treatment will apply when it comes to calculating the ESI, but it cannot be added to the benefits envisaged for personnel on transfer and/or mission and will not produce any effects on the calculation of the thirteenth and fourteenth monthly payments, overtime and feast days.  
The REC will be annually updated, with effect from 1 July each year, in accordance with changes in consumer prices for families of white-collar and blue-collar workers.
4. For each day of effective presence at the place of work, the Airline will pay the employee a daily allowance of € 4.10.
5. Employees having the qualification and duties of cashier are entitled to receive a cash handling allowance at a level of 10% of the all-in monthly salary of the category to which they belong.
6. Employees who work on alternating shifts are entitled to receive a shift allowance of € 1.00 for each day of effective presence on duty.
7. Employees who provide their working services at the airport are entitled to receive an airport work inconvenience allowance of € 0.52 for each day of effective presence on duty.

This allowance replaces the field allowance.

## 8. SFE

With effect from 1-1-1996, the value of the Separate Fairo Element (S.F.E.) to be paid is as follows:

Grade	
Q	326,95
1	322,06
2°	317,91
2b	314,24
3	288,13
4	284,95
5	282,50
6	280,94
7	248,45
8	248,45

The aforesaid figures (apart from the initial amount of € 22.59) will only be paid for the days of effective presence and also for days of absence caused by an accident at work, hospitalisation or convalescence following hospitalisation without interruptions, serious pathologies, union leave and holidays.

The sums not paid to absent workers will be paid by the company into a special fund, which will be managed and used solely for social or welfare purposes for the benefit of the employees, with the agreement of the UOs.

When effectively disbursed, the SFE will be determined according to the criteria that currently apply to the salary components that have contributed towards it. It will be paid, following the procedures currently envisaged, only to personnel on the workforce on an indefinite contract until the date of 30/09/2000.

For personnel recruited after 30/09/2000, with effect from 01/10/2004 the previous "FAIRO premium" will be progressively reconstructed on an annual basis and for an annual amount corresponding to 12.50% of the sum currently disbursed at the same grade.

This provision will come into effect only two years after the event, at any companies that may have carried into effect collective personnel reductions involving dismissals.

With effect from 09/12/2004, for all newly recruited employees the SFE will be paid after they have completed 24 months of service, in five tranches falling due annually, based on the date of recruitment, at a rate of 20% of the amounts indicated in the table of Art. 11.8 of the FAIRO NCLA at the same grade.

The Parties signing this renewal of the NCLA agree that the dynamics of progression of the S.F.E. contract arrangement is frozen for twelve months from 1 July 2010.

**With effect from 30/09/2015 the S.F.E salary element is superseded and made a part of the new S.C.E. salary item.**

**The new breakdown is provided in Art. 16/bis.**

### **ART. 16 Supplementary seniority element (S.S.E.)**

1. The supplementary seniority element (S.S.E.) will start to accrue, for newly recruited employees on an indefinite contract, after 24 months of service.
2. This element is equal to 7% of the monthly remuneration, as defined in Art. 15.1, but not including the cost-of-living allowance, and is paid for 13 monthly payments, in accordance with current rules and without prejudice to any more favourable conditions existing at individual airlines.
3. The SUPPLEMENTARY SENIORITY ELEMENT will be paid once a year, together with the salary for the month of September. It will be subject to legal contributions and withholdings. It will not be a part of the remuneration, but will be included in calculating the E.S.I. (Employment Severance Indemnities).  
In the event of termination of the employment, the worker will be entitled to receive amounts corresponding to the accrued S.S.E. that have not yet been paid.

**With effect from 30/09/2015 the S.S.E salary element is superseded and made a part of the new S.C.E. salary item.  
The new breakdown is provided in Art. 16/bis.**

#### **ART. 16/BIS SEPARATE COMPANY ELEMENT (SCE)**

The SCE is paid on a monthly basis and it will not affect the calculation of the thirteenth and fourteenth monthly payments and the hourly increases.

- **For Personnel on Duty with at least 7 seniority increases:**

The amounts corresponding to the total amount accrued as of 30.09.2015 by way of SSE and SFE are frozen and included in a single "SCE" (Separate Company Element), which will be paid on a monthly basis and at a figure identical to that received today.

- **For Personnel on Duty with less than 7 seniority increases:**

Those who have reached full accrual of the SFE:

will receive an "SCE" (Separate Company Element) based on amounts already accrued as "SSE", to which the further amount of € 1.50 (to be rescaled for PTs) will be added for each seniority increase yet to accrue, up to a maximum of 7 increases.

To this amount, the amounts accrued by way of SFE will be added.

The SCE will be paid on a monthly basis at a figure identical to that received today.

Those who have not reached full accrual of the SFE:

will receive an "SCE" (Separate Company Element) based on amounts already accrued as "SSE", to which the further amount of € 1.50 (to be rescaled for PTs) will be added for each seniority increase yet to accrue, up to a maximum of 7 increases. The SFE will continue to be paid as a separate item until full accrual, in accordance with the progression dynamics

contemplated in the previous NCLA in 2010. On full accrual, the corresponding amount will be included in the SCE.

The SCE will be paid on a monthly basis at a figure identical to that received today.

Those who, as of the date of this Agreement, have less than 2 years of duty: will receive, on completing the twenty-fourth month of duty, an “SCE” (Separate Company Element) based on amounts that will accrue by way of “SSE”, in accordance with the modalities of Art. 12 (former Art. 14 of the 2010 NCLA). The SFE will be paid as a separate item until it has accrued in full, in accordance with the progression dynamics contemplated by the 2010 NCLA. Once the full accrual has been reached, the corresponding amount will be included in the SCE.

The SCE will be paid on a monthly basis.

- **For personnel to be recruited:**

Any employees who are recruited after this agreement is stipulated will be granted an “SCE” (Separate Company Element) equivalent to € 180 per month, to be paid after completing 3 entire years of active duty.

## **ART. 17 REIMBURSEMENT OF TRANSPORT EXPENSES**

1. Personnel operating at city offices will be paid the equivalent of the monthly subscription to public surface transport for the entire urban network.

It should be explained that, if in future it were not possible to separate the public surface transport subscription from the underground subscription, the single all-in subscription will be granted.

Personnel operating at airports will, for the daytime period, be paid the equivalent of the monthly outer-city public transport subscription, and the equivalent of the monthly public surface transport subscription for the entire urban network, this being without prejudice to any more favourable conditions that have been granted. As far as the night shift is concerned, solutions will be agreed at the company level bearing in mind operating requirements.

2. As from the date on which this agreement is stipulated, the above provisions will not apply to any employees who have the benefit of a company car with dual-purpose usage.

## **ART. 18 ELEMENTS AND CALCULATION OF THE REMUNERATION**

1. Without prejudice to cases in which other arrangements have been reached, the monthly remuneration consists of:
  - a) all-in salary;
  - b) seniority increases;
  - c) absorbable personal cheque, if any;
  - d) merit cheque, if any;
  - e) FAIRO extra allowance over basic pay (until 30/09/2015 Airline cheque);

2. The absorbable personal cheque rewards the worker's ability and performance and is absorbed only in the event of switching to a higher category or grade.
3. The merit cheque rewards the worker's ability and performance and cannot be absorbed.
4. The FAIRO extra allowance over basic pay is the amount in excess of the envisaged monthly tabular minima and cannot be absorbed.
5. The monthly remuneration is based on normal working hours.
6. The daily quota is obtained by dividing the monthly remuneration by 22. The hourly quota is obtained by dividing the monthly remuneration by 165.
7. The remuneration will be paid not later than the end of the month in question, and a specific description will be provided of all the elements by which it is formed.
8. In the event of a delay exceeding 10 days in paying the remuneration, on sums not paid the worker will accrue default interest at the legal rate plus 2%. Default interest will start to run from the day after that on which the worker should have received the payment. If the delay is more than one month, the worker may terminate his/her employment.
9. If there is any disagreement concerning the amounts due, the worker will in any case be entitled to receive the undisputed part of remuneration.
10. The monthly withholdings covering indemnification of damages may not exceed 20% of the remuneration.

**ART. 19 FAIRO EXTRA ALLOWANCE OVER BASIC PAY (FORMER AIRLINE CHEQUE)**

With effect from 01/01/1994, the following monthly amounts are paid to the various grades.

Q	Euro	118,79
1	Euro	108,46
2a	Euro	100,71
2b	Euro	95,03
3	Euro	91,67
4	Euro	88,31
5	Euro	85,22
6	Euro	82,63
7	Euro	74,89
8	Euro	74,89

With effect from 01/01/1993, the SER (Separate Element of Remuneration) of € 10.33 per month is introduced. This element is not a part of the remuneration for



all purposes but is considered to apply only for the purposes of the ESI and the 13<sup>th</sup> monthly payment.

## **ART. 20 HOLIDAYS**

1. Personnel are entitled to a period of holidays of 22 working days, or fractions, for each year of service. For the first year of service, the period of holidays is set at 21 working days, or fractions. A fraction of a month equal to or greater than 15 days is treated as an entire month.
2. The period in which the holidays are taken, pursuant to Art. 10 of Law no. 66/03, as amended, will be decided by the employer, which in this respect will take account of any preferences expressed by the workers, depending on company requirements.
3. Holidays may not be granted during the period of advance notice. Regardless of the reason why the employment is being terminated, therefore, the employee will be entitled to payment of any holidays that have accrued and not been taken, following the calculation criteria indicated in point 1, and this will apply for the purposes of calculating the E.S.I.  
As an exception to the above, holidays may be taken even during the period of advance notice if the employee submits a specific request in writing to this effect.
4. An employee who is required to return to duty during the period of holidays is entitled to receive the mission allowance, both on returning to the office and also on returning to the place where he/she was spending his/her holidays. The days reserved for the aforesaid transfers will not be treated as holidays.
5. In the event of illness or injury lasting three days or more, the holidays will be interrupted and any holidays not taken will be reallocated, provided that the employee has promptly notified the airline of the event giving rise to the interruption and has sent the required medical certificate in accordance with the procedures and terms indicated in Art. 19.6 below. The airline's right to carry out the checks envisaged by law remains unaffected.
6. The employee may ask to benefit – in place of one day of holiday each year – from paid leave, which must however not have a duration of less than sixty minutes.
7. Workers engaged in continuous and alternating 24-hour shifts may benefit – upon request and during the span of each working year – from two days of paid leave. The days in question will be granted to each shift-worker on the basis of the months of service rendered, with the calculation being made in twelfths. As far as fractions of less than an entire day of leave are concerned, the relevant payment will be made.
8. A period of unpaid leave may be granted to personnel at the Airline's discretion, but only for serious and proven reasons.

9. To complete the provisions of Art. 23 of the general part of the Air Transport sector agreement, it is provided that an employee who gets married will be entitled to a paid leave of 15 calendar days as of the date of the wedding, as provided by the law. The leave in question must however be taken not later than 90 days after the wedding is celebrated.

## **ART. 21 MISSIONS**

1. The rules contained in this article only apply if there is no relevant airline procedure established by the Parent Company. Other situations will be open to discussion, at company level, with the UOs that have signed the NCLA.
2. As well as having the ticket paid or the relevant amount reimbursed, after presenting the necessary supporting documents personnel on mission are entitled to reimbursement of food and accommodation expenses, increased by 2% to cover ancillary costs that cannot be documented. On the days of departure and return, the employee is entitled to receive reimbursement for breakfast, lunch and dinner expenses, provided that the departure or return is before or after 8.00 am, 1.00 pm and 8.00 pm, as the case may be.
3. Personnel sent on a mission are entitled to receive a reasonable advance to cover food and accommodation expenses.
4. If the employee is sent on a mission in order to take part in training courses, which last more than seven days, the period and dates must be agreed with the employee himself/herself.
5. For the purposes of this article, even a mere temporary switch of the workplace from the place of work to Regions other than that in which the work is normally carried out is treated as a mission or transfer.

## **ART. 22 TRANSFER**

1. No allowance will be due if the transfer takes place in the framework of the same region as that in which the employee normally carries out his/her work, in that he/she belongs to the same production unit, provided that the transfer does not involve changing residence.
2. Without prejudice to the above, if an employee with cohabiting family members in his/her charge is transferred, he/she is entitled to:
  - (a) an advance notice of 20 days;
  - (b) reimbursement of documented travel expenses for himself/herself and for family members living with him/her and in his/her charge, such reimbursement being restricted to the spouse or partner *more uxorio*, descendants, ascendants and close relatives up to the second degree;

- (c) reimbursement of moving expenses, duly authorised in advance by the airline;
  - (d) a transfer allowance equal to ten days all-in salary and the FAIRO extra allowance over basic pay.
3. In the event of an employee not having cohabiting family members in his/her charge being transferred, he/she is entitled to receive:
    - (a) an advance notice of 15 days;
    - (b) reimbursement of documented travel expenses;
    - (c) reimbursement of moving expenses duly authorised in advance by the airline;
    - (d) a transfer allowance equal to ten days all-in salary and the FAIRO extra allowance over basic pay.
  4. If the above advance notice terms are not observed, the employee is entitled to receive a substitutive allowance double that of the advance notice.
  5. An employee who, on account of the transfer, has to pay a penalty due on early termination of a lease, is entitled to receive a reimbursement corresponding to three months' rent, after presenting the duly registered lease and documentation certifying the payments made to the landlord.
  6. An employee who is dismissed - for reasons not based on just grounds or on a justified subjective motive - within one year of the transfer implemented with payment of the allowances indicated in points 2 or 3 above, is entitled to receive reimbursement of the expenses indicated in points b) and c) of the aforesaid points, provided that the employee produces evidence of the fact that he/she has renewed the original residence.
  7. Unless otherwise envisaged (e.g. as in the case where in the letter of recruitment the airline reserves the right to freely transfer the worker) and, of course, without prejudice to technical, organisational and business reasons, an individual transfer cannot be ordered without the consent of the person concerned. Any situations that give rise to consequential organisational problems will be discussed with the CUDs/UUDs.

### **ART. 23 UNIFORMS AND WORKING CLOTHES**

1. Employees are under a duty to wear the uniforms provided by the airline, as indeed any working clothes and personal protective equipment that may be required by the type of work, also in accordance with Legislative Decree no. 81/2008 on matters of hygiene and safety in the workplace and suitability of the premises, as later amended and supplemented.
2. Failure to observe the conduct indicated in point 1 above will give the Airline the right – after raising the matter and bearing in mind its gravity – to adopt disciplinary measures against the worker.

## **ART. 24 ILLNESSES**

1. In the event of illness, the employee will be guaranteed his/her job for the ensuing maximum period of 12 months (so-called period of respite).
2. For the purposes of calculating the duration of the illness for the respite, the number of days of illness are added together, over a period of three years to be calculated in reverse.
3. In the event of illness or injury, the employee will be guaranteed an economic treatment equivalent to:
  - six months on full pay;
  - six months on 50% pay.The economic treatment described in this article cannot be added to that disbursed by INPS, and it is understood that the airline will make up for the difference, where appropriate.

In the event of several non-continuous episodes of illness, when it comes to calculating the aforesaid economic treatment covering illness, account will be taken of the aggregate days of illness that have come about in the previous three years.
4. An employee who receives notice of withdrawal on account of the period of respite being exceeded will be entitled to receive the allowance in lieu of advance notice.
5. During absences due to illness, the employee is not entitled to receive the following allowances:
  - a) refreshment expenses contribution;
  - b) daily allowance;
  - c) allowance for airport work inconvenience;
  - e) shift allowance;
  - f) and any other allowance linked to the fact of being effectively present in the workplace.
6. In case of illness, and barring cases of force majeure, the employee is obliged to immediately inform the airline, where appropriate by phone, and send it the required medical certificate by registered letter with acknowledgment of receipt, delivered to the post office not more than two days after the start of the absence or its continuance. The employee will be exempted from sending the employer the certificate if the doctor has arranged to send the letter in question to INPS via computer.
7. In accordance with the relevant mandatory rules and regulations, the airline may arrange for the state of illness to be checked by the relevant inspection services. An employee absent due to illness must, from the first day of absence from work, be present at the domicile notified to the airline for the entire period of duration of the absence, including feast days or rest days, from 10 am to 12 am and from 5 pm to 7 pm. The employee is under a duty both to inform the airline in advance if, for any proven necessities, he/she is forced to leave his/her domicile during the aforesaid intervals of time and also to notify any changes of domicile that may arise during the absence.

8. An employee who fails to comply with the provisions of 6 and 7 above will not be entitled to the economic treatment referred to in point 3 above. Furthermore, such non-compliance will make the employee subject to a disciplinary procedure.

Note: If the worker is affected by serious certified pathologies, such as: cancer, muscular dystrophy, multiple sclerosis, etc., the periods of respite mentioned in clause 1 will be increased by six unpaid months, at the worker's request.

### **ART. 25 ACCIDENT AT WORK AND OCCUPATIONAL ILLNESS**

1. A worker absent from work following an accident at work is entitled to preserve his/her job. In cases where the absence due to an accident at work extends for a period of more than 18 months, the airlines will be entitled to terminate the employment and the employee will be entitled to submit his/her resignation. In both such cases the seniority allowance due on dismissal will be due, whereas in the first case the allowance in lieu of advance notice will also be due. To determine the seniority of service, account will also have to be taken of the interruption due to invalidity that immediately preceded the dismissal or resignation.
2. In the event of an accident at work of any kind, wherever it occurs, the employee affected must immediately inform his/her direct superior.
3. In the event of disagreement as to whether the illness has been caused by the work, it will be possible to apply to an arbitration committee consisting of two doctors appointed by each of the parties, and a third doctor who will act as President, designated at the mutual agreement of the first two doctors, or, if this is not possible, by the territorially competent Professional Medical Council.
4. In the event of an accident at work and having regard for the circumstances that have caused it, the airline may consider a further extension of the 6-month period of respite beyond the limits established in point 1.

Note placed on record: The parties agree that the eventual introduction of rules established by law in this matter will be automatically incorporated in these provisions.

### **ART. 25/bis ACCIDENT AND INSURANCES**

1. The airlines are under an obligation to insure their employees with INAIL, in accordance with the relevant legislation currently in force.

2. The airlines may envisage private insurance policies for their employees, with maximum insurable sums to be established at company level and in any event not lower than the amounts envisaged by INAIL itself.
3. An employee, who, for reasons of service, travels on scheduled aircraft of the airline for which he/she works, must be insured against the risks of flying, just like all other passengers. This will not apply if the employee, for reasons of service, travels on scheduled aircraft of other airlines which insure passengers against the risks of flying.  
On the other hand, if an employee travels on aircraft of airlines which do not insure passengers against the risks of flying, he/she – if authorised to travel by the Airline by which he/she is employed - must be insured within the limits contemplated by the international rules currently in force.
4. An employee who is asked to take part in test or trial flights must be insured in accordance with the provisions of point 1 above.

#### **ART. 26 MEDICAL AND HEALTH POLICY**

In addition to current provisions, which are again proposed in full in the course of validity of the agreement renewed until 31-12-2016, the parties agree to commit themselves to introducing a collective medical and health policy which may be applicable to all employees of foreign airlines belonging to FAIRO, this being without prejudice to any more favourable conditions that may already exist at individual member airlines. The policy will be introduced with effect from 1/1/2017.

#### **Art. 27 DRUG AND ALCOHOL ADDICTION**

Supplementing the provisions of Art. 15 of the general part of the sector agreement, it is provided as follows:

1. The Companies will grant a period of unpaid leave covering the duration of the rehabilitation treatment and in any event for a period of not more than three years, to workers recruited on an indefinite basis, who have been ascertained as suffering from drug and/or alcohol addiction and who wish to access therapy and rehabilitation programmes provided by the health services of the local health units or by other therapy/rehabilitation and social assistance structures indicated in Law no. 162 of 26 June 1990.
2. Depending on the airline's requirements, the Companies will grant a worker who so requests an unpaid leave of not more than six months which may be used for continuous periods of not less than one month at a time, justified by the proven necessity of assisting relatives in their charge, who, documented as being affected by drug or alcohol addiction, are following rehabilitation treatment provided either by the N.H.S. or at specialised structures recognised

by the relevant institutions or else at the therapy venues or communities indicated in Law no. 162 of 26 June 1990.

Such leave may not be requested in cases where disciplinary procedures are pending in connection with serious events envisaging the penalty of dismissal in accordance with the NCLA or company rules.

## **ART. 28 COMPANY RULES AND EMPLOYEES' OBLIGATIONS**

1. Absences must be notified immediately and justified within the following day, barring cases of grave impediment. In cases of absences due to illness or accident, the rules set out in Art. 19, points 6 and 7, will apply.
2. During working hours, the employee may not leave the workplace without the authorisation of his/her direct superior. Likewise, he/she may not remain in the workplace beyond working hours, unless authorised to do so.
3. The employee must adopt a disciplined behaviour and comply with the duties inherent in fulfilling the responsibilities assigned to him/her. More specifically, he/she must:
  - a) strictly keep to the working hours and meet the formalities prescribed by the airline in respect of monitoring attendances;
  - b) render his/her working services diligently and assiduously, in full compliance with this agreement and with company dispositions, and follow the orders of his/her hierarchical superiors;
  - c) not carry out any activities that are in competition with that of the Airline, and not divulge news concerning the organisation and its methods of operation, nor use such information in such a way as to cause damage to it;
  - d) look after the rooms, objects, machinery and instruments assigned to him/her;
  - e) adopt a behaviour compliant with the obligations laid down by internal rules also when it comes to using the internet, the email and any company benefits that may have been allocated to him/her (e.g. mobile phone, credit card, company car).
4. The employee is not allowed to:
  - a) use without authorisation equipment, machines or instruments that have not been allocated to him/her;
  - b) make changes or cancellations to his/her own attendance card or that of others, or to other systems monitoring working hours;
  - c) smoke in the company's premises, hangars, workshops, warehouses, aircraft or near to them;
  - d) proceed without authorisation to collect money or signatures or to sell tickets and objects while on duty.
5. Supplementing the provisions of Art. 35 of the general part of the sector agreement, it is clarified that employees must follow the company dispositions

and regulations issued by the parent companies - provided that they comply with the rules currently in force - which will be made accessible to the employees through the company website and/or intranet, or via any other means of corporate communication.

## **ART. 29 DISCIPLINARY PENALTIES**

1. The worker's failure to comply with obligations arising under this contract, with company rules and practice or with laws and rules laid down in codes of law, will be punished as follows, depending on their gravity:
  - a) verbal reprimand;
  - b) written reprimand;
  - c) a fine of an amount not exceeding three hours' remuneration;
  - d) suspension from work and remuneration for a maximum period of 10 days;
  - e) dismissal with advance notice, receiving employment severance indemnities;
  - f) dismissal without advance notice, but receiving employment severance indemnities.
  
2. The shortcomings must be raised with the persons concerned, in such a way as to enable them to provide elements of justification before the disciplinary measure is adopted. The contestation – apart from the penalty envisaged in letter a) of point 1) above – must be notified in writing. The persons concerned may submit their justifications in writing within five days of receiving the contestation. Once the above time limit has passed, the airline may proceed to adopt the disciplinary measure. The employee is entitled to be assisted, for the purposes of justifying himself/herself, by a Representative of the Union Organisation to which he/she belongs or to whom he/she grants a power of attorney, as envisaged in Art. 7 of Law no. 300/70.
  
3. The suspension or fine will be adopted not only in respect of sufficiently serious shortcomings, but also in the event of reiterating less significant shortcomings which have been punished several times in the course of a year with a fine or with a verbal or written reprimand. By way of example, the following shortcomings are punishable with either a fine or suspension:
  - a) unjustified absence from work;
  - b) violation of obligations concerning the notification and justification of absences, in accordance with the rules set out in Arts. 19.8 and 22.2;
  - c) unjustified abandonment of the workplace;
  - d) unjustified absences during the medical checks indicated in Art. 19.8;
  - e) starting work late, leaving work early or stopping work without a justified reason;
  - f) negligence in rendering his/her services at work;
  - g) negligent damage to the Airline's property, involving damage of slight value;
  - h) other violations of the company rules indicated in Art. 22;



- i) carrying out work of a minor entity - either in his/her own right or on behalf of others and even if not for purposes of profit - at the Airline's premises, outside working hours;
  - j) minor insubordination to superiors.
4. Dismissal with advance notice will be adopted in connection with more serious shortcomings than those indicated in point 3) above, which are not so serious as to warrant the penalty indicated in point 5). By way of example:
- a) negligent damage to the Airline's property giving rise to damage not of slight value;
  - b) doing work of a minor entity at the Airline's premises, either in his/her own right or on behalf of others, and using the material of the Airline;
  - c) brawl at the workplace;
  - d) abandonment of the workplace by personnel who have been specifically entrusted with duties of surveillance and control;
  - e) unjustified absences for more than four consecutive days or unjustified absences repeated for three times in a year, occurring on days which immediately precede or follow feast days or the period of holidays;
  - f) a sentence of imprisonment following a final judgment for behaviour adopted by the employee not in connection with carrying out his/her work, compromising the employee's moral standing;
  - g) reiteration of any of the shortcomings indicated in point 3) above, in cases where at least two suspension measures have been inflicted in the last 18 months.
5. Dismissal without advance notice, i.e. on just grounds, will apply to employees who have committed shortcomings which are so serious that they cannot even temporarily continue in their employment or which cause the Airline serious moral or material damage, or who commit, in the course of their employment, acts configuring criminal offences according to the law. By way of example:
- a) serious insubordination against superiors;
  - b) theft in the Airline's premises;
  - c) theft of documents, machines, utensils or other chattels of the Airline;
  - d) intentional damage to the Airline's property;
  - e) abandoning the workplace, in such a way as to jeopardise the safety of persons and the security of equipment;
  - f) doing work not of a minor entity at the Airline's premises, without permission, either in his/her own right or on behalf of others, with or without using the Airline's material;
  - g) smoking in places where this might jeopardise the safety of persons and the security of equipment;
  - h) serious actions which might cause substantial financial or moral damage to the Airline.

### **ART. 30 Advance notice and resignation**

1. In the event of withdrawal by the Airline, the terms of advance notice are as follows: 20 days for each year of service, with a minimum of two months and a maximum of eight months for executives (grades 2B/2A/1/Q), and with a

minimum of one month and a maximum of seven months for all other categories of workers.

2. The terms of advance notice referred to in point 1) will be reduced by a half in the event of the worker's resignation.
  3. The duration of the advance notice is based on calendar days. An uncompleted year of service is calculated in terms of twelfths, with a fraction of a month of 15 days or more being reckoned as a whole month and with fractions of less than 15 days being disregarded.
  4. The period of advance notice starts to run from the first day of the following month if the withdrawal is notified between day 16 and the last day of the month or else from the sixteenth day, if the withdrawal is notified between day 1 and day 15 of the previous month.
  5. Advance notice is not due in cases where the withdrawal is based on just grounds, pursuant to Art. 2119 of the Civil Code.
  6. In the event of the employee's death, the advance notice allowance will be paid to his/her heirs, in accordance with Art. 2122 of the Civil Code.
  7. The Airline is entitled to exonerate the employee, either in whole or in part, from working during the period of advance notice, paying the employee the relevant substitutive allowance.
  8. If the employee fails to observe - in whole or in part - the period of advance notice to which the Airline is entitled, the Airline may charge the relevant indemnity against the employment severance indemnities due to the employee.
- 8bis* If the employer terminates the employment without observing the terms of advance notice, it will be under a duty to pay the employee an indemnity equal to the amount of remuneration due for the period of advance notice not worked.
9. The party entitled to receive the advance notice may waive it either in whole or in part.
  10. The allowance in lieu of advance notice will be calculated on the basis of the same elements as those considered for the purposes of calculating the employment severance indemnities.
  11. During the period of advance notice, the Airline will, depending on its corporate requirements, grant unpaid leave so that the employee can look for other employment.
  12. In case of dismissal, the period of advance notice – even if replaced by the relevant allowance – will be reckoned in the seniority of service.
  13. The dismissal or resignation must be notified in writing.

## **ART. 31 EMPLOYMENT SEVERANCE INDEMNITIES**

Supplementing the provisions of Art. 37 of the general part of the sector agreement, it is agreed that the following should be considered:

1. In the event of termination of the employment, the worker is entitled to receive – for the period going from the date of recruitment and until 31/05/1982 – a seniority allowance equal to one month's remuneration for each year of service – not including the cost-of-living allowance with effect from 01/02/1977 – increased by amounts accrued on the thirteenth and fourteenth monthly payment and by and any other ongoing dues or dues of a determined amount that come within the regular remuneration.
2. The rules contained in Legislative Decree no. 252/2005, as later amended, and in the implementation decrees, will apply to employees who have chosen, albeit tacitly, to agree to a form of supplementary social security, and this will also apply to requests for advances.
3. The amounts due in the event of termination of employment must be paid by the end of the month following the date on which the employment came to an end. The worker will receive a chart containing an indication of the elements forming his/her severance indemnities, duly signed and sealed by the relevant office.
4. The relevant rules of the Civil Code and of laws regulating the subject-matter will apply to employees who have chosen to keep their severance dues at the Airline. This will also apply to advances, which continue to be regulated by Art. 2120 of the Civil Code and by the agreement reached between Fairo and the UOs on 9.3.1983.

## **ART. 32 DEATH OF THE WORKER**

In the event of the worker's death, the provisions of Art. 2122 of the Civil Code will apply.

## **Art. 33 MORE FAVOURABLE CONDITIONS**

Any more favourable conditions enjoyed by individual employees of the various airlines either personally or collectively - following agreements or arrangements, including company agreements - will be maintained.

## **Art. 34 CADRES**

In accordance with the provisions of Art. 2 of Law no. 190 of 13.05.1985, CADRES are considered to be workers classified in category F1/S grade 1/S. Without prejudice to contractual regulations that apply to the category of white-

collar workers and to the point raised in the note appearing at the foot of this article, it has been agreed as follows:

#### **Civil and/or criminal liability**

The airline undertakes (i) to guarantee legal assistance for Cadres, who for professional reasons are involved in criminal or civil proceedings not brought about by fraudulent acts or acts attributable to negligence, in respect of events directly associated with performing their duties and (ii) where appropriate, also to pay legal and judicial costs.

#### **Upgrade to the Cadres category**

A worker who is temporarily entrusted with performing cadre duties, not in replacement of another absent worker entitled to preserve his/her job, will be granted membership of the cadres category once a period of six consecutive months has passed.

#### **Function allowance**

Cadres are entitled to receive a “function allowance” of € 103.29 per month. This sum will be absorbed if there are already “cheques *ad personam*” and/or “cadres indemnities” of an equivalent or higher amount, granted at the time of the appointment to Cadre.

#### **Information**

In view of the relevance of the functions assigned to Cadres for the purposes of pursuing and developing the enterprise’s objectives, the Airline will exploit specific instruments of disclosure to provide those concerned with the elements required for them to carry out the duties entrusted to them in the best possible way.

#### **Training**

Training schemes will be made available to Cadres in order to favour appropriate levels of professional preparation, as a backup for the responsibilities assigned to them.

#### **Patents**

In addition to the provisions of current legal rules in matters of patents and copyright, Cadres will be granted – following a specific company authorisation – the possibility of issuing publications or holding speeches/conferences concerning research or work inherent in the activity they carry out.

#### **Note**

The restrictions on working hours pursuant to Art. 17, par. 5, of Legislative Decree no. 66/2003, do not apply to employees who are granted the category of Cadre.

### **ART. 35 START-DATE AND DURATION**

1. Unless specifically provided otherwise in individual articles, the Parties agree that the validity of this agreement will be for three years going from 1 January 2014 to 31 December 2016. The agreement will be held as tacitly renewed

from year to year unless one of the parties notifies its cancellation to the other in a registered letter with acknowledgment of receipt at least 6 months prior to expiry. In this case, this agreement will remain in force until it is replaced by a successive collective agreement.

2. The parties undertake to observe this collective agreement, and to ensure that it is observed by its members, for the period of its validity. To this end, they undertake not to bring actions or claims in connection with the non-fulfilment of the provisions contained in the agreement.